

TERMS OF PURCHASE ON VIINDOO MARKETPLACE

(Code: VIIN.PUR.CON.060922)

YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE PROVISIONS OF THE VIINDOO APPS STORE TERMS OF PURCHASE (the “**TERMS OF PURCHASE**”) AND THE POLICIES BELOW.

SELECTING “PAY NOW” WILL ESTABLISH A LEGAL AGREEMENT BETWEEN YOU AND VIINDOO. IF YOU DON'T AGREE WITH ANY TERMS, PLEASE DO NOT ACCESS/USE THESE FEATURES OR USE ANY PART OF THE FEATURES.

I. DEFINITION

Unless otherwise stated, the definitions and interpretations set forth herein apply uniformly to this Terms of Purchase.

1. **Viindoo Marketplace:** Or called “Marketplace”; This is a platform developed and operated by Viindoo Technology Joint Stock Company, serving the distribution of applications and modules integrated with Odoo Software and/or Viindoo Enterprise Management Software (hereinafter collectively referred to as “**App**”). Customers can search, buy, and download App on this platform through the following link: <http://viindoo.com/apps>.
2. **Viindoo:** Viindoo Technology Joint Stock Company (international transaction name: Viindoo Technology JSC.); was legally established and operated under the Enterprises Registration Certificate No. 0201994665 issued by Hai Phong Department of Planning and Investment; Head office: 6th floor, Taiyo Building, No. 97 Bach Dang, Ha Ly Ward, Hong Bang District, Hai Phong City; responsible for distributing the Application on the Viindoo Marketplace.
3. **Sales Order:** Is an App purchase order on Viindoo Marketplace that has been successfully paid.

II. INFORMATION SECURITY

Viindoo strictly complies with the law on consumer information security. Please refer to the [Privacy Policy](#) to better understand how Viindoo protects the information you provide during purchases at Viindoo Marketplace.

III. WARRANTY

1. All Apps are committed to warranty within 3 (three) months from the date of the Sales Order.
2. You can submit a warranty claim, support request (as detailed as possible) to the Viindoo Helpdesk system at <https://viindoo.com/ticket>.

IV. INTELLECTUAL PROPERTY

For the App are licensed to You by the third party that own such App, not by Viindoo, Your are encouraged to read carefully the license terms published to App for having better understanding about Yours rights and obligations. By purchasing App, You agree that Viindoo shall not be liable in any copyrights/intellectual property rights related/arised to these Apps in the course of using.

V. PAYMENT TERMS

1. To pay an order, You are able to choose one of the suitable payment method integrated on Marketplace and follow the instructions
2. Viindoo recommends that you carefully read the conditions before implementing the payment because you may be charged a service fee that dêpnđs on each intermediately payment service provider.

VI. REFUND

1. Refund process

- All your refund complaints/ requests will be handled on Viindoo Helpdesk system at <https://viindoo.com/ticket> (Request).
- Any Request will be deemed to be valid if created during the warranty period at Section 3.1.
- Request is required to attach proof of the problems of App that You have encountered.
- Viindoo is responsible for solving Request within 15 (fifteen) days from the creation date of Request. Viindoo will provide an explanation in the case of refusal.
- For Customers who are Vietnamese businesses, within 7 (seven) days from the date of the refund receipt, the Customer is obliged to issue a debit note and send it to Viindoo via email: invoice.aj@viindoo.com.

2. Refund conditions

Request will be approved when one of the following occurs:

- The issue has not been fixed within 15 (fifteen) days from the date of submitting the technical support inquiry;
- App used in practice does not have enough features as described on the Viindoo Marketplace;
- App cannot be installed, or integrated with the Odoo/Viindoo Enterprise Management Software as described on Viindoo Marketplace;
- The license issued with App does not comply with international conventions and Vietnamese laws on software licenses;
- Sales Order is paid by stolen bank card/account information (need to attach proof/confirmation from the bank).

3. Reject the refund

You will not be refunded if in one of the following cases:

- App does not meet the needs, that was not described on Viindoo Marketplace;
- Requirements for adding new features are beyond the scope of the description on Viindoo Marketplace;
- App's bug have been handled within the allotted period in Section 5.1 above;
- App operates stably but does not satisfy your requirements for the actual demand;
- App cannot be installed due to a conflict with one or more applications from an other party than Odoo Software/Viindoo Enterprise Management Software;
- You bought the wrong version of the App or the App need purchasing.

4. Refund method

Viindoo refunds by bank transferring according to the bank account information provided by You. Viindoo disclaim all responsibility in case of the refund failure due to the bank information given is incorrect.

5. Undertake after refund

- After Request is approved, You undertake to immediately stop further use of App and delete all App's archives/copies along with code attached.
- You are fully responsible before the law in case any problems arise related to the storage and use of App after being refunded.

VII. EFFECTIVENESS

1. Independence between terms

Each provision of this Terms of Purchase is independent and separable. In the event that one or more provisions of the Purchasing Terms are held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or reduce the validity of Terms of Purchase.

2. Applicable law

This Terms of Purchase are interpreted and governed by the laws of Vietnam. Any dispute, claim, or disagreement of any kind arising out of or relating to this Terms of Purchase against or concerning Viindoo or any party participating in the use of services on Viindoo Marketplace will be resolved at a competent People's Court in Vietnam in accordance with current Vietnamese laws.

3. Entire agreement

- Viindoo reserves the right to adjust, amend and supplement the Terms of Purchase to suit actual operations and/or legal regulations by posting the amendment/supplementation/ on Viindoo Marketplace.
- The revised/modified/supplemented policy will take effect 5 (five) days from the

date posted on Viindoo Marketplace. You continue to purchase Apps on Viindoo Marketplace when the amendments/modifications/additions of this Terms of Purchase are posted, which means you agree to comply with the amendment/supplementation.

4. Version

This Terms of Purchase are numbered version 1.0.1, issued on 18/01/2023 at Viindoo Headquarters and come into effect on the same day./.

For and On behalf of

VIINDOO TECHNOLOGY JOINT STOCK COMPANY

(signed)

General Director

TUAN NGOC TRAN