

IPGO Terms Of Use

for Creator

Last Updated on April 1, 2025

These IPGO Terms of Use for Creator (these “Terms”) set forth the respective rights, obligations, and responsibilities of Creators (as defined below) and Open Portal Co., Ltd. (“we”, “our”, or “us”), with respect to Creators’ access and use of IPGO website (the “Site”) and all associated services (collectively with the Site, the “Services”). Creators may access or use the Services only if they fully accept these Terms.

Any matters not addressed in these Terms, as well as the interpretation of these Terms, shall be governed by the Relevant Laws, as defined below.

ARTICLE 1. DEFINITIONS

(1) The capitalized terms as used in these Terms shall have the respective meanings ascribed to them below:

- 1 “Account” refers to Creator membership account registered on the Site.
- 2 “Creator”, “you”, or “your” refers to any person registered as a creator on the Site who may, subject to the conditions established by us and/or the relevant holder of the intellectual property rights, be authorized to use the Licensed IP to create derivative works, fan-made content, or other products (“Creator Works”).
- 3 “Licensed IP” refers to any and all intellectual property that is made available on the Site for use by Creators only to the extent expressly permitted under applicable license terms, usage guidelines, or other conditions established by us and/or the relevant holder of the intellectual property rights.

4 “Relevant Laws” refers to any act, regulation, decree, rule, ordinance, or subordinate legislation currently in force in the Republic of Korea (“Korea”).

- (2) Any capitalized terms used but not defined herein, shall have the meaning ascribed under Relevant Laws. If not defined elsewhere, such terms shall take on their generally accepted meaning.

ARTICLE 2. PROVISION AND REVISION OF TERMS

- (1) These Terms will be made available on the landing page or a linked page of the Site for ease of access and review by Creators.
- (2) We may revise these Terms from time to time within the legal boundaries of the Relevant Laws (each, a “Revision”).
- (3) For any Revision, we will post the effective date and the grounds for the Revision, along with the existing Terms, on the Site for at least seven (7) days prior to the effective date (“Notice Period”); provided, however, that if the content of the Revision is unfavorable to Creator, the Notice Period will be extended to thirty (30) days.
- (4) If a Creator does not agree to a Revision, such Creator must discontinue its access and use of the Services and promptly withdraw its Site Creator-membership as a Creator (“Creator Creator-membership”). Continued access to the Site or use of the Services after the effective date of the Revision will be deemed to constitute the respective Creator’s consent to the Revision.

ARTICLE 3. PROVISION OF SERVICES

- (1) The services we provide to Creators through our Site are as follows (collectively, “IPGO Creator Services”):
- 1 facilitating the licensing of Licensed IP to Creators;
 - 2 facilitating the display and/or sale of Creator Works on the Site (including distribution of any sales proceeds);

- 3 facilitating participation by Creators in events organized or hosted by us; and
 - 4 providing advisory support and assistance in connection with the foregoing.
- (2) As a general rule, the Site is accessible twenty-four (24) hours a day, year-round. However, the Site or the Services may be modified, suspended, or become inaccessible for substantial reasons in accordance with these Terms.

ARTICLE 4. MODIFICATION, AND SUSPENSION OF SERVICES

- (1) We may alter, limit, or discontinue features, components, or content of the Services (“Contents”) as necessary for administrative, operational, technical, or other substantial grounds. In such cases, Creators will be notified of the changes in advance, except where the changes are urgent or minor, as determined at our discretion, in which case notice may be provided afterward.
- (5) In addition to the above, Contents be updated, changed, or removed, or the Site may become temporarily or permanently inaccessible, in whole or in part, based on substantial grounds, including:
- 1 maintenance or operational issues, including any scheduled or emergency maintenance, power outages, equipment failures, or excess traffic;
 - 2 business decisions, including restructuring, service discontinuation, or shutdown;
 - 3 technical issues, including telecommunications failures, cybersecurity incidents (e.g., hacking, DDoS attacks), or other third-party interference;
 - 4 Legal, regulatory, or governmental actions, such as policy changes, enforcement orders, or restrictions imposed by public authorities; or
 - 5 Force majeure events, including natural disasters, pandemics, strikes, armed conflicts, or other unforeseeable events beyond our control.

- (6) We are not responsible or liable for any damages incurred by Creators or third parties arising from or in connection with the above changes to the Services, except where caused by our gross negligence or willful misconduct.

ARTICLE 5. CREATOR REGISTRATION

- (1) Any person seeking to register as a Creator (each, an “Applicant”) must agree to these Terms and complete the registration form provided on the Site (each, an “Application”).
- (7) Upon our approval of an Application, a contractual relationship between the Applicant and us governing the Applicant’s use of the Services shall be deemed established (each, a “Service Agreement”).
- (8) As a general rule, we approve all Applications. Notwithstanding, we may postpone, deny, or cancel approvals in the following cases:
 - 1 Applicant-related issues, such as incomplete forms, false information, impersonation, Terms violations, or failure to meet our terms and conditions for Creator-membership registration;
 - 6 service limitations, including insufficient capacity, technical malfunctions, or operational constraints;
 - 7 external factors, such as force majeure events or regulatory requirements; or
 - 8 other justifiable grounds, including financial, technical, or business considerations.
- (9) A Service Agreement becomes effective upon the Applicant’s receipt of our approval sent via email or other contact information provided by the Applicant, at which point the Applicant is recognized as a Creator.
- (10) Creators must notify us of any changes to their registered information. We are not be liable for any issues resulting from a Creator’s failure to do so.

ARTICLE 6. CREATOR OBLIGATIONS AND PROHIBITED CONDUCT

- (1) Compliance and Responsibilities. Creators must comply with these Terms, Relevant Laws, and any policies or notices issued by us. They must provide accurate, complete, and current information when registering or updating their Account and are responsible for keeping their ID and password secure. All activity under the Account is the sole responsibility of the Creator.
- (2) Account Security. If a Creator becomes aware of unauthorized use of their Account, they must promptly notify us and follow our instructions. We are not liable for any loss or damage resulting from the Creator's failure to report such use or comply with our instructions, unless caused by our willful misconduct or gross negligence.
- (3) Prohibited Conduct. Creators must not engage in conduct that disrupts the Services or violates these Terms, Relevant Laws, or public order. Prohibited activities include, but are not limited to:
 - 1 Providing false information or impersonating others during registration or account updates;
 - 2 Sharing Accounts, using multiple Accounts inappropriately, or engaging in repeated registration and withdrawal for abusive purposes;
 - 3 Posting spam or using the Services for unauthorized commercial, political, or other non-approved purposes;
 - 4 Using automated tools such as bots or scripts that overload, disrupt, or harm the Services or the Site;
 - 5 Uploading, distributing, or transmitting viruses, malware, or other harmful code;
 - 6 Gaining unauthorized access to or interfering with the Services, servers, networks, or systems;
 - 7 Obstructing, disrupting, or interfering with other users' access to or use of the Services;
 - 8 Posting or sharing content that violates public order or commonly accepted social norms;

- 9 Damaging the reputation, business operations, or systems of us or others;
 - 10 Infringing intellectual property rights or other rights of us or any third party; or
 - 11 Engaging in any other activity deemed inappropriate under these Terms, applicable law, or generally accepted standards of conduct.
- (4) Consequences of Violation. Any violation of the above obligations or prohibited conduct may result in restrictions on the use of the Services, suspension or termination of Creator membership, or deletion of the Creator's Account.
- (5) Assignment Restrictions. Creators may not assign, transfer, delegate, or offer as collateral any rights or obligations related to the use of the Services to any third party without our prior written consent.

ARTICLE 7. CREATOR MEMBERSHIP WITHDRAWAL

- (1) Creators may terminate their Service Agreement at any time by submitting a Creator membership withdrawal request on the Site. We reserve the right to verify Creator identity before processing the request.
- (11) Upon Creator membership withdrawal, we delete all information related to the Creator, except in cases where retention is required under the Relevant Laws or our privacy policy.
- (12) If a Creator breaches any applicable obligations under these Terms, we may suspend or restrict its eligibility for Creator membership or terminate its Service Agreement (each, a "Disciplinary Action").
- (13) When taking a Disciplinary Action, we will notify the respective Creator of:
 - the reason for the Disciplinary Action;
 - the type and duration of the Disciplinary Action; and
 - the procedure for submitting an objection.

- (14) If the same violation is repeated following a Disciplinary Action, or if the issue remains uncorrected for thirty (30) days or more, we may revoke the Creator's eligibility for Creator membership (each, a "Revocation").
- (15) To clarify, a Revocation will result in the cancellation of existing Creator membership. Prior to such cancellation, we will notify the Creator and provide at least thirty (30) days for the Creator to submit an explanation which we will consider in good faith, determine the appropriate action at our discretion, and promptly notify the Creator of the outcome.
- (16) We shall not be held responsible or liable for any damages or losses incurred by a Creator or any third party due to any Disciplinary Action or Revocation, or resulting inability to access the Services.

ARTICLE 8. OUR RESPONSIBILITIES

- (1) We are committed to the stable and lawful operation of the Services, pursuant to the Relevant Laws and these Terms. We do not engage in any activities that contravene Relevant Laws or public order and morals.
- (2) Creators are encouraged to report any content they believe violates these Terms or applicable laws via the contact information provided. We will review such reports in good faith and take appropriate measures in accordance with relevant procedures. Creators will be informed of the outcome and any measures taken, where applicable.
- (3) Copyright holders or their representatives may report alleged infringements on the Services. We will review such notices and may take appropriate action, such as removing or restricting access to the relevant content.
- (4) We will make reasonable efforts to address Creator feedback and complaints. If immediate resolution is not possible, we will inform the Creator of the reason and the expected timeline for a response.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS

- (1) All rights, title, and interest in and to the Services, including Licensed IP and Contents, are owned by us or our licensors. Creators are granted no rights except as expressly permitted under these Terms or Relevant Laws.
- (17) Creators shall not remove, alter, or obscure any copyright, trademark, or other proprietary notices. Our trademarks, logos, and designs may not be used without our prior written consent. Other trademarks displayed within the Services belong to their respective owners and may not be used without their separate authorization.
- (18) Except as expressly permitted under these Terms, Creators shall not copy, adapt, distribute, publicly display, or otherwise use or exploit any part of the Services, nor permit others to do so without our prior written consent.

ARTICLE 10. DISCLAIMERS

- (1) The Services are provided “as is”, without warranties of any kind, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee the accuracy, completeness, or reliability of any content on the Services, except as otherwise required by Relevant Laws.
- (2) Contents may be altered, limited, or discontinued in accordance with these Terms. We are not responsible for any loss or damage arising from the use of or inability to use the Services, including errors, interruptions, omissions, or delays, except where such loss or damages is attributable to our gross negligence or willful misconduct.
- (3) Creators access and use the Services at their own risk. We shall not be liable for any direct, indirect, incidental, or consequential damages, even if we have been advised of the possibility of such damages.
- (4) The Site may contain content provided by third parties or other Creators. We do not endorse or guarantee its accuracy or reliability, and Creators rely on it at their own discretion.

- (5) We are not responsible for any damage caused by technical failures, malware, communication errors, or other disruptions beyond our control.

ARTICLE 11. LINKS TO THIRD-PARTY SITES

The Site may contain links to third-party websites. We are not responsible for the content, availability, or practices of such external sites. The inclusion of any link does not imply endorsement.

ARTICLE 12. CREATOR COMMUNICATIONS AND FORUMS

- (1) Where available, Creators may use communication features (e.g., discussion boards or message forums) in a respectful and lawful manner. Creators shall not post or share content that is defamatory, unlawful, harmful, or infringes the rights of others.
- (2) We reserve the right to moderate or remove any content in public forums or communication channels, where necessary, to maintain compliance with these Terms or public standards. Communications made in such forums are considered public and not private.

ARTICLE 13. GOVERNING LAW AND DISPUTE RESOLUTION

- (1) These Terms shall be governed by and interpreted in accordance with the Relevant Laws.
- (19) Creators and we shall endeavor to resolve any disputes relating to these Terms (each, a "Dispute") amicably through mutual consultation.
- (20) If a Dispute cannot be resolved through consultation and legal action is necessary, the competent court shall be determined in accordance with the procedures prescribed by the Relevant Laws.

ARTICLE 14. PRIVACY PROTECTION

- (1) We strictly comply with the Relevant Laws that govern privacy and data protection, such as the Personal Information Protection Act of Korea, and maintain a separate privacy policy to safeguard Creators' personal information.
- (21) Our privacy policy is posted separately on the Site, and Creators are advised to review it before using the Services.

ARTICLE 15. CONTACT INFORMATION

If you have any questions about these Terms, inquiries or complaints regarding the Services, or require further information, please contact us at the address below:

contactusipgo@gmail.com

ARTICLE 16. MISCELLANEOUS

- (1) Governing Language. These Terms may be translated into other languages for reference and convenience. In the event of any conflict or inconsistency between the English version and any translated version, the English version shall prevail and govern.
- (2) Matters Not Addressed. Any matters not addressed in these Terms shall be governed by Relevant Laws and our policies.