

Terms of Service

The agreement between you and Oh-Good governing your use of the influencer marketing platform — accounts, points, escrow, campaigns and payouts.

Effective

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01 Introduction & Acceptance

These Terms of Service ("Terms") constitute a legally binding agreement between you and Oh-Good Co., Ltd. ("Oh-Good," "we," "us"), the operator of the Oh-Good influencer marketing platform (the "Platform"), accessible at oh-good.net.

By registering for an account, topping up points, or using the Platform in any way, you confirm that you have read, understood, and agreed to these Terms and our Privacy Policy. If you do not agree, you must not use the Platform.

02 Definitions

- **Advertiser** — a user who tops up points and requests campaigns, typically small business owners (SMB/SME) and brands.
- **Influencer** — a creator (or the agency representing a creator) registered on the Platform who lists a profile and runs campaigns for Advertisers.
- **Influencer Profile** — a listing consisting of an influencer's profile information, channel data (TikTok/Facebook), follower count, average engagement rate (ER), and three (3) representative video links.
- **Points** — prepaid value stored in your Platform account, used to pay for campaigns. Points are not currency, do not accrue interest, and are not legal tender.
- **Escrow** — the system whereby points deducted for a campaign are held by the Platform and released to the Influencer only upon campaign completion and report approval.
- **Campaign Options** — Option A (Campaign Type: Reels Distribution / Challenge / Signature Content) and Option B (Report Type: Summary Report / Analysis Report).
- **Payout** — the monthly process by which Influencers request payment of released points, subject to withholding tax and Platform commission.

03 Eligibility & Accounts

- You must be at least 18 years of age (or the legal age of majority in your jurisdiction) to use the Platform.
- You may register via email or social login (Kakao, Naver). You are responsible for the accuracy of your registration information and for maintaining the confidentiality of your account credentials.
- **Role selection.** At registration, you must select your role (Advertiser or Influencer). An Influencer account may be required to provide creator or agency verification documents. Misrepresenting your role is grounds for immediate termination.
- One person or entity may maintain one account per role, subject to our approval.

04 Platform Services

Oh-Good operates as a marketplace ("shop-in-shop") where Influencers list profiles and Advertisers launch campaigns using points.

We are not a party to the campaign agreement between Advertiser and Influencer. The Platform facilitates matching, payment (via points and escrow), and reporting. The quality, legality, and performance of campaign content remain the responsibility of the Influencer and the Advertiser.

Campaign types (Option A) and report types (Option B) are set out below.

Code	Campaign Type (Option A)	Description
A-1	Reels Distribution	Advertiser-provided content is published on the influencer's channel to maximize reach.
A-2	Challenge	Hashtag-based participatory content creation to strengthen brand engagement.
A-3	Signature Content	Brand messaging fused into the influencer's signature video format.

Code	Report Type (Option B)	Contents	Delivery
B-1	Summary Report (Free)	Views, likes, shares, comments — automatically collected	Dashboard card, immediate upon completion
B-2	Analysis Report (Paid)	B-1 metrics + ER, average watch time, regional reach, improvement proposals, next-campaign recommendations	Web + PDF, within 72 hours, subject to administrator approval

05 Points System

5.1 — Topping Up Points

Advertisers top up points through prepaid packages via our payment gateway. Bonus points are calculated automatically at the time of top-up; the bonus rate displayed at the time of your top-up is the rate that applies.

Package	Bonus Points	Reports	Content Archiving	Dedicated Manager
S1	+0%	Summary only	—	—
S2	+10%	Summary + Analysis	—	—
S3	+22%	Summary + Analysis	Included + PDF download	Included

5.2 — Currency & Exchange Rate

Important — Currency of Record

All points are denominated in, and settle in, United States Dollars (USD). For users in Myanmar, prices may be displayed in Myanmar Kyat (MMK) for convenience (initial reference rate: USD 1 = MMK 3,600, reviewed annually, adjustable by the administrator). The MMK display is for reference only; all transactions, point balances, refunds, and payouts are calculated in USD. Fluctuations in the actual exchange rate between display and payment do not create any claim against the Platform.

5.3 — Nature of Points

- Points are prepaid usage rights, not deposits, currency, securities, or financial instruments, and do not accrue interest.
- Points are personal to your account and cannot be transferred, sold, exchanged, or gifted to another user or account.
- Points expire 12 months from the date of top-up. We will notify you 30 days before expiration.

5.4 — Refunds

- Unused, non-bonus points may be refundable within 7 days of top-up as required by applicable consumer protection law, minus non-recoverable payment processing fees.
- Bonus points are non-refundable and are forfeited upon any refund of the corresponding top-up.
- Points held in escrow for an active campaign are not refundable until the campaign is resolved under Section 6.
- Refunds are processed in USD to the original payment method.

06 Escrow & Campaign Transactions

- Campaign requested — Advertiser launches a campaign; points are deducted immediately.
- Held in escrow — Platform holds the points in a reserved state.
- Campaign runs — Influencer accepts, produces and publishes content.
- Report approved — Influencer submits report; administrator reviews and approves.
- Released — Escrowed points become available for the Influencer's monthly payout.

When an Advertiser launches a campaign (Influencer Profile + Option A + Option B), the total points are deducted immediately and held in escrow by the Platform.

Escrowed points are released to the Influencer when (a) the campaign is completed, (b) the Influencer submits the required report (B-1 or B-2), and (c) the report is approved by the administrator.

Campaign requests include a message (required), campaign period, and file attachments.

If an Influencer fails to deliver the campaign or report within the agreed period, the Advertiser may request cancellation, and escrowed points shall be returned (minus fees for work already performed, as determined by the administrator based on submitted evidence).

In a dispute between Advertiser and Influencer, both parties must submit evidence through the Platform's dispute process. Oh-Good will make a final determination at its sole discretion, and its decision on the disposition of escrowed points is final.

07 Influencer Obligations

7.1 — Profile Accuracy

Influencers must ensure their profiles are accurate and current, including follower counts and engagement rates, which may be automatically updated via TikTok/Facebook API integration.

7.2 — Campaign & Reporting Obligations

Influencers must: deliver campaigns per the selected Option A type and agreed period; submit reports (B-1 automatically / B-2 within 72 hours of completion, pending approval); comply with all applicable advertising, disclosure, and content laws in the creator's jurisdiction, including sponsored-content disclosure requirements of TikTok and Facebook; and ensure all content complies with each platform's community guidelines and terms.

7.3 — Payouts & Taxes

Influencers may request a payout once per calendar month. Upon administrator review, payment is made after deduction of (a) the Platform commission and (b) applicable withholding tax (3.3%, or as required by law). Tax and commission amounts are displayed separately in the payout statement for transparency.

7.4 — Tax & Agency Responsibilities

Influencers (and their agencies, where applicable) are solely responsible for their own tax obligations and for their contractual relationships with any creators they represent. Oh-Good has no obligation to creators who are not registered users.

08 Content & Intellectual Property

Platform content. All Platform software, design, text, and trademarks are owned by Oh-Good or its licensors.

Campaign content. Advertisers who provide content to Influencers retain ownership. Influencers grant the Advertiser a license to use campaign content as agreed between them. Oh-Good claims no ownership of campaign content.

License to Oh-Good. By uploading or submitting any content (including representative videos, campaign files, reports, and profile information), you grant Oh-Good a worldwide, non-exclusive, royalty-free license to host, store, reproduce, display, and process such content solely for the purpose of operating the Platform.

Content archiving (S3). Where an Advertiser has an S3 package, campaign content may be archived on the Platform for the Advertiser's reuse in new creative. Archiving does not transfer ownership; the Advertiser must have the necessary rights to reuse such content.

Repeat infringers. We will remove infringing content and terminate accounts of repeat infringers upon verified notice.

09 Prohibited Conduct

You must not:

- Register false profile or business information, or misrepresent follower counts or engagement data;
- Engage in fake engagement (purchased views, likes, bots, engagement pods);
- Use the Platform for illegal, deceptive, fraudulent, or misleading advertising;
- Scrape, harvest, or reverse-engineer the Platform, or access it through automated means without our written consent;
- Circumvent the points and escrow system by arranging off-platform payments between Advertisers and Influencers;
- Harass, threaten, or defraud other users;
- Upload malware or interfere with Platform operations;

- Impersonate another person, business, or creator.

10 Third-Party Platforms & Services

The Platform integrates with third-party services including TikTok, Facebook/Meta, social login providers (Kakao, Naver), payment gateways, and cloud storage (AWS). Your use of those services is also governed by their terms, and Oh-Good is not responsible for their actions, availability, or data practices.

Performance data (views, likes, shares, ER, watch time, regional reach) is sourced from third-party APIs. While we strive for accuracy, we do not guarantee the completeness or accuracy of third-party API data, and platform API changes may affect data availability.

Campaign performance outcomes (reach, conversions, sales) cannot be guaranteed. Oh-Good provides matching, payment, and reporting infrastructure only.

11 Disclaimers

Warranty Disclaimer

The Platform is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, whether express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Platform will be uninterrupted or error-free, that campaigns will achieve any particular marketing result, that influencer metrics accurately predict future performance, or that reports will be free of third-party data errors.

12 Limitation of Liability

- To the maximum extent permitted by law, Oh-Good's total aggregate liability arising from or related to the Platform shall not exceed the total amount of points you topped up in the twelve (12) months preceding the claim.
- We are not liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, data, or goodwill.
- Nothing in these Terms excludes liability that cannot be excluded under applicable law, including mandatory consumer protection provisions in your jurisdiction.

13 Suspension & Termination

- We may suspend or terminate your account and withhold payouts if you violate these Terms, provide false information, engage in prohibited conduct, fail to deliver campaigns or reports, or if required by law.
- You may terminate your account at any time, provided all active campaigns and escrow transactions are resolved first. Remaining non-bonus points will be handled per Section 5.4.
- Upon termination: (a) your license to use the Platform ends; (b) pending payouts will be processed per Section 7.3; (c) we may retain records as required by law.

14 Notices, Changes & Miscellaneous

- Changes to Terms. We may modify these Terms. Material changes will be notified by email or Platform notice 14 days in advance. Continued use after the effective date constitutes acceptance.
- Notices to you may be sent via email or in-Platform notifications to your registered address. Notices to us: oh-good@tam79.co.kr.
- Entire agreement; if any provision is held unenforceable, the remainder stays in effect; we may assign these Terms; failure to enforce a provision is not a waiver.

15 Governing Law & Jurisdiction

These Terms, and any dispute arising out of or relating to them or to your use of the Platform, are governed by the laws of the Republic of Korea, without regard to its conflict-of-laws principles, except that mandatory consumer-protection or data-protection laws of your country of residence that cannot be waived by agreement will continue to apply to the extent required by that law.

Subject to that carve-out, any dispute that cannot be resolved informally shall be submitted to the exclusive jurisdiction of the competent courts of the Republic of Korea, specifically the Seoul Central District Court.

15.1 — Myanmar Users

- Myanmar does not currently have a single, comprehensive data protection act; your use of the Platform, including our handling of your personal data, is additionally subject to Myanmar's Electronic Transactions Law 2004 (as amended) and Cybersecurity Law No. 1/2025, as described in our Privacy Policy.
- Nothing in this Section limits any mandatory right you have under Myanmar consumer-protection law to bring a claim before a Myanmar court or regulator where Korean-court jurisdiction is not enforceable against you under local law.
- If you are a Myanmar citizen, you remain independently responsible for your own compliance with Myanmar law, including the Cybersecurity Law's provisions that can apply to conduct occurring outside Myanmar.