# Chapter 1 General Terms and Conditions

## Article 1. Purpose

The purpose of the terms and conditions herein is to stipulate the general rights and obligations of the Company and its members and the procedures related to the use of IFC Mall Homepage (http://www.ifcmallseoul.com; the "Homepage") provided by SIFC Retail Mall Development Limited (the "Company").

## Article 2. Definition of Terms

The following defines the major terms are used in the terms and conditions herein.

- IFC MALL members refer to customers who have followed the subscription procedures under Article
  5 of the terms and conditions herein at IFC MALL or on its Homepage and have been authorized to
  use the services provided by IFC MALL. Non-members refer to any person who uses the services
  provided by the Company without subscribing for membership.
- IFC MALL Homepage (the "Homepage") refers to the Homepage of the Company http://www.ifcmallseoul.com) through which members can use the IFC MALL services online.
- 3. IFC MALL Services (the "Services") refer to the membership services the Company provides to its members, participation in member events, and general customer service programs provided on the Homepage or as any IFC MALL. The specific description of services provided to members is subject to change according to the Company's policies and partnership agreements with its partners. Should the details of IFC MALL services change, the Company or its partner shall notify its members using a method in Article 3 of the terms and conditions herein. However, this does not apply to any cases subject to the exemptions in Article 17.

#### Article 3. Validity and Revision of Terms and Conditions

- 1. The terms and conditions herein are validated when it is posted on the Homepage or otherwise provided to members and members agree to them to subscribe for membership on the Homepage.
- 2. The terms and conditions herein are validated for all members who wish to use services, including those who have subscribed for membership on the Homepage.
- 3. The terms and conditions herein may be revised from time to time. To revise the terms and conditions, the Company shall post a notice of revision use and the revised terms and conditions on its Homepage 14 days in prior to the validation of revised terms and conditions and use one or more of the following measures to notify its members. If the revised terms and conditions are disadvantageous to its members, the company shall give at least a 30-day grace period Method of Notification
  - E-mail
  - Writing or text message
  - Posting on Homepage
  - Posting on Company shopping mall
  - Phone by contacting the member at the contact information provided by each member upon subscription.
- 4. When notifying members of the revision and the revised terms and conditions via e-mail, in writing, by text messaging, or by contacting members using the contact information members provided upon subscription, the most up-to-date information of members shall be used. In this case, it is deemed that the Company has fulfilled its legal obligation to provide notification
- 5. The revised terms and conditions (the "revised terms and conditions") are valid from the day of validation.
- 6. Any member who objects to the revision of the terms and conditions may withdraw from membership. It is deemed that members have agreed to the revised terms and conditions if they do not withdraw until the day of validation of the revised terms and conditions or otherwise express their objections to the Company.

7. The methods of notification and the validation of notices are applied to individual or general notices sent under each article of the terms and conditions herein.

### Article 4. Overview of Services on the IFC MALL Homepage

- 1. The Company provides the following services to its members under the terms and conditions herein
  - i. Membership Services

The Company may issue offline membership cards (actual cards) or online membership cards (electronic cards) for members who subscribe for membership services. Membership cards are issued to members who agree with the IFC MALL MEMBERSHIP Terms and Conditions and all issues related to issuing membership cards shall refer to the IFC MALL MEMBERSHIP Terms and Conditions.

ii. Events

The Company may promote various membership events via its Homepage or offline IFC MALL. The Company or its designated partners may collect the personal information (name, contact info, e-mail, address, etc) needed for each event. The items of required personal information, the purpose of collection, and the scope of use shall be provided before members participate in each event to ask for their agreement.

The details of each event are subject to change according to the Company's business policies or the circumstances of its designated partners. In this case, the Company and its partners shall use the methods in Article 3 to notify the members. This is not applied in case of its partners' shutdown or bankruptcy or other inevitable cases in Article 17 herein.

# Chapter 2: Membership

# **Subscription and Withdrawal**

## Article 5. Membership Subscription

 Membership subscription is available on the Homepage, mobile web, or IFC MALL application. Any customer who wishes to sign up for membership shall visit the Company's Homepage, mobile web, or download the IFC MALL application to fill out the application form and agree to these terms and conditions and the Company's personal information handling policies and agreement with personal information collection/provision/use.

- 2. When a customer subscribes for membership, the Company shall follow its internal standards for deliberation and decide whether to approve application. Customers who are approved as members acquire membership status from the point they receive the notice of completion of subscription from the Company and may obtain their membership cards immediately.
- Customers may obtain their membership cards at the IFC MALL without signing up for membership on the Homepage, but these customers are required to complete the subscription process in Item 1 above in order to obtain their membership status on the Homepage.
- 4. Members are not allowed to transfer, lend, or provide as collateral their membership status.

### Article 6. Withdrawal and Disqualification

- Members may request withdrawal at anytime by taking the designated steps on the Homepage. The Company shall immediately process the withdrawal as requested except for the cases in Article 17 below. Refer to the IFC MALL MEMBERSHIP Terms and Conditions for issues related to membership cards.
- 2. If a member is subject to any of the following, the Company may notify the member of disqualification. In case of i, the member is removed without notification.
  - i. If a member dies
  - ii. If a member provided fraudulent information upon subscription or stole someone else's name
  - iii. If a member accumulates the amount of purchase, or uses the accumulated amount of purchase, membership cards, or related services, unfairly without taking the required steps and without the consent of the Company or other members ("unfair accumulation" – refer to below for more information)
  - iv. If a member violates law, the terms and conditions herein, or generally accepted public policies
  - v. If a member breaches obligations under the terms and conditions herein

# Chapter 3: Personal Information Protection

### Article 7. Collection, Use, and Provision of Personal Information

- The Company may collect and retain with members' prior consent the personal information provided by members upon subscription or use of the Homepage services or its services. The Company analyzes it to provide its members with better services and customer-oriented marketing activities. For more information on collecting/using personal information, refer to the Personal Information Handling Policies posted on the Company's Homepage.
- 2. The Company collects the agreement with the provision/use of personal information in order to collect personal information and members may withdraw agreement at anytime.
- 3. Members shall immediately notify the Company or its partners in case of any changes to their personal information provided to the Company or its partners and the Company or its partners are not responsible for any losses caused by members' failure to notify the Company or its partners.
- 4. Refer to the Company's Personal Information Handling Policies for other issues related to the collection, use, and provision of personal information no stipulated herein. View Personal Information Handling Policies : http://www.ifcmallseoul.com/eng/jsp/util/privacy.jsp

# **Chapter 4: IFC Mall Homepage**

Article 8 (IFC MALL Homepage)

- 1. The Company operates the Homepage (ifcmallseoul.com) in Article 2-2) of these Terms and Conditions to provide our members with better Homepage services, and all articles from Articles 8 through 15, except for Article 13, are applied to members' use of our Homepage services.
- 2. Any member who wishes to use our Homepage services should follow the separate sign-up process to sign up for the Homepage in Article 2-2)

### Article 9. IFC MALL Homepage Services and Use

- 1. The Company provides the following services through its Homepage
  - i. To provide general information related to its Homepage services to view accumulation/use of the amount of purchase of members, to update personal information, to participate in events, etc.
  - ii. Other services designated by the Company
- 2. Members may receive Homepage services from the time they subscribe for membership under Article 5 Item 2 of the terms and conditions herein.

### Article 10. Termination of IFC MALL Homepage Services

1. The Company may limit or suspend all of parts of its Homepage services in any of the following cases.

- In case of inevitable technical issues related to the inspection, repair, replacement, or i. breakdown of information communications systems, including the computers, or communications service interruption
- If the communications service provider approved by the Electricity & Communications ii. Service Act has stopped providing electricity and/r communications services
- iii. If normal services have been interrupted by power outage, system problems, or excess volume of traffic
- iv. If the Company cannot maintain service due to termination of agreement with the Homepage service provider
- v. If the Company updates or repairs its Homepage services to provide better services; or
- vi. In case of force majeure, including national emergencies or natural disasters.

#### Article 11. Ownership of Copyrights and Restricted Use

- 1. The Company possesses the copyrights and other intellectual property rights over its productions.
- Members cannot use any information they acquire from the Homepage or allow any third party to use it through replication, transmission, publication, dissemination, broadcasting, or other measures without the Company's prior consent.
- Each member has the rights and responsibilities over their postings. Therefore, each member is solely responsible for any civil/criminal charges caused by their violation of someone else's copyrights.
- 4. The Company shall notify each member if it uses the copyrights held by its members under the terms and conditions herein.
- 5. The Company has the rights to edit or move the postings as long as they are not altered and may delete any posting without notice in any of the following cases.
  - i. If a member has posted a posting that violates these terms and conditions or that is commercial, illegal, sexual, or indecent.
  - ii. If a posting contains accusation or other members or a third person or defamation that compromises their dignity.
  - iii. If a posting has exceeded the designated period or size of posting.
  - iv. If it is deemed that a posting is against public order or fine customs or involved in criminal acts.
  - v. If a posting violates the copyrights or other rights of a third party.
  - vi. If a posting has been posted by a previous member.
  - vii. If a posting violates other related laws.

### Article 12. Obligations of the Company

- The Company shall make constant efforts to provide uninterrupted, stable Homepage services as required by the terms and conditions herein and immediately repair and restore any problems or loss of systems. Members' user of the Homepage may be limited in inevitable cases under Article 10.
- 2. The Company observes the Personal Information Handling Policies in relation to the collection and use of members' personal information.

- 3. The Company shall follow appropriate procedures to process any opinions or claims properly submitted by members if they are deemed fair. Members shall be notified of the reason of delay and the processing schedule if the processing takes more than the designated period (14 days).
- 4. If the Company's Homepage causes losses to members and such losses have been incurred by the Company deliberately or by mistake, the Company shall be responsible for such losses within the scope of generally anticipated losses.
- 5. The Company observes all laws and regulations related to the operation and maintenance of its services, including the Act on Promoted Use of Information Communications Network and Information Protection, the Communications Secret Protection Act, and the Electricity & Communications Service Act.

#### Article 13. Obligations of Members

- 1. The following acts of members are prohibited.
  - i. Registration of fraudulent information or stealing of others' information for subscription or modification
  - ii. Unlawful alteration or deletion of the Company's postings
  - iii. Transmission or posting of unauthorized information (including computer programs)
  - iv. Other acts that violate a third party's copyrights or other intellectual property rights, compromise a third party's dignity, or interrupt a third party's business
  - v. Disclosing or posting any sexual or violent messages, video files, voice files, or other information that is against generally accepted public customs
  - vi. Collecting or altering/deleting any information on the Homepage using computer programs or other measures

#### Article 14. Service Use Responsibilities

Members cannot use the Homepage to sell products or services unless specifically approved in writing by the Company's authorized approver and must not engage in any commercial activities using hacking, advertising, pornographic websites, or gambling websites or illegal distribution of commercial S/W. The Company is not responsible for the consequences, losses, or legal actions by the authority, including confinement, resulting from members' violation.

# **Chapter 5: Membership**

### Article 15. Membership Subscription and Membership Cards

- Members may subscribe for membership services at the IFC MALL Customer Center, using the IFC MALL application, or on the Homepage.
- Customers can subscribe for membership to receive membership services only when they agree to the membership terms and conditions, agreement with collection/use of personal information, and agreement with third-party provision of personal information.
- 3. Membership cards (actual cards) can be issued only at the IFC MALL Customer Center.
- Refer to the IFC MALL MEMBERSHIP Terms and Conditions for other policies or terms and conditions related to the membership services.

# **Chapter 6: Miscellaneous**

#### Article 16. Arbitration of Disputes Related to IFC MALL Homepage Services

- 1. The Company installs and operates a separate customer center to handle its members' reasonable opinions or claims and to compensate for their losses.
- The Company takes appropriate steps to handle the opinions or claims properly submitted by members and deemed fair. The Company shall immediately notify its members of the reason of delay and the processing schedule if processing takes more than the designated period (14 days).
- 3. Any disputes between the Company and its members may be produced in an electronic document and may follow the arbitration of the Electronic Transaction Dispute Arbitration Committee installed under Article 32 of the Basic Electronic Transaction Act.

#### Article 17. Termination of IFC MALL Services

- To terminate the IFC MALL services, the Company shall use the method of notification in Article 3 of the terms and conditions herein to notify its members 3 months in prior to the day of termination ("the day of service termination").
- 2. After the day of termination of IFC MALL services, members can no longer accumulate the amount of purchase from the Company and its partners or receive other benefits from the IFC MALL. The existing amount of purchase accumulated before the day of notice of termination shall be consumed as guided by the Company or its partners under the terms and conditions herein by the date designated by the Company (the "day of elimination of accumulated amount of purchase"). Any unused amount will be eliminated on the day of elimination of accumulated amount of purchase.

#### Article 18. Provisions not stipulated herein

Refer to related laws, regulations, and customs for provisions not stipulated herein and the interpretation of these Terms and Conditions. View previous Terms and Conditions.

## Article 19. Exemptions

- If the Company cannot provide services due to natural disasters or equivalent force majeure, its responsibility to provide IFC MALL services is exempted.
- The Company is not responsible for any technical problems caused by members' mistakes in relation to the use of the IFC Mall services.
- 3. The Company is not responsible for the loss of members' expected profits from the IFC MALL services or any losses incurred by the resources they receive from the services.
- The Company is not responsible for the reliability or accuracy of information, resources, or facts members post on the IFC Mall services.
- 5. The Company is not responsible for any losses caused by members' fault among the losses members experience in relation to the use of the IFC Mall Services.

### Article 20. Governing Law and Arbitration

- 1. Refer to the related laws, regulations, and commercial customers of Korea for any issues not stipulated herein and for the interpretation of the terms and conditions herein.
- 2. Any disputes or lawsuits related to the use of services under the terms and conditions herein shall be filed with the court in the jurisdiction of the member's official address. If there is no official address, it shall be exclusively filed with the district court that governs the domicile. If the user's address or domicile is unclear or abroad at the time of filing, the court in the Civil Lawsuit Act shall be the court for the first trial.

The terms and conditions herein shall be executed from 30,8, 2012.