ANIPEN

Anipen Service Terms of Service

This agreement defines the conditions of use between ANIPEN Inc. (herein “ANIPEN”) and those (herein, “user”) using ANIPEN products (herein, “ANIPEN service”).

1. ANIPEN Service

ANIPEN service refers to the mobile application (herein “App”) provided by ANIPEN; website (herein “Web”) or services rendered by access to them. ANIPEN offers a wide range of services that can be enjoyed on the Internet or by mobile, such as picture editing and sharing service, video editing and sharing service, SNS, and bulletin board, based on content authoring technology. The user can install ANIPEN service by downloading it directly from the open market or through the Web on a PC to a smartphone.

2. Start of Agreement

The agreement for the use of ANIPEN service takes effect after the user thoroughly reviews ANIPEN’s terms of service (http://www.anipen.com/en/termsofservice) from ANIPEN’s App or the Web and the terms of personal information management (http://www.anipen.com/en/privacy); agrees to both terms; applies for ANIPEN account creation; and ANIPEN approves the application. However, if the user violates ANIPEN’s copyrights and operational policies, by acts such as piracy of another person’s information, ANIPEN may defer the approval of the ANIPEN account application, or cancel the ex post facto service agreement. Although some of ANIPEN’s services may be used without creating an ANIPEN account (non-member usable), the user must agree to the terms of the non-membership service agreement (http://www.anipen.com/en/agreement). The scope of services offered is then limited.

3. ANIPEN Account

ANIPEN account is a login account that a user must have in order to use ANIPEN services. The account is created after the user agrees to the terms of this agreement and the personal information policy, and directly registers his or her email and password (if required, some services may require confirming the user’s email or phone number) and ANIPEN approves the application. To use ANIPEN services, an ANIPEN account may be required; for some ANIPEN services, an account is required. A user cannot use another user’s account without permission, and must provide correct information about him- or herself when creating an account. Because the user is responsible for password security and account use, ANIPEN claims no responsibility for damage resulting from negligent management of the ANIPEN account or approval for use of the account to a third party by the user. If unauthorized use of the account and unauthorized

use of personal information related to account creation are discovered, notify ANIPEN through the ANIPEN's official email.

4. General Use of Service

ANIPEN assigns to the user the right to connect to its services and freely use them based on the terms of the service agreement. However, ANIPEN services cannot be used improperly. The user cannot correct or alter ANIPEN's services, in whole or in part, without authorization or use for sale, rent, or as collateral for profit-seeking purposes. ANIPEN can prohibit the user from using its services temporarily or indefinitely if the user is found to have violated public order and standards of decency and laws including acts of posting obscene information or content that infringes copyrights; attacked, slandered, disparaged/, or stalked others; or violated other copyrights and operational policies. For more details on the use of ANIPEN services, refer to ANIPEN's copyright and operational policies.

5. Service Notices

ANIPEN offers services every 24 hours, 365 days a year. However, please services may be stopped temporarily in cases of service and equipment maintenance or repair or in the event of a natural disaster or system failure.

The copyrights, secondary copyrights, industrial property rights, and all other rights and interests to creations such as images, characters, illustrations, and videos, produced using ANIPEN services all belong to ANIPEN Inc.

However, in the case of works created using images that are subject to licensing agreements between ANIPEN and its business partners, these rights belong either to the original licensor or to ANIPEN. (All CHANRIO-related copyrights, secondary copyrights, industrial property rights, and all other rights as well as resulting rights and interests belongs to SANRIO Co., Ltd. and all rights and interests to works derived from CHANRIO belong to SANRIO Co., Ltd.)

For details on copyrights, please refer to ANIPEN's copyright and operational policies.

6. Use of Content by the User

In addition to the aforementioned general items, the following conditions apply to the use of image and video contents.

a. In accordance with the laws of copyright and other intellectual property rights, ANIPEN holds the rights to ownership or use of contents, trademarks, service marks, and logos of the

b. The user has the right to use contents for personal purposes through features offered by the services permitted by the agreement. However, contents may not be used for copying, distribution, broadcasting, sales, or other purposes without consent from
c. The user may not conduct action that is in any way illegal or causes system/server failure or negatively affects other securities when using contents; may not conduct action that obstructs or prevents another user from using contents; and may not illegally copy or download without using the copy or download features offered in the services or contents.
d. If the user, while using or searching contents in ANIPEN services, is exposed to obscene, violent, or illegal material in the contents generated by users and in the contents originating from other sources, immediately notify ANIPEN through ANIPEN's official email or service reporting features.
e. ANIPEN service offerings are subject to change, interruption, and/or suspension without noti ce due to contractual arrangements with original licensor.

7. User Content Copyright

A user with an ANIPEN account may submit or post opinions about images, videos, written material, information, or ANIPEN to the ANIPEN Service. ANIPEN does not guarantee the confidentiality of contents submitted or posted by the user, and the following terms apply.

a. The user is solely responsible for the contents submitted or posted to the ANIPEN service. The user must own or possess the license and other rights to the contents submitted or posted, and in accordance with this agreement, assign to ANIPEN the license for all patents, trademarks, trade secrets, copyrights, or appropriation rights to such
b. The user has ownership to the contents submitted to or posted on the ANIPEN Service. However, if the user submits or posts content to or on ANIPEN service, the user assigns to ANIPEN the rights to promote or redistribute ANIPEN service (and its secondary creations) in part or whole through a media format and media channel. Furthermore, the user allows a global, non-monopolizing, free, transferrable, and sub-licensable license to use, copy, distribute the contents related to ANIPEN service and ANIPEN (and its successor and subsidiary) businesses; to write, or exhibit, present, and dramatize secondary creations; and to send and display online. The rights given to ANIPEN by the user in the license continue to exist even when the user stops using ANIPEN services or after terminating his or her ANIPEN
c. The content submitted to or posted on ANIPEN service by the user cannot contain data whose copyright is held by a third party or data whose appropriation right is held by a third party, except when the user has obtained legal consent from the owner or has obtained the rights
d. The user cannot submit to or post on ANIPEN service contents or other information that violates the copyright and operational policies of ANIPEN or violate the laws and regulations of the user's country or international laws and
e. ANIPEN does not allow violations to copyrights and intellectual property rights of the services. If the contents submitted or posted by the user violates the copyrights or intellectual property rights of a third party, all responsibility regarding the contents belong to the user who registered the content, and ANIPEN can delete all contents immediately and without prior notification.

8. Virtual Money Policy

ANIPEN provides virtual money that can be used in exchange for an item or product offered in a service.

a. To obtain virtual money, an ANIPEN account is required. The acquired virtual money can be confirmed in MyPage of the service after logging into the ANIPEN accont.
b. ANIPEN's virtual money can be acquired by buying it in the shop of ANIPEN service or through company events. Virtual money is offered as an In-App Purchase (hereafter "In-App Payment"). The user can purchase virtual money in accordance with the payment policy of each open market according to the type of terminal used by the user. Due to the difference in payment policies, the payment limit may be different. Furthermore, the price for virtual money depends on the method and policy set by the mobile communication proprietor or platform proprietor linked to the open market proprietor, or the open market proprietor itself, and the payment method also follows that proprietor.
c. The user can use a fee service designated by ANIPEN using virtual money (the fee service contains items, products, and contents that can be purchased using virtual money). The balance of the virtual money owned by the user decreases by the virtual cost of the purchased item in a fee service.
d. Virtual money cannot be converted to cash and cannot be sold or transferred to another person.
e. To use the In-App Payment securely, the user must use the password setting feature of the mobile terminal and that offered by the open market such as the Apple App Store to prevent In-App payment by a third party. To support this effort, ANIPEN applies modules and libraries to the App In-App payment that contain verification procedures offered by the open market in accordance with the recommendations and [Open Market Mobile Contents Payment Guideline] of the Korea Communications Commission. ANIPEN claims no responsibility for any In-App payment by a third party resulting from negligence by the user. If the user subscribed to the teenager fee system of a mobile communication company and performs an In-App payment on his or her terminal, then the legal guardian of the user is assumed to have consented to the payment.

9. Subscription Cancellation/Refund
    a. Fee services that can be purchased by virtual money are divided into those that can be unsubscribed and those that can be unsubscribed in a limited manner, and they are marked for easy distinction when a user uses the fee services. When a user purchases a fee service that can be unsubscribed, the user can unsubscribe (purchase cancellation) within seven days from the date of purchase or the date the service is open for use. The user can unsubscribe by telephone (031-261-0057) or email (support@anipen.com). However, some contents may not be unsubscribed under related laws and the agreement, and services that cannot be unsubscribed are handled by methods specified in related laws, such as separate notification through copyright and operational policy.

b. The following contents are excluded from un-subscription (purchase cancellation) in accordance with Section 17 Article 2, Subparagraphs 2 and 3 of the Act on the Consumer Protection in Electronic Commerce, ” and Article 27 of the Contents Industry Promotion Act.

    - Fee content that is used immediately after purchase or is applied immediately to the App.

    - Free virtual money and contents from events, promotions, etc...

    - Fee contents that have already been used, in whole or in part, at the time of a non-subscription request.

    - Fee capsule or probability-type contents (utility determined upon opening) that can be considered used when opened.

    - Fee contents whose period of use has expired or whose usefulness has been harmed, in whole or in part, because of the application of their effect.

    - Fee contents whose additional benefits offered upon purchase have been used.

    - Some fee contents having properties described previously.

c. Under any one reason given as follows, the user can unsubscribe from the content service agreement within three days from the date of use of the content or within 30 days of knowing or possibly knowing about the fact.

    -content is different from indicated or advertised.

    -content is executed differently from what is in the agreement.

d. In case of subscription cancellation, the user will immediately delete or return the fee service. ANIPEN shall give a refund within three working days of return using the same payment However, if the payment method requires receipt confirmation, the refund shall be made within three days of receipt confirmation, and if the same payment method cannot be used for the refund, the refund shall be given by the method indicated by the company.
e. If the user is unable to use the services purchased because of reasons attributable to ANIPEN, the same fee contents shall be offered free of charge or the price of purchase shall be refunded regardless of date of purchase. If the user is overcharged because of reasons attributable to ANIPEN, the total overcharge shall be refunded in full by the same payment method of However, if the overcharge occurred because of reasons attributable to the user, the user may bear, within reason, some of the cost for ANIPEN to refund the overcharge.
f. If a minor pays for fee content sold on the App without consent from a legal guardian, the minor or the legal guardian can cancel the In-App payment. However, if the In-App payment by the minor was within the asset range of

disposal by a legal guardian or if the minor disguises his or herself as an adult, cancellation is limited. Whether the purchaser of fee content is a minor can be determined based on the owner of the terminal used for the In-App payment or the owner of the payment method, such as indicated on a credit card. Upon request for payment cancellation, documents of proof of minor and legal guardian must be submitted as required by the company.

g. The communication fee and data transmission fee incurred for App download or network service use are not included in the refund.
h. Refund procedure follows the method set by the open market Therefore, if an overcharge occurs, the user should in principle request a refund from the open market proprietor or make an additional payment. However, the company can act as a proxy for the open market to conduct the aforementioned process, in accordance with the policies and system of the open market proprietor.

10. Change of Terms

a. ANIPEN can change the terms of agreement in case of reasonable cause, such as change of service. If this agreement is changed, ANIPEN shall notify the user of the change seven days before the new agreement takes effect (30 days prior if the change has a negative effect on the user's rights and duties) and for a considerably long period thereafter, and shall send the new agreement, effective date, and reasons for the change to existing users by email or ANIPEN notifies the user of any changes, but the user must regularly check the agreement (http://www.anipen.com/en/termsofservice).
b. The new agreement takes effect upon notifying the (Notification of change is done on the ANIPEN website and App.)
c. When ANIPEN changes the terms of service, the company confirms user agreement to the application of the change of terms of service, and provides notification. However, if the user does not express either agreement or rejection upon notification, ANIPEN assumes that the user has agreed to the new terms of service and provides notification of this assumption. If the user does not express rejection up to the date the new terms of service takes effect, then it is assumed that the user has expressed agreement to the new terms of service.
d. If the user does not consent to the application of the new terms of service, either ANIPEN or the user can cancel the service agreement.

11. Account Cancellation

a. If ANIPEN service is no longer desired, the user can request cancellation of the service agreement freely and at any time. The user may cancel the service agreement by membership cancellation through the ANIPEN service App or website, or by phone (031-261-0057) or email (support@anipen.com). When the membership has been cancelled,

all contents and data used on the ANIPEN service and possessed by the user will be deleted and cannot be recovered.

b. ANIPEN may limit the service use or cancel the account of a user without prior notification for the following reasons (hereafter “Limitation of Use”).

- Violation of the terms of service by the user.

- Violation of the copyright and operational policy by the user.

- Violation of other ANIPEN rights or endangerment to the service.

- Violation of or endangerment to the rights of another user.

- Acquisition and use of materials by abnormal means.

- Violation of related laws.

c. If ANIPEN limits the use of service in accordance with this agreement, ANIPEN shall notify the user of the fact and reason for this limitation. If the user objects to the limitation of service, the user may apply for an appeal following the appealing procedure set by ANIPEN, and if ANIPEN finds the appeal to be justified, it shall continue providing service to the user.

d. If the limitation was conducted in accordance with Section B, the user shall lose the right to use the fee service and cannot request a refund and compensation for damages. The user has the responsibility to compensate ANIPEN or another user for damages because of causes attributable to the user.

12. Personal Information Protection

To ensure the safety of the user’s personal information, ANIPEN collects the minimum amount of personal information required to provide its service, and does not disclose the information to any third party without the user’s consent. For more details on ANIPEN’s personal information protection, refer to ANIPEN’s personal information management policy (http://www.anipen.com/en/privacy).

13. Exemption and Damage Compensation

a. ANIPEN does not claim responsibility for any damage resulting from the use of ANIPEN service by the ANIPEN service is provided “as is” or in a “usable state.” The burden of risk related to the use of ANIPEN service lies with the user. Within the maximum scope allowed by law, ANIPEN is exempt from all responsibility, explicitly or implicitly, for any damage resulting from the use of ANIPEN service by the user. This means that ANIPEN claims no responsibility for errors or faults in the contents provided by external sites linked to ANIPEN service; for damages to the user’s hardware equipment or data loss; for products or services advertised or provided by a third party through ads; for

software risk transmitted through ANIPEN service; for service delays outside ANIPEN's control; and other types of losses or damage resulting from the use of contents provided through ANIPEN service.

b. The user must exempt ANIPEN (and its successor and subsidiaries) and managers, directors, stockholders, agents, and employees of ANIPEN from responsibility and ensure no harm for violations of the terms of service and personal information protection policy by the user, violations of related laws by the user, and claims made from the assertion that damages were incurred by a third party. These duties of exemption continue to be effective even after the termination of this agreement and the use of service by the user.
c. If the user incurs damage because of negligence by ANIPEN, ANIPEN shall take responsibility and compensate for damage. The damage compensation method and procedure shall be processed in accordance with the "Content User Protection Guideline." However, ANIPEN is not required to review user content prior to its registration or to check the content regularly. Furthermore, if in the case of a natural disaster or an act of God in equivalence, the service cannot be provided, ANIPEN does not hold responsibility for damage because of negligence of the user, such as illegal use of service; damage due to unauthorized connection to or use of ANIPEN's server and information stored in it by a third party by illegal means; damage due to content error or omission, etc.; damage caused between users during the use of ANIPEN service, such as libel and slander, as well as damage due to guaranty refusal; and all indirect, incidental, unique, punitive losses or consequent damages within the allowed limits of law.

14. Capacity of User's Action

ANIPEN shall provide this agreement as well as service to inform the user about the conditions.

that apply in using ANIPEN service. The user acknowledges that the user has received a reasonable opportunity to review this agreement and that the user has agreed to it.

The user confirms that the user has complete authority to follow this agreement because the user is 18 years or older, has authority as an adult though the user is a minor, has received consent from a legal guardian, or has agreed to the terms specified in this agreement.

15. Transfer

The user cannot transfer or move this agreement and the rights and license permitted by the agreement. However, ANIPEN can transfer them without limitation.

16. Resolution of Dispute

a. ANIPEN shall appropriately and quickly process the opinions and complaints raised by the user, and will notify the user of the results. However, if quick processing is difficult, ANIPEN shall notify the user of the reasons and processing schedule.

b. If ANIPEN does not process the settlement that finds the opinion raised by the user as invalid, it shall notify the user of this reason.
c. In the case of a dispute between ANIPEN and the user, ANIPEN or the user can apply for resolution of dispute with the Content Dispute Resolution Committee specified in Article 29 of the “Contents Industry Promotion Law.”.

17. Governing Law and Jurisdiction

The laws governing this agreement, ANIPEN service, and its use are the laws of the Republic of Korea (However, the CHANRIO PLUS service and its use shall be governed by the laws of Japan, pursuant to the principle of SANRIO Co., Ltd. (original licensor)), and lawsuits on disputes between the user and ANIPEN pertaining to ANIPEN service will be submitted to the competent court of related laws, such as civil law.

Inquiries about ANIPEN service should be directed to support@anipen.com.

Supplement

Article 1

This agreement takes effect on April 1, 2016.

Article 2

Company information is as follows.

Company : ANIPEN Inc

Representative : Jaewoong Jeon

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