

## Terms and Conditions of Service

### 1. Purpose

With regard to the participation of KLOVER Campaigns (the "Campaigns") provided and managed by KLOVER MARKETING Corp. (the "Company"), these Terms and Conditions of Service (the "TCS") shall govern rights, obligations, and related procedures among the Company, the Creator (the "KLOVER Campaign Participating Creator") promoting Brands or the Goods and Services compatible with the standards through the process.

### 2. Definitions

- 1) KLOVER Campaigns under this terms and conditions refers to the Campaigns created and provided by the Company. KLOVER MARKETING is a global marketing company catered to global consumers with various K-brand promotion campaigns.
- 2) "Creator" is a person who registers to join the KLOVER Community with understanding of the TCS and participate in the Campaigns provided by the Company.
- 3) "Partner" is a brand or a business requesting Brand Promotion Campaigns to the Creator and providing Goods to the Creator and the Consumer through the KLOVER Campaigns.
- 4) "Goods" mean physical products that the Creator may obtain and the Consumer may purchase from the Campaigns.
- 5) "Consumer" is a person who purchases the Goods from the Sales Campaigns that the Creator promotes.
- 6) "Sales Campaign" partnered with the Creator means an actual sales event promoted by the Creator and executed by the Company for a given time.

### 3. Obligations and Duties

The Company:

- 1) The Company shall provide applicable Campaigns and Intermediary Promotion Service support including information of the Process, Goods, Partner, and Customer Service.
- 2) The Company shall endeavor to support communication between the Creator and the

Partner.

- 3) The Company shall compensate and reward the Creator for promoting Campaigns and Brand Promotions according to the Payment Policy.
- 4) The Company is not responsible for any damages or problems caused by damages or defects of the Goods or contents of the Creator.
- 5) The Company reserves rights to use the Creator's Contents as well as reviews of the Goods or Services provided by the Partner or Company for other marketing purposes.
- 6) If the Creator creates a copyrighted work regarding the Goods or Brands provided by the Company for the Campaign, any copyright and intellectual property right created from such work shall belong to the Company.
- 7) The Company shall do its best to intermediate the process between the Creator and the Partner for the best interests of all participants.

The Creator:

- 1) The Creator shall create and post the contents within the given deadline and may not postpone or forsake the promised obligations without consultation with the Company. In the case of violation, postponement, or abandonment of the obligations, the Creator is responsible for compensation for the product provided and will be restricted to participate in any other KLOVER Campaigns.
- 2) The Creator shall follow the content guideline provided by the Company or the Partner and shall include applicable information about the Goods, Campaign, Brand, and hashtags related to the Campaign or Brand on his/her social media.
- 3) The Creator shall ensure the contents as well as relative information about the Campaign, Goods, and the Partner to be in full disclosure on his/her social media during the Campaign or Brand guided(promised) period and the Creator shall not delete or edit the contents for at least one month after the Campaign or Brand Promotion ends. (Exception: Sales Link provided by the Company, or the Partner must be placed as guided only for the Campaign or Brand Promotion period.)
- 4) The Creator shall not post a content that may infringe an intellectual property right; use of a third party's copyrighted work, broadcasting programs, sound sources, movies and animations as well as a third party's proprietary trademarks and service marks without the third party's consent.
- 5) The Creator shall not provide inaccurate information about the Goods, the Services, the Company, the Campaign, and the Partner.
- 6) The Creator shall not sell, transfer, or lease the Goods and Services provided by the Company.
- 7) Particularly in case of Sales Campaigns, the Creator is not responsible for any damages or problems caused by damages or defects of the Goods sold and delivered to the Consumers.

- 8) The Creator shall not engage in similar activities with the same Goods during the KLOVER Campaign and Brand Promotion period.
- 9) The Creator shall not disclose any information (such as list of the Goods, the Partner, Process, and Reward Policy) obtained from joining KLOVER Community and participating in KLOVER Campaigns.
- 10) The Creator may be asked to agree to the TCS and follow the guideline provided by the Partner when participating in the Campaigns.

Both the Company and the Creator shall not engage in any act that is prohibited by the TCS, or applicable laws, regulations, or contrary to public order or morals, and shall endeavor to work together to sustain the program.

#### 4. Payment Policy

The Company shall reward the Creator according to the Payment Policy.

- 1) For the contents that Creator created for the Campaigns, the Creator receives reward payments according to the Payment Rate and Terms listed in each Campaign Invitation as well as Contents Guideline, excluding transaction fees. If the created content does not comply with the Guideline (including meeting the deadline), the reward may be deducted or held for modification.
- 2) When paying cash rewards, the Company shall provide the Creator with applicable proof of the compensation.
- 3) The Company will pay cash rewards to the Creator on a specific date listed in each Campaign Invitation (appx. at least three weeks after each Campaign is completed), in applicable currency via PAYPAL account. If the Creator wants to be compensated through personal bank wire transfer, the Creator shall pay for each wire transfer fee.
- 4) The Creator is solely responsible for taxes in relation to the tax law in the Creator's area.
- 5) If the Creator receives a partial advance payment for creating contents after agreeing to participate in the Campaigns, the Creator must create and post the contents within the deadline according to the guide provided by the Company. If the Creator fails to do so, the entire advance payment must be refunded to the Company.

#### 5. Dispute Resolution

- 1) The Company will try to promptly resolve such complaints and opinions filed by the Consumer and the Creator; provided, that the Company will give the relevant Consumer and the Creator

immediate notice of the reasons and handling schedule if the Company is unable to promptly deal with certain complaints or opinion.

- 2) The Company will not be involved with nor take responsibility for a dispute arising between the Creator and the Partner or the Consumer for damages arising from their own negligence.
- 3) Both the Creator and the Partner are entitled to make a request or a suggestion, including inquiries, in relation to the Service and the Campaign provided by the Company via applicable form.

## 6. Indemnification

- 1) The Company shall be released or discharged from liabilities in the case where it cannot provide the Campaigns due to wars, riots, natural disasters, national emergency, technical failures that cannot be cured, or any other force majeure events.
- 2) The Company shall not take any liability for the suspension/inconvenience of the Service caused by the Creator's or the Partner's fault.
- 3) The Company shall be released or discharged from liabilities in the case where the Creator is inflicted with damage due to a telecommunication service provider's suspension of telecommunication services or its failure to provide telecommunication services in a normal way.
- 4) The Company shall be released or discharged from liabilities in the case where the Service is suspended or interrupted due to inevitable events, including the maintenance, replacement, regular inspection or construction work of facilities that has been notified in advance.
- 5) The Company shall not take any liability regarding reliability or accuracy of information, materials or facts posted or transmitted by the Partner.
- 6) The Company is not obliged to be involved with a dispute arising between the Creator and the Partner or the Creator and a third party in relation to the Service and shall not take any liabilities for damages arising in relation thereto.

## 7. Governing Law

Any lawsuit filed in relation to a transaction under this TCS between the Company and the Creator or the Partner and the Consumer shall be governed by the laws of the Republic of Korea.