

Criminal IP Terms and Conditions

Chapter 1 General Provisions

1. Purpose

The Criminal IP service Terms and Conditions (hereinafter referred to as the "Terms") are intended to establish the basic provisions regarding the rights, obligations, and responsibilities between the company, AI SPERA AMERICA INC, which provides CTI (Cyber Threat Intelligence) and ASM (Attack Surface Management) services for Criminal IP, and its members, as well as the terms and procedures for using the services.

2. Definition of Terms

The definitions of the terms used in this agreement are as follows:

- 2.1. The term "Member" refers to a person who agrees to these Terms and creates an account, and is able to continuously utilize the information provided for free through the services provided by the company.
- 2.2. The term "Paid Member" refers to a member who pays a separate fee and uses the paid services by purchasing monthly subscriptions, etc.
- 2.3. The term "Paid Service" refers to the services provided by the company that a member can use by paying a certain amount to the company or by accepting the terms of transaction or agreement between the member, the company, or a third party.
- 2.4. The term "Payment" refers to a member paying a certain amount of money to the company through various payment methods specified in Article 8 of these Terms, in order to use the paid services.
- 2.5. The term "Content" refers to data or information, such as signs, characters, voices, sounds, images, or videos, expressed in electronic form to increase their utility in preservation and utilization.

Except as provided in the above, the definitions of the terms used in these Terms shall be governed by applicable laws and the instructions for each service.

3. Effectiveness/Modification of the Agreement

- 3.1. These Terms take effect by posting them through the service.
- 3.2. The company may modify these Terms as needed and post them on the website 7 days prior to the effective date, along with the previous Terms. However, if the modification is disadvantageous to the user, the company will post the revised Terms 30 days prior to the effective date, allowing users to view the changes.
- 3.3. If a member does not agree to the modified Terms, the member may request to withdraw, and if the member does not request termination within 10 days of the effective date of the modified Terms, it will be considered that the member has agreed to the changes in the Terms.

Chapter 2 Service Use Agreement

4. Notification to Members

- 4.1. When giving notice to individual members, the business operator sends the contents to the email address specified by the member.
- 4.2. When notifying all members, the business operator posts the content for 7 days or more through a pop-up screen or other means that are easily visible to the members. However, for matters that affect the member's service contract, the notice shall be made in accordance with Paragraph 4.1 by sending it to the email address designated by the member.
- 4.3. Notwithstanding the provisions of Paragraph 4.1 and Paragraph 4.2, if a member does not have a designated email address or if the notification cannot be sent to the member's designated email address, the company may provide notice by the method prescribed in the main clause of Paragraph 4.2.
- 4.4. The member has the right to review the contents of the notice within 30 days from the date of receipt, and if they continue to use the service, it will be deemed that they have agreed to the contents of the notice

5. Age Restriction

- 5.1. Registration for the service is not allowed for users under the age of 14.
- 5.2. The company has the right to request proof of age from members and may restrict or revoke service usage of members who do not meet the age requirements.
- 5.3. If the service usage agreement is canceled or revoked in accordance with Paragraph 5.1 or Paragraph 5.2, the service provider shall promptly delete the member's information.

Chapter 3 Paid Service Usage Agreement

6. Establishment of Paid Service Usage Agreement and Limitation of Acceptance

- 6.1. The agreement for using the paid service of CriminalIP operated by the company is established when the user applies for the service and the company approves it, along with expressing the intention to agree to these Terms.

- 6.2. The member must understand the matters specified and notified by the company in this agreement regarding the paid service before entering into a paid service contract, and ensure that they can trade accurately without misunderstanding.
- 6.3. The contract for paid services between the company and the member is formed when the company approves it (at the time when the "purchase/payment completed" message for the paid service is displayed to the member as part of the process).
- 6.4. The company may refuse to accept an application or delay acceptance for a certain period until the specified conditions are met or the reason for the restriction is resolved in the following cases.
 - 6.4.1. If the applicant for membership has previously lost membership status under these Terms.
 - 6.4.2. If the applicant's name is not real or if they use someone else's name.
 - 6.4.3. If false information is provided or if the information required by the company is not provided.
 - 6.4.4. The case where the user whose service contract has been terminated for failing to pay the service usage fee to the company fails to pay the outstanding usage fee.
 - 6.4.5. In cases where there is a risk of harming public peace and morals.
 - 6.4.6. If there is no available equipment or if it is technically difficult to provide the service.
 - 6.4.7. If the application is made in violation of other provisions prescribed or if approval is impossible due to the fault of the user.
 - 6.4.8. If the company deems it necessary for the provision of the service.
- 6.5. The member must provide accurate and truthful information that matches their current status when submitting the necessary information for the application of paid services. The member must also accurately provide the payment information required for the selected payment method when applying for the paid service, and must notify the company promptly and follow the procedures set by the company for any changes to such information.
- 6.6. The company may collect the minimum information necessary for the member's use of the service, in addition to the required information for membership registration. In this case, the member must faithfully notify the company of any inquiries. The company shall use and manage the member's collected information in accordance with this agreement, the privacy policy.

Chapter 4 Paid Service Usage

7. Paid Service and Paid Members

- 7.1. The paid service will begin from the date on which the company approves the application for use by the paid member (or the designated date previously announced for certain services). If the paid service cannot be started due to the company's technological reasons or other circumstances, the company will notify the member in advance according to the method set forth in Article 3 (Effectiveness/Modification of the Terms).
- 7.2. When a member applies for paid services, the company notifies the member of the details of the application. If there is any discrepancy in the expression of intention or other matters, the member shall request correction or modification to the company, and the company shall process it according to the member's request. However, if the payment has already been made, the provisions regarding withdrawal of subscription under this agreement shall apply.
- 7.3. The company provides the following paid services and may add or change the content of the services depending on the company's circumstances, and other conditions.
 - 7.3.1. Criminal IP subscription: A service in which the usage fee is automatically charged on a monthly basis through the payment method registered by the paid member, and the usage period and amount are automatically renewed.

8. Payment Methods

The following are the available payment methods for a member to use for paying for the paid services:

- Credit/Debit Card
- PayPal

9. Automatic Payment and Notice to Users

When the payment for a continuous service is agreed to be automatically made in several installments, the company will notify the paid member of the payment information including the following by email or text message before the payment is made:

- Payment amount
- Payment date and time
- Payment method

10. Credits

- 10.1. Credits can only be used in the account of the customer who purchased them. Information about credits can be found in the account management section within the service..
- 10.2. The credits can only be used within their validity period and cannot be carried over or refunded after the expiration date.
- 10.3. If a member violates the company's Terms, the company may reclaim the granted credits.

Chapter 5 Change, Cancellation, Termination and Refund

11. Change

- 11.1. The company may change the amount of the paid services provided due to operational or technical needs, and will notify the paid members in advance in accordance with the method prescribed in Article 3 (Effectiveness/Modification of the Agreement).

12. Cancellation, Termination and Refund

- 12.1. A paid member can cancel their service subscription at any time, and in this case, they can continue to use the service until the end of the payment cycle.
- 12.2. The cancellation of the service subscription can be made by the paid member through the service website, and it takes effect when the intention is expressed to the company and reaches the company. After receiving the paid member's expression of intention, the company promptly notifies the paid member of the fact.
- 12.3. If a member requests to terminate and refund the remaining service, the member may contact the company to request a refund, and the company will refund the payment, excluding additional costs such as payment fees, according to the following.
 - 12.3.1. Within 14 days from the first payment: full refund, excluding any additional costs
 - 12.3.2. After 14 days from the first payment: calculate the service fee based on the usage fee, deduct it from the refundable amount, and calculate the penalty fee based on the remaining period (based on monthly basis) at the monthly fee rate.
- 12.4. The company may deduct any incidental expenses or fees that the company has borne or will bear, and refund the remainder.
- 12.5. The company is not obligated to refund the payment for paid services that members have received as gifts, obtained for free through promotions or acquired without directly paying the cost of the service, regardless of whether the services are used or not.
- 12.6. If a member violates their obligations as stated in these Terms, the company may take measures such as terminating the contract, restricting service usage, and claiming damages. If there is an amount to be refunded after the contract is terminated, the company will deduct the amount that the member should bear within a certain range and refund the remaining amount. In this case, the member may file an objection to the company's measures according to the procedure established by the company, and if the objection is confirmed to be valid, the company may resume service usage. If the user can prove that they were not at fault or acted with no intention to harm, the company will extend the usage period by the duration of the service suspension.
- 12.7. For paid services that are paid monthly by a paying member, if the member fails to pay the service usage fee, their membership may be automatically terminated from the date the delay occurred according to the agreement or approval of the paying member. Therefore, paying members who wish to continue to use the paid service should take advance measures to avoid defaulting on the usage fee or experiencing a delay in the payment method.
- 12.8. If a paying member who is using a paid service withdraws, their service usage rights are immediately terminated, and refunds are not possible. In this case, the paying member's information and usage details, except as prescribed by relevant laws, are processed according to these Terms.

13. Overpayment

- 13.1. If there is an overpayment related to the payment of a paid service, the company will refund the full amount of the overpayment in the same manner as the payment of the usage fee.
- 13.2. If an overpayment is caused by the company's fault, the full amount of the overpayment will be refunded. However, if the overpayment is caused by the member's fault, the cost incurred by the company to refund the overpayment must be borne by the member within a reasonable range, and the company may deduct the cost and refund the overpayment.
- 13.3. If a member claims an overpayment and requests a refund, the company may refuse the refund if it can prove that the paid service fee was properly charged.

14. Suspension and Discontinuation of Paid Services

- 14.1. The company generally provides paid services 24 hours a day, 7 days a week.
- 14.2. The company may restrict, suspend, or interrupt the provision of all or part of the services during equipment inspection and maintenance aimed at improving services for users. In this case, the company shall notify the members in advance of the reasons for the interruption, duration, etc. as much as possible through the method in Article 3 (Effectiveness/Modification of the Agreement) of these Terms, and may notify them afterwards immediately after confirming the reasons and circumstances in the following cases.
 - 14.2.1. In cases where the provision of technically normal services is difficult due to illegal or criminal acts by members, or other unspecified third parties.
 - 14.2.2. If the normal provision of the paid service is impossible due to a system or other service equipment failure, a wired/wireless network failure, or overwhelming use of the paid service.
 - 14.2.3. In case the provision of the paid services is difficult due to force majeure such as natural disasters, national emergencies, power outages, or other uncontrollable reasons beyond the control of the company.
- 14.3. The company may modify, suspend, or change all or part of the free services provided by the company for important operational reasons or policies of the company, and no separate compensation will be provided unless otherwise specified by relevant laws and regulations.

15. Provision of Information and Advertisement

- 15.1. The company may provide various information and advertisements that are deemed necessary during the use of the service through methods such as announcements or emails, with the prior consent of the member
- 15.2. The company is not responsible for any losses or damages resulting from a member's participation in or communication or transaction with an advertiser through posted advertisements.

16. Protection of Personal Information

- 16.1. The company may collect the minimum necessary information for members to use the service.
- 16.2. When the company collects personal information that can identify a member, the company shall inform the member of all the following matters and obtain the member's consent
 - 16.2.1. Purpose of collecting and using personal information

- 16.2.2. Items of personal information collected
- 16.2.3. Period of possession and use of personal information
- 16.3. The company cannot use or provide to a third party the information acquired from members in connection with the provision of services beyond the intended purpose without the consent of the member. However, this is not the case in the following cases.
 - 16.3.1. When requested by a relevant agency for investigative purposes under the relevant laws and regulations.
 - 16.3.2. When providing in a form that cannot identify specific individuals for statistical, academic research, or market research purposes
 - 16.3.3. When necessary to provide smooth services and enhance the convenience of members, the company may provide information of members acquired in relation to service provision to affiliated companies that have been delegated by the company or business contractors with whom the company has signed a business outsourcing agreement. However, in this case, the company shall disclose the contents of the entrusted business and the person who handles the personal information through the Privacy Policy or notify the members by email, etc.
 - 16.3.4. When necessary for fee settlement related to service provision
 - 16.3.5. When necessary for verification to prevent identity theft
 - 16.3.6. When there are special regulations in other laws
- 16.4. Users may refuse the consent requests in Paragraph 16.2 and 16.3.
- 16.5. The company's privacy policy applies to the protection and use of personal information.

Chapter 6 Obligations of Contracting Parties, Damages, etc.

17. Member's obligations, Company's measures in case of violation

- 17.1. When using the services provided by the company, members must comply with the relevant laws, Terms, detailed usage guidelines, service usage instructions, notices posted on the website, and other matters notified to members by the company related to service use. Members must not engage in acts that damage the reputation of the company or others or that impede the operation of the service or other business operations.
- 17.2. The member is responsible for managing their own ID and password and must not allow others to use them. The member is responsible for any personal information misuse caused by others using their information to access the service. Members must not impersonate or use the personal information of others, such as their name, ID, password, mobile phone number, bank account number, credit card number, etc., in an unauthorized manner.
- 17.3. Except as allowed by the company in advance, members may not use the service for commercial activities or other profit-making purposes, or engage in activities prohibited by these Terms, or engage in activities that exceed the scope of the permitted use.
- 17.4. Members must not engage in illegal acts or acts that violate public morals or social order during the process of using the service.
- 17.5. Members must not use information obtained while using the service for purposes other than the use of the service without prior approval from the company.
- 17.6. The member shall use the service and consume the content as the final consumer by making payment for the service. The member shall not use the content for commercial purposes or play it in commercial venues or stores. Additionally, the member shall not illegally reproduce, distribute or share the content within the service, and shall be held responsible for any problems resulting from such actions.
- 17.7. If a member violates any of the provisions in Paragraph 17.1 to 17.6, the company may suspend the provision of the service to the member, and may cancel the Service Use Agreement if the member commits the same violation again. The member may raise objections to the cancellation or suspension of the Service Use Agreement according to the company's procedures. In this case, if the user proves that there was no intention or negligence on their part or if the member's objection is deemed valid by the company, the company will extend the usage period by the period during which the account was suspended.
- 17.8. Members who do not provide truthful information in connection with the use of the service may not be entitled to legal protection and may be subject to restrictions on the use of the service.

18. Ownership of Copyright, etc.

- 18.1. The copyright and other intellectual property rights of the creative works created by the company belong to the company.
- 18.2. The member shall not reproduce, transmit, publish, distribute or allow any third party to use information obtained through the use of digital content provided by the service provider without prior approval from the service provider. However, this is not the case if it is permitted under the Copyright Act or other applicable laws.
- 18.3. Using the company's information without permission to compete with the company, providing services that perform the same functions as the company's services, or obtaining information without permission by crawling, scanning, or using unauthorized APIs, constitutes copyright infringement. The perpetrator shall bear all legal responsibility for such acts, and the company may pursue civil and criminal liability for them.

19. B2B Transactions and Resale Provisions

- 19.1. B2B trade refers to a transaction in which Criminal IP paid services are sold in bulk tailored to a specific corporation.
- 19.2. In B2B transactions, a certain level of discount can be applied depending on the transaction volume and the purpose of the service.
- 19.3. Reselling of the product is allowed if the reseller agrees to these Terms and related laws and regulations.
- 19.4. The company has the right to restrict or terminate the resale rights of a reseller who violates these Terms or relevant laws and regulations.
- 19.5. Resellers must indemnify the company and keep it harmless from any and all claims, damages, or losses arising from the resale or use of the products by the reseller or its customers.

20. Damages

- 20.1. If a paid member suffers damages due to defects in the service, the company shall compensate the paid member for the actual damages incurred. However, the company shall not be liable for any damages incurred by the paid member without the company's intentional or negligent

conduct.

- 20.2. The company is not responsible for the truthfulness, reliability, accuracy, etc. of the information and data posted or transmitted by members in connection with the service.
- 20.3. The company is not responsible for any personal expenses or damages incurred by the member as a result of violations of this agreement or the law during the use of the service.
- 20.4. If an accident occurs due to a third party's illegal act, such as hacking or virus distribution, the company shall not be responsible if there is intentional or gross negligence on the part of the member or if the company has established and thoroughly complied with security procedures to prevent such accidents, as required by applicable laws and regulations.
- 20.5. The company is not responsible for any service disruption, transmission or posting failure, data error, omission, loss, destruction, delay, or any other issue arising during the use of the service for which the company is not at fault.
- 20.6. The company may modify, suspend, or change all or part of the free services provided for important reasons related to the company's policies or operations, and the company will not provide separate compensation unless otherwise provided by applicable laws and regulations.
- 20.7. If a member's use of the service is restricted or the service contract is terminated in accordance with each provision of the usage restrictions in these Terms, the member will lose all usage rights to any digital content held by the member, and the company will not be obliged to refund the purchase price of the relevant digital content.
- 20.8. If a member causes damages to the company by violating their obligations under this agreement, or if a paying member causes damages to the company while using the paid service, the member must compensate the company for those damages.

21. Exemption from Liability

- 21.1. The company shall not be responsible for damages caused to members or third parties for the following reasons:
 - 21.1.1. In the event that the service cannot be provided due to force majeure such as natural disasters
 - 21.1.2. In the event that a member has neglected to manage their ID or password
 - 21.1.3. In the event that service usage is impossible due to a failure in public telecommunication lines that are not under the company's management
 - 21.1.4. In the event of a failure in communication services or other similar causes for which the company is not responsible.
- 21.2. The company is not responsible for any failure to obtain or loss of expected benefits from using the service, or for any results that may arise from the user's selection or use of content posted on the service.
- 21.3. The company has no obligation to intervene in disputes between members or between members and third parties regarding the service, and is not responsible for any damages arising from such disputes, unless the company is at fault.

22. Governing Law and Dispute Resolution

- 22.1. These Terms shall be governed by the laws of the Republic of Korea. In the event that a dispute arises between the Company and a member in connection with the use of the service and cannot be resolved, either party may file a lawsuit, and the exclusive jurisdictional court for the dispute shall be the local court of the Republic of Korea. However, none of the provisions of these terms and conditions shall deprive you of any obligation you may have to use the service in accordance with the laws of your jurisdiction.