

# Terms of Use

## 1. General

This Terms of Use defines the rights, obligations, responsibilities and other matters of CodemyEdu Pte. Ltd. (hereafter "CodemyEdu") and its Member when the Member subscribes to the homepage and uses the cryptocurrency web wallet and the relevant services provided by CodemyEdu.

## 2. Definitions

In this Terms of Use:

- 1) "Member" means the person who has signed a service contract with CodemyEdu by approving the Terms of Use and signing up as a Member.
- 2) "Homepage" means the website([www.codemyedu.com](http://www.codemyedu.com)) operated by CodemyEdu, where the Member receives information and uses the service.
- 3) "ID" means a unique identification for each Member within homepage obtained by creating an account to use the service.
- 4) "Password" means the combination of letters, numbers, and special characters set up by the Member and approved by CodemyEdu to verify the Member's identity and to protect the Member's information.

## 3. Clarifications, Effects and Changes of the Terms of Use

- 1) The contents of the Terms of Use are effective by posting them on the homepage or by sending them out to the Member by other means, then by the Member's signing up as the Member of the service while agreeing to the Terms of Use.
- 2) CodemyEdu reserves the right to change or modify any of the terms in Terms of Use at any time and such changes or modifications will be posted on the homepage and will take effect in 14 days from such posting.
- 3) If the company notifies the revised Terms of Use in accordance with paragraph 2 but the member does not express his or her declination within seven days after its implementation date, the company shall consider the Member has approved it.
- 4) If the Member does not agree to the revised Terms of Use, the Member can cancel the service contract and CodemyEdu can handle the Member's membership withdrawal regardless of it.

#### **4. Contract for Service Usage**

The applicant for membership agrees to the Terms of Use provided by CodemyEdu and completes the registration according to the procedures set by CodemyEdu. A service contract is made by CodemyEdu's agreement to the application.

#### **5. Suspending and Terminating Use of Services**

- 1) The Member can cancel the service contract by applying for cancellation to CodemyEdu at any time.
- 2) CodemyEdu may terminate or restrict the service to the Member for a period of time if any of the following applies.
  - ① If the actual user does not match due to the Member's stealing another person's personal information or offering account information to the third person.
  - ② If the provision of the service to the Member is interrupted in accordance with the court's judgment, decision, order and cooperation requests by investigative agencies.
  - ③ If the Member sends a large amount of information that interfere with the stable operation of the service.
  - ④ If the Member violates CodemyEdu's intellectual property rights, copyrights, etc.
  - ⑤ If the Member spreads computer virus programs and etc that cause the malfunction of service-related facilities or the destruction of all information posted on the service.
  - ⑥ If a long-term inactive Member has not expressed whether or not to use the service even though the Member has been notified of it within the notification period.
  - ⑦ If the Member collects, stores, and discloses personal information about another Member without consent.
  - ⑧ If the service operator or administrator determines that the Member is not suitable for the use of services.
  - ⑨ If the Member uses the service connected to the homepage for illegal or dishonest purposes.
- 3) If CodemyEdu intends to limit the Member's use of the service, it shall notify the Member by using e-mail and etc including the reason, date, and period. However, if CodemyEdu acknowledges the need to stop the service urgently, it can immediately restrict the Member's use of the service.
- 4) CodemyEdu shall immediately dismiss the suspension only if the reason for it is confirmed to be removed during the suspension period.

## **6. Consent on the Use of Personal Information**

CodemyEdu uses the Member's personal information and etc provided by the Member only for the purpose of fulfilling the contract and offering the services accordingly, and deals with it according to its own privacy protection & handling policy.

## **7. Obligation to Comply with the Terms of Use and etc**

The Member must comply with the relevant statutes applied to the Member, all the guidelines or policies offered to the Member by the Terms of Use and CodemyEdu, and shall not do or shall not engage in acts that may cause disruptions or halt to the service, all the servers connected to it, network or other equipment.

## **8. Types of Services and Cautions**

- 1) The services provided by CodemyEdu are as follows:
  - ① Access to homepage information and receive notices by e-mail
  - ② Creating a web wallet that can store cryptocurrency
  - ③ Receiving cryptocurrency: functions that enable receiving cryptocurrency
  - ④ Sending cryptocurrency: functions that enable sending cryptocurrency to other wallets
  - ⑤ Retrieving transaction details: functions that enable retrieving transaction details of cryptocurrency
  - ⑥ Other functionalities provided by CodemyEdu that are deemed necessary for seamless service to the Member
- 2) The Member shall fully understand and the following matters before using the service.
  - ① The cryptocurrency information provided by CodemyEdu to its Member may be temporarily inconsistent due to technical limitations, such as program or system errors, information asymmetry, and conditions of domestic and international communications.
  - ② In the event that the consistency of blockchain, which is verified in the transaction details, is impaired due to the third parties such as telecommunication service operators, server maintenance inside CodemyEdu, and internal error of blockchain, the transaction details can be restored to a specific point in the past by CodemyEdu or a third party.
  - ③ CodemyEdu may limit the Member's transfer of cryptocurrency under Article 5 if it is suspected that the Member is abusing the system or anomalies are found in the transaction details.

## **9. Damages**

- 1) If it is found that information provided by the Member to CodemyEdu is not true, CodemyEdu can discontinue the service to the Member at any time and cancel all or part of the contract in this agreement. CodemyEdu may claim damages for any loss or damage resulting from this.
- 2) In the event damage occurs to CodemyEdu or other third parties due to the Member's illegal activities despite the obligations specified in Article 7, CodemyEdu may claim damages against the Member.

## **10. Notice of Changes in Service**

- 1) CodemyEdu shall notify the characteristics of each service, detailed procedures and methods of use through the service screen depending on the type of service, and the Member shall understand the details of each service announced by CodemyEdu and use the service accordingly.
- 2) In the event that the service contents are changed, CodemyEdu shall notify the Member of it through the registered e-mail or homepage. CodemyEdu shall not be liable for damages caused by the Member failing to read and understand the notice.

## **11. Maintenance and Termination of Service**

- 1) CodemyEdu provides service to its Member 24hours a day, unless there are special circumstances.
- 2) Despite paragraph 1, CodemyEdu may suspend the service in the following situations, and in this case, CodemyEdu shall notify the Member in advance through the registered e-mail or homepage no later than 24hours before the scheduled service interruption. However, for an urgent reason, CodemyEdu may not or fail to notify the Member in advance while trying to do as soon as possible.
  - ① During the maintenance, regular inspection, and etc for all facilities related to the service provision
  - ② During disruption to normal service use due to system overrun
  - ③ Under unavoidable situations such as fire, power outage, or communication failure that are beyond the control of CodemyEdu
  - ④ When there is a court judgment, decision or order from the administrative authorities
  - ⑤ During service failure due to natural disasters such as earthquakes
  - ⑥ In case of an emergency, such as war, riot, terror, and etc

## **12. Disclaimer**

CodemyEdu shall indemnify the Member for damages caused by CodemyEdu's mistake or negligence in accordance with this Terms of Use and statutes. However, CodemyEdu shall not be liable for direct, indirect, incidental, consequential and punitive damages within the legal limits, including the suspension of the service pursuant to Article 12 paragraph 2 and the scope of the categories below.

- ① Interruption in service usage due to reasons attributable to the Member
- ② Loss to the Member due to reasons attributable to the Member during service access or use
- ③ Damage caused by a third party's accessing to or using CodemyEdu's servers illegally
- ④ Damage caused by a third party's obstructing the transfer to or from CodemyEdu's server
- ⑤ Damage caused by the transmission or distribution of malicious code by a third party
- ⑥ Damage caused by deletion, omission, and destruction of transmitted data
- ⑦ Damages such as defamation caused while a third party is using service
- ⑧ Other damages without CodemyEdu's mistake or deliberate action

## **13. Governing Law**

- 1) This Terms of Use and the contract (and all non-Contractual obligations arising out of or connected to them) shall be governed and construed in accordance with Singapore Law. All dealings, correspondence and contacts between CodemyEdu and the Member shall be made or conducted in English.
- 2) Despite paragraph 1, in some circumstances, CodemyEdu and the Member may choose to resolve disputes by South Korean law in jurisdictions of South Korea. CodemyEdu shall delegate all the rights to Codemy in South Korea.

May, 2019