The terms of this agreement (the "Terms of Service") govern the relationship between you and Pearl Abyss Corp. ("Pearl Abyss," the "Company," "we," "us," or "our") with respect to your use of our services. By downloading, installing, accessing or using any part of our services ("Services"), you agree to the Terms of Service and accept to be bound by them. These terms affect your legal rights and obligations, so if you do not agree to the Terms of Service, you may not use our Services.

#### ARTICLE 1 PURPOSE

1.1 The Terms of Service set out the basic rules pertaining to your use of our Services.

#### **ARTICLE 2 DEFINITIONS**

2.1 "Account" means a game account or ID, consisting of a combination of characters, numbers, or special characters selected by Subscriber and approved by the Company to identify Subscribers and use the Game Services. 2.2 "Account Information" means general information provided by the Subscriber to the Company such as Subscriber's account, password, name, and information created throughout the use of the Game Services, such as game use information and billing status. 2.3 "Affiliate Service(s)" means a service that is linked through the Company's Game Services and is offered by a Provider. 2.4 "Character" means game data that the Subscriber selects and manipulates according to the manner provided by the Company within the Game World for the use of the Game Services. 2.5 "Charge" means the purchasing action of Pearls made by Subscribers using the payment method specified by the Company. 2.6 "Event Cash" means Pearls obtained by a method other than Charging, such as Pearls or Paid Content received from other Subscribers, or bonus Pearls for charging Pearls, etc. 2.7 "Game Services" mean the games that the Company provides to Subscribers and any incidental services. 2.8 "Game World" means a variable virtual world in which multiple Subscribers play games according to a certain rule for incidental purposes such as leisure, socializing, and sharing of information. 2.9 "Paid Content(s)" means any purchased online content within the Game Services. 2.10 "Password" means a combination of letters, numbers, or special characters that the Subscriber selects and privately manages to ensure that the Subscriber is the matching Subscriber of the Account. 2.11 "Pearls" means the virtual currency to use or purchase various paid services and Game Services provided by the Company. 2.12 "Post" means all information made up of characters, documents, pictures, sounds, images, or any combination thereof posted on the Game Services in connection with the Subscriber's use of the Game Services. 2.13 "Provider" means a Company-affiliated third party provider of independent Game Services. 2.14 "Subscriber(s)" means a subscriber who accesses and uses the Company's Game Services using an account issued by the Company after signing up and agreeing to the Use Agreement according to the procedure set out

by the Company. 2.15 "Use Agreement" means a contract between the Company and Subscribers About the use of the Game Services provided by the Company, including Terms of Service.

#### ARTICLE 3 TERMS AND AMENDMENTS

3.1 The Company publishes the Terms of Service on the initial page of the Game Services or the linked page through the initial page so that the Subscriber can easily understand the contents of the Terms of Service. 3.2 The Company shall take necessary measures to enable the Subscriber to inquire about the contents of the Terms of Service. 3.3 The Company shall use best efforts to make the contents of the Terms of Service easy to understand for the Subscribers. Prior to obtaining a Subscriber's consent on the Terms of Service, the Company shall provide the Subscriber important matters included in the Terms of Service, such as cancellation of Subscribership, reimbursement of overpayment, termination or cancellation of the Terms of Service, dissolution of the Company, indemnification by the Company, and compensation for the Subscriber in a bold text (or of similar effects to highlight the importance) or a separate link page, pop-up page, etc. so that the Subscribers can easily understand and agree to the Terms of Service. 3.4 The Company may amend this Terms of Service to the extent that it does not violate the relevant laws and regulations. 3.5 In the event of the amendment of the Terms of Service, the Company shall announce the effective date, the details of amendment, the reason for the amendment. etc. at least fifteen (15) days prior to the effective date on the initial page or link page and email. 3.6 In case the Company's announcement includes a clause saying that if the Subscriber does not give consent or rejection within fifteen (15) days, the Subscriber will be deemed to have accepted the change, Company may be able to deem the Subscriber to have agreed to the Amended Terms of Service if Subscriber does not express any sign of consent or rejection by the effective date. 3.7 If a Subscriber does not consent to the amendment of the Terms of Service, the Company or Subscriber may terminate the Game Services Use Agreement.

#### ARTICLE 4 SERVICE POLICY

4.1 In order to set the necessary requirements to adopt the Terms of Service, to protect the rights and interests of the Subscribers and to maintain order in the Game World, the Company may establish the Game Service operating policy ("Operating Policy") within the specific scope defined in the Terms of Service. 4.2 The Company shall clearly notify Subscribers of the details of the Operating Policy by posting it on the Game Service initial page or linked page. 4.3 In case of a major revision in the Operating Policy which may materially affect the Subscribers' rights and/or obligations or the Terms of Service, the procedure that is described form Article 3.5 to 3.7 shall

apply. However, if the revision of the Operating Policy falls under any of the following subparagraphs, such revision shall be notified in advance in the manner set forth in Article 4.2. (a) amendments to matters that are stipulated in the Terms of Service; (b) amendments to matters not related to the rights and obligations of Subscribers; or (c) the changed contents of the Operating Policy are not fundamentally different from those set forth in the Terms of Service and such amendments are Subscriber-predictable

#### ARTICLE 5 LIMITATION FOR REGISTRATION

5.1 Anyone who wishes to use the Game Service provided by the Company must agree to the Terms of Service. 5.2 A Subscriber shall provide information necessary for using our Game Service at the time of registration. 5.3 A Subscriber must state his or her legal name and true information at the time of registration for use described in Article 6.1. In the event that the name or identification information is false or stolen from another person, the Subscriber cannot assert his or her rights as a rightful Subscriber under the Terms of Service, and the Company may cancel or terminate the Use Agreement without refund. 5.4 A Company does not provide any of the Game Services to anyone under the age of 16(EU) / 13(NA). Any use or attempt of use of the Game Services by minors (the age may differ by country), or under the age of 16 (EU) / 13(NA) shall be subject to Article 8. 5.5 Subscribers can enjoy individual Game services provided by the Provider and the Affiliate Service Providers after agreeing to their terms of service.

#### ARTICLE 6 REGISTRATION PROCEDURE

6.1 Subscribers shall apply for Company's Game Service with his or her real name and necessary information stipulated in Article 6. Unless there is a reasonable ground not to, the Company shall approve Subscriber's registration. 6.2 The Company may not accept and/or cancel a Subscribership registration that falls under any of the following subparagraphs: (a) Registration in violation of Article 6; (b) Payment for service charges by unauthorized use or theft of third party's credit card, wired / wireless telephone, bank account, etc.; (c) Registration through an unauthorized area where the company serves the Game Services through 3rd party service provider; or (d) Unlawful Subscribership registration in violation of the applicable law for personal data and other related laws. 6.3 The Company may withhold its approval in the event of the following: (a) The Company is not capable of approving the registration due to technical reasons; or (b) Failure in the Game Service or payment method

7.1 We do not provide any of the Game Services to anyone under the age of 16(EU) / 13(NA). Once we are aware of any Subscriber who is under the age of 16 (EU) / 13(NA), we will cancel such registration. 7.2 In case a minor Subscriber uses our Game Service or purchases Paid Contents, such subscriber or his or her legal representative may cancel the registration and/or payment according to the relevant law.

#### ARTICLE 8 SUBSCRIBER ACCOUNT

8.1 The Company grants an Account to Subscribers as a certain combination of letters, numbers or special characters selected by the Subscriber for the Subscriber's convenience, such as to protect the Subscriber's information and to instruct the use of the Game Services. 8.2 The Company performs various Subscriber management tasks such as by confirming if a Subscriber can use the service using the Account Information. 8.3 Subscribers must exercise due diligence in managing their own Account Information. Subscribers are liable for damages incurred for the Subscriber's failure to manage his or her Account Information. 8.4 Subscribers are responsible for managing their password. If a Subscriber wish, the Subscriber can change it any time for security reasons; provided however, if requested by the Company, the Subscriber must authenticate himself/herself or submit the identification document required by the Company. 8.5 Subscribers are encouraged and reminded to change their password on a regular basis. 8.6 The Company may require Subscribers to change their password in order to secure their information, such as Account information, for urgent security reasons. In this case, the Subscriber must change the password at the first access after Company's request. 8.7 Subscribers must notify the Company of any changes in the Account Information submitted to the Company by online revision or e-mail, etc. The Company shall not be liable for any disadvantage caused by incorrect information of which the Company was not informed. 8.8 Subscribers may not be required changes to the approved Accounts during the Game Services use period. However, Subscribers must take necessary action if asked by the Company to change the Account for the following reasons: (a) It is inevitable to change the Account in order to provide services efficiently to Subscribers; (b) It is necessary to integrate with other services in accordance with Company's Game Service operations or policies; or (c) If there is a significant need to change the account in accordance with relevant laws or corporate policies 8.9 Subscribers can view and modify their Account Information on the Company's official website at any time through the Account settings/my information. 8.10 When asked to provide information to the Company in accordance with the Terms of Service, the Subscriber shall not provide any fraudulent information.

9.1 The Company strives to protect personal information of Subscribers including Account information. The protection and use of a Subscriber's personal information will be governed by the relevant laws and regulations and our Privacy Policy. 9.2 In order to provide the service promised to Subscribers, the Company may entrust the handling of the Subscriber's personal information to a subcontractor. If the subcontractor needs to obtain personal information of the Subscriber in the process of providing the service, we will clearly notify Subscribers and will manage and supervise the subcontractor in accordance with the Personal Information Protection Act and related laws. 9.3 After the Company has provided a Subscriber's personal information to the Provider subject to the Subscriber's consent, the Provider has a duty to process the personal information only to the extent of the purpose to which the Subscriber has consented. 9.4 The Company shall not be held responsible for any exposure of the personal information caused by the Subscriber's negligence.

## Article 10 PROVISION OF GAME INFORMATION

10.1 On the initial page of an individual game site or Game Service, the Company displays the following: (a) Company Name; (b) Name of Game; (c) Rating; (d) Rating Classification Number; (e) Date of Production; (f) Report number or registration number of the game manufacturer or distributor; and (g) Other matters deemed necessary by the Company

#### ARTICLE 11 OBLIGATIONS OF THE COMPANY

11.1 The Company shall abide by the relevant laws and regulations and use best efforts to perform its obligations set forth in the Terms of Service. 11.2 The Company shall have a security system to protect a Subscriber's personal information (including credit information) and disclose the Privacy Policy. The Company shall not disclose or provide any personal information of a Subscriber to any third party except for the cases as stipulated in this Terms of Service and/or Privacy Policy. 11.3 In case any damages to the equipment or loss of data occurs during service improvement for continuous and stable service, unless there are force majeure events such as natural disasters and emergency situations, the Company will use best efforts to fix the problem or restore data without delay. 11.4 The Company handles customer support services (handling a Subscriber's comments and complaints) for Subscribers. You can find details in our Operating Policy. 11.5 The Company strives to provide convenience to Subscribers in terms of the procedures and content of contracts with Subscribers, such as the conclusion, modification and termination of the Use Agreement.

# ARTICLE 12 OBLIGATIONS OF SUBSCRIBERS

12.1 In connection with the Game Services, Subscribers shall not engage in any activity that are intended to do or have effects of the following: (a) providing false information when applying or changing existing information; (b) steal someone's information; (c) impersonate employees, operators, or other related persons of the Company; (d) alters information posted by the Company; (e) send or post information prohibited by the Company (programs, etc.); (f) make, distribute, use and/or advertise programs, devices or gadgets not provided or approved by the Company; (g) infringement of intellectual property rights such as copyrights of the Company and other third parties; (h) damage the reputation or disrupt the business of Company or any other third party; (i) disclose or post information that is contrary to public order, such as obscene or violent speech, writing, video or sound; (j) acquire game data (Accounts, Characters, game items, etc.) in a wrongful way and dispose of them in exchange for monetary value via transfer, sale, etc.; (k) cause a third party to do (j) or promote activities subject to (j); (l) use Game Services for the purpose of profitmaking, sales, advertising, political activities, etc. without the consent of the Company; (m) other acts that are prohibited by relevant laws and regulations or by good-natured and general social norms; (n) using the service by exploiting the error or bug of the service; (o) obtaining items from other Subscribers by way of deceit or gambling; (p) take unfair advantages by exploiting all processes related to Subscriber sign-up, game use, payment refund, etc. provided by the Company and any relevant payment provider; (q) disrupt the operation of the Company services by intentional or gross negligence; or (r) copy, distribute, or commercially use the information obtained through Company's services for a purpose other than the use of the Services without prior consent of the Company 12.2 Subscribers are responsible for reviewing information that is provided by the Company, including but not limited to the Terms of Service, the notice on the Operational Policy and the Game Services initial page and the Company's other notices. 12.3 Subscribers shall be subject to the restrictions set forth by the Operating Policy, etc. including the following: (a) restrictions on Subscriber's nickname, account name, Character name, family name, and guild name; (b) restrictions on the contents and methods of conversations, etc.; (c) restrictions on use of the message board; (d) restrictions on how to play games; or (e) matters that the Company considers necessary in operating the Game Service within the scope of not infringing the essential rights of the Subscribers 12.4 Subscribers are responsible for managing their Account Information. Subscribers may not use third-party accounts or make their own accounts available to third parties. 12.5 Subscribers must not purchase items, Pearls or any game package via unauthorized methods or stolen credit card, wired / wireless phone, bank account, etc.

## ARTICLE 13 PROVISION AND SUSPENSION OF THE GAME SERVICES

13.1 The Company provides the following services to Subscribers: (a) Game Services; (b) information security services; (c) customer protection services; (d) other related supplementary services; and (e)

any other services that the Company provides to Subscribers through additional development or partnership agreements with other companies 13.2 Game Service hours are normally 24 hours a day (00: 00-24: 00), 7 days a week. 13.3 Notwithstanding Article 14.2, the Game Service may not be provided for a certain period of time in the event of the following: (a) maintenance or replacement of facilities necessary in providing the Game Service, regular Game Service maintenance or other necessary Game Service operation; (b) responding to unexpected service instability such as electronic intrusion like hacking, network accident, disruption of service facilities, or Subscriber's abnormal game use behavior; (c) the provision of services is prohibited in accordance with relevant laws, regulations, administrative orders issued by government, or company policies; (d) normal Game Services cannot be provided due to force majeure such as natural disasters and emergency situations; or (e) as necessary in the management of the Company, such as the divestiture or merger of the Company, transfer of business, dissolution of business, lower profit of the Game Service for the year, etc. 13.4 Under Section 13.3(a), the Company may suspend the Game Service for a certain period of time on a weekly or bi-weekly basis. The Company will notify Subscribers at least 24 hours in advance on the initial page of the game or the Game Services. 13.5 The Company may temporarily suspend the services without a prior notice for the reasons stated in Section 13.3(b) to (e) The Company may subsequently post the notice on the initial page of the game or on the Game Services website. 13.6 The Company shall not be liable for any damages incurred to Subscribers in terms of the use of the free services provided by the Company, unless there is intent or gross negligence of the Company. 13.7 As for the use of the paid services provided under the consent of both the Company and Subscriber (limited to those with continuous Use Agreement), if the service is suspended or disrupted without a prior notice for more than four (4) hours (cumulative) per day because of Company's negligence, the Company should extend the service hours by three (3) times of the suspended or disrupted hours for free. A Subscriber cannot claim additional compensation from the Company. If the service suspension or disruption which occurs from a previously notified and agreed server maintenance exceeds ten (10) hours, the excess hours will be extended for free, and the Subscriber cannot claim separate compensation from the Company. 13.8 In case of Sections 13.3(c), 13.3(d) and 13.3(e), the Company may suspend the Game Services all at once without a prior notice subject to technical and operational needs or notify the suspension on the website thirty (30) days in advance and then suspend the provision of the Game Services. If a prior notice cannot be given for reasons beyond control, an ex-poste notice in due course may suffice. 13.9 If the Company terminates the Game Service pursuant to Section 13.8, the Subscriber shall not be entitled to claim damages for free service, paid service, Continuous Paid Service Use Agreement, or limited-period paid items that has no remaining period available. In case of unlimited-period paid services, the remaining period will be terminated by the date of service termination. 13.10 Some Game Services may charge Subscribers fees subject to the Terms of Service and Operating Policy set by the Company. 13.11 The Company may request Subscribers to install the program provided

by the Company for the purpose of providing the Game Service. Before a Subscriber installs the program, the Company must notify the Subscriber in an appropriate manner of important information regarding the program such as its capacity, function, removal method and impact on other programs depending on the nature of the program, and obtain consent to the installation of the program.

## ARTICLE 14 MODIFICATION OF GAME SERVICES AND CONTENTS

14.1 Subscribers may use Game Services in accordance with the Terms of Service, Operational Policy and the game rules set by the Company. 14.2 The Company has comprehensive rights to create, change, maintain, and repair the game contents of the Game World. The contents of the Game Service and Affiliate Service provided by the Company may be modified (or patched) from time to time subject to the operational and technical needs. The Company shall notify the Subscriber of the modification on the initial page. 14.3 Details of the Affiliate Service provided by the Company, such as the details of the service, the obligations of the third party company, and the rights and obligations of the Subscriber, are set out in separate terms of service (the "Terms of Affiliate Service") prepared by a third-party Provider of the Affiliated service. When using an Affiliate Service, you may be required to agree to respective Terms of Affiliate Service provided by a third party. 14.4 The Company can reorganize and separate various games and related sites provided on the initial page and as part of the Game Service. In this case, the Company will actively notify Subscribers, and the Subscribers will receive services from the reorganized or separated websites. 14.5 The Company may add, delete or change the planning of the Game Service or the information related to the game as necessary.

### **ARTICLE 15 POSTINGS**

15.1 The rights and responsibilities of the Subscriber's posting belong to an individual Subscriber. A Subscriber who makes the posting is solely responsible for a civil and criminal liability for infringing intellectual property rights, such as third-party copyrights. 15.2 The Company values the Subscriber's postings and will make best effort to protect their postings from alteration, damage or deletion. However, the Company may delete or move postings, or refuse to register postings that fall under any of the following subparagraphs without a prior notice, and the Company may take certain measures against Subscribers who made such postings: (a) The posting contains materially offensive or defamatory contents to other Subscribers or third parties; (b) The posting consists of pornographic materials or is linked to a pornographic website; (c) The contents infringe on rights of the Company, other Subscribers or third parties including intellectual property rights, such as

copyrights etc. of Company; (d) The contents are not in accordance with the posting principles prescribed by the Company or the nature of the bulletin board; (e) The contents are related to the sale of Subscriber account, game items, virtual assets, etc., which are prohibited by the Company policy; (f) The posting promotes piracy or hacking; (g) The posting, from an objective perspective, is linked to a crime; (h) The posting is for advertising purposes for profit; (i) The posting interferes with the normal operation of the Company or Game Services; (j) The posting distributes or is linked to the contents that violate public order and morals; or (k) The posting is in violation of other relevant laws and regulations 15.3 Anyone whose legal interests are infringed upon because of the posting may request the suspension or deletion of the posting according to the relevant laws and procedures established by the customer service. The Company shall take necessary measures in accordance with relevant laws and regulations.

## ARTICLE 16 COLLECTION OF INFORMATION

16.1 The Company may retain and store all communications, including chats and in-game letters among Subscribers within the Game Service. The Company may read this information only when it is deemed necessary to settle a dispute among the Subscribers, processing of complaints, or maintenance of the game order (Account theft, cash transactions, violent language, fraud within the game, such as fraudulent conduct, bug abuse, and other violations of current laws and regulations, and when it is necessary to view the Subscriber's chat information in relation to investigation, processing, confirmation and remedies of serious violation of the terms prescribed in Article 12 and Section 20.4 of the Terms of Service) This information is owned solely by the Company, and a third-party who is not authorized by the law is not allowed to access the information. 16.2 The Company may collect and utilize the information of a terminal setting, specification of the Subscriber's device, etc. to improve the Game Service quality, such as stabilization of the Game Service operation and program.

#### ARTICLE 17 OWNERSHIP OF COPYRIGHTS

17.1 A copyright of contents within the Game Service created by the Company and other intellectual property rights are owned by the Company. Subscribers have rights to use games, Characters, game items, game money, points, etc. in relation to the Game Service in accordance with the terms and conditions set by the Company. Subscribers may not dispose of such rights by transferring or selling them, or providing them as collateral. 17.2 Without a prior consent of the Company or Provider, Subscribers shall not use information and/or Intellectual property obtained by using the Game Service, especially intellectual property rights owned by the Company or Provider, for commercial

purpose or allow the third party to use such information and/or Intellectual property by means of copying, transmitting, publishing, distributing, broadcasting or otherwise. 17.3 A Subscriber shall allow the Company to use in-game or game-related communications including the text messages, images, sounds, and all materials and information ("Subscriber Contents") the Subscriber or nonregistered Subscriber uploads or transmits through a game client or Game Service in the following manner and condition: (a) Accessing the Subscriber Contents for limited purposes i.e. dispute settlement among Subscribers, handling Subscriber complaints, or maintaining order in the Game World; and (b) The Company does not sell, rent, or transfer the Subscriber Contents for the purpose of trading without the Subscriber's prior consent 17.4 There is a risk that the Subscriber Contents that are not integrated in the Game Services and not displayed in the game (e.g., a posting on a general bulletin board) may be exposed to the search results, services and related promotions, etc. Such Subscriber Contents may be modified, duplicated, and edited in parts for the purpose of promotion. In such cases, the Company shall comply with the Copyright Act, and a Subscriber may at any time request the postings to be deleted, excluded from the search result, concealed, etc. through the customer service or the in-service managing function. 17.5 If the Company wishes to use a Subscriber's postings in any way other than Sections 17.3 and 17.4, the Company shall obtain prior consent from the Subscriber via telephone, fax, e-mail, etc. 17.6 If the Company determines that a posting and the content of the posting within the Game Service fall under the category of the prohibited activities prescribed in Article 13, the Company may remove them or refuse to move or register them without a prior notice to Subscriber who made the posting. 17.7 Subscribers whose legal interests are infringed upon due to the information posted on the bulletin boards may request the Company to delete the information or to post a rebuttal. In this case, the Company will promptly take the necessary action and notify the Subscriber who makes such request. 17.8 Sections 17.3 and 17.4 shall remain in effect while the Company operates the Game Services and may continue to be effective for certain period of time following the Subscriber's deactivation. See our Privacy Policy for more information on this retention period.

# ARTICLE 18 ADVERTISING AND RELATIONSHIP WITH ADVERTISERS

18.1 The Company may provide Subscribers with various information that the Subscribers and or the Company may find necessary in enjoying the Game Service via notice, e-mail or telephone. Subscribers may decline to receive such information at any time via e-mail or telephone. 18.2 The Company may not send advertisements to Subscribers via e-mail, telephone, etc. regarding the operation of the Game Service without a prior consent from Subscribers. Subscribers may decline to receive advertisements at any time via e-mail or telephone. 18.3 The Services provided by the Company include various forms of advertisements such as banners and links, which can be linked to third-party websites. 18.4 A linked third-party website as described in Section 18.3 would be

outside of the Company's service area and thus, the Company does not guarantee reliability, stability, etc. of such page. The Company shall not be held liable for any subsequent damages to the Subscriber.

#### **ARTICLE 19 TEST SERVICES**

19.1 Before the Company officially launches a new service, the Company may conduct beta- testing for a certain period of time for the Subscribers. In each case, the test subject, period and related contents will be announced separately via notice of the Game Service. 19.2 Beta service may be subject to change, addition or deletion of game data in order to provide a stable service. Game money, Characters, and all other data related to the test service acquired during the test period may not be recoverable. In addition, if unexpected problems occur during the Beta service, the Company may suspend the Beta service without a prior notice. However, the Company shall be liable for direct damage to the Subscriber caused by the intent or gross negligence of the Company.

#### ARTICLE 20 RESTRICTIONS AND SUSPENSION OF THE GAME SERVICES

20.1 The Company may offer limited Game Services to certain Subscribers in the following circumstances (in the circumstances set forth in Article 23), which shall be determined pursuant to the Operating Policy): (a) limit the rights of the Characters (e.g., chat for only a certain period of time); (b) restrict Subscribers from using their Character temporarily or permanently; (c) restrict Subscribers' access to the Account temporarily or permanently; or (d) limit access to the Game Services temporarily or permanently. 20.2 If the restrictions under Section 20.1 are reasonably justifiable, the Company shall not compensate the Subscriber for the loss incurred in Paid Contents or points, etc. caused by such restriction. 20.3 To improve the quality of the Services and to protect the Subscriber's personal information, the Company may take necessary actions on inactive accounts, such as by categorizing the accounts as dormant IDs, restricting use of the accounts, or permanently deleting them. In the event of any action taken pursuant to this Section 20.3, the Company shall give a thirty (30) day prior notice. 20.4 In case a Subscriber violates his or her obligations set forth in Article 12 of the Terms of Service, the Company may suspend the Game Service provision or terminate the Use Agreement after giving a prior notice. However, if a Subscriber breaches his or her obligations stipulated in Sections 12.1, 12.3 and 12.5 or damages the Company intentionally or through gross negligence, the Company may suspend the Game Service provision or terminate the Use Agreement after notification. 20.5 In case of suspension or termination pursuant to Section 20.4, the Company shall notify the Subscriber of such reason and effective date in writing or e-mail, or make it available to the Subscriber through the Game Service initial page. The Subscriber may

object to the Company's suspension or termination by consulting with our customer service. 20.6 Once the Company has sent the notice of suspension or termination pursuant to Section 20.5, the Company shall not be liable for any loss caused by the Subscriber's negligence of not checking such notice in timely manner.

## ARTICLE 21 LIMITATION ON USE AS PROVISIONAL MEASURES

21.1 The Company may suspend the account until an investigation of any of the following issues is completed: (a) The Company received a legitimate report that the Subscriber's account was hacked or stolen; (b) A Subscriber is reasonably suspected to be an offender (e.g., an illegal program Subscriber, for-profit Subscriber); or (c) Provisional measures are deemed necessary for reasons similar to Sections 21.1(a) and (b). 21.2 Under Section 21.1, after the investigation is completed, the Company will extend the Game Service period of Subscribers who use the Game Service by paying the Subscribership fees proportionate to the Game Service period; provided however, the Company will not extend the Game Service period of a Subscriber who is shown to be an offender under Section 21.1. (b).

#### ARTICLE 22 GROUNDS AND PROCEDURE FOR RESTRICTION OF USE

22.1 The Company shall set specific reasons and procedures of restriction on use of the Game Service in the Operating Policy after considering substance, severity, frequency, and results, etc. of the violation. 22.2 If the Company restricts the use of the Game Service pursuant to Article 20, the Subscriber shall be notified of the following items by e-mail or on the initial page of the game or the Game Service: (a) grounds for restriction on the use of the Game Services; (b) type and duration of the restriction; and (c) how to object to the restriction.

## ARTICLE 23 OBJECTION TO THE USE RESTRICTION

23.1 If a Subscriber disagrees with the Company's restrictions on the use of the Game Service, the Subscriber must submit a written complaint to the Company stating the grounds for objection within 15 days from the date of receiving the notice. 23.2 The Company must provide a written response to the Subscriber's complaint within fifteen (15) days from the date of receiving the complaint as stipulated in Section 23.1. However, if the Company finds it difficult to respond within fifteen (15) days, the Company will notify the Subscriber of the reasons for delay and the timeframe. 23.3 The Company should take action corresponding to the written response as stipulated in Section 23.2.

#### ARTICLE 24 CHARGING AND USE OF PEARLS

24.1 Pearls can be Charged through the payment method provided by the Company. When using a payment method provided by a third-party entity, the Subscriber must follow the procedure implemented by that third-party entity. 24.2 Pearls can be Charged in units as prescribed by the Company's internal policies, which may vary depending on the selected payment method and game. The Company may set the monthly charging limit pursuant to the policy and set the payment limit for respective payment method based on the policies of the payment company or the regulations of the government. 24.3 Pearls are used to pay for games and Paid Contents. 24.4 If the Paid Contents are damaged or deleted due to serious defects attributable to the fault of the Company, the Company may compensate you with Pearls or restore the damaged Contents. 24.5 No interest is accrued on the balance of Pearls.

#### ARTICLE 25 REFUND OF PEARLS

25.1 IF YOU PLAY OUR GAMES ON A THIRD PARTY SOFTWARE, YOU MUST COMPLY WITH ALL TERMS AND CONDITIONS SET BY THE THIRD PARTY SOFTWARE. PURCHASES IN SUCH GAMES AND REFUNDS ARE SUBJECT TO RULES OF THE THIRD PARTY SOFTWARE. THE COMPANY DISCLAIMS ANY LIABILITY ARISING OUT OF THE THIRD PARTY SOFTWARE'S ACTIONS.

### ARTICLE 26 TERMINATION AND DEACTIVATION OF SUBSCRIBERSHIP

26.1 A Subscriber may terminate the Use Agreement ("Deactivation"). If Subscriber submits a Deactivation request, the Company identifies the Subscriber and proceeds with the deactivation process pursuant to the relative rules and regulations. 26.2 Upon termination of Use Agreement between the Company and a Subscriber, the Terms of Service is also terminated. Subscriber shall be responsible for any disadvantages arising from Deactivation such as halt of the Game Service use and the non-useable, non-refundable, non-recoverable, etc of all kinds of goods and game data remaining in the account. 26.3 Upon Deactivation, the Subscriber's personal information is deleted, except when the Company holds the Subscriber's information in accordance with the related laws and regulations and its Privacy Policy. 26.4 You may not be able to sign up again for a certain period of time after Deactivation.

## ARTICLE 27 PACKAGE PURCHASE

27.1 Subscribers can purchase a package via the payment method allowed by the Company. 27.2 The package includes goods that can be used before and after accessing the Game Services.

#### **ARTICLE 28 DAMAGES**

28.1 If the Company causes loss to Subscribers intentionally or through gross negligence, the Company shall be liable for their damages. If Subscriber causes loss to the Company by violating the Terms of Service, the Subscriber shall pay the damages to the Company. 28.2 If the paid Services are disrupted or suspended for more than four (4) hours (cumulative) per day without prior notice due to the Company's negligence, the Company shall compensate by extending the Service hours by three (3) times of the lost Service hours for free. There will be no other compensation from the Company. 28.3 Suspended or disrupted time shall be counted after the Subscriber has notified suspension or disruption to the Company, but if the service is suspended or disrupted due to force majeure (including natural disasters and emergency situations) or Subscriber's intent or negligence, such time shall be excluded from the total sum of suspended or disrupted time. 28.4 If the Paid Contents purchased by a Subscriber are lost due to the Company's negligence, the Company shall restore it to the condition before the loss. However, if restoration is not possible in a commercially reasonable manner, the Company may provide other contents (or equivalent) that may be used within the Game, and the Subscriber is not entitled to compensation in addition to such contents.

# ARTICLE 29 LIMITATIONS OF COMPANY LIABILITY

29.1 The Company is not liable for a failure to provide the Services due to force majeure such as wartime, a quasi-state of war, natural disasters, national emergencies, unsolved technical problems, or change of the government policies 29.2 When a telecommunication carrier suspends or fails to provide the telecommunications services, the Company is not liable for the Subscriber's loss unless the Company intentionally or through gross negligence causes such loss. 29.3 When a Game Service is disrupted or suspended for reasons such as maintenance, replacement, regular inspection, construction, etc. of the Game Service facilities, the Company is not liable for the Subscriber's loss unless the Company intentionally or through gross negligence causes such loss. 29.4 The Company shall not be liable for any disruption, suspension, or termination etc. of the Game Service due to the Subscriber's negligence. 29.5 The Company shall not be liable for any problems arising from the computer/device environment of a Subscriber or any problems caused by the network environment that involves no intent or gross negligence of the Company. 29.6 The Company shall not be liable for any loss or damage caused by a Subscriber's false entry and negligent management of personal information. 29.7 The Company shall not be liable for the loss of a Subscriber's game

data including but not limited to cyber assets (game money) and Character level unless there is intent or gross negligence of the Company. 29.8 The Company shall not be liable for the loss of a Subscriber's cyber assets (game money), grade / level of endurance unless there is intent or gross negligence of the Company. 29.9 Unless there is intent or gross negligence of the Company, the Company shall not be liable inaccuracy of the information, data, facts posted / transmitted by a Subscriber or a third party on websites or within the Game Services. 29.10 The Company has no obligation to intervene and is not responsible for any damages arising in the event of a dispute among Subscribers and / or third parties arising from the Game Services or a dispute among Subscribers and / or third parties arising from a violation of related laws on infringement of third party rights (e.g. copyright). 29.11 Unless there is intent or gross negligence of the Company, the Company shall not be liable for damages caused by Affiliate Services provided by a third party. 29.12 The Company may limit the hours of the Game Service pursuant to the related laws, government policies, etc., and the Company is not liable for any matters related to these limitations. 29.13 Unless there is intent or gross negligence of the Company, the Company shall not be liable for damages in relation to free services provided in the Game Services. 29.14 Unless there is intent or gross negligence of the Company, the Company shall not be liable for any damages arising out of a Subscriber's computer / device error or any damages caused by omission or incorrect entry of the personal information and e-mail address. 29.15 In case of termination of the Use Agreement between the Company and a Subscriber, unless the Company retains the Subscriber's information pursuant to the relevant laws and Privacy Policy, the Company will delete the Subscriber's Account Information and all associated data upon termination of the Use Agreement for better service environment, etc., and Company is not responsible for matters arising from deleting the Subscriber's Account Information and related data under the relevant laws.

## ARTICLE 30 HANDLING OF COMPLAINTS AND DISPUTES

30.1 On the initial page of the game or on the Game Service website, you can find how to provide your comments or file a complaint. There is a department within the Company which handles such comments and complaints. 30.2 If the comment sent or complaint filed by a Subscriber is objectively perceived as reasonable, the Company shall promptly handle it within a reasonable period of time. However, if it takes a long time to process, the Company will notify the Subscriber of the reasons for delay and the timeframe by posting it on the Game Service initial page or each individual service page or by contacting the Subscriber via writing (e.g., email or letter) or telephone. 30.3 In case a third party dispute resolution body settles a dispute between the Company and a Subscriber, the Company shall make its best efforts to demonstrate to the Subscriber the measures taken, such as restrictions on use, etc. and conform to the settlement.

## ARTICLE 31 NOTICE TO SUBSCRIBERS

31.1 The Company may notify a Subscriber via e-mail designated by the Subscriber, unless otherwise stipulated in the Terms of Service. 31.2 To the extent permitted by law, the Company may notify a Subscriber by posting a notice on the Company's initial page of the Game Service or each individual game site or by displaying a pop-up message for at least seven (7) days,

#### ARTICLE 32 GOVERNING LAW AND JURISDICTION

32.1 The Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Korea. The laws of the Republic of Korea shall apply to lawsuits between the Company and Subscriber. Irrespective of this choice of law, the mandatory consumer protection regulations that cannot be derogated from by agreement of consumer's country of residence apply whenever they provide a higher standard of protection for the respective consumer. 32.2 Any disputes arising between the Company and a Subscriber must be submitted to the exclusive jurisdiction of the Seoul Central District Court. "If you are acting as a consumer, you may bring a claim also before a court of competent jurisdiction at your place of residence. If Pearl Abyss wishes to enforce its rights against you as a consumer, Pearl Abyss can only do so before the competent courts of your place of residence."

### ARTICLE 33 CONTACT INFORMATION

[Company information] 1. Name: Pearl Abyss 2. Website: <a href="https://console.playblackdesert.com/">https://console.playblackdesert.com/</a> (Support Page)] 1. Website: <a href="https://www.console.playblackdesert.com/Support">https://www.console.playblackdesert.com/Support</a>