

Terms of Service

Chapter 1. General Provisions

Article 1 (Purpose)

1.1 This Terms of Service (the "Agreement") is intended to set forth the conditions of use of PallyCon service (the "Service") provided by INKA Entworks Co., Ltd. (the "Company").

1.2 This Agreement is noticed in a way of posting the homepage (<https://www.pallycon.com>) related to the Service.

Article 2 (Effect and Modification)

2.1 This Agreement shall come into effect when it is publicly noticed to the customers including public notification on PallyCon homepage, in the Company, or in other way.

2.2 Any matter which is not set forth or necessary herein shall be determined by the law, regulations and customary practices.

2.3 If considered as necessary, the Company may modify this Agreement and publicly notify such modification at least 7 days prior to application thereof. If the Company modifies this Agreement or content of Service disadvantageous to the users, the Company will publicly notify it at least 30 days prior to application thereof. In addition, the Company may modify or suspend the entire or part of the Service if necessary for the reasons including order, direction and recommendation of laws or government, judgment of courts or changes of relevant policies of Company and separate corporations. In such event, the Company may publicly notify in the way as set forth in the foregoing Paragraph 2.1 at least 15 days prior to the application date.

2.4 If the customer does not consent to the modified Service or Agreement and the content of such modification belongs to important matter, the customer may request the termination of service use.

Article 3 (Construction)

3.1 The Company may enter into a separate service use agreement with the customer in writing (the "Written Agreement"), and the Company may have a separate use agreement for additional charged service (the "Charged Service Use Agreement"). If the content of such agreements conflicts with the one of this Agreement, the content of Written Agreement and the one of Charged Service Use Agreement prevail in the order thereof.

3.2 Any matter which is not set forth herein shall be determined by the applicable laws and regulations such as Framework Act on Telecommunications, the Telecommunications Business Act and the detailed manual of Service as established by the Company.

Article 4 (Definitions)

4.1 As used herein, the following terms shall have the following meanings.

4.2 "Service" means the PallyCon cloud service to be provided to the users by the Company.

4.3 "Site" means subsequent sites or related sites as designated in the website (<https://www.pallycon.com>) operated by the Company for providing the Service.

4.4 "Customer" means the customer using the Service of Company including individual customers and corporate customers and refers collectively to the masters and users as set forth in Paragraphs 7 and 8 of this Clause.

- 4.5 “Corporate Customer” means a corporate body which is identified with its business license number and enters into this Agreement with the Company for the use of Service. The Written Agreement shall include individual services to be used at cost, billing and charge information and method of payment.
- 4.6 “Member” means individual, individual business, or corporate body that can consent to this Agreement under the content and procedure established by the Company and use the Service after being issued ID and password.
- 4.7 “Master” means the representative of Customer against the Company as a person registered and given ID at the time of conclusion of customer’s service use agreement.
- 4.8 “User” means a person who, as a member, accesses to the Site and receives the Service provided in the Site under this Agreement and is given the service use ID under the control of Master.
- 4.9 “Member ID” means the ID and password as the number necessary to be provided the Service.
- _4.9.1 “Member ID” means the ID and password as the number necessary to be provided the Service.
- _4.9.2 “Password” means a combination of letters and numbers set by the Member for his/her secret protection.
- 4.10 “Authentication” means a verification of identity of the Member through e-mail when the Member becomes a member.
- 4.11 “Post” collectively refers to the information including mark, letter, sound, image, video and other message, photo and various files and link posted by the operator and Members within the Service and individual service including the ‘Notice’ of Company .
- 4.13 “Spam Mail” means advertising emails for profit which are massively transmitted against the intent of or without consent of recipient.

Chapter 2. Service Use Agreement

Article 5 (Formation)

- The use agreement is formed when the Company accepts the use application filed by the Customer including consent to the content of this Agreement.

Article 6 (Application for Use)

- 6.1 In order to use the Service, service information shall be filled out in a certain form designated by the Company.
- 6.2 Any service information filled out in the form of membership shall be deemed as actual data, and otherwise, the User who fails to enter actual information shall not be protected by the law.

Article 7 (Acceptance of Use Application)

- 7.1 The Company accepts the use of Service in the order of receipt to the extent that the use application is suitable to this Agreement and there is no technical obstruction in carrying out its duties for the Customer filing such use application.
- 7.2 Upon acceptance of the use application, the Company will inform through e-mail to the Customer filing the use application within 3 days thereafter.
- 7.3 Notwithstanding the foregoing Paragraph 7.2, for the service which may be applied and started through the Site, the Company may omit the notice after acceptance of the use application and inform the Customer of the fact of the completion of service commencement and the Customer ID after the completion of service commencement.

Article 8 (Restrictions on Acceptance of Use Application)

- 8.1 If the case falls under any of the followings, the Company may reject to accept the use application.
- _8.1.1 When the User does not use his or her real name or uses the name of others without consent in filing a use application;
- _8.1.2 When the User enters false information as customer information;
- _8.1.3 When the User is registered as a delinquent borrower as prescribed in the ‘Act on Use and Protection of Credit Information’;
- _8.1.4 When it is concern that the User may harm laws, regulations, public peace and order and public morals;
- _8.1.5 When the User desires to use the Service for wrongful usage;
- 8.2 If the case falls under any of the followings, the Company may suspend to accept the use application.

- _8.2.1 When equipment failure arises out of the act of God;
 - _8.2.2 When it is considered that overall service quality may be maintained due to provision of the Service;
 - _8.2.3 When the User fails to pay the service fee;
 - _8.2.4 When there is no room for equipment for providing the Service or it is technically difficult to provide the Service;
 - _8.2.5 When there is any harmful factor to the operation and business of Company or there is a concern there about;
 - _8.2.6 When the use of Service is applied again or modified at the date of cancellation or modification of the Service;
 - _8.2.7 When it is difficult for the Company to accept the use application due to its circumstances;
- 8.3 If any of the causes as set forth in the foregoing Paragraph 8.1 is discovered after the completion of use application procedure, the Company may withdraw its acceptance of the use application.
- 8.4 Upon rejection, suspension or withdrawal of acceptance of the use application under the foregoing Paragraphs 8.1, 8.2 and 8.3, the Company shall immediately give a notice to the Customer's contact in the use application. If such notice is failed due to the nonexistence of contact arising out of incorrect entry of the Customer, the Company shall not be responsible there for, and the Customer is obliged to check thereon through making an inquiry.

Chapter 3. Obligations of Parties

Article 9 (Obligations of Company)

- 9.1 The Company shall not commit any act prohibited by the laws and regulations, herein or against public moral and shall make its best effort in providing the Service continuously and stably.
- 9.2 The Company shall not divulge or distribute any personal information of the members related to the Service to a 3rd party without consent of the members: Provided that this shall not apply to the cases where such divulge or distribution is required by competent agencies for the purpose of investigation under applicable laws and regulations or requested by the Korea Communications Standards Commission.
- 9.3 Upon receipt of any complaint from the Member related to the Service, the Company shall promptly handle it, and if it is difficult, shall inform to the relevant member the cause there of and condition of handling it by posting it in the screen of Service or through e-mail.
- 9.4 The Company shall comply with the laws related to the operation and maintenance of the Service including the Act on Promotion of Information and Communication Network Use and Protection of Information, the Communications Privacy Act and the Telecommunications Business Act.
- 9.5 The Site shall not send any profit-seeking advertising email not desired by the User.

Article 10 (Obligations of Member on ID and Password)

- 10.1 The Member shall be responsible for managing his or her ID and password except for the cases as set forth in Clause 9 hereof.
- 10.2 The Member shall not allow a 3rd party to use his or her ID and password.
- 10.3 If the Member becomes aware of that his or her ID and password have been stolen or used by a 3rd party, the Member shall immediately inform to the Site and follow the instruction of the Site, if any.

Article 11 (Obligations of Member)

- 11.1 The Member shall comply with applicable laws and regulations, provisions of use agreement, use manual and the notes publicly noticed on the Service and the matters informed by the Company and shall not commit any act which may obstruct the business of Company.
- 11.2 The Member shall not engage in any profit-seeking activity by using the Service without prior consent of Company or distribute or post any material against the law. In particular, the Member shall not commit profit earning through hacking or advertisement, commercial activities through obscene sites, or unlawful distribution of commercial software. Otherwise, the Company shall not be responsible for any consequences, loss of business activities and legal measures including arrest by competent agencies, and the Member shall be liable for the damage incurred by the Company arising out of violation of this Paragraph.

11.3 In registering any information necessary for the use of Service (the "Registration Information") to the Company, the Member shall provide true and complete information.

11.4 The Member shall comply with the internal rules of Company including this Agreement and the operational policy of Company and applicable laws and regulations and shall not commit any act which may damage the reputation of Company or disturb the business of Company.

11.5 The Member shall frequently check the provisions hereof, the content of Service including Service screen and notice, and policies and rules established by the Company.

Article 12 (Ownership of Copyright and Restriction on Use)

12.1 Any copyright and other intellectual property rights to the art work prepared by the Site shall be owned by the Site.

12.2 The User shall not use for profit-seeking or allow a 3rd party to use any information acquired from using the Site without prior approval of the Site by the way of reproduction, transmission, publication, distribute, broadcasting and other methods.

12.3 In using any copyright owned by the User under an agreement, the Site shall inform to the relevant User.

Chapter 4. Compensation for Damage

Article 13 (Compensation for Damage)

13.1 The Member shall be fully liable for the damage incurred by the Company arising out of Member's violation of this Agreement.

13.2 The Member shall indemnify the Company at its own responsible and expense from various disputes including damage claim or suit filed by a 3rd party other than the Member against the Company arising out of Member's unlawful act or violation of this Agreement in using the Service. Otherwise, the Member shall be fully liable for the damage incurred by the Company.

Article 14 (Discharge)

14.1 The Company shall not be liable for its failure to provide the Service if such failure arises out of the causes of force majeure including national emergency and act of God.

14.2 The Company shall not be responsible for any failure of Service and obstruction in using Service arising out of the fault of Member.

14.3 The Company shall not be responsible for any expected profit loss of Member from using the Service and other damages caused by the material acquired through the Service.

14.4 The Company shall not be obliged to interfere in any dispute between Members or a Member and a 3rd party arising through the Service and shall not be liable for any damage incurred there from.

14.5 Unless otherwise specially provided in applicable laws and regulations, the Company shall never responsible for the use of Service which is provided by the Company free of charge.

Article 15 (Jurisdiction and Governing Law)

15.1 Any suit on the dispute of e-commerce transaction between the Site and the User shall be referred to the courts having jurisdiction there over under the civil procedure rules.

15.2 Any suit on the e-commerce transaction between the Site and the User shall be governed by the laws of the Republic of Korea.

Addendum

This Agreement was revised on 10/19/2017 and shall be applied from 11/03/2017.

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