

SERVICE USE AGREEMENT

1. GENERAL AGREEMENT

This Service Use Agreement is a legally binding contract between the Member and CVTOT Joint Stock Company in relation to the Member's access to, account registration for, and use of TalentAxis, jobs.talentaxis.ai, and related services.

By accessing, registering an account, or using the services, the Member confirms that they have read, understood, and agreed to be bound by all terms and conditions set out in this Agreement. If the Member does not agree with any provision, please do not continue using our platform services.

2. DEFINITIONS AND INTERPRETATION

- TalentAxis is an online website/platform supporting Employers/Enterprises in managing recruitment activities, including managing candidate CVs/profiles, storing application data, tracking recruitment pipelines, scheduling interviews, evaluating candidates, managing job postings, managing internal personnel, and using recruitment support tools.
- jobs.talentaxis.ai is the website/interface for Job Seekers/Candidates, allowing them to search for jobs, view recruitment information, create or update personal profiles, upload CVs, and apply for suitable positions.
- Employer/Enterprise means a trader, organization, company, enterprise, recruiting unit, headhunter, or individual representing an enterprise that needs to use TalentAxis to manage recruitment, post recruitment information, receive and process candidate profiles.
- Candidate/Job Seeker means an individual who needs to search for jobs, view recruitment information, create or update a personal profile, upload a CV, and submit applications through jobs.talentaxis.ai or related services of TalentAxis.
- Member includes Employers/Enterprises, enterprise administrators, authorized personnel of enterprises, and Candidates/Job Seekers who have registered an account or used the services on TalentAxis.
- Enterprise Account means an account registered by an Employer/Enterprise on TalentAxis to use the platform functions.
- Enterprise Administrator means a person authorized by the Employer/Enterprise to manage the enterprise account, manage internal employees, assign member permissions, and perform operations related to recruitment activities on TalentAxis.
- Candidate Profile/Candidate CV means personal information, CVs, cover letters, documents, experience, skills, education, qualifications, notes, evaluations, or data related to a candidate that

is provided by the candidate or received, entered, uploaded, stored, or managed by an Employer/Enterprise on the TalentAxis system.

- Job Posting means recruitment information created, edited, saved as draft, submitted for approval, or managed by an Employer/Enterprise on TalentAxis. After being reviewed and approved, the job posting may be displayed on jobs.talentaxis.ai for Candidates to access and apply.

- Website Services include recruitment management, CV/candidate profile management, job posting, job search, job application, recruitment process tracking, interview scheduling, candidate evaluation, user permission management, recruitment data storage, and other related functions provided from time to time.

3. REGISTRATION

To use the Services, Members must create an account as required by TalentAxis. Members undertake to provide accurate, complete, and updated information. The rights and obligations of Members are determined based on the registered account information and the scope of services used.

TalentAxis shall not be liable for any issues arising from Members providing false, incomplete, or outdated information. TalentAxis has the right to inspect, verify, request additional information, or suspend the right to use the services if account information is invalid, shows signs of falsification, violates legal regulations, or violates this Agreement.

4. PASSWORD AND SECURITY

Members must keep their passwords and account access information confidential, not share them with anyone, and be responsible for all activities arising from their accounts, unless it can be proven that the fault belongs to the TalentAxis system.

If a Member discovers or suspects that their password has been disclosed, their account has been accessed unlawfully, abused, or shows signs of security risks, the Member must immediately notify TalentAxis via email: support@talentaxis.ai for support and handling. TalentAxis has the right to require a password change, suspend, or restrict account access if there is suspicion of a security violation.

5. ACCESS RIGHTS AND INFORMATION COLLECTION

When using TalentAxis, Members agree that TalentAxis has the right to collect, store, and process necessary information such as account information, enterprise information, contact person information, information of employees belonging to the enterprise, job postings, candidate profiles, CVs, application data, and data arising during the use of the services.

TalentAxis uses this information to verify accounts, provide services, manage recruitment, support job search, operate the platform, provide technical support, handle complaints, detect violations, improve service quality, and perform obligations as required by law.

Employers/Enterprises undertake that the collection, entry, upload, storage, and use of candidate profiles, CVs, or personal data on TalentAxis are lawful and comply with relevant legal regulations. Candidates undertake that the personal information, profiles, CVs, and documents they provide are accurate, truthful, and lawful.

TalentAxis protects user information in accordance with the Privacy Policy and only provides information in cases where there is a valid request from competent state authorities or as required by law.

6. INTELLECTUAL PROPERTY RIGHTS STATEMENT

Members undertake that they own or have lawful rights to the content, information, images, documents, CVs, job postings, or data entered, uploaded, posted, or managed on TalentAxis. Posting, entering, or using content on TalentAxis must not infringe intellectual property rights, privacy rights, personal data rights, or any lawful rights of any third party.

TalentAxis owns or is lawfully licensed to use the interface, software, source code, database, design, logo, trademarks, system content, user guides, and other components of the TalentAxis platform, except for content lawfully provided by users.

Members may not copy, modify, distribute, exploit, reverse engineer, interfere with the system, or use content, software, or data belonging to TalentAxis without TalentAxis's consent or where not permitted by law. TalentAxis has the right to inspect, hide, remove, or request the correction of content if it detects signs of violation of this Agreement, the Operating Regulations, the Privacy Policy, third-party rights, or legal regulations.

7. DISCLAIMER

TalentAxis shall not be liable in the following cases:

- Force majeure events or objective obstacles as prescribed by law;
- Acts of users or third parties, including but not limited to providing false information, unlawfully using data, infringing intellectual property rights, disclosing personal information, or performing any unlawful act;
- Issues related to hardware, software, internet connections, telecommunications networks, user devices, or other technical factors beyond the reasonable control of TalentAxis;

- Cases where the data processing system, software, signal transmission system, or user devices used to access TalentAxis encounter incidents, errors, attacks, viruses, malware, or are affected by other objective factors beyond the control of TalentAxis;

- Any direct or indirect loss, damage, liability, cost, or claim arising from a user's use of, or inability to use, the services, where such loss is not directly caused by TalentAxis.

TalentAxis does not guarantee that the use of the platform will always be uninterrupted, error-free, or meet every individual expectation of each Member. However, TalentAxis will make efforts to maintain system stability and support incident resolution within a reasonable scope.

8. LIMITATION OF LEGAL LIABILITY

8.1. Allocation of responsibilities between CVTOT Joint Stock Company and Employers/Enterprises in resolving issues arising from transactions conducted on the TalentAxis website with Candidates

The TalentAxis website/platform operates as an intermediary platform supporting Employers/Enterprises in posting recruitment information, managing candidate CVs/profiles, tracking recruitment pipelines, scheduling interviews, evaluating candidates, and supporting Candidates in searching for and applying to suitable positions. Issues arising between Employers/Enterprises and Candidates shall be allocated for resolution as follows:

- All recruitment activities arising between Employers/Enterprises and Candidates, including but not limited to receiving profiles, contacting candidates, interviewing, evaluating competence, negotiating working conditions, salary, signing employment contracts, and the related rights and obligations between the parties, are independent transactions voluntarily established by the parties and for which the parties shall bear legal responsibility in accordance with the law.

- CVTOT Joint Stock Company is not a party to, nor a representative of, any party in the process of carrying out such transactions and shall not be liable for the results, content, or legality of recruitment agreements between Employers/Enterprises and Candidates.

- Employers/Enterprises are responsible for resolving all issues arising from recruitment activities they conduct with Candidates, including complaints relating to recruitment information, the process of contacting and evaluating candidates, the use of candidate profiles, the legality of candidate data entered or uploaded to the system, compensation for damages if any, and cooperation with competent authorities upon request.

- Candidates are responsible for reviewing and evaluating recruitment information, providing truthful profiles, and proactively protecting their lawful rights and interests when applying.

- TalentAxis is not responsible for directly resolving disputes between Employers/Enterprises and Candidates. However, within its role as platform provider, TalentAxis may receive reports,

support the inspection of technical information, operation history, and related system data, and cooperate in providing information upon a valid request from competent state authorities.

Where an issue arises, TalentAxis encourages the related parties to prioritize negotiation and mediation in good faith and with respect for each other's lawful rights and interests. If no agreement is reached, the parties have the right to request competent authorities to resolve the matter in accordance with law. TalentAxis will provide support within its role as platform provider and provide information to serve the dispute resolution process in accordance with law.

8.2. Limitation of TalentAxis's liability in recruitment transactions conducted on the platform

TalentAxis is an intermediary platform supporting Employers/Enterprises in recruitment activities, including posting recruitment information, managing candidate CVs/profiles, storing application data, tracking recruitment pipelines, scheduling interviews, evaluating candidates, connecting with Candidates, and using related services on the platform.

TalentAxis does not directly participate in the process of interviewing, evaluating, selecting candidates, entering into employment contracts, or agreeing on working conditions between Employers/Enterprises and Candidates. Therefore, TalentAxis shall not be liable for any acts, omissions, commitments, agreements, or disputes arising between Employers/Enterprises and Candidates outside the scope of services provided on the platform.

Employers/Enterprises and Candidates shall negotiate independently and be responsible for the transaction terms, rights, and obligations of the parties during the recruitment process, and shall comply with the laws of Vietnam.

9. DISPUTE RESOLUTION

All disputes arising in relation to the use of TalentAxis shall be prioritized for resolution through negotiation and mediation in the spirit of goodwill, cooperation, and respect for the lawful rights and interests of the parties.

Complaints, reports, or support requests related to the use of services must be sent to TalentAxis immediately after the event arises. TalentAxis will receive and review each case and provide an appropriate handling plan within the scope of the platform's responsibility.

If a dispute cannot be resolved through negotiation or mediation within 60 days, the parties have the right to request competent authorities to resolve the matter in accordance with the laws of Vietnam.

10. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

10.1. Rights of the Management Board of the TalentAxis E-Commerce Website

To collect service fees after the Employer/Enterprise has read, understood, and agreed to the Service Use Agreement, Operating Regulations, and related policies published on TalentAxis, if the service incurs fees.

To refuse, suspend, restrict, or terminate a Member's right to use the services if there are grounds to believe that the Member violates the Operating Regulations, Service Use Agreement, Privacy Policy, legal regulations, or performs acts that affect TalentAxis and other users.

Where the right to use the services is terminated due to a Member's violation, TalentAxis has the right to handle the paid service fee in accordance with the service policy, agreements between the parties, or relevant legal regulations. When the right to use the services is terminated, the access rights and feature usage rights granted on TalentAxis shall automatically cease to be effective.

To require Members to provide complete, accurate, and updated necessary information when registering, verifying accounts, posting recruitment information, creating profiles, applying for jobs, or using services on the platform.

To inspect, approve, reject, or request the correction of job postings before such postings are displayed on the website for Job Seekers/Candidates.

To inspect, hide, remove, or request the correction of information, profiles, CVs, documents, or content provided by Members if there are signs of legal violations, infringement of third-party rights, or non-compliance with TalentAxis regulations.

To change service prices, service packages, and payment methods on TalentAxis during the service provision process; such changes will be notified or published to users in an appropriate manner.

To change, revise, supplement, or remove any content in the Service Use Agreement, Operating Regulations, or related policies after notification or publication on the system in accordance with regulations.

10.2. Responsibilities of the Management Board of the TalentAxis E-Commerce Website

Register the establishment of an e-commerce service website in accordance with the law and publish the necessary information about the website owner and manager.

Develop, publish, and maintain regulations, agreements, and policies related to the use of services on TalentAxis; monitor and ensure the implementation of such regulations and policies on the platform.

Require Members to provide information as prescribed by law when registering and using the services.

Maintain inspection and supervision mechanisms to ensure that enterprise information, recruitment information, candidate profiles, and content posted on the platform comply with TalentAxis regulations and the law.

Store registration information of traders, organizations, and individuals participating on the platform and regularly update relevant changes and supplements in accordance with regulations.

Apply necessary measures to ensure information security related to trade secrets, enterprise data, candidate data, and users' personal information.

Take timely measures when detecting or receiving reports of unlawful acts, fraudulent acts, impersonation, or inappropriate content on the platform.

Support state management authorities in investigating and handling violations of law and resolving disputes and complaints upon valid request.

Publicly disclose the mechanism for receiving and resolving disputes and complaints arising during the use of services on the platform. Where a Candidate has a dispute with an Employer/Enterprise or believes that their lawful rights and interests have been affected, TalentAxis will receive the report, support the provision of necessary information within the scope permitted by law, and coordinate to assist the parties in resolving the matter in accordance with regulations.

10.3. Rights of Employers/Enterprises on TalentAxis

To create an enterprise account when needed and use recruitment functions in accordance with TalentAxis regulations.

To post, save as draft, edit, submit for approval, and manage recruitment postings on the platform in accordance with regulations.

To use recruitment management functions on TalentAxis, including managing candidate CVs/profiles, storing application data, tracking recruitment pipelines, classifying and changing candidate statuses, making notes, evaluating candidates, scheduling interviews, and managing activities related to the recruitment process.

To manage internal personnel and assign permissions to members participating in the recruitment process within the scope of the enterprise account.

To use enhanced features of the platform after paying service fees according to the registered service package, if any.

To request correction, update, or deletion of account information, enterprise information, or related information in accordance with the law and TalentAxis policies.

To refuse the processing of personal information for advertising or marketing purposes in accordance with regulations.

To receive technical support and information security support during the use of the platform.

To provide feedback to TalentAxis during its operation. Recommendations may be sent through the contact channels published on the TalentAxis website.

10.4. Responsibilities of Employers/Enterprises on TalentAxis

Provide complete, accurate, and lawful information as required by TalentAxis when registering and using the services.

Ensure the accuracy and truthfulness of enterprise information, contact person information, recruitment information, candidate profiles entered into the system by the Employer/Enterprise, and other related information.

Be solely responsible for the content, images, documents, data, and information provided, posted, or updated by the Employer/Enterprise on TalentAxis.

Ensure that the collection, entry, upload, storage, and use of candidate profiles, CVs, documents, or personal data on TalentAxis are lawful, based on an appropriate legal basis, and comply with regulations on personal data protection, labor, recruitment, and other relevant legal regulations.

Use the services for proper purposes and comply with the Operating Regulations, Service Use Agreement, Privacy Policy, and related policies of TalentAxis.

Comply with legal regulations on recruitment, labor, payment, advertising, intellectual property protection, personal data protection, consumer rights protection, and other relevant legal regulations during the use of the services.

Do not post, provide, or use false, misleading, unlawful information, information contrary to social ethics and good customs, or information affecting the lawful rights and interests of other organizations or individuals.

Do not use another person's account without permission; do not share, transfer, or allow a third party to use the account without TalentAxis's consent.

Be responsible for keeping usernames, passwords, and account access information confidential; promptly notify TalentAxis upon detecting unauthorized use of the account, abuse of services, security violations, or incidents that may affect the account and data on the system.

10.5. Rights of Candidates/Job Seekers on TalentAxis

To register a personal account on TalentAxis/jobs.talentaxis.ai to use the services provided by the system.

To search for jobs, view recruitment information, create or update personal profiles, upload CVs, and apply for suitable positions displayed on the website.

To have TalentAxis protect personal information, application profiles, CVs, and related data in accordance with laws on personal data protection.

To access personal accounts to view, edit, update, or request deletion of personal information and application profiles when necessary. If unable to perform operations on the system, Candidates have the right to contact TalentAxis support for assistance.

To refuse to receive advertising emails, recruitment newsletters, or unwanted content from TalentAxis through unsubscribe functions in emails or account settings, if available.

To submit feedback and complaints regarding service quality, inaccurate recruitment information, inappropriate conduct by Employers/Enterprises, or any issues arising during the use of the website.

To be clearly informed of the terms and conditions of service use, rights and obligations related to creating profiles, applying for jobs, and using functions on the TalentAxis website.

10.6. Responsibilities of Candidates/Job Seekers on TalentAxis

Provide personal information, profiles, CVs, and application documents that are accurate, complete, truthful, and lawful.

Be solely responsible for the content, images, documents, CVs, personal information, and other information provided, posted, or sent to Employers/Enterprises through TalentAxis.

Proactively learn, check, and evaluate recruitment information and Employer/Enterprise information before applying or participating in subsequent recruitment steps.

Do not use another person's account without permission; do not share, transfer, or allow any third party to use the personal account.

Use the services in compliance with the Operating Regulations, Service Use Agreement, Privacy Policy, and related policies of TalentAxis.

Do not post, provide, or send false, fraudulent, unlawful information, information that infringes third-party rights, or information that affects the lawful rights and interests of other organizations or individuals.

Be responsible for keeping usernames, passwords, and account access information confidential; promptly notify TalentAxis of unauthorized use, abuse, security violations, or incidents related to the account so that both parties can coordinate handling.

11. EFFECTIVENESS

This Service Use Agreement takes effect from the time the Member accesses, registers an account, confirms agreement, or begins using services on TalentAxis.

If any provision of this Agreement is declared invalid, the remaining provisions shall continue to be effective.

TalentAxis has the right to amend, supplement, or update this Agreement from time to time. Amendments and supplements will be published on the website or notified to users in an appropriate manner. Continued use of the services after the Agreement has been updated shall be understood as the Member's acceptance of such amendments and supplements.

12. CONTACT INFORMATION

If a Member has any question, request for support, report, or complaint related to this Service Use Agreement, please contact TalentAxis via email: support@talentaxis.ai or through the support channels published on the website.