

## TERMS AND CONDITIONS

Welcome to website <u>www.touchain.net</u> - specializes in providing management solutions for travel business established and owned by TOUR CHAIN JOINT STOCK COMPANY.

Head office is located at: No. 150 Tran Luu, Ward An Phu, Thu Duc city, Ho Chi Minh City. Tel: +84 945 12 27 27

Tour Chain system <a href="https://tourchain.net">https://tourchain.net</a> and mobile applications developed by Tour Chain Joint Stock Company owned and managed by Tour Chain Joint Stock Company (hereinafter referred to as "Tour Chain"). By accessing and / or using the Website and Mobile Applications, the User acknowledges that you have read, understood and agreed by the Terms and Conditions applicable to the Tour Chain's services, provided directly or indirectly to the User through any of the methods specified by the Tour Chain below.

Please note that Tour Chain may add, change, modify, and remove the Terms and Conditions without notice in advance. Tour Chain encourages Users to regularly read the Terms and Conditions. These Terms and Conditions - even if modified from time to time to form a complete contract, may cancel and / or replace any other informal contract or agreement (expressed orally or in writing), unless otherwise specifically and explicitly stated otherwise. By continuing to use this Website after such changes have been made to the Terms and Conditions, the User agrees and accepts such changes.

## **Participants**

Citizens with civil act capacity working for travel agencies in the general tourism sector (hereinafter referred to as "Users") must be 18 years of age or older and capable of operating full civil law in accordance with the current law.

#### **Service**

Through the Tour Chain system, Tour Chain provides an online platform where Users can create and manage travel products. Travel agencies can give their own name to the required domain name provided by the domain name management company. The domain name will be hosted on the server according to the request of the customer.

Tour Chain will provide a management solution tool for travel businesses. Travel companies (Users) have contracts for service provided by any service vendors ("Service Providers for short"). Tour Chain guides data entry to serve as a basis for creating travel program services based on the imported database platform or linked through the API connectors of other providers.

Tour Chain reserves the right to disclaim any warranties or liability regarding the accuracy, completeness, completeness or suitability of all content posted on the Website.

In the event of a change due to force majeure events from nature that could result in the information provided inaccurately or incorrectly with the current search time, when



there are any problems. If any problem arises, Tour Chain Customer Care can contact the User to support Users and answer your questions.

The services on the Website offered by travel agencies may be ranked according to various criteria, including by stars, criteria and characteristics of each service, by region and may be updated. updated or revised from time to time. The classified and ranked information is for general guidance purposes only and does not guarantee the accuracy of ratings. Consequently, Tour Chain is not responsible for any claim, loss or other liability for the quality or condition of the existing Service Providers listed on the Website.

Tour Chain reserves the right not to accept any User who violates the following Terms:

Firstly, violation of the Terms and Conditions set forth by Tour Chain.

Secondly, the User is being prosecuted for criminal responsibility or is related to the criminal investigation; are obliged to abide by a decision to sanction an administrative violation on commercial or economic from a competent agency; suspect that the User has signs of crime (fraud or theft); the booking is suspicious, the service is unavailable or the Provider is no longer available.

Thirdly, the User provides inaccurate information, misleading information or has threatening words, offends, refuses to provide information in order to interfere, make it difficult or malfunction in the communication process; have a history of breaches of these Terms; is on any "black list" or "watch list" of government or international organizations.

Fourthly, the User takes any other action that could adversely impact or cause damage to the Website

## **Pricing Plan**

Depending on the service package and the needs of the travel company, Tour Chain will quote specific prices for travel businesses. The two sides will sign an economic contract based on the specific management requirements of each business.

## **Procedures and Payment methods**

Tour Chain accepts the following payment methods:

- Cash payment at Tour Chain Office: In this form, the User agrees to pay the fee to
  Us at the Tour Chain office before the payment deadline and brings the booking
  code sent to the email to the payment is accurate and fast
- Payment by bank transfer: Users pay by bank transfer via ATM, via Internet Banking or by bank transfer to the Company's account number. Thereafter, User must provide a bank transfer receipt as proof of payment for the reservation of the Service listed in our confirmation email. User must follow the procedure outlined in the confirmation email.



- Payment in the form of subscription (set recurring service billing): With the choice
  of this type, the User agrees to pay by periodic subscription monthly, quarterly or
  annually
- Bank details to transfer payment:
  - Tour Chain Joint Stock Company
  - o Banks name: Vietnam Technological and Commercial Joint Stock Bank.
  - o Branch: Techcombank An Phu, Ho Chi Minh city
  - Account Number: 190 33419 082 011
  - o SWIFT: VTCBVNVX
  - o Add: 159 Xa Lo Ha Noi, District 2, Ho Chi Minh City, Vietnam
  - o Tel: +84 (0)28 3636 6688

# Protection Policy for personal information of consumers Purpose and scope of information collection

- Information collection means that our system records and stores one or more different information that you actively provide when there is a need to use Tour Chain software products.
- When there is a need to request on Tour Chain software products; register a demo or purchase on the website, customers are required to provide personal information including full name, phone numbers and addresses for contact
- Your personal information is collected on the database recorded through input operations performed by you, including and not limited to: full name, phone number and address.
- Cookies and browsers at the time of customer access are automatically recognized by the system to assist in the privacy of the customer's personal information as well as the website's system security.

#### **Purpose of using information**

- We undertake not to rent, sell or disclose your Personal Information to unrelated third parties without your consent, except as set forth in our Privacy Policy
- The process of collecting, storing and processing your information is prioritized to serve your needs for advice on products and ordering on the website, helping to serve the processing, update the product ordered by the customer to the address requested by the customer. Provide information related to the product which controls the download of data from the website, identify the customer accessing the Web, improve the functions of the Website, support for essential communications or announcements, market research.
- Promotional information or software product information provided by us on the website will only be sent with the consent of the customer, according to the personal information that the customer has provided (including number phone and address of the customer).

#### Storage information life

Personal information of customers that we collect will be kept by us for a
period in accordance with the provisions of law or until such information
also meets the purpose and scope of use specified in these Terms and
Conditions.

## The address collecting and managing the information

• Tour Chain Joint Stock Company



• 45 An Phu, An Phu, District 2, Ho Chi Minh city

Tax code: 0315375563
Tel: + 84 945 12 27 27
Email: info@tourchain.net

### Commitment to confidentiality of customer information

- When you make transactions on the website, the security and safety of all customer information (including personal information and order information) is of our top priority with the best support tools and measures.
- We only use the personal information we receive from you to serve your request for product consultation and order or for other purposes agreed by you without transferring, providing, copy to a third party for commercial purposes or any other purpose against the law.
- In case that required by law or state agencies, we are responsible for providing personal information, and your transactions to the State agency or related organizations.
- From the very first step to the completion of the ordering process, all information about your order will be kept safe and confidential.
- All activities of propagating, promoting or spreading illegal acts for the purpose of entering, copying, storing or destroying system data on the website are strictly prohibited in accordance with the law of Vietnam. We will request the competent State agencies to handle in accordance with the provisions of the law individuals or organizations that commit this violation when necessary.

## Access right to personal consumer information

• Customer Care Center and Marketing Department have access to customer information at the limit of notification of customer care programs, promotions, product information under the permission of customers.

## Cancellation / change policy

In case of User wants to change Service reservation information or wants to answer any related information, please contact Tour Chain Customer Service for assistance. Tour Chain commits to do our best to provide the best support to Users, however, we do not guarantee that all requests will be made.

All User's request for cancellation / change will be handled based on the cancellation / change policy. Users are responsible for notifying the use of non-use 45 days prior. Tour Chain is responsible for keeping confidential and closing services for customers upon request.

#### **Refund policy**

In case that the User requests a refund, please contact Tour Chain Customer Service: (+84) 945 12 27 27 for prompt support. Due to the subcription payment, the refund rate will be based on the return for the last month of payment in the contract.

## Responsibility

From Users



- User must comply with the Website's Terms and Conditions of Use; No act of performing for an illegal purpose (prohibited by law) or taking any action in violation of the Terms is not permitted.
- Users are solely responsible for the content of the reviews you provide or make.
   At the same time, the User must allow the Tour Chain to interfere when one party violates the User's or the Tour Chain's rights.
- The User may not use any equipment, software, or other technologies that may interfere with or intentionally interfere with the operation of this Website; search, create, use or otherwise use other technologies to collect or obtain information from this Website, or otherwise interfere with this Site.
- Users may not assign or otherwise transfer any of your rights and obligations under these Terms without our prior written consent.

#### From Tour Chain

- Tour Chain is constantly striving and trying, dedicated, dedicated to bringing the great experience to users on the Tour Chain system.
- Tour Chain respect great importance to the confidentiality of the User, so it will
  endeavor to comply with the applicable Vietnamese laws on data protection when
  performing its obligations.
- Tour Chain is responsible for resolving complaints, supporting and advising the User's requirements within its scope, duties, powers and capabilities.

#### Deny the responsibility

- All content, including products, services, information, text and related graphic
  content displayed on the system is provided to the User on an "as is" basis. Tour
  Chain does not make any warranties or commitments (implied or express)
  regarding the merchantability or suitability of the products and / or services
  available on the Tour Chain or the integrity accuracy, reliability, completeness of
  any material contained within Tour Chain.
- Human or technical, Tour Chain makes no representations or warranties that:
  - Provided safety functions, services and features will be uninterrupted or errorfree;
  - The websites or / and servers will be free of viruses or other harmful elements
  - However, Tour Chain will be responsible in the event that the User's intentional error or serious negligence caused the User to misdirect or redirect, interrupt the receipt of the Service. Internet connection or other technical error.
  - Ensure that access to these points is advisable or risk-free and Tour Chain
    accepts no liability for damages or losses that may result from travel to those
    destinations. Under no circumstances will We be liable for any adverse events
    occurring during the User's trip or stay. The user is solely responsible for the
    choice of travel, itinerary and destination, for your entire itinerary.



#### **Disclaimer**

Tour operators are independent agencies, Tour Chain reserves the right to reserve no responsibility for any errors, errors, violations or negligence of any tour operator.

- Tour Chain will not be liable for failed transactions, restricted access to the
  Website, or any damage or harm caused to the User by any action or condition
  beyond our ability to control. User control or Tour Chain ("called Force Majeure
  Event"). Force majeure events in our opinion include: natural disasters (floods,
  earthquakes, thunder, storms / super typhoons / tornadoes ...), epidemics, riot,
  war, military action, terrorist actions, embargoes, sanctions, changes in laws,
  strikes, demonstrations, airline or hotel bankruptcy or bankruptcy, ...
- Tour Chain may contain links to other websites operated by third parties that are Tour Chain's partners. Tour Chain only provide opportunities for third parties to distribute, post, transmit, ... about any information, data, text, images, audio, graphics, video, messages, reviews, or other documents via the Tour Chain system. Tour Chain has no control over such websites, sources, and Content. Therefore, Tour Chain will not be responsible for the origin, content or "availability" of such websites and such information sources. Here, the User agrees to waive Tour Chain from liability for any charges, losses, direct or indirect damages caused or believed to be caused by or in connection with its use. using or relating to such Content, website or resource.

## Right of Intellectual property

Tour Chain owns all of the above Intellectual Property Rights regarding the Tour Chain operating system and mobile application on Google Play and the App Store. All information and documents, including: software, text, data, graphics, images, logos, trademarks, logos, html codes and other such components are prohibited from being copied, duplicated. copies, or changed into any form. If the User violates these rights, the User is responsible for compensating for losses suffered by Tour Chain Joint Stock Company in accordance with the laws of Vietnam on Intellectual Property in particular and the Code Civilians in general.

#### **General Terms**

- These Terms and Conditions constitute the entire agreement and are deemed to be a contract between the User and the Tour Chain. All Terms and Conditions are recognized by the laws of Vietnam, forcing the two parties to comply with.
- Users are also responsible for informing third parties of all these Terms and Conditions and liable for damages arising out of their own fault (including intentional errors or intentional errors.).



We would like to thank customers for visiting and trusting to use the Tour Chain's website and application. We hope that you can read the Terms and Conditions of Use to capture information in a timely and fast manner. fast and accurate. To learn more about Tour Chain, please contact:

• Hotline: + 84 945 12 27 27

• Add: 150 Tran Luu, An Phu, Thu Duc city, Ho Chi Minh city, Vietnam

• Email: info@tourchain.net