Terms of Services

Chapter 1. General Terms

Article 1 (Purpose)

These terms of service (hereinafter the "Terms") are to clarify the rights, responsibilities, and other related matters of our Customers (hereinafter the "Customer") with access to or use Lambda 256 (hereinafter the "Company") and the blockchain cloud service website (http://www.luniverse.io) of the Company or use its service (defined as below).

Article 2 Definitions

The following are the definitions of the words used in the Terms.

- 1. The "service" refers to a blockchain cloud computing service (hereinafter the "Service") which allows free access of a Customer's terminal to a solution service that provides a blockchain infrastructure service including a server, storage, DB, network and the like, and a blockchain IT solution. The Service consists of individual services (hereinafter "Individual Service"), and the Customer can select and use the Individual Service with the agreement of the Company.
- 2. The "Customer" refers to an individual person, corporation, or public institution, and the like that access the Service of the Company, sign up for a contract for usage with the Company according to the Terms, and use the Service provided by the Company.
- 3. The "ID" refers to the combination of letters and numbers or a Customer's email address which a Customer decides and the Company approves for the identification of the Customer and use of the Service.

4. The "password" refers to the combination of letters or numbers which are set by the Customer to confirm that the Customer is the owner of the ID set by the Customer and protect his/her privacy.

- 5. The "credit" is a payment method that the Customer can use for a particular product that the Company promotes with certain conditions.
- 6. The "customer information" refers to the information (the information as in Subparagraph 1 of Article 3 in Framework Act on National Information, including the personal information and credit information if the Customer is an individual) that a Customer stores in the Service of the Company and owns or manages.
- 7. The "business day" refers to a business operation day when banks in South Korea are open for business.

Article 3 Publishing and Revision of Terms

① These Terms can be found on the service website (http://www.luniverse.io) of the Company. The Terms are applied to services provided when a Customer accesses and uses the service website of the Company and provided in accordance with the service contract (as defined in Paragraph 1 of Article 5 below). To access or use the service website of the Company, a Customer must agree to the Terms. ② The Company can revise the Terms to the extent that such revision does not violate relevant laws such as the "Act on the Regulation of Terms and Conditions," "Act on Promotion of Information and Communications Network Utilization and Information Protection, etc.", and the "Act on the Development of Cloud Computing and Protection of its Users."

③ The Company can revise the Terms through a reasonable method such as publishing the revised Terms on its service website. In this case, the

Company specifies the effective date while posting details at least 7 days

prior to when the revised Terms become effective and notifies Customers

through its service website. However, if the amendment adversely applies

to the rights and obligations of the Customer, the Company notifies the

https://luniverse.io/terms-of-services/

Customer about the amendment at least 30 days prior to the effective date as set forth in Paragraph 1 of Article 7.

- ④ If the Customer does not clearly refuse the amendment within 30 days after receiving announcements or notifications of the revised Terms from the Company as specified in the preceding paragraph while the Company also notifies the Customer that non-response to the amendment within 30 days would be regarded as agreement, then it is regarded that the Customer has agreed to the revised Terms.
- ⑤ The Company or a Customer can terminate the contract of use if the Customer does not agree to the application of the revised Terms. In this case, the Company informs the Customer of the reasons for termination, the date of termination, and the cost of refund in written form, email or any equivalent method.

Article 4 Matters not Specified in These Terms

- ① Any case that is not specified in these Terms is subject to the governing law, rules, commercial practice, and the Individual Service operational policies (if applicable) of the service website. To elaborate on the policies to prevent misinterpretation, it is possible that the Company executes separate operational policies in regards to each Individual Service.
- ② The Company can devise separate terms for Individual Services by deciding terms applicable to them. If the individual terms do not match the Terms, the individual terms prevail over the Terms when there are no specific rules on the differences.
- ③ If there are no rules specified in the individual terms, the Terms are applied.

Chapter 2 Use of Service

Article 5 Application for Use of Service

① After an applicant for use of the Service (hereinafter "Applicant")

agrees to the Terms and applies for use of the Service, the Company will approve the application to conclude a contract of use of the Service (hereinafter "Service Contract").

- ② When applying for use of the service, an Applicant must provide his/her real name and exact required information. If an Applicant illegally uses a pseudonym or provides false information, he/she cannot enjoy or claim the rights set forth in the Terms, and the Company may terminate the Service Contract.
- The personal information provided by the Applicant when applying for the service is protected by governing laws and regulations and the Company's privacy policy.
- The Service is unavailable for the Applicant who is a minor under civil law even when he/she has obtained the consent of the legal representative (or the guardian), and the Company may refuse the minor's application for the Service. The Customer who uses the Service is confirmed that he/she is an adult under civil law.

Article 6 Conclusion of Service Contract

- ① If the Applicant completes the information specified in Article 5 above in good faith and accuracy, the Company approves the application unless there is a special reason to reject it.
- ② After receiving the application, the Company can refuse or postpone the approval of the application for use of the service or terminate the Service Contract in the following cases:
 - 1. The Applicant does not use his/her real name or has stolen the identity of another person.
 - 2. The Applicant provides false information or does not submit the information required by the Company.
 - 3. The Applicant intends to use the Service for fraudulent purposes, such as a violation of law or tort.
 - 4. The Approval of the application is not available due to the Applicant's

- fault or the application is in violation of the Company's policy.
- 5. There is the remaining amount of the fee that the Applicant has to pay to the Company.
- 6. The Applicant has a history of delaying payment of the service fee (hereinafter "Service Fee") or of illegal use of the Service.
- 7. It is deemed that approval of the Application is considered inappropriate based on the reasons described in Subparagraphs 1 to 6.
 - ③ If the Company decides to refuse or postpone the use of the Service, it sends a notification of such decision to the Applicant.

Article 7 Notification to Customer

- ① When the Company sends notifications to the Customer, it uses the email address that the Customer used for registration when applying for the use of the service unless otherwise specified in the Terms.
- ② When the notification should be sent to all Customers, the Company may post the notification on the service website for 7 days or more instead of using the methods set forth in Paragraph 1. However, this article does not apply when the notification is about changes that are unfavorable to the Customer's rights and obligations.
- ③ The Customer is required to keep his/her contact information (including email address, mobile phone number, landline number) up-to-date to receive notifications from the Company. The Company is not liable for any disadvantages occurring to the Customer when the contact information is not up-to-date.

Article 8 Type and Change of Individual Service

① The Company posts information including not only the type, details, and price of the Individual Services, but also the details including the Individual Services, Terms of Individual Services, and operating policies on the service website. The Customer must fully understand the details posted on the service website and apply for services based on the

relevant information.

② The Company may add or change the form or price of the Individual Services only when posting new information on the service website or sending notifications to the Customer in accordance with Article 7. To clarify the aforementioned provision, when the changes the Company intends to make may adversely affect the rights and obligations of the Customer, the Customer will be notified under the conditions set forth in Article 7 and retains the rights set forth in Paragraph 5 of Article 3.

③ If the Service is expected to be terminated, the Company notifies the Customer of the expiration or termination 60 days prior to the service termination.

Article 9 Provision of Service

- ① The Company provides the Service 24/7 in principle. However, the Service can be unavailable in whole or in part for the exceptions such as when the Company needs to perform maintenance of the facilities or is unavailable to provide the Service due to uncontrollable incidents including failures of the facilities or a sudden spike in the use of the Service.
- ② The Company can perform a service inspection when it is needed to provide the Service, and its schedule is subject to notices on the service website.

Article 10 Customer Account Management

- ① The Customer is responsible for managing his/her ID and password and preventing them from being used by a third party.
- ② If the Customer finds that his/her ID, password, and Private Key have been stolen or used by a third party, the Customer must notify the Company immediately of the fact and follow the Company's guidelines. However, the Company will not be held liable for any loss or damage to the Private Key, which is directly stored and managed by the Customer.
- 3 The Company may restrict the use of the ID if there is a risk that the

personal information of the ID owner might be disclosed or released without approval or if it is possible that the ID is treated as associated with the Company or the company operator.

- The Customer shall bear all liability for breach of this obligation of this Article. The Company is not liable for any disadvantages that may arise from the Customer's breach of the obligations of this Article or failure to comply with company policies or guidelines.
- ⑤ The Company can limit the number of accounts an individual customer can hold based on the Company's policies. For details, refer to the information posted on the service homepage.

Article 11 Changes in Customer Personal Information

- ① The Customer can view and modify his/her personal information anytime from the admin page of the personal information on the service website. However, it is not allowed to make any modifications to the required information for service management, including, but not limited to, the name of the corporate customer, the real name of the individual customer, the business registration number or the unique ID number.
- ② If the customer information changes after the application for use of the service is submitted, the Customer must correct the information on the service website and notify the Company via email or other means of the correction.
- The Company is not liable for any disadvantages that may arise when the personal information provided by the Customer to the Company is not accurate or when the Customer does not notify the Company of the changes described in Paragraph 2.

Article 12 Transfer and Changes in Related Customer Information

- ① No Customer may transfer, assign or establish security with rights or obligations set forth in the Service Contract or any other rights used in this contract to any third party at his/her own discretion.
- ② If the third party ("Transferee"), not a Customer, inherits the legal status

of the Customer in the Service Contract with the Company due to inheritance, merger or division on the side of the Customer, the Customer and Transferee must immediately notify the Company following the method and procedure specified by the Company by submitting documents that certify the succession.

③ For changes in the customer information made in accordance with Paragraph 2, the Transferee is responsible for fully fulfilling the conditions required by the Terms and the Service Contract before inheriting the legal status. If there is a problem with the succession, the Customer and Transferee are jointly and severally liable.

Article 13 Halt or Termination of Use of Service by the Company

- ① The Company can stop providing the Service to the Customer without notice for the reasons below:
 - 1. The Customer has not paid the fee by the due month.
 - 2. The Customer performs a transfer or mediation of a large amount of information or advertisements which may interfere with the stable service operation or such events occur.
 - 3. A program which is run in the Customer's server causes damage to other Customers' system, affects the service operation of the Company or causes failures, or there are risks of the possibility that such damages, errors or failures might occur.
 - 4. The Customer incurs unusual traffic spikes in the operating system and affects the network during use of the Service.
 - 5. It is found that the Customer has not installed security patches appropriately in the server, which might pose risks to the service operation of the Company.
 - 6. The Customer uses the Service for any purpose against national or public interests.
 - 7. The Customer's use of the Service violates related laws or is deemed against public ethics or orders.

8. A Customer's activity causes libel against other people or disadvantages to them.

- 9. The server which a Customer is using is infected by a virus or is suspected of being infected by the same.
- 10. There is legal evidence to halt the Customer's use of the Service, including, but not limited to, a claim made by a third party that the information the Customer processes via the Service infringes on that third party's right.
- 11. A government agency requests or gives an order of a temporary suspension of the use of the Service following legal procedures.
- 12. The Customer accesses or uses the Service in a way to avoid limitations or restrictions notified in association with the use of the service and the conditions to use the service set by the Company (for example, creating multiple business accounts to use the service for free or special price deals).
 - 13 Any other related laws or conditions and terms of use set by the Company are violated.
 - ② In the event of halting the Customer's use of the Service for the reasons in Paragraph 1, the Company shall notify the Customer of the reason for the stoppage of service and the duration and introduce the official means of appeal. The Company restores the Customer's right to use the Service immediately if the reason related to Paragraph 1 has been resolved or is no longer valid.
 - ③ If the reason for the stoppage of usage remains valid, the Company can terminate the corresponding Service Contract. In this case, the Company sends a notification to the Customer in accordance with the method specified in Article 7.
 - The Company can charge the Customer for fees related to the service during the period of the stoppage that was enacted for the reasons specified in this article.

Article 14 Service Interruption

1 The Company can interrupt the Service in the cases below:

- 1. Fixing the facilities and other maintenance works are necessary.
- 2. There is a risk of failure in the normal service operation due to a national emergency, facility malfunction, or sudden spike in the use of the Service.
- 3. The Company cannot provide a stable service due to inevitable reasons such as natural disasters.
- 4. A telecommunications service provider (as specified in Telecommunications Business Act) stops its communication service.
 ② If the case corresponds to the conditions specified in Subparagraph 1 of Paragraph 1, the Company shall announce its service interruption by posting a notification in advance on its service access screen or service website or using the notification method that the Customer has chosen. However, the Company may notify Customers after the event if the Company cannot send notifications in advance for unavoidable reasons.
 - The Company may halt the Service without prior notice for matters set forth in Paragraphs 1, 2, 3 and 4.

Article 15 Halt or Termination of Service by Customer

① If the Customer wishes to halt or terminate the Service Contract, the Customer must notify the Company via the procedures and methods posted on the service website. In normal operation, the Company may halt the service or terminate the Service Contract following the stoppage schedule on the date requested by the Customer. However, if there is a remaining fee the Customer has to pay until the date the Customer requests for the termination, the termination procedure can proceed after the amount of the fee is paid in full.

② If the Customer wishes to temporarily halt the Service Contract in the service period, it is based on details on the service website to decide the available stoppage period, fees charged during the stoppage, conditions

for the stoppage, and the effective date of the stoppage.

③ Before terminating the Service Contract, the Customer must backup the data stored in the server that the Customer has used during the service period. The Company deletes the Customer's servers and resources completely upon termination of the Service Contract. All the deleted server and resources cannot be restored for any reason.

Article 16 Termination of Service Contract under the Authority of the Company

① The Company may terminate the Service Contract without further consultation with the Customer at its sole discretion in the following cases:

- 1. The Customer does not take appropriate action to pay the overdue fees within the period specified in the Service Contract.
- 2. The information provided by the Customer for the application for the use of the Service is found to be false.
- 3. The Customer deliberately interferes with the operation of the Service and causes losses to the Company.
- 4. The Customer fails to fulfill the obligations specified in Article 26 (Customer Responsibilities) and does not take any appropriate actions to resolve this issue for a reasonable period as required by the Company.
- 5. The Customer is not taking appropriate actions for a reasonable period to resolve the issue related to Article 13 (Halt of Use) as required by the Company.
- 6. The Customer's purpose and method of using the Service violate national and international laws, and the government agency requests the termination of the corresponding service via a legitimate procedure.
- 7. The information needs to be deleted to protect the privacy of the Customer who did not use the service for a year in accordance with

the "Personal Information Expiration System."

② In accordance with Subparagraphs 1, 2, and 4 of Paragraph 1, the Company may ask the Customer to resolve the issue within a specified period. However, if the Customer is not taking necessary action to resolve the issue, the Company may terminate the Service Contract.

③ If there has been no use of Individual Services for a year after the Service Contract was concluded, the Company may notify the Customer and terminate the contract for the corresponding Individual Service. In this case, however, the notifications are sent to the Customer in accordance with the method specified in Article 7.

Article 17 Restricted Use of Spammer

① The Company may restrict the use of service or terminate the Service Contract if the Customer's activity, with respect to sending spam mail (here, the "spam mail" is defined as advertising information for marketing sent or published unilaterally against the recipient's obvious refusal of receiving mail), falls into the following cases.

- 1. The Korean Communications Committee or Korea Internet and Security Agency detect the Customer's activity of sending spam mail and request stoppage of the Customer's use of the service.
- 2. The Customer sends spam mail in mass and causes failures in the service system, or such failure is likely to occur.
- 3. The Customer continues to send spam mail even after the recipient demanded deletion of his/her email address from the recipient list.② The Customer may be held liable for civil and criminal liability for sending or posting advertising information for commercial purposes unilaterally against the recipient's explicit intent to refuse.

Chapter 3 Fees and Management

Article 18 Service Fee

① The Company posts details about service fees and changes on the service website.

- ② The Service is categorized into a commitment service and an hourly service.
- ③ Even if the service fee is changed during the term of the Service Contract, the changed fee does not apply retroactively throughout the term of the Service Contract except for reasons specified otherwise.
- ① The Company can issue "credits" for its Customer, which can be used in the Service. The details of "credits" such as the condition of use and other operation policies of "credits" are posted on the service website.

Article 19 Service Fee Calculation and Settlement

- ① The service fee is calculated and charged on a monthly basis for the use from 00:00 of the first day of the month to 23:59 of the last day of the month by the coordinated universal time (UTC+0).
- ② If the Customer starts to use the Service in the middle of the month, the service fee of the month is calculated and charged for the period from the first day of use to the last day of the month.

Article 20 Service Fee Payment and Billing

① The Company charges the service fee in the first day of the corresponding month that the service fee is charged for and issues a monthly invoice to its Customer.

The Customer is required to pay the bill on or prior to the due date specified by the Company in advance. However, if the Customer's account is invalid or is suspected to fail to pay the bill, the Company can issue bills more frequently to charge the Customer for the service.

② The payment means for the service fee is credit card.

③ If the Customer fails to pay the service fee within the due date, the Company notifies the Customer of the overdue service fees via email. An additional amount (2% of the overdue fee by month) will be added to the overdue service fee and charged altogether.

④ If the Customer fails to pay the service fee by the 10th of the corresponding month, the Company can pause or terminate the service following the procedures and methods specified on the Terms and posted on the service website.

Article 21 Responsibility for Paying Service Fee

Customers are responsible for paying the service fee. However, if the Customer designates a person in charge of paying the service fee, the person and the Customer share the responsibility for payment of the service fee. In this case, the Customer must provide a responsibility confirmation letter of the person in charge of the payment.

Article 22 Dispute over Bill

- ① If the Customer does not agree with the bill for the use of the Service, the Customer can officially dispute the bill in writing or email.
- ② The Company reviews the document submitted by the Customer for the dispute as described in Paragraph 1 within 7 business days and notifies the Customer of the result. If the result of the review for settlement of the dispute is not sent to the Customer within a set period, the Company must notify the Customer of the reason for the delay.

Article 23 Refund of Service Fee

- ① If the Customer overpays the fee, the Company can offset the overpaid amount from the fee to be charged for the next month's usage.
- ② If the Customer requests a refund for the overpaid amount before the

amount is offset in accordance with Paragraph 1, the Company shall return the amount to the Customer.

Chapter 4 Obligation of Contract Parties

Article 24 Obligation of Company

- ① The Company commits its effort to provide the Service requested by its Customer in a stable and sustainable manner.
- ② If a failure interferes with the normal operation of the service, the Company does its best to fix issues or restore operation as quickly as it can and manage the service in a stable manner.
- The Company fairly responds to issues or complaints raised by the Customer promptly or within a reasonable period while complying with the procedures set by the Company.
- ① To operate the service smoothly, the Company can collect and store personal information of its Customer in accordance with the privacy policy posted on its service website. The Company does not provide personal information of its Customer to any third party without the Customer's consent. However, there can be exceptions when the court or other judicial authorities request the Customer's personal information via a warrant for the purpose of investigation in accordance with related laws and rules.
- ⑤ The Company does not access or process the Customer's information related to the service for purposes other than those specified in the Terms. However, the Company can access and identify the Customer's information if needed to provide the Service seamlessly, including resolving failures or privacy protection.
- The Company obtains the Customer's consent when the Customer's information needs to be processed (deletion, change, etc.) for providing the Service smoothly, specifically for the information obtained in accordance with Paragraph 5. However, even if the Customer does not agree or the Company fails to obtain the Customer's consent, the

Company may halt the Customer's use of the service when such use interferes with the operation of the service or hinders other Customers from using the service. The procedures are described in Paragraph 2 of Article 13 and below.

Article 25 Obligation of Customer

- ① The Customer must pay the service fee on or before the specified due date of the payment set forth in the service contract.
- ② The Customer must not interfere with the service operation or other Customers' use of the service.
- The Customer must not use the site or bulletin board of the service for the purpose of distributing, posting or providing links to information that is obscene, illegal, harmful or related to illegal gambling, and any unlawful act specified by the law is prohibited. In addition, the Customer bears all responsibility for the ownership and management of the Customer's information such as the service and information that the Customer manages while using the Service.
- ④ For processing, managing, using or accessing personal information of a third party during use of the service, the Customer must comply with the related laws and rules to manage and protect the personal information. The Company shall not be liable for any consequences, loss or damage including, but not limited to, leakage of information a third party, caused by the Customer's failure to fulfill his/her obligations.
- ⑤ The Customer must regularly perform security updates for system operation to protect the server the Customer operates via the Service from intruders. The Company is not liable for any security incidents unless there is a separate agreement for the system security service between the Customer and Company. The Company can perform security control work to maintain security of the use of the service. For this purpose, the Company may access and read the contents of a Customer's information, notify the Customer of the detected issues, and ask the Customer to implement measures to enhance security. The Customer must respond to

the Company's request for enhancing security.

- The Customer is responsible for copyright issues in a server that is operated through the Service and must retain or acquire all required licenses of software programs which are used in the Customer's server operated via the Service.
- ① The Company is not liable for damage that the Customer causes to other Customers or a third party by distributing or sending illegal software or spam via the Service. The Customer must indemnify the Company and ensure that the Company is not harmed by any obligations, losses, remediation, or lawsuits filed against it.
- ® The Customer must not post or transfer data including software virus that can hinder the stable operation of the Service, other computer codes, files or programs or destroy them.
- The Customer is obliged to fully understand and comply with all the governing laws, Terms, and guidelines and precautions specified on the service website and instructions provided by the Company. The Customer must not perform any activity which interferes with the works of the Company.
- [®] The Customer is obliged to back up and store the data generated while using the Service and is liable for any loss caused by the negligence in data management. However, for Customers who apply for and use an additional backup service provided by the Company, the Company takes responsibility for its negligence in data management to the extent that is specified in the provision for the backup service.
- ① The Customer may not resell or lease the Service to a third party without the Company's consent.

Chapter 5 Remediation

Article 26 Remediation by Company

① If the Company fails to comply with the SLA (service level agreement) of the Individual Service due to its fault, the Company may compensate

the Customer for damages in accordance with the provisions specified in the SLA.

- ② To demand remediation, the Customer must submit documentation that clearly states the reason for the claim, the amount that is claimed for, and the grounds for calculating the amount to the Company. The Company can deduct the monthly service fee from the remediation amount.
- ③ This article applies only to Customers who use paid services, and the Company is not liable for any damages caused to Customers of the free service.
- The Company can change, suspend or add to the SLA of the Individual Service at any time in accordance with Article 7.

Article 27 Remediation by Customer

- ① The Customer agrees to indemnify, defend, and protect the Company, its affiliates, their respective employees, agents, partners, and licensors if any dispute occurs for the following reasons.
 - 1. The Customer breaches or infringes on the Terms, governing laws and rules.
 - 2. The Company takes measures to investigate the suspicious violations of the Terms or to resolve violations that are confirmed to have occurred.
 - ② If the Customer compensates the Company for damages, the remediation must include, but is not limited to, the legal costs and other expenses incurred by the Company and/or the compensations demanded by the claims set forth above.
 - ② To demand remediation, the Company must submit documentation that clearly states the reason for the claim, the amount that is claimed for, and the grounds for calculating the amount to the Customer.

Article 28 Limitations of Legal Liability

① Notwithstanding any other provisions, the Company is not liable for the maximum extent permitted by governing law for any loss or damage that occurs in association with the following, even if such event is foreseeable.

- 1. Force majeure such as natural disasters or wars
- 2. The Customer's intention (including willful negligence), omission or negligence
- 3. Failure of telecommunications services provided by a service provider other than the Company
- 4. Disruptions of the Service due to operations including inspection of the Service, except for cases where the Service is stopped due to the Company's intention or major negligence
- 5. Disruptions of the Service due to maintenance the Company needs to perform in accordance with Article 9
- Use of the Service that exceeds the scope of the Service defined in the Service Contract
- 7. Damages to a third party due to the inaccuracy or illegitimacy of the information posted by the Customer to the Service
- 8. Infringement of security due to the Customer's negligence in the management of system security
- 9. Disruptions of the Service due to force majeure including national emergency, national network disruption, or the equivalent event
- 10. Disruptions of the Service to prevent the impact of incidents in the system operated by the Customer via the Service from spreading across the Service
- 11. Failures of the Service due to infringements from outside even though the Company takes security measures to comply with the relevant laws
- 12. Disruptions of the Service to prevent the impact of the incidents that happen in the Customer's information system from spreading across the Service
 - 13 Failures in the equipment, software, application or OS that the Customer has installed at his/her discretion in the Service

13. Customers using the free service

② The maximum accumulated amount to be compensated by the Company for any damage, loss, or reason of litigation arisen because of the contract, tort (including negligence), and the like is the higher amount among (A) the total amount that the Customer has paid for the use of the service for 6 months prior to the date of occurrence of the circumstance that the litigation is filed under this provision, and (B) 1,000 US dollars. Limitations of legal liability (as explained in this provision and others of the Terms) are set for the sake of any benefits of the Company and its affiliates and their successors and transferee. The provisions for exemptions from or limitation on liability may not apply to Customers in some jurisdictions that do not recognize exemptions from or limitations on liability for incidental or consequential damages.

Article 29 Governing Laws and Jurisdictions

- ① The Terms are governed by the laws of the Republic of Korea, regardless of the principles of conflicts of law and the location of the Customer.
- ② The Customer and Company permanently agree to the exclusive judicial power and jurisdiction of the Seoul Central District Court and waive the right to object to the inconvenience caused by the exclusive judicial power and jurisdiction. Notwithstanding the preceding Paragraph, the judgments and decisions of the Seoul Central District Court may be executed by any court in the locations of the Customer and Company.

Article 30 Liability Disclaimers

① The Service is provided "as is" and "as valid" to the maximum extent permitted by governing laws. The Company does not guarantee allusively or expressly any matters including, but not limited to, the conditions, quality, durability, performance, accuracy, reliability, merchantability, fitness for a particular purpose, prevention of infringement, seamless

provision of the Service, prevention of errors, prevention of harmful factors, security or the prevention of damage or loss to the functions or data.

② The Company does not represent or guarantee the validity, accuracy, reliability, quality, stability, completeness or timeliness of the information provided in the Service to the maximum extent permitted by governing laws.

Some jurisdictions do not allow exclusion from the implied guarantee or limitation on the expiration period of implied guarantee, so the above exclusion or limitation may not apply to the Customer in those jurisdictions.

Article 31 Separation Rule

Even if any provision is judged to be invalid or unenforceable by a court or competent court, the enforceability of the remaining provisions shall remain valid and enforceable without being affected by the judgment.

Article 32 Non-waiver Clause

Even if the Company does not exercise rights or take action in relation to the Customer's breach of the Terms, it is not viewed as the Company waiving the rights of the Terms and the enforcement of those rights for activities that occur consequently or are similar to the breach.

Article 33 Compliance with Trade law

To purchase and/or use service, the Customer agrees to comply with all applicable laws on data protection, imports, re-imports, sanctions, anti-boycotts and export control, and national export control systems, including EU Dual Use Export Controls, US Export Administration Regulations, International Traffic in Arms

Regulations, and international and national economic sanction programs. To avoid confusion, the Customer (and its end-user, if applicable) is solely responsible for compliance with any applicable regulations related to the ways that the Customer chooses for the use of the Service, including the transmission and processing of the Customer's information, and for the corporate customers, the use of the end user's information. All the information uploaded by the Customer or its end users can be hosted on the Company's servers across the world, and the Customer cannot upload the information listed on the relevant trade restrictions list and is responsible for ensuring that its end user does not upload any prohibited information. The Customer confirms and guarantees that the Customer is not the subject list of sanctions enforced by the UN Security Council, the National Security Council, the U.S Government (e.g., the list of the EU countries designated by the U.S government and list of overseas sanction-applied member countries of the corresponding countries), and any other organizations that are not limited to the same.

Article 34 Language

All the means of communication that the Company uses for posts or notifications under the Terms are provided in Korean. In this case, the Company can provide the English version along with the Korean version for the convenience of the user. However, when the Company provides the English version of the Terms, posts or notifications, the Korean version prevails over any discrepancies between the Korean and English versions.

Nonetheless, the Customer can choose either Korean or English as the language for communications with the Company.

Additional Clause – for EU Customers

This additional clause (hereinafter "Additional Clause") applies only to the Customers who stay or reside in the EU territory and property or access the EU regional services. The Additional Clause is a part of and subject to the Terms. As long as specified in the Additional Clause, the Additional Clause prevails over any discrepancies between the Additional Clause and the Terms. The definition of the terminology that is used but not defined in the Additional Clause is subject to the Terms.

- (1) Paragraph 3 of Article 3 is amended and replaced as follows to be interpreted correctly.
- If the Company wishes to amend the Terms, it shall notify the Customers of the amendment at least 30 days prior to the effective date in accordance with Paragraph 1 of Article 7. The amendment notification shall state the Customer's right to decline the amendment as set forth in paragraphs 4 and 5 and the consequences thereof.
- (2) Paragraph 2 of Article 6 is amended and replaced as follows to be interpreted correctly.

The Company can refuse to accept or delay the use of the Service in the following cases. However, when the Company finds after the conclusion of the Service Contract that the following have already occurred, the Company can terminate the Service Contract in accordance with Article 16.

- 1. The Applicant does not use his/her real name or uses the stolen identity of another person.
- 2. The Applicant provides false information or does not submit the information required by the Company.
- 3. The Applicant intends to use the Service for any illegal purposes such as violating the law or conducting other illegal acts.
- 4. The Company does not approve the application for the reason of the Applicant, or the application violates the company policy.

5. There is a remaining amount of service fee that the Applicant has to pay to the Company.

- 6. The Applicant has a history of delaying the payment of the service fee (hereinafter the "Fee") or using the Service for inappropriate purposes.
- 7. There are any other reasons that it is clearly inadequate to approve the application in relation to the above provisions.
- (3) Paragraph 3 of Article 8 is amended and replaced as follows to be interpreted correctly.

The Company can change or halt at any time, in whole or in part, (i) all services provided to the Customer free of charge, and (ii) all services provided to the Customer for a fee. However, for the paid services, it shall be presumed that (a) the Company does not halt the services that are a part of the Service Contract during the existing Service Contract period, and (b) the amendment does not degrade the function, performance or security levels of the existing Service Contract. If the services are expected to be halted, the Company notifies the Customers of service disruptions and termination more than 60 days prior to the service disruptions.

(4) Paragraph 1 of Article 9 is amended and replaced as follows to be interpreted correctly.

The Company provides the Service for a period that the Customer fully utilizes the Service to the extent that is agreed to in Article 27. The Customer cannot be provided with the service availability beyond this period, and the Company has no obligation to provide the Service for such excess period. Notwithstanding the foregoing statement, the Company is not liable for any failure in the use of the service due to force majeure.

(5) Paragraph ① of Article 13 is amended and replaced as follows to be interpreted correctly.

The Company can terminate or halt the Customer's use of the Service in

the following cases. However, this provision applies only in cases where the Customer fails to resolve the following issues, which are the reason for the termination or stoppage, within 10 days of the notification after the Customer received the notification from the Company to resolve such issues. If the notification from the Company is unreasonable because it can cause a violation of the law, damage, etc., the Company can terminate or halt the Service without sending the notification.

- 1. The Customer has not paid by the end of the month.
- 2. The Customer sends or adjusts a considerable amount of information or advertising information that could damage the stable operation of the Service, or such activity has occurred.
- 3. A program that the Customer runs in the Customer's server causes damage to the operation of other Customers' system or might pose risks of disruptions or failures in the service operation of the Company.
- 4. The system operated via the Service is attacked by a large amount of network attack, or abnormal traffic spikes happen in the Customer's server, affecting the network.
- 5. The Customer's negligence of not installing security patches appropriately in the server has posed a risk to the service operation of the Company.
- 6. The Customer uses the Service for any purpose against national or public interests.
- 7. The Customer's use of the Service results in a breach of the governing laws or acts against public ethics or orders.
- 8. A Customer's activity causes libel against other people or disadvantages to them.
- 9. The server that the Customer is using is hacked or is suspected of being infected with a virus.
- 10. There is legal evidence to terminate the Customer's use of the Service, including, but not limited to, claims laid by a third party about infringement of the right for the Customer's content the Customer

- treats via the Service.
- 11. A government agency requests a temporary halt of the use of the service following legal procedures.
- 12. The Customer accesses or uses the Service in a way to avoid limitations or restrictions notified in association with the use of the service and the conditions to use the service set by the Company (for example, creating multiple business accounts to use the service for free or special price deals).
 - 13 Any other related laws or conditions and terms of use set by the Company are violated.
- (6) Paragraph 1 of Article 14 is amended and replaced as follows to be interpreted correctly.

The Company can halt the provision of the Service for the following reasons:

- The equipment has to be fixed or any other maintenance works are needed. However, if the cause of the fix or maintenance is attributable to the Company, all the Customer's rights under the Service Contract are not affected.
- 2. There are risk factors that hinder normal service, such as a national emergency, defects in the service equipment, or a sudden spike in the use of the Service.
- 3. The Company is unable to provide the Service stably due to unavoidable reasons such as natural disasters.
- 4. A telecommunications service provider stops its provision of the communication service in accordance with Telecommunications Business Act.
- (7) Article 16 is amended and replaced as follows to be interpreted correctly.
- ① Notwithstanding the Company's right to terminate the contract, the Company may terminate the Service Contract for the following reasons

only when the Customer fails to resolve the issues that might cause the contract termination within 10 days of the notification that was received from the Company. However, this only applies to the cases that the Company deems reasonable, including but not limited to (a) the cases specified in Subparagraphs 1, 3, 4, 7, and 8, (b) a circumstance that cannot be resolved due to its nature, or (3) a violation of governing laws or concerns thereof.

- 1. The Customer fails to pay the bills for 10 days after the invoice issued.
- 2. The information provided in the application for the use of the service is found to be false.
- 3. The Customer deliberately causes damage to the Company, interfering with the operation of the Service.
- 4. The Customer uses the Service for mining cryptocurrency.
- 5. The Customer fails to fulfill the obligations specified in Article 26 (Customer Responsibilities) and does not take any appropriate actions to resolve this issue for a reasonable period as required by the Company.
- 6. The Customer is not taking appropriate actions for a reasonable period to resolve the issue related to Article 13 (Halt of Use) as required by the Company.
- 7. The Customer's purpose and method of using the Service violate national and international laws, and the government agency requests the termination of the corresponding service via a legitimate procedure.
- 8. It is necessary to delete the personal information to protect the privacy of the Customer who has not used the Service for one year in accordance with the Personal Information Expiration Period.
 - ③ If there has been no use of the Individual Service for a year after the conclusion of the Service Contract, the Company may notify the Customer and terminate the corresponding Individual Service. In this

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case, however, the notifications are sent to the Customer in accordance with the method specified in Article 7.

(8) Paragraph 3 of Article 18 is amended and replaced as follows to be interpreted correctly.

Even if the Fee is changed during the term of the Service Contract, unless it is specified otherwise in this clause, the changed Fee does not apply retroactively throughout the term of the Service Contract. As circumstances require, the Company may, at its reasonable discretion, adjust the applicable Fee of the agreed Service Contracts by reflecting changes in the Company's costs to procure and provide related services, such as costs of seller and subcontractors, human resources or applicable taxes, and this will take effect on the next start month. If the costs increase due to a specific pricing factor, the Company may raise the Fee unless the cost is lowered to offset the increase due to another pricing factor. If the costs decrease due to a specific pricing factor, the applicable Fee is lowered unless the increase due to another pricing factor exceeds the decrease. The Company determines when to adjust the Fee by taking into account pricing factors that affect the increase and decrease in the costs at its reasonable discretion.

(9) Paragraph 3 of Article 20 is amended and replaced as follows to be interpreted correctly.

If the Customer does not pay the Fee until the due date, the Company notifies the Customer of the overdue Fee via email. The Fee for additional services is charged by adding the overdue fee to the amount set by the law. (Section 288 of the German Civil Code)

(10) Paragraph 4 of Article 20 is amended and replaced as follows to be interpreted correctly.

If the Customer fails to pay the Fee, the Company may terminate or halt the Service in accordance with Subparagraph 1 of Paragraph 1 in Article 13 or Subparagraph 1 of Paragraph 1 in Article 16, and individual

provisions are subject to the procedures and manners of the Terms and posted on the service website.

(11) Paragraph 3 of Article 26 is amended and replaced as follows to be interpreted correctly.

This clause applies only to Customers who use the paid services, but services provided for free are not governed by the applicable laws. In other words, the Company is liable only for unintentional misconduct or gross negligence in providing free services.

- (12) Article 27 is amended and replaced as follows to be interpreted correctly.
- ① ① The Customer agrees to indemnify, defend, and protect the Company, its affiliates, their respective managers and employees, agents, partners, and licensors if any dispute occurs for the following reasons.
 - 1. The Customer breaches or infringes on the Terms, governing laws and rules.
 - 2. The Company takes actions during the investigation of the Company into a breach of the Terms or as a result of the detection or settlement of the violation of the Terms.
 - ② The remediation includes, but is not limited to, the legal costs and other expenses incurred to the Company and/or the compensations demanded by the claims set forth above.
 - ③ The Customer who is not criminally charged is not obliged to perform the remediation under Article 27.
- (13) Article 28 is amended and replaced as follows to be interpreted correctly.
- ① For the paid services, the Company's liability for compensation and reimbursement for costs incurred to the Customer is subject to Article 28. For the free service, only Paragraphs 6 to 8 apply unless otherwise specified by law.
- 2 The Company is solely responsible for the following: (i) as long as the

limitation on liability or exemption do not apply in accordance with governing laws including the responsibility laws of the corresponding product, (ii) if damages are incurred due to intentional or gross negligence, (iii) if life, human body, or human health are affected by normal negligence, and (iv) if the Company does not comply with the agreed guarantee.

- ③ In no event shall the Company be liable for damages and expenses incurred due to normal negligence, unless the contractual damages and payment expenses are reasonably limited in connection with the contract type at the time of concluding the Service Contract in effect except for the cases where a significant breach of the contractual obligation is indispensable for the purpose of the Service Contract in effect or for the fulfillment of the proper and legitimate Service Contract and defeat the purpose of fulfilling the contractual obligation that the Customer is following.
- ① In no event shall any damages or expenses that are reasonably foreseeable within the interpretation of Paragraph 3 exceed the total price that the Customer pays or has to pay according to this Service Contract (for example, the total costs of any damages).
- ⑤ Liability of the Company for other damages and expenses is waived. Especially, the Company is not legally liable for initial defects, which are not resulted by its negligence, in accordance with the same law 536a (1) alt. 1 as long as German Civil Law 12.2 does not apply.
- The Company is not liable for indirect or consequential damages, including but not limited to the loss of revenue, loss of sales, interruption of business and good faith loss.
- ① The Company is not legally liable for damages which can be avoidable if the Customer copied and performed back-ups of the data by following the suggestions the Company has provided in the Terms.
- ® Except for the claim in accordance with Paragraph 2, all rights, claims, damages, and reimbursement of any contract, tort or otherwise related to the Service Contract in effect lose effectiveness within at least two years.

(14) The following provision is added as Article 35.

If the Terms specifies that the Customer is a consumer and that the Customer must write a customer confirmation letter, a text format may be sufficient to be used for the letter (Clause 126b, German Civil Law).

Additional Clause – for U.S Customers

This additional clause (hereinafter "Additional Clause") applies only to the Customers who stay or reside in the U.S territory and property or access the U.S regional services. The Additional Clause is a part of and subject to the Terms. As long as specified in the Additional Clause, the Additional Clause prevails over any discrepancies between the Additional Clause and the Terms. The definition of the terminology that is used but not defined in the Additional Clause is subject to the Terms.

(1) Paragraph 3 of Article 3 is amended and replaced as follows to be interpreted correctly.

The Company can revise and notify Customers of the Terms through a reasonable method such as publishing the revised Terms on its service website. In this case, the Company specifies the effective date while posting details at least 7 days prior to when the amended Terms become effective and publish the amendment through its service website. However, if the amendment adversely applies to the rights and obligations of the Customer, the Company notifies the Customer about the amendment at least 30 days prior to the effective date as set forth in Paragraph 1 of Article 7. If the Company and the Customer have a dispute before the revised Terms reflecting the amendment is posted or before the Customer is notified of the amendment, the corresponding amendment with respect to the dispute does not apply.

- (2) The following provision is added as Paragraph 3 of Article 30.
- 3 The Company is not liable for any special, direct, indirect, punitive,

incidental or consequential damages or any other damages including, but not limited to, losses in profits, savings and information, and business interruption, and any other damage occurring with respect to the contract, tort or other services.

- (3) The following provision is added as Article 35.
- If the Customer has any inquiries or complaints related to the Service, the Customer can contact the Company via e-mail (support@lambda256.io) or contact the person in charge of Luniverse Cloud Service (4F, 14, Teheran-ro 4-gil, Gangnam-gu, Seoul 06232, Republic of Korea) in writing or landline (02-xxxx-xxxx). Since e-mail communication cannot be secure, the Customer must be careful not to send or receive credit card information or other sensitive information when exchanging e-mail with the Company.
- (4) The following provision is added as Article 36.

The Digital Millennium Copyright Act of 1998 (hereinafter "DMCA") is a law that allows copyright holders who believe that their right with respect to their works is infringed on the Internet to claim rights under the US copyright law. If a good-willed customer believes that their work accessible through the Service is infringing on others' copyright, the Customer (or their representative) may ask the Company to remove the work or block access by others in writing via mail, email, or fax. If a goodwilled customer believes that someone has maliciously reported a copyright infringement against them, the DMCA allows the Customer to file a notification of objection to the Company. Notifications and notifications of objection must meet all current specified requirements imposed by the DMCA. For more information, please visit http://www.copyright.gov/. All notifications and notifications of objection must be delivered to the person in charge the contact of Luniverse Cloud Service via mail (4th floor, 14, Teheranro 4-gil, Gangnamgu, Seoul, 06232, South Korea) or by e-mail (support@lambda256.io). The Company encourages the Customer to consult with a legal counsel

prior to submitting notifications or notifications of objection to the DMCA.

(5) The following provision is added as Article 37.

The Customer is responsible for complying with U.S export regulations and is responsible for regulatory violations, such as the U.S embargo or other federal regulations prohibiting exports. The Customer represents, guarantees, and agrees to the following. The Customer must not: (a) be a national or resident of any of the countries which the U.S Government puts a trade embargo on or enforces regulation on, or a citizen of the country designated as a "terrorism-supporting state" by the U.S government or (b) be included in a list of the end-users who are subject to regulations of the U.S government.

Additional Clause – for Singaporean Customers

This additional clause (hereinafter "Additional Clause") applies only to the Customers who stay or reside in the Singapore territory and property or access the Singapore regional services. The Additional Clause is a part of and subject to the Terms. As long as specified in the Additional Clause, the Additional Clause prevails over any discrepancies between the Additional Clause and the Terms. The definition of the terminology that is used but not defined in the Additional Clause is subject to the Terms.

(1) The following provision is added as Paragraph 3 of Article 30. The Company is not liable for any special, direct, indirect, punitive, incidental or consequential damages or any damage including, but not limited to lost profits, lost savings, business interruption, and information loss, and any other damage occurring with respect to the contract or tort or other services.

Additional Clause – for Hong Kong Customers

This additional clause (hereinafter "Additional Clause") applies only to the Customers who stay or reside in the Hong Kong territory and property or access the Hong Kong regional services. The Additional Clause is a part of and subject to the Terms. As long as specified in the Additional Clause, the Additional Clause prevails over any discrepancies between the Additional Clause and the Terms. The definition of the terminology that is used but not defined in the Additional Clause is subject to the Terms.

(1) The following provision is added as Paragraph 3 of Article 30. The Company is not liable for any special, direct, indirect, punitive, incidental or consequential damages or any damage including, but not limited to lost profits, lost savings, business interruption, and information loss, and any other damage occurring with respect to the contract or tort or other services.

Additional Clause – for Japanese Customers

This additional clause (hereinafter "Additional Clause") applies only to the Customers who stay or reside in the Japanese territory and property or access the Japanese regional services. The Additional Clause is a part of and subject to the Terms. As long as specified in the Additional Clause, the Additional Clause prevails over any discrepancies between the Additional Clause and the Terms. The definition of the terminology that is used but not defined in the Additional Clause is subject to the Terms.**

(1) The following provision is added as Paragraph 3 of Article 30. The Company is not liable for any special, direct, indirect, punitive, incidental or consequential damages or any damage including, but not limited to lost profits, lost savings, business interruption, and information loss, and any other damage occurring with respect to the contract or tort or other services.

LUK Terms of Service

Article 1 Purpose

The purpose of these Terms of Service ("the Terms") is to set out the requirements that must be mutually followed by Lambda 256 Co., Ltd. ("the Company") and its customers ("the Members") with regard to the use and recharge of the payment method ("LUK") for paying the network fees for the Luniverse Main Chain network ("the Network") operated by the Company.

Article 2 Definitions of Terms

The following are definitions of terms used in the LUK Terms of Service:

- (1) User: Refers to the customer who has agreed to the Terms and may use LUK with their user ID provided by the Company.
- (2) LUK: Refers to a new type of a voucher that can be purchased by the method supported by the Company and used as a payment method for paying the fees for the Network provided by the Company.
- (3) Recharge: Refers to accumulating LUK in exchange for the cash payment made to the Company by using the payment methods supported by the Company to gain a certain amount of LUK. For the services provided by the Company including Luniverse (www.luniverse.io), 1 LUK per \$0.01 is charged when LUK is purchased with the payment methods.
- (4) Refund: Refers to getting the cash back for the LUK recharged through the payment methods supported by the Company or disabling a payment with the methods including canceling the payment approval by payment methods, etc.

Article 3 Use of LUK

- (1) A user may use LUK to pay the network fees for the Network when making transactions on the Network.
- (2) A user's access of service may be restricted if the user has not

completed a user verification process before using LUK or has not been verified by the process.

- (3) After the payment information is entered, the Company shall be deemed to be allowed to keep the payment information of the member for the purpose of convenience for users, user verification for each payment method, and billing for the member. In this case, the Company must keep the data of the member's information encrypted and can never share the data with any third party without the member's consent.
- (4) The entered payment information is considered financial information since it is required for the use of LUK. If a member steals and uses another person's financial information at his or her own discretion, the member will be restricted from using the service and held legally liable.
- (5) The Company shall allow a user to check the balance of LUK when the user has recharged or used LUK in accordance with Paragraph (1), and the user shall promptly confirm and notify the balance to the Company when he or she has recharged or used LUK. In this case, the Company may take necessary measures after checking the details of the user's recharge or usage of LUK.
- (6) The Company may specify the paid services that can be paid for with LUK, and they may be added, changed or removed in accordance with the Company's policy.
- (7) The Company may place restrictions on or apply age ratings to the use of the Internet service to comply with ratings and age requirements as prescribed by the Youth Protection Act for its users.

Article 4 Deductions from LUK

- (1) The recharged LUK will be deducted immediately upon payment of the fees charged for using the network.
- (2) If a user has recharged or used LUK in an improper way, the corresponding amount of LUK may be forcibly deducted from the balance of LUK owned by the user, and the user's access to the service may be restricted.

Article 5 Restrictions on Use of LUK

(1) A user shall not engage in any of the following activities, and in case of violation, the Company may suspend the user from using LUK:

- 1. Illegal use of another person's ID or password
- 2. Illegal use of another person's name or personal information to access the service
- 3. Any activity of stealing the payment information of others, etc., or making transactions in a fraudulent activity
- 4. Use of LUK in a place where it is not allowed to use LUK
- 5. Any activity that interferes with the use of LUK by another user or hinders the provision of the LUK service
- 6. Use of the LUK service in a manner that violates the Terms
- 7. Any breach of the relevant laws and regulations
 - (2) When the Company places restrictions on the use of LUK, it shall give the user an opportunity to explain themselves by notifying the user by e-mail or SMS, as specified by the user, of the details of the restriction and the procedure for providing an explanation.
 - (3) If the user has not logged in to the homepage or has not recharged or used LUK for more than one year, the user's account will be considered inactive, and access to the cash in the inactive account may be suspended to protect the customer.
 - (4) The Company shall keep the suspended LUK safely as prescribed in Article 5 (3) and allow the user to use it after completing a user verification process if they wish to do so.
 - (5) When a user submits a request for a refund of his/her LUK account, the LUK will be immediately suspended from use.

Article 6 Methods and Types of Recharging LUK

(1) LUK can be recharged using the payment methods specified by the Company, and the minimum amount may vary depending on the charging method.

(2) The use of the payment methods supported by the Company may be restricted in accordance with the Company's operation policy.

- (3) If a minor fraudulently uses another person's personal or billing information to recharge LUK or pay a network fee with the LUK, such use cannot be cancelled by the person(s) with parental rights or the legal guardian.
- (5) If a recharge request is not processed properly due to a failure in the system provided by the Company, the recharge process may be performed again for the LUK.

Article 7 Request for a Cancellation of the Use of LUK (Reporting a Service Failure)

- (1) A user cannot cancel his or her use of LUK once the LUK has been used and deducted.
- (2) If a user has paid the network fees with the recharged LUK but has not been able to complete the transaction normally due to service failure or any other reason attributable to the Company, the user may request the return of the LUK which has already been deducted.
- (3) Notwithstanding the above, a user is not allowed to cancel their use of LUK after 10 days from the payment of the network fees. Please be careful when requesting a cancellation of the use of LUK or reporting a service failure.

Article 8 Refund of LUK

- (1) A user may request a refund for the remaining amount of LUK purchased with the payment methods supported by the Company, in accordance with the standard terms of the use of a new type of voucher, if the user has used an amount equal to or greater than 60% of the amount stated when the LUK was last recharged (80% if it is not greater than 10,000 won) within the expiration period.
- (2) After the expiration period (unless it is not expired under Article 11(4) of the Terms), a user may receive a refund of 90% of the unused LUK.

Article 9 Refund Process for LUK

- (1) The refund process for LUK is as follows:
 - To request a refund, a user shall submit a request for a refund through Contact Us in the Luniverse website (<u>www.luniverse.io</u>) or by sending an e-mail to <u>support@lambda256.io</u> and following the steps below:
 - a. Include "Request for Refund for LUK" in the title
 - b. User ID and the amount of LUK to be refunded
 - c. A copy of a bank statement of the account registered with the user's real name
 - 2. The Company shall send the verification results to the address of the refund request within 10 days from the date of submission of the request.
 - 3. The Company will send the refund amount (excluding the remittance fee) to the user's account within 10 days after confirmation of the details of the refund.
 - 4. Depending on the payment method, it may take a considerable time to check the user's payment, and this may result in a delay of the final processing of the refund.
 - (3) Refund will not be available if it falls under any of the following cases:
 - 5. Where the LUK is given for free for a promotional purpose, etc.
 - 6. Where the LUK is recharged using an improper method
 - 7. Where the LUK has expired in accordance with the statute of limitations for a commercial claim under the Commercial Act

Article 10 Transfer of LUK

- (1) LUK can be transferred through the Luniverse console within the limit of the amount of LUK owned by the user.
- (2) The transferability, transfer amount, transfer method, etc., of LUK may be changed depending on the Company's policy.

(3) The Members shall take full responsibility for all matters arising from their negligence when transferring LUK.

Article 11 Expiration of LUK

- (1) The expiration period of LUK is 60 months from the date of recharge or purchase.
- (2) A user may not request a refund or a return of the remaining amount of the LUK when the LUK is not used for five years and thus has expired in accordance with the statute of limitations for a commercial claim in the Commercial Act.
- (3) Any LUK given to the Members for free by the Company in a promotional event, etc. must be used within 12 months from the date issued and shall expire if it is not used within the period. However, this provision shall not apply if otherwise specified by the Company.

Article 12 Details of the Purchase of LUK and the Issuance of a New Type of Voucher

(1) Upon the purchase of LUK and the issuance of a new type of voucher, an email will be sent to inform the user of the details of the completed purchase including the following information:

The purchase of LUK is charged to the registered card instantly and its invoice is sent to the registered email of the user.

- 1. Issuer
- 2. Purchase Price (the discount rate and discount amount, if applicable)
- 3. Expiration period (only when an expiration period is set)
- 4. Conditions for use (amount available, items to be supplied, quantity, etc.)
- 5. Usage
- 6. Refund conditions and process
- 7. Matters concerning the payment guarantee or compensation insurance contracts

8. Phone number to be reached when a consumer wants to submit a complain about the service

Article 13 Payment Guarantee, etc.

(1) LUK is issued based on the credit of Lambda 256 Co., Ltd., without any separate payment guarantees or compensation insurance contracts.

[Additional Clause]

(Effective date) These Terms of Service shall take effect on October 21, 2021.

Luniverse Service Level Agreement

Article 1 Purpose

The purpose of this Service Level Agreement for the Luniverse Cloud Service ("SLA") is to specify the obligation of Luniverse ("the Company") to make commercially reasonable efforts ("Service Responsibility") to provide the Luniverse Cloud Service ("the Service") with at least 99.9% monthly uptime percentage (as defined below) in each monthly billing cycle and to set out the compensation to be provided to the Customer in the event of the Company's failure to fulfill the "Service Responsibility."

Article 2 Definitions of Terms

The following are the definitions of the terms used in this SLA:

- 1. Monthly uptime percentage (%) = 100 X [1 {the number of minutes of downtime that occurs due to reasons attributable to the Company in the month of the service/the total number of minutes of the service usage in the month}]
- 2. Downtime: The downtime is calculated with respect to the time the customer notifies the Company that the service is unavailable. If the Company identifies the downtime before the Customer notifies the

Company that a service failure has occurred, the downtime is calculated with respect to the moment the Company becomes aware of the occurrence. However, any downtime that occurs as a direct or indirect result of the SLA exclusions prescribed in Article 4 will be excluded.

3. Monthly fee: Refers to the monthly fee for each service that is subject to the calculation of monthly uptime percentage due to the occurrence of service failure and is actually paid by the customer with the discount rate applied.

Article 3 Remediation

- If a customer is provided with a "monthly uptime percentage" that is less than 99.9% due to reasons attributable to the Company and has suffered damage related to the use of service, the Company shall calculate and provide compensation for the damages using credits in accordance with the following criteria:
 Monthly uptime percentage per service Credits to be provided 99.0% 99.9% 10% of the monthly fee
 Less than 99.0% 30% of the monthly fee
- A customer may apply credits to future payments for the service in accordance with the Terms and Conditions for Credits. Credits can be issued and applied only when the monthly fee for the month exceeds US \$ 1.
- 3. A customer may request and receive credits through Contact Us in the Luniverse website or by sending an e-mail to support@lambda256.io using the steps below:
 - a. Include "Request for SLA Credits" in the title
 - b. Date and time of each service failure
 - c. The ID of the organization/the name of the chain affected
 - d. X-Lunvs-Trace-Id that is returned as a response header when the API is called

e. The customer's request log, which records errors and proves that the customer has made a claim about a service failure (any confidential or sensitive information contained in the log must be deleted or replaced with an asterisk)

- 4. A request for credits must be received by the Company by the end date of the second billing cycle after the occurrence of the incident. The Company shall issue credits within one billing cycle from the month that it acknowledges the customer's request for credits when it is confirmed that the request is valid, and the Company has failed to fulfill its Service Responsibility.
- 5. If a customer chooses not to make a request for credits or provide the information required above, the customer will not be able to receive any credits for such incident.

Article 4 SLA Exclusions

Notwithstanding any other provision, the Company will not be liable for a failure to fulfill its Service Responsibility in the following cases:

- 1. If the failure falls under the provisions in Article 28 Limitations of Legal Liability of the Luniverse Cloud Service's Terms of Service
- If the failure is caused by factors beyond the reasonable control of the Company (including force majeure and Internet access problems or Internet-related issues beyond the demarcation point of the included product)
- 3. If the failure results from the act or omission of the customer or a third party, such as a failure to recognize the recovery volume
- 4. If the failure is caused by the equipment, software or other technology of the customer or a third party
- 5. If the failure is caused by the customer's intention (including willful misconduct), omission or negligence
- 6. If the service is used by the customer for free, including a case where

the payment is made with credits.

The purpose of the SLA is to set out the requirements that must be mutually followed by Lambda 256 Co., Ltd. ("the Company") and its customers ("the Members") with regard to the use and recharge of the payment method ("LUK") for paying the network fees for the Luniverse Main Chain network ("the Network") operated by the Company.

Article 2 Definitions of Terms

The following are definitions of terms used in the LUK Terms of Service:

- (1) User: Refers to the customer who has agreed to the Terms and may use LUK with their user ID provided by the Company.
- (2) LUK: Refers to a new type of a voucher that can be purchased by the method supported by the Company and used as a payment method for paying the fees for the Network provided by the Company.
- (3) Recharge: Refers to accumulating LUK in exchange for the cash payment made to the Company by using the payment methods supported by the Company to gain a certain amount of LUK. For services provided by the Company including Luniverse (www.luniverse.io), 1 LUK per \$0.01 is charged when LUK is purchased with the payment methods.
- (4) Refund: Refers to getting the cash back for the LUK recharged through the payment methods supported by the Company or disabling a payment with the methods including canceling the payment approval by payment methods, etc.

Article 3 Use of LUK

- (1) A user may use LUK to pay the network fees for the Network when making transactions on the Network.
- (2) A user's access of service may be restricted if the user has not completed a user verification process before using LUK or has not been verified by the process.
- (3) After the payment information is entered, the Company shall be

deemed to be allowed to keep the payment information of the member for the purpose of convenience for users, user verification for each payment method, and billing for the member. In this case, the Company must keep the data of the member's information encrypted and can never share the data with any third party without the member's consent.

- (4) The entered payment information is considered financial information since it is required for the use of LUK. If a member steals and uses another person's financial information at his or her own discretion, the member will be restricted from using the service and held legally liable.
- (5) The Company shall allow a user to check the balance of LUK when the user has recharged or used LUK in accordance with Paragraph (1), and the user shall promptly confirm and notify the balance to the Company when he or she has recharged or used LUK. In this case, the Company may take necessary measures after checking the details of the user's recharge or usage of LUK.
- (6) The Company may specify the paid services that can be paid for with LUK, and they may be added, changed or removed in accordance with the Company's policy.
- (7) The Company may place restrictions on or apply age ratings to the use of the Internet service to comply with ratings and age requirements as prescribed by the Youth Protection Act for its users.

Article 4 Deductions from LUK

- (1) The recharged LUK will be deducted immediately upon payment of the fees charged for using the network.
- (2) If a user has recharged or used LUK in an improper way, the corresponding amount of LUK may be forcibly deducted from the balance of LUK owned by the user, and the user's access to the service may be restricted.

Article 5 Restrictions on Use of LUK

(1) A user shall not engage in any of the following activities, and in case of

violation, the Company may suspend the user from using LUK:

- 1. Illegal use of another person's ID or password
- 2. Illegal use of another person's name or personal information to access the service
- 3. Any activity of stealing the payment information of others, etc., or making transactions in a fraudulent activity
- 4. Use of LUK in a place where it is not allowed to use LUK
- 5. Any activity that interferes with the use of LUK by another user or hinders the provision of the LUK service
- 6. Use of the LUK service in a manner that violates the Terms
- 7. Any breach of the relevant laws and regulations
 - (2) When the Company places restrictions on the use of LUK, it shall give the user an opportunity to explain themselves by notifying the user by e-mail or SMS, as specified by the user, of the details of the restriction and the procedure for providing an explanation.
 - (3) If the user has not logged in to the homepage or has not recharged or used LUK for more than one year, the user's account will be considered inactive, and access to the cash in the inactive account may be suspended to protect the customer.
 - (4) The Company shall keep the suspended LUK safely as prescribed in Article 5 (3) and allow the user to use it after completing a user verification process if they wish to do so.
 - (5) When a user submits a request for a refund of his/her LUK account, the LUK will be immediately suspended from use.

Article 6 Methods and Types of Recharging LUK

- (1) LUK can be recharged using the payment methods specified by the Company, and the minimum amount may vary depending on the charging method.
- (2) The use of the payment methods supported by the Company may be restricted in accordance with the Company's operation policy.

(3) If a minor fraudulently uses another person's personal or billing information to recharge LUK or pay a network fee with the LUK, such use cannot be cancelled by the person(s) with parental rights or the legal guardian.

(5) If a recharge request is not processed properly due to a failure in the system provided by the Company, the recharge process may be performed again for the LUK.

Article 7 Request for a Cancellation of the Use of LUK (Reporting a Service Failure)

- (1) A user cannot cancel his or her use of LUK once the LUK has been used and deducted.
- (2) If a user has paid the network fees with the recharged LUK but has not been able to complete the transaction normally due to service failure or any other reason attributable to the Company, the user may request the return of the LUK which has already been deducted.
- (3) Notwithstanding the above, a user is not allowed to cancel their use of LUK after 10 days from the payment of the network fees. Please be careful when requesting a cancellation of the use of LUK or reporting a service failure.

Article 8 Refund of LUK

- (1) A user may request a refund for the remaining amount of LUK purchased with the payment methods supported by the Company, in accordance with the standard terms of the use of a new type of voucher, if the user has used an amount equal to or greater than 60% of the amount stated when the LUK was last recharged (80% if it is not greater than 10,000 won) within the expiration period.
- (2) After the expiration period (unless it is not expired under Article 11(4) of the Terms), a user may receive a refund of 90% of the unused LUK.

Article 9 Refund Process for LUK

- (1) The refund process for LUK is as follows:
 - To request a refund, a user shall submit a request for a refund through Contact Us in the Luniverse website (<u>www.luniverse.io</u>) or by sending an e-mail to <u>support@lambda256.io</u> and follow the steps below:
 - a. Include "Request for Refund for LUK" in the title
 - b. User ID and the amount of LUK to be refunded
 - c. A copy of a bank statement of the account registered with the user's real name
 - 2. The Company shall send the verification results to the address of the refund request within 10 days from the date of submission of the request.
 - 3. The Company will send the refund amount (excluding the remittance fee) to the user's account within 10 days after confirmation of the details of the refund.
 - 4. Depending on the payment method, it may take a considerable time to check the user's payment, and this may result in a delay of the final processing of the refund.
 - (3) Refund will not be available if it falls under any of the following cases:
 - 5. Where the LUK is given for free for a promotional purpose, etc.
 - 6. Where the LUK is recharged using an improper method
 - 7. Where the LUK has expired in accordance with the statute of limitations for a commercial claim under the Commercial Act

Article 10 Transfer of LUK

- (1) LUK can be transferred through the Luniverse console within the limit of the amount of LUK owned by the user.
- (2) The transferability, transfer amount, transfer method, etc., of LUK may be changed depending on the Company's policy.
- (3) The Members shall take full responsibility for all matters arising from

their negligence when transferring LUK.

Article 11 Expiration of LUK

- (1) The expiration period of LUK is 60 months from the date of recharge or purchase.
- (2) A user may not request a refund or a return of the remaining amount of the LUK when the LUK is not used for five years and thus has expired in accordance with the statute of limitations for a commercial claim in the Commercial Act.
- (3) Any LUK given to the Members for free by the Company in a promotional event, etc. must be used within 12 months from the date issued and shall expire if it is not used within the period. However, this provision shall not apply if otherwise specified by the Company.

Article 12 Details of the Purchase of LUK and the Issuance of a New Type of Voucher

- (1) Upon the purchase of LUK and the issuance of a new type of voucher, an email will be sent to inform the user of the details of the completed purchase including the following information:
 - 1. Issuer
 - 2. Purchase Price (the discount rate and discount amount, if applicable)
 - 3. Expiration period (only when an expiration period is set)
 - 4. Conditions for use (amount available, items to be supplied, quantity, etc.)
 - 5. Usage
 - 6. Refund conditions and process
 - 7. Matters concerning the payment guarantee or compensation insurance contracts
 - 8. Phone number to be reached when a consumer wants to submit a complain about the service

Article 13 Payment Guarantee, etc.

(1) LUK is issued based on the credit of Lambda 256 Co., Ltd., without any separate payment guarantees or compensation insurance contracts.

[Additional Clause]

(Effective date) These Terms of Service shall take effect on October 21, 2021.

Luniverse Service Level Agreement

Article 1 Purpose

The purpose of this Service Level Agreement for the Luniverse Cloud Service ("SLA") is to specify the obligation of Luniverse ("the Company") to make commercially reasonable efforts ("Service Responsibility") to provide the Luniverse Cloud Service ("the Service") with at least 99.9% monthly uptime percentage (as defined below) in each monthly billing cycle and to set out the compensation to be provided to the Customer in the event of the Company's failure to fulfill the "Service Responsibility."

Article 2 Definitions of Terms

The following are the definitions of the terms used in this SLA:

- Monthly uptime percentage (%) = 100 X [1 {the number of minutes of downtime that occurs due to reasons attributable to the Company in the month of the service/the total number of minutes of the service usage in the month)]
- 2. Downtime: The downtime is calculated with respect to the time the customer notifies the Company that the service is unavailable. If the Company identifies the downtime before the Customer notifies the Company that a service failure has occurred, the downtime is calculated with respect to the moment the Company becomes aware of the occurrence. However, any downtime that occurs as a direct or

indirect result of the SLA exclusions prescribed in Article 4 will be excluded.

3. Monthly fee: Refers to the monthly fee for each service that is subject to the calculation of monthly uptime percentage due to the occurrence of service failure and is actually paid by the customer with the discount rate applied.

Article 3 Remediation

1. If a customer is provided with a "monthly uptime percentage" that is less than 99.9% due to reasons attributable to the Company and has suffered damage related to the use of service, the Company shall calculate and provide compensation for the damages using credits in accordance with the following criteria:

Monthly uptime percentage per service	Credits to be provided
99.0% – 99.9%	10% of the monthly fee
Less than 99.0%	30% of the monthly fee

- A customer may apply credits to future payments for the service in accordance with the Terms and Conditions for Credits. Credits can be issued and applied only when the monthly fee for the month exceeds US \$ 1.
- 2. A customer may request and receive credits through Contact Us in the Luniverse website or by sending an e-mail
 - to support@lambda256.io using the steps below:
 - a. Include "Request for SLA Credits" in the title
 - b. Date and time of each service failure
 - c. The ID of the organization/the name of the chain affected
 - d. X-Lunvs-Trace-Id that is returned as a response header when the API is called
 - e. The customer's request log, which records errors and proves that the customer has made a claim about a service failure (any

confidential or sensitive information contained in the log must be deleted or replaced with an asterisk)

- 3. A request for credits must be received by the Company by the end date of the second billing cycle after the occurrence of the incident. The Company shall issue credits within one billing cycle from the month that it acknowledges the customer's request for credits when it is confirmed that the request is valid, and the Company has failed to fulfill its Service Responsibility.
- 4. If a customer chooses not to make a request for credits or provide the information required above, the customer will not be able to receive any credits for such incident.

Article 4 SLA Exclusions

Notwithstanding any other provision, the Company will not be liable for a failure to fulfill its Service Responsibility in the following cases:

- 1. If the failure falls under the provisions in Article 28 Limitations of Legal Liability of the Luniverse Cloud Service's Terms of Service
- If the failure is caused by factors beyond the reasonable control of the Company (including force majeure and Internet access problems or Internet-related issues beyond the demarcation point of the included product)
- 3. If the failure results from the act or omission of the customer or a third party, such as a failure to recognize the recovery volume
- 4. If the failure is caused by the equipment, software or other technology of the customer or a third party
- 5. If the failure is caused by the customer's intention (including willful misconduct), omission or negligence
- 6. If the service is used by the customer for free, including a case where the payment is made with credits.
 - o @ The Company can issue "credits" for its Customer, which can be

used in the Service. The details of the "Credits," including the terms of use of "Credits" and other conditions of use for the "Credits," are as follows:

- 7. Only a customer who has received the credits can use the credits. Credits can only be used for the products provided directly by Lambda 256 Co., Ltd. in the Luniverse Cloud Service (www.luniverse.io), and they cannot be used for products offered by a third party solely or jointly with Lambda 256 Co., Ltd through the Luniverse Cloud Service. If a customer uses a product that cannot be purchased using credits or spends more than the credits received, the exceeding amount will be charged to the customer.
- 8. Credits can only be used within the expiration period and cannot be carried forward or refunded after the expiration date.
- 9. When a customer has a large number of credits, the credits with the earliest expiration date will be applied first.
- 10. For customers who receive discounts on promotions, additional discounts shall be applied after the credits are applied first.
- 11. The Luniverse Cloud Service reserves the right to cancel credits at any time, and any expired or canceled credits will not be refunded.
- 12. In case a customer breaches the terms of service of the Luniverse Cloud Service, the credits given may be withdrawn by the Luniverse Cloud Service.
- 13. Customers are not allowed to sell their credits in cash or for a payment. In case of a violation, issued credits will be withdrawn, and the customer may be held legally liable for resulting damage.