

# Terms and Conditions

Thank you for your interest in AI.MON Co., Ltd.( "Company ")’s products and services.

## 1. Purpose

- ✓ These terms and conditions("Terms") are intended to define the rights, the obligations and the responsibilities of the "Company" and the "User" in using the "Products".
- ✓ Please read the terms carefully. By purchasing, installing, downloading or otherwise accessing or using the company's products, "Member" agrees to the terms and creates a legally binding agreement with respect to the use of the products.
- ✓ Since the company's products are in various forms, additional conditions or requirements of the product may apply. These additional conditions and requirements are also part of the contract with the company.

## 2. Definition of terminologies

- ✓ "Products" : The company offers a variety of products and services ranging from consumer products, websites, applications, customer support and other services. These products and services are collectively called "Products".
- ✓ "Users" : Collectively, those who use the services of the company.
- ✓ "Members": Among the users, those who have registered an account with the company and provided the company with personal information to register as members, who are continuously provided with product information and who can continue to use the services provided by the company.
- ✓ "Dormant Members":The members who have not logged in for 12 consecutive months since the last login to the company's products.
- ✓ "App": An application of the company on a third party website or platform to use the products.
- ✓ "Homepage": It means [www.aimon.co.kr](http://www.aimon.co.kr) where you can find notices, terms & conditions, privacy policy, and information about the products.

### **3. Products**

#### **3.1. Consumer products**

- ✓ The products are not a medical device but a consumer product. They do not and are not intended to diagnose, cure, treat, alleviate or prevent any disease or health condition or investigate, replace or modify anatomy or any physiological process. The products are general wellness product intended for the protection and health care of babies and can't be used for medical use by medical institutions.
- ✓ The accuracy of the data collected and presented through the products is not intended to match the accuracy of any medical or scientific measuring device. The products do not provide medical advices or opinions. The products are for informational purposes only and are not intended as a substitute for advice from medical professionals.
- ✓ None of the Products are intended for emergency situations. If you think you or your child may have a medical emergency, call your doctor or emergency services immediately. Never disregard professional advice or delay in seeking it because of information you read about the Products.

#### **3.2. Disclaimer of the products**

- ✓ The products are intended for healthy babies up to 36 months . If your baby has a disease or injury, please use medical devices. Do not use the product.
- ✓ The products are intended to help care for members' babies, do not work as a caregiver on behalf of the member. Members are responsible for managing the baby's health and safety.
- ✓ Do not attempt to access the products by any means other than the guidelines and the user guides of the Product. Improper use of the products can void the company's warranty.

### **4. Membership**

#### **4.1. Account registration**

- ✓ Use of the products is started by installing the application and by agreeing to the "terms and conditions" and by registering an account.
- ✓ When registering your account, you may be required to provide "Company" with the information about yourself and your baby. Members agree to provide accurate information and to keep it up to date.

- ✓ When you register an account, a password is generated. Please keep your password confidential as you are responsible for all the activities that occur through your account. If you believe that a member's account is no longer secure, please notify us immediately at info@aimon.co.kr.

#### **4.2. Notice to Members**

- ✓ If the company notifies the member, the company can notify the member to the registered e-mail address the member agreed to in advance.
- ✓ In the case of a notice to the entire members, the company can replace the individual notice by posting on the application or homepage for more than 7 days.
- ✓ The company notifies each member of matters that have a significant impact on the member.

#### **4.3. Deleting account and disqualifications**

- 4.3.1. Members can request the company to delete account at any time, and the company will immediately deal with the deletion of membership.
- 4.3.2. The company may limit or suspend membership in the following cases.
  - ✓ If false information is registered at the time of account registration
  - ✓ If the member interferes with a third party's use of the product, or if steals the information
  - ✓ When doing the act which are forbidden by law and by the "terms and conditions" or if doing the act which is contrary to public order and good manners
- 4.3.3. Even after the company restricts or suspends the membership, the reasons mentioned in the preceding paragraph occur and even though the member receives request for correction by the company for a certain period of time, if the correction is not done within the period, the company may lose the membership.

#### **4.4. Dormant member**

- 4.4.1. The company notified the dormant member of the loss of membership by notices(email), the membership can be lost if there is no reply within the time limit set out in the notices. In this case, the member's personal information and service usage information will be destroyed and deleted without delay except for items that are required to be kept by law.

## **5. "App" service and the use of "Homepage"**

### **5.1. Contents and delivery of the "App" service**

- ✓ App plays a role of setting, display, SW update for the members to use the products.
- ✓ The company do their best to provide stable app services. App service is connected with products and is provided in principle 24 hours a day, 7 days a week.
- ✓ How to use the app can be found in the Help notice of the app, the homepage FAQ, manuals, etc.

### **5.2. The provision of information**

- ✓ The company may provide a variety of information deemed necessary by the members to use the products by e-mail, app screen or popup, and homepage bulletin board. You may refuse to receive information if you do not want to.
- ✓ Links to third party websites on the app or on the homepage are provided for your convenience. The company is not responsible for the contents or actions of third party websites.

### **5.3. Members' Contents**

- ✓ If members have provided comments, suggestions, messages, reviews, photos, videos, images or other information to the company, the member shall give the company the right to use the information.
- ✓ Members agree that the information provided does not infringe the rights of others, nor is it any other inappropriate contents such as libelous abuse and vulgar expression, etc.
- ✓ The company may remove or prohibit the posting of the contents of members for any reason.

## **6. Privacy Protection**

6.1.1. The company treats personal information provided by the Member in accordance with the Privacy Policy. By using the Products, the Member agrees that the company can use the personal information provided by the Member in accordance with the terms of the Privacy Policy.

6.1.2. The "company" may use the personal information of "members" (blog, YouTube,

institution, other SNS, etc.) who mutually agreed with the "company" separately.

- ✓ The "Company" may anonymize or aggregate the information collected through the "Product", including personal information and information provided by the "Member", which have been mutually agreed upon separately, and can be used for the purposes described in this Privacy Policy.
- ✓ The "Company" removes the personal information that third parties can use to identify children cared by "members" and "members" when anonymizing or aggregating information.

6.1.3. Users are responsible for the following.

- ✓ Users are responsible for managing ID and password.
- ✓ Users must not allow their IDs and passwords to be used by third parties.
- ✓ If a user recognizes that his/her ID and password are stolen or used by a third party, the user shall immediately notify the company and follow the company's instructions, if any.

## **7. Limited warranty and Disclaimer**

### **7.1. Limited warranty**

- ✓ Use of the Product as intended is warranted to be free from defects in materials and workmanship for one year from the date of purchase and six months for the refurbished product(three months for expendables). The company does not warrant the product against abrasion and damage caused by misuse, modification or improper maintenance.
- ✓ If you believe you received a defective product, the product or components will be repaired or replaced. The company warrants replacement for the remainder of the warranty period.
- ✓ The warranty only applies to the original purchaser of the product from a company authorized by the company. The company reserves the right to refuse any warranty for products purchased from unauthorized sellers, including unauthorized websites.

### **7.2. Disclaimer**

- ✓ The Company provides its products using commercially reasonable levels of technology and management. The company strives to provide quality products but does not promise certain things about products.

- ✓ The Company's suppliers and distributors also make no commitment about the functionality, reliability and availability of the products or the ability to meet requirements, which are not specified in these terms and conditions.
- ✓ "Products" are intended to help you take care of your baby, not a substitute for responsible adult's monitoring.
- ✓ "Products" monitors healthy babies in daily lives. Do not use the "product" as a means of diagnosing disease, and do not use the "product" on your baby if your doctor has recommended the use of a medical device.
- ✓ Notifications on "products" are not as strict as medical monitors. For example, if measuring method is not the way as recommended by the "company" in the manual, or if the baby moves a lot, the measurement may not be accurate. For more information, refer to the warning, safety information and usage information in the "Company" manual.

### **7.3. Refund**

- ✓ If you are not satisfied with the purchase, you can get a full refund within 15 days of the purchase date.
- ✓ No refund will be given once the product has been opened.
- ✓ Refund applies only to the original purchaser of the product from a seller authorized by the company with the proof of purchase.

### **8. Intellectual Property**

- ✓ The company owns and operates the products. This includes trademarks, copyrights, UI, graphics, design, editing, information, data, source code, hardware, products, software, services, and all other product elements.
- ✓ The use of the company's products by the member does not give the member the ownership of any intellectual property rights in the company's products or content. The company reserves all rights in the products which are not expressly granted in these "terms and conditions".
- ✓ The company provides the software to its members under a non-exclusive license that is not transferable. A member may not copy, modify, distribute, sell, rent or reverse engineer any part of the software or attempt to extract the source code of the software contained in the product.

- ✓ Users shall not use, or make available to third parties, any information obtained from the company, which is attributable to the company's intellectual property, by copying, transmitting, publishing, distributing or broadcasting or other means without the company's prior consent.

## **9. Dispute Resolution**

- ✓ If there is a claim for damages by the users in relation to the dispute between the company and the users, it may be subject to the mediation of the dispute settlement agency requested by the Fair Trade Commission or the Governor.

## **10. Jurisdiction and Governing Law**

- ✓ Lawsuits arising between the company and the user shall be based on the address of the user at the time of filing. If the user doesn't have an address, it will be under the exclusive jurisdiction of the local court having jurisdiction over the user's residence. However, if the user's address or residence is not clear at the time of filing, or if he/she is a foreign resident, he/she shall file a complaint with the competent court under the Civil Procedure Act.
- ✓ Korean law applies to lawsuits filed between the company and the user.

## **11. Changes to the terms and conditions**

- ✓ These terms and conditions will be effective from October 10<sup>th</sup>, 2020.
- ✓ Company may modify these terms and conditions or may add additional terms and conditions applicable to the product. Members should check the terms regularly.
- ✓ In the event of a conflict with these terms and conditions, the additional terms and conditions shall take precedence over these terms and conditions.

## **12. Supplementary clause**

- ✓ These terms and conditions will be effective from October 10<sup>th</sup>, 2020.