

Terms of Use for Chatbot Service

Article 1 (Purpose)

The purpose of these Terms of Use is to set forth necessary matters between TUNiB Inc. (the “**Company**”) and its members in connection with the use of Chatbot (as defined below) service provided by the Company through its messenger service and any other services related thereto (the “**Services**”).

Article 2 (Definition)

The terms used in these Terms of Use are defined as follow:

1. “**Service**” means the Chatbot service and any other related services that can be used by members through the messenger service provided by the Company, regardless of devices incorporating the service (including personal computers, portable devices, and any other wired and wireless devices);
2. “**Chatbot**” means the application software that can interact with users through the messenger service;
3. “**Member**” means a customer with an age of 14 or above who enters into a User agreement with the Company for use of the Service provided by the Company in accordance with these Terms of Use;
4. “**Account Information**” means Members’ profile information, any other information provided by Members to the Company, and information on the use of the Service;
5. “**Contents**” means all types of deliverables (including texts, images, stickers, videos, and any other multimedia materials) provided by the Company to Members through the Service.

Article 3 (Publication and Amendment of Terms of Use)

1. The Company shall publish the terms and conditions of these Terms of Use on its service website (bloony.ai) to ensure convenient access by Members.
2. If necessary, the Company may amend these Terms of Use to the extent not violating applicable laws.
3. To amend these Terms of Use, the Company shall notify, or publish to, Members the effective date of the amendment and grounds for amendment in the manner set forth in Paragraph 1 above together with the current Terms of Use, for the period starting from seven (7) days prior to the effective date of the amended Terms of Use until the day preceding the effective date. Provided, however, that such notice shall be given at least thirty (30) days prior to the effective date, if the Terms of Use are to be amended unfavorably to Members.
4. The Company’s notice on the amendment of the Terms of Use pursuant to the above Paragraph will state that any failure of a Member to expressly object to the amendment of the Terms of Use by the day preceding the effective date of such amendment would be considered as a consent to the amendment of the terms of Use. Despite such the Company’s notice, if a Member does not expressly provide its objection against the amendment of the Terms of Use, such a Member is deemed to have provided a consent to the amendment as of the effective date of the amendment. Any Member who has indicated disagreement to the amendment of the Terms of Use may choose to terminate the User Agreement or cancel membership. In any extenuating circumstance where the Company cannot apply the existing Terms of Use, it may terminate the User Agreement.

5. These Terms of Use shall, in principle, apply as of the time each Member agrees hereto until the Member's cancellation of membership. Provided, however, that some clauses of these Terms of Use may remain valid even after such Member's membership cancellation.

Article 4 (Interpretation)

1. The Company may have a separate operation policy in addition to these Terms of Use and, if any matter therein conflicts with these Terms of Use, the Terms of Use of each individual Service shall prevail.
2. Any matters not specified herein or interpretation thereof shall be governed by the operation policy, user guidance, and applicable laws.

Article 5 (Execution of Use Agreement)

1. The Use Agreement shall be entered into when a person who wishes to become a Member ("Membership Applicant") agrees to the terms and conditions of these Terms of Use and then completes the membership application according to the procedures determined by the Company and when the Company approves such application.
2. To maintain the number of Members during the period of beta test to improve the Service, approval of membership applications may be delayed or rejected.
3. In addition to the cases under Paragraph 2 of this Article, the Company may not approve applications filed by Membership Applicants in any of the following cases and, even after membership is granted, may cancel its approval or terminate the Use Agreement if any of the following events is confirmed:
 - (1) If the Membership Applicant has previously lost its status as a Member in accordance with these Terms of Use;
 - (2) If the Membership Applicant used a non-real name or another person's name;
 - (3) If the Membership Applicant stated or provided false or incorrect information, or failed to state the information required by the Company;
 - (4) If approval cannot be granted due to a reason attributable to the Membership Applicant, or relevant application is filed in violation of any matter set forth in these Terms of Use;
 - (5) If the Membership Applicant is under 14 at the time of membership application.
4. The Use Agreement shall come into existence at the time the Company indicates completion of membership application during the application process.

Article 6 (Protection of Personal Information)

1. The Company shall endeavor to protect the personal information of Members as prescribed in the Personal Information Protection Act and other applicable laws. The protection and use of personal information shall be governed by applicable laws and the Company's Privacy Policy. Notwithstanding the foregoing, the Company's Privacy Policy shall not apply to any linked webpages, etc. other than the webpages produced by the Company.

Article 7 (Notices to Members)

1. Unless otherwise specified in these Terms of Use, the Company may send a notice to a Member's email address within the Service.
2. In the case of a notice addressed to entire Members, the Company may display the notice on the first page of its Service website for at least seven (7) days in replacement of a notice under Paragraph 1 above.

Article 8 (Obligations of the Company)

1. The Company shall comply with applicable laws and these Terms of Use and use its best effort to provide consistent and stable Service.
2. The Company shall have a security system to protect personal information so that Members can securely use the Service and shall publicly announce and comply with its Privacy Policy.
3. No officer or employee of the Company may divulge or distribute Members' personal information in connection with the provision of the Service to any third party other than the Members, and any breach thereof may serve as a ground for removal from the employment position.
4. If the Company acknowledges that any opinion or complaint submitted by a Member in connection with the use of the Service is justified, it shall accordingly handle such opinion or complaint and may communicate the handling process and result thereof to the relevant Member by means of the first page of the Service's website or through email, etc.
5. The Company shall use its best effort to provide convenience in the procedures and substances related to the contract with Members, such as execution of the User Agreement, amendment of the terms and conditions, and termination thereof.

Article 9 (Obligations of Members)

1. Members shall comply with applicable laws, the terms and conditions of these Terms of Use, user guidance, any matters to be observed as notified in connection with the Service, matters notified by the Company and shall not engage in any other act that interferes with the business of the Company.
2. No Member shall engage in any of the following acts:
 - (1) Violation of these Terms of Use;
 - (2) Interruption of the normal operation of the Service by hacking the Service or using any other similar program (e.g., hacking or distribution of viruses, DDoS attack, etc.);
 - (3) Engaging in acts that reproduce, disassemble, imitate, or otherwise transform the Service through copying, modifying, distributing, selling, lending, reverse-engineering, or attempting to extract the source of the Service and any part of the software contained therein without the Company's prior approval;
 - (4) Engaging in acts that process the response scripts provided by the Service and use them as data for learning without authorization;
 - (5) Distribution of false information about the Service or otherwise obstruct business;
 - (6) Modification of any information posted by the Company;
 - (7) Infringement of the copyright or other intellectual property rights of the Company or any third party;
 - (8) Entering any obscene or violent message, video or voice or any other information against public order and good morals into the Service;
 - (9) Use of the Service for for-profit purposes without consent of the Company;
 - (10) Stealing another person's information;
 - (11) Illegal manipulation of the Service using technical means, such as using malicious programs and bugs or exploiting system vulnerabilities, or acts resulting breakdown of server and network systems of the Company;
 - (12) Engaging in any other illegal acts in violation of laws currently in force or any act against the matters additionally announced for the Service.

Any Member who breaches any of the above may be subject to mandatory cancellation of membership and civil or criminal liability.

3. If the Company requests Members to provide information or clarify any facts in order to verify their violation of this Article, the Members shall cooperate with such request in good faith.

Article 10 (Provision of the Service)

1. The Company shall immediately allow Members who executed the User Agreement pursuant to Article 5 to use the Service. Provided, however, that some of the Service may be provided from the date designated by the Company upon any necessity thereto.
2. The Service shall be, in principle, provided for 24 hours a day, all year round, but the Service may be suspended, fully or partially, in any of the following cases, in which case the Company shall notify the reason and the period for such suspension in advance in the manner set forth in Article 7. Provided, however, that in any extenuating circumstance where prior notice is not available, such notice may be given afterwards:
 - If suspension is necessary for system operation due to regular system inspection, addition or replacement of the servers, network instability, etc.;
 - If normal provision of the Service is not possible due to the service breakdown of the chatting program, power outage, failure of the service facilities, excessive load on the Service, repair or inspection of the facilities by core telecommunications service providers;
 - In situations that cannot be controlled by organizations, such as war, civil war, natural disaster or any national emergency corresponding thereto.
3. The Company may conduct a regular inspection if it is necessary to provide the Service, and the period for such regular inspection shall be specified in the notice posted on the Service webpage.

Article 11 (Modification of the Service)

1. The Company may modify the contents of the Service and operational and technical matters to provide stable Services.
2. In order to modify the Service, the Company shall give a prior notice specifying the details of modification and with an effective date. Provided that, however, if the modification involves substantial changes relating to the rights and obligations of Members or the use of the Service, the Company shall notify Members seven (7) days prior to the effective date, or thirty (30) days prior to the effective date if intended modification is unfavorable to Members.
3. The Company may fully or partially amend, suspend or modify the Service provided free of charge, if necessary for the Company's policy or operation, regarding which the Company shall provide no compensation to Members, unless otherwise expressly specified in applicable laws.
4. Members who do not agree to the modification of the Service may indicate their disagreement to the Company and terminate the Use Agreement.

Article 12 (Types of the Service)

1. The Company may provide Service that can be used by Members without paying any fees (the "**Free Service**") and Service that Members can use by paying certain amount of pre-determined fee (the "**Paid Service**"). Members may elect to use either Service.
2. Members can use the Paid Service and any Contents purchased through the Paid Service starting from the time the use thereof is commenced until the Service is discontinued. If the Paid Service is suspended or discontinued upon a notice, the period of use shall be until the end date of the Service stated in the notice. If the Service is suspended, the right to use may be accordingly terminated.
3. The method of payment, the period and conditions for the use of the Paid Service shall be subject to as predetermined by the Company.

Article 13 (Cancellation of Purchase)

1. Members who entered into the agreement on the use of the Paid Service with the Company may cancel their purchase within seven (7) days from the date of purchase or the first available date of the Paid Service.
2. No Member may cancel the purchase pursuant to Paragraph 1 above against the Company's agreement in any of the following cases:
 - (1) If the substance of the Service is destroyed or damaged due to a reason attributable to the Member;
 - (2) If the Member has used or partially consumed the Service;
 - (3) If the Service cannot be resold due to the lapse of time;
 - (4) Any other cases determined by law for the safety of the transaction.
3. If the purchase of the Paid Service cannot be cancelled pursuant to Paragraph 2 (2) through (4) above, the Company shall clearly indicate such fact on the space readily available for Members, provide test products, or otherwise take measures to ensure that exercise of the right to cancel purchase is not interfered with. If the Company fails to take such measures, relevant Members may cancel their purchase despite the grounds for restricting cancellation of purchase under Paragraph 2 (2) through (4).
4. If, notwithstanding Paragraphs 1 through 3 above, the substance of the Paid Service is different from what was indicated or advertised or if the Paid Service is performed differently from the terms and conditions of the contract, Members may cancel their purchase within three (3) months from the date of purchase or the first available date of the Paid Service or within thirty (30) days from the date they learned or should have learned such fact.
5. Members may cancel their purchase orally, in writing (including electronic documents), or by email.

Article 14 (Effect of Cancellation of Purchase)

1. Upon a Member's cancellation of purchase, the Company shall, without delay, collect or delete the Paid Service of the Member and refund the relevant payment within three (3) business days from the date of collecting or deleting the Paid Service.
2. In such cases, if the Company delays the refund payable to the Member, the Company shall pay interest thereon in an amount calculated by multiplying the delayed period by the interest rate set forth in the Act on the Consumer Protection in Electronic Commerce and the Enforcement Decree thereof.
3. In refunding the amount above, if the Member has made the payment using a credit card or by any other means of payment set forth in the Enforcement Decree of Act on the Consumer Protection in Electronic Commerce, the Company shall, without delay, request the business operator who provided such means of payment to suspend or cancel the billing of the payment. Provided, however, that if the Company has already been paid by the settlement service provider, the Company shall refund the payment to the settlement service provider and notify the Member thereof.
4. If the Service has been partially used or partially consumed, the Company may claim from the Member an amount equal to the benefit obtained by the Member through such partial use or partial consumption of the Service or equal to the expenses incurred in supplying such Service.
5. Upon the Member's cancellation of purchase, the expense to be incurred in returning the Service shall be borne by the Member, and the Company shall not claim any penalty for breach of contract or damages from the Member by reason of cancellation of purchase.

Article 15 (Provision of Contents, and Copyrights)

1. The copyrights to all Contents provided within the Chatbot website (bloony.ai), social network accounts, and the Chatbot Service shall be owned by the Company.
2. The Company may utilize the information of the Members in order to provide the Contents customized for the Members.
3. The Contents provided by the Chatbot are provided by the artificial-intelligence algorithms, and the Company shall not be responsible for, and shall not guarantee, the integrity or accuracy, of the Contents.
4. Any loss or any other issues resulting from arbitrary or unauthorized use of the Contents shall be entirely attributable to the relevant Member's personal decision and the Member shall be responsible thereof, and the Company shall not be held liable therefor.
5. No Member may use the Contents displayed in the Service without authorization for commercial purposes or any other purposes involving personal gains.
6. Any Member who caused harm or injury to the Company through any illegal use of the Contents displayed in the Service without authorization shall make compensation in accordance with legal procedures.

Article 16 (Rights to and Responsibility for Postings)

1. A Member shall be responsible for, and have rights thereof, with respect to any text, images, links and any other information posted by a Member within the Service (the "**Posting**"), if the Member has uploaded relevant Posting.
2. The Company may not monitor or control the Contents prepared by Members and shall not be held liable therefor. The Company shall assume no liability for, and shall not guarantee, the reliability, integrity or accuracy of the Postings uploaded by Members.
3. Members hereby permit the Company to use the Postings created by Members within the Service in Korea or abroad for the following purposes:
 - To reproduce, transmit or display the Postings to another website operated by the Company or any other website operated by another company;
 - To use the Postings in developing the Company's Services;
 - To allow the media, news agencies, etc. to cover or broadcast the contents of the Postings for the purpose of publicizing the Company's Services, in which case the Company shall individually notify relevant Member thereof.

Article 17 (Provision of Information and Publication of Advertising)

1. The Company may provide Members with various information deemed necessary for the Members' use of the Service via methods such as messenger push alerts or email.
2. Automated push alerts provided through the messenger service shall be subject to the terms of use and operation policy of such messenger service.
3. Members shall agree to the provision of information and advertising under Paragraph 1 of this Article. Provided, however, that Members may at any time use the messenger service feature to block the transmission of push alerts, and Members who receive emails with advertising may unsubscribe to such advertising emails from the Company.
4. Notwithstanding Paragraph 3 of this Article, the Company may provide Members with the matters that must be informed to the Members in connection with the Service, such as notices, regardless of their agreement, by displaying them on the Service webpage or on a pop-up message or sending a push alert.

5. The Company shall not be liable for any loss or damage incurred by Members who participate in, communicate with, or enter into transactions in the advertisers' promotional activities published on the Service or performed through the Service.

Article 18 (Attribution of Rights)

1. The copyright and intellectual property rights to the Service shall be retained by the Company.
2. In connection with the Service, the Company shall grant Members only the right to use the Service in accordance with the terms and conditions for use determined by the Company, and no Member may transfer, sell, provide as security or otherwise dispose of such right.

Article 19 (Limitation of Use)

1. The Company may immediately suspend the provision of the Service to certain Members in any of the following cases without separate compensation therefor:
 - (1) If the Members have violated these Terms of Use or applicable laws (including the Act on Promotion of Information and Communications Network Utilization and Information Protection, Personal Information Protection Act, Copyright Act, etc.) in using the Service;
 - (2) If the Members have infringed upon the rights of any third party, such as copyright, in using the Service;
 - (3) If the Members have violated sound social order or engaged in any act against good social morals and customs or public order in using the Service;
 - (4) If the Members have caused overload on the Company's system, server, etc., made a mechanical access through an automated program, etc., or wrongfully accessed or attempted to access the Company's system or server by invading or attempting to invade it; and
 - (5) If the Members have violated the operation policy or notice expressly notified by the Company.
2. To restrict the use of the Service pursuant to this Article or terminate these Terms of Use pursuant to Article 20, the Company shall notify Members thereof in the manner set forth in Article 7.
3. Members may raise an objection in accordance with the procedures determined by the Company with respect to the restriction of use under this Article. If the Company acknowledges that such objection is justified, the Company shall immediately resume the use of the Service.

Article 20 (Termination of the User Agreement)

1. Members may at any time request termination of the User Agreement, and the Company shall immediately handle such request as prescribed in applicable laws, etc.
2. If there is any material reason not to maintain these Terms of Use, such as where any Member has engaged in any act prohibited by these Terms of Use, the operation policy thereunder, or applicable laws, the Company may terminate these Terms of Use by a predetermined date after giving a notice a considerable period of time in advance.
3. Upon completion of the termination of these Terms of Use, all Members' information except for the information to be retained by the Company in accordance with applicable laws and the Company's Privacy Policy shall be deleted.
4. Notwithstanding the preceding Paragraph, if the Company terminates these Terms of Use in accordance with Paragraph 2 above, the Company may retain Members' information for a certain period of time for the purpose of receiving and handling objections from Members and shall delete such Members' information after the lapse of such period.

Article 21 (Inactive Account)

1. If any Member has not used the Service for one (1) year or any other period requested by the Member or longer, the Company shall convert the Member's account into an inactive status and store the personal information of such account separately from the personal information of other active Members.
2. Log-on with an inactive account shall be restricted, and the Company shall not use or provide any personal information of any account converted into the inactive status.
3. The Company shall give a prior notice to relevant Member thirty (30) days prior to the scheduled date of inactivation pursuant to Paragraph 1 of this Article. After the conversion into an inactive account, the Member may lift the inactive status through a separate authentication procedure.

Article 22 (Limitation of Liability)

1. The Company's liability for the provision of the Service shall be released if it is unable to provide the Service due to a natural disaster, DDoS attack, IDC failure, network failure of a core telecommunications service provider, or any other force majeure event corresponding thereto.
2. The Company shall not be liable for any interruption of the use of the Service due to a reason attributable to any Member.
3. The Company shall not be liable for the reliability or accuracy of any information, materials and facts posted by Members in connection with the Service.
4. The Company shall not be held liable in connection with the use of the Service provided free of charge, unless otherwise expressly set forth in applicable laws.
5. The Company shall not guarantee the identity of any Member. In addition, the Company shall not be liable for compensating for any psychological damages incurred by any Member due to another Member in the course of using the Service.
6. The Company shall not be liable for the reliability or accuracy of any responses (replies) provided to Members through the Service and shall not confirm or guarantee the accuracy or integrity of such responses (replies).
7. The Company shall not be liable for a Member's failure to obtain benefits it has expected from the use of the Service, and the Company shall be released from the liability for any damage, resulting from the selection or use of the Service.
8. The Company shall not be liable for any issue caused by a Member's mobile environment or the security issues outside the scope of control by the Company or for network hacking that cannot be defended by the current security technology or any other issue caused without a reason attributable to the Company.
9. The Company shall not be liable at all for any damage caused when Members divulge or provide their personal information to another person.

Article 23 (Governing Law and Jurisdiction)

1. In the event of any dispute between the Company and a Member, such a dispute shall be governed by the laws of the Republic of Korea.
2. Any litigation arising out of a dispute between the Company and a Member shall be submitted to the competent court of jurisdiction under the Civil Litigation Act of Korea.
3. Notwithstanding the preceding Paragraph, if the application of the laws of the country in which a Member is a resident results different interpretation of the Terms of Use, the interpretation under the applicable laws of the country shall prevail.

<Addendum>

These Terms of Use shall take effect from January 20, 2022.