

## K-FITDAY Terms of Use

Company Name: Pixie Co., Ltd. (hereinafter referred to as the "Company")

Effective Date: [Effective Date: October 20, 2025]

### Chapter 1. General Provisions

#### Article 1 (Purpose)

The purpose of these Terms is to stipulate the rights, obligations, and responsibilities of the Company, members, and users in relation to the K-Fitness experience booking service (hereinafter referred to as the "Service") provided through the website and mobile application operated by Pixie Co., Ltd. (e-commerce communication sales intermediary, hereinafter referred to as the "Company") (collectively referred to as the "K-FITDAY Platform").

#### Article 2 (Definitions)

The definitions of terms used in these Terms are as follows:

"K-FITDAY Platform": Refers to the virtual business place established by the Company for the transaction of services (goods or amenities).

"Member": Refers to a user who accesses the K-FITDAY Platform, agrees to these Terms, and is granted an ID by the Company. (Mainly refers to international travelers purchasing the Service.)

"Service Product": Refers to tangible or intangible amenities such as K-Fitness experiences, Private Sessions, and Duet/Trio classes sold through the K-FITDAY Platform, the actual provision of which is carried out by the "Partner."

"Partner": Refers to an entity (Affiliated Studio) that has concluded an alliance agreement with the Company and sells and provides Service Products using its studio facilities and 'Experience Directors' (instructors) through the K-FITDAY Platform.

"Experience Director": Refers to an instructor/trainer belonging to the Partner who actually guides customers through the fitness experience.

#### Article 3 (Effectiveness and Amendment of the Terms)

These Terms become effective upon posting on the K-FITDAY Platform and obtaining consent from all users who wish to use the Service.

The Company may revise these Terms to the extent that it does not violate relevant laws, such as the Act on Consumer Protection in Electronic Commerce, etc., and the Regulation of Standardized Contracts Act.

When the Company amends the Terms, it shall clearly state the effective date and reason for amendment, and give public notice of the revised Terms, along with the current Terms, on the initial screen of the Platform. In the event of changing

important matters concerning the rights or obligations of the Members, the Company shall notify the Members at least 30 days in advance.

## **Chapter 2. Use of Service and Liability**

### **Article 4 (Status of the Company and Limitations of Intermediary Role)**

The Company possesses the status of a communication sales intermediary that mediates service transactions between Members (buyers) and Partners (sellers) through the K-FITDAY Platform.

The Company shall not bear direct responsibility for the quality, content, fulfillment, or safety of the Service Products provided by the Partner. However, this shall not apply if damage is caused to the Member due to the Company's willful misconduct or gross negligence.

The Company shall actively endeavor to resolve disputes arising during the course of a transaction between a Member and a Partner, but the final responsibility lies with the Partner.

### **Article 5 (Reservation and Payment)**

The Member shall reserve and pay for the Service Product according to the procedures within the K-FITDAY Platform.

The Member must confirm the price, availability, and cancellation/refund policy of the Service Product before final payment.

International Payment: The Member shall make payment through an international Payment Gateway (PG) such as PayPal provided by the Company. The Member shall bear the burden of exchange rate fluctuations and international transaction fees that occur during this process. The Company shall not be held responsible for these.

### **Article 6 (Cancellation, Refund, and Criteria for Usage Time)**

The cancellation and refund of the Service Product shall be governed by the "Cancellation and Refund Policy" separately stipulated and announced by the Company on the Platform.

The time standard for determining the possibility of cancellation and refund shall be based on Korea Standard Time (KST). Members must take care to avoid disadvantages caused by time differences.

The Company shall provide the Member with a full refund or an alternative product if the provision of the Service becomes impossible due to a cause attributable to the Partner.

### **Article 7 (Limitation of Liability for Exercise Injury and Safety -**

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CEO: HAN, SUNG HUN

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E-commerce Registration No.174-87-03629

HQ: 20, Yeonse-ro 2-da-gil, Seodaemun-gu, Seoul, Republic of Korea

Contact: 010-8409-6307

### **K-FITDAY Specific Clause)**

The Member has an obligation to fully inform the 'Experience Director' of their health status, specific physical conditions, past injury history, and allergies before making a reservation and payment.

The Company shall not be held responsible for physical injury, accidents, or injuries that occur during the session due to the Member's failure to follow the 'Experience Director's instructions or due to the Member's negligence or carelessness.

Accidents during Use of Partner Studio Facilities: The Partner operating the relevant facility shall be responsible for accidents caused by defects in the Partner studio facilities, and the Company shall not be held responsible.

### **Article 8 (Exemption from Liability Due to Force Majeure - Service Maintenance Guarantee)**

If the provision of the Service becomes impossible due to force majeure events beyond the Company's control, such as natural disasters, government regulations due to the spread of infectious diseases, or diplomatic issues between nations, the Company shall be exempted from liability for the provision of the relevant Service. In such cases, the Company shall promptly notify the Member of the situation and do its utmost to arrange alternative solutions or provide a full refund.

## **Chapter 3. Intellectual Property Rights and Others**

### **Article 9 (Intellectual Property Rights and Content Utilization - K-FITDAY Specific)**

Rights to Content: The copyright and trademark rights for all content posted on the K-FITDAY Platform and Service (including the name and curriculum of "K-FITDAY Method™," logos, and designs) belong to the Company, and the unauthorized reproduction and commercial use by the Member are prohibited.

Consent to Utilization of Member Content: The Member agrees that the Company may utilize photos and videos taken during the 'Golden Photo Time' for promotional and marketing purposes. However, the Company shall explicitly inform the customer of this content and obtain consent prior to utilization.

### **Article 10 (Protection of Personal Information)**

The protection of a Member's personal information shall be governed by the separately stipulated "Privacy Policy." Specifically, the Company clearly states and obtains consent that Member information may be transferred to the Partner for the provision of the Service, and that customer information may be transferred to a third country via international messengers (LINE/WeChat, etc.) for the purpose

of CS and reservation processing.

### **Article 11 (Governing Law and Jurisdiction)**

The laws of the Republic of Korea shall be the governing law for the interpretation of these Terms and for disputes between the Company and the Member.

In the event of a dispute related to the use of the Service, jurisdiction shall be exclusively determined by the district court having jurisdiction over the Member's address at the time of filing the lawsuit; if there is no address, it shall be the court with jurisdiction over the place of residence. However, if the Member's address or residence is not clear at the time of filing the lawsuit or the Member is a resident of a foreign country, the lawsuit shall be filed in the court of jurisdiction under the Civil Procedure Act.