

# Clix Terms of Use

## Article 1 (Purpose)

The purpose of Clix Terms of Use ("Terms") is to set forth the rights, obligations and duties between Kakao Corp. (the "Company") and the Advertiser(as defined below) with respect to his or her use of the Clix service as provided by the Company(the "Service").

## Article 2 (Definitions)

(1) For the purpose of these Terms, the following definitions shall apply:

- (a) "Advertiser" means a person who becomes a Kakao Business Member under the Terms of Use for Kakao Business Member(hereinafter shortly called as "Terms of Business Member"), then applies for and uses the Service under the procedure set forth in these Terms.
- (b) "Service" means the services wherein the Advertiser's website is registered under the Clix registration procedure provided by the Company, and advertising for the relevant webpage is provided to users of the websites and mobile applications run by the Company or its partner companies (hereinafter "advertising media"), under certain terms and conditions, and the training service related to the running of the advertising service.
- (c) "Volume-based fee advertisement (hereinafter advertisement shortly called as "ad") means a "performance-based ad" wherein the advertising fee is paid according to the number of clicks for the ad. Performance-based ad consists of search network ads and display network ads.
- (d) "Fixed-fee ad" means an ad wherein advertising fee is paid according to the criteria separately prescribed by the Company based on the number of impressions, period, etc., of the showing of the ad. It refers to an ad that is not a "volume-based fee ad."
- (e) "Biz Cash" means an advertising fee paid by the Advertiser to use the Service.
- (f) "Biz Coupon" means a virtual advertising fee paid by the Company that can be used for the Service. "Biz Coupon" can be used like "Biz Cash" for the Service, but it cannot be converted into cash.

## Article 3 (Notification, Effectiveness and Amendment of the Terms)

(1) The Company shall post these Terms on the initial start-up page of the Service so that the Advertiser may easily take notice and read these Terms.

(2) The Company may amend these Terms to the extent such amendment does not violate applicable laws including but not limited to the Act on the Regulation of Terms and Conditions.

(3) In the event the Company amends these Terms, the Company will post the then-current Terms of Use, the amended Terms of Use ("Amended Terms") and its effective date and reasons for amendment on the pages of the Service starting at least fifteen (15) days prior to the effective date of the Amended Terms and for a reasonable period of time thereafter, or starting at least thirty (30) days prior to the effective date of the Amended Terms and for a reasonable period of time thereafter if the content of the Amended Terms may be detrimental to the Advertiser, and notify the Advertiser thereof via e-mail if such Advertiser provided its e-mail address when registering for the Service.

(4) When giving notice to the Advertiser pursuant to the above Section 3, the Company will clearly inform that the Amended Terms will be deemed to have been approved by an Advertiser if the Advertiser does not provide the

Company with notice of its intent of non-acceptance of the Amended Terms within the period starting from the date of notice and ending on the seventh (7<sup>th</sup>) day after the effective date of the Amended Terms. If the Advertiser does not provide such notice to the Company, the Company shall deem that such Advertiser has accepted and agreed to the Amended Terms. If the Advertiser does not accept and agree to the Amended Terms, the Advertiser may terminate this agreement to use the Service (the "Service Use Agreement").

#### **Article 4 (Personal Information Protection)**

(1) The Company will only collect information from the Advertiser to the extent necessary to perform its obligations under the purchase agreement with the Advertiser.

(2) The Company will retain and use the personal information collected from an Advertiser until such Advertiser withdraws its registration from the Service. When the Company collects and discloses identifiable personal information of an Advertiser, the Company will obtain the prior consent of such Advertiser.

(3) Collected personal information will not be used for any purposes other than the purpose set forth under these Terms or disclose to third parties without the consent of the Advertiser. Provided, however, that the Company may display the advertisement information (address, telephone number, etc. of the Advertiser) registered as advertisement products of the Service on Daum local service of the Company at local.daum.net or other advertising services.

(4) The Advertiser may, at any time, request the Company to peruse or correct any errors with respect to the company information or personal information provided by such Advertiser and the Company will be responsible to take the necessary measures to respond to such request without any delay. If the Advertiser requests for a correction of his or her information, the Company may not use the company or personal information, as applicable, until such correction has been made.

(5) The Company will destroy all additional information provided by the Advertiser to make payments for use of the Service such as a credit card number without any delay after completing the payment process. Provided, however, that the above shall not apply if the Company is required to retain such information pursuant to applicable laws.

#### **Article 5 (Service Fees)**

(1) In the case of volume-based fee ads, the advertising fee shall be set under the procedure prescribed by the Company based on the number of clicks for an ad occurring after its showing. (For details of the fee and specific fee-setting criteria, please refer to the relevant web pages.)

(2) In the case of volume-based fee ads, assuming that Biz Cash is charged, advertising shall be performed after review of application for the Service within a certain period of time (excluding weekends and holidays) from the date of application (for the review period, please refer to the relevant web pages). However, the Advertiser may designate a third party, pursuant to the Company-prescribed procedure, and have the third party request, on behalf of the Advertiser, the Company to change the form of billing for volume-based fee ads.

(3) In the case of volume-based fee ads, even after Biz Cash is used up, billing may be performed for valid ad clicks up to a certain ceiling granted for each Advertiser; provided, however, that subtraction shall only be made from the amount billed where there is an additional charging of Biz Cash.

(4) In the case of fixed-fee ads, advertising fee shall be decided in accordance with the manner of ad purchase and the period of advertising.

## **Article 6 (Content of the Service)**

(1) The object and content of an ad applied for by the Advertiser shall undergo the Company's review wherein it will check whether there is a violation in the given review criteria and the applicable laws, and in that process, an ad violating such review criteria and applicable laws may be edited by the Company. The period necessary for the above may be extended due to unavoidable circumstances on the part of the Company.

(2) Where the Advertiser's application for an ad violates Clix's registration or editing criteria, running of the ad shall be withheld, and a modified application shall be made by reflecting modification of the Advertiser's website.

(3) The Company may show such advertising information (e.g., address and phone number of the Advertiser's place of business) registered to the Service in the results of the Company's Daum Local service (local.daum.net) and mobile search.

(4) For certain search words, service contents or local contents may be shown on the upper part of the ad.

## **Article 7 (Running of ads)**

(1) The Company has the authority to decide the scope of advertising media running the ad and, in such advertising media, the domain running the ad, order thereof, information thereon, UI of the domain thereof, etc., and may change the above or make additions to the above.

(2) The Company, where the operator of an advertising media requests that the running of a certain ad be restricted from the advertising media or that domain, etc., of running the ad be changed, citing legitimate and reasonable grounds, may accede to the request.

(3) The Company, to improve quality of the Service and effect of advertising, may conduct some traffic test, out of the entire traffic, without a separate public notice.

## **Article 8 (Notification of Service and Changes thereto)**

The Company, at its discretion, may change the content, method, and any other items concerning the Service. In that case, the content (e.g., impression screen and position) and the date of change shall be specified, and publicly or individually notified to the Advertiser, as set forth in Article 11 of these Terms, from the date seven (7) days prior to the date of change. However, in the case of unavoidable conditions or circumstances that the Company could not reasonably anticipate, the aforesaid period may be reduced, or public notice may be made after the change.

## **Article 9 (Discontinuance of the Service)**

(1) The Company, in cases such as repair, maintenance, or replacement of computers, as well as other information and communications equipment, may tentatively suspend provision of the Service. The Company shall treat such cases as material to the advertising and endeavor to minimize the advertiser's disadvantage by giving individual prior notice thereto, under Article 10 of these Terms. However, the Company shall not be liable to the Advertiser refusing to receive information and public notices from the Company.

(2) The Company, where the Service is suspended due to circumstances it could not reasonably anticipate (e.g., breakdown of communications, act of God), may give public notice thereof, afterward.

(3) The Company, at its business judgment, may decide to suspend the Service in whole or in part, and no resulting loss of profit expected from the Advertiser's use of the Service shall be paid by the Company.

(4) The Company, unless it is at fault, shall not be liable for the Advertiser's damages resulting from the suspension of the Service under this Article 9.

#### **Article 10 (Notification to Advertiser)**

(1) When giving notice to the Advertiser in connection with the use of the Service, the Company may give notice via e-mail to the e-mail address provided by the Advertiser or the mobile telephone number provided by the Advertiser.

(2) The Company, to give notice to multiple unspecified advertisers in connection with use of the Service, may make postings in the message board of the Service for seven (7) days or more, in lieu of giving individual notices. However, material items on advertising fee and advertising shall be posted in such message board and notified via e-mail, and shall be individually notified to the advertisers through SMS, landline/wireless phone, KakaoTalk, etc.

(3) With the consent of the Advertiser, the Company may transmit information relating to the Service via SMS text message, e-mail etc. to smoothly provide the Service.

(4) The Company shall not be liable for any damages, liabilities, losses, costs or expenses incurred by the Advertiser for its failure to receive notice provided by the Company in accordance with these Terms where (i) the Advertiser fails to receive notice due to its failure to provide the Company with its e-mail address, mobile telephone number or other contact information or does not provide valid contact information, or (ii) the Advertiser intentionally does not accept or neglects to accept the Company's communication.

#### **Article 11 (Termination of the Service Use Agreement and Refund)**

(1) If the Advertiser intends to terminate the Service Use Agreement due to a default of the Advertiser such as a change in opinion, the Advertiser must provide notice thereof to the Company via telephone or e-mail at least three (3) business days before the intended date of termination.

(2) If the contents of the website linked to an ad contravene the search ad registration standard and policy of the Company after the execution of the Service, the display of such advertisement shall immediately be discontinued. The Company will re-evaluate the execution of the Advertisement in question within five (5) business days after the date following the date on which the notice of discontinuation is given. Any losses incurred for the discontinuation of the advertisement during such re-evaluation period shall be borne by the Advertiser. Further, if it is determined that the contents of the linked website is illegal after its execution or violates the search registration standard and policy of the Company, the Company may immediately discontinue and cancel the execution of such advertisement and the Advertiser will only be entitled to that portion of the advertising cost which remain after its execution.

(3) If the Advertiser submits a false application for the Service or engages in any act in violation of applicable laws or these Terms, the Company may unilaterally terminate the execution of the Service Use Agreement. In case of termination, the Company will only be obligated to reimburse the balance of the advertising costs paid by the Advertiser after deducting the costs described under Sections (4) and (5) below and any damages, losses, expenses or costs incurred by the Company as a result of such termination.

(4) In the case of volume-based fee ads, if the Advertiser wants refund, only the amount of remaining Biz Cash after the suspension of advertising shall be refunded.

(5) In the case of fixed-fee ads, the refund policy is as follows:

- (a) In light of the results of the evaluation on the requested contents, if the ad requested by the Advertiser does not conform to the search ad registration standard and policy of the Company, the Company will not be obligated to execute the Service and will refund the advertising fee paid by the Advertiser.

- (b) If the execution of an ad is temporarily suspended by the request of the Advertiser, the portion of the advertising fee which corresponds to the suspension period shall be deemed to have been executed and shall not be refundable.
- (c) Remainder of the advertising fee shall be refunded and advertising commission for the refund shall not be applicable thereon.

(6) The Company will recover the virtual account granted to the Advertiser for the advertising fee deposit (a bank account number granted by the Company to the Advertiser and only used for the advertising fee deposit in cash) at the time the Advertiser withdraws from the Service, and the recovered virtual account may be granted to another Advertiser in the future. Where any advertising fee is deposited by mistake in the virtual account that has been already recovered, by intent or negligence of the Advertiser having withdrawn from the Service or a third party, the Company shall not be responsible for refunding the mistakenly deposited amount to the relevant Advertiser.

## **Article 12 (Rights and Obligations of the Advertiser)**

(1) Unless otherwise provided in these Terms and applicable laws, the Advertiser will be solely and fully responsible for the management of its ID, passwords and any additional information provided to the Company for payment settlement.

(2) The Advertiser may not permit or cause third parties to use the additional information which the Advertiser provided to the Company. The Advertiser will be solely and fully responsible for any damages, liabilities, losses, costs or expenses that the Advertiser may incur as a result of such use. Other than its obligations under applicable laws and its Privacy Policy, the Company will not be held liable for any damages, liabilities, losses, costs or expenses that may arise from the unauthorized disclosure of additional information provided by the Advertiser which results from the Advertiser's failure to perform its obligations under this Article 13.

(3) If the Advertiser becomes aware that the additional information provided to the Company has been stolen or misappropriated by a third party, the Advertiser must immediately notify the Company of such circumstances and comply with the instructions of the Company, if any.

(4) The Advertiser may not engage in any act that may infringe upon the Company's copyrights and other intellectual property rights in and to the Services such as copying, reproduction, etc. The Advertiser may not use the Services by way of automated means such as a robotic script or other similar means.

(5) The Advertiser may not provide any information it acquires from its use of the website of the Company or the Services to third parties without the prior written consent of the Company.

(6) If the Advertiser causes any damage to the Company or the users of the Company's search services by providing false information (excessive advertising or misrepresentation), the Advertiser shall be liable to pay damages to the Company and/or such users.

(7) Where any information provided by the Advertiser for an ad under these Terms causes infringement upon rights, including a third party's right to his/her image or name and copyright, the Advertiser shall bear all legal liabilities and pay all damages resulting therefrom.

(8) Any Advertiser wishing to set a retargeting ad shall add the following under the item "Cookies" or "Installation/running of automatic personal information-collecting device and refusal thereof" of the privacy policy (or web page on the personal information policy) on its website.

- (a) This website, to provide users with interest-based customized ads, uses "Cookies" technology, and the Cookies used therein includes no personally identifiable information whatsoever.
- (b) In this website, outside of advertising partners such as Daum, Cri\*, and GD\* run "interest-based customized ads," and the user may refuse to receive such ads at any time.

(9) The Advertiser may not use the Service or access the system in an abnormal method not provided by the Company, nor may they falsely use information or the Service by pretending to be the Company's employee or system operator.

(10) The Advertiser may not use the Service in violation of public order and good morals, including these Terms and the terms of service prescribed by the Company.

(11) The Advertiser, when writing a post-training comment in Ad Plus (a training website) after attending an off-line training, shall refrain from using jargons, abusive language, or other language conflicting with good morals and, if any such item is discovered, the Company may freely delete the relevant comment.

### **Article 13 (Rights and Obligations of the Company)**

(1) The Company currently implements Privacy Policy for the Advertiser to protect the personal information of Advertiser and enable the Advertiser to safely use the Service and the Company will be obligated to protect the personal information of the Advertiser pursuant to such Privacy Policy.

(2) If the Advertiser incurs any damages caused by the willful misconduct or gross negligence of the Company while using the Services, the Company will be liable to pay such damages to the Advertiser.

(3) The Company, to protect ad users, shall have the authority to check whether the object and content of an ad violate the review criteria given by the Company and the applicable laws.

(4) The Company shall be entitled to refuse any additional applications for the Service from the Advertiser who terminated its Service Use Agreement in accordance with Article 11, Section 3 above.

(5) The Company shall not be liable to the Advertiser for any damages, liabilities, losses, costs or expenses incurred by the Advertiser in connection with the Service or the Advertiser's use of the Service unless resulting from the willful misconduct or negligence of the Company.

(6) If a requested ad is not properly displayed or executed due to a fault of the Company, the Company's obligation to compensate the Advertiser for any damages or losses will be provided by the Company in a separate document.

(7) The Advertiser shall indemnify and hold harmless the Company from any damages, liabilities, losses, costs or expenses, including but not limited to attorneys' fees, arising out of or resulting from third party claims, suits or legal actions brought against the Company based on the fault of the Advertiser in connection with the Service. The Company shall be entitled to seek compensation from the Advertiser all and any costs or expenses incurred and paid by the Company in connection with such third party claim, suit or other legal action and the Advertiser shall be obligated to pay the Company such costs or expenses upon the request of the Company.

(8) The Company shall provide and manage the Service based on servers installed in the Republic of Korea ("ROK"). Thus, the Company, where any Advertiser outside of ROK's territory wishes to use the Service, shall not guarantee completeness in the quality or use of the Service. Therefore, any Advertiser wishing to use the Service outside of ROK's territory shall decide, at its own judgment and responsibility, whether to use the Service and shall be particularly responsible for complying with his or her local laws in the process of using the Service.

### **Article 14 (Relationship with Terms of Business Member)**

In the event of any conflict between the provisions of these Terms and the Terms of Business Member, these Terms shall apply and control. Any matter not stipulated in these Terms shall be governed by the Terms of Business Member. Any matter not stipulated in the Terms of Business Member shall be governed by applicable laws and regulations, and any matter not stipulated in the applicable laws or regulations shall be governed by commercial practices and customs.

the provisions of applicable laws and regulations and commercial practices.

#### **Article 15 (Dispute Resolution)**

These Terms shall be governed by and construed in accordance with the laws of the Republic of Korea. All disputes that may arise between the Company and the Advertiser in connection with the use of the Service shall be exclusively submitted to the court having jurisdiction over the addresses of the parties herein in accordance with the Civil Procedure Act.

#### **Supplementary Provision (January 28, 2016)**

These Terms shall take effect as of January 28, 2016. However, with respect to users that have accepted these Terms after the date of notification of these Terms but before the effective date, these Terms shall take effect upon such user's acceptance of these Terms.