

SoMa Terms of Use

Chapter 1. General Provisions

Article 1 (Purpose)

These Terms of Use ("Terms") set forth the rights, obligations, and responsibilities of SoMa Inc. (hereinafter "the Company") and its users ("Members") in relation to the use of the "SoMa" service (hereinafter "the Service") provided by the Company.

Article 2 (Definitions)

1. **Company:** "Company" means SoMa Inc.
2. **Service:** "Service" means the online platform named SoMa provided by the Company, offering a SaaS-based solution and related value-added services for fitness studio management, including member management, consultation booking, attendance and pass management, AI-driven exercise data analysis, commerce, and content delivery.
3. **Member:** "Member" means an individual or legal entity who has agreed to these Terms and completed the registration procedure prescribed by the Company to use the Service.
4. **Digital Reward:** "Digital Reward" (hereinafter "Reward") means a digital asset granted by the Company to Members as compensation for Service usage. Members may use Rewards within the Service to purchase content, obtain discounts on goods, or pay for services. Rewards are electronic assets and may be issued on other platforms in the future. Specific terms of use are governed by these Terms and the Company's policies.
5. **Content:** "Content" means all digital materials provided to Members through the Service, including text, images, video, audio, software, exercise tutorials, health information, and other materials. Members may view or purchase such Content via the Service.
6. **Post:** "Post" means any text, document, image, photo, video, link, comment, or other information that a Member uploads or publishes on the Service.

Article 3 (Posting and Revision of Terms)

1. The Company shall post these Terms on the initial screen or a linked screen of the Service so that Members can easily access and review them. Prior to any revision, the Company shall display both the current Terms and the revised Terms so that Members can compare them.
2. The Company may revise these Terms within the scope not violating the Act on the Regulation of Terms and Conditions, the Act on Promotion of Information and Communications Network Utilization and Information Protection, and other relevant statutes.
3. When revising these Terms, the Company shall specify the effective date and the reason for revision, and shall notify Members by posting an announcement or pop-up at least seven days prior to the effective date (thirty days in case of revisions unfavorable to Members).
4. If a Member does not expressly object to the revised Terms by the effective date after being notified as set forth in Paragraph 3, the Member shall be deemed to have agreed to the revisions and continued use of the Service.
5. If a Member does not agree to the revised Terms, the Company may not apply them to that Member, and such Member may terminate the Service agreement. However, if the Member continues to use the Service after the effective date, the Member shall be deemed to have agreed to the revised Terms.

Article 4 (Interpretation and Rules of Application)

1. Matters not specified in these Terms or their interpretation shall be governed by the Act on Consumer Protection in Electronic Commerce, the Act on Promotion of Information and Communications Network Utilization and Information Protection, the Act on the Regulation of Terms and Conditions, and customary commercial practices.
2. If any provision of these Terms is deemed invalid under applicable law, the remaining provisions shall remain in full force and effect.

Chapter 2. Membership Registration and Use of Service

Article 5 (Membership Registration and Contract Formation)

1. A prospective Member shall submit an application for membership by providing

personal and other required information in the form prescribed by the Company and agreeing to these Terms. Each natural person or legal entity may create only one Member account, using accurate and verifiable information.

2. A membership contract is formed when the Company approves the application. Unless there is a business- or technology-related impediment, the Company shall permit immediate use of the Service upon approval.
3. The Company may refuse or conditionally approve an application in any of the following cases:
 1. The applicant has provided false information or omitted required data.
 2. The applicant has used another person's identity or personal information without permission.
 3. The applicant is under age 14 and has not obtained parental consent.
 4. Service capacity is insufficient or technical issues exist.
 5. Other cases where the Company reasonably deems approval inappropriate (e.g., threats to public order or morals).
4. Even after approval, if any of the grounds in Paragraph 3 are discovered, the Company may terminate the membership or restrict Service use without liability for any resulting damages.

Article 6 (Management of Member Information)

1. Members are responsible for ensuring that all personal data provided to the Company remain accurate and up-to-date. Members must promptly update any changes via the Service or notify the Company.
2. Members bear all consequences arising from failure to fulfill the obligation in Paragraph 1; the Company shall not be liable except in cases of gross negligence or willful misconduct.
3. The Company shall manage Members' personal data in accordance with applicable laws and its Privacy Policy and shall not provide such data to any third party without consent.

Article 7 (Account ID and Password Management)

1. Members shall create an approved ID (e.g., email) and password. Members are

solely responsible for safeguarding their ID and password and must not transfer, lend, or share them.

2. If a Member suspects unauthorized use of their credentials, they must immediately notify the Company and follow its instructions.
3. The Company shall not be liable for damages arising from the Member's failure to notify or follow instructions, unless due to the Company's willful misconduct or gross negligence.
4. The Company will never request Members' passwords directly; Members should guard against any such attempts by third parties.

Article 8 (Provision and Use of Service)

1. The Company provides the following services to Members:
 1. SaaS-based fitness studio management (member management, booking, scheduling, attendance, pass management)
 2. AI-driven exercise data analysis and personalized report generation
 3. In-Service messaging between instructors and Members
 4. Digital fitness and wellness content delivery
 5. E-commerce services for product purchases and promotional offers
 6. Digital Reward accrual and redemption
 7. Any additional services developed by the Company or offered through partnerships
2. The Service is generally available 24 hours a day, year-round. However, the Company may suspend the Service for operational or technical reasons, providing notice in advance via the Service. In urgent cases where advance notice is impracticable, the Company shall notify Members promptly thereafter.
3. The Company may perform routine maintenance on its facilities; scheduled maintenance windows will be announced in advance on the Service.

Article 9 (Service Modification and Suspension)

1. The Company may change or discontinue all or part of the Service for operational or technical reasons, with prior notice of the reason, timing, and scope of change.

If changes are materially adverse to Members, the Company shall follow the notification procedures of Article 3 ③.

2. If the Company decides to terminate the Service for business reasons, it shall give Members reasonable advance notice and explain how any accumulated Rewards or other benefits will be handled.
3. Except as otherwise provided by law, the Company shall not be liable for losses arising from Service changes or suspension of free services. For paid services, liability shall be determined under Article 20.
4. The Company shall not be liable for Service interruptions due to force majeure (natural disasters, emergencies, power outages, server failures, or external attacks).

Chapter 3. Digital Rewards and Paid Services

Article 10 (Use of Digital Rewards)

1. Digital Rewards are granted by the Company to Members, free of charge, based on usage performance, event participation, promotions, or other conditions as determined by separate Company policy. The Company may sell certain Rewards or distribute them through partnerships.
2. Members may redeem Rewards for designated purposes within the Service—such as purchasing content, paying for goods, or applying discounts—in accordance with guidelines displayed on the Service (earn rates, eligible uses, limits, validity periods).
3. The Company may issue Rewards on other platforms in the future; any material changes to their technical implementation shall be announced in advance if they significantly affect Members.
4. Rewards are non-cash virtual assets usable only within the Service, are not redeemable for legal tender, and are not guaranteed at a fixed exchange rate. Members may not transfer, sell, pledge, or otherwise dispose of Rewards except as authorized by the Company. Rewards cannot currently be traded on external exchanges or transferred to external wallets.
5. The Company may rename, modify, or terminate the Reward program for operational reasons; unused Rewards at termination may expire in accordance

with applicable laws, and Members shall have no claim for compensation unless otherwise required by law.

6. Upon membership termination or contract cancellation, unused Rewards shall automatically expire, except as otherwise provided by law or Company notice.
7. If a Member is found to have fraudulently accrued or used Rewards, the Company may recover the Rewards and restrict or revoke the Member's Service privileges.

Article 11 (Paid Content and Payment)

1. Members may purchase digital content (e.g., AI reports, video tutorials) or goods within the Service. Payment may be made via credit card, mobile payment, Digital Rewards, or other methods provided by the Company.
2. Minors must obtain parental consent for any paid purchases; transactions made without such consent may be rescinded by the minor or guardian.
3. The Company shall make payment history and usage details available on Members' My Page and provide statutorily required information during the payment process.
4. Purchased content is delivered immediately to the Member's account for download or streaming, except for subscription-based services which are provided over the agreed subscription period.
5. Under the Consumer Protection in Electronic Commerce Act, Members may withdraw their purchase within the statutory withdrawal period. However, withdrawal may be restricted for immediately usable or non-resalable digital content; the Company shall clearly notify Members of any such restrictions at the time of purchase.
6. Procedures and conditions for withdrawal, refunds, and cancellations are governed by the Company's Content Usage Policy or other separate policies; if not specified, relevant statutes and consumer protection guidelines apply.

Chapter 4. Rights and Obligations

Article 12 (Personal Information Protection)

1. The Company shall comply with applicable laws to protect Members' personal

information; collection, use, retention, and destruction shall follow the Company's Privacy Policy. By agreeing to these Terms, Members consent to such processing.

2. The Company collects only the minimum personal data necessary for Service provision and shall not use or share it beyond stated purposes without consent, except as required by law or for investigative purposes.
3. The Company secures Member data using Naver Cloud-based servers, web firewalls, and other security measures; further details are in the Privacy Policy and Information Security Policy.

Article 13 (Member Obligations)

1. Members must provide accurate, up-to-date information when applying for Service use or updating profile data and must not supply false or another person's information.
2. Members shall comply with these Terms and all relevant laws and refrain from:
 1. Misappropriating or misusing other Members' credentials
 2. Defaming or insulting the Company or others, or collecting/disclosing others' personal information without authorization
 3. Infringing on the Company's or third parties' copyrights or other intellectual property rights
 4. Commercially exploiting information obtained via the Service without prior consent
 5. Engaging in business activities within the Service without the Company's permission, including exchanging Rewards for cash or other benefits
 6. Impersonating the Company or any third party to distribute false information
 7. Posting obscene, violent, or otherwise unlawful content
 8. Disrupting Service operation by hacking, attacking servers, attempting data breaches, unauthorized crawling or bot use, or similar acts
 9. Any other illegal or improper conduct
3. Members must also comply with any separately posted policies or notices

deemed necessary by the Company.

4. Members are liable for any damages to the Company arising from their violation of laws, these Terms, or Company policies.

Article 14 (Company Obligations)

1. The Company shall not engage in unlawful or immoral conduct and shall make all reasonable efforts to provide continuous and stable Service.
2. The Company shall maintain security measures—including personal information protection, firewalls, and server monitoring—and strive for ongoing Service improvements.
3. The Company shall promptly handle Members' complaints and inquiries submitted via the Service or customer support channels and communicate the results to Members.
4. The Company shall maintain and repair facilities to prevent outages or data loss; if interruptions occur, it shall restore Service promptly and notify Members.
5. Valid complaints shall be given priority handling; if a swift resolution is not possible, the Company shall inform the Member of the reason and expected timeline via the Service or email.

Article 15 (Copyright and Management of Posts)

1. Copyright in Posts created by Members belongs to the author, but by posting, Members grant the Company a non-exclusive, royalty-free license to reproduce, display, distribute, and create derivative works from their Posts for the purpose of Service promotion and improvement during the Service period. This license survives account termination with respect to Posts made prior to termination.
2. Members must ensure their Posts do not infringe third-party rights; any legal liability for such infringement rests solely with the Member, who shall indemnify the Company for any resulting damages.
3. The Company may delete or restrict access to any Post without notice if it deems the Post to:
 1. Contain obscene or violent content contrary to public order and morals
 2. Infringe on others' rights or contain unlawful material

3. Spread falsehoods, fraud, or malware
 4. Violate intellectual property rights
 5. Violate applicable laws, these Terms, or Company policies
 6. Be otherwise inappropriate for Service operation
4. The Company may notify Members after removing or restricting Posts; Members may appeal such actions following the Company's procedures, and valid appeals shall result in restoration.
 5. If a third party claims rights infringement against a Post, the Company may temporarily block or delete it under relevant laws and policies. The Member may submit counter-evidence or appeal in accordance with legal procedures.

Article 16 (Intellectual Property Rights)

1. All intellectual property rights in the Service—such as software, designs, trademarks, logos, text, images, videos, and databases—belong to the Company or the respective content providers. Members may not reproduce, transmit, publish, distribute, or otherwise use such content without the Company's prior consent.
2. Members shall not use for commercial purposes or allow third parties to use any information obtained through the Service that is protected by the Company's or a provider's intellectual property rights without prior consent.
3. "SoMa," "소마," and related trademarks, logos, and service names are Company trademarks. Members may not use these marks without the Company's prior written permission.
4. Any infringement of intellectual property rights shall render the Member liable for all civil and criminal damages, and the Company may terminate the membership or restrict Service use.

Chapter 5. Use Restrictions and Others

Article 17 (Service Use Restrictions and Contract Termination)

1. **Member-initiated termination:** Members may terminate their membership at any time via the Service's withdrawal function. The Company shall process the request

promptly in accordance with applicable laws. Upon withdrawal, Members' information and Posts shall be deleted except where retention is required by law or to preserve other Members' legitimate interests (e.g., shared or archived content).

2. **Company-initiated action:** If a Member violates these Terms or disrupts the Service, the Company may issue a warning and set a cure period. If the Member fails to cure within that period, the Company may restrict Service use or terminate the contract. For serious violations (e.g., illegal acts, hacking, financial fraud), the Company may immediately impose permanent restrictions or terminate the contract without prior notice, giving the Member a post-action opportunity to explain.
3. **Scope of measures:** Measures include warnings, temporary suspension of specific services, Post deletion, temporary account suspension, or permanent account termination. Specific conditions and procedures are set forth in the Company's operational policies.
4. **Effect of restrictions:** Members subject to restrictions cannot exercise their Service rights; the Company bears no liability for damages resulting from restrictions or termination. Upon termination, any unredeemed Rewards shall expire as provided in Article 10 ⑥, and the Company shall not compensate unless required by law.
5. **Remedies:** Members may appeal restrictions pursuant to the Company's procedures; valid appeals shall lead to reinstatement of Service.

Article 18 (Limitation of Liability and Disclaimer)

1. **Service availability:** The Company shall not be liable for failure to provide Service due to force majeure (natural disasters, war, terrorism, fire, flood, power outage, government regulation, epidemics, or other uncontrollable events). In such cases, the Company will endeavor to restore Service promptly and notify Members.
2. **Communications and system failures:** The Company is not liable for Service disruptions caused by Members' network conditions or third-party attacks or malfunctions beyond the Company's control.
3. **External links and third-party content:** The Company is not responsible for goods, services, or content provided by third-party sites linked from the Service;

Members and third parties must resolve any disputes directly.

4. **Member disputes:** The Company is not responsible for disputes between Members or between a Member and a third party, except in cases of the Company's willful misconduct or gross negligence; the Company may mediate disputes under its internal guidelines.
5. **Health and fitness disclaimers:** Any fitness or wellness information, AI reports, or recommendations provided are for general reference only and do not substitute professional medical advice. Members assume responsibility for their own health and should consult professionals as needed. The Company is not liable for injuries or health deterioration resulting from use of such information unless due to the Company's willful misconduct or gross negligence.
6. **Digital Reward disclaimers:** The Company does not guarantee appreciation of Reward value or suitability for investment purposes. The Company is not liable for losses arising from unauthorized attempts to convert Rewards to cash or transfer them externally.
7. **Security and hacking:** Although the Company employs Naver Cloud security systems, Cloudflare firewalls, and server monitoring to protect against unauthorized intrusions, it cannot guarantee absolute security. The Company is not liable for damages resulting from hacking, viruses, DDoS attacks, or other unauthorized intrusions absent willful misconduct or gross negligence.
8. **Extent of damages:** The Company is not liable for losses arising from free Service use except as otherwise provided by law. For paid services, liability is limited to direct damages up to the amount of fees paid by the Member. The Company is not liable for indirect damages or lost profits.
9. **Member's fault:** If a Member's breach of these Terms or applicable laws causes the Company to incur liability or receive claims from third parties, the Member shall indemnify and hold the Company harmless at their own expense.

Article 19 (Dispute Resolution)

1. The Company shall handle Members' legitimate opinions and complaints in good faith. Members may submit inquiries or complaints via customer support, and the Company will provide prompt and reasonable responses.
2. In the event of a dispute that cannot be resolved through consultation, the

Company and Member may agree to submit to mediation by a recognized dispute resolution body (e.g., Korea Creative Content Agency's Dispute Mediation Committee or Korea Consumer Agency). If resolution is not achieved, disputes shall be settled according to relevant legal procedures.

Article 20 (Governing Law and Jurisdiction)

1. These Terms and all matters relating to Service use shall be governed by the laws of the Republic of Korea.
2. If legal action arises between the Company and a Member, the court having jurisdiction under the Civil Procedure Act shall be the court of the Member's domiciled jurisdiction, except where the Member's residence is outside Korea, in which case applicable statutes apply.
3. The laws of the Republic of Korea shall govern any litigation related to these Terms and the Service, except where mandatory consumer protection laws of another jurisdiction apply.

Addendum

1. These Terms take effect on June 16, 2025.
2. Members who joined prior to this effective date are generally subject to these Terms; however, transactions or actions occurring before the effective date shall be governed by the previous Terms.
3. For inquiries regarding these Terms, please contact the Company's customer support.