

Terms of Service

Applicable to Users who are enterprises opening online stores on Utop's applications.

The following Terms (hereinafter "Terms of Service") describe the terms and conditions that apply to accessing and using the UTOP application/service as well as any related software and product (hereinafter "Services"). The services are connected to your Utop online store (hereinafter "UTOP account") and unify your conversations with clients, employee chat, and marketing activations, including but not limited to advertising campaigns on social platforms, email, and customer discussions. This document is a legally binding agreement between you and Utop Technology JSC. and our Affiliates (hereinafter "Us", "Our" or "Utop's"), which "Affiliate" means organizations controlling either directly or indirectly, will be managed by or under control of Utop Technology JSC.

These Terms apply to all Services owned and provided by Utop or our Affiliates, including but not limited to: Campaign Page, OCR, Mint Place, Data Activation, and related applications. By registering for the service, you agree to be bound by the Terms of Service. Any new features or tools added to the current Service must follow the Terms of Service. You can review the current version of the Terms of Service at any time here: URL (updating...). We have the right to update and change the Terms of Service by posting updates and changes. You should check the notice regularly to be aware of any updates or changes about Terms of Service that can affect you. You must read, agree and accept all terms and conditions contained in this Terms of Service, including UTOP Terms of Service, and UTOP privacy policy before you use the Service.

I. Definition:

1. **Customer content:** means every information and data (including texts, conversations with clients, employee chat, pictures, images, videos, sounds, and documents) or any relevant content in any format and means of communication provided by you or on your behalf involved in the using of the Services, consist of existing information and data in your UTOP account, includes the information and data from the supported platforms set up on your UTOP account.
2. **Utop Business Portal:** means the website where you can select and access the applications (services) Utop provided.
3. **Member:** means one or multi-member accounts that the Admin or Owner of the business account can create to give permission to others to access that business account on Utop.

2. About UTOP:

Utop Technology JSC. provides an ecosystem of e-commerce solutions and customer services, including:

1. Campaign Page: the platform to create multi-purpose pages (landing page) to optimize advertising conversion.
2. Mint Place: the platform to create Marketing campaigns based on the game mechanics (gamification), which helps to effectively engage target audiences and increase brand awareness.
3. Data Activation: the platform for re-marketing to particular customer segments, which helps to nurture your potential customers and increase their satisfaction level in order to retain them.

All of the above products belong to:

UTOP Technology Joint Stock Company

Certificate of Business Registration number: 0315669605

Date of issue: 10/05/2019

Place of issue: Ho Chi Minh City Department of Planning and Investment

Address: 8th floor, Pearl Plaza building, 561A Dien Bien Phu, Ward 25, Binh Thanh District, Ho Chi Minh City, Vietnam.

Contact number: 0767 596728

3. UTOP account:

1. To access and use the Service, you must log in with the previously registered personal account information at the Utop website, including your email address and any other required information. At the same time, you must be signed up at least one business account created on Utop as a Member or Owner who created that business account. The fact that you do not maintain or update your personal account or your business account information created by yourself as the Owner on Utop correctly, fully, including the invalid or expired payment method in your Utop profile, which can lead to deactivation of the created personal accounts, business accounts and/or you can no longer access and use the Service.
2. As an Utop Accountuser, you must also follow Utop Terms of Service, Privacy Policies, and any other applied terms. If there is any conflict in Utop Terms of Service, and Privacy Policies and the agreements, the order of precedence will only apply in the need of resolving any arised conflict: Utop Terms of Service, Utop Privacy Policies, and the agreements.
3. You confirm and agree that the Service will be able to access and modify the storage data for your Utop account, including information from Supported Platforms. You are responsible for all activities that occur with your Utop account and you agree to maintain the security and secret of your username and your Utop account password at all times. You must promptly notify Utop if you know or doubt any security violations, including any loss, theft, disclosure, or illegal use of the Utop account, your username, or password. Utop cannot and will not be responsible for any loss or damage of your negligence in maintaining the security of your Utop account and/or your password.
4. If your Utop account is deactivated for any reasons, your access to the Service will also be terminated.
5. If you register the Service on behalf of your employer, you declare and guarantee that you have authorized permission to use the Service, including connecting your Utop account with the Service and binding your employer with our Terms of Service.

4. General terms:

1. You confirm and agree that we can modify these Terms at any time by posting the updated Terms of Service and relevant modification at the URL (updating ...) and the modification of the Terms of Service takes effect right from the date of posting. The fact that you continue to use the Service after the modified Terms of Service is posted means that you have confirmed and accepted the updated Terms of Service. If you do not agree with any changes to the Terms of Service, do not continue using the Service.
2. You must not use the Service for any illegal purposes as well as when using the Service, you must not violate any law in the legal area that you are under
3. You must not use the Service when violating the terms and conditions applying to any third-party services that you can use related to the Service. If we are notified that you have violated the terms of third-party services, we can, according to our own and absolute decision, terminate your access to the Service. To avoid suspicion, Utop is not responsible for supervising, executing, or ensuring your compliance with the terms and conditions applying to other third-party services, such as being more detailed in the VI section below.
4. You agree not to recreate, duplicate, copy, sell, or exploit any part of the Service, the use of the Service, or access to the Service without our written consent and permission.

5. Our authorities:

1. We have the right to modify, including but not limited to adding or removing features; stopping or terminating the Service or any part of it; deactivating your Utop account or restricting your right to access the Service, for any reason without notice at any time. We will not be responsible for you or any third party for any modification, stopping or terminating the Service/ any part of the Service or deactivating your Utop account or restricting your right to access the Service.
2. We have the right to decline providing the Service to anyone, for any reason, at any time.
3. We can, but with no obligations, delete without notice any of the customer's published content (as defined in section X) that we determine to be illegal according to our consideration such as insulting, threatening, smearing, defaming, pornography, obscene, violating the intellectual property of any party or this Terms of Service.
4. The violation of any terms of the Terms of Service, as determined in our sole decision, can lead to immediate termination of your access to the Service. Unlimited any other remedies we have, we can suspend or terminate your access to the Service if we suspect that you have participated in fraudulent activities related to the Service.
5. The abuse in any oral or written form (including threats of abuse or revenge) for any Utop staff members will lead to immediate termination of the Service.
6. We have the right, but not required, to limit the availability of the Service, or products and services provided by the Service, for anyone, in any geographical or legal area. We can execute this right in each specific case.
7. We have the right to provide the Service to your competitors and do not promise any exclusiveness in any specific market segment. You also have to confirm and accept that UTOP employees and contractors can also use the Service and can compete with you, although they may not use your private information when doing so.

6. Third-party service:

1. You accept that the Service may allow or support you to access, interact and/or purchase services from other third parties through software, applications, products, services, or page links from the third-party website (collectively referred to as "third-party services") for your consideration or use. Third-party services are only provided to create convenience and the purchase, access, or use of any third-party services like that is just between you and the current third-party service supplier (hereinafter "Third-party supplier"). You will bear all the risks arising from your own decision of using any third party services provided through the Service. In addition to these Terms of Service, you must read and agree with additional terms specifically for services and/or privacy policies applying to that third-party service before you use them with the Service.
2. We do not provide any guarantee for third-party services. You accept that Utop has no authority to third-party service and will not be responsible or take legal obligations to anyone about third-party services. Any problem caused by or related to third-party services needs to be taken to the current third-party service supplier and will not be processed by UTOP. The availability of third-party services on the website or allowing the use of third-party services does not imply any acceptance, authorization, funding, or link by/with Utop.
3. Utop is not responsible for any advertisements, social network posts or messages that are denied or cancelled by third-party services and Utop is not responsible for managing register cancellation options. All advertising and registration cancellation processes are managed by third-party services and completely under the decision of third-party services and Utop does not know or control those processes. All questions related to third-party services, including rejected or non - distributed advertisements or registration cancellation, must be transferred to the Third-party supplier.
4. If you install or enable third-party services to use with the Service, you provide us the right to give permission to the current Third-party supplier to access your data and perform any required actions to the third-party interaction with the Service and all other data exchange or interactions between you and the Third-party supplier is only between you and the third-party supplier. Utop is not responsible for any disclosure, modification, or deletion of data or content of your customer or for any corresponding losses and damage you may suffer, due to the access of the third-party or a Third-party supplier in your data or client content.
5. In all cases, Utop will not take responsibility for any direct, indirect, incidental, special, consequential, extraordinary, indemnification in the form of punishments, or any other loss, arising from any third-party service or your contractual relationship with any third-party supplier. These limitations will be applied even when UTOP has been notified about the possibility of those damages. The limits mentioned above will be applied within the maximum scope of the current law.
6. You agree to indemnify and hold harmless us and (if any) parent company, subsidiaries, branches, Utop partners, employers, directors, agents, staffs, and our suppliers from any complaint or requirement, including the reasonable cost of a lawyer, arising from the use of a third-party service or your relationship with a third-party supplier.

7. For greater certainty, applications are developed, supported, and maintained by Utop and according to the purposes of this Term of Service, Utop is considered a third-party supplier of those applications.

7. Intellectual property:

1. You give UTOP a limited, worldwide license, no exclusiveness, without the right to grant a sub-license, to access, use, reproduce, electronically distribute, transmit, execute, format, display, store, and make a list of Customer content with the purpose of supporting you to use the Service and provide the Service for you. Utop can also use Customer Content for the purpose of supporting and developing the website or Utop applications, provided that when doing so, Utop can only use anonymous and aggregate Customer Content data.. Subject only to the limited license expressly granted herein, you will retain all the rights, ownership, and benefits of Customer Content and all intellectual property rights in it. Nothing in this agreement will give Utop any ownership or benefits to the Customer Content.

2. You are completely responsible for the Customer Content you upload, publish, display, connect or provide through the Service and you agree that UTOP only allows distributing and publishing online Customer Content. Utop will not review, share, distribute or refer to any Customer Content unless provided here, as prescribed in the Privacy Policy of UTOP URL (updating ...) or as legal requirements. Regardless of the above mentioned, Utop still has the right to delete any of the uploaded Customer Content that we consider to be violated these Terms of Service, according to our own decision.

3. You accept and agree that the Service, including but not limited, to any software, documents, design, applications, websites, tools, and related products, and any modifications, improvements, and updates in it, all intellectual property rights belong to Utop only.

8. Data protection and security:

1. Utop commits to protecting the privacy of your personal information and your customer information. By using the Service, you confirm and agree that Utop's act of collecting, using, and disclosing this personal information is pursuant to our Privacy Policy.

2. In addition, if you are not in Vietnam, you must comply with the laws of your region or country.

9. Expenses:

1. You can pay for UTOP service fees in cash or transfer directly via the payment gateway at UTOP. After payment, the system will send an online invoice to your email (which you provided when registering). The system will send notifications about the time for payment to your email 3 days earlier (or more). If you do not pay on time, you will only have 15 more days of use and after 15 days, your account will be limited in functions.

2. If you are not in Vietnam, you must comply with your region's laws and taxes.

3. We can change our fees at any time by posting a new price list on our website and/or sending notifications to you via email.

4. Fees you pay to a third party service supplier linked or displayed on the Utop's application and platform will be made between you and the 3rd party, Utop will not be responsible for this paid fees.

5. We provide an independent service to support your business, therefore, we are not responsible for any taxes or fees associated with your business. You will take responsibility for accounting, revenue recognition, and reporting to the relevant government authorities.

6. We do not support refunds.

10. Prohibited uses:

1. In addition to other prohibitions as prescribed in the Terms of Service, you are also restricted from sending Customer Content or using the Service:

- (a) to violate any laws, regulations, rules, or international, federal, or local ordinances;
- (b) to invade or violate our intellectual property rights or the intellectual property rights of others;
- (c) to upload or transmit any data, file, software, or links of the Service to the virus, Trojan horse, computer worms, or other harmful components;
- (d) to harass, abuse, insult, harm, defame, slander, disdain, threats or discriminate based on gender, sexual, religious, ethnic, race tendencies, age, national origin, or disability;
- (e) to send false or misleading information;
- (f) to upload or transmit viruses or any other types of malicious or destructive codes;
- (g) to collect or control other people's personal information;
- (h) to spam, cyber attacks such as Phishing, Pharming, Pretext, Spider, Crawl or Scrape;
- (i) for any obscene or immoral purpose;
- (j) to interfere or break the security features of the Service or any related websites, applications, or other websites, applications, or the Internet;
- (k) to try to reverse the design, reverse the translation, hack, disable, intervene, disassemble, copy or break the integrity or performance of the Service;
- (l) to access the Service to build a competitive product or service or copy any ideas, features, functions, or graphics of the service.
- (m) to sell, permit or buy data on the platform.

11. Declaration of warranty refusal and limitation of liability:

1. You acknowledge and agree that Utop will not take responsibility for any direct, indirect, incidental, special, consequential, extraordinary, indemnification in the form of punishment, including but not limited to causing damage to profit, trust, use, data, or other intangible losses caused by use or unable to use the Service because some legal areas do not allow elimination or limited liability for damaging results or additional, in those legal areas, our liability will be limited to the maximum scope allowed by law.

2. You agree to indemnify, protect and hold harmless Utop, branches, employers, directors, employees, agents, and its licensors from all complaints, losses, damages, penalties, liabilities, and costs, including the cost of lawyers, in any form or nature related to complaints:
- (a) Allegations that the Customer Content or the use of the Service violates the intellectual property rights, privacy, or other third-party rights or current law violations;
 - (b) Arise from you violating these Terms of Service or reference documents;
 - (c) Arise from you use a third-party service or your relationship with a third-party supplier;
 - (d) Allegations of any information transferred through the Service violate current laws.
3. Your use of the Service is at your own risk. The Service is provided on the "as - is" and "available" basis without any transparent, implied warranty or condition, or according to the law.
4. Utop ensures:
- The operation of the system's functions;
 - The system maintenance and reception of customer comments to adjust the function to the business needs of the majority of customers;
 - The customers support in case there are technical problems arising from the system.
5. You will be solely responsible for your decision of using any documents or information from the Service.
6. We have no obligation to update, modify or clarify information in the service, including but not limited, to the price information, unless the law requires it. There is no specific new update date applied in the Service, showing that all information in the Service has been revised or updated.

12. Governing Law:

These Terms of Service and any distinct agreement will be governed and interpreted under Vietnamese Law.

13. Severability:

In case any terms of this Terms of Service are determined by the Court with jurisdiction to be illegal, invalid, or unable to execute, that term will still take effect at the maximum scope that is allowed by current law, the part that cannot be enforced will be considered to be cut out from these Terms of Service and that decision will not affect the validity and execution capacity of any remaining terms.

14. Termination:

These Terms of Service are valid unless and until your and our termination. If you don't want to use the service anymore, you can deactivate your Utop account according to the current terms. If you are unable to terminate the service due to our sole discretion, or we suspect that you have not complied with any terms of this Terms of Service, we can terminate this Terms of Service at any time without notice and as a result, we can refuse your access to the Service, UTOP account or any part of it. The obligations (including payment obligations, if any) and debts arising before the date of termination of the Service will still exist after the termination of this Terms of Service for all purposes.

15. Waiver and entire agreement:

1. The fact that we do not perform or enforce any rights or regulations in this Terms of Service will not imply the abandonment of the rights or terms.
2. This Terms of Service and any policies or operating rules integrated into this Terms of Service or posted related to the Service constitute the entire agreement and understanding between you and us, at the same time control your use of the Service, replace all agreements, exchanges and proposes before or at the same time, whether in oral or written form, between you and UTOP (included but not limited to any previous version of the Terms of Service).

16. Force Majeure

“Neither party shall be responsible for any delay or failure in performance of any part of this Term of Service to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. if a party's performance is delayed for a period of thirty (30) days from the date the other party receives notice under this provision, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.
