JANDI Terms of Service

1. Purpose

These terms and conditions stipulate basic matters such as rights, obligations and responsibilities, terms of use and procedures necessary to use the "JANDI" service provided by TOSS LAB, INC. (hereinafter referred to as the "Company").

2. Effectiveness of and Changes to the Terms

- The contents of these terms will be posted on the JANDI Website (www.jandi.com) or otherwise announced and will be binding on all users who have accepted these terms.
- 2. If necessary, the Company may change these terms and conditions to the extent that it does not violate relevant laws and regulations. If the terms and conditions are changed, the Company shall, in principle, notify the users of the changes through the JANDI website 7 days before the effective date, and if the changes are unavoidably unfavorable to the users, the Company shall notify them individually or notify them 30 days before the effective date.
- 3. If the Company makes an announcement or notice pursuant to the preceding paragraph and clearly notifies the user that he/she shall be deemed to have approved the revised terms unless he/she expresses his/her refusal by the 7th day after the effective date of the revised terms from the date of the announcement or notice, but the user does not express his/her intention, he/she shall be deemed to have approved. If the user does not agree to the revised terms, the user may terminate the service agreement.

3. Additional Terms

- 1. Matters not provided for in these terms shall be governed by applicable laws or operating policies, rules, help, and notices on the website (hereinafter referred to as "Detailed Guidelines"), and a separate written contract between the user and the Company (hereinafter referred to as "Written Contract"). These terms and the Detailed Guidelines shall also apply to users who have entered into a separate Written Agreement.
- 2. If there is a conflict between these terms and the terms of the guidelines or a written agreement, the written agreement, the guidelines, and these terms will control, in that order.

3. The ground rules also form part of the service agreement.

4. Definition of Terms

As used in these terms, the following terms have the following definitions:

- 1. Service(s): means the service provided by the Company through the JANDI mobile application, Web/PC version, website (www.jandi.com) and all related services.
- 2. Team: A virtual spatial collaboration space and collective created by a user to use the JANDI service.
- 3. User: means a customer who agrees to these terms and uses the Services.
- 4. User Information: mandatory or optional input information set by the Company in order to use the Service, which refers to information items related to a user who can manage information checking, change processing through the JANDI website or application.
- 5. Member: a person who is authorized to use the service by a team owner and is divided into owner, administrator, full user, associate user according to the authority.
- 6. Identification (ID): means the email address established by the user and authorized by the Company for the purpose of identifying the user.
- 7. Password: a combination of letters, numbers, or symbols that you or you alone determine to verify that you are the user that matches the ID you set up and to protect your confidentiality.
- 8. Payment: means that the user pays the Company to use the paid plans.
- 9. Monthly plan: means a contract in which a user commits to use the Service in one-month increments, which automatically renews each month unless the user expresses a desire to terminate.
- 10. Annual plan: means a contract in which the user commits to use the Service for a period of one year, for which the Company charges a certain discount rate compared to a monthly contract, and which automatically renews every one year unless the user expresses an intention to terminate.
- 11. Reselling partner: means a referral or reseller partner who has been authorized by the Company to sell the Services and to act on behalf of the user in combining

and integrating solutions, services, of service partners or third parties into the JANDI.

Terms not defined in these terms of service shall have the meanings ascribed to them in written agreements, detailed instructions, and applicable laws or common practice.

5. Formation of Contract

- 1. Service Agreement is concluded when a user agrees to the terms and conditions, signs up for subscription, and the Company indicates the completion of registration process.
- 2. Provided services include JANDI and extended applications, and the details of which can be found on the JANDI website. A user's choice of plan determines the details and level of service the company provides to the user.
- 3. Detailed guidelines, including these terms, also apply to users who enter into contracts to use paid plans through reselling partners.

6. Restrictions on Service Subscription

- 1. The Company shall, in principle, approve the user to subscribe to a plan.

 However, in each of the following cases, the Company may refuse to consent the users until the reason is resolved.
 - 1) The Company has terminated the user's contract in accordance with these terms or the detailed guidelines
 - 2) Users who have received measures such as usage restrictions from the Company arbitrarily terminates the service agreement during the period of the measures and applies for reuse
 - 3) Users who do not enter the required information upon sign-up, or enter false information
 - 4) Users under the age of 14
 - 5) Personal information being compromised
 - 6) Users who use the Services for fraudulent purposes, such as illegal or unlawful activities
 - 7) There is a risk of being mistaken for the Company and other users or their employees or affiliates

- 8) If there is a technical issue with the Service
- 9) Other times as deemed financially and technically necessary by the Company
- 10) If it violates other applicable laws or is contrary to the standards set by the Company, such as detailed guidelines
- 2. For users who have signed up for the Service in violation of the above conditions, the Company may immediately take appropriate restrictive measures, such as restricting the user's use of the Service or terminating the contract.

7. Notices and Announcements to Users

- 1. Notices to all users will be posted in the notice section of the Service. However, in the case of notifying changes that are unfavorable to users, it will be notified by the method in paragraph 2 or 30 days before the effective date.
- 2. The Company will notify the users via email or in-app messenger. If the Company notifies the user's team owner, it is considered to have notified all team members. The user is responsible for updating and managing the correct information.
- 3. Team owner is responsible for notifying the team members of any matters notified by the Company.

8. Provision and Management of User Information

- 1. If the user is required to provide information to the Company under these terms and conditions, the user shall provide true and lawful information, and shall not be protected against any disadvantages caused by the provision of false or illegal information.
- 2. Users are responsible for managing their IDs and passwords and must not allow third parties to use them. The Company may require users to enter a password and undergo additional identification procedures to prevent unauthorized use of ID and password by third parties.
- 3. If there is any change in the information provided by the user when applying for use, please correct it directly or notify the Company via email or customer center.
- 4. Any liability arising from a breach of the obligations in these terms of service shall be borne by the user. The Company shall not be liable for any disadvantages

arising from the user's breach of the obligations of these terms of service or failure to follow the detailed guidelines or the Company's guidance.

9. Protection of User Information

- 1. The Company does not access or process user information related to the Service for purposes other than these terms and conditions. However, the Company may access and understand the contents of user information if access is necessary to provide seamless service such as handling failures and protecting users' information.
- 2. The user information kept by the user while using the service belongs to the user and shall be managed by the user, and the user shall protect the personal information as a processor in accordance with relevant laws and regulations such as the Personal Information Protection Act. The Company shall protect the user information in accordance with the laws and regulations.
- 3. The Company is obligated to provide an appropriate level of security and prevent accidents, and the user is responsible for the theft and leakage of user information due to lack of care.

10. Use of the Service

- 1. Users may use additional features within the Service depending on the plan or team settings, which can be found on the JANDI website.
- 2. Users may use the Service by connecting the third-party applications, and the information from the third-party apps may be used in the Service with the user's consent. Information used in the Service through connected account will continue to be used in the Service until the user terminates the connected account.

11. Discontinuance of Services

- 1. The Company may suspend all or part of the use of the Service in any of the following cases.
 - 1) In case of regular/temporary inspection for maintenance, upgrade, service diagnosis or suspension of the Service after prior announcement/notice
 - 2) When normal service use is interrupted due to a power outage, failure of various facilities

- 3) If the Company is unable to maintain the Service due to various circumstances such as government orders/regulations
- 4) Other force majeure reasons such as natural disasters and national emergencies
- 5) If the telecommunications service provider (as specified in the Telecommunications Business Act) has discontinued telecommunications services
- 2. If all or part of the Service is suspended, the Company will announce or notify the user, but if it is impossible to announce or notify in advance due to unforeseeable or uncontrollable reasons (disk or server failure, system down, etc. through no fault of the company), we may do so after the incident.

12. Withdrawal/Termination of Subscription by User

- 1. Users may withdraw their subscription within 7 days of the start date of the paid service contract in accordance with relevant laws, such as the Act on Consumer Protection in Electronic Commerce.
- 2. If the user wishes to terminate the service contract after 7 days from the date of signing the paid service contract, the user must notify the Company through the inquiry process, and the Company will proceed with the termination process.
 - 1. If the user is using the paid service on a monthly plan and terminates the contract, the Company will charge the overdue amount and the current month's usage amount.
 - 2. If the user is using the paid service on an annual plan and terminates the contract despite the remaining usage period, the Company will calculate and charge the unpaid amount and the current month's usage amount, and additionally charge a percentage of the discounted amount and the usage amount of the remaining period as a penalty until the date of the termination application. The penalty includes the discount from the monthly plan and 10% of the remaining term usage, and the penalty is not subject to tax (VAT). The formula for calculating the penalty is shown below.
 - I.Discount applied to annual plan = {months used X (monthly plan monthly fee annual plan monthly fee)} X number of contracted seat

II.10% of the remainder = Monthly contract amount X (Total contract months - Usage months) X 10%

13. Restriction and Termination of Use by the Company

- 1. In any of the following cases, the Company may restrict or suspend a user's use of the Service without prior notice.
 - 1) The user fails to pay within the period specified in the service agreement.
 - 2) Disrupted the Company's normal service operations.
 - 3) There are legal grounds to suspend the user from using the Services, including, without limitation, claims of infringement of rights by a third party in respect of user's information processed by the Company.
 - 4) The user uses the service for purposes contrary to the national or public interest.
 - 5) In addition, if a user violates these terms and conditions, detailed guidelines, or related laws set by the Company, or if it is necessary to restrict or suspend use for reasons falling under each of the above items.
- 2. If the Company restricts or suspends the user's use of the Service pursuant to Paragraph 1, the user shall not be entitled to claim compensation for damages resulting therefrom unless there is a reason attributable to the Company.
- 3. If the Company restricts or suspends a user's use of the Service pursuant to Paragraph 1, it may require correction or improvement through written, email, telephone, or other methods, and if there is no correction or improvement action by the responsible user, it may stop providing the Service after notifying the responsible party through written, email, telephone, or other methods.
- 4. The Company may charge the user for usage fees incurred during the period of restriction or suspension of service use under these terms and conditions.

14. Payment

- 1. The Company may charge usage fees monthly during the contract period for the Service, and the user shall pay the Service usage fees in advance.
- 2. The service fee is calculated by multiplying the number of users registered in your JANDI team by the unit price of your plan (PREMIUM, ENTERPRISE). The number

of users to be billed includes all users registered as owner, admins, members, and excludes users who have withdrawn or been deleted. However, on the PREMIUM plan, you may incur additional charges for inviting more associate members than allotted number. Annual contracts may incur additional billing or credit refunds based on the number of users enrolled in the team.

- 1) If the number of billable users enrolled in your team on the first day of the month is greater than the number of users in your annual contract, you will be charged an additional monthly fee for the excess users.
- 2) If the number of billable users enrolled in your team on the first day of the month is less than the number of users in your annual contract, you will receive a credit to your monthly fee for the shortfall.
- 3. When applying for paid services, users can choose between a monthly contract and an annual contract and should note the following points.
 - Users can convert a monthly contract to an annual contract, and vice versa from an annual contract to a monthly contract. However, terms cannot be changed during the contract period.
 - 2) If a user is using a paid plan (PREMIUM, ENTERPRISE) with an annual contract, they cannot switch to the free plan (FREE) during the contract period. However, they can use the free plan after canceling the annual contract of the paid plan.
 - 3) If the user does not change the terms by the expiration date of the contract, the service use agreement will be treated as an automatic renewal. Specific details regarding plan product changes and plan switching shall be as set forth on the JANDI website.
- 4. The user shall ensure that the information entered by the user in connection with the payment for the Paid plans is accurate and shall be solely responsible for any liability and disadvantage incurred in connection with such information. Upon entering payment information, user shall be deemed to have authorized Company (or its designated payment agent) to charge the full amount of payment required for such transaction.
- 5. Users are required to pay for the Paid plans, including taxes, which are specified in accordance with the tax laws of the country of domicile of the Company with

which the user contracts.

15. Credit

- 1. Credit is calculated based on the amount paid by the user and is not transferable or cash refundable.
- 2. Credits is valid for one year from the date of issuance and is forfeited if the user deletes their team or terminates their contract.
- 3. Credits can only be used to pay for the Services (excluding penalties, late fees, and other damages).

16. Obligations of Users

- 1. Users shall comply with applicable laws, these terms and conditions, the Service operation policy, the Help Center, and the precautions and notices announced by the Company in connection with the Service and shall not engage in any other conduct that interferes with the Company's business.
- 2. The user shall take measures to ensure that the user complies with the obligations of the preceding paragraph. If a user violates the obligations of the preceding paragraph, the Company may directly exercise the administrator's powers, including sanctions against the user, and the user's violation shall be considered a violation of the user.
- 3. Before applying for a paid plan, the user must check the terms of use and transaction conditions of the products provided by the Company through the website before applying. The user shall be responsible for any loss or damage caused by applying for a paid plan without checking this.

17. Company's Obligations

- 1. The Company shall not engage in any acts prohibited by applicable laws and these terms and conditions or contrary to public order and morals and shall do its best to provide the Service continuously and stably.
- 2. The Company endeavors to protect the personal information of its users by installing security systems in accordance with the Personal Information Protection Act and related laws and regulations so that users can use the service safely and is responsible for any theft or leakage of users' personal information caused by reasons attributable to the Company.

- 3. The protection and use of personal information is governed by applicable laws and regulations and the Company's Privacy Policy. However, the Company's Privacy Policy does not apply to linked sites other than the Company's official website (www.jandi.com).
- 4. The Company shall have the necessary personnel and systems to appropriately handle complaints or requests for damage relief from users arising in connection with the use of the Service.
- 5. The Company shall handle opinions or complaints raised by users in connection with the use of the Service if it recognizes that they are justified. The Company may communicate the process and results of opinions or complaints raised by users to users through the website, email, or dedicated channel for customer inquiries.

18. Consent of Users

- 1. User warrants that it is obtaining consent from its users for the application of these terms and the privacy policy.
- 2. Users are free to decide whether to invite members and the scope of members' usage rights, and the Company is not responsible for any disputes between users and members or between users and third parties.

19. Service Level Agreement (SLA)

- 1. The Company shall proceed with compensation for users who use the paid plan of the Service.
 - 1) The Company endeavors to maintain a monthly uptime percentage [the total number of minutes in the month minus the number of minutes of downtime that occurred in the month, divided by the total number of minutes in the month] of the Service at 99.9%.
 - 2) A service outage means a condition in which a user is unable to access the service, and downtime means the total amount of time that the outage occurs during the month. However, the downtime that is the basis for calculating compensation cannot exceed 15 days.
 - 3) If Company fails to provide a monthly uptime percentage of at least 99.9%, user may claim credits based on the criteria set forth below. The

- Company will provide the credits agreed upon and finalized with the user in the month following the date of the agreement.
- 4) If you have received a discount on your subscription, your credit will be based on the discounted price, and if you have not paid your subscription for the month, you will not receive a credit.
- 5) The payment of compensation must be submitted by the user through the customer inquiry channel within 14 days from the time the service interruption occurs, stating the reason for the claim, the amount of the claim, and the basis for the calculation, and if the user fails to do so, the user will lose the right to receive the above compensation.

Monthly uptime percentage	Credit Compensation
More than 99.0% to less than 99.9	10% of monthly fee
More than 95.0% to less than 99.0	25% of monthly fee
Less than 95.0	50% of monthly fee

- 2. You are not eligible for coverage under this section in the following cases.
 - 1) For scheduled maintenance with advance notice
 - 2) The failure is caused by a failure of equipment owned or controlled by the user (a problem not within the Company's primary control).
 - 3) The failure is caused by user's unauthorized actions or failure to take necessary steps (such as failure to install required configurations or required programs, arbitrary deletion) or by any other person on user's part, including user's employees, agents' contractors, vendors accessing Company's network using user's account or equipment
 - 4) A breach or failure occurs due to a user's failure to follow Company's recommendations or policies, or user's failure to maintain proper security controls over its systems.

- 5) If a failure occurs due to a user's incorrect input (such as a request for access to a non-existent file), violation of the notes specified by the Company such as the terms and conditions, or use of the service in excess of the usage limit.
- 6) In the event of a service failure due to illegal infringement from outside, even though the company has taken protective measures in accordance with relevant laws and regulations.
- 7) If a user is on the free plan (including if they have a paid option on the free plan), or if they experience a failure while on the free plan.
- 8) We limit, suspend, or terminate your use of the Services in accordance with these terms or a separate agreement.
- 9) If the user is delinquent in payment or experiences a failure while using a beta, trial, test, or evaluation version of the Service.
- 10) If there are other reasons under each of the above, it will be applied.

20. Limitation of Liability

- 1. To the extent permitted by law, the Company makes no promises or warranties of any kind with respect to the Service that are not expressly set forth in these terms and conditions and shall not be liable for any damages incurred by the user for no reason attributable to the Company. In addition, to the extent permitted by law, the Company shall not be liable for indirect, special, consequential, exemplary, and punitive damages.
- 2. The maximum cumulative compensation for which the Company is liable for all damages, losses and suits, whether in contract or tort or otherwise, shall not exceed the total aggregate amount paid by the user to the Company for the use of the Service within the six months immediately preceding the date of the event giving rise to the liability.
- 3. The Company shall be exempted from liability for providing the Service if it is unable to provide the Service due to natural disasters or equivalent force majeure.
- 4. The Company shall not be liable for any service disruption or dispute caused by the user or any reason attributable to the user.
- 5. The Company will not compensate or be liable for any free services (including

- free use of a paid plan and use of a paid option on a free plan), testing, pilot, or trial services.
- 6. If you have entered into a contract to use the Service through a reselling partner, the Company is not responsible for any disputes arising between the reselling partner and the user, or between the partner and the user.
- 7. The Company does not guarantee the reliability, accuracy, information, materials, facts provided by third parties through the Service or posted on or connected to the Service by means of the user, and the Company shall not be liable for any service disruptions or disputes arising therefrom.
- 8. If a user uses the service in an illegal manner or violates these terms and conditions, all responsibility for this shall be borne by the user, and the Company shall not bear any responsibility for this. If the Company receives various complaints such as claims for damages from third parties as a result of this, the user shall indemnify the Company at their own responsibility and expense, and if the Company becomes liable, the Company may seek redress from the user for the part that bears the responsibility.

21. Indemnification of Users

- 1. You agree to indemnify, defend, and hold harmless the Company and its officers, employees, agents, partners, and others in the event of a dispute arising out of any of the following reasons.
 - 1) The user violates these terms, the detailed guidelines, or applicable laws and regulations.
 - 2) Actions taken by the Company to investigate a suspected violation of these terms, the detailed guidelines, or applicable laws or regulations, or to determine that a violation has occurred.
- 2. In the event that the user is awarded damages against the Company, the scope of damages shall include, without limitation, the Company's legal fees, expenses, and other damages.

22. Attribution of Rights

1. Intellectual property rights, including copyrights in the Services belong to the Company.

2. The Company grants the user only the right to use the Service in accordance with

the terms and conditions of use determined or notified by the Company in

advance, including these terms and conditions, and the user shall not transfer or

sell it, provide it as collateral, or otherwise dispose of it.

23. Resolution of Disputes

These terms or the Services shall be governed by and construed in accordance with the

laws of the Republic of Korea.

1. The Company establishes and operates a dedicated organization to reflect

legitimate opinions or complaints raised by users and compensate for damages.

2. The Company endeavors to promptly handle complaints and opinions submitted

by users. However, if it is difficult to process quickly, the user will be notified of

the reason and the processing schedule.

3. If a user applies for damage relief in connection with a dispute between the

Company and a user, the dispute may be subject to mediation by the Korea Fair

Trade Commission, or a dispute resolution organization commissioned by the

provincial governor.

Announcement Date: Oct 22, 2023

Effective Date: Nov 24, 2023