# Mindlogic Al Chatbot Terms of Service

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# **Chapter 1. General Provisions**

### Article 1 (Purpose)

These terms and conditions (hereinafter referred to as the "Terms") define the rights and obligations between Mindlogic Inc. (hereinafter referred to as the "Company") and the users regarding the AI chatbot services provided by the Company through desktop, laptop, mobile applications, websites, related software, and equipment, and the procedures for users to use the Services.

## Article 2 (Definition of terms)

- 1) The definitions of terms used in these Terms and Conditions are as follows:
  - 1. Service: Refers to the AI chatbot services provided by the Company to users through desktop, laptop, mobile applications, websites, related software and equipment in accordance with these Terms. The services currently include Persona Chatbot, University Chatbot, Sales Chatbot, Guide chatbot, and ARS Voice Chatbot, which may be added or changed in the future, and are collectively referred to as "Services" regardless of their names or forms.
  - 2. Chatbot: A computer program that responds to questions in natural language format.
  - **3. Persona Chatbot:** A chatbot that learns the knowledge, conversation style, and voice of a celebrity or fictional character to answer users' natural language queries as if it were the celebrity or fictional character.
  - **4. University Chatbot:** A chatbot that performs answers to users' multilingual queries based on the content posted on the university's website.
  - **5. Sales Chatbot:** A chatbot that learns related information to answer users' natural language queries for the purpose of selling products or services.
  - **6. Guide Chatbot:** A chatbot that learns related information to answer users' natural language queries for the purpose of guiding products or services.
  - **7. ARS Voice Chatbot:** A chatbot that understands users' natural language queries or performs answers to natural language queries using voice.
  - **8. Customization:** The act of configuring or creating a chatbot for a specific user by using the content provided by the user upon the user's order.

- **9. User:** A person who enters into a Service Agreement with the Company under these Terms and uses the services to utilize the chatbot for their business or activities.
- 10. Usage Contract: As defined in Article 4, Paragraph 1.
- 11. Applicant: As defined in Article 4, Paragraph 1.
- **12. Chatbot User:** A person who uses the chatbot by entering natural language questions or making voice queries to the chatbot provided or posted by the User.
- **13. Content:** Data, videos, images, photos, voice, text information, etc., that the User inputs, stores, provides to use the Services, or processes, creates, posts, or shares to be displayed on the chatbot using the Services.
- **14. Reason for Refusal of Approval:** As defined in Article 6, Paragraph 1.
- **15. ID:** A combination of numbers and letters or an email address set by the User upon registration and approved and registered by the Company to identify the User and use the Services.
- **16. Password:** A combination of letters, numbers, or special symbols used to verify the User's access rights, set by the User and approved by the Company, or arbitrarily created by the Company at the User's request.
- **17. User Information:** As defined in Article 8, Paragraph 1.
- 2 The definitions of the terms used in this Agreement, except for those defined in the preceding paragraph, shall be based on relevant laws and general practices.

## Article 3 (Specification, Effect and Amendment of Service Agreement)

- ① The Company shall post the contents of these Terms on the initial screen, connection screen, or payment screen of the website or service application, or at a place designated by the Company, to ensure Users can review them.
- ② These Terms shall become effective when they are posted in the manner described in Paragraph 1 or otherwise notified to the Users, and the Users agree to these Terms.
- 3 The Company may amend these Terms to the extent that it does not violate the Act on the Regulation of Terms and Conditions (hereinafter referred to as the "Terms Regulation Act"), the Basic Act on Electronic Documents and Electronic Transactions, the Electronic Signature Act, the Act on Promotion of Information and Communications Network Utilization and Information Protection (hereinafter referred to as the "Information and Communications Network Act"), the Act on Consumer Protection in Electronic Commerce, and other relevant laws and regulations.
- ④ If the Company amends these Terms, it shall notify Users of the amended contents, reasons for the amendment, the effective date of the amended Terms, and the fact that the usage contract may be terminated if the User does not agree to the amendment, by posting it on the website

- where the service is provided, in the service notice, on the service screen, or on a connected screen, or by sending an email at least [7] days before the effective date and up until the day before the effective date. However, if the amendment is unfavorable to Users or involves significant changes, the notice period shall be at least [14] days before the effective date.
- (§) If necessary, the Company may set specific terms (hereinafter referred to as "Individual Terms") that apply to certain services and notify Users in advance. If the User agrees to these Individual Terms and uses the specific service, the Individual Terms shall take precedence over these Terms in case of conflict, and these Terms shall apply supplementary to matters not covered by the Individual Terms. The provisions of Paragraphs 1 to 4 of this Article shall apply mutatis mutandis to the posting, effectiveness, and amendment of the Individual Terms.

## **Chapter 2: User Registration and Management**

### **Article 4 (Formation of Service Agreement)**

- ① The usage contract (hereinafter referred to as the "Usage Contract") under these Terms shall be established when a person who wishes to use the service (hereinafter referred to as the "Applicant") agrees to the Terms and confirms receipt of the verification code sent to their mobile phone. At this time, it is considered that the Company has accepted the User's application even if the Company does not separately indicate acceptance.
- ② The Usage Contract in the preceding paragraph shall remain valid unless terminated in accordance with Article 19 or Article 20.

#### **Article 5 (Application for Use)**

- ① The application for the Company's services is completed when these Terms are presented to the Applicant and the Applicant clicks the 'Agree' button.
- ② The Company may request information such as name, email, mobile phone number, subscription name, and legal representative's name for the purpose of verifying the Applicant's age or identity or for providing the service. If the Applicant does not comply, registration or use of the service may not be possible.
- ③ If it is found that the information provided by the User to the Company is false or inaccurate after the User's registration, the Company may take measures such as temporarily suspending the provision of services to the User or permanently suspending the User's service usage, and may terminate the Usage Contract. The User is responsible for any damages incurred by the User, the Company, or third parties as a result.

The Company may provide Users with a variety of useful information about the Company's services and related services via email, text messages, application notifications, etc. However, Users may refuse such information from the Company.

## **Article 6 (Approval and Restriction of Service Application)**

- ① If any of the following reasons (hereinafter referred to as "Reasons for Refusal") apply, the Company may, at its discretion, refuse approval of the service application.
  - 1. If the applicant is under the age of 14 and cannot obtain the consent of their legal guardian
  - 2. If the applicant uses someone else's name or uses a false name
  - 3. If the applicant provides false information in the application or does not meet the requirements for service application
  - 4. If the applicant has violated obligations under these Terms and Conditions in the past
  - 5. If the same user attempts to register twice with different IDs
  - 6. If the applicant intends to use the service for purposes that undermine public safety, order, or morals, or for illegal purposes
  - 7. If there is a possibility of disseminating malicious code, such as viruses
  - 8. If the service application is made for the purpose of reverse engineering or analyzing the Service by other means
  - 9. If the approval is deemed inappropriate for other reasons similar to those in each of the above items
- ② The Company may withhold approval in any of the following cases until the reason for such withholding is resolved:
  - 1. When the Company's facilities are insufficient, it is difficult to support certain devices, or there are technical difficulties
  - 2. When there is a malfunction in the Service or a failure in the payment method for the Service
  - 3. When it is determined that the approval of the service application is difficult due to other reasons equivalent to the above

#### Article 7 (Management of ID and Password)

- 1) Users shall not transfer or lend their ID and password to others.
- ② If User becomes aware that their ID or password has been stolen or used by a third party, the User must immediately notify the Company and comply with the Company's instructions regarding measures to be taken against the theft or unauthorized use of the ID or password.
- 3 The Company shall not be responsible for any losses or damages caused by the leakage, transfer, or lending of ID or password not attributable to the Company's actions or for any losses incurred by the User's failure to comply with the obligations set forth in paragraphs 1 and 2.

The Company may request the User to change their ID, password, or email address in accordance with the security policy or for the smooth provision of the Service and may suspend the provision of the Service until the change is made.

## **Article 8 (Collection and Management of User Information)**

- ① The Company may collect additional personal information (hereinafter referred to as "User Information") necessary from the User in addition to the information provided by the User when applying for the service. In this case, the Company obtains consent from the User regarding information collection in accordance with the privacy policy and relevant laws and regulations.
- ② The Company shall make efforts to protect user information in accordance with applicable laws and regulations and shall handle the protection and use of user information in accordance with applicable laws and the Company's privacy policy. However, the Company's privacy policy shall not apply to linked services other than the Services provided by the Company.
- 3 The Company shall manage user information with considerable care to prevent loss, theft, leakage, or alteration of user information. However, the Company shall not be responsible for any damages caused by the User's own fault resulting in the leakage of user information.
- The Company shall announce its privacy policy on the protection and management of user information through its website or Service application so that User or Service Applicant can be informed.

## **Article 9 (Modification of User Information)**

- ① Users must promptly update any information provided during the application for the Services if it changes.
- 2 The Company shall not be responsible for any damages caused by the User's failure to modify, or incorrect modification of, User Information, despite any changes made to User Information.

## Chapter 3. Obligations of Parties to the Service Agreement

## Article 10 (User's Obligations)

- ① Users must use the Services in compliance with these Terms of Service and related laws.
- ② User shall assume full responsibility for all activities carried out by anyone using User's account or ID to access the Services and shall bear full responsibility to ensure compliance with these Terms of Service and related laws.
- ③ Users shall guarantee the legality of all Content, including but not limited to information and videos processed, produced, broadcasted (streamed), posted, sent, transmitted, or uploaded

- through the Services, and shall ensure that there is no infringement of the rights of third parties, damages, or harm caused by such Content.
- The User is fully responsible for the legality of the content, as well as any infringement of third-party rights or any damages or losses caused by the Content. The Company does not assume any responsibility for any Content, but if the Company becomes aware of any violation of this Agreement or relevant laws or receives complaints of infringement of rights, damages, or losses from third parties, the Company may take necessary measures such as deleting the Content without prior notice to the User at its discretion. In such cases, the User may make efforts to prove the legality of the content to the Company, but the User cannot demand compensation for any damage caused by the Company's actions or measures.
- ⑤ The user agrees not to engage in the following acts and is solely responsible for ensuring that those who have access to the user's account/ID do not engage in these acts:
  - 1. Registering false information during Service Application or information modification
  - 2. Stealing or leaking information about others
  - 3. Allowing others to use the User's account or ID, providing IDs and passwords to third parties, or granting access rights to them
  - 4. Reselling purchased Services
  - 5. Attempting to duplicate, disassemble, analyze, imitate, modify, or alter the Service through reverse engineering, decompiling, disassembling, or any other form of manipulation
  - 6. Attempting to access the technical basis of the service, such as source code, processes, data sets or databases, management tools, development tools, servers, or hosting sites
  - 7. Creating competitive services or products, or benchmarking the Service for the purpose of creating such services or products
  - 8. Attempting to replicate the characteristics, functions, graphics, or any other aspects of the Service
  - 9. Developing or producing services or products that are inherently similar to the Service for the purpose of generating revenue
  - 10. Using or accessing the Service in abnormal ways that are not in accordance with the normal usage methods provided by the Company
  - 11. Abusing or interfering with the Company's network, user accounts, or the Service, or engaging in any actions that disrupt business operations
  - 12. Uploading or transmitting software, content, or code that can cause damage, disable, or destroy the Service or have a negative impact on the performance of the Service
  - 13. Uploading or transmitting software, content, or code to extract information or data from the Company's hardware, software, network, or other Users
  - 14. Using the Service in a way that can have a negative impact on other services or systems

- 15. Engaging in any actions that violate the law or this Agreement
- ⑥ To use paid services, Users must pay the usage fee according to the method specified by the Company.
- ① Users acknowledge that the Service and related technical information or data may be subject to export control and trade sanctions laws of certain countries, and agree to comply with such laws.
- ® The Company may investigate the actions of Users that violate or are suspected of violating the obligations of Users set forth in this clause, and may take appropriate measures at its discretion. These measures may include warning, deletion of content, deletion of account or profile, revocation of all or part of the benefits provided to such User, restriction of all or part of the use of the Service, termination of the User Agreement, and reporting to relevant administrative agencies. In case of damages caused by the actions of Users, the Company may claim compensation for such damages.

## **Chapter 4 Use of Services**

## Article 11 (Use of Services)

- ① The Company generally provides Services 24 hours a day, 7 days a week. However, the Company may suspend all or part of the Services at any time due to service malfunctions, or for the purpose of resolving malfunctions, improving quality, or changing content.
- ② Users may use the Services by operating the applications for the Services provided by the Company in the usual manner. Mechanical or repetitive operations using automatic means do not fall under the "usual manner" of operation.
- 3 Except as expressly specified in these Terms of Service or with explicit permission from the Company, Users may not use the Services in ways other than those specified in paragraph 2 above.
- 4 During the process of downloading the Service application or using the Service, the User/Service Applicant may incur separate charges determined by the telecommunication company they have subscribed to, and the User/Service Applicant shall bear these charges.
- (5) If the device for the Services is changed, the number is changed, or overseas roaming occurs, all or part of the Services may be unavailable, and additional fees may be charged as specified by the telecommunication company, for which the Company shall not be held responsible.
- 6 Even when the application for the Services is not being executed, background operations related to the Services may be carried out on the device. In such cases, additional fees may be charged depending on the characteristics of the device or telecommunication company, for which the Company shall not be held responsible.

#### **Article 12 (Free Services)**

- ① The Service may be provided for a certain period of time or for certain features free of charge. The period and scope of free service may be changed at any time without prior notice at the discretion of the Company.
- 2 Even when using the Service for free, the user must comply with these Terms of Service.
- 3 The Company shall not be liable for any permanent or temporary suspension, modification, or other changes to all or part of the free Services.
- The Company shall not be responsible for the loss of information (such as data, videos, audios, texts, and usage records) stored through the free Services provided to Users.

### Article 13 (Paid Services, Fees, and Taxes)

- ① Users may use paid services that are set at a fixed rate according to the Company's policies or enter into a separate contract with the Company to use paid services. The Company shall post the pricing policy on the website or application, and Users must carefully review the Company's pricing policy before making a payment. If a separate contract is entered into between the User and the Company, the terms of that contract shall take precedence over these Terms or the Company's pricing policy.
- ② If the paid service is suspended pursuant to the proviso in Article 11, Paragraph 1 (excluding cases of service disruption and its resolution, as per Article 25), the Company may provide compensation to Users in accordance with internal policies.
- 3 The Company is not responsible for any loss of information (e.g., videos, audio, text, usage records, etc.) stored by the User while using the paid services.
- Users agree that the Company may charge all amounts incurred due to the use of services to the User's credit card or other payment methods chosen by the User and approved by the Company.
- ⑤ Unless otherwise specified, when the Company displays the price of services, it only shows the net service usage fee, excluding various taxes, public charges, regulatory fees, user and accountrelated fees, installation costs, etc.
- ⑥ If the Company imposes various taxes on Users in addition to the service usage fee, such details will be indicated on the invoice issued by the Company in accordance with laws and regulations. The Company, at its discretion, calculates the taxes to be paid, and the imposed taxes and regulatory fees may be changed without notice.
- ① Users agree that the aforementioned invoices and other documents may be issued electronically via email or other means.
- ® Users are solely responsible for paying any taxes and fees required for the use of the service, and if necessary for tax payment, Users must provide the Company with their taxpayer identification number and relevant documents.

- If the User wishes to be exempt from taxes or fees, the User must provide all appropriate evidence to the Company to prove that they are eligible for tax exemption. The Company has the right to impose taxes or fees on the User if it determines that the evidence provided is not valid.
- ① The User agrees that all payment obligations imposed on the User cannot be canceled, and that all amounts paid will not be refunded for the corresponding initial subscription period or the current use period.
- ① The Company may, at its sole discretion, change the prices of the Service at any time. All price changes will be effective from the start of the next billing cycle for the paid service. However, the Company must provide email notification to paid service users of any such fee increases before the end of the initial subscription period or current usage period. If a discount benefit provided for a predetermined period, such as a promotion, ends, no separate notification will be provided to the user regarding the price change.
- <sup>12</sup> The discounted or promotional price may be temporary and may expire without further notice when the renewal period begins. The Company reserves the right to discontinue or modify any and all promotions, sales, or special events at its discretion.
- The User agrees that the Company may take necessary measures to collect fees from the User if the User fails to fulfill payment obligations such as service fees, taxes, and commissions. Additionally, the User is responsible for all costs incurred by the Company in connection with the collection activity, including fees, legal expenses, and attorney fees. The User agrees that the Company may charge interest on any unpaid amount at a rate of 2% per month or the legally maximum amount, whichever is less.

#### **Article 14 (Protection and Collection of Content)**

- ① The ownership of the content provided by the User to the Company to input into the chatbot or for customization purposes belongs to the User. Except in the following cases, the Company does not access, view, or otherwise process the User's content separately:
  - 1. When specified by this agreement and the Company's privacy policy
  - 2. In cases where the User gives permission, instructions, or consent
  - 3. When necessary to fulfill the Company's obligations under this agreement
  - 4. When required by law
- 2 The User shall legally secure and use or provide the intellectual property rights related to the content and guarantees that it does not infringe on the legitimate rights of third parties (including but not limited to intellectual property rights, rights of reputation, portrait rights, copyrights, trademark rights, etc.).
- 3 The Company shall not use the content provided for customization to generate other chatbots or for Al learning.

The Company does not involve itself in whether the User collects or uses the chatbot user's personal information, and the responsibility for collecting and using the chatbot user's personal information lies entirely with the User.

## **Article 15 (Provision of Information and Advertisement)**

- ① The Company may provide various information deemed necessary or beneficial to users through notices within the Service, Service screens, email, or other methods.
- ② If the services provided by third parties through links under this clause lead to areas other than the Company's service area, the Company does not guarantee reliability, stability, or any other such aspect, and is not responsible for any damages incurred by users as a result of using such services.

#### **Article 16 (Limitations on Service Use)**

If any of the following circumstances apply, the Company may, at its discretion and without separate notice, restrict or suspend all or part of a specific User's use of the service, and the usage fee paid by the User will not be refunded(hereinafter referred to as "User Qualification Suspension Measures").:

- 1. If the User intentionally or negligently interferes with the operation of the Company's service
- 2. If the User violates any obligations stated in Article 10

### **Article 17 (Ownership and Use of Copyrights)**

- ① All rights to trademarks, trade names, service marks, logos, domains, and other intellectual property related to the Company or the Service belong to the Company. However, the Content provided to users through the Service, such as videos, audios, designs, texts, scripts, graphics, and other materials, may be used freely by users as long as they do not harm the Company's interests.
- ② The User shall not counterfeit or use any techniques to counterfeit the Company's marks or other proprietary information (including images, text, page layout, forms, etc.). The User shall not use meta tags or other "hidden text" that utilize the Company's marks or other proprietary information.
- 3 Except for the intellectual property rights owned by the Company pursuant to Paragraph 1, all intellectual property rights to the content created by User are retained by the User.
- 4 Users must not infringe on the intellectual property rights of others. The Company may refuse to provide service to Users who are, even alleged by others, suspected of infringing on the intellectual property rights of others.
- ⑤ If Users believe that their intellectual property rights have been violated by other Users, they may immediately notify the Company through the methods posted on the website or the Service.

## **Article 18 (Disclaimer of Warranties)**

- ① The Company does not guarantee the accuracy or error-free nature of the services.
- 2 The Company does not warrant the quality, suitability for a specific purpose, timeliness, or performance of the services, nor does it guarantee that the services will meet all of the User's requirements or operate without interruption or error.
- 3 Users shall use the services at their own risk and agree that the services are provided "as is" with all faults and without any express or implied warranties.

## Chapter 5 Termination of Service or Service Agreement, Change of Plans

## **Article 19 (Termination by User)**

- ① The User may terminate the service agreement at any time by notifying the company of their intention to terminate in accordance with the procedures outlined in these terms and the service. However, if the user is using a paid service, the user must terminate the paid service first and then may terminate the service agreement at the end of the relevant usage period.
- ② If the Company significantly violates this Service Agreement and the User demands in writing that the Company rectify the violation, but the Company fails to rectify it within 30 days, the User may provide written notice to the Company of the reason for termination and terminate this Service Agreement.

### **Article 20 (Termination by Company)**

- ① Users may terminate the Usage Contract at any time by clicking the withdrawal button on the website or mobile application. However, if the User is using paid services, the User must first terminate the paid services and can terminate the Usage Contract at the end of the corresponding usage period.
- 2 The Usage Contract shall be terminated when the User's intention to terminate reaches the Company, and upon termination of the Usage Contract, the Company shall delete the User's service usage history. However, in relation to Article 3 of the Privacy Policy, the Company may internally retain information that is required to be kept by law for a specified period.

## Article 21 (Effectiveness)

- ① Even if the User terminates the Service Agreement in the middle of the usage period for which the User has paid the usage fee, the User may continue to use the service until the end of that usage period, and the Company will not refund the usage fee for the remaining period.
- 2 Even if the User cancels or changes the paid service plan/product in the middle of the usage period for which the User has paid the usage fee, the User may continue to use the previous paid

service plan/product until the end of the usage period, and the Company will not refund the usage fee for the remaining period.

#### **Article 22 (Termination of Service)**

- ① The Company may terminate the Service for all Users. In this case, the Company shall notify the Users by posting a notice of such termination on the Service screen or its connection screen, or by email, at least [1 month] prior to the scheduled termination date.
- ② The Company shall not be liable for any losses or damages incurred by the user due to the termination of the service if the company has followed the procedures outlined in paragraph 1.

## **Chapter 6 Miscellaneous**

### **Article 23 (General Provisions)**

- ① The rights and obligations of the User under these Terms and the Service are personal to the User and, unless required by law or with the prior written consent of the Company, may not be transferred.
- 2 The Company may transfer its rights and obligations under these Terms and the Usage Contract without restriction, including through mergers, acquisitions, bankruptcy, reorganization, or the sale of all or part of its assets or shares.
- ③ If one or more provisions of these Terms are deemed invalid, illegal, or unenforceable by a competent court, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that most closely reflects the intent of the original provision.

#### **Article 24 (Notification)**

- ① The User shall specify an email address for receiving emails at the time of registration and may change the email address through the service application in the future.
- ② Unless otherwise specified in these Terms of Service, all notices from the Company to the User shall be sent to the email address designated by the User in accordance with the above Paragraph 1. Any notice sent by the Company shall be deemed received by the User on the date of sending, regardless of whether the User has actually received the notice.
- ③ Unless otherwise specified in these Terms of Service, if the Company needs to notify all Users, the Company may do so by posting on its website or presenting a pop-up screen for more than [7] days, instead of providing individual notice as specified in Paragraph 2 above.

#### **Article 25 (Indemnification)**

The Company and its employees and agents shall not be liable for any damages arising from the following:

- 1. Inability to provide services due to natural disasters or other force majeure events.
- 2. Damages caused by maintenance, replacement, regular inspection, construction, or other similar reasons for service facilities.
- 3. Service usage disruptions due to reasons attributable to the User or chatbot user.
- 4. Damages arising from false or inaccurate user registration information.
- 5. Damages resulting from inaccuracies in chatbot responses or damages caused by chatbot users acting on chatbot responses.
- 6. Damages incurred from using the services without entering into a Usage Contract, including using the services without applying or using the services despite the Company not approving the User's application.
- 7. Damages resulting from the User's violation of obligations under Article 10.
- 8. Damages arising from any illegal access or use of the server by third parties.
- 9. Damages arising from any illegal interference or interruption of transmissions to or from the server by third parties.
- 10. Damages caused by all viruses, spyware, and other malicious programs illegally transmitted or distributed by third parties using the services.
- 11. Damages caused by errors, omissions, deletion, or destruction of transmitted data.
- 12. Other damages caused by acts for which the Company has no intent or gross negligence.

#### Article 26 (Partial Invalidity)

If any provision of this Service Agreement is found to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Service Agreement.

## Article 27 (Governing Law, Dispute Resolution, Jurisdiction)

- ① This Service Agreement shall be governed and construed in accordance with the laws of the Republic of Korea.
- ② Any disputes arising from or in connection with this Service Agreement shall be resolved through arbitration in accordance with the domestic arbitration rules of the Korean Commercial Arbitration Board.
- 3 If a lawsuit is filed regarding a dispute between the Company and the User, the Seoul Central District Court shall be the exclusive court of jurisdiction for the first instance.