

## TERMS OF USE

This Terms of Use is the provisions on the relationship and responsibility of FPT Securities Joint Stock Company (FPTS) and its clients in supplying and using information and services on the [www.fpts.com.vn](http://www.fpts.com.vn) website

### Definitions

- **"FPTS"** refers to FPT Securities Joint Stock Company, its managers and its employees.
- **"Clients"** refers to individuals, organizations or anyone accessing and using [www.fpts.com.vn](http://www.fpts.com.vn) website in any form.
- **"Website"** refers to the [www.fpts.com.vn](http://www.fpts.com.vn) website, including all linked sites to affiliated products and services of FPTS.
- **"Terms"** refers to terms and conditions that anyone accessing [www.fpts.com.vn](http://www.fpts.com.vn) website shall strictly comply. Clients using the website are implicitly understood to have read and understood terms of use of the website and to have voluntarily agreed with the terms of use.

### Disclaimer of liability

1. FPTS makes reasonable efforts to obtain the highest accuracy and reliability of information and data in relation to services, products, utilities or other contents (herein refers to **"Information"**) on the Website; however, all information is for reference only. FPTS expressly disclaims all responsibility for the use of the Information on the Website.
2. As regards the Information provided on the Website, Clients should necessarily categorize to fit their specific purposes before making any decision in relation to their use and any related decisions. No information on the Website constitutes an offer of any securities investment or other financial investment. Clients shall hereby bear all risks from the use of the Information on the Website.
3. In no event shall FPTS be liable for any damages or losses in connection with the use of the Website or the inability to use the Website, including direct or indirect damages or losses such as the loss or corruption of data or damage or failure of computer or system or others...
4. No contents in this consent imply that Clients may not infringe upon patent right, property, or intellectual property, or other regulations when Clients use the Information provided by FPTS on the Website. FPTS hereby makes no warranty that Clients will not infringe upon any patent right or property or intellectual property or other regulations.
5. No Information on the Website constitutes an offer or a solicitation, given to anyone. The Information is not intended, in any form, to advertise investments or advise or propagandize information that is contrary to the laws of the Social Republic of Vietnam. In the event of violation, the Information is deemed to be illegal information.
6. The use of Website and its contained contents may be a specific risk for anyone accessing the Website, including the Clients. Information, and any views or opinions, do not constitute an offer or a solicitation of an offer of FPTS to invest, buy or sell any securities or financial instruments for FPTS or any third parties. Investments that may be discussed or introduced in analysis and research reports may not fit all investors. Consequently, investors should make their own investment decisions with reliance on specific investment purpose and financial capacity, or should seek the advice of independent professional financial advisers if they find it necessary. In addition, the contents of reports and interpretations of data are based on subjective opinions of providers; users, therefore, should use reports and data on the Website as a source of reference.

7. FPTS established and introduced online services (herein refers to “Services”) on the Website. FPTS shall hold monopoly in selecting clients to use, access, and benefit from the Services. FPTS will also reserve the rights and all decisions on criteria of selecting Clients for the Services provided.
8. FPTS shall make no warranty and will accept no liability for the accuracy, the subject, the quality or the update of any electronic contents provided by third parties on the Website. FPTS also takes no responsibility for the contents of any other websites with connection to the Website of FPTS or any website links on the Website of FPTS.
9. FPTS shall not be liable for any incorrect, distorted or misleading presentations of any information, products and contents on the Website, even similar services advertised on the Website.
10. FPTS shall take no liability for the downloading of information or software from the Website. Furthermore, FPTS shall not bear any responsibility if the Clients copy, modify, upload, download, send, republish, delete or input any products of intellectual property, including the distribution of any products and services by the Clients from the Website. FPTS renounces any responsibility if the Clients change any contents or use the contents and services obtained from the Website for any unpermitted purpose. The violation of this Terms of Use refers to the violation of intellectual property, including solely authorized brand, ownership and products of FPTS.
11. The entire Website and the contents and detail information of the Website are owned by FPTS and are protected by the laws of the Socialist Republic of Vietnam. FPTS can modify the general use of the Website or its contents without any announcement. In this event, FPTS will take no liability for the damage from the use of the website.
12. This disclaimer of liability renounces is applied to any one browsing/accessing the Website and/or the Clients forming any agreement concerning the benefits from the services provided by FPTS.
13. You agree to read the full instructions to use the Website, and you may not use the Website for any purpose that is unlawful or prohibited by these Terms of Use or the rules and guidelines. If users have any activity that may cause damage for the Website or FPTS or any unlawful activities; they shall take full liability to the laws. FPTS has full authority to take necessary measures understood necessary by FPTS to prevent and eliminate unlawful activities.

#### **Other terms**

- In any case any clause in this Terms of Use is declared void, illegal or inapplicable by a competent court, the clause is deemed to be eliminated from the Terms of Use, and other terms in the Terms of Use will still have validity.
- The disclaimer of liability of FPTS will be applied to anyone browsing/accessing the Website and/or joining any agreement concerning benefits arising from the Services provided by FPTS.
- The Terms of Use subjected to particular Services will be published on the websites of the particular Services. If the Clients transact/use any Services, they are deemed to have understood and agreed to Terms of Use concerned those products and this Terms of Use.
- FPTS has the full right to build, change and add regulations on the use of the Website or regulations on particular contents of the website at any point of time it deems necessary for the management and operation of the Website. The new regulations will have immediate validity after being posted on the Website and are implicitly understood by the Clients.

#### **Applicable Laws and Jurisdiction**

This Terms of Use is governed and interpreted in accordance with the Vietnamese laws. Any dispute arising from this Terms of Use or any dispute in connection with the Website will be filed to competent courts located in Hanoi, Vietnam to settle.