TERMS OF USE

This is a legal agreement between you ("you," "your") – we mean the customers who are using the CUKCUK software system and MISA Corporation, stipulating the terms and conditions of use Restaurant management software service CUKCUK. This agreement is an electronic contract between the two parties. By clicking on the "Agree" button when registering to use, you agree that these terms will apply if you choose to access or use the service and click operation is equivalent to the two parties have signed contracts.

Article 1: The terms used in this agreement

1. **Software**: Restaurant management software CUKCUK provided by MISA including: online web-based management version and installed versions on computers, tablets, phones, smart TVs and other supporting applications accompanied with CUKCUK software.

2. **System**: Includes servers located at MISA data center, installed system softwares and CUKCUK software.

3. **MISA**: MISA Joint Stock Company, CUKCUK software service provider.

4. **Customer**: An organization or individual who register for a trial or pay for CUKCUK software service.

5. **Authorized agent**: An organization with legal status or individual permitted by MISA to offer, provide and collect fees for MISA software products/services. Information of authorized agents is officially published on MISA websites and communication channels.

6. **Activation fee**: The fee that you pay to MISA to initialize the domain for the first time.

7. **Subscription fee**: The fee that you pay to MISA to maintain the use of the software. Subscription fee is calculated monthly and you can pay in advance for many months before ordering.

8. **Subscription period**: The time you are granted the right to use CUKCUK software service upon registration and fee payment agreement with MISA.

9. **Renew the subscription**: MISA provides additional time for using CUKCUK software service to you according to the agreement of both parties.

10. **Derivative information**: The information is summarized and deduced from the original information created by you in MISA software. For example: Information derived from restaurant management software may be the report on the average expenditure of Vietnamese for catering service, average monthly spending ...

Article 2: Privacy Policy

1. Please refer to CUKCUK's Privacy Policy, available at [Security Policy](#) for information on how CUKCUK collects, uses and discloses personally identifiable information from Users.

2. By using CUKCUK Services you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy. Furthermore, as a Subscriber, you agree to establish and maintain a privacy policy that complies with local laws in your rightful power and that is consistent with the CUKCUK Privacy Policy. You agree that CUKCUK may collect, maintain and use non-personally identifiable data including User Content in aggregated form for its business purposes, including the improvement and enhancement of its services …

Article 3: Right to use the software

1. You can use all the features of the software during the period of the subscription.

2. Subscribers registered and paid for use will be granted a domain named according to your registration to use and contain customer data. In case you want to change another domain name, please request to change domain name according to MISA's regulations. After granting a new domain name, MISA will cancel the subscription of the old domain name to ensure each customer subscription has only one domain name maintained.

3. You are not allowed to use software services to do data updates, send emails, write articles, transmit data and other acts with these following purposes:

> a. Harming or disturbing others or causing damages to people and property;
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> b. Involving in the publication of fraudulent information or documents, discreditation, harassment or obscenity;
>
> c. Infringing upon privacy or religious, gender and disability discrimination;
>
> d. Infringing upon intellectual property rights or other property rights;
>
> e. Interfering with or disrupting the Service (including but not limit to access to the Service through any means of machinery or software);
>
> f. Breach of the law.

4. Before expiration, you need to renew the subscription to continue using the software. The time of renewal is calculated from the expiry date of the previous registration.

5. When the subscription expires, the software will not allow you to log in.

6. When the subscriber is overdue for more than 30 days, if you have not completed the registration and payment for the subscription extension, MISA will cancel the subscription and delete customer data. You are unable to use CUKCUK software service after the subscription is being cancel.

7. When cancelling a subscription using CUKCUK software, MISA will notify via email in case:

    a. You do not register and pay for renewal to MISA if the expiry period exceeds 30 days;

    b. You require cancelling the software subscription;

    c. You violate the purpose of using the software stated in this agreement;

    d. You violate the laws and the authority requires MISA to stop providing subscription services to you.

Article 4: Price policy and payment method

1. You pay for the activation and subscription fee to MISA when starting to use the software.

2. You are responsible for paying 100% of the value of the package of products / services that you choose to buy immediately after you send the order to MISA or MISA's Authorized agents.

3. The time for starting the subscription fee is calculated from the date MISA transfers your information to access the software based on MISA notification email.

4. The payment of the next period must be made before the expiry date of the previous subscription period. MISA or MISA's Authorized agents will send the notification of the subscription fee that you are using.

5. MISA has the power to adjust subscription fees and publish them directly on the website https://www.cukcuk.com. In case you have paid the subscription fee in advance for many periods, the subscription fee will not change during the term that you have paid.

6. You are responsible for paying MISA by cash, bank transfer or online payment via a third party such as banks or partners. In case of cash payment, you must only pay MISA staff who presents the following documents: Introduction letter of the Company / Representative Office of MISA Joint Stock Company about receive cash (specify the amount), MISA employee card, original identity card or identity card of the person listed in the referral.

7. MISA does not accept refunds after MISA has completed the obligation to transfer products and services to you.

8. MISA or MISA's Authorized agents will issue and send invoices based on the information provided after receiving 100% of your payment for the package value accordance with the issuance rule of MISA or MISA's Authorized agents

Article 5: Hand over products and services

1. MISA is responsible for handing over to you the right to use the software within 7 days after you complete payment obligations for MISA.

2. You are responsible for logging in the software to check the expiry date according to the access information sent by MISA via email. When you log into the software, it seems that MISA has fulfilled the obligation to hand over the product and the charge starts from this point.

3. You are responsible for preparing equipment, manpower and transmission lines in accordance with MISA's recommendations stated in the software to organize the exploitation and operation of the software system.

4. You are responsible for receiving and using the software in accordance with MISA's guidelines and recommendations published in the software.

5. When receiving the access account from MISA, you are responsible for changing the default password in the first time using the software.

Article 6: Consulting and supporting service

1. MISA and MISA's Authorized agents are responsible for providing supporting and consulting services during the use of CUKCUK software through customer supporting and consulting channels such as email, hotline and other forms of support, which are published at the website http://www.cukcuk.com.

2. You actively use and exploit the instruction documents, movies at http://help.cukcuk.com and other supporting pages, which are published at at the website http://www.cukcuk.com.

3. When using the consulting/supporting service of MISA or MISA's Authorized agents through Support center (if available), you accept to pay telephone fees in accordance with the regulations of the telecom service provider.

4. Supporting and consulting services through other forms (such as supporting and consulting services at your requested locations, re-training service for you) will be agreed on by both sides about the cost and method with the documents when request arises.

Article 7: Update, warranty, maintenance

1. MISA is responsible for ensuring technical conditions so that you can use the software 24 hours a day and 7 days a week except for maintenance, upgrading and troubleshooting time for the system. The system downtime for maintenance or upgrading or synchronizing will be notified by MISA directly in the software in advance. Maintenance or upgrading schedules or backups will be done daily or weekly or monthly or annually and preferably at night when the system is least used.

2. MISA is responsible for troubleshooting problems of the system at least 8 working hours after receiving your requests.

3. MISA is responsible for updating the latest version of the free software to use during the subscription period that you have registered and paid for MISA.

4. You agree to accept all necessary corrections, bug fixes, upgrades and maintenance so that the features of the service can operate correctly and ensure the security of the service. Except for emergencies, MISA will notify you of the schedule of these bug fixes and upgrades in advance.

5. When the subcription is nearly expired, MISA or MISA's Authorized agents takes responsibility for informing you directly on CUKCUK software as follows:

a. Within 30 days before the expiration date: Notify you the remaining time of the subscription and instruct you to renew the subscription procedure;

b. When the subscription expires, MISA will notify that the subscription has expired, you need to renew it to continue using the software;

c. Expired for more than 30 days, MISA will do the subscription cancellation and remove customer data.

6. You can look up the expiry time of the subscriber directly on the software according to the user instruction documents of the software.

Article 8:   Service trial (Free trial)

1. You can register their trial account at website https://www.cukcuk.com. When using the trial CUKCUK software, you can:

a. Make full use of all software functions;

b. The trial period is at least 15 days accordance with the trial policy of MISA or MISA's Authorized agents

2. MISA will inform the terms of using CUKCUK trial software as follows:

a. Within 15 days before the expiration date, MISA will notify the remaining using period and instruct you to complete the official registration procedure;

b. At the end of the trial period, MISA will notify that the trial subscription has expired, you need to subcribe for official use to continue using the software;

c. If the trial period expired more than 30 days, MISA will do subscription cancellation and delete customer trial data

3. When you register for the trial of CUKCUK software service, MISA will provide free service to you until:

a. You officially use the service;

b. Trial period expires.

4. MISA is not responsible for any customer interests related to this trial process.

5. At the end of the trial period, all customer trial data will be removed from the system, unless you register to the official subscription form and is accepted by MISA.

Article 9: Security

1. MISA or MISA's Authorized agents are responsible for implementing and maintaining all administrative, physical and technical safeguards to ensure the confidentiality and integrity of customer data. MISA commits:

> a. Do not modify customer data without your consent or not for the purpose of overcoming errors or incidents;

> b. Do not disclose customer data unless it is required by law or authorized by yourselves;

> c. Do not access data and/or alter customer data except for correcting technical errors or your requests when using support services.

2. MISA or MISA's Authorized agents are responsible for securing all information about your data and is not allowed to disclose to any other third party except as required by the competent authorities. MISA is not responsible for any data loss or confidentiality of customer information accidentally or intentionally caused.

3. You are responsible for identifying and validating the rights of all users to access customer data.

4. You are responsible for securing user account information confidentially.

5. You are responsible for all activities performed by the user accounts and are responsible for notifying MISA of unauthorized access immediately.

6. MISA does not have any responsibility of damages caused, including that individuals who do not have right to access to the service due to a device, software, or internal network error, or any customer recklessness.

7. To the scope of this agreement, "Confidential Information" includes: Customer data, proprietary technology of each party, business process and product technical information, design, and the entire process of interaction between the two parties involved in the service. In addition to the mentioned content above, "Confidential Information" does not include information:

> a. Known by the public;

> b. Known in the industry before revealing;

> c. Known by the public not to be the fault of the receiving party;

d. The aggregated data does not contain any personal information or specific customer information.

8. You and MISA or MISA's Authorized agents agree:

    a. Take necessary measures to keep confidential all "Confidential Information";

    b. Do not copy, provide part or all of confidential information to any other third party without the consent of the party with the ownership of "Confidential Information";

    c. Do not use the "Confidential Information" provided by the parties for other purposes apart from implementing this agreement.

Article 10:   Software and data copyright

1. MISA is the owner and has copyright for CUKCUK software.

2. You have right to use the software to create data for the organization work and have right to download the data entered by themselves into the system during the software subscription period.

3. You agree that the product / service includes and not limited to the followings: user interface, audio clip, video, instruction content and software used to implement products / services owned by MISA and protected by intellectual property and copyright laws. You agree not to use such proprietary information or materials in any manner except for the purpose of using the product / service under this Agreement. No part of the product / service may be copied in any form or by any means, unless precisely permitted under these terms.

4. You agrees not to modify, rent, lease, lend, sell, distribute, or create derivative products based on products / services in any way, and not to exploit products / services in any unauthorized manner, including and not limiting to infringement or burdening on the capacity of the network system.

5. The use of software or any part of the product / service, unless the use of the product / service authorized under this agreement, is prohibited and infringes the intellectual property rights, and you are subject to sanctions in accordance with administrative, criminal and civil laws including monetary compensation for copyright infringement.

6. In order for MISA to provide service software, you agree to let MISA to handle and transmit your data.

Article 11:   The limitation of MISA's responsibility in using software

1. MISA has the right but no obligation in carrying out corrective actions if you violate the terms and conditions in this agreement. MISA does not have any liability in any situations that MISA

takes corrective actions. You are the only subjects responsible for accuracy, quality, integrity, legality, reliability and suitability for all of his data.

2. MISA may suggest and you may choose to agree to use features that are not yet widely released and have not been fully censored in terms of quality according to MISA procedures (Beta functions). The purpose of this is for you to censor and provide feedback to MISA. You are completely responsible for the risks when using these functions. MISA does not guarantee the correctness and completeness of Beta functions nor is responsible for errors or damages caused by the use of Beta functions.

Article 12: Information / announcements

During the time using the software, you agree to receive information / notices sent by MISA with the following content and methods:

1. The content of notices includes and is not limited to the following types of information:

> a. Information about new features of the product
>
> b. Information about new versions of the product
>
> c. Information about related products
>
> d. Information about the content of articles or newsletters that MISA assumes may be useful to you during the operation

2. Methods of sending notice include and are not limited to the following forms:

> a. Notice directly on the product screen
>
> b. Email notification
>
> c. Notifications via mobile phone messages
>
> d. Phone notification
>
> e. Text notification
>
> f. Directly meeting notification
>
> g. Other forms of notification

Article 13: Derivative information

MISA is entitled to use derivative information from a part or all of the information created by yourselves when using MISA products for the purposes of research and development of the product, markets and consumer habits and other purposes that can be profitable or not profitable.

MISA commits that this derivative information does not contain any specific data regarding personal information (name, phone number, etc.), specific transactions or business confidential information as described in section 1.

Article 14: Limited liability and service implementation

1. MISA does not guarantee, declare, or ensure that your use of MISA products / services will be uninterrupted or error-free, or that products / services will meet your requirements or all errors on the software and / or documents will be corrected or the overall system ensuring the operation of software products / services (including but not limited to: internet, other transmission networks, internal networks and your devices) will have no virus or harmful components.

2. MISA does not guarantee in any forms, whether explicitly or implicitly about conditions such as quality satisfaction, suitability for specific needs or non-infringement of third party. MISA services are provided to you in the form of "by status - as is" and "available - as available" for you to use. You will take full responsibility in determining whether the product / service or information generated from the product / service is correct and adequate for your intended use.

3. Under no circumstances will MISA be liable for any direct, indirect, incidental, especially, consequential or punitive damages, including but not limited to damages due to loss of revenue, profits, business advantages, operational interruption, loss of data as a result of:

> a. The use or failure to use of the product / service;
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> b. Any changes to the product / service;
>
> c. Unauthorized access or data conversion;
>
> d. Delete, corrupt, or unsave data on or through the product / service;
>
> e. Statements or behaviours of any third party about the product / service;
>
> f. Any other issues related to the product / service.

4. In case MISA's product uses third party services such as weather forecast, securities, exchange rate, ..., MISA commits not to charge but does not guarantee the accuracy of the information in the application / service or the incidence that a third party has updated the system, which leads to the unstability or service downtime. Therefore, users must consider when using these services.

5. MISA is exempted from implementing the abovementioned obligations in case of force majeure stated in this agreement.

Article 15: Responsibility to handle security incidents

1. In case you discover security problems of MISA software, you are responsible to immediately inform MISA by pressing Feedback button right on the product screen or calling MISA's or

MISA's Authorized agents'staffs. Software security incidents include but are not limited to these following cases:

a. Loss or changes of data on the software without obvious causes.

b. Product discontinuity.

c. Suspicion of being attacked by hackers.

2. When information security incidents occur related to MISA products, MISA will be responsible for investigating to troubleshoot and restore data to you. During the investigation and troubleshooting process, you are responsible for participating if MISA requests.

3. MISA is responsible for notifying competent authorities if MISA has suspicions about security incidents caused by hackers, computer viruses attack MISA's data center before 72 working hours from the time recognizing the problems.

Article 16: Services provided by the Third Partner

1. You have right to use the services of the Third Partner MISA provided during the subscription period of the Software.

2. You need to understand that MISA provides third party services only for the purpose of increasing the utility for your using MISA Software. You may choose to use or not use the services of a Third Partner.

3. During the period of using the Third Partner's services, you need to comply with the Third Partner's conditions, regulations and instructions about providing services to you; MISA's guidelines published in the Software and accordance with current law.

4. You actively contact the Third Partner for assistance when arise problems related to delivery time, delivery status, payment transactions, lookup of balances or issues related to the approval of goods published on the e-commerce/ social network, ...

5. You actively contact MISA or other Authorized agents of MISA through supporting channels announced on the website https://www.cukcuk.com when there are concerns about the use of software features stated in the user manual, which related to the Third Partner's service.

6. You are responsibile for his/her own violation, which leads to consequences or is administratively or criminally sanctioned in any case, for any reason.

7. In any case, MISA is not responsible for any direct, indirect, or incidental damages when you use the services provided by the Third Partner on the software.

8. For incidents, upgrading from the Third Partner system, the time for recovery and upgrading will be followed by the notification of the Third Partner.

Article 17: Force majeure

In case of force majeure, the two parties are not obliged to perform their responsibilities in this agreement. The two parties agreed to consider the following cases force majeure:

1. Natural disasters and enemy which intercepts, sabotages, blocks or discontinues connection to MISA's data center.

2. Extensive power outages; breakdown of telecommunication cables which causes congestion or discontinuity of telecommunication and Internet connection to MISA data center.

3. Hackers, computer viruses attack MISA's data center, which leads to interruption, block or destroy of software and data.

4. Other force majeure incidents as prescribed by law.

Article 18: Suspension and termination of the agreement

1. This agreement commences from the date you agree and terminates when all the subscriptions issued with this agreement expire. In case you use a trial domain without converting to subscription before the trial expires, this agreement will be terminated when the trial expires.

2. MISA has the power to suspend the use of the service in these following cases:

> a. You do not register for renewal and pay the cost of using the product / service after 30 days overdue;
>
> b. MISA believes that your provied service involves denial of service, spamming, illegal activities or the use of the product / service is detrimental to MISA and other persons.

3. The agreement is considered terminated in these following cases:

> a. MISA unilaterally terminates the agreement because you do not complete the payment obligation to MISA under the agreement between the two parties;
>
> b. MISA unilaterally terminates the agreement upon the request of the court and the competent authority;
>
> c. You send a notification to request the termination of the subscription agreement to MISA or MISA's Authorized agents in writing.

4. MISA has no obligation to refund any expenses that you have paid in case of the termination of the agreement for above-mentioned reasons. MISA is only responsible for the maintenance of your data on the system for maximum 30 days from the date of termination.

Article 19: Terms of amendment and supplement

1. MISA has the right to amend and supple the terms of the service use agreement and publish on the website https://www.cukcuk.com and on the software.

2. In case you do not agree on such amendment and supplement terms, you may stop using the software.

Article 20:   Legal basis

This agreement is composed:

1. Pursuant to Civil Code No. 91/2015 / QH13 dated November 24, 2015;

2. Pursuant to Commercial Law No. 36/2005 / QH11 dated 14/6/2015;

3. Pursuant to the Information Technology Law No. 67/2006 / QH11 dated June 29, 2006;

Article 21:   General terms and conditions

1. In the implementation the agreement, if any problems arise, the two parties will discuss, agree and find solutions to overcome.

2. In case any disputes arise that cannot be negotiated and solved by both parties, the two parties agree to bring to a competent court in Hanoi City or international court for settlement.

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