

Paid Service Terms

Effective Date: May 21st, 2021

1. Purpose and Scope of Application

1.1. These Paid Service Terms (the “Paid Service Terms”) are provided for the purpose of defining the legal relationship between KBYK Live Inc., d/b/a VenewLive (“VenewLive”, “KBYK”, “us”, “our”, “we”) and the users (“Members”, “users” or “you”) regarding the sale (purchase), use and refund of, and other activities in relation to, the Paid Products that are sold as part of the Service.

1.2. These Paid Service Terms apply to the Members who purchase the Paid Products.

1.3. Any matters not stipulated in these Paid Service Terms, which is an addendum to the Terms of Service, shall be governed by the provisions stipulated in the Terms of Service.

1.4. Definitions in the ‘Terms of Use’ also apply to this document.

2. Definition

2.1. Terms defined in the Terms of Service shall have the same meaning in these Paid Service Terms.

2.2. Additional terms defined in these Paid Service Terms are as follows: 'Paid Products' mean the 'Service' or contents (“Contents”) of VenewLive that the Members can access after paying a certain price. The Paid Products include the rights to watch and/or download specific Contents; certain products that provide access to Contents for a fixed term; specific features that are available on the Service; products including digital products (merchandised products, albums, emoticons, etc.,) that the Members may purchase for a fee within the Service.

3. Contents of, Changes to, Termination of, and etc. in Regards to Paid Products

3.1. We shall notify, in a manner that is appropriate, the following information in these Paid Service Terms and on the Service page to ensure that the Members fully understand the transaction terms for the purchase of the Paid Product before purchasing such Paid Product so that the Members may purchase the Paid Products without making mistakes or having any misunderstanding. Each of the provisions listed below will be binding upon KBYK and the Members as part of these Paid Service Terms.

- i. The company name of the seller and the name, address and telephone number of the company’s Representative Director, etc.;
- ii. Specific details regarding the Paid Products such as the type and price of the Paid Product and the method, period, and conditions for using the Paid Product;
- iii. Matters such as the period for and method and effect of the withdrawal of the purchase order, cancellation of transaction, or termination of the contract and refund, and other details;

- iv. Matters relating to handling of the consumer complaints, compensation for damages, and dispute resolution.

3.2. We shall notify in advance, in a manner that is appropriate, the Members of (i) any changes, updates or amendments to the information listed in Paragraph 3.1; and (ii) any termination of distribution or service provision of specific Paid Product(s). If such change, updates, amendment, and/or termination is unfavorable for the Members, and has any significantly adverse impact to the rights and responsibilities of the Members, the aforementioned changes, updates, amendments and/or termination will become effective by adhering to the procedures for notification and announcement in accordance with Terms of Service (UPDATES TO TERMS).

3.3. If we, in accordance with Paragraph 3.2, change, update or amend the types, prices, and/or other information about a Paid Product, or terminates the distribution or service provision of a Paid Product, thus limiting the Members, with no causes attributable to the Members, from using that Paid Product previously purchased in accordance with the conditions prearranged upon purchasing, we shall provide the appropriate compensation for the Members in accordance with Paragraph 5 below.

4. Formation of Usage Contract for Paid Products

By providing consent to these Paid Service Terms and purchasing a Paid Product(s), the Member enters into and is bound by a purchase agreement with us (a "Purchase Agreement").

5. Purchase of Paid Products and Our Right to Cancel, Refuse or Suspend the Acceptance of your Purchase

5.1. A purchase of Paid Product can be made through a payment method provided by us within the Service such as credit card. If there is an independent business operator which operates the payment method selected by the purchasing Member, the Member must follow and implement the procedure set out by the relevant business operator before using such payment method to proceed with the payment.

5.2. We may refuse to enter into a Purchase Agreement or cancel any transaction for the Paid Product(s), without any kinds of obligations or liabilities, by refusing to accept the Member's purchase request or by reserving or revoking the acceptance of the request in the following cases:

- i. If the Member has failed to use his or her real name or used another person's name;
- ii. If it is determined that there has been a fraudulent payment by theft, considering the circumstances such as massive purchase of the Paid Product(s) by using the same IP, consecutive payments by using similar user ID and any history of ID theft;
- iii. If the Member has provided false information or failed to provide required information in the process of purchasing the Paid Product(s);
- iv. If the purchase request has been made by a minor under the age of 18 without the consent of his/her legal representative;
- v. If the payment for the purchase has not been processed or there is a possibility of such payment not to be processed;
- vi. If the Member has breached the Terms of Service, including Paid Service Terms, or committed copyright infringement of the Content (including the Paid Product);

- vii. If the Member's use of Service has been restricted, subject to the Terms of Service;
- viii. If the Member has ever violated any of the sub-paragraphs 1 through 7 above;
- ix. If the acceptance of the purchase request violates any relevant laws and regulations, or is against social order, public morals and related policies or regulations of KBYK.

5.3. In the following circumstances, we may suspend the acceptance of your purchase request until the cause of the event is resolved:

- i. If the Service disruption occurs; or
- ii. If there is a lack of human resources or facilities to conduct the normal operation of the Service.

5.4. Once the Member properly purchases a Paid Product and enters into a Purchase Agreement for that Paid Product, we shall promptly deliver a copy of the terms and conditions of the Purchase Agreement, including the information described in Paragraph 3.1 above to the Member.

6. Special Provisions Regarding Contracting by Minors or Individuals with Disabilities

6.1. You must be at least 18 years old or the age of majority in your province, territory or country to purchase any Paid Product.

6.2. If the Member is a person with disability, the Member must obtain the consent of his or her legal representative (e.g., a parent) prior to making a payment for any Paid Product.

7. Cancellation

7.1. Live Streaming Access

- i. If the Member orders an access pass to live streaming events, the Member may withdraw or cancel the purchase order anytime until one hour prior to the start of the event, by emailing us at cs@venewlive.com. After this deadline, a refund will not be available, even if the Member does not watch the event.
- ii. If the Member experiences a difficulty to access live streaming events due to technical errors on our part, please let us know as soon as possible by contacting us at cs@venewlive.com. If the technical error is indeed due to our fault, we will first attempt to schedule a re-air of the show within a reasonable timeframe. If a re-air or re-streaming is not possible, we will refund the Member for either the full or partial cost of the product as appropriate. But, we are not responsible for the Member's provision of incorrect information; the Member's digital devices or network conditions failing to meet the minimum technical requirements; the Member's failure to follow our instructions; and the events which are outside of our reasonable control.
- iii. The start time, running time, and programs of live streaming events are subject to change due to on-site broadcast circumstances or network conditions.
- iv. If the Member cancels VenewLive membership, the Member's purchases will be deleted and cannot be recovered.

7.2. Paid Emoticons

- i. Paid emoticons include stickers, animated stickers, and sound emoticons, to be used in a chat window. Paid Emoticons cannot be cancelled or refunded.

7.3. Physical Products

- i. Unless otherwise stated upon placing the order, the Member may cancel the purchase of physical products at any time prior to the product being shipped to the Member, by emailing us at cs@venewlive.com. If the product has been already shipped by us, the Member may return the item within seven (7) days of receiving the product for any reason, provided that the Member follows the specified instructions from VenewLive regarding returns. For clarity, where the Member's order was for products of a "hybrid" nature (e.g., a physical and live streaming product) and we have already delivered the live streaming product, we will refund the relevant physical element of the order in accordance with Clause 7.3.
- ii. The Member must return the product to us immediately in the same condition the Member received it (at the Member's own cost and risk), following the specific return instructions the Member receives. The Member has a legal obligation to take care of the product while it is in the Member's possession. If the Member fails to do so, we may have a claim against the Member for reimbursement for any damage caused by the Member to the product.
- iii. The right to cancel does not apply:
 - a. where CDs and/or DVDs (or other such audio or audio-visual products) have been unsealed;
 - b. where the product has been made to the Member's specification;
 - c. where the product, by reason of its nature, cannot be returned, or is billed as a "Final Sale" or part of an "All Sales are Final" offer in the applicable product description or checkout page;
 - d. Limited edition merchandise or other memorabilia; and
 - e. Merchandise that has been worn, washed, or in any way damaged by the consumer

8. Delivery

8.1. We will make best efforts to fulfill the Member's order by the delivery date, or estimated delivery date set out in the order confirmation. However, it is understood that circumstances outside of VenewLive's control may delay fulfillment or delivery, including, but not limited to: high-order volumes, holidays, weather, artist signings, preorder delays, manufacturing delays, shipping delays from the supplier.

8.2. Products purchased will be at the Member's own risk of loss from the time of delivery. Ownership of the products will only pass to the Member when we receive full payment of all sums due in respect of the products, including delivery charges.

9. Damaged, Incorrect or Incomplete Orders

9.1. If the Member's order arrives damaged, incorrect or incomplete, the Member should contact us at cs@venewlive.com

9.2. If the Member's ordered product(s) arrive damaged, the Member should attach the photograph evidence to the Member's email to us. Once we review the photograph and the damaged product(s) is shipped back to us, we will provide the Member with replacement product(s).

9.3 If the Member's ordered product(s) arrive and the product(s) is/are not what the Member ordered; once the Member contacts us at cs@venewlive.com that the Member received incorrect product(s); once the incorrect product is shipped back to us, we will provide the Member with replacement product(s).

9.4. If the content(s) of the Paid Product is different from those provided in the display or advertisement, or are different from the stipulations set forth in the Purchase Agreement, the Member will have a right to cancel the order within 14 days from the date of the receipt of the Paid Product or within 14 days from the date the Member discovers or could have discovered such fact.

10. Refund Policy

10.1. If the Member cancels the purchase of products as detailed in Clause 7, we will process the refund due to the Member as soon as possible. In such event, we will refund the price of the product in full, including the cost of delivering the item to the Member via standard delivery, provided that the Member has taken reasonable care of the returned product. The Member will be responsible for the cost of returning the item to us.

10.2. If the Member seeks to cancel the purchase because the Member claims that the product is defective or there has been damage or error on our part, we will examine the returned product and will notify the Member of the Member's refund or otherwise via email within a reasonable period of time.

10.3. In the event that we have to cancel the Member's order after payment has been received from the Member, we will notify the Member of our need to cancel the order and supply the Member with a refund as soon as possible.

10.4. Products returned by the Member because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to the Member and the cost incurred by the Member in returning the item to us.

10.5. We will attempt to process any refund using the same method originally used by the Member to pay for the Member's purchase.

11. Termination of Contract

11.1. The Member or VenewLive may terminate the Purchase Agreement for the Paid Product(s) if the other party fails to fulfill its obligations under the Purchase Agreement for a considerable time.

11.2. VenewLive may immediately terminate the Purchase Agreement for the Paid Product(s), if it is confirmed that the Member committed an act described in Paragraphs 5.2(i) to 5.2(vii).

10. Limited Liability

10.1. We shall be exempted from liability for its failure to provide the Paid Products as stipulated in the Purchase Agreement due to a natural disaster or any other equivalent force majeure situation.

10.2. In relation to our supply of products as part of our Service, our liability for losses which the Member suffers is strictly limited to the purchase price paid by the Member. We are not responsible for indirect losses which are not foreseeable by the Member and us (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (include negligence), breach of contract or otherwise.

10.3. We shall not be liable for any damages of any kind arising from the use of the products, including but not limited to, a direct, indirect, incidental and/or consequential loss, including lost profits, goodwill or any other intangible loss, even if we have been advised of the possibility of such loss. If the Member is an individual consumer, this may not apply to the Member and instead we will be liable to the Member only for the direct and actual loss suffered by the Member and will not be liable for any indirect, incidental and/or consequential loss, even if we have been advised of the possibility of such loss.

10.4 The Member agrees to indemnify VenewLive, its affiliates, subsidiaries, service providers, distributors, licensors, officers, directors and employees from any claim or demand made by any third party due to, arising out of or related to the Member's breach of these Terms, misuse of the products, or the Member's violation of any applicable law, rule, regulation or third party right.

10.5. We are not and shall not be responsible for any dispute arising between the Members or between a Member and a third party in connection with the Paid Products.

11. Prohibition of Assignment

The Member may not assign its contractual status, rights or obligations under these Paid Service Terms to another person, or dispose any of its rights or obligations, including a transfer of the rights or obligations for the purpose of mortgaging, etc.

12. Processing of Consumer Complaints and Damage Compensation

12.1. If the Member suffers any damages such as inability to use any Paid Contents properly due to an intentional or negligent act of VenewLive, we shall make the best efforts to resolve the issue and properly compensate for such damages.

12.2. The Member may raise issues such as consumer's damage compensation requests, complaints and dispute resolution and refunds, by emailing the Customer Center at cs@venewlive.com.