

# Terms of service

## Cloudike SaaS Full Terms and Conditions

### Chapter 1: General Provisions

#### Article 1 [Purpose]

① These Terms and Conditions apply to the rights and obligations between the Cloudike service (hereinafter referred to as the “Service”) provided by Cloudike Co., Ltd. (hereinafter referred to as the “Company”) and the user (hereinafter referred to as the “Member”) who uses this service. is intended to define.

② These Terms and Conditions are posted on the service subscription application website (<https://cloudike.kr/signup/business>) or notified to members by e-mail or an equivalent method.

#### Article 2 (Definition of Terms)

Definitions of terms used in these Terms and Conditions are as follows.

① “Cloudike service” refers to a service or system for individuals or businesses that can store and easily send and receive all kinds of files anytime, anywhere by securing a large amount of storage space (storage) on the Internet.

② “Member” refers to a user who has agreed to (joined) the service use contract with the company and has been given a user ID (ID).

③ “ID” refers to the e-mail provided by a member for identification and service use (hereinafter referred to as “ID”).

④ “Password” refers to a combination of letters or numbers determined by the member to confirm that the member is a member that matches the ID given to the member and to protect the member’s confidentiality.

#### Article 3 (Effect and Change of Terms and Conditions)

① These terms and conditions become effective when they are posted on the service subscription application website and notified to members by e-mail or an equivalent method.

② The Company may revise these Terms and Conditions within the scope that does not violate the relevant laws in the event of a reasonable cause, and the amended Terms and Conditions shall be disclosed or notified 7 days prior to application by the method of Paragraph 1 of this Article. In the event of changes to the terms and conditions or service contents that are unfavorable to the member, it shall be notified individually 30 days before the application of the terms and conditions (provided, however, that the notification is publicly announced if there are objectively difficult circumstances). In addition, all or part of the service may be changed or suspended in accordance with laws or government orders, instructions, recommendations, court judgments, or changes in related policies of the company and separate operators, in which case, the company may change or suspend the service from 15 days in advance. It is disclosed or notified by the method of Paragraph 1 of this Article.

③ If a member does not agree to the changed terms and conditions, the member may cancel the service use contract, and if the member continues to use the service after 7 days from the effective date of the changed terms and conditions, it is deemed to have agreed to the changes in the terms and conditions.

#### **Article 4 (Rules other than the terms and conditions)**

Matters not specified in these Terms and Conditions are subject to related laws such as the Telecommunications Basic Act and the Telecommunications Business Act, as well as the separate terms and conditions for additional services provided by the company, rules of use or detailed instructions for use.

### **Chapter 2 Service Use Agreement**

#### **Article 5 (Establishment of Use Agreement)**

① In the contract of use, a person who wants to become a member (hereinafter referred to as “subscriber”) agrees to the terms by clicking the “Create account” button after selecting “I agree” to the contents of these terms and conditions according to the registration procedure on the service website. considered to have been done.

② The contract of use is established when the company approves the account creation after the applicant agrees to the terms of use.

#### **Article 6 (Application for Use and Approval)**

① The applicant can apply for use by filling out and entering the form provided by the company in the service membership registration section and agreeing to the terms of use.

② In principle, the company approves the use of the service with respect to the application of the applicant for subscription pursuant to Paragraph 1 of this Article. However, in the following cases, the company may restrict the application for use and acceptance of the subscription applicant until the cause is resolved, and may terminate the use contract without a separate procedure. In addition, the company may terminate the use contract without a separate procedure in the case of the following, not only in the application stage of the applicant for membership, but also in the case of a member using the service.

1. In the event that the applicant for membership has lost his/her membership or has been refused to use the service  
However, this is not the case if more than one year has elapsed from the date of loss of qualification or rejection of service use and approval of re-subscription from the company has been obtained.
2. When applying by stealing someone else's name
3. In case of omission of member registration details or entering false information (All member information written in the membership application form is considered real data, The individual or entity that owns it is responsible.)
4. If you want to use the service for illegal or illegal activities
5. In case the application is made for the purpose of impairing social well-being, order, or good morals
6. In the event of an act that defames or disadvantages others
7. In case of intentionally obstructing the operation of the service
8. When it is judged that the subscription application is made in an illegal way by using a malicious program such as hacking or by exploiting a system vulnerability responsible.)
9. In case of distributing computer virus programs that cause malfunction of information and communication facilities or destruction of information
10. When there is a request for correction from an external organization such as the Information and Communication Ethics Committee
11. If you want to use the service for the purpose of pursuing profit without the prior consent of the company

12. In case approval is not possible due to reasons attributable to the member or if the application is made in violation of other regulations
13. When it is judged that it is difficult to objectively consent to use according to social norms
14. When it is impossible to provide services due to technical

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③ Except for the service use application restrictions listed in Paragraph 2 of this Article, in the following cases, the company may withhold the application for use and approval of the subscription applicant until the cause is resolved, and at this time, the company, in principle, sends it to the applicant electronically You can notify us of the reason by mail or by phone.

1. In case of technical problem
2. Other company reasons

④ Regarding the application of the applicant for membership pursuant to Paragraph 1 of this Article, the company may request real name verification and identity verification through a specialized institution.

⑤ By agreeing to these terms and conditions, the member agrees to all services provided or provided by the company.

## **Article 7 (Change and change of member information)**

① Members can view and modify their personal information at any time through the account screen. However, the user account (ID) required for service and member management cannot be modified.

② In the event that the information entered at the time of application for use is changed, the member notifies the company by modifying it through the account screen. The company is not responsible for failure to notify due to ignorance of contact information due to inaccurate information of the applicant, and the member is obliged to confirm it through inquiry.

## **Chapter 3 Changes and Termination of Use Agreement**

### **Article 8 (Change of Contract Contents)**

① When any of the following reasons for change occur in the member's service use contract, the member must immediately apply for the change according to the relevant procedure.

1. Change of company name, name, or address of a member and a person who is actually responsible for paying the fee
2. Change of card information registered as a credit card subject to automatic payment

② Even before the service opening date, if it is judged that an excessive increase in cost will occur, the company may request a fee increase and service change with the consent of the member. If the member does not agree to the changed usage fee, the member may cancel the contract for this service without paying the cancellation fee.

③ If the member is in arrears for the service usage fee charged by the company, the company may restrict the application for service change.

④ In the event that there is no room for facilities, technical service provision is difficult, or the company's service policy is changed, the company may restrict the member's application for change.

### **Article 9 (Renewal of Contract)**

The service does not have a separate usage contract period, and if the member does not express an intention to terminate the use contract, the period of use is considered to continue under the same conditions.

### **Article 10 (Succession of contract and transfer of rights)**

① In the event of a cause for succession or transfer of the legal status established with the company due to inheritance, merger, division, business takeover, etc., the member (i.e., transferor, original contractor) and successor must apply for the succession of the contract in accordance with the procedures set by the company. , the company may request related documents (business registration certificate, etc.) that can prove the succession of legal status from the date of occurrence, and members and successors are obliged to submit all documents according to the company's request.

② The company completes the procedure by updating the member information held by the company after checking the application documents and other documents in Paragraph 1 of this Article.

- ③ In the event that the cause of Article 6 (2) or (3) is found to the transferor (original contractor) or transferee (successor) in the course of the reasons and procedures set forth in Paragraph 1 of this Article, the company refuses to succeed to the contract according to the succession of legal status You can.
- ④ In the case of succession of legal status, the member must pay the service fee to the company in full by the time the cause is completed, and if there is an unpaid service fee, the company may refuse to cooperate in this regard.
- ⑤ In the event of a change in member information due to succession of legal status, the successor shall succeed after fully understanding the rights and responsibilities of the remaining contract period and contract details, and in case of any problems in this regard, the successor shall be responsible.
- ⑥ Even if the change of member information for the succession of legal status is completed, if the succession is judged to be for avoidance of obligations under the contract with the company and the company continues to fail to fulfill its responsibilities for the service use contract with the company, the company may hold the original contractor responsible for the service use contract.
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## **Article 11 (Termination of Contract)**

- ① Fees related to the member's service use are made according to the payment method based on the registered service start date, and if payment is not made, the member is notified by the method of Article 28.
- ② If payment is not made despite notifying the member, the account will be converted to a dormant account 60 days after the deadline notified by the company and the service will be limited. However, there are exceptions if the company and the member agree otherwise in writing.
- ③ If a member wants to cancel the contract, he/she must notify the company by phone or e-mail. If there is an unpaid service charge based on the cancellation date desired by the member, the cancellation procedure will be completed only after payment has been made.
- ④ Services provided free of charge may be automatically terminated without notice upon termination of the use contract.
- ⑤ Before termination of the contract, the member must directly back up the data in the Cloudike server. After canceling the service use contract, the

company deletes all of the member's Clouddike server and additional services, and after deletion, it is not restored for any reason.

#### **Article 12 (Termination of Contract Ex officio)**

If the member's service use falls under any of the following subparagraphs, the company may terminate or suspend the service use contract ex officio without further consultation.

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1. In case there is no appropriate action for non-payment
2. If the information entered in the application for use is found to be false
3. In case of damage to the company by intentionally interfering with the company's service operation
4. If the purpose and method of using the service violates domestic and international laws, and a government agency requests to suspend the provision of the service through legal procedures
5. In the event of using the Cloud Dike service in use to damage or attempt to damage the company service or other member's server
6. If the IP used is estimated to be an IP for spammers defined by major domestic and foreign portal sites, and usage is restricted
7. In case damage occurs to the operation of the company's service and the operation of the cloud server of other members who share the network due to a large-capacity network attack targeting the server of the Cloud Dike service in operation
8. In the event that a third-party company whose property rights have been infringed because the member does not use the legal software requests to stop the service according to the legal process

### **Chapter 4 Service Use**

#### **Article 13 (Start of service use)**

① The company starts the service when the member's application for membership is approved. However, in the case of some services, the service starts on a separately designated date.

② In the event that the service cannot be started due to a business or technical obstacle of the company, the member is notified by the method of Article 28.



③ In order to provide specific services, the company may request separate information or additional registration procedures from members, and in this case, the website or service terms of use, regulations, or guidelines take precedence over these terms

#### **Article 14 (Service Provision)**

① The company may classify the provided services and designate or partially limit the available time for each scope. In this case, the member is notified by the method of Article 28.

② In principle, the company provides services 24 hours a day, 365 days a year. However, the service may be temporarily suspended for business or technical reasons of the company, or the service may be temporarily suspended for a period set by the company for operational purposes. In this case, the member is notified by the method of Article 28.

③ The company may temporarily suspend the provision of services in the event of maintenance, inspection, replacement or breakdown of information and communication facilities such as resources and computer systems to provide services, communication interruption, or operational problems occur or are likely to occur. In this case, the member is notified by the method of Article 28. However, if there is an unavoidable reason that the company cannot notify in advance, it may be notified afterwards.

④ If information in the Cloudfire service is lost due to the member's negligence, it is difficult to recover completely, and the member bears the cost of recovery.

#### **Article 15 (Provision of Beta Service)**

① The company may conduct beta services for test purposes for members for a certain period before the official commercialization of new services. In each case, the test subject and period and related contents will be announced separately.

② Beta service is not a commercial service, but a process to check the development status such as stability. In this process, if necessary, service data may be changed, added, deleted, etc., which cannot be recovered. In addition, if unexpected problems occur during the beta service, the company may suspend the beta service without prior notice.



③ The beta service is a temporary service provided free of charge, and the company is not responsible for any damage caused to the member due to the service.

#### **Article 16 (Change and Suspension of Service)**

① The company may notify the member of the service contents to be changed and the date of provision in the manner set out in Article 28, and provide the service with changes

② The company may limit or suspend all or part of the service provision in the following cases.

1. In case of unavoidable reasons such as maintenance, inspection, replacement, breakdown of information and communication facilities such as computer systems, or interruption of communication
2. In case of disruption to normal service use due to power outage, equipment failure, or excessive usage
3. When a member interferes with the company's business activities
4. When it is impossible to maintain the service due to the termination of the contract or various circumstances of the company
5. In case of force majeure, such as other natural disasters or national emergencies

③ In case of service interruption pursuant to Paragraph 2 of this Article, the Company will notify the member in the manner set forth in Article 28. However, this may not be the case if advance notice is not possible due to service interruption due to reasons beyond the control of the company (disk or system H/W failure, etc. without intention or negligence of the company operator).

④ The company is not responsible for any damages suffered by the member due to the temporary suspension of the provision of the service for reasons not intentional or gross negligence on the part of the company as in Paragraph 2 of this Article.

#### **Article 17 (Copyright of Posts)**

① The copyright of the posts posted by the member belongs to the member.

② The company cannot use the post for any other purpose without the consent of the member who posted it.

③ The company does not take any civil or criminal responsibility for any posts posted by members in the service infringe other people's copyrights, program copyrights, etc.

#### **Article 18 (Provision of Information and Posting of Advertisements)**

① The company provides information and advertisements that are deemed necessary or likely to be used by members while using this service to members through banners, e-mails, SMS, phone calls, and mail. You can (or send). If a member does not want this, he or she can refuse to receive it according to the method provided by the company.

② Even in the case of a member who refuses to receive in accordance with the provisions of Paragraph 1, e-mail, etc. You can provide information in this way.

#### **Chapter 5 Service Fee**

#### **Article 19 (Calculation of Fees and Calculation on a Prorated Fee)**

① The service fee is calculated from the service opening date.

② If the service fee is paid by bank transfer, the service fee from the service opening date to the end of the current month will be calculated on a daily basis. If the service fee is paid by credit card, the service fee is calculated on a monthly basis from the service opening date to the day before the corresponding date in the following month.

③ If the date of change of the rate plan is in the middle of the month, the usage fee is calculated on a pro-rata basis using the number of days used in the month. However, there are exceptions if the company and the member agree otherwise in writing.

④ When canceling the service, the fee is calculated on a pro-rata basis from the 1st of the month to the day before the cancellation as the date of use.

⑤ If the company and the member agree differently from the contents of paragraphs 1 to 5 of this article, the usage fee will be calculated according to the relevant matters.

## **Article 20 (Responsibility for payment of usage fee and objection)**

① In principle, the member company to which the person in charge of the company belongs is responsible for the payment of the usage fee.

② If a member has an objection to the charged fee, etc., he or she may file an objection within 6 months from the date of claim, and the company will investigate the validity of the objection within 7 days of receiving the objection and notify the member of the result. However, if the result of the objection cannot be notified within the unavoidable period, the reason and processing date will be redesignated and the member notified.

## **Article 21 (Return of usage fee)**

① The company refunds the overpaid fee when there is an overpayment of fees, etc., and in the event of a cause attributable to the company, it is returned with statutory interest added. However, if the member agrees or does not respond to the company's notice of return, the next month's fee may be charged by deducting the applicable amount and legal interest.

② In the event that the member to whom the fee is to be returned has an unpaid fee, etc., the company may return it after deducting the fee to be returned first.

## **Article 22 (Collection of Overdue Fees)**

① If the person in charge of payment is delinquent in payment, the company may make a payment request such as a reminder 60 days after the arrears occur. In this case, the company may issue a reminder to the member, and the payment due date will be specified again.

② If the person in charge of payment is delinquent, the company collects an amount equivalent to 2/100 (monthly) of the arrears as of the last payment date in addition to the delinquent fee.

## **Article 23 (Collection of Exemption Fee)**

If the person in charge of fee payment evaded the fee in violation of related laws or terms and conditions, the company collects an amount equal to twice the evaded fee.

## **Article 24 (Return of Fees)**

① If the person in charge of payment overpays or erroneously pays the fee, the company returns it or settles it from the next fee.

② In the event that the person responsible for payment of the fee is in arrears in accordance with Paragraph 1 of this Article, the company shall first deduct the arrears fee from the fee to be returned and return it.

## **Chapter 6 Obligations of Parties to Terms and Conditions**

### **Article 25 (Obligations of the company)**

① Unless there are special circumstances, the company is obliged to provide the service continuously and stably, allowing the member to use the service within the desired date of account creation or the period specified in these terms and conditions. However, if it is impossible to create an account on the desired date of account creation, the fact is notified to the member by phone, e-mail, or mail before the desired date of account creation.

② In accordance with the Act on Promotion of Information and Communications Network Utilization and Information Protection, etc., the Company cannot disclose or distribute member information acquired in connection with the provision of services to others without the prior consent of the member and cannot use it for commercial purposes. However, this is not the case in cases where due process is followed in accordance with the provisions of the Act, such as when a request is made by a related agency for the purpose of investigation according to the relevant laws or when there is a request from the Korea Communications Standards Commission.

③ The company strives to provide the best convenience necessary for contract-related procedures and contents with members, such as conclusion of the contract of use, change and termination of contract details, etc.

④ If the company deems that the complaint received from the member in relation to the service is justified, it must be dealt with promptly. do.

⑤ The company complies with laws related to the operation and maintenance of services, such as the Act on Promotion of Information and Communications Network Utilization and Information Protection, Protection of Communications Secrets Act, and Telecommunications Business Act.

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## **Article 26 (Responsibilities of Members)**

- ① Members must comply with relevant laws and regulations, the provisions of the Terms and Conditions, the usage guide and the notices posted on the service, as well as the notices of the company, and must not engage in other acts that interfere with the business of the company
- ② Members may not engage in any commercial activities using the service without prior consent of the company, and may not distribute or publish materials that violate the law. In particular, profits through hacking or advertisements, commercial activities through obscene sites, and illegal distribution of commercial software are prohibited. The company is not responsible for the results and losses of business activities that occur in violation of this, legal actions such as arrest by the relevant authorities, etc., and if damage is caused to the company due to such actions, the member is liable to compensate the company .
- ③ When a member registers information necessary for service use with the company, he/she must provide complete information consistent with the current facts.
- ④ The member is obliged to pay the fee stipulated in these Terms and Conditions on the designated date in exchange for the use of the service.
- ⑤ Members should frequently check the service contents or notices including the service screen and the matters stipulated in these terms and conditions, and the policies or regulations set by the company.
- ⑥ Members cannot transfer or donate the right to use the service or other status under the contract of use to others without the express consent of the company, and cannot provide this as collateral.
- ⑦ If the company provides the service normally, the member is responsible for all civil and criminal responsibilities for disputes between individuals.
- ⑧ The member shall immediately notify the company of any changes in contract details such as address, contact information, and business registration number, and any disadvantages caused by negligence shall be the responsibility of the member.
- ⑨ The member is solely responsible for the management and preservation of the member's information and data related to the service.

## **Article 27 (Obligations and Responsibilities for User Account (ID) and Password Management)**

① Members are responsible for managing their user account (ID) and password, and must not allow a third party to use them. The member is responsible for any damage to the service or illegal use by a third party caused by the member's negligence in managing account and password, and the company is not responsible for it.

② If the member's account (ID) and password are used without the member's consent, the member must immediately notify the company and follow the company's instructions. The company is not responsible for any disadvantages caused by not notifying the company of illegal theft by a third party, or not following the company's instructions even if notified.

## **Article 28 (Method of notifying members)**

① If the company notifies the member, unless otherwise provided in these terms and conditions, the member can use the e-mail or SMS registered at the time of registration.

② In the case of notifying all members or unspecified number of members, the company may substitute individual notification by posting it on the service website or bulletin board.

## **Article 29 (Consignment of Personal Information)**

① In principle, the company carries out the handling and management of collected personal information by itself, but if necessary, it may entrust some or all of its work to a company selected by the company.

## **Chapter 7 Compensation for Damages**

### **Article 30 (Member's Claim for Damages)**

① When a member claims compensation for damages from the company due to a disability caused by a cause attributable to the company, the member must submit in writing the reason for the claim, the amount of claim and the calculation basis to the company.

② If the claim for damages under Paragraph 1 of this Article is not exercised within 6 months from the date of occurrence of the damage, the claim will be extinguished.

### **Article 31 (Claim for damages to members)**

- ① If a member violates the provisions of these Terms and Conditions and damages the company, the member who violates these terms and conditions must compensate the company for all damages.
- ② In the event that the company receives various objections, including claims for damages or lawsuits, from a third party other than the member due to illegal acts or violations of these terms and conditions performed by the member in using the service, the member shall be responsible for his/her responsibility and expenses. The company must be indemnified as a result, and if the company is not exempted, the member must compensate for all damages incurred by the company.

### **Article 32 (Exemption clause)**

- ① The company is not responsible for the provision of the service if it is unable to provide the service due to a national emergency, natural disaster, or equivalent force majeure.
- ② The company is not responsible for any service failure or service use failure due to reasons attributable to the member.
- ③ The company is not responsible for the loss of revenue expected by the member by using the service, and the company is not responsible for any other damage caused by data obtained through the service.
- ④ The company is not obligated to intervene in disputes between members or between members and third parties through the service, and is not responsible for compensation for damage caused by this.
- ⑤ The company does not bear any responsibility for the use of the services provided by the company for free, unless there are special provisions in the relevant laws and regulations.

### **Article 33 (Competent Court)**

- ① In the event of a dispute between the company and the member in relation to the use of the service, the company and the member shall faithfully consult to resolve the dispute.



② If a lawsuit is filed because the dispute is not resolved even in the consultations under Paragraph 1 of this Article, the company and the member shall be responsible for the Consumer Dispute Mediation Committee of the Korea Consumer Agency in accordance with the Consumer Basic Act, the Electronic Transaction Dispute Mediation Committee established by the Electronic Documents Act, and the electronic transaction service. You can apply for dispute mediation related to use.

③ For matters related to these Terms and Conditions, the laws of the Republic of Korea shall be the governing law.

④ Matters related to these Terms and Conditions shall be resolved by arbitration using the Korean language in accordance with the International Arbitration Rules of the Korean Commercial Arbitration Board in Seoul, Korea. The award rendered by the arbitrator is final and binding on both parties.

**(Appendix)**

(Enforcement Date) These Terms and Conditions are effective from June 10, 2020.