

Playstock Terms of Service

Article 1. Purpose

The following Terms of Service is a legal agreement between you and “Playstock” (hereinafter: the “Company”) owned and run by tripClip Co. Ltd. The agreement settles the terms and conditions regarding the use of online service and application of Playstock, inclusive of the rights and responsibilities between the company and individual, and other details necessary to the use of the website <http://playstock.net/> (hereinafter: the “Site”).

Article 2. Definitions

1. “Content” refers to all footage available on the Playstock Site.
2. “Editorial” refers to all footage made for illustrative purposes in a context that is newsworthy or of human interest. Such use excludes any commercial purposes, such as advertising.
3. “User” refers to individuals registered to the Playstock Site, and who have agreed to the Terms of Service and Privacy Policy of the Site prior to its use.
4. “Contributor” refers to individuals amongst Playstock users who have given consent to providing additional personal details for the purposes of uploading and selling their content.
5. “Username” (ID) refers to a combination of letters and/or numbers provided by the user AND approved by the company, usually the email address used for registration, for the purposes of identification and use of the Site.
6. “Password” refers to a combination of letters and/or numbers provided by the user for the purposes of identification of the user in line with the username and safeguarding the user’s personal details.
7. “Service” refers to the act of using the Site by the user, through both paid and free-of-charge subscription.
8. “Termination” refers to the cancelling of subscription by the Company or the user.
9. “Payment” refers to the amount of money the Company allocates for the approved content submissions onto the Site, in the account set by the user and approved by the Company. The Company may use a third-party payment processor such as Paypal in facilitating the payment amount not inclusive of additional fees that may occur in the process (eg. foreign exchange fees, credit card fees, data plan charges, mobile carrier fees)
10. “Commission” refers to the deduction of gross content price at a rate set by the Company during the act of payment for the purposes of operating the Site.
11. “Other expenses” refer to additional necessary charges that may occur in the process of payment, such as but not limited to: foreign exchange fees and/or credit card fees.

Article 3. Nature of the Engagement

1. These Terms of Service (hereinafter: the Terms) will be provided on the main display page of the Site, for easy access to the users.
2. The Company can alter these Terms in the condition within permissible range of ACT ON THE REGULATIONS OF THE TERMS AND CONDITIONS and ACT ON PROMOTION OF INFORMATION AND COMMUNICATIONS NETWORK UTILIZATION AND INFORMATION PROTECTION.

3. On the condition that the Company updates or alters any provisions on the Terms, the Company will notify you through "Notice" or email specified in the registration form 7 days prior to its effective date. If said alterations may in any way be disadvantageous to you, details will be notified clearly through a pop-up screen or email in addition to the "Notice".
4. If you do not object to the alterations notified through methods specified in 3.3 within 7 days, it is understood that you agree to the Term's alterations.
5. If you object to the modified Terms within 7 days as specified in 3.4, the Company cannot apply the alterations to the Terms, and you may not use the Service from the effective date of the alterations.
6. Any changes in the Terms will only affect the subscriptions made after its effective date. The subscriptions made before the altered Terms will abide by the provisions in the previous Terms.

Article 4. Interpretation of Terms

1. Any interpretation or undecided matters in these Terms will comply with applicable law and regulations.
2. All claim and dispute amongst the users will be processed primarily in accordance with the Terms. Users will be responsible for all matters rising out of ambiguity or undecided details of the Terms, according to the related laws and regulations.

Article 5. Use Agreement

1. The Use Agreement comes into effect when an individual, with the intent of becoming a "User", agrees to the clauses of the Terms to the Service, and the Company approves of this decision.
2. In relation to clause 5.1, the Company reserves the right to confirm its user's identity and the Company may ask for your legal documents for verification purposes.
3. You must not impersonate any person, falsely state your identity or otherwise misrepresent your affiliation with a person or entity. You are responsible for any legal matters from providing false or misleading information.
4. The Company will not approve the registrations of the following:
 - a. Minors below the age of 18
 - b. Accounts with false name or impersonations
 - c. Accounts invalidating or violating any regulations
 - d. Accounts containing false information
 - e. Accounts that interfere other user's Site use and misuse other's information
 - f. Accounts that reflect discrimination and hate, racism, abomination and pornography, violence of any sort
 - g. Any cases where the Company rightfully deems the account is misfit to use its Service
5. If registration has been denied or reserved due to the reasons specified in 5.4, the Company will notify you of such action.
6. The Company can classify and differentiate its Service to their users according to hours of use, frequency of use, and/or service menu.

Article 6. Changes in the Account Information

1. You maintain sole access and control over all details in your personal profile and may alter these information at any point of use. However, you may NOT modify your email address and user ID required for Service management.
2. The Company is not liable for any disadvantage that derives from alterations made to your personal account in 6.1.

Article 7. Protection of Personal Information

The Company will use and protect your personal information, such as your name and address, in accordance with the Playstock Privacy Policy, the content of which are incorporated by reference into these Terms of Service. The Company, however, will not be liable for any leaked information for which you are at fault.

Article 8. User's Username and Password

1. You are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. The account may not be used by anyone other than yourself.
2. The company may restrict use when the username reflects leak of personal information, encouragement of discrimination and hate, racism, abomination and pornography, violence of any sort, and/or bears the possibility of being misidentified as the Site or Company administrator.
3. You must inform the Site of any unauthorized use of the account and its information and follow the Company's protocol.
4. In any event you do not inform or do not heed the protocol in events as stated in 8.3, the Company will not be liable for any of the subsequent disadvantages rising from your disobedience.
5. The Company will not be responsible for any harm caused by your neglect of personal information on the Site.

Article 9. Notice to Users

Any notifications regarding the Service will be delivered via the Site and/or user's email provided during registration, in accordance to these Terms.

Article 10. Obligations of the Company

1. The Company will not violate these Terms and the relevant regulations, and will continue to provide a user-friendly service.
2. The Company will regularly update its security system and comply with its Privacy Policy in the interest of safeguarding user's privacy.
3. The Company must respond appropriately to a complaint or an enquiry on the grounds that its reasons are valid and relevant. In cases where it is difficult to pose an immediate response, the Company must provide a valid reason for delay and processing schedule.

Article 11. Obligations of the User

1. You must provide true and accurate information about yourself. If the provided information is not your own or inaccurate in any way, your rights may not be protected.
2. You must comply with the terms and conditions as stated by the Terms, Privacy Policy, License Agreement, and other regulations established by the Company.
3. You may not transfer, sell, and/or provide your license to the Service to a third party, and may not use the account as a collateral.
4. You may not carry out the following. Breach of any of the following may result in legal action and/or restriction of the Site use or termination of account. You may not:
 - a. Download, duplicate and distribute any of the content in the Site to a third party
 - b. Carry out any of activities listed on Article 16
 - c. Violate any of the Company's policy and regulations including the Terms

- d. Pose a threat or obstruction to the Service
- e. Manipulate the Service to one's favor, and/or engage in an intentional illegal transaction on the Site
- f. Infringe any of the applicable local, state, national, or international law
- g. Artificially manipulate Content prices or advocate such action among other users
- h. Cause significant network traffic using macro
- i. Intentionally/Unintentionally pose any kind of harm to the Company

Article 12. Termination of Account

1. You are entitled to suspend or close your account at any point of use via "My Page" of the Service.
2. In the circumstances that you terminate your subscription, all personal data will be deleted from our database except for cases where the Company retains this information by PERSONAL INFORMATION PROCESSING POLICY and applicable laws, effective immediately from your termination. For Contributors, the termination of Services may involve deletion of their Content associated therewith from our live databases within a 60-day period. This is to guarantee the authority to re-download their Content to existing users who have downloaded their Content previously. In addition, said Contributor's Content will not be available for search in these 60 days, and new purchases will not be permitted. (More details will be available in Article 11 of Contributor TOS).
3. Accordingly, if the Contributor wishes to re-join the Service with the same email address, it will be possible after 60 days.
4. The Company will not have any liability whatsoever to you for any deletion of data regarding the Content use and/or cash conversion request that occurs during suspension or termination.

Article 13. Provision of Service

1. The Company provides the following Service:
 - a. Provision of Content: providing, selling and mediating Content provided by the Contributors
 - b. Use of Content: utilizing, buying and mediating Content provided by the Contributors and the Company
 - c. Any other additional Service the Company develops for its users
2. The Service is provided all year round, 24 hours a day.
3. The Company may temporarily suspend its Service and will not be liable for any delay or failure should there be any maintenance, replacement, malfunction of communication facilities (eg. Computer), loss of service, natural disaster and/or other unforeseen events. In such cases, the Company will notify you the cause and time and date of resumption before or after the delay.
4. The Site is subject to regular maintenance when necessary for the provision of effective Service. Time and date of maintenance will be notified to you via the Site.

Article 14. Maintenance of Content

1. The Company has the right to remove or modify Content at its sole discretion.
2. The Company will notify you of any issues (including but not limited to, copyright) via "Notice" on the Site or email address provided by you and you must terminate your use of Service upon notice. You will be liable for all matters occurring from your continued use of Service post-notification.
3. Refer Contributor TOS Article 7 "Restrictions in Content Submission"

4. If you suspect any copyright infringement of the Content you own and control or any other Content available for use on the Site, you must alert the Company in the ways specified by the Company's DMCA Copyright Infringement Policy.

Clause 15. Content Copyright

1. The full copyright ownership of the Content provided by the Site belongs to the Contributor and/or the rightful owner of the Content. The Company does NOT sell the copyright to the Content, and you are only granted license to use and hence only permitted to utilize the Content within the spectrum of your purchase, specified by the payment amount and your subscription type.
2. All duplications, unauthorized use, and any other Content use without the prior approval of the Company that violate the Contributor TOS below, will be regarded as an act of copyright infringement according to the Copyright laws and other applicable laws, rules and regulation. You are responsible for all matters following your Content use that is not explicitly included in these Terms and the Contributor TOS, and may be liable for any sort of compensation. You must also exempt the Company from any third-party fee that may occur in this process.
3. The Company may not own portrait, property, trademark, patent, design rights to some subjects within the Content. (eg. Portrait rights of a passerby, property rights of a building in the background) You may have to obtain such rights by yourself before use. You must enquire the Company should there be any doubts regarding the rights of subjects in the Content BEFORE use. If you decide to proceed with the use without prior discussion with the Company, the Company will not be liable for any disputes over such rights, and you must exempt the Company from any third-party fee that may occur in this process.
4. The rightful owner of the Content bears all rights to trademarks, other related graphics, logos, service marks and trade names used in the Content. To modify, obscure, remove or use it in any way that could potentially be an infringement of copyright laws, you must seek permission from the creator before use.
5. You are liable for any dispute regarding matters specified in clause 15.4. The Company will not be responsible for any dispute and disadvantage that derive from your disobedience of these Terms.
6. In any cases of dispute between you and the Company AND a third party, you may NOT admit liability, attempt negotiation and/or compromise on the behalf of the Company without prior agreement. If you do admit liability, attempt negotiation and/or compromise with a third party without prior agreement with the Company, the decision between the third party and you will not pose any legal effect toward the Company.
7. The Company is not liable for any dispute occurring from uploading, buying and/or selling Content. The dispute may only be resolved between you and the Contributor. The Company may only deliver fact-based information to both parties in the interest of an efficient negotiation.
8. Infringement claims/DMCA notice: you may notify the Company according to the Company's Company's DMCA Copyright Infringement Policy if you feel that the Content available for use on the Site violates your copyright. (Specified in a separate document)

16. Restrictions in Content Use

1. You are forbidden from redistributing and reselling Content. This includes the act of: license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit.
2. The Content on the Site may not be used in the following causes:
 - a. Material containing disorderly conduct, such as but not limited to pornography, adult entertainment facilities, loansharking.
 - b. Misleading or deceptive delivery of information

1. Exaggerative advertisement (especially if it is in the form in which the subject/model of Content is encouraging the use of product/service advertised)
Eg. Before and after pictures of a plastic surgery facility
 2. Depicting untrue information about the subject in such purposes
 3. Other exaggerative and deceptive advertising
- c. Defamation
 1. Portraying an individual in a defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable way
 2. Reprocessing and editing an individual's face and/or body
 3. Other purposes defaming individual's character
- d. Other unlawful activities
 1. Exhibitions, competitions, trademark, symbol, service mark, logo, and/or other related graphics
3. The Service may not be used as a means of delivering content to an individual or a group of people, and you may not download your own Content with this intent. In any actual or suspected activity with this intent, the Company may terminate your account, restrict your Site use, and/or reserve your payment as an appropriate response.
4. Should there be any doubts regarding these regulations you must discuss with the Company or the original creator of the Content prior to use. This is especially so when you wish to use Content that contains human subjects, as these are subject to stricter regulations.
5. All Content is available for non-exclusive use. You must discuss with the Company if you wish to use any Content exclusively.
6. The purchased Content cannot be uploaded or downloaded with the intent of redistribution on online storage, blogs, and social media accounts (eg. Facebook, Instagram).
7. Registration/application of rights for any intellectual property with downloaded Content and/or adaptation of Content is forbidden. If you wish to sell and distribute adapted works of the Content, you must consult the Company prior to action.
8. When delivering (providing to a secondary user) an adaptive work of Content, the original source of the adaptation cannot be delivered. You are liable for all action that arises from distribution of the original Content, for example, if your client decides to produce a secondary work using the original source.

17. Refund of Content

1. Due to the nature of digital content, all Content as provided by the Service is non-refundable.
2. All sales of Licenses are final, and the Company is not obligated to refund any of the purchased Content. However, if the Company deems that you fit for a refund due to a fundamental breach of one of our express representations and warranties set forth herein for such Content, the refund will be delivered through the original billing information you have previously provided.

18. Indemnification

Any unauthorized use, duplication, distribution of the Content provided by the Service, and/or any act that violates the relevant regulations is considered an infringement of copyright according to the copyright laws and other applicable laws. In such cases, you must compensate any damage caused to the Company, and other additional losses that may incur in this process (inclusive of a lawyer's fee and legal expenses). If a third party demands indemnity to the Company for the above, you are responsible for such charges.

19. Exemption

1. The Company is exempted from its responsibility to provide Service to its users if the failure is due to unforeseen events, which are beyond the reasonable control of the Company, such as strikes, blockade, war, terrorism, riots, natural disasters.
2. The Company is exempted from any liability for any disadvantages that rises from disruption of service caused by the communications service provider.
3. The Company is exempted from any liability for any disadvantages caused by unavoidable circumstances, such as but not limited to maintenance, replacement, repair of Service.
4. The Company is not held responsible for any delay/temporary error in Service due to increased traffic and/or temporary suspension of the Site for maintenance, and hence will not provide any refund or compensation for such.

20. Dispute Resolution

1. The Company will address any complaints or enquiries regarding the Service. If there is a difficulty responding to such concerns immediately, the Company will notify you of the reason for delay and the processing schedule.
2. Any dispute between the Company and you may be addressed with mediation procedures in accordance to FRAMEWORK ACT ON ELECTRONIC COMMERCE set forth by the E-Commerce Mediation Committee.

21. Termination of Service

1. The Company must notify you of termination of Service via the Site or email 3 months before the effective date.
2. Termination may imply restricted access to some service available on Site, from the date of notification up to the effective date of termination.
3. The amount of payment that has not been received before termination even after the Company has notified you will be returned to the Company.

22. Applicable Law and Agreement Jurisdiction

1. Any controversy or claim arising between you and the Company shall be settled exclusively by the laws of South Korea.
2. All legal processes and disputes over Service use will be governed in the court of competent jurisdiction, which will be the court of the region the Company is based in.
3. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Effective August 2020

Playstock Contributor Terms of Service

Article 1. Purpose

The following Contributor Terms of Service is a legal agreement between you and “Playstock” (hereinafter: the “Company”) owned and run by TripClip Co. Ltd. The agreement settles the terms and conditions regarding the use of online service and application of PlayStock, inclusive of the rights and responsibilities between the company and contributor, and other regulations necessary to the use of the website <http://playstock.net/> (hereinafter: the “Site”). The agreement also decides information necessary

to contributors such as intellectual property rights and ownership, prohibitive provisions, and rights to use regarding Content submission on Site.

Article 2. Definition

The definitions in Contributor Terms of Service are in accordance with Terms of Service above.

Article 3. Use Agreement

1. The Use Agreement comes into effect when an individual, with the intent to become a “Contributor”, is familiar with the Contributor Guide and Tutorial, agrees to the clauses of the Terms to the Service, and provides their valid information AND the Company approves of this decision.
2. By submitting content to the Site, you agree to all the terms in this agreement. Such applies to all Content you submit hereafter.
3. For the sake of clarity, this agreement is applicable while your account is valid, and when you submit Content onto the Site.
4. By registering to the Site and providing your email address, it is understood that you agree to receiving new information, notification, record of Contributor performance and activity through said email address.

Article 4. License Agreement

1. By agreeing to this agreement, the Company has the authority to use, sell, and mediate Content that you upload and submit.
2. Refer Article 5 “Rights to Use” for more details on permissible areas for Content use.
3. Licenses issued by Playstock for any of your Content that is later removed by yourself will remain in full force and effect in perpetuity.

Article 5. Rights to Use

1. Content uploaded by Contributors may be used for following commercial purposes.
 - a. Individual work for uploading on YouTube and/or other online video-sharing platforms
 - b. Advertisement or promotional video for individual, product, and/company
 - c. Motion graphic backgrounds
 - d. News and other referential videos used in journalistic contexts
 - e. Other commercial or non-commercial purposes
2. Your content may be marketed on social media platforms including Facebook, Twitter, Instagram and other similar sites and the applications related thereto by the Company, for the Company itself and/or the Content available on Site.
3. Users may purchase and download Contributor’s Content for the purposes stated in 5.1 at any point.

Article 6. Intellectual Property

The copyrights in all Content available on the Site remain with the copyright owner, and nothing in the TOS and the Contributor TOS shall be construed as a transfer of copyright to Playstock.

Article 7. Restrictions in Content Submission

1. You may not upload or submit your Content if it contains the following:

- a. Infringement of copyright, intellectual property laws, and other rights such as portrait right
 - b. Material that is pornographic, defamatory or deceptive, or in a manner that could be considered libelous, obscene, or illegal in nature
 - c. Portrayal of discrimination, bigotry, racism, hatred, harassment or harm against any individual or group
 - d. Portrayal of violence and threat or promoting violence or actions that are threatening to any other person
 - e. Animal abuse and/or violence towards animals
 - f. Deceptive or misleading advertisement and/or encouragement of unjust competition
 - g. Trademark, symbol, service mark, logo, and/or other related graphics
 - h. Clips of multimedia work that has been previously distributed through theaters, television, and/or OTT media service (eg. Netflix, Hulu, Amazon, etc)
 - i. Other Content that the Company deems that are misfit for the Site such as Content that are too personal or have no intrinsic purpose.
2. Content that violates any right such as (but not limited to) portrait rights and/or property rights is forbidden for submission.
 3. You bear full responsibility for any complication with the Content for the reasons above, and the Company is not liable for this issue.
 4. You bear full responsibility for any complication arising from providing incorrect or misleading information and/or not fully taking into consideration the Contributor Guide (including Tutorial) while making a submission, and the Company is not liable for this issue.
 5. The Company is not obligated to provide individual reasons for a denied submission in accordance with the criteria specified in Article 7.

Article 8. Portrait and Property Right Policy and Releases

1. The Company respects all rights including portrait and property rights, for all Content they produce, through the form of model and/or property rights.
2. You must obtain these rights and provide us with a copy of every valid and accurate model and/or property release that you possess regarding any Content in [applicable form](#) maintained by us, or other release forms which grant the same rights and permissions.
3. By registering, you agree that you possess all rights such as, but not limited to, portrait and property rights of the Content according to the Terms.
4. You must avoid violating any of these rights at all costs.
5. The Company may require additional requests regarding Content rights. These would come in the form of model and/or property release or a separate contract during submission.
6. The Company may remove any Content whose rights seem dubious or questionable at any time. You are responsible for all matters arising out of omission of rights, and the Company will not take any liability.

Article 9. Editorial Content

1. Content designated for "Editorial Use Only" cannot be used in any commercial context for the following reasons:
 - a. It contains a public figure (celebrity, athletes, politicians, etc)
 - b. It contains subjects with no model release obtained
 - Example: Crowd on streets, posterior view of an individual, and/or cases where the main subject of Content is a person, however unidentifiable
 - c. It contains logo, service mark, and/or trademark with no property release obtained
 - Example: Footage of a street containing a store and its brand logo

- d. It is filmed in a private or registered property with no property release obtained (eg. building interiors, performance stage)
 - e. It contains advertisement, product, service, packaging being used in commercial contexts
2. "Editorial Use Only" Content can be used for following:
 - a. Journalistic purposes including news articles
 - b. Other newsworthy contexts
 - c. Other non-commercial purposes
3. If the Content is used in news report, new commentary, related publications, and/or other "Editorial" context, credit must be given in the following format: "NAME OF CONTRIBUTOR/playstock.net"
4. If the Company deems that there is an issue with any rights (eg. portrait, property rights) with the Content you upload, the Company may designate it as "Editorial Use Only" or require you to change so.

Article 10. Earnings

1. Downloaded Content will be compensated in cash to you in accordance with the Company policy. Online payment processing services, such as Paypal and Payoneer will be used.
2. You must provide accurate and complete information the Company requires for the compensation of your sold content. The Company may additionally request relevant material if above information is incorrect or insufficient.
3. Even after the Company has requested as 10.2, any user who fails to provide accurate and sufficient information such as required for the Company to deliver royalties from their Content may not be compensated even if their Content has been sold, and the amount that has not been issued will be returned to the Company during year-end adjustments.
4. The Company deducts the amount of commission according to the Company's commission rate(20%) from all earnings.
5. Payment of royalties is legally completed when the Company transfers the relevant amount to your Paypal/Payoneer or your designated bank account.
6. You are responsible for all additional fees (eg. taxes, levies, imposts, duties, currency exchange costs, or other similar charges that are imposed on the payments) that occur in this process. There can be a 5-10% additional deduction from the remaining 80% of the earnings(mentioned in #4) due to sales card fees, remittance fees, etc.
7. The Company may automatically charge taxes within any jurisdiction that it deems is required, according to the tax treaty of the National Tax Service. The country you indicate during registration shall be considered your country of residence for tax purposes.
8. In cases where the Company has to charge indirect tax, such as sales tax, VAT, product and service tax, you are responsible for all payment of these expenses. If you reside in a jurisdiction it is the recipient's responsibility to collect and assess taxes, you will self-assess relevant taxes and meet all associated compliance requirements to pay as such.
9. There is a \$25 of Minimum Payout Threshold and regardless of the date payment will be made through an online payment processing service PayPal or Payoneer if the total sales price meets the Minimum Payout Threshold. Even if you haven't reached the Minimum Payout Threshold, royalty payments will be issued between the 1st and 10th of January and July as Regular Payout.
**Note: In case of Payoneer, Regular Payment is only available when the total amount of the sales price reaches \$20 at least which is the minimum amount of Payment Request on Payoneer.*

Article 11. Correction, Cancellation, and Expiration of Earnings

1. You may request correction within 90 days if there is an error in the earnings that you have been issued. The Company must respond appropriately within 90 days from the day the request has been made, on the grounds that the request is reasonable.
2. Any unissued royalties and/or other compensation shall expire when you terminate your account.
3. If the Company makes an overpayment of royalties or other compensation to you for any reason, the Company shall have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation.
4. Any Content uploaded through the pre-launch (Upload Bonus/Pr-upload bonus) event cannot be removed for a year at least.

Article 12. Interpretation of Terms

1. Any clauses not settled in the Contributors TOS will be referred to the TOS.
2. In the event of any conflict between these Contributor TOS and the TOS, the Terms of Service shall prevail.

Effective August 2020

Playstock Privacy Policy

Article 1. Definitions

1. "Personal data" means data about a person who can be identified (i) from that data, or (ii) from that data and other information to which Playstock has or is likely to have access ("personal data").
2. By interacting with us using your personal data, or submitting your personal data to us, or signing up for any products, services or activities offered by us, you acknowledge and agree to the collection, use and disclosure of your personal data for the purposes set forth in this Privacy Policy.
3. We reserve the right, at our sole discretion, to change or modify any parts of this Privacy Policy at any time. You should periodically visit this page to review the current Privacy Policy so that you are aware of any revision to which you are bound. If we do this, we will post the changes to this Privacy Policy on Playstock service and update the "Last Updated" date at the top of this Privacy Policy.

Article 2. Information We Collect

1. Personal Data provided by You

We will obtain personal data about you whenever you complete an online form. For example, we will obtain your personal data when you register to use a Playstock service, send us feedback for our service, contact us for any inquiries, sign up to a service, enter a competition, or make a booking or purchase. We may also obtain sensitive personal data about you if it is necessary to provide you with the service (especially when you reserved some sorts of tours). In such cases, we will use the data only for the purpose stated when collecting and manage it appropriately in accordance with this Privacy Policy.

The provision of your personal data to Playstock service is fundamentally your choice. However, if you choose not to provide any personal data, you may not be able to use certain features of Playstock service.

If you give us information on behalf of someone else, you warrant that the other person has appointed you to act on his or her behalf and you will:

- Notify the person of our processing of the personal data in accordance with this Privacy Policy;
- give us, if necessary, consent on his or her behalf to the processing of the personal data;
- give us, if necessary, consent to the transfer of his or her personal data abroad.

2. Data automatically collected in the course of your use of the Site; Cookies

We may track your use of Playstock service through the use of cookies and similar tracking technologies. For example, we may track how many times you visit, what pages you move to, traffic data, your computer's IP address and the originating domain name of a user's internet service provider. This information helps us to improve our service and build a profile of our users. On most web browsers, you will find a "help" section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie and how to turn cookies off. You will find more details about cookies and similar technologies that we use, in our Cookies Policy.

3. Our Use and Retention of Personal Data

Generally, we collect personal data in order to provide our products and services to users, and to personalize and improve our Services and customer experience on Playstock service. Personal data collected by us may be used:

- to provide you with service information, and news;
- to operate the services offered via Playstock service;
- to contact you for feedback about our Services;
- to conduct research about our customer base or services;
- to make your reservation and order requests;
- to process your payments;
- to inform you of promotions, offers, surveys, events, products, and services, which may be of interest to you.
- to customize your online experience according to your chosen interests and preferences and enhance your current and future visits to Playstock service or use of our Services;
- to reduce credit risk, detect and protect us against error, fraud and other criminal activity;
- to comply with law, the requests of law enforcement and regulatory officials, or orders of court; and
- to enforce our legal rights and remedies.

We always have a Korean legal basis and EU GDPR to process your personal data. In most cases the legal basis will be one of the following:

- to fulfill our contractual obligations to you, for example to provide the services, to ensure that invoices are paid correctly. Failure to provide this information may prevent or delay the fulfillment of these contractual obligations
- to comply with our legal obligations, for example obtaining proof of your identity to enable us to meet our anti-money laundering obligations
- to meet our legitimate interests, for example to understand how you use our products services and to enable us to derive knowledge from that, which allows us to develop new products and services. When we process personal data to meet our legitimate interests, we put in place robust safeguards to ensure that your privacy is protected and to ensure that our legitimate interests are not overridden by your interests or fundamental rights and freedoms.

We may obtain your consent to collect and use certain types of personal data when we are required to do so by law (for example, in relation to our direct marketing activities and sensitive personal data). If we ask for your consent to process your personal data, you may withdraw your consent at any time by contacting us using the details at the end of this privacy notice.

We are not in the business of selling your information. There are, however, certain circumstances in which we may share your personal data with certain third parties without further notice to you, such as the following situations:

- If you choose to book or purchase a Host Service through Playstock service and/or our Services, then we will provide certain personal data to the applicable Host so that the Host may contact you. You agree that Hosts may contact you through our Services solely for the purpose of providing Host's Services;
- As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, personal data may be part of the transferred assets;
- We, like many businesses, sometimes hire other professionals or companies to perform certain business-related functions. Examples of such functions include mailing information, maintaining databases and processing payments. When we engage other organizations, agents or service providers to perform a function of this nature, we will only provide them with the information that they need to perform their specific function;
- We may disclose your personal data if required to do so by law or in case that it is necessary to (i) comply with a legal obligation, (ii) protect and defend the rights or property of Playstock service, (iii) act in urgent circumstances to protect the personal safety of users of the Site or the public, or (iv) protect against legal liability.

Personal data provided by you will be retained as long as the purpose for which the data was collected continues. We will keep your personal data for as long as we have a relationship with you, and for a period of 5 years thereafter. Thereafter, we will destroy or delete the information, or remove the means by which the data can be associated with you, unless its retention is required to satisfy legal, regulatory, accounting or other business requirements or to protect our interests.

Article 3. Your Rights

You have certain rights regarding your personal data, subject to local law. These include the following rights to:

- access your personal data
- rectify the data we hold about you
- remove your personal data
- restrict our use of your personal data
- object to our use of your personal data
- receive your personal data in a usable electronic format and transmit it to a third party (right to data portability)
- lodge a complaint with your local data protection authority.

If you would like to discuss or exercise such rights, please contact us at the details specified in "Questions or Concerns". However, please note that your rights of privacy or personal data will not be absolute rights so we may not be responsible for accepting your requests when the law permits us not to do so.

We encourage you to contact us to update or correct your information as it changes or if the personal data we hold about you is inaccurate. We will contact you if we need additional information from you in order to your requests.

Article 4. Data Security and International Transfers

We take reasonable steps to protect personal data provided to us via Playstock service from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. We will use technical and organizational measures to safeguard your personal data, for example,

- access to your account is controlled by a password and username that are unique to you;
- we store your personal data on secure servers;
- payment details are encrypted using secure sockets layer technology.

While we will use all reasonable efforts to safeguard personal data, you acknowledge that the use of the Internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal data that are transferred from you or to you via the Internet. Because of the global nature of our business, the data that we collect from you may be transferred to countries whose data protection laws are not as comprehensive as those from where you are based.

Article 5. Exclusions

This Privacy Policy does not apply to any personal data collected by Playstock service other than Personal Data collected through Playstock service and/or our Services. This Privacy Policy shall not apply to any unsolicited information you provide to Playstock service through Playstock service or any other means. This includes, but is not limited to, information posted to any public areas of Playstock service, such as bulletin boards, any ideas for new products or modifications to existing products, and other unsolicited submissions (collectively, "Unsolicited Information"). We shall not be responsible for any Unsolicited Information unless we get aware of it, and we shall not have any duty for protecting such Unsolicited Information beyond our control.

Playstock service does not knowingly collect personal data directly from children under the legal age of their respective jurisdictions ("Minors"). If you are a Minor, please do not submit any personal data through Playstock service. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children never to provide personal data on Playstock service without their permission. If you have reason to believe that a Minor has provided personal data to Playstock service through Playstock service, please contact us, and we will delete the information from our databases.

Questions or Concerns

Please direct any questions or concerns that you may have regarding our handling of your personal data to:

- In charge : YH SHIM
- Tel : +82 70 4133 0952
- Email : cs@playstock.net

In accordance to the Korean law, other personal information, if you have any questions regarding the Privacy Complaint Center, information protection mark, authentication commission, Prosecutor's Office Internet criminal investigation center, Cyber Crime, etc. can contact;

- Personal Data Infringement Call Center: phone +82-118 / E-mail webmaster@kisa.or.kr / <https://www.kisa.or.kr>
- E-Privacy Mark Certification Committee: Tel +82 02-550-9531/ <http://www.eprivacy.or.kr>
- Prosecutor's Office National Digital Forensics Center: Tel +82-2-3480-2339 / <https://www.spo.go.kr>
- Cyber Terror Response Center: Tel +82-118 / <http://www.police.go.kr>

Effective August 2020

Playstock Cookie Policy

When you visit the Playstock website, information may be stored on your computer in the form of a cookie. This Section describes the cookies we use and explains why we use cookies and how we deal with the collected information. It also explains how cookies enable our website and App to function properly and why you may not be able to experience the full functionality of the website if you disable the use of cookies. By visiting our website without changing your settings, you agree to receive all cookies and other data collection tools; however, if you do not accept the use of these cookies, you can change your cookie settings at any time. All the companies or networks that we work with have their own privacy policies and offer a mechanism for users to opt out tracking and behavioral targeting available through the ad itself or through the opt out mechanisms listed in the 'How to control or delete cookies' section.

What are Cookies?

Cookies are text files containing small amounts of information which are downloaded to your computer or mobile device when you visit a certain web page. Cookies are then sent back to the originating web page on each subsequent visit, or to another web page that recognizes that cookie. Cookies are widely used to make our website work, or to work more efficiently, as well as to provide information to the owners of the website. Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improving the user experience. Cookies may tell us, for example, whether you have visited our website before or whether you are a new visitor. They can also help to ensure that adverts you see online are more relevant to you and your interests.

There are two broad categories of cookies:

- first party cookies served directly by us to your computer or mobile device
- third party cookies, which are served by a third party on our behalf. We may use third party cookies for functionality, performance/analytics, advertising/tracking and social media purposes.

Cookies can remain on your computer or mobile device for different periods of time. Some cookies are session cookies, meaning that they are stored only temporarily during a browsing session and expire when you close your browser. Other cookies are persistent cookies, meaning that they are saved on your computer or mobile device for a fixed period and are not deleted when the browser is closed. They can be used by our website to recognize your computer or mobile device when you open your browser and browse the Internet again.

Why do we use Cookies?

We use cookies for a variety of reasons such as;

- To enable, facilitate and streamline the functioning of and your access to our website
- To track traffic flow and patterns of travel in connection with our website
- To understand the total number of visitors to our Website on an ongoing basis and the types of internet browsers (e.g. Firefox, Chrome or Internet Explorer) and operating systems (e.g. Windows or Mac OS) used by our visitors
- To monitor the performance of our website and continually improve it
- To customize and enhance your online experience.

What types of Cookies do we use?

The types of cookies used by us and our partners in connection with our website can be classified into one of five categories, namely “cookies necessary for essential Our purposes”, “functionality cookies”, “performance and analytics cookies”, “advertising and tracking cookies”, and “social media cookies”. We have set out some further information about each category, and the purposes of the cookies we and third parties set in the following table.

- *Cookies necessary for our essential purpose:* These cookies are essential in providing you with our website and all services available through the website. These cookies also support features, such as access to secure areas. Without these cookies, services you have asked for, such as transactional pages and secure login accounts, would not be possible.
- *Functionality Cookies:* Functionality cookies record information about choices you have made and allow us to tailor our website to you. These cookies mean that when you continue to use or come back to the website, we can provide you with our services as you have asked for them to be provided. For example, these cookies allow us to:- Save your location preference if you have set your location on your homepage, and, if applicable, to receive a local weather forecast;- Remember settings you have applied, such as layout, text size, preferences, and colors;- Show you when you are logged in;- Store accessibility options
- *Performance and Analytics Cookies:* We use performance/analytics cookies to analyze how our website is accessed, used, or is performing to provide you with a better user experience and to maintain, operate and continually improve the website. For example, these cookies allow us to 1) Better understand the visitors of our website in order to improve and insure present and relevant content 2) Test different design ideas for particular pages, such as our homepage 3) Collect information about our website visitors, such as where they are located and what browsers they are using 4) Determine the number of unique users that visit our website 5) Improve our website by measuring any errors that occur 6) Conduct research and diagnostics to improve product offerings. We use Google Analytics and many other analytics tools to help us understand how users engage with the website. These web analytics services use first-party cookies to track user interactions, in our case, this means they are used to collect information about how visitors are using our website. This information is used to compile reports and create services to help us improve our website and the services associated with it. The reports disclose website trends without identifying individual visitors. Some services will allow you to opt out of tracking with their services directly. For instance, while you cannot opt out of use of cookies with our site, you can opt out of Google Analytics without affecting how you visit our site – for more information on opting by Google Analytics across all websites you use, visit this Google page.
- *Advertising and Tracking Cookies:* We may allow third party companies, including advertising companies (such as Google), to place cookies on our website. These cookies enable such companies to track your activity across various sites where they display ads and record your activities, so they can show ads that they consider relevant to you as you browse the Internet. These Cookies store information about the content you are browsing together with an identifier linked to your device or IP address. These Cookies also allow us and third parties to know whether you've seen an ad or a type of ad, and how long it has been since you've last seen it. This information is used for frequency capping purposes, to help tailor the ads you see, and to measure the effectiveness of ads.
- *Third Party Cookies:* There are various pages on our website where third parties provide applications of their own cookies to track the success of their services (applications) or customize applications for you. Due to how these cookies work, we cannot access the cookies, nor can the third parties access the data in cookies used by us. Some pages of our website may also contain embedded content and these third-party sites may set their own cookies.

How to control or delete Cookies

You can accept or decline our use of cookies at any time by managing and/or disabling all or some of the cookies from your browser settings. However, by doing so, you may not be able to enjoy the full functionality of this Website. Cookies settings can normally be found in the preference or settings menu from your browser, for example:

- Chrome: Settings -- Advanced -- Content Settings -- Cookies
- Safari: Preferences -- Privacy -- Cookies and website data
- Firefox: Preferences -- Privacy -- History
- Internet Explorer: Internet Options -- Privacy
- Opera: Settings -- Privacy & security -- Cookies

Cookies that have been set in the past

If you have disabled one or more Cookies, we may still use information collected from cookies prior to your disabled preference being set, however, we will not be using the disabled cookie to collect any further information.

Questions or Concerns

Please direct any questions or concerns that you may have regarding our handling of your personal data to:

- In charge : YH SHIM
- Tel : +82 70 4133 0952
- Email : cs@playstock.net

In accordance to the Korean law, other personal information, if you have any questions regarding the Privacy Complaint Center, information protection mark, authentication commission, Prosecutor's Office Internet criminal investigation center, Cyber Crime, etc. you can contact;

- Personal Data Infringement Call Center: phone +82-118 / E-mail webmaster@kisa.or.kr / [/https://www.kisa.or.kr](https://www.kisa.or.kr)
- E-Privacy Mark Certification Committee: Tel +82 02-550-9531/ <http://www.eprivacy.or.kr>
- Prosecutor's Office National Digital Forensics Center: Tel +82-2-3480-2339 / [/https://www.spo.go.kr](https://www.spo.go.kr)
- Cyber Terror Response Center: Tel +82-118 / <http://www.police.go.kr>

Effective August 2020

DMCA Copyright Infringement Notice Policy

Playstock, Inc. ("Playstock") respects the intellectual property of others and expects that the users of our website feel the same way.

Procedure For Making Copyright Infringement Claims

If you believe that your copyrighted work has been duplicated in a way that constitutes copyright infringement and it is accessible on this site, you may notify our copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). To be effective under the DMCA, a notification of claimed infringement must be a written communication provided to Playstock's designated agent that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Playstock to locate the material.
4. Information reasonably sufficient to permit the Playstock to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted as a written notification to the following Designated Agent of Playstock:

Name of Agent Designated to Receive Notification of Claimed Infringement: YH Shim
Address of Designated Agent: tripClip, Inc. 40, Cheonggyecheon-ro, 8th Floor, Office 13 Jung-gu, Seoul,
Republic of Korea
Attn: YH Shim
Email Address of Designated Agent: shim@tripclip.kr

PLEASE NOTE THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.