

Terms of Service

Article 1 (Purpose)

① These terms (the "Terms of Service") is to govern the rights, obligations, responsibilities, and other necessary matters between you, the service user, and Pearl Abyss with respect to your use of our game services and all other related services ("Game Services").

Article 2 (Definitions)

① The definitions of terms used in these Terms are as follows.

1. 'Use Agreement' means a contract between the Company and Users about the Game Services provided by the Company.

2. "User(s)" means a user 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.

3. "Game World" means a variable virtual world in which multiple Users play games according to a certain rule for incidental purposes such as leisure, socializing, and sharing of information.

4. "Account" means a game account or ID, consisting of a combination of characters, numbers, or special characters selected by User and approved by the Company to identify Users and use the Game Services.

5. "Account Information" means general information provided by the User to the Company such as User's account, password, name, and information created throughout the use of the Game Services, such as game use information and billing status.

6. "Character" means game data that the User selects and manipulates according to the manner provided by the Company within the Game World for the use of the Game Services.

7. "Password" means a combination of letters, numbers, or special characters that the User selects and privately manages to ensure that the User is the matching User of the Account.

8. "Paid Content" means any purchased online content that the User may use or possess and enjoy certain effects or benefits within the Game Services or the official game homepage in relation to the Game Services.

9. "Post" means all information made up of characters, documents, pictures, sounds, images, or any combination thereof posted on the Game Services in connection with User's use of the Game Services.

10. "Affiliate Service" means a service that is linked through the company's "game service", in other words, a service operated by a third party that is affiliated with the Company, such as the individual "Game Service" provided by the "Provider" etc.

11. "Minor" means a person who is under the age of majority per the laws of the country where the service applies.

12. "Unauthorized Program" means a program or computer device that is not provided or approved by the Company and includes all programs and devices that have the purpose of interfering with service operations.

② The definitions of the terms used in these Terms of Service shall be based on the relevant laws and regulations except as set forth in Article 1, and the matters not set forth in these Terms of Service shall be governed by general commercial practices.

Article 3 (Providing Company Information, etc.) Provision of Game Information

① The Company publishes the following items on the initial screen of the game service or in these terms of Service of the Game Service Homepage to make it easy for the users to know. However, the personal information processing policy and terms can be viewed by the user through the connection screen.

1. Company Name and CEO

2. Report number or registration number of the game manufacturer or distributor

3. Business Address (including a customer dispute complaint mailing address)

4. Phone number, fax number, and email address

5. Rating, Rating Classification Number, Date of Production

6. Report number or registration number of the game manufacturer or distributor

7. Privacy Policy

8. Terms of Service

9. Other matters deemed necessary by the company

[회사정보]

1. Name: Pear Abyss Corp.

2. Website: <https://console.playblackdesert.com/>

[Consumer dispute complaint (customer service)]

1. Website: <https://www.console.playblackdesert.com/Support>

Article 4 (Specification and Amendment of Terms)

① The Company publishes the Terms of Service on the initial page of the Game Services or the Game Service Webpage so that the User can easily understand the contents of the Terms of Service.

② The Company shall take necessary measures to enable the User to inquire about the contents of the Terms of Service.

③ The Company shall make the contents of this agreement easy to understand for a person who wants to use the game service and, prior to obtaining User's consent, among the contents set out in these terms and conditions, the company shall provide important matters such as cancellation of Usership, reimbursement of overpayment, termination or cancellation of contract, termination of company, indemnification of company, and compensation for User with bold or similar effect or a separate connection screen or a pop-up screen, etc. so that Users can easily understand and agree to these terms and conditions.

④ The Company may amend these terms and conditions to the extent that it does not violate the relevant laws and regulations.

⑤ If the company intends to amend these terms and conditions, it announces the date of application, the details of amendment, and the reason for the amendment etc from at least seven (7) days prior to the effective date of application until a considerable period of time has elapsed through initial screen or a connection screen of initial screen.

However, any unfavorable or significant changes to the terms and conditions shall be announced 30 days prior to the effective date, and Users shall be notified of the terms and conditions to be amended, effective date and reasons for amendment by e-mail or other methods.

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⑥ In the case that the Company amends the Terms of Service, it shall notify the user of the changes and request consent of the user. The Company may be able to deem the User to have agreed to the Amended Terms of Service if User does not express any sign of consent or rejection by the effective date

⑦ If a User does not provide consent to the amendment of the Terms of Service, the Company or User may terminate the Game Services Use Agreement.

Article 5 (Ruling Rules)

① The Company may have separate Terms and conditions and Operating Policies for Game Services, and if the contents differ from these terms and conditions, the Operational Policy etc. shall prevail.

② Any matters not expressly stated in these terms and conditions shall be governed by the relevant laws and regulations.

Article 6 (Operational Policy)

① In order to set the requirements necessary to apply these terms and conditions and to protect the rights and interests of Users and to maintain order in the game world, the Company may establish Game service operating policy ("Operational Policy") on the matters that are delegated to exercise by these terms and conditions and to the specific scope defined within these terms and conditions.

② The company shall notify the user of the details of the operating policy user by posting on the game service homepage or providing a connection screen so that the user is well informed.

③ In the case of an operational policy amendment that has the same effect as bringing a material change to a user's rights or obligations or as making changes to these terms and conditions, the procedure of Article 4 shall apply. However, if the revision of the operating policy falls under any of the following subparagraphs, it shall be notified in advance by the manner of Paragraph 2

1. Amendments made to the matters that are delegated to exercise by these terms and conditions and to the specific scope defined within these terms and conditions

2. Amendments made to matters not related to the rights and obligations of users

3. In case the contents of the operating policy are not fundamentally different from those set forth in these terms and conditions and the amendments to the operating policy are within the user's predictable range

Article 7 (How to Apply for Use)

① Anyone who wishes to use the game service provided by the company must agree to the terms of the agreement and apply for the use of the game by filling out the application form provided on the initial screen of the individual game or on the game service homepage.

② The user must provide all the information required by the company at the time of application.

③ The user must state his or her real name and actual information at the time of application for use described in Clause 1 above. In the event that the name or identification information is false or stolen from another person, the user cannot assert the rights of the user under these terms and the company can cancel or terminate the Use Contract without refund.

④ Minor users over the age of 13 (NA), 16 (EU), 18 (KR) shall use the paid game service provided by the company upon joining the membership. In the case that a minor user joins the membership of the game service within the designated countries set by the company, you shall be deemed to have the legal representative's consent by the Company at the time of completion of the membership sign-up in accordance with the related laws and rules provided by the company.

⑤ The individual game services provided by the provider and the affiliate service are only available after agreeing to the provider's Terms of Use and Operational Policy about accepting to provide personal information to the third party.

Article 8 (Approval and Restriction on Application for Use)

① The Company shall approve the use application unless there is a reasonable reason when the user makes an application for the use by clearly indicating the real name and the actual information when it comes to the information that the company requests to the user.

② For the use application that falls under any of the following subparagraphs, the company may not accept it and can cancel the acceptance even after granted.

- 1. When applying for use in violation of Article 7**
- 2. When paying for service charges by unauthorized use or theft of third party's credit card, wired / wireless telephone, bank account, etc.**
- 3. If a user in an area where the Company already provides Black Desert game services with a certain provider accesses or applies for the use through another service provider, the company need to impose restriction on that user**
- 4. If a user in an area where the Company will later provide Black Desert game services with a certain provider accesses or applies for the use through another service provider, the company need to impose restriction on that user**
- 5. When applying for use for the purpose of misconduct prohibited by other related laws**
- 6. If a minor does not obtain consent from the legal representative or cannot confirm that the consent has been obtained**
- 7. If unlawful usage or a failure in the payment method for the service usage fees has occurred**
- 8. If acceptance of the application for use is not available due to similar reasons as mentioned above**
- 9. In the case a user was terminated from the game service for violating the Operation Policy, and applying for use**

③ The Company may withhold its approval in the event of the following

1. The Company is not capable of approving the registration due to technical reason
2. Failure in the Game Service or payment method
3. If acceptance of the application for use is not available due to similar reasons as mentioned above

Article 9 (User Account and Password)

① The Company grants an account to users as a certain combination of letters, numbers or special characters selected by the User for the convenience of the User's information protection and service

use guide.

② The company performs various user management tasks such as checking if user can use the service through the account information.

③ Users must manage their account information with due diligence. Users are liable for damages that occur when a user neglects to manage his / her account information or consents it to be used by a third party.

④ The password is the user's choice, and the user is responsible for managing the password. If you wish, you can change it at any time for security reasons, however if requested by the company, you must authenticate yourself or submit the identification document required by the company.

⑤ Users are encouraged to and reminded to change their password on a regular basis.

⑥ The Company may require users to change their password in order to secure the user's information such as account information etc. for urgent reasons of security. In this case, the user must change the password of the account held by the user at the first access after the date requested by the company.

⑦ Users must notify the Company of any changes made to the membership at the time of membership application by making changes on online or sending e-mail or other means. The Company shall not be liable for any disadvantage caused from not informing the Company.

⑧ Users may not request changes to approved accounts during the Game Services period. However, if the Company asks the user to change the account for the following reasons, the user must respond accordingly.

1. If it is inevitable for the company to do so in order to provide services efficiently to users

2. If it is necessary to integrate with other services in accordance with company's service operations or policies

3. Other than that, if there is a significant need to change the account in accordance with relevant laws or corporate policies

⑨ Users can view and modify their personal information at any time through the personal information management screen. However, it is not possible to modify the real name, date of birth, account (Email ID) etc. required for service management.

⑩ If a user is required to provide information to the Company pursuant to these terms and conditions, the user shall provide truthful information and shall not be protected from any disadvantage caused by the provision of false information.

Article 10 (Protection and management of personal information)

① The Company strives to protect the personal information of users including account information in accordance with the 「Personal Information Protection Act」 and related laws. The protection and use of user's personal information will be governed by the relevant laws and regulations and the personal information processing policy set separately by the company shall be applied.

② In order to provide the service promised to the user, the company can entrust the handling of the user's personal information to the subcontracting company to provide the service on behalf. If the outsourcing company needs to obtain personal information of the user in the process of providing the service, notification must be given to the user oneself and the company shall manage and supervise the subcontracted outsourcing companies so as not to violate the Personal Information Protection Act and related laws.

③ After the "Company" has provided personal information to the "Provider" in accordance with the User's consent to give information to linked sites other than the Company's official site (the "Provider" site, services provided by a third party, etc.), the "Provider" has a duty to protect personal information. In addition, the personal information processing policy of "Company" does not apply to the site operated and managed by "Provider".

④ The Company shall not be held responsible for any information including the account information of the user exposed by reason of the user's fault.

Article 11 (Obligations of the Company)

① The Company shall abide by the relevant laws and regulations and shall faithfully perform the exercise of the rights and obligations set forth in these terms and conditions.

② The Company shall have a security system to protect personal information (including credit information) so that users can use the service safely and the company disclose and observe the personal information processing policy. The Company shall not disclose or provide any personal information of a User to any third party except for the cases as stipulated in these terms and conditions and personal information processing policy.

③ In case any damages to the equipment or loss of data occurs during service improvement made for continuous and stable service, unless there are unavoidable reasons such as natural disasters, emergency situations, and technological defects and obstacles that are difficult to solve, the company will do its best to fix the problem or restore data without delay.

④ The Company handles customer support services (handling of user's comments, complaints, and error, etc.) for users who use game services, and details are subject to operating policy.

⑤ The Company endeavors to provide convenience to users in terms of the procedures and content of contracts with users, such as the conclusion of contracts for use, changes to contracts and termination of contracts etc.

Article 12 (User's Obligations)

① **Users shall not engage in any activity that intends and targets to do any of the following subparagraphs. The Company may establish in the Operational Policies etc a specific type of conduct that falls under subparagraph 1 or any of the following items, and the User shall comply with them.**

- 1. Falsely state when applying or changing information related to the game service**
- 2. Steal someone's information or impersonate employees, operators, or other related persons of the Company**
- 3. Manipulate the game program provided by the company or exploiting IP address or use any service not authorized by the company.**
- 4. Make, distribute, use and advertise computer programs, devices or gadgets not provided or approved by the Company**
- 5. Disclose or post information that is contrary to public order and good morals such as obscene or violent speech, writing, video, sound, and so on.**
- 6. Impair the reputation and disrupt business of the Company or any other third party**
- 7. Acquire game data (accounts, characters, game items, etc.) in a non-normal way and dispose of them in exchange of monetary value (transfer, sale, etc.) or by providing the object of right as collateral or for rental**
- 8. Use game services for the purpose of profit making, sales, advertising, political activities, etc. without the Company's consent**
- 9. Obtaining items from other users by way of deceit or gambling**
- 10. Using the service by exploiting the error or bug of the service**

11. Take unfair advantages by exploiting all processes related to user sign-up, game use, payment refund, etc. provided by the company and Settlement Company

12. 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

13. Disrupt the operation of Company services by intentional or gross negligence

14. Other acts that are prohibited by relevant laws and regulations or not acceptable in terms of the good-natured and general social norms

② Users are responsible for checking and observing these terms and conditions, the notice on the Operational Policy and the Game Services homepage, and other Company's notice etc.

③ The Company may establish in the Operational Policies on any of the following items, and the User shall comply with them.

1. Limitations on user's nick-name, account name, character name, family name, and guild name

2. Restrictions on content and methods of conversations etc.

3. Restrictions on use of the message board

4. Limitations on how to play the game

5. Matters that the Company considers necessary for the operation of the game service within the scope of not infringing the essential right to use the game service of other users

④ Managing account information is the responsibility of the user, Users may not use third-party accounts or make their accounts available to third parties.

⑤ Users must not purchase items etc. or purchase any game package by unauthorized use or theft of other's credit card, wired / wireless phone, bank account, etc.

Article 13 (Provision and Suspension of game service, etc.)

① The Company shall provide service of game according to the period of the Operating Policy. The Company shall notify the period of the game service through the initial game screen or on the Game Services homepage

② Notwithstanding the clause 1 above, game service may not be provided for a certain period of time in case that falls under any of the followings, and the company is not obliged to

provide game service during that time.

1. In case of maintenance, replacement of communication equipment such as a computer and periodic maintenance and when it is necessary for game service operation

2. If it is necessary to respond to unexpected service instability such as electronic intrusion like hacking, communication accident, disruption of service facilities, or abnormal game use behavior of users

3. When the provision of services is prohibited in a manner of restrictions on certain time or number of times etc in accordance with relevant laws and regulations, government, and company policies

4. If it is impossible to provide normal game service due to force majeure such as natural disasters, emergency situations, power outages

5. In case of significant management necessity of the company due to company's division, merger, transfer of business, abolishment of business, or deterioration of profit of the game service

③ The Company may suspend the game service for a certain period of time on a weekly or bi-weekly basis in the case of clause 2, number 1. In this case, the company will notify the users at least 24 hours in advance on the initial game screen or on the game service homepage.

④ The Company may temporarily suspend the service without prior notice for the reasons stated in clause 2, number 2. In such cases, the Company may post such notice on the initial screen of the game or on the Game Services homepage later.

⑤ The Company shall not be liable for any damages incurred to the user in terms of the use of the free services provided by the Company unless there is intentional or material negligence on the Company's part.

⑥ Regarding the use of paid services provided through an agreement between Company and User, if the service is suspended or disabled continuously for more than 4 hours (cumulative time) per day without prior notice due to the reason of the company, only to the accounts of continuous use contract, the service hours will be extended for free for 3 times of the suspended or disabled time, and the user cannot claim separate compensation for the company.

⑦ In the case the company announces and suspends • disables all paid services regarding the game service and the disruption time exceeds 10 hours, the service time is extended for free of charge as long as the exceeding time, and the user cannot claim separate compensation for the company.

⑧ In case of clause 2, number 3 or 5, the company may suspend all game services according to technical • operational needs, and can notify it on the website 30 days in advance and then suspend the provision of game services. If there is an unavoidable circumstance that such notice cannot be posted in advance, it may be notified at a later date.

⑨ If the Company terminates the Game Service pursuant to clause 8, the User shall not be entitled to claim damages for the free service • paid service that has no remaining period available, the Continuous Paid Service Use Agreement • Paid items that have limited use period. The use period of the paid services that have no limit on use period will be deemed to be as the end of service provision.

⑩ The Company may request the user to install the computer / console program provided by the Company for the purpose of providing the service. Before the user installs the program, the company must notify the user in an appropriate manner of such important information as 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. However, if a user sets the browser option to install the ActiveX program automatically, the company considers that the user has agreed to install the ActiveX program and can install the program without further confirmation.

⑪ The company may omit the process of posting important notice and obtaining consent when the patch or update is required to the extent that the Company does not make any significant changes to the notice in the above clause.

Article 14 (Change of Game Service and Modification of Contents)

① Users may use the game services provided by the Company in accordance with these terms and conditions, the Operational Policies and the game rules set by the Company.

② The game world that a company provides to its users through game services is a virtual world created by the company, and the company has comprehensive rights to create, change, maintain, and repair the game contents. The contents of the game service and affiliate service provided by the company may be changed (patched) from time to time according to the operational and technical needs. In this case, the company notifies the user through the homepage.

③ For more information about the affiliate service provided by the company such as the details of the service, the obligations of the third party company, and the rights / obligations of the user are set out in the separate terms and operating policies etc (hereinafter referred to as "Terms of Affiliate

Service") provided by the third party for each affiliate service. When using the Affiliate Service, you may be required to agree to the separate Affiliate Terms and conditions provided by the third party.

④ The company can reorganize and separate various games and related sites provided on the homepage and in the game service as part of the game service. In this case, the company will actively notify the users, and the users will receive services from the reorganized or separated sites.

⑤ If it is deemed necessary for the operation, the Company may add, delete or change the planning of the game service or the information related to the game.

Article 15 (Management of Posts)

① **The rights and responsibilities of the user's post belong to the individual user and the user's responsibility for the civil and criminal liability arising from the post's infringement of intellectual property rights such as copyrights of third parties, and if not due to the company's intention or negligence, is entirely borne by the user.**

② **The company values the user's posts and protects them with the best of care not to be altered, damaged or deleted. However, the Company may delete, move or refuse to register the posts that falls under any of the following subparagraphs without prior notice and it may take certain measures on the users who posted the posts according to these terms and conditions and Operational Policy.**

1. If the post contains materially offensive or defamatory content to other users or third parties

2. If the post is about pornographic material or is linked to a sexually explicit site

3. Content that infringes any rights, including other intellectual property rights such as copyrights etc of the Company, other users or third parties

4. If the content is not in accordance with the posting principles prescribed by the company or the nature of the bulletin board

5. In case the content is related to the sale of user account, game cyber items, game virtual assets, etc. It is prohibited by the Company's policy

6. If the post is about promoting piracy or hacking

7. If it is objectively recognized as being connected with a crime

8. If the post is for advertising purposes for profit

9. If it interferes with the normal operation of the company or service

10. If the post distributes or is linked to the contents that violate public order and morals

11. If it is judged to be in violation of other relevant laws and regulations of Article 12

③ Anyone whose legal interests are violated because of the post may request the suspension or deletion of the post according to the related laws and procedures established by the relevant laws and Customer Center, and the company shall take necessary measures in accordance with relevant laws and regulations.

Article 16 (Collection of Information, etc.)

① All communications (hereinafter referred to as "conversations, etc."), including conversations and in-game letters between users within the Game Service may be saved • stored as this information is owned solely by the company.

② The company may read this information to the limitation of such cases as when it is deemed necessary for the dispute settlement among the users, 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, Other violations of current laws and regulations, and when it is necessary to view the user's chat information in relation to investigation, processing, confirmation and remedies of serious Violation of the Terms prescribed in Article 12 and Article 20 clause 4 of these terms and conditions) This information is owned solely by the company and a third party who is not authorized by the law cannot read it.

③ The Company shall notify the user if viewing the user's chat information is necessary in accordance with Article 2 and its related laws.

④ The company can collect • utilize the information of terminal setting and specification of user's PC etc to improve game service quality such as stabilization of game service operation and program etc. However, it must be collected after obtaining the consent from the user.

Article 17 (Ownership of Copyright, etc.)

① Copyright of content within the game service created by the company and other intellectual property rights are owned by the company. The Company grants to the users the right to use games in relation to game service in accordance with the terms and conditions set by the Company. Users may not dispose of them through such activities as transferring, selling, or providing collateral.

② Users shall not use for commercial purpose or let the third party use the information obtained by using the game service provided by the company, of which the information registered as intellectual property owned by the company or the provider company without the owner companies' prior consent through the means of copying, transmitting, publishing, distributing, broadcasting or otherwise.

③ The user shall allow the company to use it in the following manner and conditions, it being the in-game or game-related communications including the conversation text, images, sounds, and all materials and information (hereinafter referred to as "User Content") the User or other user uploads or transmits through a game client or game service.

1. Using the user's contents, to change the editing format and other transformations (in any form such as publication, reproduction, performance, transmission, distribution, broadcasting, creation of secondary works, etc., with no restrictions on the time length and scope)

2. The company does not sell, rent, or transfer user content for the purpose of trading without the user's prior consent

④ Matters related to the user's contents that is not integrated with the game service and not displayed in the game (For example, a post on a general bulletin board or the like) can be exposed to the search results, services and related promotions etc. For that exposure, part of them can be modified, cloned, and edited within the required range. In such cases, the Company shall comply with the contents of the Copyright Act, and the User may at any time request the posts to be deleted, excluded from the search result, concealed, or the like through the Customer Center or the in-service managing function.

⑤ If the Company wishes to use the user's postings in any way other than clauses 3 and 4, the Company shall obtain prior consent of the User through telephone, fax, e-mail, etc.

⑥ If the Company considers that the postings and the posting content within the game service posted or registered by a user fall under the category of the prohibited activities prescribed in Article 12, the Company may remove it or refuse to move or register it without prior notice.

⑦ Users whose legal interests are violated due to the information posted on the bulletin boards operated by the Company may request the Company to delete the information or to post the contents of refutation. In this case, the Company will promptly take the necessary action and notify the applicant.

⑧ Clause 3 and 4 shall remain in effect while the Company is operating the Game Services and will continue to apply even after the User's deactivation.

Article 18 (Advertising and Transactions with Advertisers)

① The Company may provide users with various information that is deemed necessary during the use of the game service by means of notices, e-mail or telephone. However, the user can refuse to receive at any time via e-mail or telephone.

② Company may place advertisements on game service homepage, e-mail, telephone, etc. regarding the operation of game service. However, in case of sending by telephone or e-mail, the user's prior consent is obtained and the receiving user can refuse to receive at any time by e-mail or telephone.

③ The services provided by the company include various forms of advertisements such as banners and links, which can be linked to pages provided by third parties.

④ If the page is linked to a page provided by a third party according to the preceding clause, the page is not a service area of the company, so the company does not guarantee reliability, stability, etc. The Company shall not be held liable for any damages caused by this to the user.

Article 19 (Service for Testing purpose)

① Before the company officially commercializes a new service, the company can conduct beta testing for a certain period of time for its users. In each case, test subject, period and related contents will be announced separately through notice of the game service.

② Beta service may contain changes, addition or deletion of game data in order to provide stable service. The game money, characters, all data related to the test purpose service acquired by the user 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 prior notice. However, in case of damages caused to the user by intentional or serious negligence of the Company, the company will make compensation limited to direct damages.

Article 20 (Restrictions and Suspension of Game Services)

① **The Company may limit the user's use of the game service according to the following categories: The user's specific obligation to avoid being restricted shall be determined by the Operational Policy pursuant to Article 22.**

1. Limit some rights to characters: Limit certain rights such as character chatting for a certain period of time

2. Restrictions on using characters: Restrict the use of the user's characters for a certain period or forever

3. Limitations on account use: Limit the use of a user account for a certain period of time or permanently

4. Restrictions on Membership Use: Limit the use of user's game services for a certain period of time or permanently

② **If the use restriction of the company is justified, the company will not separately compensate the loss of the paid contents and the loss of the points, etc. which the user has suffered due to the limitation of use.**

③ **The company may deactivate accounts, place restrictions, delete personal information, or separately store accounts for a certain time in compliance to its Operational Policy in accordance to related laws to protect its service or personal information. In the event of any action taken pursuant to this clause, the company shall notify the user 30 days in advance of**

the action according to Article 31. actions, I notify the user according to Article 31.

④ In case the user violates the obligations of the user set forth in Article 12 of these terms and conditions of Service, the Company may suspend the use of the game service or terminate the use contract by setting a certain period with a prior notice. However, if the user violates the obligations of the user in these terms and conditions of Service, or if the user damages the company with intentional or material negligence, the company may terminate the contract without a prior notice.

⑤ In the case of suspension or termination of the contract pursuant to clause 4, the Company shall notify the user in writing, e-mail or similar manner of the cancellation reason and the cancellation date or make it available to the user through the game service homepage. Also, in this case, the user can make an appeal by following the procedure of the homepage customer center.

⑥ The Company shall not be liable for any loss in relation to or arising out of membership termination if the user fails to read the reason for termination and the termination notice sent by the company.

Article 21 (Limitation on Use as Provisional Measures)

① The Company may suspend the account until the investigation of any of the following issues will be completed:

1. If the company received a legitimate report that the user's account was hacked or stolen.
2. If the user is reasonably suspected to be an offender, such as an unauthorized program user or for-profit user
3. If the user agreed to have the account investigated for issues the user cannot resolve by themselves
4. If provisional measures are deemed necessary to be taken on the account for reasons similar to those listed above

② In case of clause 1, the company will pay a certain amount in proportion to the duration of the game service after the investigation is completed, and extend the period of the user's game service use for a period that has been suspended to the users who have been using the game. Provided, however, this shall not apply in cases where the user proved to be an offender

under clause 1 or agreed to have the account investigated for issues the user cannot resolve by themselves.

Article 22 (Reasons and Procedure for Restriction of Use)

① The Company shall set the specific reasons and procedures for restriction on the use in the operational policy after considering all the circumstances such as the contents, degree of severity, frequency, and results, etc. of the violate behavior

② If the Company restricts the use as set out in Article 21 or 22, the User shall be notified of the following items by e-mail or on the initial screen of the game or on the game service homepage.

1. Reason for Use Limitation
2. Type and duration of the use restriction
3. How to appeal against the restriction

Article 23 (Appeal Procedure against the Restriction on Use)

① If a user disagrees with the Company's use restrictions, the user must file an Appeal Complaint, stating the reason for disagreeing with the Company's use restriction within 15 days from the date of receiving the notice by written form, e-mail, or similar method to the Company.

② The company that received the complaint under clause 1 must reply to the user's objection within 15 days from the date of receipt by written, e-mail, or similar method. However, if the company has difficulty in responding within 15 days, the company will notify the user of the reason and the processing schedule.

③ The company should take the corresponding action according to the answer above.

Article 24 (User's Termination and Deactivation of Membership)

① The User may terminate the Game Service Use Agreement (hereinafter referred to as "Deactivation"). If a user submits a deactivation request, the company goes through identification process, in which case the user is confirmed as oneself, the company proceeds with the deactivation according to the relative rules and regulations.

② The User may go through Customer Service if she or he wishes to terminate the Game Service Use Agreement

③ When a user terminates the use contract, the user's personal information is deleted except for when the company holds the user's information in accordance with the related laws, personal information processing policies and related decrees.

④ Once your deactivation is completed, you may not be able to sign up again for a certain period of time after your deactivation.

⑤ If the contract between the company and the user is terminated, the contract for the use of the game service provided by the company is also terminated, and the user 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.

Article 25 (Purchasing and Withdrawing Package/Paid Content)

① Users may purchase packages or paid content through the payment method provided by the third-party platform

② The rules and policies for purchasing and withdrawing packages or paid contents shall comply with the relevant terms conditions and policies of the third-party platform

Article 26 (Reimbursement of overpayment)

① In case where overpayment incurred, the company shall make a reimbursement in the same way it was charged except in the case that the same payment method is unavailable, the Company shall notify the user of the details

② In case where overpayment incurred because of company's negligence, the company shall reimburse the charges in the same method of payment. But in the case overpayment incurred due to the user's negligence, the user shall be responsible for the charges occurring in the process of reimbursement within a reasonable range

③ The company shall contact the user through the information provided by the user and request information that may be necessary to reimburse the overpayment charges

④ In relation to reimbursement on overpayment in this article, the company shall process the reimbursement process within 7 days upon receiving the necessary information provided by the user

Article 27 (Compensation for Damages)

① If the Company has caused damage to its users due to intentional or gross negligence, the Company shall be liable for damages.

② In the case that a user damages the Company in violation of these terms and conditions, the User shall be responsible for compensating the Company for the damages.

Article 28 (Limitation of Company's Liability)

① The Company is exempt from liability in the event that it cannot provide services due to force majeure such as wartime, a quasi-state of war, natural disasters, national emergencies, technical defects that are uncontrollable to solve, and the restriction by government policies etc.

② The company is exempted from liability unless there are intentional or material negligence on the company's part in case where a telecommunications carrier suspends or does not normally provide the telecommunication services as a result of which caused damage to the users.

③ The company is exempted from liability unless there are intentional or material negligence on the company's part in case where the game service is stopped or disabled due to inevitable reasons that are notified in advance such as maintenance, replacement, periodic inspection, construction, etc. of facilities for game service.

④ The Company shall not be liable for any disruption, suspension, or termination etc of the game service due to the cause on the user's part.

⑤ The Company shall be exempted from liability for any problems arising from the computer or console environment of the user or any problems caused by the network environment that involves no intentional or material negligence of the Company.

⑥ The Company shall not be liable for any loss or damage caused by the user's misrepresentation and neglected management of personal information such as identification information etc.

⑦ The Company shall be exempt from liability for the loss of user's game data including but not limited to game cyber assets (game money) and character level unless there is willful misconduct or gross negligence on the Company's part.

⑧ The Company shall be exempt from liability for the loss of user's game cyber assets (game money), user's game data (such as level) unless there is intentional or material negligence on the company's part.

⑨ The Company shall be exempted from any liability related to reliability and accuracy of the information, data, facts posted/transmitted on websites or within the game services by a user or a third party unless there is intentional or material negligence on the Company's part.

⑩ The Company has no obligation to intervene in the event of a dispute arising through game services or a dispute arising from violation of related laws on infringement of third parties' right between users and third parties, and the Company is not responsible for any damages arising from this.

⑪ The Company shall be exempted from liability for damages caused by affiliate services

provided by a third party, unless there is intentional or material negligence on the Company's part.

⑫ The Company may restrict the time of game service etc according to the nature of each game service or depending on the user's status according to related laws, government policies, etc., and the Company is exempted from liability for any matters related to the use of game services caused by these restrictions and limitations.

⑬ In the case of free services among the game services provided by the Company, the Company shall not be liable for damages unless there are intentional or material negligence of the Company.

⑭ The Company shall be exempted from liability for any damages arising out of the computer or console error of the user or in case of damages caused by omission or misrepresentation of the personal information and e-mail address, unless there are intentional or gross negligence of the Company.

⑮ In the event of termination of the service contract due to termination of the contract by a user or the company, except for the case when the company holds user's information in accordance with the relevant laws and personal information processing policy, the company will be able to delete user's account information and all associated data upon termination and the company is not responsible for matters arising from deleting user's account information and related data since the end of the contract.

⑯ If the User deletes the content or account information provided by the Company, the Company shall be exempted from responsibility. However, this may not apply in case of intention or gross negligence of the Company.

⑰ The company shall be exempted from responsibility for any damages to the Service or third-party payments caused by the User's negligence in managing passwords or authentication means or by failing to pay sufficient attention to prevent misuse, forgery, or falsification. However, this may not apply in case of intention or gross negligence of the Company.

Article 29 (Notice to Users)

① In the case the company makes notifications to the user, it may do so through e-mail, in-game message, or through text message (LMS/SMS) designated by the user.

② If the Company makes a notification to all users, the Company may substitute the method described in clause 1 above by posting on the company's game service homepage or the initial screen of each individual game site for more than 7 days, or by displaying a pop-up screen.

Article 30 (Governing Law and Jurisdiction)

① These terms and conditions shall be governed by and construed in accordance with the laws of South Korea and the laws of South Korea shall apply to lawsuits filed between the Company and the User.

② Disputes that arise between the Company and the User will adhere to the governing law of the courts of competent jurisdiction. This term is not governed by the United Nations Convention on Contracts for the International Sale of Goods. As a result, its effects are excluded and do not apply in this case.

③ By agreeing to the terms, you agree to jurisdiction of the courts of competent jurisdiction that mandate personal and legal affairs for any related claims you may have with the software product or this terms.

④ Pearl Abyss holds the right to make any legal claims and to seek equitable remedies from any courts anywhere in the world.

Article 31 (Handling of Complaints and Dispute)

① The Company shall guide users on how to present opinions or complaints on the initial screen of the game or on the game service homepage. The Company operates a dedicated organization

to handle such user's comments and complaints.

② If the opinion or complaint filed by a user is objectively recognized as fair, 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 users of the reasons for long process and processing schedule on the game service or notify the user as mentioned in Article 29 clause 1.

③ If a dispute arises between the company and the user and the third party dispute resolution body adjusts the dispute, the company can faithfully demonstrate the measures taken to the user such as restrictions on use etc and follow the coordination of the coordinating agency.

Addendum

This Agreement will be effective as of Aug. 26th 2021.