

GoodMonday Terms of Service

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Chapter 1: General Provisions

Article 1 (Purpose)

This Agreement defines the rights, obligations, and responsibilities between **GoodMonday Co., Ltd.** (hereinafter, the "Company") and the "Client" regarding the use of the **marketing dashboard, influencer management, and campaign operation services** (hereinafter, the "Service") provided by the Company.

Article 2 (Definitions)

For the purpose of this Agreement:

1. **"Service"** refers to the SaaS-based solution provided by the Company, which includes campaign management, influencer seeding, TikTok/Amazon ad optimization, dashboard analytics, and performance reporting.
2. **"Client"** refers to a business entity or individual who agrees to this Agreement and enters into a contract with the Company to use the Service.
3. **"Account"** refers to the user unit created by the Client or its agents to access and use the Service.
4. **"User"** refers to a person (creator, influencer, or team member) using the Service through an authorized account.
5. **"Creator / Influencer"** refers to a third-party content creator participating in campaigns managed via the Service.
6. **"Media Partner"** refers to a third party (e.g., TikTok, Amazon, Google Ads) integrated for campaign delivery and performance measurement.
7. **"Agency Partner"** refers to a marketing or advertising agency authorized by the Client to use the Service on their behalf.

8. **"Data Connection Tool"** refers to API integrations and other data collection methods (e.g., Amazon SPN, TikTok API, Google Analytics) provided to the Client for data analysis and reporting.
 9. **"Performance Data"** refers to measurable data such as impressions, clicks, conversions, and engagement metrics collected via the Service.
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Chapter 2: Service Usage Agreement

Article 3 (Establishment of Agreement)

1. The Service Agreement (hereinafter "Usage Agreement") is established when the Client consents to these Terms and the Company approves the application.
2. The Company may reject or defer applications if:
 - False or unauthorized information is submitted;
 - The Service is intended for unlawful use;
 - Technical or operational limitations prevent immediate approval.

Article 4 (Change of Client Information)

1. The Client must maintain up-to-date information and promptly correct any changes.
 2. The Company shall not be held responsible for any disadvantages resulting from the Client's failure to update information.
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Chapter 3: Provision and Use of the Service

Article 5 (Provision of Service)

1. The Company provides the Service continuously (24/7) unless interrupted for maintenance, system upgrades, or unavoidable operational reasons.
2. The Company may modify or discontinue certain features to improve service quality. Prior notice will be given where possible.

Article 6 (Use Restrictions)

The Company may suspend or terminate Service use if the Client:

- Violates laws, public order, or this Agreement;

- Uses data or APIs through unauthorized methods;
- Infringes on third-party rights;
- Interferes with normal service operation.

The Company shall notify the Client of the reason and timing of such restrictions.

Article 7 (Service Fees)

1. Service fees are charged according to the agreed pricing plan or contract.
 2. Invoices are issued monthly unless otherwise stated.
 3. Delayed payments may incur late fees or suspension of Service.
 4. All fees are non-refundable once Service access has been provided.
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Chapter 4: Data and Personal Information Protection

Article 8 (Data Collection and Usage)

1. The Company may collect and process campaign data, influencer metrics, and advertising performance data through linked accounts or third-party APIs.
2. Collected data is used to provide analytics, dashboards, and AI-driven optimization services.
3. Data ownership remains with the Client, while the Company may use aggregated, anonymized data for internal analysis and service improvement.

Article 9 (Personal Information Protection)

1. The Company complies with the Personal Information Protection Act and related laws.
 2. The Client is responsible for obtaining necessary consents from influencers or end-users for personal data shared via the Service.
 3. Details regarding data handling are governed by the **GoodMonday Privacy Policy**.
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Chapter 5: Termination and Suspension

Article 10 (Termination by Client)

1. The Client may terminate this Agreement at any time through a written or in-service request.
2. Upon termination, all Service access and data connections will be suspended.

Article 11 (Termination by Company)

The Company may terminate this Agreement without prior notice if the Client:

- Violates these Terms or applicable laws;
- Causes harm to the Company's system, reputation, or partners;
- Fails to pay service fees for 30 days or more.

Article 12 (Post-Termination Actions)

1. Upon termination, Clients are responsible for backing up any data before access is revoked.
 2. The Company will delete stored data in accordance with applicable law and the Privacy Policy.
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Chapter 6: Liability and Disclaimer

Article 13 (Limitation of Liability)

1. The Company is not liable for service interruptions or data loss caused by:
 - Force majeure (natural disasters, network outages, legal restrictions);
 - User error, third-party negligence, or technical issues outside the Company's control.
2. The Company does not guarantee specific outcomes (e.g., sales, engagement, conversion rates) resulting from Service use.

Article 14 (Indemnification)

The Client shall indemnify and hold harmless the Company against any claims arising from:

- Illegal use of Service data;
- Breach of applicable advertising or data laws;

- Violations committed by users, influencers, or agencies under the Client's account.
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Chapter 7: Miscellaneous

Article 15 (Intellectual Property Rights)

All Service-related intellectual property, including designs, code, analytics tools, and dashboards, belong to the Company. Clients are granted a limited, non-exclusive license to use the Service during the contract period.

Article 16 (Amendments to Terms)


The Company may revise these Terms as necessary for operational or legal reasons.

Revised terms will be announced through the Company's website or dashboard and will take effect after a specified notice period.

Article 17 (Governing Law and Jurisdiction)

This Agreement shall be governed by the laws of the Republic of Korea.

Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the **Seoul Central District Court**.

 **Effective Date:** December 31, 2024

 **Contact:** legal@goodmonday.me