

TERMS OF USE





GENERAL

These terms and conditions of use (the “Terms of Use”) apply to the VICOSTONE AUSTRALIA Website (hereinafter referred to as “VICOSTONE”, “we” or “us”) to help you understand our collection, use, disclosure, retention, and protection of personal information that you may provide us directly or indirectly.

It applies to VICOSTONE AUSTRALIA Website located at www.vicostone.au. By accessing, or using this Website, you agree to these Terms of Use. You acknowledge that you have read, understand, and agree to be bound by these terms and to comply with all applicable laws and regulations, including export and re-export control laws and regulations.

VICOSTONE reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use and any other information including products, services or programs contained in this Website, at any time without notice to you. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes.

RESTRICTIONS ON USE OF CONTENT AND MATERIALS

VICOSTONE or third parties granting rights to VICOSTONE hold all rights, titles, and interests in and to all materials on this Site, which are the copyrighted work of VICOSTONE and/or such third parties. As long as you comply with these Terms of Use, VICOSTONE grants you a limited, personal, non exclusive, non-commercial and non-transferable privilege to enter, use and display the materials available on the Site only for purposes associated with your personal interaction with this Website. Except as expressly provided in this "Terms of Use" or with VICOSTONE's express prior written consent, you have no rights to copy, download, display, republish, reproduce, distribute, modify, edit, alter or enhance any of the materials in any manner. This limited privilege terminates automatically, without notice to you, if you breach any of these terms. Upon termination, you must immediately destroy any downloaded and printed materials.

You acknowledge that VICOSTONE has the right to report to law enforcement authorities any actions that may be considered illegal, as well as any reports it receives of such conduct. When requested, VICOSTONE will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet or any other activity which is deemed to harm VICOSTONE's reputation, ownership and intellectual property rights.

PRIVACY AND CONFIDENTIALITY OF PERSONAL INFORMATION

VICOSTONE does not want you to send any confidential or proprietary information to VICOSTONE's Site. Please note that any of your information or materials sent to VICOSTONE will be deemed NOT to be confidential or proprietary. By sending VICOSTONE any information or materials, you grant VICOSTONE an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and other unlimited use of, those materials and/or information. You also grant VICOSTONE unlimited privilege to use any ideas, concepts, know-how, or techniques that you send to us for any purpose.

VICOSTONE will not display your name or otherwise publicize the fact that you submitted materials or other information to us unless one of the following circumstances applies:

- VICOSTONE obtains your permission to use your name;
- VICOSTONE is required to disclose of your name, sent materials and other information which are necessary to meet any applicable law, regulation, legal process or enforceable governmental request.

Personally identifiable information that you register to VICOSTONE dealing with your request

to receive products or services provided by VICOSTONE will be handled in accordance with our Privacy Policy. Please see the entire VICOSTONE's Privacy Policy on the tab titled "Privacy" on VICOSTONE AUSTRALIA Website.

GLOBAL AVAILABILITY

Information that VICOSTONE publishes on the Website may contain references and/or cross references to VICOSTONE products, programs and services that are not announced and/or available in your country. Such references do not imply that VICOSTONE intends to announce and/or make such products, programs, or services available in your country. Please consult your local VICOSTONE business representative for information regarding to the current available products, programs, and services in your area.

VICOSTONE makes no representation or warranty that any material in this Site is appropriate for use in the location in which you are situated. Accessing and/or using any materials from countries/territories where its contents are illegal is prohibited. You agree that by accessing to and/or using this Site, you do so on your own initiative and you are responsible for compliance with the applicable local laws. The products or any other information provided in this Website are subject to regulations of Vietnam.

TRADEMARKS

The VICOSTONE logo, collections' names and all products denoted with™ or ® are trademarks or registered trademarks of VICOSTONE and/or its subsidiaries and affiliated companies.

VICOSTONE trademarks are forbidden to be used for any product or service that is not authorized by VICOSTONE, its subsidiaries and affiliate companies.

LINKS

This Website may contain links to third parties' Internet Sites (Linked Sites) and/or applications but VICOSTONE has no control over such Sites. These Linked Sites and/or applications are provided solely as a convenience to our visitors. VICOSTONE does not endorse, sponsor and is not responsible or liable for any content including any information or other materials from such Sites and/or applications and without limitation any link contained in a linked Site and/or application.

VICOSTONE is not liable or responsible for any form of transaction or purchase of any product

and/or service made between you and third party, even if you learn of such party (or use any link to such party) from VICOSTONE AUSTRALIA Website.

When you access to such third party Sites and/or applications, including Websites and/or applications contain VICOSTONE Surfaces trademarks, you acknowledge and agree that:

- Such thirdparty Sites and/or applications are independent from VICOSTONE;
- VICOSTONE does not control or endorse any content of such thirdparty Sites and/or applications.

For third parties interested in linking to VICOSTONE AUSTRALIA Website, you agree that VICOSTONE reserves the right, at its sole discretion, to terminate your permission to link to this Website at any time. In such event, you agree to immediately remove all links to this Website and to cease any related use of VICOSTONE Surfaces trademarks.

Your links to this Website must be authorized by VICOSTONE's express prior written consent and MUST NOT:

- Copy and republish any materials and information from VICOSTONE's Website or by no manner of means reproduce, modify and alter the appearance and visual presentation of any content within this Website
- Imply misleading appearance about VICOSTONE's affiliation with you and your Websites and/or applications;
- Suggest false information about VICOSTONE's approval, endorsement, sponsorship, affiliation to your products and services or otherwise damage or tarnish VICOSTONE's goodwill associated with VICOSTONE name and its trademarks.

DISCLAIMER

All materials, information, products, programs, and services are provided "as is" and "as available" basis. VICOSTONE makes no warranty or guarantee that this Website or any content, product or service of the Site will be uninterrupted, timely, secure, error-free or provide specific results.

Your access and use of the Website is at your sole risk. VICOSTONE cannot guarantee any file, information, product, promotion, service or other materials that you download or obtain from the Website will be free of viruses, worms, Trojan horses, and other potentially destructive programs. It is solely your responsibility for any damage or other losses arising from your access and use of the Website (including without limitation, any damage from loss of data, loss of information, damage to your electronic system, or any matter beyond its

reasonable control).

Without VICOSTONE's express prior written consent, VICOSTONE disclaims any and all liability for the acts and conduct of any third party in connection with or related to your use of the Site and/or VICOSTONE services. Such acts and conduct include without limitation any transaction of any product and service, promotion activity or any other acts and conduct by third parties. You acknowledge your sole responsibility for your use of the Website, any linked Sites or any transmission made between you and third parties.

To the fullest extent permitted by applicable law, in no event will VICOSTONE be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type related to or arising from this Website or any use of this Website, or of any Site or resource linked to, referenced, or accessed through this Website, or for the use or downloading of, or access to, any materials, information, products, or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if VICOSTONE is expressly advised of the possibility of such damages.

LIMITATION OF LIABILITY

If any term in this Terms of Use is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of these Terms of Use will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Terms of Use.

APPLICABLE LAW

Any action related to these terms will be governed by the law of Vietnam, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree to submit to the jurisdiction of the courts located in Vietnam, for the resolution of all disputes arising from or related to these terms and/or your use of the Site.