

Terms of use

Article 1 (Purpose)

The purpose of these terms and conditions is to stipulate conditions for the provision and use of member services provided by SM Entertainment Co., Ltd. (henceforth referred to as the "Company"), matters and procedures related to membership registration, and any other pertinent matters.

Article 2 (Effect of Terms and Conditions)

- ① In accordance with Article 32 of the Telecommunications Business Act, these terms and conditions become effective when posted on the service screen or communicated to members via other means, such as email.
- ② These terms and conditions may be modified by the Company, with the new terms taking effect upon posting or notification of the change.

Article 3 (Rules other than the Terms and Conditions)

Unless otherwise specified, matters not covered by these Terms and Conditions shall be governed by the Framework Act on Telecommunications and other applicable laws.

Article 4 (Definition of Terms)

The terms used in these terms and conditions are defined as follows.

- ① Member: Customers who have signed a membership contract with the Company, as well as those who have signed up for membership on the website.
- ② ID (e-mail): The email address used during membership signup
- ③ Password: A combination of words/numbers/symbols established by the Member to safeguard the Member's data.

Article 5 (Membership Sign-up Procedure, Consent of Company, Conclusion of Terms and Conditions)

- ① Membership application is made by filling out an online application form.
- ② The Company approves the membership application when the applicant provides the required information on the membership application form in accordance with Paragraph 1. However, the Company may delay its approval of the application in the following circumstances.
 - A) technical issues with the application's approval
 - B) the applicant used an alias or another person's name
 - C) the applicant provided false information for the required information when signing up for membership
 - D) the applicant intends to harm the peace, order, or good customs of the society
 - E) the applicant does not meet the conditions for application set forth by the Company

- F) the applicant had lost the membership status previously by these terms and conditions; however, not if the Company approves the Member's membership application one year after the loss of membership
 - G) the Company has sufficient grounds to delay the application's approval
- ③ If the user clicks "sign up" button during the registration process, they are deemed to have accepted these terms and conditions.

Article 6 (Contents of Service)

The Company provides services, including discounts, to Members who utilize the Company's overall facilities; service-specific information will be posted separately on the homepage. If a Member registers for additional services, such as "SMTOWN OFFICIAL FANCLUB," the service's terms and conditions may apply in addition.

Article 7 (Obligations of the Company)

Without the Member's consent, the Company will not disclose or leak the member's identity information obtained in connection with the provision of services to a third party. The foregoing shall not apply, however, if a request is made by a national institution pursuant to the provisions of the Framework Act on Telecommunications, etc., if required by a criminal investigation, if a request is made by the Korea Internet Safety Commission, or if a request is made pursuant to other procedures specified by relevant laws and regulations.

Article 8 (Obligations for Member ID and Password Management)

- ① The Member is solely responsible for managing his or her ID (e-mail) and password.
- ② The Member assumes full responsibility for the consequences of negligent management of the Member's ID (e-mail address) and password, as well as illegal use.
- ③ In the event that the ID (e-mail) is illegally used, the Member must notify the Company.

Article 9 (Change of Member Information)

- ① Members have complete access to their personal information and can update it at any time. Personal information, such as a person's real name, which is required for service management, cannot be changed.
- ② If a Member's personal information changes after submitting an application for membership, the Member must make the change online.
- ③ The Company is not liable for any losses incurred as a result of a Member's failure to inform the Company of changes.

Article 10 (Obligations of Member)

- ① The Member shall observe matters notified by the Company, such as applicable laws, provisions of these terms and conditions, the user guide, and warnings, and shall not

engage in conduct that disrupts the operation of the Company.

- ② The Member may not engage in any for-profit activity using the Company's services without the prior consent of the Company.
- ③ The Member may not copy, reproduce, change, translate, publish, broadcast, or otherwise use the information obtained through the service or provide it to others without the Company's prior consent.
- ④ The Member is prohibited from engaging in the following activities in relation to the use of the Company's service:
 - A) Illegal use of another Member's ID (e-mail)
 - B) Any act with the intent to commit a crime or other acts related to a crime
 - C) Any act that is detrimental to good custom or social order
 - D) Defamation or humiliation of any other person
 - E) Any act that violates the rights of any other person, such as intellectual property
 - F) Any act of hacking or virus distribution
 - G) Any act of transmitting advertisements against the will of any other individual
 - H) Any act that disrupts or threatens to disrupt the stable operation of the services
 - I) Providing the mobile telephone number registered under another person's name as part of the Member's personal information or providing his or her own mobile telephone number to be registered as part of another individual's personal information
 - J) Any act that violates other applicable laws

Article 11 (Provision of Information and Posting of Advertisements)

- ① The Company may provide various information to Members by posting it on the website while operating the service.
- ② The Company may post advertisements on the website, via e-mail, or via text message in connection with the operation of the service.

Article 12 (Entrustment of Personal Information Processing)

In general, the Company handles and manages collected personal information on its own, but if necessary, it may delegate in part or all of its work to an agency. The details of an agency can be found on the Company's website under "privacy policy."

Article 13 (Suspension of Service Provision)

The Company may discontinue service provision in any of the following instances.

- ① unavoidable system maintenance
- ② suspension of the telecommunication service by the facilities-based telecommunications business operator as specified in the Telecommunications Business Act
- ③ other reasons preventing the Company from providing the service

Article 14 (Deletion of Postings and Contents)

The Company may delete postings or contents of the service without prior notice or consent if they violate the provisions of Article 10 or have expired according to the Company's policy on the retention period for postings.

Article 15 (Rights and Responsibilities Relating to Contents Posted)

The Member who posted the content holds all rights and responsibilities, including copyright, for the posted content.

Article 16 (Termination of the Agreement and Restriction of Use)

- ① If a Member wishes to terminate the Service Use Agreement, the Member must submit a termination request to the Company through the website service at least one day prior to the termination date. However, the Member can submit the termination two days before the holiday begins if the intended date of termination is a legal holiday.
- ② If the Member violates Article 10 or any other provision of these terms and conditions and fails to remedy the violation within the time specified by the Company, the Company may terminate the Service Use Agreement.
- ③ If the Member violates these terms and conditions or disrupts the normal operation of the services, the Company may restrict the Member's use of the services progressively, beginning with a warning and progressing to temporary suspension and permanent suspension.

Article 17 (Compensation for Damage related to Free Service)

Except in cases where the damage is caused by the Company's gross negligence, the Company shall not be liable for any damage to the Member in relation to the free service provided.

Article 18 (Indemnification and Compensation)

- ① The Company is not responsible for the accuracy or veracity of the Member's posted information, data, facts, etc. The Member uses the service at his or her own risk and is responsible for any damage caused by data posted or transmitted by him or herself, as well as any disadvantages resulting from the selection of materials or the use of other services.
- ② The Company is not liable if a Member violates Article 10 and conducts product transactions between Members or between Members and a third party via the service. The Company is not responsible for the Member's anticipated benefits in connection with the use of the service.
- ③ Members are responsible for any damage resulting from the negligent management and use of their ID (e-mail) and password, as well as any unauthorized use of their ID and password by a third party.

- ④ If the Company is liable to the Member or a third party and suffers damages as a result of a Member's violation of Article 10 or other provisions of these terms and conditions, the Member who violated these terms shall compensate the Company for any damages and indemnify the Company against such damages.

Article 19 (Limitation of Liability)

- ① The Company is exempt from responsibility for service provision if it cannot provide the service due to a natural disaster or equivalent force majeure.
- ② The Company is not liable for any impediments to service use that are attributable to the Member.
- ③ The Company is not responsible for the veracity and accuracy of the information, data, and facts posted by Members in connection with the service.
- ④ In the event of transactions between Members or between Members and third parties using the service as a conduit, the Company is exempt from liability.
- ⑤ The Company is not responsible for the use of free services unless specific provisions exist in the applicable laws.

Article 20 (Governing Law and Jurisdiction)

- ① The law of the Republic of Korea governs the proceedings filed between the Company and the Member.
- ② A proceeding involving a dispute between the Company and the Member will be filed in the court with jurisdiction according to the Civil Procedure Act.

Addendum

These Terms and Conditions are effective from October 12, 2016.

Partial amendment: June 20, 2022