

TERMS OF SERVICE

Effective 03. 04. 2022

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[\[Link to previous Terms of Service\]](#)

I. GENERAL TERMS AND CONDITIONS

1. Purpose

Datarize Corp. (“**Company**,” “**we**,” “**our**,” or “**us**”) provides a SaaS solution, “Datarize,” that provides optimized customer relationship management (CRM) marketing by collecting and analyzing integrated data (the “**Solution**”). Please read carefully these Terms of Service and our Privacy Policy available at https://www.datarize.ai/_next/static/Datarize_Privacy_Policy_EN.pdf before using the Services. These Terms of Service set out the rights, obligations, responsibilities, and other matters that govern your use of the Services. By using our Services, you agree to all relevant terms and conditions outlined in these Terms of Service. IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE OR OUR PRIVACY POLICY, YOU MAY NOT USE ANY OF THE SERVICES.

2. Definitions

The terms used in these Terms of Service are defined as follows:

1. The “**Consumer**” means a customer who uses your service by purchasing, searching, checking goods or services sold on the website or application operated by you (collectively, your “**Platform**”) and conducting other consumption activities on your Platform;
2. The “**Member**,” or you mean those who use the Services upon its execution of the Service Agreement with us in accordance with these Terms of Services by accessing our Website or the Service Page and completing the signing up and registration process;
3. The “**Service(s)**” means the services provided to you, whose detail is specified in Section 7.1. of these Terms of Service;
4. The “**Service Fee**” means the payment to be made by you to us in consideration for using the Service;
5. The “**Service Page**” means the console page for providing the Services, whose website address is at [<https://console.datarize.ai/>]
6. The “**Subscription Period**” means the period of using the paid Services based on your subscription plan (monthly period or other periods as determined separately) subject to the payment of the Service Fee; and
7. The “**Website**” means our website address at [<https://www.datarize.ai/>].

3. Application of Terms of Service

These Terms of Service apply to all services we provide to you in relation to the Solution, including the Services; provided that in cases where the parties execute a separate agreement or separate terms and conditions, the provisions thereof will prevail.

4. Publication; Changes to these Terms of Service

1. We will make these Terms of Service clearly visible to you by posting them on the sign-up page and/or at the bottom of the opening page of the Website.
2. We reserve the right, at our discretion, to change, modify, add, or remove all or part of these Terms of Service from time to time by posting/publishing the amended versions on the Website.
1. You are responsible for reviewing the Terms of Services regularly to check for such revisions. Unless we state otherwise, amendments are immediately effective when posted or on the date specified within the posting. Your continuous access or use of the Services or its failure to expressly express an intention to decline the amendments after the amendments are posted or notified will be deemed the acceptance of the amended Terms of Service. If you do not agree to the amended Terms of Service, you must stop accessing or using the Services, and conditions of the amended Terms of Service will not be applied, in which case either you or the Company may terminate the Service Agreement. The Service may only be available to the Members who consent to the changed Terms of Service.
3. We may have separate policies for detailed services provided within the Service, which will be posted or notified on our Website or the Service Page, which will be accessible to you; provided that in cases of any inconsistency with these Terms of Service, the provisions in the said policies will prevail.

5. Interpretation

Any matters or interpretations not stipulated in these Terms of Service will be governed by relevant laws of the Republic of Korea.

II. SERVICES

6. Execution of Service Agreement

You and the Company will execute a service agreement for your use of the Services with the terms and conditions as stipulated in these Terms of Services (the “**Service Agreement**”) upon our approval of your membership registration for the Service in accordance with the form prescribed by us. The Company’s approval of the registration will be notified on the Website by notifying whether your membership registration has been completed or individually to you.

7. Provision of Services

1. We will provide the following Services, whose details may be described in the description of the Service on the Website and the Service Page:
 - a) Consumer data collection and analysis service of your Platform, including analytics, real-time user and product profiling;
 - b) Market average information and market comparison analysis information provision service based on clustered data;
 - c) Marketing service (such as mobile messages, text, email, Website pop-up, etc.) for marketing and other purposes to specific target consumer groups based on analyzed customer tendencies, etc.; and
 - d) Other services incidental to the above tasks.
2. We may delegate or entrust a third party to perform some of the above Services to the extent permitted by law.
3. To use our Services, you will have to complete the following process:
 - a) You apply for your membership registration on the Service Page;
 - b) You register your Platform on the Service Page;
 - c) You complete the required installation, including script installation and metadata integration;
 - d) The Company starts training datasets, which takes an average of one (1) day;
 - e) Once the datasets training is completed, your free trial period will automatically start, as of which the Service Agreement will be executed; and
 - f) You'll be notified via email or mobile messenger when your free trial period starts.

8. Modification and Discontinuation of Services

1. We will do our best to provide the Service and will take reasonable measures to maintain the stability and reliability of the Service; provided that we reserve the right, at our discretion, to change, modify, add, or remove all or part of the Service without prior notice to you.
2. We may discontinue the Service if we consider it difficult to continue the Service due to business reasons, such as the closure of the business due to business transfer, division, or merger or a deterioration in the profit of the Service without prior notice to you.
3. We shall not be liable for any damage incurred by you due to changes made to the Service or the discontinuation of the Service. Further, we reserve the right to modify, discontinue, or terminate the Service without prior notice to you and shall not be liable for any damages suffered by you as a result. You shall be aware of the risks of using the Service and shall use the Service at your own initiative and responsibility.

9. Usage Term and Subscription Period

After executing the Service Agreement, you will have a one-month free trial period, during which you may decide

to subscribe and complete the payment method registration process. In case you complete the payment method registration during the free trial period, your Subscription Period will start from the day after the end of the free trial period and end according to the subscription plan you selected. Your Subscription Period will be extended according to your subscription renewal. In case you do not complete the payment method registration, you will no longer be able to use the Services except for logging in after the end of the free trial period.

10. Suspension of Services

1. We may temporarily suspend the provision of the Services in any of the following cases:
 - a) In case of maintenance, regular inspection, replacement, breakdown, or interruption of communication or certain information and communication facilities, including our system;
 - b) In case of necessary suspension for the stable provision and modification of the Service;
 - c) In case of necessary suspension to respond to electronic infringements such as hacking, communication accidents, or unexpected service instability;
 - d) In case of a failure in the telecommunications service provided by a long-term telecommunications service provider under the Telecommunications Business Act;
 - e) In case of force majeure reasons that cannot be controlled by our reasonable efforts, such as natural disasters, national emergencies, power outages, failure of service facilities, or excessive use of the Service;
 - f) In case of multiple failures to pay the Service Fee from your registered payment method, where the maximum number of payment attempts depends on the applicable payment gateway agency's policies; or
 - g) In case of any other reasons that significantly hinder the smooth operation of the Service.
2. We reserve the right to suspend or limit the Service without prior notice to you and shall not be liable for any damages suffered by you as a result. You shall be aware of the risks of using the Service and shall use the Service at your own initiative and responsibility.

11. Payment of Service Fee

We will charge the service fee in consideration of your use of the Services (the “**Service Fee**”) as follows; provided that the Service Fee consists of the subscription fee and your message cost:

1. Subscription Fee:
 - a) The subscription fee is calculated based on your chosen subscription plan and the monthly average user of the previous month;
 - b) You will be automatically charged to your registered payment method on the next payment due date; and
 - c) The first subscription fee will be charged on the start date of the Subscription Period; and
2. Message Cost:

- a) You need to pay for the message cost separately for the message campaign, which will be deducted from the charged balance of your account. The price is calculated by the number of messages delivered multiplied by the cost per message for each channel;
- b) Your balance will be recharged by automatically charging to your registered payment card according to the auto-recharge conditions you set; and
- c) You need to pay for the message cost to use the message campaign even during the free trial period.

You may review the Service Fee and the related payment method through the Website, Service Page, payment screen, or other notifications.

12. Refund of Service Fee

We will refund the Service Fee as follows:

1. Subscription Fee:
 - a) If you request to terminate the Services when there is a remaining Subscription Period, the subscription fee will be refunded in accordance with the refund policy as prescribed on the Website and the Service Page; and
2. Message Cost:
 - a) By contacting the Company, you may get a refund for the remaining amount of your balance, and the refund amount will be confirmed after the deduction is complete if there is a message in progress when you request a refund.

Notwithstanding the foregoing, refunds may be limited by the payment gateway agency's policies.

13. Intellectual Property Rights

1. We are the sole and exclusive owner of all software, functions, documents, contents, brand expressions, etc., provided within the Service, and all rights and interests therein, including copyrights, belong to the Company.
2. We may pseudonymize or anonymize data accumulated through your use of the Services for purposes such as improving the Services and developing new services and use such data to the extent permitted by applicable law.

III. MEMBER

14. Membership

1. You may become a Member by agreeing to the terms and conditions of these Terms of Services and applying for the membership in accordance with the form prescribed by us.

2. When applying for membership, we may request real name verification or identity verification through a professional organization if necessary.
3. We may not approve an application or terminate the Service Agreement subsequently in the following cases:
 - a) In case you do not apply with your real name or use someone else's name;
 - b) In case you have previously been disqualified as a Member under these Terms of Service;
 - c) In case you enter false information or fail to provide the information requested by us;
 - d) In case you use someone else's payment method without such person's approval;
 - e) In case you intend to use the Services for fraudulent acts such as illegal or unlawful acts;
 - f) In case you cannot be approved due to reasons attributable to you or if the application is made in violation of other stipulated provisions herein or applicable laws;
 - g) In case we do not have enough personnel or equipment to provide the Services, or if there are technical or business problems; or
 - h) In other cases that we determine that it is not appropriate to approve membership applications.
4. If we do not approve or suspend approval of your application for use under Article 14, we will notify the applicant if necessary.
5. In case you request a separate service based on your internal policies or you will be provided additional services not included in the Services, you may have to confirm and agree to the separate terms of use to use certain functions of the Services.

15. Personal Information Protection

We will endeavor to protect your personal information in accordance with applicable laws and regulations. We will protect and use your personal information, as the case may be, in accordance with applicable laws and regulations and our Privacy Policy; provided that our Privacy Policy only applies to the Services directly provided by us and does not apply to any other linked services.

16. Member Information

1. Whenever required to provide information to us, you must provide true information. You will not be protected against any disadvantages caused by the provision of false information.
2. You may view and modify your own information at any time through the management screen. Provided that, items that cannot be modified due to their nature may be changed separately after our prior approval.
3. We will not be liable for any disadvantages caused by your failure to properly modify changes to the information.

17. Your Obligations

1. You are responsible for managing the ID and password to access the Services and will not allow third parties to use them.
2. If you recognize that your ID or password has been stolen or is being used by a third party, you must immediately notify us and follow our instructions.
3. You must not engage in any of the following acts:
 - a) Providing false information when applying for the use of the Service, modifying your information, or using the Service;
 - b) Using someone else's information when using the Services;
 - c) Collecting someone else's personal information without authorization;
 - d) Using someone else's payment method without such person's approval;
 - e) Infringing on our or someone else's intellectual property rights, such as copyrights and other rights;
 - f) Damaging our or someone else's reputation or interfering with our or someone else's business;
 - g) Using the Services outside the normal scope of use of the Services; and
 - h) Conducting other acts prohibited by other relevant laws and regulations or not permitted by good morals or other social conventions.
4. You are obligated to check and comply with these Terms of Services, relevant laws and regulations, and the precautions and notices announced by the Company in connection with the Service.

IV. RESTRICTION OF SERVICE USE

18. Service Use Restriction

1. We may restrict your use of the Service if we consider you violate Article 17 or any other obligations of these Terms of Service or interfere with the normal operation of the Service.
2. We will notify you of the measures to restrict your use of the Service if applicable.
3. Further, we may suspend your account to use the Service until the investigation is completed in the following cases:
 - a) In case a legitimate report is received that the account has been hacked, used by someone else, or used for a crime; or
 - b) In case provisional suspension of your account to use the Service is necessary for other similar reasons.

19. Appeal Procedure for Service Use Restriction Measures

1. In case you intend to appeal against our restriction on your use of the Service, you must submit an appeal form stating the reason for the appeal to us via email within fourteen (14) days from the date of receiving our notice of the measure as set forth in Section 18.2.
2. In case we consider your reasons for the appeal thereof to be valid, we will take follow-up action to lift our restriction on your use of the Service accordingly.

V. MISCELLANEOUS

20. Indemnification

Each of you and the Company agrees to indemnify and hold harmless the other party, its agents, employees, and officers from and against any and all losses, claims, damages, or liabilities (including reasonable costs and attorneys' fees) due to or arising out of a breach of these Terms of Service to the extent such damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.

21. Limitation of Liability; Disclaimer

1. We will not be liable for the damages related to the Services in the following cases:
 - a) In case the Services cannot be provided due to wars, events, natural disasters, emergencies, technical defects that cannot be resolved with current technology, or other force majeure reasons;
 - b) In case the Services are unable to be used due to your intentional or negligent acts;
 - c) In case you fail to obtain or lose the expected benefit from using the Service;
 - d) In case such damages are caused by any transactions or disputes that you may have with other Members or others through the Service;
 - e) In case such damages are caused by the repair, replacement, regular inspection, construction, or other similar reasons of the equipment used for the Service;
 - f) In case such damages are caused by the reliability or accuracy of information or materials posted by you in connection with the Service;
 - g) In case such damages are caused by your use of the free Services;
 - h) In case such damages are caused by your failure to manage personal information, payment information, or mobile device passwords;
 - i) In case such damages are caused by a third party illegally accessing or using our server;
 - j) In case such damages are caused by a third party transmitting or distributing a malicious program;
 - k) In case such damages are caused by third parties in the course of using the Services due to the omission

or destruction of transmitted data, or defamation; or

- l) In case such damages are caused by other reasons for which there is no intentional or gross negligence of the Company.
2. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EXCEPT FOR THE COVENANTS OR WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, WE HEREBY DISCLAIM ALL OTHER COVENANTS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, WE WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE MATERIALS OBTAINED THROUGH THE SERVICES NOR ANY LOSS OF PROFIT EXPECTED BY YOU.

22. Notification

1. We may notify you via sending a written form or an email to the addresses registered by you, posting as a pop-up when logging in or at the notice board.
2. You may, at any time, visit the customer center on the Website to express your opinions.

23. Versions

These Terms of Services are available in both Korean and English, and the version you confirmed at the time of registration (including any subsequent revisions) will apply.

24. Governing Law; Dispute Resolution

1. These terms of service will be governed by and construed in accordance with the laws of the Republic of Korea without giving effect to any choice or conflict of law provision or rule.
2. Any disputes out of or in connection with the use of the services will be first resolved by mutual consultation. The unresolved disputes by the consultation will be submitted to the exclusive jurisdiction of the Seoul Central District Court.