

TERMS AND CONDITIONS

ARTICLE 1. GENERAL TERMS

1.1 **Koffi Learning Platform** is an e-learning platform intended for individual users. The Platform includes various products such as: “BuddyTalk English Learning Software” and “Mock Interview Skill Enhancement Software.” The information displayed on the Website: buddytalk.koffi.vn is intended to provide information about the products, services, features, promotions, and customer care programs.

1.2 **ZAMO** reserves the exclusive right to modify the Policies, Terms, and Conditions set forth on the Website: buddytalk.koffi.vn at any time. Such modifications shall take effect immediately upon posting. The Customer is responsible for regularly reviewing any related changes when using the Website.

1.3 By logging in or using the Website buddytalk.koffi.vn, the Customer is deemed to have read, clearly understood, and agreed to be bound by all terms and policies of ZAMO published on the Website: buddytalk.koffi.vn. Therefore, the Customer is requested to read and carefully review these terms before continuing to use this Website.

ARTICLE 2: DEFINITIONS AND INTERPRETATION OF TERMS

2.1 **“Services”**: means software services (including the provision of access to and use of the Software and associated services) and/or other services provided by ZAMO to the Customer.

2.2 **“User Account”**: includes the username and password provided by ZAMO to the Customer for accessing and using Koffi's services.

2.3 **“Agreement”**: means the written agreement for the provision and use of electronic services between ZAMO and the Customer, together with the General Terms for the provision and use of electronic services, and any attached appendices (if any) relating to the content of the Agreement.

2.4 **“Software”**: Depending on the Customer's needs, ZAMO will provide corresponding services including: (i) BuddyTalk English Learning Software; and/or (ii) Mock Interview Skill Enhancement Software; and/or other software (if any).

2.5 **“Customer”** means an individual/enterprise/organization that registers to use ZAMO's products/services.

2.6 **“Information Processing”**: means the performance of one or more actions to create, provide, collect, edit, use, store, transmit, share, or exchange information on the network.

2.7 **“Intellectual Property Rights”**: means all copyrights (including moral rights and property rights), trademarks, inventions, and other intellectual property rights, including but not limited to economic

rights and exclusive rights to copy, fix, adapt, modify, translate, develop derivative products, cite or reuse data, manufacture, circulate, publish, distribute, sell, license, sublicense, assign, rent, lease, transfer, or provide electronic access, broadcast, display, store in computer memory, or use any part or copy, whole or in part, in any form, directly or indirectly, or authorize or transfer to any other party the right to do so.

2.8 **“Renewal”**: means the process by which the Customer registers to extend the period of Software use after the previous usage term has ended. This process requires the Customer to pay a usage fee announced on the product's Website.

2.9 **“Account Suspension”**: means the temporary restriction of a partial or entire right to use ZAMO's products. This restriction may prevent the Customer from accessing, or may allow access to, the products on buddytalk.koffi.vn but prohibit the use of certain features.

2.10 **“Account Termination”**: means the cessation of the Customer's right to use the Services. The Customer will be unable to access one or more of our products, or use or retrieve any data previously created or stored on the system.

ARTICLE 3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1 Rights and Responsibilities of the Service User (Customer):

3.1.1 To read, understand, and comply with the registration procedures, transaction processes, usage regulations, guidelines, and the General Terms for the provision and use of these Electronic Services.

3.1.2 To be entitled to use all available features on the Software and Services registered with the Service Provider.

3.1.3 To manage, utilize, and use the Software and Services in strict compliance with ZAMO's regulations and guidelines, and applicable law.

3.1.4 To require ZAMO to provide the services selected in the Agreement, meeting the specified time, location, quality, and information regarding the products and services.

3.1.5 To have the right to request ZAMO to suspend or terminate the Services. In such an event, the paid service fees shall be applied to cover ZAMO's damages and shall not be refunded to the Customer unless ZAMO breaches the Agreement. The refundable amount (if any) shall be equal to the total fees corresponding to the portion of the Services not yet utilized by the Customer on ZAMO's system.

3.1.6 To be responsible for providing the Service Provider with truthful and accurate information and suitable documentation for the use of the Services. Should the Customer change any information or documentation required for the use of the Services during the usage period, the Customer shall promptly

provide ZAMO with the relevant information and/or documents regarding such changes. The Customer guarantees the legality and authenticity of the aforementioned documents and information and shall be solely liable under the law for any damages arising from the violation of this provision.

3.1.7 To commit to complying with ZAMO's usage policies for the Software and Services (which will be updated from time to time and notified to the Customer) for the purpose of ensuring service quality and customer information security.

3.2 Rights and Responsibilities of the Service Provider:

3.2.1 ZAMO guarantees the provision of the Software and Services with quality and service standards in accordance with technical specifications and full features as committed, meeting safety requirements as stipulated by law.

3.2.2 To support the resolution of inquiries, provide technical support, and remedy system-related incidents upon receiving a request from the Customer.

3.2.3 To be responsible for safeguarding information related to the Customer and using such information only for purposes related to the Services, unless otherwise agreed or required by law.

3.2.4 To request the Customer to provide necessary documentation related to the provision of the Services. To inspect and monitor the Customer's use of the Services in accordance with legal regulations.

3.2.5 To provide information, documents, and data extraction related to the Customer and the Services used by the Customer upon the lawful request of a competent state authority.

3.2.6 To not be liable for the Customer's information, content, and objectives in the course of using ZAMO's services.

ARTICLE 4. INFORMATION CONFIDENTIALITY COMMITMENT

4.1 For the purposes of this Agreement, “Confidential Information” means information that requires confidentiality, including but not limited to personal data, trade secrets, technical information, and intellectual property... in any form, provided and shared by ZAMO or the Customer and a third party.

4.2 During the use of Koffi's products and services, the Customer and ZAMO commit to implementing necessary security measures to protect the other party's information from unauthorized access and use. The confidentiality obligation stipulated in this Article shall not apply to information that: (i) was known to or disclosed to the receiving party prior to the effective date of this Agreement; (ii) has become or is becoming publicly available through no fault of the receiving party's breach; (iii) is known to or disclosed to the receiving party by a third party lawfully entitled to disclose the information; (iv) is

independently developed by the receiving party without reference to the Confidential Information disclosed by the providing party; or (v) the receiving party is required to disclose pursuant to law or a competent state authority.

4.3 ZAMO shall implement measures to ensure the security and integrity of the Customer's personal data. ZAMO commits to:

- a) Not edit or alter the Customer's data except for the purpose of fixing errors, incidents, or at the Customer's request.
- b) Not disclose the Customer's information or data except where (i) required to comply with legal regulations or the request of a competent State authority; or (ii) authorized or permitted by the Customer; or (iii) disclosed to a third party to fulfill obligations to the Customer in accordance with this Agreement and the Privacy Policy.
- c) ZAMO shall not be held liable for any disclosure of confidential information caused by the Customer, whether intentional or unintentional.

4.4 Unless otherwise agreed in writing by the Parties, the information confidentiality obligation stipulated in this Article shall remain in effect until either party issues a written notice or request for termination of this Agreement, except where the law specifies a different duration for confidentiality, in which case the Parties shall comply with the legal provisions.

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS

5.1 Intellectual Property Rights in the software products and services, including but not limited to source code, user interface design, content, images, sounds, logos, related materials, and any intellectual assets created by ZAMO, are the lawful property of ZAMO or third parties licensed by ZAMO and shall not be transferred to the Customer, unless the two Parties agree otherwise in writing. The Customer is granted the right to access and use the Koffi software within the scope stipulated in this Agreement.

5.2 The Customer commits to: (i) using the Software only within the scope of the registered features and term; (ii) not providing, sharing the password, or granting access and use rights to the Software, or sharing or transferring the access account to any individual or third party without the prior written consent of ZAMO; (iii) not copying, modifying, distributing, reprinting, creating derivative products, or performing any act infringing upon the Intellectual Property Rights in the Software; (iv) not using the Software to develop or operate similar or competitive products; and (v) not directly or indirectly performing any other act infringing upon the Intellectual Property Rights of ZAMO or another third party.

5.3 In the event the Customer violates the provisions of this Article, ZAMO shall have the right to terminate the Account without incurring any liability. Furthermore, the Customer shall be obligated to pay a penalty equal to 8% of the value of the Service Agreement signed with ZAMO, and simultaneously compensate for any damages arising from the Customer's violating act.

CÔNG TY TNHH ZAMO

Địa chỉ: Tòa nhà Adele, 373 Nguyễn Trọng Tuyển, Phường 02, Tân Bình, TP.HCM, Việt Nam
Email: lienhe@koffi.vn | Website: buddytalk.koffi.vn | Hotline: 090 809 4174

ARTICLE 6. ACCOUNT SUSPENSION

6.1 ZAMO reserves the right to suspend the Customer's account in the following cases:

- a) Upon the request of a competent State authority or as stipulated by law;
- b) Expiration of the term or trial conditions under ZAMO's trial policy, and the Customer fails to register and pay the usage fee for the subsequent term;
- c) To perform maintenance, upgrades, troubleshooting, or to prevent system incidents;
- d) When suspicious activity related to information security or data breaches is detected or observed, ZAMO reserves the right to suspend the account to protect the system and user data.

6.2 Except in urgent circumstances, ZAMO shall notify the Customer of the reason and estimated duration of the suspension before suspending the account.

6.3 After the causes leading to the suspension have been remedied, ZAMO shall restore account access for the Customer.

ARTICLE 7. ACCOUNT TERMINATION

7.1 Should the Customer wish to terminate the account for one or more of ZAMO's products or services, the Customer may send a written request to ZAMO via email at lienhe@koffi.vn or directly to ZAMO Company Office: Adele Building, 4th Floor, 373 Nguyen Trong Tuyen, Ward 2, Tan Binh, Ho Chi Minh City. Upon receiving the Customer's request, ZAMO shall proceed with the necessary procedures for account termination.

7.2 ZAMO reserves the right to terminate the account if any of the following cases occur:

- (i) Upon the request of a competent State authority;
- (ii) Expiration of the term or trial conditions for the product/service, and the Customer fails to register and pay the usage fee for the subsequent term;
- (iii) Expiration of the account suspension period, and the Customer fails to pay the usage fee;
- (iv) Discovery of an act seriously affecting information security or a data breach;
- (v) The Customer breaches an obligation of this Agreement or violates legal regulations.

7.3 One of the two Parties is dissolved, bankrupt, or merged or consolidated with another entity or legal person, and the rights and obligations of that Party are not inherited by the new entity or legal person.

7.4 When both Parties agree to terminate the Agreement.

7.5 Other cases as stipulated by the Agreement and law.

7.6 Prior to account termination, the Customer is responsible for storing and managing their data from the Koffi system. ZAMO is not responsible for storing the Customer's data on Koffi's data system after the time of account termination.

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ARTICLE 8. FORCE MAJEURE PROVISIONS

8.1 A Force Majeure Event is an objective and unforeseeable event, including but not limited to the following events:

- a) Natural disasters: Earthquakes, floods, fires, etc.;
- b) Epidemics;
- c) War, civil unrest, strikes;
- d) Interruptions or incidents originating from a third-party system;
- e) Widespread power outages or loss of internet connection;
- f) Hacker attacks on the Koffi system;
- g) Other force majeure cases as stipulated by law.

8.2 Upon the occurrence of a Force Majeure Event, the hindered Party must fully implement all necessary measures within its capability to mitigate and remedy the consequences to the maximum extent, while promptly notifying the other Party of the force majeure event as soon as possible.

8.3 In the event of a Force Majeure Event, the Parties shall be exempted from liability for performance under the Agreement, and the Force Majeure Event shall not constitute grounds for the other Party to terminate the Agreement.

8.4 Immediately upon the cessation or removal of the Force Majeure Event, the affected Party shall resume the performance of its obligations as stipulated in this Agreement.

ARTICLE 9. LEGAL LIABILITY

9.1 ZAMO commits to fully implementing measures to maintain the stability of the system and the security of the Services. In the event the system or Software experiences an incident, error, interruption, virus, or hacker attack beyond ZAMO's control, ZAMO shall not be liable, but commits to fully implementing all necessary measures to repair and remedy all incidents, errors, interruptions, security vulnerabilities, software defects, and promptly prevent all attack incidents and threats to ensure the availability and security of the system and Software.

9.2 ZAMO shall not be liable for the following matters:

- a) Losses (if any) arising from the Customer's misuse or breach of the Agreement;
- b) Indirect, incidental, or consequential losses or damages, or punitive measures related to other contracts, or having a punitive nature from a third party;
- c) Loss or corruption of data. In case of data loss or corruption, ZAMO's liability shall be limited to implementing measures to restore the data for the Customer;
- d) Not liable for any incident not caused by ZAMO's fault, including but not limited to unauthorized access, incidents arising from the Customer's system, damages related to telecommunication or internet errors, or the fault of any third party.

ARTICLE 10. GENERAL PROVISIONS

10.1 This Agreement shall become effective from the date of the Customer's electronic confirmation and shall terminate upon the expiration of the right to use ZAMO's products and services according to the product package registered by the Customer or upon the occurrence of Account Termination cases as stipulated in this Agreement.

10.2 After the termination of this Agreement, the provisions regarding Intellectual Property Rights, Information Confidentiality, Limitation of Legal Liability, Dispute Resolution, and General Provisions of this Agreement shall remain in effect.

10.3 This Agreement shall be interpreted and governed by the laws of Vietnam.

10.4 ZAMO reserves the right to amend and supplement the terms of the Agreement and publish them on the Website buddytalk.koffi.vn.

10.5 Neither Party shall be permitted to assign this Agreement to a third party without the prior written consent of the other Party.

10.6 If any provision of this Agreement is deemed invalid or unenforceable, it shall not affect the validity and enforceability of the remaining provisions of this Agreement.

10.7 Should any dispute arise during the performance of this Agreement, the two Parties shall prioritize resolution through negotiation and conciliation; If negotiation fails, either Party shall have the right to initiate legal proceedings before a competent Court for resolution. Court fees and related costs shall be borne by the losing party.