Location Based Service Terms of Use (Proposal)

Chapter 1 General Rules

Article 1 (Purpose)
The purpose of these terms is to stipulate the rights, obligations, and responsibilities of Korean Air Lines Co., Ltd. (hereafter "Korean Air") and members (hereafter "Members," in reference to individuals who have agreed to Korean Air's beacon service terms) with respect to the Members' use of beacon services (hereafter "Services") that are offered by Korean Air.

Article 2 (Efficacy and Changes to Terms of Use)
1. These terms become effective when a personal location information agent or customer who applies for service agrees to these terms and registers as a service user in accordance with the procedures prescribed by the company.
2. By clicking the "I agree" button of these online terms, Members are consenting to having read and fully understood the entire content of these terms as well as to their application.
3. Korean Air may make revisions to these terms within a scope that does not violate the Act on the Protection and Utilization of Location Information, Content Industry Promotion Act, Act on Consumer Protection from Electronic Transactions, Act on the Regulation of the Terms of the Framework Act on Consumers, and other relevant laws.
4. If Korean Air revises these terms, they must specify the existing terms, revised terms, the enforcement date of the revised terms, and the reason for the revision. Korean Air must then make an announcement regarding the revisions, which includes the current terms enforced, 10 days before the date of enforcement and maintain the availability of that announcement for a considerable period of time after the enforcement date. If the revision is disadvantageous to Members, all of the above information must be announced on the Service website or sent to Members in electronic form (e-mail, text message, etc.) 30 days before the enforcement date and made available for a considerable period of time thereafter.
5. If Korean Air makes an announcement for revisions in accordance with the preceding paragraph, Members have up to 7 days from the enforcement of the revised terms to decline. If Members do not take any action, it will be understood as their consent to the terms of use. If members do not agree with the revised terms, they may cancel the usage agreement.

Article 3 (Application of Relevant Laws)
These terms shall be applied justly, based on the principles of good faith, and any matters that are not stipulated in these terms will be determined in accordance with relevant laws or commercial practices.

Article 4 (Service Details)
The Services offered by Korean Air are as follows:

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<th>Service Name</th>
<th>Service Details</th>
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Korean Air Beacon Service

- Notify passengers about the check-in counter before they arrive at the airport.
- Notify passengers who have checked in via web/mobile, about the exclusive web/mobile check-in counter.
- Present boarding pass at baggage check-in counter, lounge, etc. Mobile boarding pass will be displayed automatically at necessary locations.

Article 5 (Service Usage Fee)

1. The Service offered by Korean Air is free. However, other paid services can only be used when the indicated service fee is paid.
2. Korean Air may charge the usage fee for the paid services through the method prescribed by the electronic payment company that is contracted with the company or by combining charges to the account prescribed by Korean Air.
3. Cancellations and refunds regarding charges that were paid for using paid services will be determined in accordance with the company’s payment terms of use and other relevant laws.
4. If a member requests a refund due to identity theft or fraudulent payment, or if they ask for the transactor’s personal information, such requests may be denied aside from cases that are prescribed by law.
5. The data charges that are incurred while using wireless services are independent and determined in accordance with the policies of each respective telecommunications company that members are subscribed to.
6. If a post is uploaded via a multimedia message (MMS), the fees that are incurred will be calculated in accordance with the telecommunication company’s policies.

Article 6 (Notification of Changes to Service Details)

1. If Korean Air changes or discontinues services, Korean Air may notify members regarding the changes to or discontinuation of services via the e-mail address that is registered to each member.
2. In the case of Paragraph 1, Korean Air may notify members through the website or other company announcement, in order to notify a large number of unspecified individuals.

Article 7 (Limitations and Suspension of Service Use)

1. Korean Air may limit or suspend a member's Service usage if any one of the reasons in the following subparagraphs becomes applicable.
   1. When a member disrupts the operation of Korean Air’s Services either intentionally or by gross negligence;
   2. If required for Service equipment maintenance, repairs, or construction;
   3. If a key telecommunications service provider prescribed by the Telecommunications Business Act suspends electronic communications services;
   4. If there are disruptions to Service use due to a national emergency, defects in the service equipment, or a surge in Service use;
   5. If it is acknowledged that it is inappropriate for Korean Air to keep providing the Service due to other significant reasons
2. If Korean Air limits or suspends service use in accordance with the above regulations, they must inform members of the reason and period of restriction.

Article 8 (Usage or Provision of Personal Location Information)
① If Korean Air intends to provide Services by using personal location information, they must obtain consent from the personal location information subject after specifying such intent, in advance, in the terms of use.

② The rights of Members or their legal representative and the exercising of those rights will be based on the user's address at the time of the filing. If there is no address, the exclusive jurisdiction of the district court that has jurisdiction over their residence will be used instead. However, if the user's address or residence is unclear at the time of the filing, or if the user lives overseas, this will be presented to the court of jurisdiction based on the Civil Procedure Code.

③ Korean Air automatically records and retains data for checking location information usage and provision in order to calculate charges and handle civil affairs regarding other business owners or customers. The information is stored for a year.

④ If Korean Air provides personal location information to a third party designated by Members, Members will be immediately informed of the individuals who received information, the time when the information was provided, and the purpose of providing the information, each time, through the communication device that collected their personal location information. However, in the event of any of the circumstances described in the following subparagraphs, members will be notified through the communication device or e-mail address that was designated in advance by the member.
   1. If the communication device that collected personal location information is not equipped with the ability to receive text messages, voice messages, or videos;
   2. If the Member requested in advance that this information be sent to them through an online post or other such methods

Article 9 (Rights of the Personal Location Information Subject)

① Members may withdraw all or a portion of their consent to the provision of location based services, or provision of personal location information to third parties using their personal location information, at any time, with regard to Korean Air. In such cases, Korean Air will discard the personal location information that was collected, data on location information usage, and data for checking facts regarding the provision of information.

② Members may request a temporary pause on the collection, usage, or provision of personal location information at any time with regard to Korean Air. Korean Air cannot deny this request and must take the necessary technical measures to meet this request.

③ Members may ask to view or receive a notice of the data in the following subparagraphs with regard to Korean Air. If there are errors in these materials, members may request corrections. In such cases, Korean Air may not refuse the member's request without a legitimate reason.
   1. Data for checking the member's location information that was collected, used, and provided;
   2. The reason and details regarding the provision of the member's personal location information to third parties in accordance with the Act on the Protection and Utilization of Location Information or other regulations

④ Members may make requests through the company's prescribed procedures in order to exercise their rights in Paragraph 1 to 3.

Article 10 (Rights of the Legal Representative)

① For Members under the age of 14, Korean Air must obtain consent from the Member and their legal representative with respect to consent to the provision of location based services using personal location information and the provision of personal location information to third parties. In such cases, the legal representative will have all Member rights prescribed in Article 7.
② If Korean Air intends to use the personal location information of a child under the age of 14, or data for checking location information usage, or engage in provision beyond the scope that was specified or notified in the terms of use, or if they intend to provide the information to third parties, they must receive consent from both the child under the age of 14 and their legal representative. However, the following cases will be exempt.

1. If data for checking location information usage or provision is necessary in order to calculate charges that incurred from the provision of location information and location based services;
2. If the data is processed in a way that makes it impossible to identify a specific individual, for the purpose of statistics, academic research, or a market survey

**Article 11 (Rights of the Guardian of a Child Aged 8 or Under)**

① If a guardian of individuals that meet the following conditions (hereafter “child aged 8 or under”) consents to using or providing personal location information in order to protect the life or body of a Child Aged 8 or under, Korean Air will also regard this as consent from the Child Aged 8 or under.

1. Child Aged 8 or under;
2. Incompetent individuals;
3. Individuals with a mental disability in accordance with the regulations of Article 2 Paragraph 2 Subparagraph 2 of the Welfare of Disabled Persons Act and are considered a severely handicapped person in accordance with the regulations of Article 2 Subparagraph 2 of the Promotion and Vocational Rehabilitation Act (limited to those are who are registered as handicapped individuals in accordance with the regulations of Article 29 of the Welfare of Disabled Persons Act)

② Guardians who intend to give consent to the use and provision of personal location information in order to protect the life or body of a Child Aged 8 or under must attach a letter that certifies that they are the child's guardian, using the written consent form, and submit it to Korean Air.

③ If the guardian consents to the use or provision of the personal location information of a Child Aged 8 or under, they will be able to exercise all the rights of the personal location information subject.

**Article 12 (Appointment of a Location Information Manager)**

① Korean Air will designate an individual who is able to effectively take responsibility as the location information manager, in order to properly manage and protect location information and to address complaints from personal location information subjects.

② The location information manager will be the head of the department that provides location based services. Details are stipulated in the supplementary provisions of these terms.

**Article 13 (Compensation for Loss)**

① If a member experiences loss due to actions of Korean Air that violate the regulations in Article 15 to 26 of the Act on the Protection and Utilization of Location Information, the member may request compensation for loss from the company. In this case, if Korean Air is unable to prove that this was not a result of their intention or fault, they cannot be exempt from responsibility.

② If Korean Air experiences loss due to a Member's actions that violate the regulations in these terms, Korean Air may request compensation for loss from the Member. In this case, if the Member is unable to prove that this was not a result of their intention or fault, they cannot be exempt from responsibility.

**Article 14 (Exemption From Responsibility)**
① If Korean Air is unable to provide service due to the circumstances described in the following subparagraphs, they will not be responsible for any resulting loss that may be incurred by Members.
   1. In the case of a natural disaster or another equivalent force majeure;
   2. If there is an intentional disruption of service by a third party that concluded a service alliance agreement with Korean Air for provision of services;
   3. If there are defects in service use due to reasons that are attributable to the Member;
   4. Other cases that are not a result of Korean Air’s intention or fault aside from Sub-paragraphs 1 to 3

② Korean Air does not guarantee the Service or the reliability or accuracy of information, data, and facts that are written for the Service, and will not be responsible for any loss that is experienced by Members resulting from these.

**Article 15 (Application of Regulations)**
① These terms are regulated and enforced in accordance with the laws of the Republic of Korea.
② Any matters that are not prescribed in these terms will be determined in accordance with relevant laws and commercial practices.

**Article 16 (Conflict Arbitration and Other Matters)**
If Korean Air or the customer is unable to or cannot reach an agreement regarding a dispute related to location information, they may apply for arbitration or dispute conciliation from the Korea Communications Commission, or the Personal Information Dispute Mediation Committee, in accordance with the regulations in Article 28 of the Location Information Act and Article 43 of the Personal Information Protection Act.

**Article 17 (Company Contact Information)** The company's name, address, and other information are as follows.
1. Company Name: Korean Air Lines Co., Ltd.
2. Representatives: Ki-Hong Woo and 2 others
3. Address: 260, Haneul-gil, Gangseo-gu, Seoul (Gonghang-dong)
4. Main Phone No.: 1588-2001

**Supplemental Provisions**

Article 1 (Enforcement Date) These terms will be enforced beginning from January 18, 2018.

Article 2 The location information manager is appointed, as follows, as of July 2017.
1. Department: Passenger Affairs Headquarters
2. Contact information: 02-2656-7952