

Summary

These Terms of Service (hereinafter the “Terms”) govern the Customer’s (hereinafter the “Customer”) access to and use of the website and products provided by Lambda256 Co., Ltd (hereinafter the “Company”). This Term is a contract between the Company and the Customer or the corporate entity that the Customer represents and must be carefully read before using the website or Services.

When using the Service, the Customer agrees and accepts (1) Term, with annex, rules, and requirements that the Company may deliver from time to time, and (2) the collection and use of personal information as described in the Privacy Policy, by clicking a button or checkbox to agree or accept this Term. If the Customer does not agree or fails to Comply with all obligations accepted under this Term, Customer may not grant access or use the Service.

The Customer represents that they have the legal capacity to enter into contracts to agree to these Terms and that if they enter into this Term on behalf of a corporate entity they represent, they have the legal authority to bind that entity. Definitions of certain terms used in these Terms are provided in sections 1-2(Definitions).

Last updated: 2024. 07. 23

1. Conditions

1-1 Purpose

The purpose of this Term is to specify the rights and obligations of Customer who access or use all services provided by the Company.

1-2 Definitions

1. “Service” refers to the blockchain cloud Computing service (“Service”) that provides Customer with access to blockchain infrastructure services and blockchain IT solutions that can freely access and use on their devices. The Service is composed of individual services (“Individual Services”), provided by Lambda256 (<https://www.lambda256.io/>), Nodit (<http://nodit.io/>), Luniverse (<http://www.luniverse.io/>).
2. “Customer” refers to an individual person, corporation, or public institution, and the like that access the Service of the Company, sign up for a contract for usage with the Company according to the Terms, and use the Service provided by the Company.
3. “ID” refers to the Combination of letters and numbers or a Customer’s email address which a Customer decides and the Company approves for the identification of the Customer and use of the Service.
4. “Password” refers to the Combination of letters or numbers which are set by the Customer to confirm that the Customer is the owner of the ID set by the Customer and protect his/her privacy.

5. "Credit" refers to a payment method that the Customer can use for a particular product that the Company promotes with certain conditions.
6. "Coupon" refers to a payment method provided by the Company to Customers, allowing them to receive a discount of a certain amount or percentage on the designated service fees established by the Company.
7. "Customer Information" refers to information (including personal and credit information) that the Customer owns or manages and stores in the Company's Service.
8. "Business day" refers to a business operation day when banks in South Korea are open for business.
9. "Service period" refers to the period during which the Customer's purchase of the Service (including Free Service) becomes effective and remains valid until the termination of the Service.
10. "Billing period" refers to the period for billing Service usage fees. It is typically from the 1st to the last day of the month, during which the Customer is charged for the Services or products used.

1-3 Posting and Amendment of Terms and Conditions

1. The terms and conditions can be found on the Company's Service website (<https://www.lambda256.io>). In order to access or use the company's Service website, Customers must agree to the terms and conditions.
2. The Company can revise the Terms to the extent that such revision does not violate relevant laws such as the "Act on the Regulation of Terms and Conditions," "Act on Promotion of Information and Communications Network Utilization and Information Protection, etc.," and the "Act on the Development of Cloud Computing and Protection of its Users."
3. The Company can revise the Terms through a reasonable method such as publishing the revised Terms on its Service website. In this case, the Company specifies the effective date and posting details at least 7 days prior to when the revised Terms become effective and notifies Customers through its Service website. However, if the amendment adversely applies to the rights and obligations of the Customer, the Company notifies the Customer about the amendment at least 30 days prior to the effective date as set forth in 7.(Notify).
4. If the Customer does not clearly refuse the amendment within 30 days after receiving announcements or notifications of the revised Terms from the Company as specified in the preceding paragraph while the Company also notifies the Customer that non-response to the amendment within 30 days would be regarded as agreement, then it is regarded that the Customer has agreed to the revised Terms.
5. The Company or a Customer can terminate the contract of use if the Customer does not agree to the application of the revised Terms. In this case, the Company informs the Customer of the reasons for termination, the date of termination, and the cost of refund in written form, email or any equivalent method.
6. In case of termination, the Company shall notify the expiration or termination of the Service at least 60 days prior to the termination date.

1-4 Matters not stated in the Terms

1. Any case not stated in this Terms is Subject to governing law, rules, commercial practice, and the Individual Service operational policies and procedures (if applicable) of the Service website. To elaborate on the policies to prevent misinterpretation, it is possible that the Company executes separate operational policies and procedures in regards to each Individual Service.
2. The Company can devise separate terms for Individual Services by deciding terms applicable to them. If the individual terms do not match the Terms, the individual terms prevail over the Terms when there are no specific rules on the differences.
3. If there are no rules specified in the individual terms, the Terms are applied.

2. Obligations

2-1 Obligations of the Company

1. The Company commits its effort to provide the Service requested by its Customer in a stable and sustainable manner.
2. If a failure interferes with the normal operation of the Service, the Company does its best to fix issues or restore operation as quickly as it can and manage the service in a stable manner.
3. The Company fairly responds to issues or Complaints raised by the Customer promptly or within a reasonable period while complying with the procedures set by the Company.
4. To operate the Service smoothly, the Company can collect and store personal information of its Customer in accordance with the privacy policy posted on its Service website. The Company does not provide personal information of its Customer to any third party without the Customer's consent. However, there can be exceptions when the court or other judicial authorities request the Customer's personal information via a warrant for the purpose of investigation in accordance with related law and rules.
5. The Company does not access or process the Customer's information related to the Service for purposes other than those specified in the Terms. However, the Company can access and identify the Customer's information if needed to provide the Service seamlessly, including resolving failures or privacy protection.
6. The Company obtains the Customer's consent when it is necessary to process, delete, or modify Customer's information for smooth operation of Service. However, if the Customer does not provide consent or if consent is not obtained, but the Service operation of the Company or other Customers' Service usage is disrupted, the Company may suspend the Customer's Service usage. In this case, the Company follows the procedures set forth in 5-5.

2-2 Obligations of the Customer

1. The Customer must pay the Service fee on or before the specified due date of the payment set forth in the Service contract.
2. The Customer must not interfere with the Service operation or other Customers' use of the Service.

3. The Customer must not use the site or bulletin board of the Service for the purpose of distributing, posting or providing links to information that is obscene, illegal, harmful or related to illegal gambling, and any unlawful act specified by the law is prohibited. In addition, the Customer bears all responsibility for the ownership and management of the Customer's information such as the service and information that the Customer manages while using the Service.
4. For processing, managing, using or accessing personal information of a third party during use of the Service, the Customer must Comply with the related laws and rules to manage and protect the personal information. The Company shall not be liable for any consequences, loss or damage including, but not limited to, leakage of information a third party, caused by the Customer's failure to fulfill his/her obligations.
5. The Customer must regularly perform security updates for system operation to protect the server the Customer operates via the Service from intruders. The Company is not liable for any security incidents unless there is a separate agreement for the system security Service between the Customer and Company. The Company can perform security control work to maintain security of the use of the Service. For this purpose, the Company may access and read the contents of a Customer's information, notify the Customer of the detected issues, and ask the Customer to implement measures to enhance security. The Customer must respond to the Company's request for enhancing security.
6. The Customer is responsible for copyright issues in a server that is operated through the Service and must retain or acquire all required licenses of software programs which are used in the Customer's server operated via the Service.
7. The Company is not liable for damage that the Customer causes to other Customers or a third party by distributing or sending illegal software or spam via the Service. The Customer must indemnify the Company and ensure that the Company is not harmed by any obligations, losses, remediation, or lawsuits filed against it.
8. The Customer must not post or transfer data including software virus that can hinder the stable operation of the Service, other computer codes, files or programs or destroy them.
9. The Customer is obliged to fully understand and comply with all the governing laws, Terms, and guidelines and precautions specified on the Service website and instructions provided by the Company. The Customer must not perform any activity which interferes with the works of the Company.
10. The Customer is obliged to back up and store the data generated while using the Service and is liable for any loss caused by the negligence in data management. However, for Customers who apply for and use an additional backup service provided by the Company, the Company takes responsibility for its negligence in data management to the extent that is specified in the provision for the backup Service.
11. The Customer may not resell or lease the Service to a third party without the Company's consent.
12. If a customer violates their obligations under these Terms, the Company may request the Customer to suspend the use of the Service, update credentials, or take other necessary measures via email. If the Customer fails to take actions within a 24-hour period, the Company may temporarily suspend the Customer's use of the Service, and if the Customer fails to take the necessary actions within 7 days, the Company may terminate the Customer's use of the Service.

3. Free Services

The Company may provide free Services to Customers. However, there may be restrictions or additional conditions to use Free Services. The Company provides all free Services “as is” and “available” without any kind of guarantee. The Company may discontinue free Services if there are special circumstances, and in such cases, the Company shall notify Customers in advance. The Company shall not be responsible for any damages caused by the discontinuation of Free Services. Below is an example of a free service provided by the Company.

3-1 Faucet

The Company may provide Testnet Token to Customers through the Faucet(<https://faucet.lambda256.io/>) for development testing purposes (hereinafter the “Permitted Purpose”). All Testnet Token are provided “as is,” without any kind of guarantee. Additionally, the provision of Testnet Token may be terminated or suspended at any time. In addition to the permitted purpose, The Customers shall be fully responsible for the use of Testnet token (e.g., selling Testnet Token for monetary value or using them as currency or other financial assets). The Company shall not be responsible for any damages, losses, claims, or lawsuits related to Testnet Tokens.

3-2 LUK Point

Luk Point is a network fee used in the Luniverse Main Chain Network (hereinafter the “Network”). The Company may provide Luk Points to Customers for the purpose of paying network fee (hereinafter the “Permitted Purpose”). The charging of Luk Point is free to Customers, and the Company does not incur any financial benefits. Customers can request the charging of Luk Point through the Company’s email and the amount provided per request may be changed at any time according to the Company’s operational policies. Charged Luk Point are deducted immediately upon payment of network fees. In addition to the permitted purpose, The Customers shall be fully responsible for the use of Luk Point (e.g., selling Luk Point for monetary value or using them as currency or other financial assets). The Company shall not be responsible for any damages, losses, claims, or lawsuits related to Luk Point.

4. Fee and Management

4-1 Service Fee

1. The Company posts details about Service fee and change on the Service, notify the Customer 30 days prior to the Effective Date, and obtain consent. If the Customer do not agree to the change, they may terminate the service.
2. The Customer who agree to the fee change, the fee change will be applied to the customer on the effective date. However, if there is a service period contracted before the change, the changed fee will not be applied retroactively.
3. Customers must pay all Service fees in the currency specified in the means notified by the company and provide accurate information about themselves or their representatives.

4. Service fees may be calculated by aggregating fees for third-party services that provide specific functions related to the Company and its Services.
5. The Company shall issue "Credit" for its Customer, which can be used in the service.
 1. Credit can only be used by the Customer to whom they are granted, can only be used for Services provided by the Company, and third cannot provide Credit on their own without the consent of the Company. The Company may charge the Customer an amount if the Customer uses a service that is not eligible for Credit or if the Customer uses more than the amount granted as Credit.
 2. For Customers who receive discounts through promotions, Promotion discounts will be applied first, followed by Credit.
 3. If the Customer violates the Company's Terms and Conditions, The Company has the rights to cancel Credit at any time, and expired or canceled Credit will not be refunded.
 4. Customers may not sell Credit granted to them for cash or any other equivalent compensation. In such cases, the granted Credit will be revoked, and the Customer may be held liable for legal consequences.
 5. Credit is used immediately upon registration, and used Credit cannot be canceled.
 6. Unused Credit will be extinguished immediately upon withdrawal of membership and will not be restored even if they re-join.
6. The Company shall issue "Coupon" for its Customer, which can be used in the service, allowing them to receive a discount of a certain amount or percentage on the designated service fee established by the Company.
7. Coupons may only be used for services purchased by customers and may not be assigned or transferred to others in any cases.
8. Coupons may not be used after the specified expiration date, and they may no longer be used if you change or terminate the purchased service using the coupon.
9. Coupons cannot be refunded in cash, and unused coupons will be extinguished immediately upon withdrawal of membership and will not be restored even if they re-join.
10. The Company has the right to cancel the Customer's coupon at any time if the Customer acts in violation of the Terms and Conditions or acquires and uses the coupon for an unlawful purpose or method, and any expired or canceled coupon will not be refunded.

4-2 Service Fee Calculation

1. The Service fee is calculated and charged on a monthly basis for the use from 00:00 of the first day of the month to 23:59 of the last day of the month by the coordinated universal time (UTC+9).
2. If the Customer starts to use the Service in the middle of the month, the Service fee of the month is calculated and charged for the period from the first day of use to the last day of the month.

4-3 Service Fee Payment and Billing

1. When a Customer purchases a paid plan, the Company will charge the Customer for the Service fee. The monthly amount is determined based on the paid plan, and the Customer is required pay it.
2. If there is an excess charge incurred upon usage, the total amount exceeding the threshold will be included in the next month's invoice.
3. If any changes are made to the Service during the billing period (e.g., upgrading or downgrading the paid plan), The price difference in plan changes will be applied.
 1. Upon requesting an upgrade, the plan will be changed immediately after completing the payment for the price difference.
 2. Downgrade requests cannot be immediately processed and will take effect in the next billing period (the following month).
 3. Downgrade request cancellations are possible at any time before the plan change date.
4. The invoice is billed on the 1st of every month, and Service fee is automatically charged on the 3rd of every month, and the default payment method for the fee is a credit card. If a payment is made using a method other than a credit card, the Customer must inform the Company of any necessary changes in payment.
5. If Customer have a billed invoice, Customer cannot change the currency of the payment method. If Customer want to change the currency, change the payment method before the invoice date.
6. If the Customer fails to pay the Service fee within the due date, the Company notifies the Customer of the overdue Service fees via email. An additional amount (1.5% of the overdue fee by month) will be added to the overdue Service fee and charged altogether.
7. If the Customer does not pay the outstanding amount by the payment date of the same month, the Company may suspend or terminate the Service in accordance with the procedures and methods specified in the terms and conditions and posted on the Service website. The Company may continue to notify the customer. The Company can suspend the Service five days after the payment date, and may terminate the Service if the outstanding balance remains unpaid until the end of the month in which it occurred.
8. If the Service is suspended or terminated due to non-payment of Service fees by the customer or any other fault attributable to the Customer, the Company will not refund the fees for the unused period during the suspension in that month.
9. Customers are responsible for paying the Service fee. However, if the Customer designates a person in charge of paying the service fee, the person and the Customer share the responsibility for payment of the Service fee. In this case, the Customer must provide a responsibility confirmation letter of the person in charge of the payment.
10. The Company automatically imposes all taxes on customers based on the jurisdiction. Customers are responsible for these taxes and have an obligation to directly pay the value-added tax in their respective jurisdictions.

4-4 Refund of Service Fee

1. The Company follows internal procedures for cases where there is an over-payment in the Service fee paid by the Customer. If the Customer requests a refund for the

overpaid amount before off-setting, the Company will refund the corresponding amount to the Customer.

2. If a Customer requests a refund within 7 days from the service commencement date, the Company will refund the fees paid.
3. The Company does not provide a refund for the remaining period of Service if the termination is due to the Customer's responsibility.
4. If a Customer using the annual plan requests early termination after 7 days from the service start date, the Company may impose an early termination penalty (10% of the service usage fee).
5. If the Service is terminated by the company or at the Customer's request, the company will refund the fees proportionate to the Service usage period from the Service start date to the Service termination date. However, any discount applied to the annual plan will be excluded from the refund.

4-5 Dispute over Bill

1. If the Customer does not agree with the bill for the use of the Service, the Customer can officially dispute the bill in writing or email.
2. After receiving an official objection document, the Company will review it and inform the Customer of the results within 7 business days. If the Company is unable to notify the Customer of the results related to the objection within the designated period, the Company will inform the Customer of the reason for the delay.

5. Use of Service

5-1 Application for Service Usage

1. After an applicant for use of the Service agrees to the Terms and applies for use of the Service, the Company will approve the application to conclude a contract of use of the Service.
2. When applying for use of the Service, an Applicant must provide his/her real name and exact required information. If an Applicant illegally uses a pseudonym or provides false information, he/she cannot enjoy or claim the rights set forth in the Terms, and the Company may terminate the Service Contract.
3. The personal information provided by the Applicant when applying for the Service is protected by governing laws and regulations and the Company's privacy policy.
4. If the Customer is not a minor under the Civil Law, they can apply for the Service. If the Customer is a minor under the Civil Law, even with the consent of their legal representative (guardian), they cannot use the Service. By using the Service, the Customer confirms to the Company that they are not a minor.
5. After receiving an application, if any of the following apply, the Company may refuse or delay approval of the Service application, or terminate the Service:
 1. The Applicant does not use his/her real name or has stolen the identity of another person.
 2. The Applicant provides false information or does not submit the information required by the Company.

3. The Applicant intends to use the Service for fraudulent purposes, such as a violation of law or tort.
 4. The Approval of the application is not available due to the Applicant's fault or the application is in violation of the Company's policy.
 5. There is the remaining amount of the fee that the Applicant has to pay to the Company
 6. The Applicant has a history of delaying payment of the Service fee (hereinafter "Service Fee") or of illegal use of the Service.
 7. In addition, if there are any other reasons that the Company deems it highly inappropriate to approve the application, the Company may refuse to approve it.
6. If the Company decides to refuse or postpone the use of the Service, it sends a notification of such decision to the Applicant.

5-2 Provision and Termination of Service

1. The Company provides a stable Service 24/7 throughout a year. However, the Company may restrict all or part of the Service in the following exceptional cases:
 1. Cases such as equipment repairs, maintenance, or other necessary tasks
 2. Cases Where there is a risk of hindering normal Service operation due to a national emergency, equipment malfunction, or sudden increase in Service usage
 3. Cases where the Company is unable to provide stable Service due to inevitable reasons such as natural disasters
 4. Cases where the telecommunications Service provider (specified in the Telecommunications Business Act) has suspended the communication service.
2. When the Company restricts all or part of the Service usage, it will provide prior notice on the Service access screen or website. However, in unforeseeable circumstances, the Company will notify the Customer without delay after the event.

5-3 Management and Responsibility of Customer Accounts

1. Customers are responsible for managing their own ID and password, and preventing third parties from using them. The Customer will be held responsible for any liability that arises from violation of this requirement, or failure to follow the guidelines or instructions provided by the Company. The Company shall not be held responsible for any disadvantages arise from Customer's liability.
2. The Company may restrict the use of the ID if there is a risk that the personal information of the ID owner might be disclosed or released without approval or if it is possible that the ID is treated as associated with the Company or the Company operatIf the Customer finds that his/her ID, password, and Private Key have been stolen or used by a third party, the Customer must notify the Company immediately of the fact and follow the Company's guidelines. However, the Company will not be held liable for any loss or damage to the Private Key, which is directly stored and managed by the Customer.
3. The Company may restrict the use of the ID if there is a risk that the personal information of the ID owner might be disclosed or released without approval or if it is

possible that the ID if there is a risk that the ID is treated as associated with the company or the company operator.

4. The Company can limit the number of accounts an individual Customer can hold based on the Company's policies. For details, refer to the information posted on the Service homepage.

5-4 Suspension or Termination of Service Use by the Company

1. The Company can stop providing the Service to the Customer without notice for the reasons below:
 1. If the Customer has not paid the fee within 4 days of the payment date
 2. The Customer performs a transfer or mediation of a large amount of information or advertisements which may interfere with the stable Service operation or such events occur.
 3. A program which is run in the Customer's server causes damage to other Customers' system, affects the Service operation of the Company or causes failures, or there are risks of the possibility that such damages, errors or failures might occur.
 4. The Customer incurs unusual traffic spikes in the operating system and affects the network during use of the Service.
 5. It is found that the Customer has not installed security patches appropriately in the server, which might pose risks to the Service operation of the Company.
 6. The Customer uses the Service for any purpose against national or public interests.
 7. The Customer's use of the Service violates related laws or is deemed against public ethics or orders.
 8. A Customer's activity causes libel against other people or disadvantages to them.
 9. The server which a Customer is using is infected by a virus or is suspected of being infected by the same
 10. There is legal evidence to halt the Customer's use of the Service, including, but not limited to, a claim made by a third party that the information the Customer processes via the Service infringes on that third party's right.
 11. A government agency requests or gives an order of a temporary suspension of the use of the Service following legal procedures.
 12. The Customer accesses or uses the Service in a way to avoid limitations or restrictions notified in association with the use of the service and the conditions to use the Service set by the Company (for example, creating multiple business accounts to use the Service for free or special price deals).
 13. Any other related laws or conditions and terms of use set by the Company are violated.
2. If the Customer's Service is suspended due to the reasons mentioned in the preceding clause, the Company shall notify the Customer of the reason for suspension, the period of suspension, and the official measures for raising objections. The Company shall promptly restore the Customer's rights of using Services when the reasons related to Clause ① are resolved or are no longer valid.

3. If the reason for the stoppage of usage remains valid, the Company can terminate the corresponding Service Contract. In this case, the Company sends a notification to the Customer in accordance with the method specified in 7. Notification
4. Customer's data stored on the server used during the service period will be deleted upon termination of service and will not be recovered for any reason.
 1. Nodit will delete all service data, including API Key, Project, etc. that you created.
 2. Luniverse will delete all service data, including Node, Storage, etc. of Sidechain that it created.
5. The Company can charge the Customer for fees related to the Service during the period of the stoppage that was enacted for the reasons specified in this article.

5-5 Termination or Suspension of Service by Customer

1. If the Customer wishes to terminate the use of the Service, Customer can directly submit a cancellation request online through the Service provided by the Company. However, if there are outstanding usage fees, the termination request is possible only after payment of those fees are made.
 1. The personal information provided during membership registration will be deleted immediately upon withdrawal.
 2. Withdrawn Customers cannot register with the same account for 30 days.
2. During the Service period, the Customer must directly back up all data stored on the server prior to the termination. The Company will delete all servers and resources along with the termination and they cannot be restored for any reason.

6. Customer Information Management

6-1 Changes in Customer Personal Information

1. The Customer can view and modify his/her personal information anytime from the admin page of the personal information on the Service website. However, it is not allowed to make any modifications to the required information for Service management, including, but not limited to, the name of the corporate Customer, the real name of the individual Customer, the business registration number or the unique ID number.
2. If the Customer information changes after the application for use of the Service is submitted, the Customer must correct the information on the Service website and notify the Company via email or other means of the correction.

6-2 Transfer and Changes in Related Customer Information

1. No Customer may transfer, assign or establish security with rights or obligations set forth in the Service Contract or any other rights used in this contract to any third party at his/her own discretion.
2. If the third party ("Transferee"), not a Customer, inherits the legal status of the Customer in the Service Contract with the Company due to inheritance, merger or division on the side of the Customer, the Customer and Transferee must immediately

notify the Company following the method and procedure specified by the Company by submitting documents that certify the succession.

3. Transferee is responsible for fully fulfilling the conditions required by the Terms and the Service Contract before inheriting the legal status. If there is a problem with the succession, the Customer and Transferee are jointly and severally liable.

7. Notification

1. When the Company sends notifications to the Customer, it uses the email address that the Customer used for registration when applying for the use of the Service unless otherwise specified in the Terms.
2. In cases where it is necessary to notify all Customers, the notification can be substituted by posting on the Service website for more than 7 days. However, this clause does not apply when notifying Customers of changes that are unfavorable to their rights and obligations.
3. The Customer is required to keep his/her contact information (including email address, mobile phone number, landline number) up-to-date to receive notifications from the Company. The Company is not liable for any disadvantages occurring to the Customer when the contact information is not up-to-date.

8. Remediation

8-1 Remediation by Company

1. If the Company fails to comply with the SLA (Service level agreement) of the Individual Service due to its fault, the Company may compensate the Customer for damages in accordance with the provisions specified in the SLA.
2. To demand remediation, the Customer must submit documentation that clearly states the reason for the claim, the amount that is claimed for, and the grounds for calculating the amount to the Company. The Company can deduct the monthly Service fee from the remediation amount.
3. This article applies only to Customers who use paid Services, and the Company is not liable for any damages caused to Customers of the free Service.
4. The Company can change, suspend or add to the SLA of the Individual Service at any time in accordance.

8-2 Remediation by Customer

1. The Customer agrees to indemnify, defend, and protect the Company, its affiliates, their respective employees, agents, partners, and licensors if any dispute occurs for the following reasons.
 1. The Customer breaches or infringes on the Terms, governing laws and rules.
 2. The Company takes measures to investigate the suspicious violations of the Terms or to resolve violations that are confirmed to have occurred.

2. If the Customer compensates the Company for damages, the remediation must include, but is not limited to, the legal costs and other expenses incurred by the Company and/or the compensations demanded by the claims set forth above.
3. To demand remediation, the Company must submit documentation that clearly states the reason for the claim, the amount that is claimed for, and the grounds for calculating the amount to the Customer.

9. Restrictions and Exceptions

9-1 Ownership and Intellectual Property Rights

The Company owns all ownership and intellectual property rights to its products, including the Service, Developer Portal, and API. Unless otherwise stated in the terms and conditions, no rights are granted to the Customer. The company grants the Customer a limited, revocable, non-exclusive, and non-transferable license in accordance with the conditions of these terms and conditions. Customers are prohibited from modifying, distributing, altering, tampering with, repairing, or creating derivative works of the Service unless allowed by the terms and conditions.

9-2 Liability Disclaimers

1. The Service is provided “as is” and “as valid” to the maximum extent permitted by governing laws. The Company does not guarantee allusively or expressly any matters including, but not limited to, the conditions, quality, durability, performance, accuracy, reliability, merchantability, fitness for a particular purpose, prevention of infringement, seamless provision of the Service, prevention of errors, prevention of harmful factors, security or the prevention of damage or loss to the functions or data.
2. The Company does not represent or guarantee the validity, accuracy, reliability, quality, stability, completeness or timeliness of the information provided in the Service to the maximum extent permitted by governing laws. Some jurisdictions do not allow exclusion from the implied guarantee or limitation on the expiration period of implied guarantee, so the above exclusion or limitation may not apply to the Customer in those jurisdictions.

9-3 Limitations of Legal Liability

1. Notwithstanding any other provisions, the Company is not liable for the maximum extent permitted by governing law for any loss or damage that occurs in association with the following, even if such event is foreseeable.
 1. Force majeure such as natural disasters or wars
 2. The Customer’s intention (including willful negligence), omission or negligence
 3. Failure of telecommunications Services provided by a Service provider other than the Company
 4. Disruptions of the Service due to operations including inspection of the Service, except for cases where the Service is stopped due to the Company’s intention or major negligence

5. Disruptions of the Service due to maintenance the Company needs to perform
 6. Use of the Service that exceeds the scope of the Service defined in the Service Contract
 7. Damages to a third party due to the inaccuracy or illegitimacy of the information posted by the Customer to the Service
 8. Infringement of security due to the Customer's negligence in the management of system security
 9. Disruptions of the Service due to force majeure including national emergency, national network disruption, or the equivalent event
 10. Disruptions of the Service to prevent the impact of incidents in the system operated by the Customer via the Service from spreading across the Service
 11. Failures of the Service due to infringements from outside even though the Company takes security measures to comply with the relevant laws
 12. To prevent the spread of incidents occurring in the customer's information system leading to service disruptions
 13. In case of a failure caused by any device, software, application, or OS installed by the Customer on the Company's Service, the Customer will be responsible for the issue.
 14. when the Customer is using the Service for free.
2. The maximum accumulated amount to be compensated by the Company for any damage, loss, or reason of litigation arisen because of the contract, tort (including negligence), and the like is the higher amount among (A) the total amount that the Customer has paid for the use of the Service for 6 months prior to the date of occurrence of the circumstance that the litigation is filed under this provision, and (B) 1,000 US dollars. Limitations of legal liability (as explained in this provision and others of the Terms) are set for the sake of any benefits of the Company and its affiliates and their successors and transferee. The provisions for exemptions from or limitation on liability may not apply to Customers in some jurisdictions that do not recognize exemptions from or limitations on liability for incidental or consequential damages.

10. Clause and Legal Compliance

10-1 Separation Rule

Even if any provision is judged to be invalid or unenforceable by a court or competent court, the enforceability of the remaining provisions shall remain valid and enforceable without being affected by the judgment.

10-2 Non-waiver Clause

Even if the Company does not exercise rights or take action in relation to the Customer's breach of the Terms, it is not viewed as the Company waiving the rights of the Terms and the enforcement of those rights for activities that occur consequently or are similar to the breach.

10-3 Governing Laws and Jurisdictions

1. The Terms are governed by the laws of the Republic of Korea, regardless of the principles of conflicts of law and the location of the Customer.
2. The Customer and Company permanently agree to the exclusive judicial power and jurisdiction of the Seoul Central District Court and waive the right to object to the inconvenience caused by the exclusive judicial power and jurisdiction.
Notwithstanding the preceding Paragraph, the judgments and decisions of the Seoul Central District Court may be executed by any court in the locations of the Customer and Company.

10-4 Compliance with Trade law

To purchase and/or use Service, the Customer agrees to comply with all applicable laws on data protection, imports, re-imports, sanctions, anti-boycotts and export control, and national export control systems, including EU Dual Use Export Controls, US Export Administration Regulations, International Traffic in Arms Regulations, and international and national economic sanction programs. To avoid confusion, the Customer (and its end-user, if applicable) is solely responsible for compliance with any applicable regulations related to the ways that the Customer chooses for the use of the Service, including the transmission and processing of the Customer's information, and for the corporate Customers, the use of the end user's information. All the information uploaded by the Customer or its end users can be hosted on the Company's servers across the world, and the Customer cannot upload the information listed on the relevant trade restrictions list and is responsible for ensuring that its end user does not upload any prohibited information. The Customer confirms and guarantees that the Customer is not the subject list of sanctions enforced by the UN Security Council, the National Security Council, the U.S Government (e.g., the list of the EU countries designated by the U.S government and list of overseas sanction-applied member countries of the corresponding countries), and any other organizations that are not limited to the same.

11. Additional Clause

11-1 Restricted Use of Spammer

1. The Company may restrict the use of Service or terminate the Service Contract if the Customer's activity, with respect to sending spam mail (here, the "spam mail" is defined as advertising information for marketing sent or published unilaterally against the recipient's obvious refusal of receiving mail), falls into the following cases.
 1. The Korean Communications Committee or Korea Internet and Security Agency detect the Customer's activity of sending spam mail and request stoppage of the Customer's use of the Service.
 2. The Customer sends spam mail in mass and causes failures in the Service system, or such failure is likely to occur.
 3. The Customer continues to send spam mail even after the recipient demanded deletion of his/her email address from the recipient list.
2. The Customer may be held liable for civil and criminal liability for sending or posting advertising information for commercial purposes unilaterally against the recipient's explicit intent to refuse.

11-2 Promotion

The Customer agrees to allow the Company to use their name and logo and provide a general description of their relationship with the Company for press releases and other marketing materials.

11-3 Independent Contractor

The Company and the Customer are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the company and the Customer.

11-4 Language

All the means of communication that the Company uses for posts or notifications under the Terms are provided in Korean. In this case, the Company can provide the English version along with the Korean version for the convenience of the user. However, when the Company provides the English version of the Terms, posts or notifications, the Korean version prevails over any discrepancies between the Korean and English versions. Nonetheless, the Customer can choose either Korean or English as the language for communications with the Company.

12. Changes in Term of Service

If there are any additions, deletions, or modifications to this Term of Service, we will provide prior notice at least 7 days in advance. However, in case of significant changes that may affect user rights such as changes to the items of personal information collected or the purpose of use, we will provide prior notice at least 30 days in advance and may obtain user consent again if necessary.

- Announcement date: 2024.07.16
- Enforcement date: 2024.07.23

You can check the previous Term of Service below.

[2024.04.15 ~ 2024.07.22](#)

[2024.02.28 ~ 2024.04.14](#)

[2023.05.12 ~ 2024.02.27](#)

[2019.03.18 ~ 2023.05.11](#)

[Service Level Agreement](#)