

API Integration Agreement

This API integration agreement (hereinafter referred to as “Agreement”) is entered into between an API integrator (hereinafter referred to as the “Seller Tool Provider”) and Coupang Corp. (hereinafter referred to as the “API Provider”).

Article 1. Purpose

The purpose of this Agreement is to clearly stipulate the rights and obligations of both parties and all necessary matters for protecting personal information in the integration of the back-office system (communications network server software) of the online shopping (brokerage) platform operated by the API Provider (hereinafter referred to as the “Platform”) and the solution operated by the Seller Tool Provider (hereinafter referred to as the “Seller Tool”).

Article 2. Definition

1. The definitions of terms used in this Agreement are as follows:
 1. “API Integration” refers to the integration of the Platform of the API Provider and the Seller Tool of the Seller Tool Provider through the Application Program Interface (API) provided by the API Provider so that the party using the Seller Tool of the Seller Tool Provider (hereinafter referred to as the “User”) can perform integrated operation and management such as order data management on the Platform of the API Provider.
 2. “System” refers to the servers and networks of both the API Provider and the Seller Tool Provider required for API Integration and its operation.
 3. “User” refers to a party who sells products on the Platform provided by the API Provider and has signed a contract separately to use the Seller Tool service provided by the Seller Tool Provider for the convenience of sales business.
 4. “Customer” refers to an individual who purchases products sold by the User through the Platform of the API Provider.
2. Any terms not defined in this Article shall be interpreted and understood based on general practice.

Article 3. Obligations

1. The API Provider shall securely provide the personal information of the Customer provided to the User and ensure the secure management of the operation System.
2. The Seller Tool Provider shall securely manage the personal information of the Customer consigned by the User in performing API integration with the Platform of the API Provider to enable the User to perform integrated operation and management such as order data management.
3. The Seller Tool Provider shall not engage in any of the following acts in performing the API Integration:
 - 1) Using the API for the purpose of sending spam or advertising messages;
 - 2) Copying, storing, processing, or distributing the information obtained using the API or providing it to a third party without authorization;
 - 3) Extracting data through the API and building a database out of it for purposes other than to perform integrated operation and management such as order data management on the Platform of the API Provider;
 - 4) Using the information provided by the API inconsistently with the aim and purpose of providing each type of the APIs;
 - 5) Arbitrarily increasing the API limits set by the API Provider or using information received from multiple Users for the purpose of increasing the API call limits;
 - 6) Providing API Integration directly to a third party through the Seller Tool Provider's software or etc.;
 - 7) Using the API for services, programs, or applications that violate laws and regulations;
 - 8) Interfering or attempting to interfere with the API Provider's business or any activities performed on the servers and/or networks of the API Provider;
 - 9) Disclosing information related to the API such as API keys received from the User to a third party or allowing unauthorized parties to view it; and
 - 10) Calling the API by bypassing the System of the API Provider.
4. Each party shall compensate for all damages incurred against the other party or any third party due to the breach of the obligations in this Article and shall indemnify the other party at its own expense and effort in the event of a legal claim against the other party despite the other party's fault in this regard.

Article 4. Responsibilities for API Integration

1. The Seller Tool Provider performs API integration with the Platform of the API Provider to enable the User to perform integrated operation and management such as order data management.
2. The API Provider and the Seller Tool Provider define the features necessary to provide and use for API Integration as specified in Appendix 1.
3. The API Provider provides a function (such as an API key) to identify the Seller Tool Provider of the User when the User uses the service of the Seller Tool Provider.
4. The API Provider notifies the Seller Tool Provider in advance of any changes related to the API integration such as service improvement.
5. The API Provider and the Seller Tool Provider may adjust the timing of API integration through mutual agreement.

Article 5. Inspection and Integration Restrictions

1. The Seller Tool Provider implements the API Integration in accordance with Article 4.
2. The API Provider can inspect the quality, performance, and normal operation of the API Integration. If any abnormalities are identified in the quality, performance, and/or normal operation of the API Integration, the API Provider can request the Seller Tool Provider to perform the additional development.
3. In the event of a failure of the System of the API Provider due to the fault of the Seller Tool Provider or the User after the completion of the API Integration, the API Provider can restrict the API Integration or take measures such as suspending the credentials (API keys, accounts, etc.)

Article 6. System Operation and Maintenance

1. The Seller Tool Provider assume the responsibility for the maintenance and management, including failure prevention, security measures, and incident recovery, of its System including the Seller Tool to ensure smooth operation of the API Integration.
2. In the event of a failure of the API Integration, the Seller Tool Provider shall promptly investigate and address the failure.

Article 7. Responsibility for Personal Information Management

1. The API Provider shall provide personal information to the User within the scope of the

Customer's consent. The Seller Tool Provider shall securely process the personal information of the Customer in a secure manner within the scope of the consent in implementing the API integration for the User.

2. Both parties shall comply with relevant laws and regulations, including the obligation to take technical and administrative safeguards as specified in the Personal Information Protection Act (PIPA) and the Enforcement Decree of the PIPA to ensure the secure processing of the personal information of the Customer pursuant to Paragraph 1.

Article 8. Confidentiality

The API Provider and the Seller Tool Provider shall not use any information or data provided by or obtained from the other party under this Agreement for any purposes other than the purpose of this Agreement or provide, leak, or disclose it to a third party, unless there is a prior written consent of the other party or a legitimate request under applicable laws or a court ruling or decision.

Article 9. Amendment of Agreement

The API Provider and the Seller Tool Provider may amend this Agreement in part or in its entirety by mutual agreement through a separate written or electronic document.

Article 10. Force majeure

If any default arises under this Agreement due to natural disaster, war, riots, government decrees, court decisions, governmental regulations, or other force majeure events beyond the control of a party, that party shall not be held liable for such defaults.

Article 11. Period of Validity

This Agreement shall be valid for one year from the signing date. However, unless either party expresses its intention to renew this Agreement in writing at least one month prior to the expiration date, the Agreement shall be automatically extended for one-year increments.

[Appendix 1] API List

The list of APIs to be integrated between the API Provider and the Seller Tool Provider is limited to the list submitted by the Seller Tool Provider to the API Provider in need of integration among the following. The features provided by each API are as defined in detail on the <https://developers.coupangcorp.com/> site. (Any changes, modification, or deletions to the listed items on the above-mentioned site after the conclusion of this Agreement shall be subject to the updated information on the site.)

No.	API Name	Remarks
1	Logistics API	
2	Category API	
3	Product API	
4	Shipment/Refund API	
5	Return API	
6	Exchange API	
7	Coupon/Cashback API	
8	CS API	
9	Settlement API	