

TERMS OF SERVICE

These terms of service (“Terms”) apply to any users (“Users” or “You”) using the current and future versions of the communication service (“HeyG”) owned and provided by Cobra Inc. (the “Company”, “We” or “Us”). PLEASE CAREFULLY READ THESE TERMS BEFORE USING OUR SERVICE. BY ACCESSING AND USING HeyG, YOU AGREE TO BE BOUND BY THE TERMS SET FORTH HEREIN . IF YOU DO NOT AGREE WITH THESE TERMS , PLEASE IMMEDIATELY TERMINATE YOUR USE OF HeyG.

The Supplementary Terms, which can be found at the end of the Terms, may apply in addition to the Terms respectively to Users having residence in certain countries.

CHAPTER 1. General Provisions

1. Purpose

The purpose of these Terms is to set forth the respective rights, obligations and responsibilities of the Company and You with regard to Your use of HeyG on Your personal computer or mobile device (collectively , “**Device** ”), either by downloading the service application (the “HeyG **App**”) from Google Play Store or Apple App Store (“**Application Store(s)**”) or by accessing the service website provided by the Company . Please note that these Terms govern the legal relationship between You and the Company, and that Your relationship with the Application Stores are subject to the respective terms and conditions of the Application Stores.

2. Changes to these Terms

The Company reserves the right to modify these Terms from time to time as it deems necessary , to the extent that such modification does not violate relevant laws and regulations. In the event the Company changes the contents of these Terms, the Company will notify the Users the details of, reasons for and effective date of the change at least seven (7) days prior to the effective date of such change; provided, however, if the change of the contents of these Terms is unfavorable to the Users, the Company will notify the Users at least thirty (30) days prior to the effective date of such unfavorable change . Your continued use of HeyG and/or the HeyG App after the effective date of a change to these Terms will constitute Your acceptance of the change. However, changes that benefit Users or changes due to legal reasons may become effective immediately.

3. Additional Terms

Any matters that are not stipulated in these Terms shall be governed by the relevant laws and regulations, the Company’s Terms of Service of individual services, and the operation policies and rules set forth by the Company.

4. Notification and Communication to Users

1. When the Company contacts the Users in relation to HeyG, it will do

so by posting on an appropriate space on the Company's website, by using the information supplied by the Users, or by any other method that the Company reasonably believes to be appropriate.

1. If there is any change to the information that a User entered when registering for service membership, the User must modify such information or notify the Company of the same, and the Company shall not be liable for any disadvantages resulting from the User's failure to do so.

CHAPTER 2. Ownership and Relevant Licenses Regarding HeyG and HeyG App

1. Ownership of HeyG and HeyG App

1. Unless stipulated otherwise by law or contract, all exclusive and proprietary ownership rights in HeyG, HeyG App, service website, these Terms, Privacy Policy, User Guidelines and any related documentation and information (collectively, the "**Company Assets**") belong solely to the Company.
1. The Company Assets are protected by copyright laws and other relevant laws, including international intellectual property laws and treaties. The Company Assets include trade secrets and exclusive information that are confidential and proprietary to the Company, and You agree to take all necessary actions to respect and protect the confidentiality of such trade secrets and exclusive information.
1. Any new releases, modifications, and enhancements to the Company Assets belong solely to the Company and (if applicable) its licensors. There is no implied license, right, or interest granted to You with regard to the provision of HeyG and the HeyG App, and the Company hereby expressly reserves all rights in the Company Assets, and any contents thereof, which are not expressly granted to You hereunder.

2. Scope of License Regarding HeyG App

1. The Company grants You a personal, limited, non-commercial, non-exclusive, non-sublicensable, non-assignable, revocable license to download, install, and use a copy of the HeyG App, in object code format, only on Your Device for the sole purpose of personally using HeyG. You only obtain a license to use the object code version of the HeyG App, and You do not have any right whatsoever in the original source code of the HeyG App. You may only use the Company Assets for the sole purpose of personal use of HeyG.

1. If You use the HeyG App in a manner that exceeds the scope of the

license granted to You under these Terms, the Company may revoke or cancel the license it has granted to You at any time. The Company will notify You without delay of the reason for revocation/cancellation of the license, except in the event that notification is not permitted under law (e.g., if it violates a statute or a regulatory authority's order, or results in an obstruction to a regulatory investigation) or the Company reasonably determines that notification may result in damage to the Users, third parties, or the Company (e.g., if it impairs the security of HeyG).

3. Scope of License Regarding Your Information

You hereby grant the Company a free license to access, collect and use, in accordance with relevant laws and regulations as well as the Company's Privacy Policy, the address books, contact lists, and unique phone identifiers (IMEI, Unique Device ID, etc.) contained in the Device to which You have downloaded the HeyG App in order to use HeyG

4. Content License

In the event You upload or otherwise provide voice, audio (e.g., music or other sounds), pictures, photos, text (e.g. dialogues, comments and scripts), branding (e.g., brand name, trademark, service mark or logo), interactive features, software, metrics and other type of materials (collectively, "**Content**") on HeyG, You hereby grant the Company and its affiliates a non-exclusive, perpetual, unlimited, royalty-free, worldwide, sub-licensable, irrevocable and transferable license regarding such Content. The Company and/or its affiliates may use, host, store, reproduce, modify, edit, adapt, perform, display, broadcast, distribute, rent, publicly transmit, or otherwise use or create derivative works in connection with Your Content in accordance with the above license.

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5. Restrictions

1. You only obtain a limited license to use the object code version of the HeyG App.
1. You shall not use the Company Assets for any commercial purposes.
1. You shall not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Company Assets.
1. You shall not sublicense, sublease, lease, lend, assign, sell, license, distribute, rent, export, re-export, or grant other rights in the Company Assets to any third party, and any attempt by You to take such action shall be void.
1. You shall not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Company Assets, in particular HeyG and the HeyG App, by any means whatsoever.
 1. You shall not remove, obscure, or alter any copyright and/or other proprietary

notices contained in or otherwise connected to the Company Assets, or any contents thereof.

1. You shall not destroy, disable or circumvent any copyright protection or other digital rights management mechanism put in place for the protection of the copyrights and other intellectual property rights of the Company Assets.

CHAPTER 3. Execution of Service

Use Agreement

1. Execution of Service Use Agreement

1. The service use agreement between You and the Company is concluded when You register for service membership in accordance with the procedures set by the Company prior to using **HeyG** and the Company accepts Your registration.

1. In registering for service membership, You must enter only true and accurate information. You will be responsible for any disadvantages and/or legal liability resulting from Your entering of false information.

1. The Company will accept Your registration for service membership pursuant to Paragraph (a) without delay, but may not accept Your registration in any of the following cases. If any of the following cases are found to be true after the Company's acceptance of Your registration of service membership, the Company may immediately take appropriate restrictive measures, such as suspending Your service account or deleting Your Content and personal information. The Company will notify You without delay of such restrictive measures and the reasons therefor, except in the event that notification is not permitted under law (e.g., if it violates a statute or a regulatory authority's order, or results in an obstruction to a regulatory investigation) or the Company reasonably determines that notification may result in damage to the Users, third parties, or the Company (e.g., if it impairs the security of HeyG):

1. Your service membership was created using a false or another person's name;

1. You entered false information or omitted information requested by the Company;

1. You are under the age of 17; or

1. Other instances in violation of relevant laws, regulations or standards set by the Company.

2. Eligibility

1. HeyG may not be used in any jurisdiction where such a type of services is prohibited.

1. HeyG is intended solely for users who are seventeen (17) years of

age or older. Any attempt to access or use HeyG by anyone under the age of seventeen (17) is strictly prohibited and shall be considered a material violation of these Terms.

1. You hereby affirm that You fully understand these Terms and are able and competent to comply with these Terms. You may only use HeyG if You are deemed capable of understanding and complying with these Terms.

CHAPTER 4. Rights and Obligations of Parties

1. Prohibited Acts

You shall not engage in any illegal activities with respect to the Company Assets, including the following acts, and in the event You commit or attempt to commit such acts, You may be subject to civil and/or criminal charges in accordance with relevant laws and regulations.

1. You shall not use the Company Assets for any illegal purpose or any purpose not explicitly authorized herein.
1. You shall not engage in any acts that cause impairments to HeyG by damaging, disabling or overburdening the Company Assets.
1. You shall not transmit worms, viruses, or any code of a destructive nature using the Company Assets.
1. in using HeyG, You shall not commit any of the following acts nor any acts that amount to any of the following acts that the Company may reasonably deem to be inappropriate in light of the purpose, etc. of providing HeyG:
 1. Violation of laws and regulations, rulings, decisions and orders of the court, and/or administrative measures that are legally binding;
 1. Acts that undermine, or are likely to undermine, public order or moral customs;
 1. Infringement of intellectual property rights (e.g., copyrights, trademarks, patents, design rights, etc.), rights of reputation, privacy rights, or other statutory or contractual rights of the Company and/or third parties;
 1. Transmission or posting of excessively violent expressions, explicit sexual expressions, discriminatory expressions concerning race, nationality, belief, gender, social status, etc., expressions that entice or promote suicide, self-harm, drug abuse, and other expressions that contain anti-social content and are offensive to others;
 1. Impersonation of the Company and/or third party, or intentionally disseminating false information;
 1. Sending the same or similar photos, voice and/or text messages, etc. to an unspecified number of Users, indiscriminately adding other Users as friends, and other acts that the Company has determined as spam;

1. Acts for the purpose of sales, propaganda, advertising, solicitation, or other profit-making (excluding those permitted by the Company), sexual or obscene acts, soliciting or enticing prostitution, slandering, defaming or insulting other Users, or using HeyG for any purpose other than those prescribed therein;
1. Providing benefits to, sympathizing with or supporting criminal organizations and/or anti-social groups that engage in terrorism, violence, drugs, human trafficking, etc.;
1. Encouraging other Users to participate in religious activities or join religious organizations;
1. Acts that interfere with the server and network system of HeyG, acts of illegally manipulating HeyG by using BOT, cheating tools, or other technical means, acts of intentionally using HeyG's system failures, acts of making unfair inquiries or requests to the Company (e.g., excessively repeating the same inquiry), or other acts that obstruct or hinder the Company's operation of or other Users' use of HeyG;
1. Generating data through recording, screen capturing, photographing, etc., in the course of using HeyG, or leaking such generated data to a third party or distributing it through a third party; or
1. Aiding or encouraging any of the acts falling under any of ix. through xi. above.
1. You shall not alter another website so as to falsely imply that it is affiliated with the Company and/or the Company Assets.
1. You shall not use the Company Assets or falsely imply that You are affiliated with the Company and/or the Company Assets for any commercial purpose.
 1. You shall not use or access any of HeyG by any means other than through the interface provided by HeyG.
 1. You shall not exchange the right to use HeyG for cash, property or other economic benefits other than as permitted by the Company.
 1. You shall not commit or engage in any acts that are in violation of these Terms, User Guidelines, etc.

2. Prevention of Unauthorized Use

The Company reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized and/or illegal use of HeyG, including, but not limited to, technological barriers, IP mapping, and directly contacting Your wireless (cellular) carrier.

3. Protection of Personal Information

The Company strives to protect Your personal information as provided by relevant laws and regulations.

4. Feedback

Any comments, suggestions, or feedback relating to **HeyG** and/or the HeyG App (“**Feedback**”) submitted by You to the Company shall become the property of the Company. The Company will have exclusive ownership of all rights to the Feedback. The Company will be entitled to use the Feedback for any commercial or other purpose whatsoever, without any compensation to You or any other person, and will not be required to treat any Feedback as confidential. You agree that You do not acquire any right in or to HeyG and/or the HeyG App (or any changes, modifications or corrections thereto) by virtue of any Feedback. You acknowledge that the Company will not be responsible for whatever Feedback that You submit, including its legality, reliability, appropriateness, originality, and copyright.

5. Assignment

You are not allowed to assign any rights or obligations hereunder. The Company is allowed, in accordance with procedures set forth in relevant laws and regulations, to assign any rights or obligations hereunder or regarding the Company Assets to any third party.

CHAPTER 5. Use of Services

Section 1. Content of Service

1. General Provisions

1. You use HeyG under Your own responsibility and shall be fully responsible for all acts and consequences thereof arising within HeyG. When You register a password for the use of HeyG, You must strictly manage it under Your own responsibility in order to prevent misuse. The Company may regard any and all acts made using Your registered password as Your own.
1. The Company may change all or parts of HeyG at any time if it deems it necessary to improve the performance or security of HeyG, to change its features or composition, to comply with laws and regulations, or to prevent illegal activities on or abuse of HeyG’s system. In such case, in principle, a prior notice shall be given to the Users regarding any material changes or suspensions that adversely affect the Users. However, if prior notice is not reasonably possible, if measures are needed to improve the security or compatibility of HeyG, or if it is necessary for the prevention of abusive acts or compliance with legal requirements and so on, such notice may be given ex post facto. If the Company cannot disclose the reasons or contents of any change, etc. in detail, the Company will explain the reason thereof.
1. The Company provides customized services and advertisements to Users by using User information such as service use records. This means that

advertisements may be included as part of HeyG provided by the Company. You may sometimes have to view unwanted advertisements using HeyG. Such advertisements contribute to the Company's ability to provide You with HeyG free of charge by default and furthermore serves as a foundation for the Company to invest in research and development in order to better serve Users. Meanwhile, in order to provide better service, the Company may display on HeyG or directly send to the Users' e-mail addresses various information, including notices in relation to the use of HeyG, administrative messages and other advertisements.

1. The Company employs its utmost efforts to provide the best service to the Users. However, HeyG may be temporarily suspended due to maintenance of facilities, regular and/or irregular inspection for repair, or other substantial reasons; in such case, the suspension will be notified in advance on the HeyG service screen, unless there are urgent circumstances such as compliance with legal requirements or maintenance of service security, etc.
1. The Company monitors Your Content in various ways, including automated and human methods, to the legal and technological extent permitted, in order to detect Content in violation of relevant laws, these Terms and/or the User Guidelines, or Content that is inappropriate and/or indecent. You understand and agree that the Company may monitor or review any and all Content that You transmit or share through HeyG, including Your voice chat screen.

2. Affiliated Partner Services

HeyG may include services and/or content provided by third-party service providers affiliated with the Company. The responsibility for such services and/or content lies with the third-party service providers. In addition, the service terms and conditions of the third-party service providers may apply to such services and/or content. As such, please refer to the service terms and conditions and privacy policy of the applicable third-party service providers as necessary.

3. Advertising

The Company may place advertisements of the Company and/or third parties within HeyG.

Section 2. Fee-Based Services

1. Purchase of Fee-Based Services

1. **Subscription Services**

The Company may offer additional services, such as discounts for a certain period of time, provision of a certain number of Products and so on, and relevant features on a subscription basis if You pay certain set prices

(“Subscription Services”).

Renewal and Cancellation of Subscription Services

Subscription Services are renewed automatically . If You do not wish to renew, You must cancel Your Subscription Services twenty four (24) hours prior to the expiration of Your current subscription period.

Changes to Subscription Services

The Company reserves the right to suspend or change the contents of Subscription Services with reasonable prior notice. In addition, changes to Subscription Services that are unfavorable to the Users will take effect at least thirty (30) days after the Company notifies the Users of such change . However , if the Company cannot give prior notice due to unavoidable circumstances , such as the occurrence of a bug, device defect, or security issues, changes may be implemented without notice.

Your continued use of the changed Subscription Services will constitute Your acceptance of and agreement to such change.

1. Gems and Coins

Gems and Coins (collectively , “**Gems, Etc.**”) are granted to Users through purchase within HeyG , promotions , or other methods designated by the Company. The Company shall determine and display on HeyG the purchase units of Gems, Etc., payment methods, and other conditions for granting of Gems, Etc. However , Coins may only be purchased and/or used when using HeyG through the service website.

Exchange of Gems, Etc.

Gems, Etc. may not be exchanged for cash, property or other economic benefits other than services and/or content designated by the Company . Terms and conditions for the exchange of services and/or content shall be determined by the Company and displayed on HeyG.

Transfer of Gems, Etc.

Gems, Etc. may be used only on the account that acquired such Gems, Etc. and cannot be transferred to another account except through methods as acknowledged by the Company.

Expiration Period of Gems, Etc.

Gems, Etc. may be used for five (5) years from the date of purchase and will expire after five (5) years from the date of purchase . However , the expiration period for Gems, Etc. that Users acquired through methods other

than purchasing shall be in accordance with the conditions determined by the Company.

1. **Payment of Charges**

If You purchase any Subscription Services, Gems, Etc. and/or other fee-based services (collectively, “**Products**”), You hereby agree to pay all charges to Your account, including taxes and fees applicable to the Company and You.

You agree to abide by any relevant terms of services of the Application Stores and to perform any contractual obligations resulting therefrom.

You agree that if You purchase any Products through an Application Store, all payment related questions, issues and/or complaints shall be handled in accordance with the relevant Application Store’s terms of service for payment processing. The Company is not authorized to intervene with regard to the foregoing, and in no event will the Company have any responsibility in connection with the same.

The Company cannot change the settings of Your Device. If You, based on Your own judgement, purchase Products, such as Subscription Services and/or Gems, Etc., by setting up simple payment functions that omit authentication procedures on Your Device, the Company cannot be involved in such process and shall not be held liable for the same.

1. **Liability for Payment Using Third-Party Payment Processing Methods**

You are responsible for all claims arising in connection with Your account, unless Products are purchased as a result of the leaking of Your personal information due to the Company’s intentional misconduct or gross negligence. The Company shall not be held liable for any purchases made by third parties as a result of theft of Your name or personal information, including purchases made by third parties caused by Your careless exposure of Your information or failure to use the password setting functions of Your Device or the Application Stores.

Please be careful not to allow Your acquaintances, children or family members to use Your Device to purchase any Products. Except as otherwise provided under relevant laws, You will be liable for payment of, and the Company shall not assume any liability for, the purchase of Products by any of Your acquaintances, children or family members without Your consent or against Your will.

2. Refunds

Unless otherwise specified in these Terms or required under applicable law, any Products including the following are not refundable, in any event, after purchase:

1. Products that are in the possession of any Users whose use of HeyG has been suspended due to a violation of these Terms or illegal acts;

1. Products which have been used in whole or in part;
1. Products that were purchased more than five (5) years ago;
1. Products that remain at the time of one (1) year from Your last use of HeyG; and
1. Products that are in the possession of any Users who have terminated use of HeyG or removed the HeyG App.

You may discontinue future Subscription Services at any time. Please note that if You choose to cancel Your Subscription Services after the subscription period commences, a penalty (10% of the charges corresponding to the remaining subscription period) will be incurred for cancellation, as well as any third party payment processing fees and costs proportional to the amount of subscription period that has lapsed. In addition, at the time of cancellation, if You have already used any Products and/or Items that You received as part of the Subscription Services, the costs for such used Products and/or Items may be deducted from the amount that is refunded to You. When Subscription Services have been duly cancelled, Products that were granted as part of such Subscription Services may be reclaimed by the Company.

In addition, refunds for any and all Products as permitted under the applicable laws of Your jurisdiction will be processed, and may be limited, in accordance with the refund policies of the third party providing the payment processing services (i.e., Application Stores) that You used to purchase the Product. Therefore, We recommended that You check the respective refund provisions and policies of such third parties.

Minors

If a User is a minor (under nineteen (19) years of age) or a person with limited competence as defined under law, the consent of the User's parents or legal representative is required to purchase any Products. If a minor purchases a Product without the consent of his/her legal representative, the minor and/or legal representative may cancel the purchase. However, if a minor's purchase is made within the scope of disposable property permitted by his/her legal representative, or if the minor uses trickery, such as using payment information of an adult without consent, to cause the Company to believe that he/she is not a minor, such purchase may not be canceled even if it was made without the consent of the legal representative.

CHAPTER 6. Third Parties Relating to Service Use

1. Third Party Beneficiaries

If You download the HeyG App from an Application Store, You acknowledge and agree that the Application Store is a third party beneficiary of these Terms, and that, upon Your acceptance of these Terms, the Application Store will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary hereof. You agree that Your license to use HeyG

and/or the HeyG App is conditioned upon Your compliance with all applicable third-party terms of agreement, including those of any Application Store, as may be applicable.

2. Authority to Use Bandwidth and Device

1. If Your use of HeyG is dependent upon the use of bandwidth owned or controlled by a third party, You acknowledge and agree that You must obtain consent from the relevant third party for such use and that the Company will not be liable in any way with regard to the foregoing.
1. You must own or have the legal right to control the use of the Device to which You are downloading the HeyG App and/or through which You are accessing the website that provides HeyG. You must delete the HeyG App and related personal information from the Device if You intend to sell, assign or otherwise cease to have the legal right to control use of the Device. You will be solely responsible for any problems that may result from Your failure to delete the same.

3. Use of Third-Party Software

These Terms also apply to Your use of any third-party software or technology that is incorporated in HeyG.

4. No Access to Emergency Communication Services

HeyG does not constitute common telecom service as classified under relevant laws. Therefore, due to physical limitations, the Company does not support or carry emergency call services to any type of medical institutions, law enforcement agencies, etc. for the Users. Please note that HeyG is not a replacement for Your primary telephone service.

5. Third-Party Fees

If You use Your native SMS application to deliver messages or invitations to people who are not registered users of HeyG and with whom You choose to communicate, the third party providing such SMS services may charge You additional fees for such use.

6. Third-Party Sites, Products, and Services

HeyG may include links or references to other websites and/or services provided by third parties (collectively, "**Reference Sites**") solely for the convenience of the Users. The Company is not liable for any representations and/or warranties regarding any such Reference Sites, and ACCESS AND USE OF REFERENCE SITES IS SOLELY AT YOUR OWN RISK. We encourage You to read the terms and conditions and privacy policy of any Reference Sites that You visit. In addition, Your correspondence or business dealings with advertisers found on or through Reference Sites are solely between You and such advertiser.

CHAPTER 7. Termination of Service and

Restrictions of Use

1. Termination of Service by You

You may terminate Your use of **HeyG** at any time by uninstalling and deleting the HeyG App from Your Device. If You wish to delete Your account, You may do so through “About HeyG >Delete Account” in the Settings of the HeyG App. IF YOU HAVE SUBSCRIBED TO ANY SUBSCRIPTION SERVICES, YOU MUST TERMINATE YOUR SUBSCRIPTION SERVICES BEFORE DELETING YOUR ACCOUNT. Any and all liability that occur as a result of Your failure to do so will be Your sole responsibility.

2. Termination of Service by the Company

1. If the Company determines that any of the following has occurred, or that there is sufficient probability that it may occur, the Company may limit Your use of HeyG and/or suspend, temporarily or permanently, Your account. Unless applicable laws stipulate otherwise, the Company shall not be liable with regard to such limitation and termination of service provision:

1. If You use HeyG and/or the HeyG App in a manner that exceeds the scope permitted under Chapter 2, or You are in breach of Article 2, Chapter 3 and/or Article 1, Chapter 4 of these Terms;

1. If You commit illegal acts such as piracy, fraud, defamation, violation of the Act on Special Cases Concerning the Punishment, Etc. of Sexual Crimes and/or the Act on the Protection of Children and Youth Against Sexual Offenses, etc.;

1. If You commit or engage in account hacking, theft of name, fraudulent use of credit cards or other inappropriate acts relating to purchase or payment;

1. If any purchase of Products has been cancelled pursuant to Article 3, Section 2, Chapter 5;

1. If You infringe a third party's intellectual property rights, moral rights, propriety rights, etc.; or

1. If the Company reasonably deems that You have committed an act that is immoral in light of social norm.

1. The Company will notify You without delay of the reasons for any such suspension or termination of service provision, except in the event that notification is not permitted under law (e.g., if it violates a statute or a regulatory authority's order, or results in an obstruction to a regulatory investigation) or the Company reasonably determines that notification may result in damage to the Users, third parties, or the Company (e.g., if it impairs the security of HeyG).

1. The Company may delete Your account information after prior notice to You,

which may result in termination of the Service Use Agreement in relation to HeyG, if You have not logged on or accessed HeyG for a period that is specified under relevant laws and regulations, these Terms, or the Company's separate operation policies related to HeyG. However, if the Company is unable to notify You (e.g., You did not provide a valid e-mail address to the Company at the time of registration for service membership), Your account may be deleted without notice.

CHAPTER 8. Indemnification and Warranty Disclaimers

1. INDEMNIFICATION

YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, ITS LICENSORS, ITS PARTNERS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND SUPPLIERS (COLLECTIVELY "**THE COMPANY PARTIES**"), FROM AND AGAINST ANY AND ALL DAMAGES THAT RESULT FROM CLAIMS AND/OR ACTIONS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF (i) YOUR VIOLATION OR BREACH OF ANY PROVISION OF THESE TERMS OR ANY APPLICABLE LAW OR REGULATION, (ii) YOUR VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY, (iii) YOUR USE OF HeyG AND/OR THE COMPANY ASSETS FOR AN UNJUSTIFIED PURPOSE, (iv) ANY DISPUTE WITH ANOTHER USER RESULTING FROM YOUR USE OF HeyG AND/OR COMPANY ASSETS, OR (v) ANY TAXES AND FEES RELATED TO YOUR PURCHASE IN CONNECTION TO HeyG. The Company Parties reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify the Company Parties. You agree not to settle any matter without the prior written consent of the Company, and any settlement executed without such consent of the Company will be null and void against the Company Parties.

2. WARRANTY DISCLAIMERS

1. HeyG is provided to You "AS IS" and "AS AVAILABLE" with no warranties.

The Company hereby disclaims all warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory, or otherwise, including, without limitation, warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, title, non-infringement, and accuracy of information generated.

1. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF HeyG, UNLESS STIPULATED OTHERWISE BY

LAW. You can resolve any issues by uninstalling the **HeyG** App from Your Device and ceasing Your use of the same.

1. THE COMPANY DOES NOT WARRANT , EXPRESS OR IMPLIED , THAT HeyG AND/OR THE HeyG APP WILL BE WITHOUT ACTUAL AND/OR LEGAL DEFECT (INCLUDING DEFECTS RELATING TO SAFETY , RELIABILITY , ACCURACY , COMPLETENESS , VALIDITY , FITNESS FOR A PARTICULAR PURPOSE , SECURITY , ERRORS AND BUGS , AND NON – INFRINGEMENT). The Company is not liable in any way to remove or correct any such defects and provide HeyG to You.
1. THE COMPANY DOES NOT WARRANT THAT THE CONTENT DISPLAYED OR TRANSMITTED ON OR THROUGH HeyG AND/OR THE HeyG APP WILL BE UNINTERRUPTED , OR FREE OF ERRORS , VIRUSES OR OTHER HARMFUL COMPONENTS , AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

3. LIMITATION OF LIABILITY

1. EXCEPT FOR DIRECT DAMAGES CAUSED BY THE COMPANY 'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE , IN NO EVENT SHALL THE COMPANY BE LIABLE, WHETHER BASED IN CONTRACT , TORT (INCLUDING NEGLIGENCE) , OR ANY OTHER LEGAL THEORY , FOR ANY LOSSES , LIABILITIES , CLAIMS OR DAMAGES OF ANY KIND , WHETHER DIRECT , INDIRECT , INCIDENTAL , CONSEQUENTIAL , SPECIAL OR PUNITIVE , OR FOR LOSS OF REVENUE OR PROFITS , LOSS OF BUSINESS , OR ANY OTHER DAMAGES , ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF HeyG AND/OR THE HeyG APP. THE FOREGOING SHALL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF . In the event that the Company is liable for damages regarding the purchase of Products by You, such as when the Product is purchased due to the leakage of Your personal information resulting from the Company 's intentional misconduct or gross negligence , THE AMOUNT OF DAMAGES SHALL BE LIMITED TO THE PURCHASE PRICE OF SUCH PRODUCT , VERIFIED THROUGH YOUR SUBMISSION OF EVIDENTIARY DOCUMENTS.
1. ABSENT THE COMPANY 'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE , THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES CAUSED BY OTHER USERS AND/OR THIRD PARTIES, including (i) personal damages arising from Your access to and/or use of HeyG ; (ii) damages caused by a third party 's illegal access and/or use of the Company 's server ; (iii) damages caused by a third party 's interruption of transmission to and from the Company 's server ; (iv) damages caused by a third party 's transmission or dissemination of malicious programs ; (v) damages caused by omission or destruction of transmitted data ; and (vi)

defamation.

4. BASIS OF THE BARGAIN

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY HAS OFFERED ITS SOFTWARE AND SERVICES AND SET ITS PRICES IN RELIANCE UPON THE WARRANTY DISCLAIMERS (ARTICLE 2, CHAPTER 8) AND THE LIMITATIONS OF LIABILITY (ARTICLE 3, CHAPTER 8) SET FORTH HEREIN.

5. Waiver

The failure of the Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by the Company.

CHAPTER 9. Interpretation of Terms, Governing Law and Dispute Resolution

1. Entire Agreement

These Terms represents the complete agreement concerning the matters covered between the Company and You. If any provision of these Terms is held to be unenforceable, such provision shall be modified only to the extent necessary to make it enforceable and shall not affect the enforceability or validity of the remaining provisions, which shall remain in full force and effect.

2. Headings

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

3. Injunctive Relief, etc.

You acknowledge that the obligations made hereunder to the Company are of a unique and irreplaceable nature. Your violation of such obligations may cause irreparable harm to the Company, which may not be replaced by monetary damages alone, and thus, the Company shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by You.

4. Interpretation

These Terms are drafted originally in Korean. If there are any discrepancies between the Korean and English versions of these Terms, the interpretation under the Korean version shall prevail.

5. Governing Law and Jurisdiction

In principle, these Terms are governed by the laws of the Republic of Korea, and You consent and agree to the exclusive jurisdiction of the Seoul Central District Court with regard to disputes related to these Terms. However, if the laws of the country in

which You reside stipulate otherwise regarding the interpretation of these Terms and jurisdiction, such laws shall apply.

Additional Information: To receive information or technical support for **HeyG**, please mail to info@heyg.com