

SERVICE USE AGREEMENT

1. GENERAL AGREEMENT

This Service Use Agreement is made between the User and CVTOT Joint Stock Company in relation to the User's access to and use of TalentAxis and related services.

By accessing, registering an account, or using TalentAxis, the User confirms that they have read, understood, and agreed to be bound by all terms and conditions set forth in this Agreement. If the User does not agree to any provision, please do not use the services on our Platform.

2. DEFINITIONS AND INTERPRETATION

- The website providing e-commerce marketplace services at talentaxis.ai, including the subdomains pointing to the website: hire.talentaxis.ai and jobs.talentaxis.ai, is hereinafter referred to as "TalentAxis".
- Employer: Includes enterprises, organizations, individuals, or headhunters that have recruitment needs and use the platform to manage candidate profiles, monitor recruitment processes, and post job listings.
- Employers must complete the initial registration and declaration of relevant information, be officially recognized by the TalentAxis Management Board, and be permitted to use the services.
- Employers may create their own accounts for use and upload candidates' CVs in accordance with the standards and commitments applicable to lawful Users as published on the Platform.
- Candidate/Job Seeker: Refers to persons who are seeking employment or candidates who need to use CV templates on TalentAxis (hereinafter referred to as "Candidate").
- User: Includes both Employers and Job Seekers/Candidates.
- Services on the website:
 - + Candidate profile management;
 - + Recruitment process automation: changing candidate status, sending notification emails, and scoring CVs;
 - + Job posting;
 - + Services for Candidates to create CVs for applications or search for job information.

3. REGISTRATION

To use the Services, the User must create an account as required by TalentAxis and provide complete, accurate, truthful, and updated necessary personal information. The User is responsible for maintaining and updating account information whenever there is any change to ensure its accuracy.

The User's right to access and use the Services is established based on the registered information. TalentAxis shall not be liable for any incident, damage, or limitation of benefits arising from the User providing inaccurate, incomplete, or false information.

TalentAxis reserves the right to refuse or cancel account registration if it detects that the information provided is untruthful, violates this Agreement, or violates applicable laws.

4. PASSWORD AND SECURITY

The User must keep their password confidential and must not share it with anyone. If the User suspects that their password has been disclosed, the User must immediately notify us by email at support@talentaxis.ai. TalentAxis has the right to require the User to change their password, suspend, or lock the account if there is any sign or suspicion of a security violation.

The User is fully responsible for all activities occurring under their account, including actions performed by third parties who have access due to permission granted by the User.

TalentAxis shall not be liable for any loss, damage, or expense arising from the User's failure to secure login information, use of weak passwords, or failure to comply with our security instructions.

To ensure security, the User should regularly change their password, avoid using the same password for multiple services, and log out of the account after each session, especially when accessing the account on public or shared devices.

5. ACCESS RIGHTS AND INFORMATION COLLECTION

When using the website, the User agrees that TalentAxis has the right to collect and store the User's personal information and profile information. TalentAxis has the right to use such information to provide the Services. TalentAxis may comply with legal requirements and disclose User information where necessary.

TalentAxis has the right to delete accounts and information after a prolonged period of inactivity, and the User shall need TalentAxis's consent to restore the information.

6. INTELLECTUAL PROPERTY RIGHTS STATEMENT

The User undertakes that the User owns or has full lawful rights and licenses to all content, data, images, documents, or information that the User uploads to TalentAxis. The uploading of content must not infringe intellectual property rights, privacy rights, or any other lawful rights of any third party. The User shall be fully responsible for the content they provide.

TalentAxis has the right to review, temporarily hide, edit, or remove any content if it detects or has reasonable grounds to believe that such content violates this Agreement, applicable laws, or affects the reputation and operations of TalentAxis.

TalentAxis owns all rights to the TalentAxis services and content. The User may not copy, modify, or exploit TalentAxis content without permission.

All third-party trademarks, service marks, and logos are the property of their respective owners.

7. DISCLAIMER

We shall not be liable in the following cases:

- + Force majeure events or objective obstacles as prescribed by law.
- + User conduct: We shall not be liable for the conduct of other users, including copyright infringement, disclosure of personal information, or any other unlawful act.
- + Technical errors: Issues relating to hardware, software, networks, or other technical factors beyond our control.
- + We shall be exempt from liability where the data processing system, software, signal transmission system, or device used by the user to access talentaxis.ai experiences incidents, errors, attacks, viruses, malware, or any other objective reasons beyond our control.
- + Any loss, damage, whether direct or indirect, liability, and expense arising from any cause of action not attributable to our fault in connection with the User's use of, or inability to use, the Services.

8. LIMITATION OF LEGAL LIABILITY

8.1. Allocation of responsibilities between CVTOT Joint Stock Company and Employers in resolving issues arising from transactions conducted on talentaxis.ai with Candidates

The TalentAxis website/platform operates as an intermediary platform, supporting Employers/Enterprises in posting recruitment information, managing candidate profiles, monitoring recruitment processes, and supporting Candidates in searching for and applying to suitable positions. Issues arising between Employers/Enterprises and Candidates shall be resolved according to the allocation of responsibilities below:

All recruitment activities arising between Employers/Enterprises and Candidates, including but not limited to: receiving applications, contacting candidates, conducting interviews, assessing capabilities, negotiating working conditions, salary, signing employment contracts, and related rights and obligations between the parties, are independent transactions voluntarily established by the parties and subject to their own legal responsibility in accordance with the law. CVTOT Joint Stock Company is not a party to, nor a representative of any party in, such transactions and shall not be liable for the outcome, content, or legality of recruitment agreements between the two parties.

Employers/Enterprises are responsible for resolving all issues arising from recruitment activities conducted by them with Candidates, including complaints related to misleading, unclear, or potentially fraudulent recruitment information; the use of Candidates' profiles, CVs, documents, or personal data; compensation for damages, if any, in the event of breach of commitments made to Candidates; and explanation and cooperation with competent authorities when investigation or handling is requested.

TalentAxis shall not be directly responsible for resolving disputes between Employers/Enterprises and Candidates. However, within its role as a platform provider, TalentAxis may receive reports, support the provision of technical information, operation history, and relevant system data to serve investigation and verification where there is a valid request from one of the parties or from a

competent state authority; and has the right to suspend, terminate, or discontinue the access rights of Employers/Enterprises showing signs of fraud, violation of the Operating Regulations, or violation of the law.

In the event that an issue arises, TalentAxis encourages the relevant parties to prioritize negotiation and mediation in a spirit of goodwill and respect for each other's lawful rights and interests. If no agreement is reached, the parties have the right to request a competent authority to resolve the matter in accordance with the law. TalentAxis shall provide support within its role as a platform provider, including providing information to support the dispute resolution process in accordance with the law.

8.2. Limitation of liability of the trader or organization providing e-commerce marketplace services in transactions conducted on the marketplace

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 act, omission, commitment, agreement, or dispute arising between Employers/Enterprises and Candidates outside the scope of services provided on the platform.

TalentAxis is an intermediary platform that supports Employers/Enterprises in managing candidate profiles, posting recruitment information, monitoring recruitment processes, and connecting with Candidates during the recruitment process.

Employers/Enterprises and Candidates shall independently agree upon and be responsible for the rights, obligations, and matters arising during the recruitment process, and must comply with the laws of Vietnam.

9. DISPUTE RESOLUTION

All disputes shall be resolved in accordance with the laws of the Socialist Republic of Vietnam. Complaints must be submitted to TalentAxis promptly after the relevant event arises. TalentAxis shall review each case and propose an appropriate resolution.

If a dispute is not resolved within 60 days, the User has the right to bring the matter before a competent court.

10. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

1. Rights and responsibilities of the TalentAxis website Management Board

a) Rights of the TalentAxis e-commerce website Management Board

- We have the right to collect service fees after Employers/Enterprises have read and agreed to the Service Use Agreement, Operating Regulations, and related policies of TalentAxis.
- We have the right to refuse, suspend, or terminate the User's right to use the services if there are grounds to prove that the User violates the Operating Regulations, legal provisions, or commits acts that adversely affect TalentAxis and other users. In the event of termination of service use rights due to the User's fault, TalentAxis has the right not to refund the service fees paid by the

User, unless otherwise agreed or otherwise provided by law. Upon termination of service use rights, all rights of the User on TalentAxis shall automatically cease to be valid.

- We have the right to require the User to provide complete and accurate information and to bear legal responsibility for the information provided, including enterprise information, contact person information, recruitment information, and other related information.
- We have the right to change service pricing and payment methods on TalentAxis during the provision of services, in line with TalentAxis's needs and operational conditions, and shall notify Users of any changes.
- We have the right to change, amend, add, or remove any content of the Regulations after notifying users.

b) Responsibilities of the TalentAxis e-commerce website Management Board

- Register the establishment of the website providing e-commerce marketplace services in accordance with the law and disclose information about the website owner on the website homepage.
- Develop and publicly disclose on the website the operating regulations of the e-commerce marketplace; monitor and ensure implementation of such regulations on the e-commerce marketplace.
- Require Users on the e-commerce marketplace to provide information as prescribed by law when registering to use the services.
- Establish a mechanism for inspection and supervision to ensure that information provided by sellers on the e-commerce marketplace is accurate and complete.
- Store registration information of traders, organizations, and individuals participating in the e-commerce marketplace and regularly update relevant changed or supplemented information.
- Apply necessary measures to ensure information security relating to business secrets of traders, organizations, and individuals and personal information of consumers.
- Take timely measures when detecting or receiving reports of unlawful business activities on the e-commerce marketplace:
 - + Prevent and remove from the website information on the provision of services that are on the list of prohibited services or in business lines prohibited from business investment as prescribed by law;
 - + Remove information on services violating the law within 24 hours from receipt of a request from a competent state management authority;
 - + Coordinate with intellectual property rights holders to review and remove products infringing intellectual property rights according to the procedures disclosed in the Operating Regulations of the e-commerce marketplace;
 - + Warn or refuse to provide services for a definite term or permanently to individuals, traders, or organizations engaging in unlawful business activities;
- Support state management authorities in investigating and handling unlawful business activities and resolving disputes and complaints:

- + Provide information on parties showing signs of or committing violations of law on the e-commerce marketplace to competent state management authorities upon detecting or receiving such information;
- + Regularly update keywords as recommended by competent state management authorities and filter information by keywords before information on goods and services is displayed on the website;
- + Receive and respond to information to resolve complaints, reports, and disputes related to the e-commerce marketplace at the E-commerce Management Portal of the Ministry of Industry and Trade at online.gov.vn.
- Publicly disclose the mechanism for resolving disputes arising during transactions on the e-commerce marketplace. When a Candidate on the e-commerce marketplace has a conflict with an Employer or their lawful interests are harmed, provide the Candidate with information about the Employer and actively support the Candidate in protecting their lawful rights and interests.

2. Rights and responsibilities of Employers on the TalentAxis website

a) Rights of Employers on the TalentAxis website

- Users may create accounts when needed and post recruitment information in accordance with the regulations.
- Employers may use enhanced features of the marketplace after paying service fees according to the registered service package.
- The right to request correction or deletion of personal information when necessary.
- The right to refuse the processing of personal information for advertising or marketing purposes.
- The right to receive technical support and protection of information when participating in the marketplace.
- Users have the right to provide feedback to the e-commerce marketplace during its operation. Recommendations may be sent directly by mail, fax, or email to the TalentAxis e-commerce marketplace.

b) Responsibilities of Employers on the TalentAxis website

- Provide complete and accurate information as required by law to TalentAxis when registering to use the services.
- Provide complete information about services as prescribed by law when providing services on the e-commerce marketplace.
- Ensure the accuracy and truthfulness of information about services provided on the e-commerce marketplace.
- Comply with legal regulations on payment, advertising, intellectual property protection, consumer rights protection, and other relevant legal provisions when providing services on the e-commerce marketplace.

- Users are responsible for the content and images of enterprise information and other information, as well as the entire transaction process with partners on the TalentAxis e-commerce marketplace.
- Do not use another person's account without permission.
- Participate in transactions in compliance with the marketplace regulations and the provisions of the Privacy Policy and personal information use policy.
- Users are responsible for promptly notifying the TalentAxis e-commerce marketplace of any unauthorized use, abuse, security breach, or storage of their registered name and password so that both parties can cooperate in handling the matter. Users undertake that the information provided to the TalentAxis e-commerce marketplace and the information posted on the TalentAxis e-commerce marketplace is accurate.

3. Rights and responsibilities of Candidates on TalentAxis

a) Rights of Candidates on the TalentAxis website

- Candidates have the right to register a personal account on the TalentAxis website to use the services provided by the system.
- Candidates have the right to have TalentAxis protect their personal information and application data in accordance with Vietnamese laws on personal data protection.
- Candidates have the right to access their personal accounts to view, edit, update, or delete personal information and application profiles at any time. If they are unable to perform these actions on the system, Candidates have the right to contact TalentAxis support for assistance.
- Candidates have the right to refuse to receive advertising emails, recruitment newsletters, or unwanted content from TalentAxis through unsubscribe options integrated into each email or account settings.
- Candidates have the right to submit feedback or complaints regarding service quality, inaccurate recruitment information, inappropriate conduct by Employers, or any issue arising during use of the website. TalentAxis commits to receiving and handling complaints as soon as possible in a spirit of cooperation and protection of user interests.
- Candidates have the right to be clearly informed of the service terms and conditions, rights and obligations related to creating profiles and applying for jobs, as well as any legal commitments, if any.

b) Responsibilities of Candidates on the TalentAxis website

- Information provided by Users on the TalentAxis e-commerce marketplace must be accurate and complete.
- Users are responsible for the content, images, and other information, as well as the entire transaction process with partners on the TalentAxis e-commerce marketplace.
- Do not use another person's account without permission.
- Participate in transactions in compliance with the marketplace regulations and the provisions of the Privacy Policy and personal information use policy.

- Users are responsible for promptly notifying the TalentAxis e-commerce marketplace of any unauthorized use, abuse, security breach, or storage of their registered name and password so that both parties can cooperate in handling the matter. Users undertake that the information provided to the TalentAxis e-commerce marketplace and the information posted on the TalentAxis e-commerce marketplace is accurate.

11. EFFECTIVENESS

The terms of this Agreement shall take effect from the date the User accepts this Agreement.

Where the User has ceased using the Services, the User shall remain bound by this Agreement and other agreements related to the User's rights and responsibilities that have not been fully performed by the User at the time of cessation of use of the Services.

The User confirms that they have read, clearly understood, and undertake to comply with this Agreement, other regulations of TalentAxis, and applicable laws of Vietnam relating to the use of the Services.

12. CONTACT INFORMATION

- Website: talentaxis.ai (subdomains pointing to: hire.talentaxis.ai and jobs.talentaxis.ai)
- CVTOT Joint Stock Company
- Address: 20/5 Ha Thi Than, An Hai Ward, Da Nang City, Vietnam
- Phone number: 0766783968

If the User has any questions about this Agreement, please send an email to: support@talentaxis.ai.