

TERMS OF USE OF THE WEBSITE

JAPAN SECURITIES CO., LTD.

These Terms of Use of the Website (hereinafter referred to as the “Terms of Use”) govern the relationship, rights, and obligations between Japan Securities Co., Ltd and Customers regarding the provision and use of information, content, and services available on the Website <https://www.japan-sec.vn/>.

By accessing or using any content, functions, or features on this Website, users are deemed to have carefully read, fully understood, and agreed to comply with these Terms of Use. JSI reserves the right to amend or update these Terms of Use at any time without prior notice, and such amendments or updates shall take effect immediately upon being published on the Website.

Article 1 DEFINITIONS

- 1.1. **“JSI”** or **“the Company”** refers to Japan Securities Co., Ltd, established and operating under the License for Establishment and Operation No. 129/GP-UBCK issued by the State Securities Commission of Vietnam on August 10, 2021.
- 1.2. **“Customer”** or **“User”** refers to any individual, organization, or entity that accesses and uses any function or service provided on the Website <https://www.japan-sec.vn/> in any form.
- 1.3. **“Website”** refers to the website <https://www.japan-sec.vn/>, including all linked pages related to products, services, and other online platforms managed and operated by JSI.
- 1.4. **“Terms of Use”** include the mandatory provisions that all Users of the Website are required to comply with.

Article 2 COPYRIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 2.1. All information, products, and services posted on the Website in any form - including but not limited to data, designs, content, trademarks, logos, images, sounds, videos, software, and other resources - are the lawful intellectual property of JSI, unless otherwise expressly announced by JSI. These rights are protected under the intellectual property and copyright laws of Vietnam as well as relevant international treaties.
- 2.2. In the event that a copyright owner, partner, or licensee discovers that any information or materials on the Website show signs of infringing intellectual property rights, they are requested to send information and/or a notice to JSI together with the following documents:

- Documents or evidence proving their lawful ownership;
- Documents or evidence clearly demonstrating the copyright infringement;
- Specific information enabling JSI to identify the allegedly infringing content or materials; and
- A written confirmation stating that the use of such materials is not authorized by the copyright owner or a duly authorized representative.

JSI shall review and handle the complaint in accordance with applicable laws, including the right to remove or restrict access to infringing content as required by law.

- 2.3. Website users shall bear full legal responsibility for any acts of copyright infringement, violation of intellectual property rights, or any other illegal or unethical conduct during the use of the Website. JSI reserves the full right to take all necessary legal measures to prevent and handle such violations. JSI shall not be liable for any damages arising from the violations committed by users or third parties.
- 2.4. Any use of JSI's intellectual property must comply with the laws of Vietnam and be subject to JSI's prior written consent.

Article 3 TERMS OF USE

- 3.1. JSI strictly prohibits any unauthorized use of the Website, including but not limited to:
 - Copying, modifying, distributing, transmitting, or otherwise exploiting any content on the Website without JSI's prior written consent;
 - Using the Website for fraudulent purposes, system disruption, cyberattacks, unauthorized data collection, or any activity in violation of information security regulations.
- 3.2. JSI may disclose or transfer any information provided by Customers through the Website to:
 - JSI's subsidiaries, partners, service providers, or authorized parties for the purposes of supporting, implementing, and providing JSI's products and services;
 - Competent third parties when JSI is required to disclose such information in accordance with the law;
 - Other organizations or individuals with the Customer's consent.

JSI is committed not to disclose Customers' personal information to any third party except in the cases specified above. The processing, storage, and sharing of Customer data shall be carried out in accordance with JSI's regulations on [Protection and Process of the Personal Data](#).

- 3.3. Customers are permitted to view, download, store, and print information provided on the Website for personal or internal use, provided that all copyright notices and source citations are retained, and the content is not modified.
- 3.4. Customers shall not allowed to copy, disclose, publish, transmit, or reproduce any information obtained from JSI's Website, whether in whole or in part, in any form, to any third party without JSI's prior written consent.
- 3.5. Customers agree that JSI may monitor, track, and record any activities on the Website to ensure system security and improve service quality. The collection and processing of such data shall be carried out in accordance with JSI's regulations on [Protection and Process of the Personal Data.](#)
- 3.6. In cases where access to certain parts of the Website requires identification information and a password, Customers are responsible for establishing and maintaining necessary security measures to protect their information and must not share or allow any other individual to use such information. JSI shall not be liable for any damages arising from the Customer's sharing or disclosure of their login information.
- 3.7. Customers must immediately notify JSI upon detecting any unauthorized use of their password or account, or any other breach of security. JSI shall not be liable for any loss arising from the loss or compromise of an account due to the user's fault or negligence, whether accidental or intentional, prior to the time JSI receives the security incident notification.
- 3.8. JSI reserves the right to suspend or terminate a Customer's access to the Website without prior notice if it detects or has reasonable grounds to believe that the Customer has violated these Terms of Use or applicable laws. JSI also reserves the right to claim compensation for damages (if any) caused to the Company or any third party as a result of such violations.

Article 4. DISCLAIMER OF WARRANTIES

- 4.1. The information on the Website is provided by JSI from sources that JSI considers reliable, for reference purposes only. It does not constitute an offer, solicitation, or recommendation to buy, sell, or invest in any product, security, or financial instrument, nor is it intended as advice to participate in any specific transaction. JSI makes no warranty and assumes no responsibility for the accuracy, completeness, or timeliness of such information, and shall not be liable for any financial losses or legal violations arising from the use of such information.
- 4.2. JSI reserves the right—at any time and for any reason, for editorial or business purposes of the Company—to change or remove any content, form of information, product, or service on the Website without prior notice. JSI shall not be liable for any loss or damage arising from such changes, to the extent permitted by law.

- 4.3. JSI shall not be legally liable in the event that the Customer or any third party is unable to access, experiences connection interruptions, data transmission errors, virus infections, or any other incidents arising during the use of the Website due to technical issues, system failures, third-party service providers, or other force majeure events, even if JSI has been notified or warned of the possibility of such damages.
- 4.4. This Website may provide links to third-party websites solely for user convenience. Accordingly, JSI makes no representations or warranties regarding the content of such third-party websites or any link contained within a linked website. JSI shall not be liable for any losses or damages arising from the Customer's access to or use of such links.
- 4.5. JSI does not guarantee that the Customer's use of information or services provided on this Website will not infringe upon any patents, copyrights, intellectual property rights, or other lawful rights of third parties. JSI shall not be legally responsible for any violations, claims, or damages resulting from the use of such information or services.
- 4.6. By accessing and using this Website, the Customer acknowledges, understands, and agrees that all risks related to the use of the Website shall be borne solely by the Customer.

Article 5 GOVERNING LAW AND JURISDICTION

- 5.1. In the event that any provision of these Terms of Use is deemed invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be considered null and void but shall not affect the validity or enforceability of the remaining provisions.
- 5.2. These Terms of Use shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam. Any disputes arising out of or in connection with these Terms of Use or the use of the Website shall be submitted to the competent People's Court where JSI's head office is located for resolution.

– JAPAN SECURITIES CO., LTD –