

Terms of Use

The purpose of this terms and conditions shall be to specify rights, obligations and responsibilities of the company and the users, when the users use KEYCUTstock service provided by 4by4 Inc. via our website (www.keycutstock.com), related software, app or plugin (hereinafter, collectively "site"). Please read this terms and conditions carefully before you access or use our website.

1. [Consent to the terms and conditions and definitions](#)
2. [Provision of service, etc.](#)
3. [Membership registration, etc.](#)
4. [Member's activities, etc.](#)
5. [Signing a license agreement, etc.](#)
6. [Member's site use and license, etc.](#)
7. [KEYCUTstock trademarks, etc.](#)
8. [Information provided by members, etc.](#)
9. [Posting, use, etc. of contents](#)
10. [Claims of infringement, etc.](#)
11. [Restrictions on use, etc.](#)
12. [Relationship with third-party websites](#)
13. [Disclaimer of warranty and guarantee](#)
14. [Compensation and indemnity, etc.](#)
15. [Miscellaneous](#)

1. Consent to the terms and conditions and definitions

- 1.1 You will agree to and be bound by the terms and conditions specified below and all the other terms and conditions which may be published by the site for amendment or addition (collectively, "terms and conditions") In case of not agreeing to all the conditions contained in this terms and conditions, you shall not use or access to this site.
- 1.2 "Site" shall mean a virtual business place set up by 4by4 Inc. to provide images or videos (hereinafter referred to as "contents") to users by using information and communication facilities such as computers, etc. in order to transact contents, etc. as well as a business operator operating our website. "Member" shall mean a person who has registered as a member by providing personal information to the "Site", continuously receives the information of the "Site" and continue to use the services provided by the "Site".
- 1.3 4by4 Inc. may amend or change the terms and conditions from time to time as occasion demands. Provided that, in case of amendment of the terms and conditions, it shall be published and

announced on the first page of the “Site” specifying the effective date and reason for such change from 7 days to 1 day prior to the effective date. However, in case of adverse change of the terms and conditions to the members, such announcement shall be published with a grace period of at least 30 days in advance. In this case, “the company’s website” shall clearly compares the content before and after the amendment, and display such for the members to understand.

- 1.4 If you continue to access or use the site despite the above notice, it shall be considered that you have agreed to these changes, and access and use of the site are subject to the terms and conditions, rules and guidelines of the version posted on the site upon use.
- 1.5 The current terms and conditions can be found at any time in the “Terms and Conditions” on the website www.keycutstock.com. In case of breach of the terms and conditions, your access to the Site or license for use shall be automatically terminated.

2. Provision of service, etc.

- 2.1 4by4 Inc. shall provide services regarding information of the contents, making agreement for purchase/rental, delivery of contents and other related services.
- 2.2 In case of changes in the quality or technical specifications of the contents or other circumstances, the contents to be provided the agreement to be made in the future can be changed. In this case, the changed contents and the date of such shall be specified and immediately published to the place where the current contents are posted. In the event that the content of the service to be provided by the Site according to the agreement with the users due to the above reasons, it shall be notified to the address or contact information that can be notified to the members.
- 2.3 If a member proves intention or negligence of 4by4 Inc. in relation to the above, 4by4 Inc. may compensate the user for damages caused by this.
- 2.4 The site may temporarily suspend provision of services in the event of maintenance, inspection, replacement or breakdown of information and communication facilities such as computers, etc. or disruption of communication.

3. Membership registration, etc.

- 3.1 You may join the membership by filling in the information according to the form set by the site and expressing your intention to agree to these terms and conditions.
- 3.2 4by4 Inc. may not allow a person, among the applicants for membership registration, to be registered as a member, if : i) a person has previously lost membership qualifications pursuant to Paragraphs 5 to 6 of this Article; ii) there is false information, omissions, or errors in the registration details; or iii) it is determined that there is any other technically significant issues in registration of membership.
- 3.3 In case of any change in the information registered by the member, such change must be notified to 4by4 Inc. by e-mail or other means.
- 3.4 A member can apply for withdrawal at any time, and 4by4 Inc. immediately accept such withdrawal upon the request of the member.

- 3.5 If a member falls under any of the following reasons, 4by4 Inc. may limit or suspend membership or his/her activities on the site:
- 1) If false information is registered at the time of application
 - 2) In case of failure or delay of payment for the contents purchased by using the site or other fees related with usage
 - 3) Threatening the order of e-commerce, such as interfering with the use of sites or contents of other people's or stealing information, etc.
 - 4) In case of any actions prohibited by laws or these terms and conditions, or against public order and morals by using the site
- 3.6 If, after restricting or suspending membership on the site, the same action is repeated two or more times, or if the problem or the cause of the action is not corrected or removed in an appropriate manner within 30 days, 4by4 Inc. may withdraw the membership.
- 3.7 4by4 Inc. shall give notification regarding membership to the members via e-mail address provided at the time of joining the site

4. Member's activities, etc.

- 4.1 Members shall remain responsible for managing their ID and password.
- 4.2 Members shall not allow a third party to use their ID and password, and in the event of violating these terms and conditions or other terms and conditions and contracts with 4by4 Inc. due to the use of a third party, 4by4 Inc. may immediately restrict or suspend the member's activities or withdraw such membership, and claim for liability for any damages arising from such activities.
- 4.3 In the event that a member recognizes that his or her ID and password have been stolen or being used by a third party, he/she shall immediately notify 4by4 Inc., and if there is a guide from 4by4 Inc., he/she shall follow such.
- 4.4 Members shall not sign up for site membership or apply for a license agreement by using false information or stealing false other people's information, and shall neither change the information posted on the site, nor transmit or post information, etc. other than information on the site.
- 4.5 When a member infringes on intellectual property rights such as copyrights of 4by4 Inc. or a third party, damage reputation of 4by4 Inc. or a third party, or interferes with business, obscene or violent messages, voices, images, non-commercial publicity or propaganda, advertisements, and other information contrary to public morals shall not be posted or disclosed.
- 4.6 Members shall not engage in actions that are deemed to infringe on the rights of 4By4 Inc. or any third party, and intervening in activities prohibited by the law, these Terms of Use and other contracts with 4By4 Inc., privacy rights and publicity rights, and others. Infringement of the rights of 4by4 Inc. or a third party, such as swearing, damaging the reputation of others, harassing, stalking, or threatening others is not allowed.
- 4.7 If a member violates the above paragraphs 4.3 to 4.6, 4by4 Inc. may immediately delete the post and cancel the member, and may be held liable for any damages caused by the violation. .

5. Signing a license agreement, etc.

- 5.1 Members will sign a license agreement with 4by4 Inc. on the site through the following method.
- 1) Content search and selection
 - 2) Enter required information for payment such as name, end user, country, address, phone number, e-mail address, mobile phone number, etc.
 - 3) Confirmation and consent of terms and conditions and license agreement: Required to check the scope of purchase license
 - 4) Select payment method
- 5.2 In the event that 4by4 Inc. determines that acceptance of the license agreement in accordance with the relevant application is likely to be prohibited by laws or these terms and conditions, or contrary to public order and morals or against due to false information, or omission of some information, 4by4 Inc. may not accept it or cancel the contract that was established.

6. Member's site use and license, etc.

- 6.1 Members can access and use the site according to these terms and conditions and the license agreement with 4by4 Inc. and laws. 4by4 Inc. is the sole owner of all rights, ownership and interests of the site, and also holds rights not expressly specified in these terms and conditions. 4by4 Inc. may modify, replace or discontinue the site or part of the site at any time for any reason with or without notice, and provide the site which is as it is and available.
- 6.2 All content of the site, such as carefully selected collection and arrangement of voice, photo, video and other contents as well as videos and related metadata, etc. provided by 4by4 Inc. through KEYCUTstock service (collectively, "contents") shall be protected by these terms and conditions and contracts by and between 4by4 Inc. and copyright holders and members and laws and treaties of copyrights, trademarks, patents, trade secrets and intellectual property.
- 6.3 Unauthorized use of content on the site shall constitute violation of these terms and conditions, contracts and related laws. Except as stipulated in these terms and conditions or a license agreement signed separately between members and 4by4 Inc., members shall agree not to copy, repost, frame adjustment, link, download, transmit, modify, adjust, produce derivative works, lease, rent, sell, assign, distribute, display, perform, grant license, resell or reverse engineer the site or contents.
- 6.4 In addition, the member agrees that the collection and extraction methods such as data mining, robots or similar data and/or images may not be used in connection with the site or content.
- 6.5 Members shall not download, distribute, display, or copy contents unless members enter into a license agreement with 4by4 Inc.
- 6.6 Members shall not remove watermarks or copyright notices included in the contents.

7. KEYCUTstock trademarks, etc.

- 7.1 The term “KEYCUTstock trademark” in these terms of use shall mean trademarks, logos, service marks, name of trademarks, Internet domains, names or any others equivalent to such according to customary laws or other displays that are registered or not registered as being used on the site by 4by4 Inc. to provide KEYCUTstock services in the present or in the future.
- 7.2 These terms and conditions do not grant any right to use the KEYCUTstock trademark to members.
- 7.3 Members shall not use the trademarks of KEYCUTstock or 4by4 Inc. or the trademarks of KEYCUT in a manner that may damage the credit or reputation, disparage, or cause negative repercussions to 4by4 Inc.
- 7.4 Members shall agree not to use the KEYCUTstock trademark or variant thereof (including typos), regardless of the top-level domain, as a domain name or part of a domain name, or as a meta tag, keyword, or other programming code or data type.
- 7.5 In any case, members shall not adopt or use words and signs that are similar or confusing to the trademark of 4by4 Inc. or KEYCUTstock without prior written consent of 4by4 Inc.
- 7.6 The look and feel of the KEYCUTstock website, including all page headers, custom graphics, button icons, and scripts, is a product exterior and/or trademark or service mark of 4by4 Inc. and service KEYCUTstock provided by 4by4 Inc. and the whole or part of such shall not be copied, imitated or used without prior written consent of 4by4 Inc.
- 7.7 All other trademarks, product names, company names or logos used or displayed on the KEYCUTstock site are the property of their respective owners. Unless explicitly specified, mentioning a brand name, trademark, manufacturer, supplier or other product, service, process, or other information shall not imply that 4by4 Inc. warrants, sponsors or recommends such.
- 7.8 Members shall not remove watermarks or copyright notices included in the contents of 4by4 Inc. KEYCUTstock .
- 7.9 Members shall not link to the KEYCUTstock site using the KEYCUTstock trademark, logo, image, or other graphics owned or provided by 4by4 Inc. without prior written consent of 4by4 Inc.
- 7.10 Members shall not frame or hot link to the KEYCUTstock site or image without the prior written consent of 4by4 Inc.

8. Information provided by members, etc.

- 8.1 4by4 Inc. may collect member information related to the use of the site. Even at this time, only minimum necessary information will be collected and when collecting personal information which is available for identification, the consent of the user shall be obtained.
- 8.2 Personal information provided by a member shall not be used for other purposes or provided to a third party without the consent of the member. However, the following shall be exceptional: i) when a member requests delivery and needs to inform the company of the name, address, and phone number necessary for delivery; ii) when it is necessary to verify identity for prevention of account theft or verification; or iii) when there are unavoidable reasons due to other laws and resolution of legal dispute

- 8.3 When a member uses a third-party platform that passes through to access the site, information related to the use of a third-party platform may be collected and such information may be provided to 4by4 Inc. For information collected in such way, 4by4 Inc. always shall comply with these terms and conditions, Privacy Policy, and applicable laws for collection and use.
- 8.4 4by4 Inc. may collect personal information that can verify identification in order to improve the quantity and quality of services provided to members upon consent of the members, and use such for marketing services through satisfaction surveys, customized services, e-commerce, communities, and call centers, etc.
- 8.5 4by4 Inc. uses and protects the member's personal information such as name and address in accordance with the privacy policy, which can be viewed at any time at www.keycutstock.com.

9. Posting, use, etc. of contents

- 9.1 4by4 Inc. provides a service granting a limited worldwide, non-exclusive royalty-free license and rights to copy, transmit, distribute, publicly perform and exhibit contents through the KEYCUTstock site, and create derivative works from user's contents.
- 9.2 Members may not only obtain licenses from the site provided by 4by4 Inc. but also edit and display their own contents by using this. Users' contents can be stored for disputes occurred or to be occurred in the future or for investigations and legal proceedings and the license agreed with 4by4 Inc. shall remain unless a member removes such contents from the Site, and in case of removal of contents, the license shall be terminated in the reasonable period of time required for such removal in commercial practices. However, in the case of storage for legal uses and purposes, the license will survive only within the scope.
- 9.3 Video, images, text, audio recordings, or other contents that contains followings shall not be uploaded, posted, or transmitted:
- Contents that infringe the copyrights, other intellectual property rights, publicity rights, or privacy rights of others
 - Contents that contain pornography, defamation, or other illegal or immoral content
 - Contents that describe minors or exploitation of minors
 - Contents that describe violent behavior or other illegal contents
 - Contents that describe cruelty to animals or violence against animals
 - Contents that encourage or cause fraudulent planning, fraudulent advertising or unfair competition
 - Contents that violate these terms and conditions or other contracts with 4by4 Inc., laws, regulations or rules
 - Contents that promote or advertise specific religion or ideology, or political or non-political group
 - Contents that promote or advertise other services, goods, and contents, etc.
 - Other contents contrary to public order and good morals
- 9.4 Members shall not use the same contents for any purpose other than the purpose for which they originally acquired the license to use the content. The member's use of the contents is valid only within the scope of the relevant license agreement signed separately by and between the member and 4by4 Inc. Copy, display outside the scope of the license or to the general public, transmission, publication, broadcast, distribution or us by other means or making it available a third party of

watermarked or unlicensed content (whether it is a derivative work, part, consolidation or sole) shall be considered as copyright infringement.

10. Claims of infringement, etc.

10.1 In the event that all images or other materials set for use on the site infringes on copyrights owned or controlled by you, you may notify 4by4 Inc. at any time. In this case, 4by4 Inc. may take measures to prevent repeated or expanded infringement, such as requesting deletion of posts, if necessary after checking the matters notified.

11. Restrictions on use, etc.

11.1 4by4 Inc. may notify or warn the members regarding suspension or restriction of membership, or withdraw membership, when it is necessary due to confirmation of need of confirmation of violation of these Terms and Conditions, other contracts and laws, etc.

11.2 In order to download, copy, and/or display and distribute the contents of 4by4 Inc. KEYCUTstock, you must sign a license agreement with KEYCUTstock.

11.3 Members shall agree not to copy, repost, frame adjustment, correct, link, download, produce a derivative work, rent, lease, sell, allocate, distribute, grant license and/or resale, or reverse engineering the contents of 4by4 Inc. KEYCUTstock.

11.4 Members shall agree not to use similar data and/or image collection and extraction methods in relation to the contents of 4by4 Inc. KEYCUTstock.

11.5 All contents of this site, including videos of 4by4 Inc. KEYCUTstock contents, etc., are protected by copyright, trademark, patent, trade secret and intellectual property laws and treaties. In the event of unauthorized use or infringement of copyright of the contents of 4by4 Inc. KEYCUTstock, it shall be violation of this contract, related laws and treaties, 4by4 Inc. and its employees, shareholders, directors, managers, members and suppliers must be indemnified by you, at your cost and responsibility, and 4by4 Inc. may claim compensation for damages from you.

11.6 In case of confirmation of violation or need for confirmation due to suspicious violation of the terms and conditions, other contracts and laws of a member of 4by4 Inc. KEYCUTstock site, 4by4 Inc. may, at its discretion, block, restrict, temporarily deactivate or terminate the member's access to all or part of the site and/or contents at any time. Members shall not engage in any actions that are deemed to interfere with the use of the site by other members or corporations, and such actions may result in restricting, suspending, or terminating the member's access to the site of 4by4 Inc. without notifying the member.

12. Relationship with third-party websites

12.1 If the site is provided through a third-party platform, or if 4by4 Inc. provides a link from the site to a third-party platform or allows a third party to connect to the site from the platform, members shall understand and agree that 4by4 Inc. or the service "KEYCUTstock" provided by 4by4 Inc. shall make

no warranty of any kind, whether express or implied, and shall not take any responsibility for the contents or practices of such third parties or platforms. Such platforms are not under the control of 4by4 Inc., and such links are provided or allowed only for the convenience of members. The inclusion or links does not imply affiliation, warranties or adoption of 4by4 Inc.

13. Disclaimer of warranty and guarantee

- 13.1 Members shall bear the risk of using the site by him/herself. 4by4 Inc. provides the service "as is, as provided on the site" in accordance with these terms and conditions without any kind of guarantee. 4by4 Inc. expressly disclaims the guarantee of non-infringement and commerciality of rights related to the services and contents provided.
- 13.2 4by4 Inc. will not guarantee that : 1) the site meets the member's requirements; 2) the access to the site is not interrupted; 3) the quality of the site meets the member's expectations; and 4) the error or defects of site, service or material will be corrected.
- 13.3 4by4 Inc. will not guarantee that : the site is permitted under the jurisdiction of the member; the content submitted by the member is to be available through the site or stored on the site; the site meets the requirements of the member; or 4by4 Inc. will continuously support specific functions of the site.

14. Compensation and indemnity, etc.

- 14.1 Members shall take legal responsibilities for : 1) member's KEYCUTstock site activities and site use; 2) member's violation or alleged violation of site terms and conditions or warranty or statements contained therein; 3) member's unauthorized use of content or infringement of the rights of others; 4) expenses, compensation for damages, other claims, and legal responsibilities (including, but not limited to, reasonable attorney's fees) for resolving issues arising from member's acts of obstruction to 4by4 Inc. or others. In the event that 4by4 Inc. becomes a party of a dispute, the member shall agree to protect and indemnify 4by4 Inc., license providers, employees, agents, third-party information providers, submitters and independent contractors at his/her expense and responsibility.

15. Miscellaneous

- 15.1 Seoul Central District Court shall be subject to the exclusive jurisdiction of all disputes and claims arising out of or relating to this Agreement or a breach of this Agreement.
- 15.2 In relation to the interpretation and scope of these terms and conditions, and other related matters, Korean law take precedence, but if necessary, the rules of private international law may apply.
- 15.3 In the event of a conflict between these terms and conditions and the license agreement concluded with 4by4 Inc., the terms of such license agreement shall take precedence.
- 15.4 These terms and conditions shall not be interpreted in favor of or against either party, but in accordance with the fair meaning of the language used in the terms and conditions. If any part of

these terms and conditions becomes invalid or unenforceable, the remainder of these terms and conditions will remain in force.