**Article 1 [Purpose]**

The purpose of this Policy is to set forth the rights, obligations, responsibilities and other necessary matters between GOM & Company (the “Company”) and the User in connection with the use of the Paid Services provided by the GOM Lab websites by the Company (including [https://www.gomlab.com](https://gwomlab.com) and all relevant sub-domains, hereinafter referred to as the “GOM Lab”).

**Article 2 [Definition of Terms]**

① User refers the person who uses the Company's services pursuant to this Policies.

② A member refers to a user who enters into a use contract with the Company and uses the services provided by the Company.

③ A non-member refers to a user who is not a member and uses the services provided by the Company. The Company may restrict the use of services such as GOM Lab or may not provide some services to non-members, and non-members may not raise objections. In addition, non-members are not subject to these Terms and Conditions by principle. However, if they engage in an act prohibited by these Terms and Conditions, they may be subject to control under the relevant laws and regulations.

④ Services refers any and all the services provided online on the GOM Lab(<https://www.gomlab.com>) website and any software provided by the Company.

⑤ An ID refers to the email address set by the member and approved and registered by the Company for member identification and service use.

⑥ Password refers to a combination of letters or numbers set by the member themselves to confirm the member's identity and protect confidentiality.

⑦ A license refers to the right for a member to pay a set price and use the services provided by the Company, and the number of licenses and the period of use may vary depending on the license type.

⑧ A GOM Easy Pass refers to a paid subscription membership service where the company provides members with benefits and related addition services, which can be subscribed and used on monthly basis.

⑨ A License Key refers to the software registration key provided upon the service license payment and is used for sign in (genuine registration) or registration (activation) of the License Key.

⑩ Membership withdrawal refers to the member terminating the Company's use contract.

Terms not defined in Article 2 shall have their respective meanings as given in trade usage and relevant laws and regulations.

**Article 3 [Commencement and Amendment of Terms and Conditions]**

① The Company shall post the contents of these Terms and Conditions on the initial screen of the Services in a way that the member may easily understand the contents thereof.

② The Company may amend these Terms and Conditions to the extent that it does not violate the relevant laws, including the Act on the Regulation of Terms and Conditions and the Act on Promotion of Information and Communications Network Utilization and Information Protection, etc. (hereinafter referred to as the “Information and Communication Network Act”).

③ If the Company amends these Terms and Conditions, it shall announce the effective date and reason of the amendment in a manner easily recognizable to the Member, at least seven (7) days prior to the effective date of the amended Terms and Conditions. However, if the Terms and Conditions are revised unfavorably to members, they will be notified at least thirty (30) days in advance. The revised Terms and Conditions, application date, and reason will be specified and notified to existing members through email, text message, and others.

④ The Company shall consider the Member to have consented to the amended Terms and Conditions when the Member has not explicitly expressed intent of refusal despite the Company explicitly announcing that the Members would be considered to have consented to the amended Terms and Conditions if they do not express intent within a period of thirty (30) days as the Company announces or notifies the proposed amendment.

⑤ If the member does not agree to the revised Terms and Conditions, the Company cannot apply the revised Terms and Conditions, in which case the member may terminate the use contract. However, the Company may terminate the use contract if there are special circumstances in which the existing Terms and Conditions cannot be applied.

**Article 4 [Interpretation of Terms and Conditions]**

Matters not specified in these Terms and Conditions and the interpretation hereof shall be determined in accordance with the Industrial Development Act on Online Digital Content, the Act on Consumer Protection in Electronic Commerce, etc., the Act on the Regulation of Terms and Conditions, the Guidelines on Protection of Digital Content Users prescribed by the Minister of Information and Communications, and other related laws and regulations or commercial practice.

**Article 5 [Membership]**

① Membership becomes effective when the User agrees to the Terms and Conditions and applies for membership, and the Company accepts such application.

② The Company shall, in principle, approve the member’s application mentioned above. However, the Company may refuse to accept any application which falls under any of the following:

1. If the applicant for membership has previously been disqualified as a member due to these Terms and Conditions hereunder;
2. If the applicant does not use his/her real name or uses the name of another person;
3. If the applicant describes false information or fails to describe any details requested by the Company;
4. If the Company is unable to approve the application due to any cause attributable to the User or otherwise the User’s breach of any matters set forth herein.
5. In South Korea, when a child under the age of 14 does not obtain consent from a legal representative such as parents
6. For users excluding South Korea under 13 of age

③ The Company may withhold acceptance of an application when there is no additional equipment related to the Services or there is a technical or business problem.

④ For members from South Korea, under the age of 14 can sign up for GOM Lab service after receiving concent from a legal representative such as parents.

⑤ A minor under the age of 19 registers as an adult by indicating that he or she is an adult and joins GOM Lab, or uses the payment information using the third party of an adut information payment without concent, or decepting to believe there is a legal representative, even without the consent of the legal representative,

the member or the legal representative cannot unilaterally cancel the GOM Lab service us agreement or payment.

⑥ If an approval of a membership application is not granted or withheld pursuant to Paragraphs 2 and 3, the Company shall notify the applicant thereof, except when it is impossible for the Company to give notice to an applicant without reasons attributable to the Company.

⑦ The existence of the membership agreement shall take place when the Company's approval reaches to the User.

**Article 6 [Change of Member Information]**

① The Member may view and modify their personal information at any time through the personal information management page.

② If the information entered at the time of membership registration is changed, the member must immediately correct it online, and the Company is not responsible for any disadvantages caused by not updating the changes.

**Article 7 [Member’s Obligation for Management of ID and Password]**

① The Member shall be responsible for managing his/her ID and Password and shall not allow any third party to use the same.

② If the Member becomes aware that his/her ID and Password are stolen or used by a third party, such Member shall immediately notify the Company thereof and follow the Company's instructions.

③ In the case of Paragraph 2, the Company shall not be liable for any disadvantage caused by the failure of the relevant Member to notify the Company or, if such notification has been made but the Member fails to follow the Company's instructions.

**Article 8 [Obligation to Protect Personal Information]**

The Company strives to protect the personal information of members as stipulated by related laws such as the Information and Communications Network Act. The protection and use of the Personal Information are governed by the relevant laws and regulations and the Company's privacy policy. However, the Company's privacy policy is not applied to other linked websites besides the Company's official website.

**Article 9 [Notification to Members]**

① If the Company gives a notice to the Member, the notice may be delivered by e-mail designated by such Member.

② The Company may give a notice to all Members by posting the notice in the Company's bulletin board for at least seven (7) days in lieu of the notice under Paragraph 1. However, any matters that may have a material effect on the Member's transactions shall be notified pursuant to Paragraph 1.

**Article 10 [Company’s Obligations]**

① The Company shall faithfully exercise and perform the rights and obligations set forth under the laws and regulations and these Terms and Conditions.

② The Company shall establish a security system to protect personal information (including bank (payment) information), and disclose and comply with the privacy policy, in order to ensure safe use of the services by the User.

③ The Company endeavors to provide convenience to users in the procedures and contents of contracts with users, such as the conclusion, change, and termination of use contracts.

④ The Company shall have personnel and systems necessary to properly handle the User’s complaints or requests for remedy of damage arising from the use of the services.

⑤ The Company shall process without delay any opinion or complaint raised by the User in connection with the use of the services when it acknowledges that such opinion or complaint is justified. With regard to opinions or complaints raised by the User, the Company shall communicate the processing and result.

**Article 11 [Member’s Obligations]**

① The Member shall not engage in any of the following acts:

1. Providing false information for an application or change;
2. Stealing another person's information;
3. Changing the information posted by the Company;
4. Delivering or publishing any information (computer programs, etc.) prohibited by the Company;
5. Infringing upon intellectual property rights, including copyrights, of the Company or third parties;
6. Damaging the reputation of the Company or third parties or interfering with their business;
7. Disclosing or posting obscene or violent words, articles, video, sound or other information against the public order and good morals on the Company's website;
8. An act of damaging or interfering with the service operated by the Company or overloading all servers;
9. An act of sending or posting information (computer program) other than the information specified by the Company;
10. An act of archiving, duplicating, publicly transmitting, distributing, modifying, displaying, demonstrating, publishing, or licensing the content and information included in or obtained through the service, and creating, selling, soliciting, or using derivative works of the content and information;
11. An act of bypassing, deleting, modifying, invalidating, weakening, or tampering with content protection features in the service, using robots, spiders, scrapers, or other automated means to access the service, decompiling, reverse engineering, or disassembling the software accessible via service and other products or processes, inserting code or products or manipulating the services in any way, or using data mining, data collection, or extraction methods;
12. An act of uploading, posting, sending emails, or sending or transmitting in different ways the data designed to interrupt, destroy, or limit the features of computer software, hardware, or telecommunication equipment related to the service, including the computer virus, other computer codes, files, or programs;
13. Other illegal or unfair acts.

② The Member shall comply with the relevant laws and regulations, the provisions of these Terms and Conditions, instructions for use, cautions notified in connection with the Services and notices made by the Company, and shall not engage in any other acts that interfere with the Company's business.

**Article 12 [Membership Withdrawal and Disqualification]**

① The Member at any time may request the Company for his/her withdrawal from the membership and the Company shall process such withdrawal immediately. However, if you are using an automatic payment service, you must first cancel automatic payment in order to cancel the membership.

② When a member withdraws membership, all data of the member is destroyed, except in the case where the company retains member information in accordance with related laws and privacy policy.

③ Upon membership withdrawal, all details of purchase history, 1:1 inquiries, etc. at GOM Lab will be deleted immediately and will not be recovered even when the Member re-sign up.

④ The Company may restrict and suspend membership if the member falls under any of the following subparagraphs:

1. When any false information was provided at the time of registration;
2. When the Member fails to pay the service fees to the Company or perform other obligations to be borne by him/her in connection with the use of the Company's services on the due date;
3. When the Member disrupts the order of e-commerce by interfering with another person's use of the Services of the Company or stealing his/her information;
4. When the Member makes use of the Company to engage in an act prohibited by laws and regulations or these Terms and Conditions, or against the public order and good morality.

⑤ The Member may forfeit his/her membership with the Company if the same conduct is repeated on 2 or more occasions after the restriction or suspension of membership or the relevant cause is not corrected within thirty (30) days.

⑥ The Company shall de-register the Member upon his/her forfeiture of membership. In such case, the Company shall notify the Member thereof and give an opportunity for explanation for at least thirty (30) days before such de-registration.

**Article 13 [Service Provision and Modification]**

① The Services shall be provided 24 hours a day, seven (7) days a week in principle.

② The Company may temporarily suspend the provision of the Services in the event of a maintenance and repair, inspection, replacement and breakdown of computer or other information and communications facilities, loss of communications, or other similar operational reasons. In such case, the Company shall notify the User of such change through prior notices, etc. However, if there is any unavoidable reason for which the Company may not give prior notice, the Company may do so at an ex-post facto time.

③ The Company may carry out a regular inspection if it is necessary for the provision of the Services, and the regular inspection time shall be as notified in advance.

④ In the event that the Company becomes unable to provide the Services for reasons such as conversion of business, abandonment of business or merger, etc., the Company shall give prior notice to the Users.

⑤ If the Company changes some or all of the paid services due to reasons such as being out of stock or changes in technical specifications, the Company notifies the member of the reason in a way that the member can be informed.

⑥ In the case of the preceding paragraph, the Company will compensate for damages suffered by the member. However, this will not apply if the Company proves there was no intention or negligence.

⑦ The Company may modify, suspend, or change some or all of the services provided free of charge according to the Company's policies and operational needs and will not compensate users unless special provisions exist in the relevant laws.

GOM Easy Pass members can use all software and services classified as GOM Pass service product by the company for certain period of time after the conclusion of the service agreement, according to the method provided by the company. When the period of use expires, use of thje service ends.

GOM Easy Pass products used by members are updated and changed on a regular or irregular basis, and may be excluded from GOM Pass products without separate notice depending on the circumstances of each software and service or the company policy. The company does not provide any warranty or assume any liability in relation to changes or restrictions on the use of the software services provided through GOM Pass.

Payment cancellation for GOM Easy Pass is provided only once upon a member’s first payment, and it is not provided to members who re-register or re-registering after canceling the membership. Related content follows the Paid Service Policy.

If a minor under the age of 19 uses the service in South Korea, the legal representative must agree upon the service agreement in order to properly conclude the payment.

**Article 14 [Provision of Information and Publication of Advertisement]**

① The Company may provide various information or advertisements deemed necessary for the User’s use of the Services or the Content by notice, email, etc. However, members may unsubscribe anytime through email and other methods, except for transaction information and responses to customer inquiries.

② When intending to transmit information in Paragraph 1 by telephone or facsimile, the Company shall obtain prior consent from the Member.

③ The Company may post advertisements on the service webpage, website, e-mail, etc. in connection with the provision of the Services. The User who received an email, etc. with advertisements posted may request for the opt-out to the Company from receiving emails.

④ Users do not take measures such as changing, modifying, or restricting posts or other information in relation to the services provided by the Company.

**Article 15 [Indemnification and Disclaimer]**

① The Company shall not be responsible for the Services if it becomes unable to provide the Services due to force majeure events, including war, civil unrest, acts of God, and national emergency.

② The Company shall not be responsible for any damage arising from the telecommunication infrastructure service providers' suspension of telecommunications services or failure to provide services normally.

③ The Company shall not be responsible for any damage incurred due to inevitable events such as repair, replacement, regular inspection and construction, etc. of the service facilities notified in advance.

④ The Company shall not be responsible for the details of information, materials, reliance of facts and accuracy, etc. posted by the Member in connection with the Services.

⑤ The Company shall not be responsible for any issues arising from the User's computer environment or any network environment not attributable to the Company.

⑥ The Company shall not be responsible for any dispute, etc. on the Content arising among the Users or between the User and a third party.

⑦ If the Company notifies in advance a service inspection schedule, etc. for the stable provision of services through public notice, it shall not be liable for compensation if the User may not use the Services during the service inspection period.

**Article 16 [Dispute Resolution]**

① With respect to any dispute arising between the Company and the Member, the Company shall take appropriate and prompt measures to reflect reasonable opinions or complaints filed by the Member. However, if it is difficult to handle the matter promptly, the Company shall notify the Members of the reasons of the matter and the timeline for handling.

② Any lawsuits arising between the Company and the Member shall be submitted to the district court having exclusive jurisdiction over the Member's address and residence at the time of the filing of the complaint: Provided, that if the Member's address or residence is unknown at the time of filing of the complaint, the competent court shall be pursuant to the [Civil Procedure Act].

③ The laws of the Republic of Korea will govern lawsuits filed between the Company and its members.

**Addendum**

① This Terms and Conditions shall take into effect from January 2th, 2024.

② In principle, the Terms and Conditions before amendment shall apply to the Members who were already admitted before the effective date of these Terms and Conditions. However, if the Member continues to use the services under these Terms and Conditions after the effective date of the amended Terms and Conditions as notified, such Member shall be deemed to have given consent to the amended Terms and Conditions.