

# AMNOTE Software Terms and Conditions

## Article 1 (Purpose)

These Terms and conditions(hereinafter referred to as the "Terms") govern the terms of the agreement between the individual or the single company for the AccountManager software(hereinafter referred to as "Software") provided by 'AMNOTE'(hereinafter referred to as "the Company"). This software product may include related software components, media, printed materials, and online or electronic documentation. "User" is deemed to agree to and use the terms of this "Terms" at the same time as installing, copying or using the "Software". Therefore, you may not install or use this product unless you agree to the "Terms".

## Article 2 (Right to Use)

(1) We will give the right to use this Software with any "User" who agrees to this "Terms" and You are entitled to use the Software if you have entered data on the Software or if you have a login history.

(2) If you purchased or rented the "Software" in the form of a Proof of Entitlement provided by the "Company", you may use the "Software" only as the number of users provided in the Agreement or as otherwise authorized by the "Terms" or the product itself.

## Article 3 (Transfer of Use Rights)

In principle, any transfer of the right to use the "Software" to another person is prohibited. Inevitably, when the transfer of the right of use is needed, it must be notified to the "Company" in accordance with the form of customer registration change.

## Article 4 (Effect and Change of Terms)

(1) "Company" will post the contents of this "Terms" on the official website homepage and the bulletin board on the official homepage so that "user" can easily find out.

(2) "Company" may revise these "Terms" to the extent that it does not violate relevant laws such as the "Regulation of the Terms of Use", "The Act on Information Network Promotion and Information Protection (hereinafter referred to as "Information Network Law") in Vietnam.

(3) When the "Company" amends the "Terms", "Company" shall specify the applicable date and

the reason for the revision and notify the current "Terms" together with the current 15 days before the effective date of the revised "Terms" on the webpage or via "Software". However, if the change does not materially affect the rights or duties of the user, the "Company" shall notify it from 7 days prior to the effective date.

(4) If "User" uses the "Software" after the effective date of the preceding paragraph, the "User" is deemed to have accepted the revised "Terms". The "User" may terminate the use agreement if the "User" does not agree with the changed "Terms".

#### **Article 5 (Copyright)**

(1) All intellectual property rights and proprietary rights, including patents and copyrights, to this "Software" and all its attachments are held by the "Company" and all rights are protected by Vietnam's laws for copyright, patent, trademark, program protection and international treaties.

(2) "User" is not allowed to reverse engineering, decompile, or disassemble any of the software in principle. In addition, using this "Software" to create a secondary work is not permitted and you may not copy, translate, redistribute, retransmit, publish, sell, rent, lease, resell, pledge, secure, transfer, change, modify, expand whole or part in the "Software" except as expressly permitted under the "Terms" and previously agreed upon between the "Company" and the "User".

(3) "User" does not own the "Software" and is merely allowed to get a license from the "Company", and the "Company" may withdraw the allowance for license at any time.

#### **Article 6 (Automatic Update)**

This "Software" has built-in functionality to run communications over the Internet as part of its normal operation for updates. In addition, Automatic updates will install any files on User's computer and will not automatically obtain User's consent prior to installation. By accepting these terms, you are deemed to accept automatic updates.

#### **Article 7 (Data Collection and Use)**

The collected data is used only for the purpose of providing products and services that are appropriate for the product improvement or "User" use environment, and not for any other purpose. The collected data is used as a temporary statistical data and is not stored permanently by the "Company". If the "Company" uses the information in a manner other than collecting the information specified above, the "Company" will seek the consent of the "User" prior to such

use.

#### **Article 8 (Use of Software and User Support)**

(1) The use of the service is conducted 24 hours a day, seven days a week, unless there is a special obstacle in the business or technology of the "Company". However, the "Company" may temporarily suspend the service on the day or time set by the "Company" for periodical inspection, expansion and replacement of the system, and the long term service interruption due to the scheduled operation will be notified through the "software" and homepage (<http://www.amnote.com>).

(2) "Company" may limit or discontinue all or part of the services in the event that it is impossible to provide normal service due to national emergency, power failure, failure of service facilities, or excessive use of services. However, in this case, the "Company" will notify any information regarding with these for the "User" in advance or after that.

(3) Service support for "Users" applies to normal payment of the Software Usage Fee and is supported during the term of use of the Services under which the "User" is contracted. If the software usage fee is not paid in full, or if the designated period of use expires after mutual agreement between the "Company" and the "User" has elapsed, all services provided by the Company will be discontinued.

(4) Within the period of using the paid service, we will provide you with technical support information related to the service, upgrade of the product performance and customer complaints.

(5) The free service period (first 1 month shareware period) provided by this "Software" may be changed according to the company's service policy.

#### **Article 9 (Limitation of Guarantee and Liability)**

(1) The "Company" distributes this "Software" and any accompanying materials, media, files, data, etc. in the manner specified in the Agreement and the Terms and does not provide any other type of express or implied warranty.

(2) "Company" does not guarantee that the functions contained in this "Software" are suitable for the particular purpose of "User" and that the "Company" will not be liable ,within the maximum extent of the relevant legislation, for incidental and indirect damages, including loss of business, interruption of business, loss of business information or loss of money which are incurred when the "User" is not able to use the "Software" or can't understand how to use the "Software"

even if you have been aware of such damage in advance.

The above limitations may not be applied collectively to every "User" because jurisdictions sometimes prevent them from excluding or limiting liability for such consequential or incidental damages.

(3) The "Company" shall not guarantee the accuracy of the contents provided through the "Software" and shall not be responsible for the results of use for failing to comply with the terms and conditions, information by service, and other criteria for use set by the "Company."

(4) The "Company" shall not guarantee that the features contained in "Software" will meet all the requirements of "User" or that the use of "Software" will not cause temporary interference or errors in the use of computers, nor shall it be liable for any problems caused by changes in computer hardware and computer operating systems manufactured after the service is delivered.

(5) The "Company" shall not be held liable for the failure or loss of revenue expected by "User" to use "Software" and shall not intervene in any dispute between "User" and "User" or "User" and third parties. Also, the "Company" doesn't make any compensation for damages arising out of it.

(6) The "Company" shall not be held liable for accidents and losses caused by careless management of the login information of this "Software" by "User" and all management and liability for the login information shall be held by the "User".

(7) All matters concerning the use management, responsibility and warranty of the enterprise banking system (hereinafter referred to as "Firmbanking") in the "Software" are directly consulted with the "bank" that supports the "Firmbanking" service used by the "User." The "Company" acts only as an intermediary supporting transactions between the "User" and the "Bank" and shall not indemnify or be liable for any damages caused by any service delay or computer error in the "FirmBanking" system or for any damages caused by a remittance accident.

(8) The "Security measures" recommended by "Company" for the "User" when using the "Software" service are as follows: : Change the "Software" password every 6 months, use the tax token, use the "Firmbanking" password, set the "Firmbanking" security question, limit the amount for the users who use "Firmbanking," "Firmbanking" SMS OTP, and install the vaccine program.

Security measures are necessary content. Therefore "Company" is not responsible for compensating damages or incidents when "Users" do not use security measures.

(9) The "Company" shall block the user's "Software" access function if the "User" does not pay the "Software" fees normally and shall not be held liable for the consequences of not complying with the payment criteria agreed between the "Company" and the "User. When cannot be reached in advance or after a telephone call,

(10) The "Company" shall not be held liable for any commitments made by any third party, including the "Software" supplier, agent or "Firmbanking" service provider of "Company," without prior consultation with the "Company" using oral, written and other means.

#### **Article 10 (Type of service)**

(1) The "Company" provides the following features (following the menus within "Software") through the "Software".

A. Accounting Information Management Service

B. Inventory Management Service

C. Data Backup Service

D. Data Out Service

(2) The "company" may notify the "user" when the service content is changed and change the service as specified in subsection (1) and provide them for "User".

#### **Article 11 (Paid service period and payment method)**

(1) The period of paid service can be applied as "three-month quarterly payment" and "one-year advance payment" products, and the service charges for each period are subject to the conditions set separately by the "Company" in the contract between the "Company" and the "User" when the "User" applies for paid service.

(2) The "company" shall not be responsible for the use of other's payment methods when paying the service fee.

(3) The "Software" usage period is automatically extended every month unless a pre-cancellation request from "User" is made.

(4) If there is a refund request for paid service charges at the same time that the user requests the cancellation of the "Software" use, the "Software" use fee will be calculated until the day of the cancellation request and the refund amount will be settled accordingly.

(5) If the "User" pays the "Software" as a "one-year prepayment" product and requests a refund, the usage fee will be calculated until the day of the cancellation request, and the refund amount will be settled by applying a regular monthly usage fee that does not apply a pre-payment discount.

(6) The "Company" can issue a separate receipt or tax invoice for this service fee on customer request.

#### **Article 12 (Changes in the Utilization Rate)**

(1) The "Company" may change the service charges for the "Software" paid services contracted with the "User" pursuant to article 11 (1) for the reasons of system expansion and service change.

(2) In the case of a change in the service fee pursuant to the preceding paragraph, the changes in service charge shall be notified via website or e-mail. And the content will be notified by giving 30 days of objection to the change in service charge. If the "User" does not terminate the paid service in accordance with the method of Article 13 within the period of objection and continue to use, it shall be deemed that the "User" agrees to change the service charge.

#### **Article 13 (Termination of contract and termination of contract)**

(1) If the "User" fails to comply with these terms and conditions, the "Company" may terminate this Agreement without prejudice to any other rights.

(2) The "User" may terminate this Agreement at any time.

(3) At the end of the contract, the "Company" will pre-announce and provide a two-week period for the stored data in the PC of the "User". During that time, if the "User" does not pre-extract and store the stored data in the "software" in the PC, the "Company" will not compensate for any damages to the data loss.

(4) If a paid service is applied, the "User" shall apply for cancellation of the paid service according to the following method.

A. Request for cancellation through 1:1 inquiry at the customer center of the website.

B. Apply for cancellation to the "Company" Customer Center (Korean: +84 7 8888 1000, Vietnamese: +84 82 999 7070)

(5) In principle, the policy for refund of service charges upon application for cancellation of paid service shall be returned in cash to the "User" of the calculated amount to be worked on for the

remaining. However, the remittance fee for the refund will be deducted.

#### **Article 14 (Compensation for Damages)**

(1) The “Company” shall not be held liable for any damages incurred to the "User" in connection with the use of the “Software” except in the case of serious negligence of the “Company”.

(2) The “Company” shall not be held liable for suspension of paid service in the event of prior notice of suspension of service pursuant to article 13 (1) hereabove.

(3) If the paid service "User" fails to use the service due to the reasons attributable to the “Company”, and the status of the service continues for more than six hours from the time the "User" notified or could know the status, the “Company” shall be liable for damages for the claim of the “User”.

(4) The “Company” will extend the expiration date of the paid service based on the following criteria.

A. 4 to 8 hours of continuous service unavailable → 1 day extension

B. 9 hours ~ 16 hours continuous service unavailable → 3 days extension

C. 17 hours ~ 24 hours continuous service unavailable → 5 days extension

(5) The "User" shall be liable to Company when the "User" violates the condition on this agreement and bear the responsibility for the “Company”, other users or any third party. By doing so, in case the damages occur to the company, the "User" who violates this agreement shall indemnify the Company for any damages incurred.

#### **Article 15 (Claims for damages)**

(1) Claims for damages shall be made in writing, stating the cause of claim, claim amount and calculation basis.

(2) If a claim for damages under subsection (1) above is not exercised within three years from the date of recognition of the reason of claim, the claim right shall expire. This is the same for five years from the day the reason of claim was made.

#### **Article 16 (Recognition)**

The "User" shall read and understand, and agree to the terms and conditions of this “Software”, and acknowledge that this supersedes any previous terms, conditions, orders, commitments, advertising, notices, announcements or written agreements.

#### **Article 17 (Regulatory Laws and Jurisdiction)**

This "Terms" shall be governed by Vietnamese law and shall be in the competent court of the Civil Procedure Act on all legal matters, including any litigation concerning the right to use the "Software."

**Article 18 (Question)**

If you have any questions about this "Software" or "Terms", please contact us below through telephone, e-mail or official website.

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Telephone : + 84 7 8888 1000(Korean), + 84 82 999 7070(Vietnamese)

E - mail : manager@amnote.com.vn(Korean), 030@amnote.com.vn(Vietnamese)

Website : [www.amnote.com](http://www.amnote.com)

(Attachment) These Terms and Conditions shall be amended and enforced from 1 April 2013.