

## Agreement on Use of Website and Privacy Policy

Effective Date: October 21, 2018

Please carefully read through the following Terms and Conditions. The Contractual and Travel Terms and Conditions are an integral component of your booking at Schauptatz Ltd..

### Article 1 (Purpose)

The Purpose of this Agreement is to prescribe: various services that SCHAUPLATZ LTD ("Schauplatz"), whose purposes are life, travel and photography, provides through its Internet Homepage; and the rights and obligations of the users of said Homepage.

### Article 2 (Definitions)

- ① "Life" refers to the classification of special services Schauptatz plans and provides to its Customers for a special experience, such as workshops, tours, events, exhibitions, photo shoots and photo colloquiums.
- ② "Photography" refers to photography in a narrow sense, which means a classification, such as photo workshops and visual experiences.
- ③ "Photo Tour" refers to a special tour where one may share the philosophy of Schauptatz on life and photography.
- ④ "Travel" shares a definition similar to the workshop, not being the same as the Photo Tour.
- ⑤ "Customer" refers to a person who uses or wishes to participate in Courses, workshops, Photo Tours, etc. provided by Schauptatz.
- ⑥ "Homepage" refers to a virtual sales outlet configured by Schauptatz to provide goods and services ("Goods, Etc."), using IT devices, including computers, so that goods, etc. can be transacted.
- ⑦ "Member" refers to a person who has provided personal information to the Homepage to be registered as a Member, who is allowed to continuously receive information from Schauptatz and use various services provided by the Homepage.
- ⑧ "Non-Member" refers to a person who uses services provided by Schauptatz without being registered on the Homepage as a Member.
- ⑨ "User" refers to all persons, including Members and Non-Members, who use the Homepage.
- ⑩ "Purchase Request" refers to a request for the purpose of entering into an agreement on the service or services Schauptatz provides.

### Article 3 Stipulation, Explanation and Amendment of Provisions

① Schauptatz shall post: this Agreement, name of business; name of representative; address of business office (including the address of location where complaints of Customers are handled); telephone number, fax number, e-mail address; business registration number; telecommunication

sales report number; name of the Private Information Manager; etc. in the initial service screen (full screen) of the Homepage, in a manner easily understandable by Users. Users can peruse the provisions of this Agreement in a screen linked to the initial service screen.

② Schauptatz shall seek the agreement of Users by disclosing material information, such as withdrawal of subscription, terms of refund, etc., via a separate linked or pop-up screen in a manner that Users can understand, before Users agree to this Agreement to use the Homepage.

③ Provided that Schauptatz amends this Agreement, Schauptatz shall announce (the amended Agreement) in the initial screen of the Homepage by stipulating the effective date and reason for amendment and together with the current Agreement, from 7 days to 1 day before the effective date of the amended Agreement. Provided, however, that this Agreement is amended in a manner unfavorable to Users, (the amended agreement) shall be announced with a grace period of at least 30 days. In such a case, Schauptatz shall clearly compare the Agreement before and after amendment, so that Users can easily understand the differences.

### Article 4 Provision and Change of Service

- ① Schauptatz shall engage in the followings:
1. provision of information on Goods, etc. and execution of agreements;
  2. delivery or rendering of Goods, etc. for which agreements are executed; and
  3. other businesses Schauptatz undertakes.
- ② Provided that the quality or technological specification of Goods, etc. is altered, Schauptatz may modify the Goods, etc. to be provided under the agreement to be executed in the future. In such a case, (Schauplatz) shall immediately announce such modified Goods, etc. and date of provision thereof in the location where the description of current Goods, etc. is posted.

### Article 5 Suspension of Service

- ① Schauptatz may temporarily suspend the provision of services when repairing, inspecting or replacing IT facilities, when IT facilities malfunction or when telecommunication service is interrupted.
- ② Provided that Schauptatz becomes unable to provide services because it has changed or abandoned its businesses, or has been merged with another entity or entities, Schauptatz shall inform

Users of such suspension of services as prescribed by Article 8 hereunder and compensate Users under the terms originally offered by Schauptatz.

### Article 6 Membership Subscription

① A User shall subscribe for membership by indicating his/her agreement to this Agreement after entering his/her personal information in the subscription form of Schauptatz.

② Schauptatz shall register the User who subscribed for membership as prescribed by Paragraph 1 above, unless he/she falls under any of the following conditions:

1. when the subscriber had lost his/her membership before under Paragraph 3, Article 7 of this Agreement, with the exception of those who had lost his/her membership under Paragraph 3, Article 7 of this Agreement, 3 years have passed since the date of loss and Schauptatz has accepted his/her new membership subscription;
2. when the subscriber provides false information, fails to provide certain information or provides misspelled or otherwise erroneous information; or
3. when Schauptatz determines that registration of the subscriber as a Member poses significant technical difficulty to Schauptatz.

③ The subscriber shall become a Member when Schauptatz's acceptance reaches the subscriber.

④ When the information provided for registration under Paragraph 1, Article 15 is changed, the Member must inform Schauptatz of the changed information using email or other methods.

### Article 7 Withdrawal from and Loss of Membership

① A Member may request for withdrawal from membership to Schauptatz at any time, and Schauptatz shall immediately carry out the withdrawal process.

② In any of the following cases, Schauptatz may restrict or suspend a Member's membership privileges:

1. provision of false information during subscription;
2. failure to pay for Goods, Etc. purchased using Schauptatz or failure to repay the debt of a Member occurred with regard to his/her use of Schauptatz;
3. presenting a threat to the order of electronic commerce, such as interrupting

Schauplatz from providing its services to others or misappropriating Schauplatz's information; or

4. commission of an act prohibited by this Agreement or the law, or an act against sound public order and customs.

#### Article 8 Notice to Members

① Schauplatz may notify a Member via the email address designated by the Member and agreed upon with Schauplatz in advance.

② Schauplatz may replace its notice to unspecified individuals with a posting on its bulletin board for a week or longer. However, Schauplatz shall notify each Member, if the subject of the notice has a material effect on the Member's transaction.

#### Article 9 Purchase Request

Users shall request for the purchase of Goods, etc. on the Homepage using the following methods or other method similar thereto, and Schauplatz shall provide the details of each of the following when Users make the request in a way that Users can easily understand. Provided that a User is a Member, Sub-paragraphs 2 through 4 may not be applicable:

1. searching for and selecting Goods, etc.;
2. entering name, address, telephone number, email address (or mobile phone number), etc.;
3. terms of agreement for each product, service of which subscription withdrawal right is limited and confirmation of matters related to cost;
4. agreement to this Agreement and indication of acceptance or rejection of Sub-paragraph 3 above (e.g. via mouse click);
5. purchase request for Goods, etc. and confirmation thereof or agreement to Schauplatz's confirmation; and
6. choice of payment method.

#### Article 10 Receipt Confirmation Notice and Modification and Cancellation of Purchase Request

① Schauplatz shall provide a receipt confirmation notice for a User's Purchase Request.

② The User who received the receipt confirmation notice may request for the modification or cancellation of the Purchase Request, provided that there is a non-conforming indication. Provided, however, that the User has already made a payment, Article 15 on withdrawal of subscription shall apply.

#### Article 11 Establishment of Agreement

① Provided that a Purchase Request in Article 9 above falls under any of the following conditions, Schauplatz may not accept such request. Provided, however, that a minor enters into an agreement

without the consent of his/her legal guardian, the minor or his/her legal guardian may cancel the agreement:

1. when the Purchase Request contains any false information, fails to provide certain information or contains misspell information; or
2. when Schauplatz determines that accepting a Purchase Request poses a significant technical difficulty to Schauplatz.

② Once Schauplatz's acceptance is delivered to the User in the form of a receipt confirmation notice under Paragraph 1, Article 10 above, the User shall deposit an amount equal to 10% of the entire amount to be paid for purchase of Goods, etc. within 1 day of the date of receipt confirmation notice. The agreement shall be deemed established when the deposit is paid.

③ Indication of Schauplatz's acceptance must contain: confirmation of the User's Purchase Request; whether the requested item is available for sale; information regarding modification or cancellation of Purchase Request; etc.

④ The User shall pay the entire fee for his/her purchase of Goods, etc. no later than 5 days after payment of the deposit. Provided that a User fails to pay the full amount within the above period, Schauplatz may cancel the applicable agreement. In this case, Schauplatz shall not return the deposit in Paragraph 2.

#### Article 12 Payment Method

Fees for Goods, etc. purchased from the Homepage can be paid in any of the following methods available. However, Schauplatz may not additionally impose any amount of money under whatsoever title onto the fee to be paid for the purchase of Goods, etc. with regard to the payment method chosen by Customer:

1. on-line bank transfer; or
2. cash payment on site, such as the business location of Schauplatz.

#### Article 13 Cancellation of Agreement when Minimum Participation is Not Met

① When offering intangible programs, such as workshops, training, city tours, etc., to the User, Schauplatz may cancel the program or modify its schedule and contents, when the minimum number of participants for the program has not been met.

② Provided that Schauplatz cancels the program or modifies its schedule and contents because the minimum number of participants has not been met, Schauplatz shall make an appropriate notice to the Customer no later than 10 days before the day of the applicable program. In such a case, the Customer may change his/her program to another program or cancel the applicable agreement. However, provided that a customer wishes to

continue with his/her originally chosen program, he/she must inform Schauplatz of such a wish. Upon receipt of such a wish, Schauplatz may make a new offer to the customer.

③ Provided that Schauplatz cancels an agreement after making the notice prescribed in the above Paragraph within the due date, the Customer may recover the deposit or the entire amount of the fee he/she has paid. However, the Customer may not make a claim for any compensation for other damages.

#### Article 14 Withdrawal of Subscription and Refund

① Provided that Schauplatz cannot provide a program that the Customer has subscribed for, such as a workshop, because the maximum number of participant had been met, Schauplatz shall immediately explain to the Customer why it cannot provide the program, and if Schauplatz has received payment in advance, Schauplatz shall return the fee or make necessary arrangements to return the fee no later than 2 business days from the date of receipt of fee.

② Schauplatz's Terms of Photo Tour shall apply to the tour products.

③ A Customer may withdraw his/her subscription for a workshop or training course due to change of heart. In such a case, the fee shall be refunded as follows:

1. more than 31 days remaining from the date of the workshop or training course: the deposit or the full amount of fee except for a KRW 50,000 charge; or
2. 31 days or less remaining from date of program: no refund allowed.

#### Article 15 Protection of Personal Information

① Schauplatz will try to protect the personal information of Members as prescribed by applicable laws and regulations, including the Act on Promotion of Information and Communications Network Utilization and Information Protection, etc. Related laws and the personal information handling policy of Schauplatz will apply to the protection and use of personal information. However, the personal information handling policy of Schauplatz does not apply to the sites linked to the Homepage of Schauplatz.

② Schauplatz complies with the personal information valid period policy prescribed by the Act on Promotion of Information and Communications Network Utilization and Information Protection, etc. Schauplatz will carry out its policies aimed at protecting personal information by destroying under a certain procedure or separately storing and managing the personal information of Customer who does not use Schauplatz's IT service for one year.

③ Schauplatz shall not use the personal information

provided by Members for the purpose other than prescribed in this Agreement without the consent of Members or provide personal information to a third party for an arbitrary purpose beyond the scope of providing services to Members.

**Article 16 Transmission and Provision of Information**

① Schauptatz may provide Members various information deemed necessary for the Members while they are using the Homepage by posting such information on bulletin boards or by sending emails. Members may refuse to receive email (except for emails containing information related to transactions or answers to Customers' questions, as prescribed by applicable laws) at any time.

② When Schauptatz intends to transmit the information prescribed in Paragraph 1 above by telephone or fax, it shall do so by acquiring the prior consent of the applicable Member. However, this Paragraph shall not apply to replies containing information on Members' transactions and answers to Customers' questions.

**Article 17 Obligations Regarding Members' IDs and Passwords**

① Members are obligated to take care of their IDs and passwords.

② Members shall not allow any third party to use their IDs or passwords.

③ Provided that a Member discovers that his/her ID or password has been stolen or used by a third party, he/she shall immediately inform Schauptatz and follow Schauptatz's instructions.

**Article 18 Obligations of Users**

Users shall not:

1. register false information when making subscriptions or changes;
2. steal information of others;
3. modify information posted by Schauptatz;
4. transmit or post information (such as computer programs) other than the information designated by Schauptatz;
5. infringe upon the intellectual property, such as copyright, of Schauptatz or any third party;
6. defame the honor of or interrupt businesses of Schauptatz or any third party; or
7. disclose or post obscene or violent messages, images, voice recordings or any other information that is against the public order and good morals when using the Homepage.

**Article 19 Relationship Between the Homepage and Linked Sites**

① When the Homepage is connected to its sub-homepage (website) using hyperlinks (created in the form of text, image or moving image) or other

methods, the former shall be referred to as the Homepage and the latter shall be referred to as the "Sub-homepage".

② Schauptatz bears no obligation whatsoever for the transactions of Users made through the Sub-homepage, provided that a notice which declares that the 'Homepage has no obligation to guarantee the transaction Customer engages in with the Sub-homepage regarding the Goods, etc. provided by the Sub-homepage' is expressed through the initial screen of the Sub-homepage or pop-up window displayed at the time of connection thereto.

**Article 20 Ownership and Restrictions on Copyright**

① Copyright and other intellectual property of the works of Schauptatz posted on the Homepage belongs to Schauptatz.

② Users may not use trade the name or symbols of Schauptatz without the consent of Schauptatz.

③ Customers shall not use or allow any third party to use information of which intellectual property right is owned by Schauptatz such as those acquired while using the Homepage, such as designs, layout, shapes, graphics, etc., for the purpose of gaining profit by copying, transmitting, publishing, distributing, broadcasting or by any other method without the prior approval of Schauptatz.

④ Provided that Schauptatz uses the copyright of a Customer under an agreement, Schauptatz shall inform the applicable Customer of such use.

⑤ Users shall be fully liable for any damages arising from the User's use of information posted by Schauptatz without subscribing for program and entering into a service use agreement.

⑥ Schauptatz does not guarantee accuracy, completeness or appropriateness of information or data it provides through the Homepage.

⑦ Customers bear the responsibility for checking any information and issues related to Goods, etc. Schauptatz provides through its Homepage and the goods, programs etc. that Customers subscribe to are identical.

⑧ Schauptatz bears no obligation whatsoever on the content or products of the Sub-homepage hyperlinked to Homepage.

**Article 21 Member's Postings and Copyright**

① "Postings" shall refer to texts, photos, files and links Members post while using the services of Schauptatz.

② Provided that Postings of Members cause any damage or other problems, the applicable Member shall be liable for such damages or problems and Schauptatz shall not be liable in any way.

③ Schauptatz may arbitrarily take action, such as posting, suspending, modifying, deleting, moving or denying register, any of the following Postings without prior approval of the Member when the Postings:

- insult or defame other Members or a third party;
- distribute or link to content that are against public order and good customs and manners;
- encourage illegal copying or hacking;
- infringe upon a third party's copyright, and Schauptatz was asked to suspend posting of the Postings;
- are for-profit advertisements;
- are objectively deemed to have been connected to criminal or illicit activities;
- infringe upon the rights, such as copyright, of other Customers or third parties;
- are of private political decision or religious opinion, which Schauptatz deems inappropriate for the nature of its service;
- violate the principles on Postings prescribed by Schauptatz or does not correspond to the nature of bulletin board; or
- are deemed to be in violation of applicable laws and regulations.

④ Copyright of Postings posted by Members belongs to the Members who posted the Postings. However, Schauptatz may use the Postings of Members without any separate consent of the Members and free of charge for the purposes of operating, exhibiting, transmitting, distributing and promoting its service in compliance with fair practices prescribed by the laws related to copyright.

⑤ Provided that Schauptatz wishes to use the Postings of a Member in a way other than those provided in Paragraph 4 above, Schauptatz shall acquire the Member's prior consent by telephone, fax, email, etc.

⑥ Even if a Member terminates his/her Agreement, the Postings that have been re-posted or copied by others who stored such Postings; provided them in combination with others' Postings; or registered in common bulletin boards will not be deleted.

**Article 22 Jurisdiction and Governing Law**

① Any lawsuit related to a dispute on electronic commerce arising between Schauptatz and a Customer shall be brought to an exclusive jurisdiction of a local court that has jurisdiction over the location of Schauptatz's place of business.

② Laws of the Republic of Korea shall apply to an electronic commerce lawsuit raised between Schauptatz and Customer.

**Effective Date: October 21, 2018**