



Anipen Service Terms of Service

Article 1 Purpose

The purpose of these Terms of use is to set forth the rights, obligations, and responsibilities of Anipen Co., Ltd. (hereinafter "Company") and users, and other necessary matters regarding the use of the Company, all products provided by the Company, and related networks, websites, and other services (hereinafter "Anipen's Services").

Article 2 Definitions

The terms used herein are defined as follows:

1. Members mean persons/entities that enter into a user agreement in accordance with these Terms of use, use the services made available by the Company, create their accounts by registering their personal information on the Company's server and use Anipen's Services by linking their account to outside accounts or registering their information on access devices.
2. Services mean mobile applications (hereinafter "Apps"), and websites offered by the Company or the services made available when accessing the Apps or websites.
3. Account information means the information provided by members for the Company, including members' membership no. information on outside accounts that are linked, information on devices, nickname, profile image, and a list of friends, information accumulated between services and users, and information on users' fees and payments.
4. Payments mean the payments made to purchase or use content within Anipen's Services via payment agencies acknowledged by the Company.
5. Open Market means the e-commerce environment which is established to allow for the installation of the Apps and Payments on mobile devices.
6. Content means all paid or free digital content that is related to Anipen's Services provided by the Company, including network services.
7. The terms used but not defined herein shall have the meanings defined in relevant laws and Anipen's service policies and the terms not defined therein shall have the meanings ascribed to them under general commercial practices.

Article 3 Effects and Amendment of these Terms of Use, and Provision of the Information on the Company

1. Effects and Amendment of these Terms of Use
 - A. The Company shall announce these Terms of Use on the landing page of Anipen's Services or on their connecting pages to inform the Members.
 - B. If the Company amends these Terms of Use, it shall announce the effectuation date and details of the amended Terms of Use and reasons for amendment at least seven (7) days prior to when it takes effect on the landing page of Anipen's Services or their connecting pages. However, if the amended Terms of Use is disadvantageous to the Members or changes material matters, it shall be announced at least thirty (30) days in the same manner as the above.

- C. If the Company amends these Terms of Use, it shall check whether the Members agree to the application of the amended Terms of Use after announcing it. In announcing and giving notices on the amended Terms of Use under Paragraph 2 above, the Company shall also announce or notify that the Members who do not express their intentions to agree to or reject the amended Terms of Use may be deemed to have agreed to the amended terms of Use. If the Members have not expressed their intention to reject the amended Terms of Use until the effectuation date thereof, they shall be deemed to have agreed to the amended Terms of Use. If the Members do not agree to the amended Terms of Use, the Company or the Members may terminate a user agreement.
 - D. The Company may amend these Terms of Use to the extent of not violating relevant laws, including the Act on Protecting Customers in E-Commerce, Act on the Regulation of Terms and Conditions, Information and Communication Networks Act, and the Content Industry Promotion Act.
2. Provision of Company's Information

The Company shall indicate matters under each paragraph below within Anipen's Services in a way that users can notice them easily: However, the Company may arrange for the Members to see the Privacy Policy and these Terms of Use through connecting pages

- A. Company name and name of its representative
- B. Locations of the Company's branches
- C. Telephone no. E-mail address
- D. Business registration no.
- E. Mail order business reporting no.
- F. Privacy Policy
- G. Terms and Conditions of Use of Services

Article 4 Execution of User Agreement

- 1. A user agreement is executed when users that create their member account (sign up for membership) agree to these Terms of Use and the Company's operational policies.
 - A. Anipen's Privacy Policy(<https://www.anipen.com/en/privacy>)
 - B. Anipen's copyright and operational policy(<https://www.anipen.com/en/copyright>)
- 2. If users enter into a user agreement in a way that fall into any of the following paragraphs, the Company may hold back the effectuation of the agreement or terminate the agreement later:
 - A. Users sign up for membership by using others' information;
 - B. Users infringe on the Company's copyright or violate its operational policies;
 - C. Users use Anipen's Services in abnormal or indirect ways in countries where the Company do not or has decided not to provide services;
 - D. Users use services for the purpose of hampering well-being, order, and good social morals and customs and the Company's benefits;
 - E. Users use services for fraudulent or profit-making purposes;
 - F. Users use services via devices or programs for which the use of services is limited;

- G. The Company finds it difficult or inappropriate to accept users' request for the use of services due to reasons similar to those under any of the above subparagraphs.
- 3. The Company may offer a trial of services for users' convenience. However, if users who get a free trial of services are unable to check records on deletion and use of their account information due to reasons under any of the following subparagraphs, the Company shall not guarantee the restoration, linking or transfer of such information.
 - A. Users change their devices;
 - B. Users modify or initialize their devices;
 - C. Users delete all or some of services, including the Apps, on their devices.

Article 5 Protection of Account and Personal Information

To use Anipen's Services, users shall create their account (sign up for membership) through which they can log in to such services.

Users agree to the Company's operational policies, including these Terms of Use and Privacy Policy, and register their e-mail address (ID) and password, which is accepted by the Company. If necessary, users' self-authentication procedure via e-mail or cellphone may be added.

Users' accounts may be needed to use Anipen's Services and shall be required for some of Anipen's Services. Users may not use other users' accounts and shall be sure to provide their accurate information when creating their account (signing up for membership).

Users shall be liable for managing their account information and the Company shall not be liable for the losses caused by users to permit any third party to use their account information due to their negligence and carelessness.

If users find that their account and the information related to creation of their account are used without their authorization, they shall report by e-mail or telephone as notified by the Company.

1. Termination of Users' Account

- A. Users may freely apply for the termination of a user agreement at any time when they do not wish to use Anipen's Services any more. Users may terminate a user agreement by withdrawing their membership via the Apps or the website provided by the Company or making a telephone call to +82-31-753-0121 or sending e-mails to support@anipen.com. Upon completion of withdrawal of membership, all content and data of Anipen's Services used and owned by users shall be deleted and thus will not be restored.
- B. The Company may limit the use of Anipen's Services by users or terminate their account without any notice in the following circumstances (hereinafter "Limitations on Use"):
 - i. Users violate these Terms of Use;
 - ii. Users infringe on the Company's copyright or violate the Company's operational policies;
 - iii. Users violates Anipen's other rights or cause harm to Anipen's Services;
 - iv. Users violates or cause harm to other users' rights-users obtain or use goods in abnormal ways other than normal ways;
 - v. Users commit any act that violates related laws.
- C. If the Company places the Limitations on Use in accordance with these Terms of Use, the Company shall notify users of the fact of and reasons for the Limitations on Use. If users do not accept the Company's Limitations on Use, they may file an objection to the Company by taking an objection procedure as stipulated by

the Company, and if the Company considers this objection to be just, it shall resume the use of its services by users.

- D. If the Limitations on Use are placed in accordance with this Article, users shall forfeit the right to use paid services and may not claim for refund and damages due to such forfeiture. Users shall be liable for indemnifying the Company and other users for the damage attributable to themselves.

2. Protection of Privacy

The Company shall collect the minimum personal information required for the provision of services to securely handle users' personal information, and may not provide such information for any third party without such users' consent. For details of the Company's protection of personal information, please refer to the Privacy Policy (<https://www.anipen.com/en/privacy>).

Article 6. Use of Services

1. Anipen's Services shall be available for hours designated under the Company's operational guideline. Unless separately indicated or notified, they shall be available for 24 hours on 365 days.
2. Notwithstanding Paragraph 1 above, the Company may temporarily suspend all or some of its services in any of the following: In such a case, the Company shall announce the reasons for and the period of such suspension via the landing page of the Apps or via the Apps in advance. However, if it is difficult for the Company to make a prior announcement due to unavoidable reasons, the Company may make a post announcement.
 - A. Systems and service equipment are maintained (expanded or replaced) or checked
 - B. Checkups are needed for systems' operation, such as instable networks.
 - C. Normal services cannot be rendered due to blackouts, breakdown of service equipment, network traffic overload, mobile carriers' maintenance or checks.
 - D. Force majeure events that the Company cannot control, such as wars, fights, natural disasters, or national emergencies equivalent to the foregoing, occur
3. All of copyrights, secondary copyrights, industrial property rights and any and all rights to and benefits from works, such as images, characters, illustrations, and moving clips using Anipen's Services, shall revert to the Company. However, an original copyright holder or the Company shall own copyrighted works which are created by processing the images provided through license agreements.
4. In addition to the general use under Paragraph 3 above, each of the following subparagraphs shall apply to the use of images, moving clips and the Content.
 - A. The Company owns or has a license to use the Content, trademarks, service marks and logos in its services under laws on copyright or other intellectual property rights.
 - B. Users may use the Content for their personal purposes through service features as permitted in these Terms of Use. However, users may not copy, distribute, broadcast, sell or use the Content for any other purposes, without the Company's consent.
 - Service features as permitted by these Terms and Conditions of Use
 1. Feature based on content authoring technology
 2. Picture editing & sharing service

3. Video editing & sharing service
 4. SNS
 5. Bulletin board
- C. Users may not commit any act that contains any illegal element in or causes any disruption to the use of content, has a negative impact on security or interrupts or prohibits other users from using the Content, or illegally download or copy the Content unless a download or copy feature is available within services or content.
 - D. If users are exposed to the Content created by other users and several sources and see the unpleasant Content due to obscenity, violence, and illegality when using/searching for the Content within Anipen's Services, they may report it to the Company via official channels (such as e-mail address, a reporting feature within the Services).
5. Users may use the paid Content after paying the fees specified in the services. If users download and install the Apps and use services via networks, users may be charged with a separate fee set by the mobile carrier they subscribe to.
 6. Of the services the Company provides, the Content provided under a license agreement with an original copyright holder may be amended, terminated or suspended without any notice, depending on the expiration of such a license agreement.

Article 7 Users' Copyright to Content

1. Users owning Anipen account may submit/post any images, video clips, postings, information, and opinions to/on Anipen's Services. The Company shall not guarantee the secrets of the Content submitted/posted by users. Users shall be noted that the following conditions shall apply to the Content.
 - A. Users shall be liable for the Content they submit/post to/on Anipen's Services. Users shall own or hold any license or other rights to the Content they submit/post, and grant the Company the license to use all patents, trademarks, trade secrets of, copyrights or exclusive rights to the Content so as to submit/post the Content through Anipen's Services in accordance with these Terms of Use.
 - B. Users shall own the Content they submit/post to/on Anipen's Services. However, if users submit/post the Content to/on Anipen's Services, users shall grant the Company the right to promote or redistribute all or some of Anipen's Services (and the derivative works thereof) through all media formats and channels. In addition, users shall grant the Company the worldwide, unexclusive, free, assignable and sub-licensable license to use, copy, create the derivative works of, exhibit, announce, modify, transmit online in an electronic way and display the Content in connection with Anipen's Services and Anipen (including its successor and affiliates)'s businesses. The right granted by users to the Company under this license shall survive users' suspension of the use of Anipen's Services and users' withdrawal of membership.
 - C. The Content users submit/post to/on Anipen's Services may not include the materials of which the copyright is owned by any third party or to which unexclusive rights are owned by any third party. The foregoing provision shall not apply to cases in which users are approved by legal owners of such materials or users obtain such rights legally.

- D. Users may not submit/post any Content or any materials that violate the Company's copyright or operational policies or users' countries' or international laws and regulations.
- E. The Company does not allow for copyright infringement and infringement on intellectual property rights of its services. If the Content users submit/post infringes on any third party's copyright or intellectual property rights, users shall take all liability for such Content, and the Company may immediately delete all of such Content without any notice.

Article 8 Paid Services and Virtual Currencies

The Company shall operate virtual currencies with which items or products within the Services can be exchanged, and virtual currencies require the payments for paid services.

1. Details of Paid Services

- A. The Company shall indicate the following matters on the service page of paid services in a way that members can perceive them easily.
 - i. Names, types and details of paid services
 - ii. Prices of paid services
 - iii. Periods for which paid services are provided
- B. The paid services provided by the Company shall be paid to members' account upon such members' purchases of the services, and be available for a period of using such paid services.

2. Details of virtual currencies

- A. Recharge of virtual currencies
 - i. Anipen's virtual currencies and paid services are available for members only.
 - ii. Virtual currencies can be purchased in the In-App Purchase method.
 - iii. Users shall prevent any third party from using an In-App Purchase feature by setting up a password both on the mobile device and the Open Market. Users shall apply In-App Purchase modules and libraries to which the recommendations of the Korea Communications Commission and authentication procedures provided by the Open Market in accordance with the Open Market Mobile Content Payment Guideline apply to the Apps to achieve the foregoing purpose.
 - iv. If a user joins a mobile carrier's bill scheme for adolescents, such a user shall make an In-App Purchase on his/her device, which shall be deemed to have been made with his/her legal representative's consent.
 - v. Users may purchase virtual currencies in accordance with each Open Market business operator's payment and operation policies, depending on types of devices they use, and the differences between those payment policies may lead to the differences in payment limits. The purchase amounts of virtual currencies shall be charged in a method or under the policy set by mobile carriers or platform business operators which are linked to the Open Market business operator or by the Open Market business operator. The payment methods shall be determined by the policies of the Open market business operator.
 - vi. The Company shall not be liable for any third party's In-App Purchase, which is made due to users' carelessness.

3. Use and Extinction of Virtual Currencies

- A.
 - i. Users may use paid services designated by the Company with the virtual currencies purchased from the Company.
 - ii. Paid services include items, products, and the Content which may be converted into virtual currencies.
 - iii. The amount of virtual currencies, which is set for the purchase of items when using paid services, shall be subtracted from the balance of virtual currencies owned by users.
 - iv. Virtual currencies may not be converted into cash and be sold, assigned or transferred to others.
 - v. The Company may limit the period of using virtual currencies, which are paid through events and promotional activities, in accordance with its policies (separately indicating such currencies upon payment for events and others).
 - vi. The order in which virtual currencies are used shall be prescribed by the Company's policies.
- B. Limitations on Use

The Company may not approve or later cancel the approval of, the request for approving payments, which falls into any of the following or limit the use of all kinds of services in any of the following:

- i. Users do not pay fees or it is impossible to verify payers;
- ii. Users steal others' payment information;
- iii. A minor's legal representative does not agree to his/her application for the recharge of virtual currencies;
- iv. Users commit any act that is prohibited under related laws, such as paying via abnormal ways
- v. Any approval is deemed to be inappropriate due to the reasons similar to those under subparagraph 1 or 3 above

4. Withdrawal of Offers and Refund

- A. The Company's paid services are divided into the Content whose offer may be withdrawn or the Content whose offer may not be withdrawn, which will be indicated in a way that users can easily know when using the paid services. If users have purchased the paid service whose offer may be withdrawn, they may withdraw their offer (cancel their purchase) within seven (7) days after the purchase date or the date when such service is made available. Users may withdraw their offer by making a call to +82-31-753-0121 or sending e-mails to support@anipen.com.
- B. Any of the following shall be excluded from those eligible for withdrawal of offers (cancellation of purchases) in accordance with Article 17, Paragraph 2, Subparagraphs 2 and 3 of the Act on Protection of Customers in E-Commerce, etc, and Article 27 of the Content Industry Promotion Act.
 - i. Paid content which can be used or applied to the Apps right after its purchase
 - ii. Virtual currencies or the Content that is given free of charge during events or promotions

- iii. All or partially used paid content at the time of requesting the withdrawal of offers
 - iv. Capsule-type or stochastic paid content of which the opening can be viewed as being used (whose utility is determined upon opening)
 - v. Paid content whose value in use has been wholly or partially damaged because its period of use has lapsed or the effect of using it has been already applied
 - vi. Paid content whose additional benefits provided upon its purchase have been used
 - vii. Some paid content which has characteristics equivalent to the foregoing
- C. If any of the following occurs, users may withdraw their offer on a contract on the use of the Content within three (3) months after such content is available or within thirty (30) days after users know or may have known any of the following:
 - i. The Content different from the indicated and advertised Content is provided,
 - ii. Services are performed in a different way as stipulated by an agreement,
- D. Users who withdraw their offers shall immediately delete or return paid services. The Company shall make a refund in the same method as the payment was made within three (3) days after the date when the services are returned. If the Company makes a refund by a payment method which requires the confirmation of the receipt of the payment, the Company shall make a refund within three (3) days after the date the receipt of the payment is confirmed, and if the Company is unable to make a refund in the same method as the payment was made, it shall do so in a way notified by it.
- E. If users have become unable to use paid services due to the reasons attributable to the Company, the Company shall provide paid content free of charge or make a full refund of the purchase price of the services, regardless of the purchase date of the services.
- F. If there is a wrongly charged amount due to the reasons attributable to the Company, the Company shall make a full refund of the amount in the same method as the payment was made for the purchase of the services. However, if there is a wrongly paid amount due to the reasons attributable to users, the Company may charge the costs required for a refund for such users to the reasonable extent.
- G. If the Company refuses to make a refund of the wrongly charged amount as claimed by users, it shall prove that the amount has been justly charged.
- 5. Matters on Payments by Minors
 - A. If a minor makes an In-App Purchase of paid content sold at the App without the consent of his/her legal representative, such a minor or his/her legal representative may cancel such an In-App Purchase. However, if such an In-App Purchase is made to the extent of the wealth of which the legal representative is authorized to dispose or such a minor uses tricks to make others believe he/she is an adult, such cancellation shall be limited.
 - B. Whether the purchaser of paid content is an adult shall be determined based on the owner of a payment means, such as devices through which In-App Purchase is made or credit cards. If a minor or his/her legal representative requests for the cancellation of payment, he/she or his/her legal representative shall submit any document evidencing the his/her identity or the identity of the legal representative due to the Company's needs.

6. Any refund shall not include the telephone charge or data transmission charge imposed by App download or network services.
7. The refund procedure shall follow the way offered by the Open Market business operator. If there is a wrongly paid/charged amount, users shall, in principle, request the Open Market business provider to make a refund or pay for the shortage. However, the Company may take the above procedure on behalf of the Open Market business provider, subject to the business provider's policies and systems.
8. Indemnity
 - A. The Company shall be released from the liability on the provision of services if it is unable to provide services due to force majeure events for which the Company is not liable, such as natural disasters, national emergencies and technological defects which are difficult to solve or a severe change in the operation of services.
 - B. The Company shall not be liable for any and all damage suffered by users in connection with the use of paid services and virtual currencies, without the Company's willful misconduct or negligence.
 - C. The Company may temporarily suspend the provision of paid services and virtual currency services due to unavoidable reasons, such as maintenance, repair and, replacement of information and communication equipment, and cutoff of communications, and shall not be liable for any and all damage suffered by users in connection with the foregoing.
 - D. The Company shall not be liable for the loss of profits anticipated by users by using services, and for the damage caused by materials which are obtained through services.
 - E. The Company shall not be liable for the suspension/disruption of the use of paid services and virtual currencies due to the reasons attributable to users.
 - F. The Company shall not be liable for any and all problems arising from users' network environments and from network environments for which users are not liable.
 - G. The Company has no obligation to intervene in disputes regarding paid services and virtual currencies between users or between users and any third party, and no liability for compensating for the damage arising from such disputes.

Article 9 Users' Legal Capacity

The Company shall provide these Terms of Use along with services to allow users to know which terms and conditions apply to the use of Anipen's Services. Users acknowledge that they have been given a reasonable opportunity to review these Terms of Use and have agreed to these Terms of Use.

A user certifies that he/she is 18 years old or older, has the power as an adult even though he/she is a minor, has obtained his/her legal representative's consent or has agreed to the terms and conditions as stipulated by these Terms of Use and thus has the full power to comply with these Terms of Use.

Article 10 Assignment

Users may neither assign nor transfer these Terms of Use and the rights and license granted herein but the Company may do so without limitations.

Article 11 Dispute Resolution.

1. The Company shall deal with the opinions or complaints raised by users in an appropriate and swift manner and notify users of the results. However, if the Company finds it difficult to deal with such opinions or complaints swiftly, the Company shall notify users of the reasons and a future schedule of doing so.
2. If the Company does not deal with the opinions or complaints because they are not just, the Company shall notify users of the reasons for objection.
3. If there arises a dispute between the Company and users, the Company or users may apply to the Content Dispute Resolution Committee as defined in Article 29 of the Content Industry Promotion Act to arbitrate on such a dispute.

Article 12 Governing Law and Jurisdiction

These Terms of Use and Anipen's Services shall be governed by laws of the Republic of Korea, and any lawsuit on disputes arising between users and the Company with respect to the use of Anipen's Services shall be brought to a competent court determined under related laws, such as the Civil Procedure Act.

If you have any question about Anipen's Services, please contact support@anipen.com.

Addendum

Article 1

These Terms of Use shall take effect on January 15, 2019.

Article 2

The Company's name and address are as follows:

Company's name: Anipen Co.,Ltd.

Representative: Jaewung Jeon

Address: 7F (PangyoTech-1, Baekhyeon-dong) ,131, Bundangnaegok-ro, Bundang-gu, Seongnam-si, Gyeonggi-do, Republic of Korea

Telephone no.: +82-31-753-0121