

## **<https://freec.asia/> User Agreement**

1. ACCEPTANCE OF TERMS - This is an agreement (“Agreement”) between you, a user seeking employees (“Employer” or “User”) and Freecracy Vietnam Company Limited (“Company”), having its principal office at No. 50 Street No. 5, Thao Dien Ward, District 2, Ho Chi Minh City, Vietnam. This Agreement governs the access and use of all services provided by or through the Company’s Web Site at <https://freec.asia/> (“Company Site”). BY CLICKING THE “ACCEPT” BUTTON ON THE REGISTRATION PAGE, YOU CONFIRM THAT AT LEAST 18 YEARS OLD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE CLICK ON THE “DO NOT ACCEPT” BUTTON AND DO NOT ACCESS OR USE THE SERVICE.

2. DESCRIPTION OF SERVICE - Subject to the payment of the Service Fee as provided on the Company Site, the Employer will be entitled to access and use the Company Site to contact candidates, advertise vacant jobs, post job offers, and seek employees on or through the Company Site. Employer will be also entitled to access the Company’s Jobseekers Database, but hereby accept and agree that all information obtained will be only used for the purpose of obtaining potential employees. Employer will be solely responsible for the materials and contents contained in their advertisement(s) or job offer(s). The Company reserves the rights to remove and discard any advertisement or job offer for any reason in its sole discretion. The Company may provide other tools and services not included in the Service for an additional fee, with the separate terms and conditions applicable to such additional services. ALL PAYMENTS BY EMPLOYER TO THE COMPANY SHALL BE NON-REFUNDABLE. FAILURE TO COMPLETE OR FULLFIL A TRANSACTION WITH OTHER USERS, DISSATISFACTION WITH A TRANSACTION OR SERVICE, INABILITY TO ACCESS OR UNAVAILABILITY OF THE SERVICE, FRAUD OR OTHER DISPUTES REGARDING THE TRANSACTIONS SHALL NOT ENTITLE EMPLOYER TO A REFUND OF ANY FEES PAID TO THE COMPANY. Please be noted that the Agreement is just served for Employer only and not applicable to jobseekers.

3. USER REGISTRATION OBLIGATIONS - User agrees to provide current, complete and accurate information required during the process of registration with and use of the Service and update such information to keep it current, complete and accurate (“Registration Information”). User account name and password, necessary for User to log in, will be delivered to the User via email after User’s complete provision of Registration Information and acceptance of terms and conditions of this Agreement. User shall be responsible for maintaining the confidentiality of its User account and password and shall be responsible for any and all transactions by Users given access to such account or password and any and all consequences of use or misuse of such account and password. User agrees to notify the Company immediately of any unauthorized use of any password or account or any other breach of security regarding the Service of which User has knowledge.

4. SERVICE (FreeC.asia) IS ONLY A VENUE – It is important to realize that FreeC.asia is only a venue to facilitate Employers seeking potential employees. The Company takes no responsibility whatsoever for any material input by any User or others and not posted by the Company. All Users acknowledge and agree that they are solely responsible for the form, content and accuracy of any advertisement, job offer, web page or material contained therein placed by them. The Company is not in anyway to be considered to be an agent with respect to any User’s use of the Company Site, and the Company will not be responsible in any way for any decision, for whatever reason, made by any User or any other party seeking or posting jobs on or through the Company Site. All Users are responsible for their own communications and for the consequences of their posting. The Company does not control or endorse the accuracy, reliability

or legality of any information, material, content or opinion provided or expressed by other Users and available through the Company Site. Any reliance by Users on material posted by other Users will be at their own risk. The Company reserves the right to expel any User and prevent their further access to the Company Site, at any time for breaching this Agreement or violating the law and also reserves the right to remove any material which is abusive, illegal or disruptive.

5. **PRIVACY POLICY** - Subject to the Company's privacy policy, we may disclose to third parties certain aggregate information contained in User Registration Information and or related data, provided that, such information will NOT include personally identifying information, except as specifically authorized by User or in the good faith belief that such action is reasonably necessary to comply with the law, legal process, to enforce this Agreement, or under any of the other circumstances set forth in the Company's privacy policy, as may be amended from time to time. For more information, please see the FreeCracy Vietnam's Privacy Policy.

6. **USER CONDUCT** - User represents and warrants that User shall not upload, post or transmit to, distribute or otherwise publish through the Service any materials (1) which restrict or inhibit any other Users from using and enjoying the Service; (2) which are unlawful, threatening, abusive, harmful, libelous, defamatory, harassing, tortuous, hateful, racially, ethnically or otherwise objectionable, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (3) which constitute or encourage conduct that would constitute a criminal offense or otherwise violate law; (4) which violate, plagiarize or infringe the rights of third parties including without limitation copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (5) which contain a virus or other harmful component, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (6) for which User does not have all necessary rights and licenses to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information); and (7) which are unauthorized advertising, promotional materials or any other form of unauthorized solicitation; or (8) which constitute or contain false or misleading indications of origin or statements of fact.

User represents and warrants that it shall not (1) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (2) gain unauthorized access to other computer systems through the Service; (3) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other Users' ability to engage in normal transactions; (4) harass other Users; (5) collect or store personal data about other Users other than as is strictly necessary to use the Service; or (6) impersonate or otherwise misrepresent any person or entity, including, but not limited to the Company.

User shall hold confidential and shall not disclose, transmit, use or otherwise exploit personal or company names, addresses, telephone numbers, email addresses, listings, fees and pricing information or any other information regarding, or provided by other Users, advertisers or affiliates in connection with the Service except as strictly necessary to conduct and fulfill bona fide transactions through the Service solely on User's own behalf in accordance with this Agreement. Without limiting the foregoing, in no event shall User collect, store, extract, sell, transfer, disclose, mass e-mail or spam compilation of other Users from the Service.

7. **MODIFICATIONS OF SERVICE** - The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. User agrees that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

8. **TERMINATION** - The Company may at any time without notice to User discontinue any or all aspects of the Service or restrict the use of the Service in whole or in part for any breach of

this Agreement by User; or if the Company determines in its sole and exclusive judgment that terminating User's use of the Service is necessary for security reasons or for proper continued operation of the Service; or User's use of the Service or Company Site is not for legitimate business purposes, or User's use of the Service violates any Vietnamese or international laws or regulations; or if the Company receives information that the Service or User's use of the Service (or any part thereof) may violate any third-party right. The Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. User agrees that any termination of User's access to the Service may be effected without prior notice, and acknowledge and agree that the Company may immediately deactivate or delete the Company Site or and all related information and files in the Company Site and/or bar any further access to such files or the Service. User further agrees that the Company shall not be liable to User or any third-party for any termination of User's access to the Service.

THE COMPANY IS NOT RESPONSIBLE FOR THE DELETION OF ANY FILE, ATTACHMENT, INFORMATION, CONTENT, OR ANY OTHER CONSEQUENCE OF USER'S DECISION TO CANCEL THE SERVICE OR TERMINATE THIS AGREEMENT.

9. LINKS TO OTHER SITES - The Company Site may contain links to other World Wide Web sites or resources. Because the Company has no control over such sites and resources, User acknowledges and agrees that the Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

10. INDEMNIFICATION - User agrees to indemnify and hold the Company, its patents, subsidiaries, affiliates, officers, directors, employees, successors and assigns, agents, licensors, co-branders or other partners, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's access to and use of the Service, User's violation of this Agreement or User's violation of any rights including intellectual property rights of any person or entity.

11. NOTICE - Statements, notices and other communications to User may be made by mail, email, and postings within User's account or other reasonable means. The Company may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices generally on the Company Site. Notice to the Company may be made by postal mail to: Freecracy Vietnam Company Limited, No. 50 Street No. 5, Thao Dien Ward, District 2, Ho Chi Minh City, Vietnam.

12. ADVERTISEMENTS AND PROMOTIONS - User hereby agrees that the Company has the right to run advertisements or promotions, as it deems appropriate on and alongside the Service. User's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between User and such advertiser. User agrees that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

13. PROPRIETARY RIGHTS - User acknowledges and hereby agrees that content, including, but not limited to, text, software, music, sound, photographs, video, graphics, or other material contained or maintained in either sponsor advertisements or the Service itself is protected by Vietnamese and international copyrights, trademarks, service marks, patents, or other proprietary rights and laws. User may not make, use, sell, copy, reproduce, distribute, transmit, or create derivative works from this content, in whole or in part, without the prior written consent of the Company or the advertiser.

14. LIMITATION OF LIABILITIES - THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE TO USER OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SERVICE. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PROCUREMENT OR PURCHASE OF GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICE. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM UNAUTHORIZED ACCESS TO, OR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY INFRINGEMENT OF ANY COPYRIGHT, TRADEMARK, TRADE DRESS, SERVICE MARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING FROM THE USE OR INABILITY TO USE THE SERVICE, OR BY THE UNAUTHORIZED USE OF, OR ACCESS TO, THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN LIABILITIES, SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

15. DISCLAIMER OF WARRANTIES - THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SERVICE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICE OR ANY LINKED SITE. THE COMPANY AND ITS AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS SOLELY USER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, USEFULNESS OR VALIDITY OF ALL OPINIONS, ADVICE, SERVICE, PROMOTIONS, ADVERTISEMENTS, AWARDS, PRIZES OR OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL GOODS AND SERVICES, OFFERED ON THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

16. MISCELLANEOUS - This Agreement shall be governed by and construed in accordance with the laws of Vietnam. Any dispute or claim arising out of or related to this Agreement between the Company and User shall first be settled through amicable negotiation between the parties hereto. In case of failure to reach agreement through negotiation, either party hereto may submit to the court of jurisdiction in Vietnam for settlement. The failure of the Company to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. In any event, the remaining provisions shall be enforced. This Agreement constitutes the entire agreement between the Company and User with respect to User's access to and use of the Service.

**FREEC PRICE LIST  
(APPLICATION FROM 1/3/2019)**

<b>TIME</b>	<b>SERVICES</b>	<b>PRICE UNIT</b>	<b>CONFIRMED BY</b>
<b>01 times</b>	MATCH	1.000.000 VND	

**Note:**

- Price as listed above are exclusive of 10% VAT.
- This Price List can be changed from time to time.
- Company will send Invoice, Payment Request and a list of Match times at the end of each month.