

**Location-based service terms and conditions**

**Article 1 (Purpose)**

- This Location-Based Service Terms and Conditions ("Terms") govern the rights, obligations, and responsibilities between users (each "User") of the website (<https://www.likealocal.kr>) and application (Application, collectively referred to as "LikeaLocal Service") operated by MHQ co., ltd("we", "us", "our") within the Republic of Korea. The purpose of these Terms is to regulate the use of the LikeaLocal Service.

**Article 2 (Effect of These Terms and Amendments)**

1. These Terms become effective when the User registers for the location-based service ("Service") provided by LikeaLocal and agrees to these Terms through the procedures set by LikeaLocal
2. By agreeing to these Terms online or activating the Service on the LikeaLocal Service or the User's device, the User acknowledges that they have read and fully understood all the contents of these Terms and consent to their application.
3. Within the limits not violating the relevant laws and regulations such as the Location Information Protection Act (ACT ON THE PROTECTION, USE, ETC. OF LOCATION INFORMATION), Content Industry Promotion Act, Electronic Commerce Consumer Protection Act, Consumer Basic Act, and Act on Regulation of Standardized Contracts(ACT ON THE REGULATION OF TERMS AND CONDITIONS), the Company may amend these Terms.
4. If LikeaLocal amends these Terms, we will provide written notice to the Users through electronic means (e.g., email, text messages, app push notifications, etc.).
5. If Likealocal provides notice as stated in the previous paragraph, and the User does not express their refusal within 7 days from the date of receiving the notice, the User will be deemed to have accepted the amended Terms. If the User does not agree to the amended Terms, the User must terminate the use of the Service, and these Terms will no longer apply thereafter.

**Article 3 (Application of Relevant Laws and Regulations)**

- These Terms shall be applied fairly and in good faith, and any matters not specified in these Terms shall be governed by relevant laws, regulations, or customary practices.

**Article 4 (Service Description)**

1. The services provided by LikeaLocal and the purposes and duration of retaining personal location information are as follows:

Service Name	Service Contents and (Retention) Purpose	Retention Period of Personal Location Information
1. Location-based service	1. The location-based service utilizes the location and status information provided by the user to offer customized content, including travel information on nearby cities, activities, and restaurants	1. Temporarily retain the information for service provision when it's necessary.

2. LikeaLocal automatically records and retains location information usage and provision data in accordance with Article 16(2) of the Act on the Protection and Use of Location Information, and such data is kept for more than 6 months.

3. Once the purpose of using or providing personal location information is achieved, LikeaLocal will immediately destroy the personal location information, except for the location information usage and provision data mentioned in Paragraph (3). However, in cases where other laws require retention or when the user has separately agreed to the retention of personal location information, LikeaLocal may retain such information for a maximum of 1 year from the date of the user's consent.

#### **Article 5 (Cost)**

1. Users can access the service for free.
2. However, data charges for wireless service usage will be applied separately, and the rates may vary according to the policies of the respective mobile carriers.

#### **Article 6 (Notification of Service Changes)**

1. If LikeaLocal changes the content of the location-based service or partially or completely discontinues the provision of the location-based service, LikeaLocal shall notify the users of such changes or discontinuation in accordance with Article 4 through electronic means (e.g., email, text message, app push notification) or by posting on the website in accordance with Article 2, paragraphs 4 to 5.
2. When LikeaLocal provides notification to an unspecified number of individuals in accordance with the preceding paragraph, it may use general notification methods, such as posting relevant information on the website or app.

#### **Article 7 (Restriction and Suspension of Service Use)**

1. LikeaLocal may restrict or suspend the use of the service in the following cases:
  1. If the user intentionally or negligently interferes with the operation of LikeaLocal's service.
  2. If it is necessary to install, maintain, or repair the facilities and equipment used for the service operation.
  3. If a telecommunications service provider discontinues the provision of telecommunication services in accordance with the Telecommunications Business Act.
  4. If there is a national emergency, failure of facilities and equipment used for the service, or a sudden increase in service usage causing disruptions to the service.
  5. If LikeaLocal deems the continuation of service provision to be inappropriate due to other significant reasons.
2. In the event that LikeaLocal restricts or suspends the use of the service as stipulated in the first paragraph, LikeaLocal shall notify the user of the reasons and the duration of such restriction or suspension.

#### **Article 8 (Use or Provision of Personal Location Information)**

1. When LikeaLocal intends to provide services using personal location information, LikeaLocal must specify this in these terms and obtain the consent of the individual location information subject.
2. LikeaLocal shall not provide the user's personal location information to any third party without the user's consent. If LikeaLocal provides personal location information to a third party designated by the user, LikeaLocal shall inform the user of the recipient and purpose of the provision in advance and obtain their consent.

#### **Article 9 (Rights of the Personal Location Information Subject)**

1. Users have the right to partially or fully withdraw their consent for the provision of services using personal location information and the provision of such information to third parties by LikeaLocal. If users request

the deletion of their accounts from LikeaLocal, LikeaLocal will destroy the personal location information and the records of the use and provision of location information.

2. Users have the right to request the temporary suspension of the collection, use, or provision of their personal location information, and LikeaLocal will comply with such requests and have the necessary technical means to do so.
3. Users have the right to request access to or notification of the following information and may request corrections if there are errors. LikeaLocal will not unreasonably deny such requests.

1. Data confirming the use and provision of the user's location information

2. The reasons for providing the user's personal location information to third parties, along with explanations

4. Users may contact LikeaLocal to exercise the rights mentioned in Paragraphs 1 to 3 above.

#### **Article 10 (Rights of the Legal Guardian of the User)**

1. All users of "LikeaLocal Service" provided by us declare and guarantee that they are 14 years of age or older. If someone intends to provide personal location information of a child under the age of 14 to LikeaLocal, they must obtain consent from both the child and their legal guardian. In such cases, the legal guardian shall be granted the same rights as those given to the user under Article 9 of this agreement. If such consent is not obtained, the personal location information of the child should not be shared with LikeaLocal.

2. If LikeaLocal intends to collect, use, or provide personal location information beyond the scope of the previously obtained consent, except for the following cases, separate consent must be obtained from both users under the age of 14 and their legal guardians for such additional purposes:

1. When records verifying the collection, use, and provision of personal location information are required for calculating costs related to the provision of location-based services.

2. When providing anonymized personal location information for statistical purposes, academic research, market research, and similar purposes.

#### **Article 11 (Rights of Guardians of Children under 8 Years of Age)**

1. In the following cases, the guardian responsible for the protection of children under the age of 8 ("Children under 8") who consents to the collection, use, or provision of personal location information of children under 8 for the protection of their life or body is deemed to have given their consent: Children under 8 years of age. Legal guardians under guardianship for minors. Individuals with severe disabilities as defined in Article 2 (2) of the Act on the Welfare of Persons with Disabilities, who fall under the category of persons with severe disabilities as defined in Article 2 (2) of the Act On The Employment Promotion And Vocational Rehabilitation Of Persons With Disabilities and Vocational Rehabilitation (Limited to individuals with disabilities who have been registered as disabled under the provisions of Article 32 of the Act on the Welfare of Persons with Disabilities).

2. The guardian who wishes to give consent to the use of personal location information for the protection of the life or body of children under 8 must submit proof (proof of being a guardian) along with the consent form to LikeaLocal.

3. The guardian who consents to the use or provision of personal location information for the protection of children under 8 shall be granted all the rights given to the data subject.

#### **Article 12 (Designation of Personal Information Protection Team for the Management and Protection of Location Information)**

1. LikeaLocal designates a personal information protection team responsible for appropriately protecting and managing location information and handling complaints related to personal location information.

2. The personal information protection team of LikeaLocal is responsible for providing location-based services, and specific details are governed by the provisions of the attached clause of this Agreement.

### **Article 13 (Compensation for Damages)**

1. If LikeaLocal violates the provisions of Articles 15 to 26 of the ACT ON THE PROTECTION, USE, ETC. OF LOCATION INFORMATION and causes damage to the user, the user may claim compensation for the damages from LikeaLocal. In this case, LikeaLocal shall not be exempt from liability unless it proves the absence of intent or negligence.
2. If the user violates the provisions of this agreement and causes damage to LikeaLocal, LikeaLocal may claim compensation for the damages from the user. In such cases, the user shall not be exempt from liability unless the absence of intent or negligence is proven.

### **Article 14 (Disclaimer)**

1. LikeaLocal shall not be held responsible for any damages incurred by the user in the following cases:
  1. Natural disasters or other force majeure events
  2. Service interruption caused by a third party with whom LikeaLocal has a partnership agreement for service provision
  3. Problems in service usage caused by the user's fault
  4. Other situations that are unrelated to LikeaLocal's intentional or gross negligence
2. LikeaLocal does not guarantee the accuracy and stability of the service, information, data, or facts included in the service, and shall not be held liable for any damages caused to the user in relation to these aspects.

### **Article 15 (Application of Regulations)**

1. This agreement is governed by the laws of the Republic of Korea.
2. Any matters not specified in this agreement or the Terms of Service shall be governed by relevant laws and prevailing customs.

### **Article 16 (Mediation of Disputes)**

1. In the event of a dispute related to location information that cannot be resolved through mutual agreement or negotiation, LikeaLocal may apply for mediation to the Korea Communications Commission in accordance with the provisions of Article 28 of the ACT ON THE PROTECTION, USE, ETC. OF LOCATION INFORMATION.
2. In the event of a dispute related to location information that cannot be resolved through mutual agreement or negotiation, LikeaLocal and the user may apply for mediation to the Personal Information Dispute Mediation Committee in accordance with Article 40 of the PERSONAL INFORMATION PROTECTION ACT.
3. The exercise of user rights and the methods for exercising them shall be based on the user's address at the time the complaint is filed. If the user's address is unclear or if the user resides overseas at the time of filing a complaint, the exclusive jurisdiction shall be the local court with jurisdiction over the user's address or residence, pursuant to the Civil Procedure Act.

### **Article 17 (Contact Information)**

- LikeaLocal's name and contact information are as follows:

- Name: MHQ Co., Ltd.
- Contact: Personal Information Protection Team [help@likealocal.co.kr](mailto:help@likealocal.co.kr)

### **Supplementary Provisions**

- Article 1 (Effective Date)
  - This agreement shall be effective from July 15, 2023.
- Article 2 (Location Information Management Organization)
  1. Organization Name: Personal Information Protection Team
  2. Contact: [help@likealocal.co.kr](mailto:help@likealocal.co.kr)