

STIPOP Sticker Sales Terms and Conditions

Article 1 [Purpose]

These Terms and Conditions serve the purpose of specifying the rights, obligations and responsibilities of Stipop Inc. (hereinafter referred to as “Company”) and artists (sticker artists or users who uploads stickers) when during using services related to uploading and selling stickers (hereinafter referred to as “Services”) through “STIPOP Website” (hereinafter referred to as “Web”) and “STIPOP App” (hereinafter referred to as “App”) operated by the “Company”.

Article 2 [Definition of terms]

Important terms used in these Terms and Conditions are defined as follows.

- ① “Web” is an internet website(<https://stipop.io>) operated by the “Company”.
- ② “App” is a smartphone app operated by the “Company” which on Apple App Store and Google Play Store are named, ‘Stipop : Stickers for iMessage’ and ‘Stickers for Gboard – Stipop’, respectively.
- ③ “STIPOP Member” (hereinafter referred to as “Member”) is an individual who have agreed to providing personal information and STIPOP General Terms of Service and signed in through either “Web” or “App”.
- ④ “STIPOP Artist” (hereinafter referred to as “Artist”) is a “Member” who have verified his or her email address and updated his or her user account into an artist account who can then upload and sell stickers. All “Artists” within STIPOP are “Users” and “Artists” at the same time so all the terms specified to “Users” apply continuously.
- ⑤ A “Non-member” is an individual who visits and uses “Web” without signing in.
- ⑥ A “User” is either a “Member” or a “Non-member” who visits “Web” and “App” and uses the services provided while following these Terms and Conditions.
- ⑦ “Contents” are digital contents such as images, Stickers and Emojis provided to the “Company” by “Artists”. “Contents” can be used by the “Company” on internet telecommunication services it operates and in advertisements of such services (On “Web”, “App” or as marketing materials).
- ⑧ “Credits” is an online virtual currency used only in STIPOP that can be exchanged for “Contents” such as stickers on the “App”. The virtual currency specified in STIPOP is called “POP” or “Popsicle”.

Article 3 [Agreement to the Terms and Conditions]

- ① All “Artists” must use the “Services” in accordance with the terms and Conditions set forth in the STIPOP Sticker Sales Terms and Conditions. “Artists” who does not agree to these Terms and Conditions cannot use “Services”.
- ② Minors may use the “Services” only with the consent of their parents or legal guardian. In addition, if an “Artist” uses the “Services” on behalf of or for business purposes, the business entity will be deemed to have accepted the Terms and Conditions.

- ③ By uploading stickers through the “Web”, the “Artist” is deemed to have agreed to the Terms and Conditions.

Article 4 [Effect and Change of Terms]

- ① The Terms and Conditions Document and changes of these Terms and Conditions shall be effective by posting on the “Web” or otherwise notifying the “Artists”.
- ② These Terms and Conditions shall also be effective for each individual site of “Web” and each individual site of “Web” shall be notified to “Artists” through each individual site.
- ③ In the case of using the service unique to each individual site or using the service of the specific “Web”, the terms and conditions of each individual site are applied.
- ④ “Company” may change the terms and conditions when there are important reasons for such changes, and the changed terms are displayed on the "Terms of Use" screen and delivered to the “Artists” in an appropriate manner.

The matters not specified in these Terms and Conditions are subject to other related laws and regulations such as the Telecommunications Basic Act, the Telecommunication Business Act, the Act on the Promotion of Information and Communication Network Use, and the Consumer Protection Act in Electronic Commerce etc.

Article 5 [Account]

- ① “Artists” must provide the name (nickname), e-mail address, and the information necessary to process the payment (profit sharing) when using the “Services”. The information provided must be accurate and up to date.
- ② The account for the “Services” belongs to you only. Unless otherwise specified in these Terms and Conditions, “Artists” may not assign or lease his or her account to any third party.

Article 6 [Content Intellectual Property Rights]

- ① “Company” does not have or own any of the intellectual property rights of “Contents”, and all intellectual property rights belong to the “Artists” who created and own the “Contents”. The “Company” reserves the right to use the information provided with the “Contents” provided by the “Artists” during the upload process in sharing and selling of the “Contents” through the “App” and in the promotion of the “Services”.
- ② The “Artist” warrants that the “Contents” provided by the “Artist” to the “Company” for use and sale will not infringe upon any other intellectual property rights including trademark, patent rights and copyrights of third parties. If the “Company” is alleged to have infringed intellectual property rights and/or is prosecuted in connection with the “Contents” provided by the “Artist” by a third party, the “Artist” must settle the problem and all costs engendered from it with his or her own liabilities and must compensate for all the damage done to STIPOP.

Article 7 [Sticker Sales and Profit Sharing]

- ① Stickers uploaded by “Artists” will be sold to “App Users” at the price at which the “Artist” have selected when uploading stickers. At this time, the applied price can be modified according to the final choice of the “Artist”, and the modification can take place at most once per week based on the date of price application.
- ② Paid sticker transaction on the “App” is made through use of “Credits”.
- ③ The paid sticker transaction in the “App” is done through in-app payment provided by Google and Apple. As a result, 30% of the sales price of a sticker, the commission rate specified by companies listed above, will be paid off as in-app payment fee. The remainder revenue (total income from paid sticker sales after in-app payment fee is applied) is then distributed between the “Company” and the “Artists”.
- ④ In accordance with the following provisions, the “Company” will distribute profit shares calculated by the following formula (a) to “Artists”.

[Formula]

(a) (Total revenue deposited to STIPOP of which of stickers uploaded by the “Artist”) x50%

- ⑤ The profit distribution formula posted above may be revised along with the Terms due to certain promotions executed by the “Company” or other reasons. However, the profit distribution rate for stickers uploaded by the “Artist” shall be based on the profit distribution rate written on Terms of the “application date” (the date when sticker upload application has been completed) and is to be kept at such rate regardless of modifications made in later days. In other words, the profit distribution rate of already uploaded stickers by “Artists” will not be affected by any modifications made to the Terms and will stay constant. Modifications are applied to stickers that are uploaded after the date of proclamation of the Terms.
- ⑥ In the case where a separate agreement between the “Company” and the “Artist” is concluded, the profit distribution formula included in the contract, not in these Terms, will be applied. For stickers uploaded by “Artists” that corresponds to a promotion operated by STIPOP and posted on “Web”, then the profit distribution formula of that particular promotion will be applied.
- ⑦ “Artist” can request payment of the relevant profit distribution to the “Company” through “Web” when the relevant sticker sales revenue of the “Artist” exceeds 10 USD (hereinafter referred to as “minimum deposit amount”). When such request is made, the “Company” is obligated to transfer requested amount to the Paypal account of the “Artist” in between 21st to 23rd of the following month.
- ⑧ Any tax or fee resulting from the transfer including bank transfer fees and exchange fee will be deducted from the final amount that is to be delivered to the “Artist”.

Article 8 [Sticker Upload Request and Result]

- ① “Artists” can apply for the uploading of stickers through the sticker uploading procedure prepared and posted on the “Web”. Stickers that are to be uploaded must be made based on the guidelines of STIPOP Sticker and Review Guideline provided by the “Company” on the “Web”.

- ② “Company” can approve or suspend sticker upload requests. If it is approved, it is immediately shared or sold in the “App”. If it is suspended, the “Artist” will be notified of the result through an email which will contain the reason for suspending, and the “Artist” can re-upload after an appropriate modification has been made.
- ③ Generally, sticker upload examination will be done within 48 weekday-hours. If the examination gets delayed for a reason, the “Artist” will be notified of the delay and the reason for the delay.
- ④ STIPOP, the “Company”, will not judge the good or bad criteria for all the stickers that is to be registered and will only examine the specifics of Sticker Guidelines.

Article 9 [Governing Law and Dispute Resolution]

The original form of these Terms and Conditions shall be in Korean and shall be governed by and construed in accordance with the laws of the Republic of Korea. Any dispute, controversy or claim arising between the “Artist” and the “Company” with respect to the validity, invalidity, breach or termination of this Agreement shall be brought before the Seoul Central District Court.

Our goal is to provide a sticker platform where everyone and anyone can easily participate in uploading and selling stickers. We aim to enable all individual and non-individual artists and non-artists to join and to coalesce and create a new and diverse community together. It is our role to expand the range of markets in which artists can participate and to minimize entry barriers in order to maintain and build a healthy and reasonable sticker market environment. If you have any comments about STIPOP’s Terms and Conditions and privacy policies, please contact us at contact@stipop.io and we will try our best to provide you with better service.

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