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## **VIETNAM LAWS ONLINE DATABASE License Agreement – Multi-user Subscription**

A multi-user subscription to the Vietnam Laws Online Database is governed by the terms and conditions of this License Agreement. If you do not accept these terms and conditions, you must notify immediately Vietnam Laws to cancel your order for the Licensed Product. By using your Login ID to access the Licensed Product, you acknowledge your acceptance of the terms and conditions of this License Agreement.

### **1. Defined terms**

- 1.1 "Account Manager" means an individual authorized by the Customer to correspond with Vietnam Laws in relation to this License Agreement and to arrange for secure communication of the Login ID to the Licensed Users.
- 1.2 "Authorized person" means an individual authorized by the Customer to submit the Order and accept the terms and conditions of this License Agreement on behalf of the Customer.
- 1.3 "Customer" means the organization making the Order. The Customer may not be an individual.
- 1.4 "License Agreement" means this Vietnam Laws Online Database License Agreement between the Customer and Vietnam Laws resulting from acceptance of the Order.
- 1.5 "Licensed Product" means the Vietnam Laws Online Database, including all information, text files and images which comprise the Licensed Product at any time during the period of this License Agreement ("Materials").
- 1.6 "Licensed User" means an individual who is employed by the Customer and to whom the Account Manager communicates the Login ID.
- 1.7 "Login ID" means a username and password issued by Vietnam Laws to the Account Manager on behalf of the Customer for access of Licensed Users to the Licensed Product (and includes a password as changed from time to time).
- 1.8 "Order" means the order of the Customer for a multi-user subscription to the Licensed Product.
- 1.9 "Price List" means Vietnam Laws' price list for the Licensed Product published on the Website from time to time.
- 1.10 "Vietnam Laws" means Allens Arthur Robinson Pte Ltd, trading as Vietnam Laws, One Temasek Avenue, #35-01 Millenia Tower, Singapore 039192.
- 1.11 "Website" means the Vietnam Laws website through which the Licensed Product is accessed.

### **2. Scope of license**

- 2.1 Vietnam Laws grants the Customer a non-exclusive, non-transferable license to use the Licensed Product in accordance with the terms and conditions of this License Agreement.
- 2.2 The Licensed Product is licensed for stand-alone use. The Licensed Product must not be installed on a computer network.
- 2.3 The Licensed Product is licensed for use at any one time by the number of Licensed Users nominated by the Customer.
- 2.4 During the period of this License Agreement, Materials and features may be modified or added to or removed from the Licensed Product by Vietnam Laws without notice.

#### **Account Manager and Licensed Users**

- 2.5 The Licensed Product may only be used by Licensed Users.
- 2.6 The Customer must nominate an individual who is employed by the Customer as the Account Manager. Except as necessary, all correspondence between Vietnam Laws and the Customer will be directed through the Account Manager. The Account Manager must arrange for secure communication of the Login ID to the Licensed Users. The Account Manager may be a Licensed User.
- 2.7 The Customer must nominate a specific number of individuals who are employed by the Customer as Licensed Users. The number of nominated Licensed Users may be increased at any time during any 12 month period of this License Agreement, subject to payment of the corresponding increase in the License Fee, but without any change to the period of the License Agreement. The number of Licensed Users may be decreased upon any occasion of renewal of this License Agreement.
- 2.8 The Customer must provide to Vietnam Laws its name and address details, the name, position and email address of the Authorized Person, and the name, position and email address of the Account Manager. The Customer must notify and obtain the prior consent of the Account Manager to his or her nomination as the Account Manager and to the provision of his or her name, position and email address to Vietnam Laws.

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- 2.9 When an existing Account Manager ceases to be employed by the Customer, the Customer must provide immediate written notice to Vietnam Laws for the purpose of substitution of a new Account Manager. The Customer may nominate a new Account Manager in substitution for an existing Account Manager at any time during the period of this License Agreement. Any new Account Manager must be an individual who is employed by the Customer.

**What Customer must do**

- 2.10 The Customer is responsible for the use of the Licensed Product by Licensed Users. In particular:
- 2.10.1 The Customer must ensure that the Licensed Product is only used at any one time by the number of Licensed Users nominated by the Customer.
  - 2.10.2 The Customer must ensure that the Licensed Product is only used by Licensed Users and that the Licensed Product is protected from access, use, damage or destruction by any individual who is not a Licensed User.
  - 2.10.3 The Customer must ensure that all Licensed Users are aware of and comply with the terms and conditions of this License Agreement.
  - 2.10.4 The Customer must provide immediate written notice to Vietnam Laws of the disclosure of the Login ID to any individual other than the Account Manager and Licensed Users and of any unlicensed use of the Licensed Product of which the Customer becomes aware.
  - 2.10.5 The Customer authorises Vietnam Laws, its officers, employees, agents and contractors to enter any premises which the Customer occupies and to access the computer systems of the Customer at any time and from time to time during the period of this License Agreement without notice during business hours to verify that use of the Licensed Product by the Customer complies with the terms and conditions of this License Agreement. Vietnam Laws may use or disclose the details of the Customer, the Authorized Person and the Account Manager provided by the Customer under clause 2.8 for the purpose of verification that use of the Licensed Product by the Customer complies with the terms and conditions of this License Agreement.
- 2.11 The Customer is responsible for the supply of its own computer hardware and software (including to enable secure communication of the Login ID to the Licensed Users), for its own telecommunications and internet connections, for the application and maintenance of adequate virus protection measures and for the training (if any) of Licensed Users to use the Licensed Product.

**What Customer and Licensed Users may do**

- 2.12 Unless authorised in writing by Vietnam Laws, the Customer and Licensed Users may use the Licensed Product only for the purposes of: research, comment, criticism and other scholarly activities; internal analysis and administration of business activities; and providing professional services to clients.
- 2.13 As reasonably required for the purposes in clause 2.12, the Customer and Licensed Users may:
- 2.13.1 View and use the Licensed Product online;
  - 2.13.2 Download and store in machine-readable form for no more than 30 days a copy of parts (but not substantial parts) of the Materials and may view the downloaded Materials offline;
  - 2.13.3 Make a printout of parts (but not substantial parts) of the online Materials or the downloaded Materials ("Authorized Printout").
- 2.14 Only as reasonably required for the purposes in clause 2.12 and only on an ad hoc (not systematic) basis, the Customer and Licensed Users may make a copy of an Authorized Printout or extract thereof and may distribute an Authorized Printout or copy or extract thereof to an individual who is not a Licensed User. Where an Authorized Printout or copy or extract thereof is made, any copyright or credit notice or logo included in the Materials must not be removed or obscured. Where an Authorized Printout or copy or extract thereof is distributed to an individual who is not a Licensed User, the Licensed Product must be cited as the source of such Authorized Printout or copy or extract.

**What Customer and Licensed Users must not do**

- 2.15 The Customer and Licensed Users must not:
- 2.15.1 Except as specifically provided for in clauses 2.13 and 2.14, download, store, reproduce, copy, distribute, transmit or display (in whole or in part) the Licensed Product;
  - 2.15.2 Copy (in whole or in part) the Licensed Product for sale or regular systematic distribution or for incorporation in any product intended for sale or regular systematic distribution without the prior written consent of Vietnam Laws;

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- 2.15.3 Modify, adapt, reverse engineer, decompile, disassemble, damage or create derivative works based on (in whole or in part) the Licensed Product;
  - 2.15.4 Merge (in whole or in part) the Licensed Product with any other database.

### **Copyright and intellectual property rights**

- 2.16 All right, title and interest (including all copyright and other intellectual property rights) in the Licensed Product and the Materials (in both print and machine-readable forms) belong to Vietnam Laws or any third party supplier of materials. The Customer acquires no proprietary right or interest in the Licensed Product, the Materials or any Authorized Printout (or copy or extract thereof).

### **3. License Fee**

- 3.1 The Customer must pay an annual license fee in advance to Vietnam Laws corresponding to the specific number of Licensed Users nominated by the Customer ("License Fee"). The License Fee for the initial 12 month period is as specified in the Price List current at the time of acceptance of the Order. The License Fee for subsequent 12 month periods is payable within 30 days of invoice by Vietnam Laws and the amount of the License Fee for subsequent 12 month periods will be as specified in the Price List current at the time of invoice by Vietnam Laws.
- 3.2 Where the Customer wishes to increase the number of nominated Licensed Users at any time during a 12 month period of this License Agreement, the Customer must pay the corresponding increase in the License Fee but there will be no change to the period of this License Agreement.
- 3.3 The License Fee does not include any tax, duty or other government levy, fee or charge that is imposed in relation to this License Agreement or the Licensed Product. The Customer must pay any tax, duty, levy, fee or charge of that type as soon as it becomes due. The Customer must reimburse Vietnam Laws if Vietnam Laws pays an amount which the Customer is required to pay under this clause.

### **4. Online access to Licensed Product**

- 4.1 A Licensed User may access the Licensed Product online by applying the Login ID communicated by the Account Manager.
- 4.2 Vietnam Laws will issue a Login ID to the Account Manager upon clearance of payment of the License Fee. Vietnam Laws will issue a new Login ID to the Account Manager upon each occasion of renewal of this License Agreement. In the case of an increase in the number of Licensed Users nominated by the Customer during any 12 month period of this License Agreement, Vietnam Laws will authorize the application of the Login ID by the increased number of Licensed Users upon clearance of payment of the corresponding increase in the License Fee.
- 4.3 The Login ID will be sent (on the initial and any subsequent occasion) by email directly to the Account Manager at the email address provided by the Customer under clause 2.8.
- 4.4 The Account Manager may from time to time request Vietnam Laws to change the password of the Login ID.
- 4.5 The Account Manager must arrange for secure communication of the Login ID to Licensed Users. The Customer must ensure that the Login ID is not disclosed to any individual other than the Account Manager and Licensed Users.
- 4.6 Vietnam Laws will monitor and keep records of online usage of the Licensed Products by Licensed Users.
- 4.7 Vietnam Laws may change the Login ID of the Customer at any time without providing reasons.
- 4.8 Vietnam Laws may suspend the Login ID of the Customer immediately upon written notice to the Customer identifying a breach by the Customer, the Account Manager or Licensed Users of any provision of this License Agreement and until the breach has been remedied by the Customer, the Account Manager or Licensed Users to the satisfaction of Vietnam Laws.
- 4.9 Vietnam Laws may cancel the Login ID of the Customer as provided in clause 6.5.

### **5. Warranties, disclaimer, liability and indemnities**

- 5.1 To the maximum extent permitted by law, Vietnam Laws makes no warranties express or implied in respect of the Licensed Product. The Licensed Product is provided to the Customer on an "as is", "as available" basis. In particular:
  - 5.1.1 To the maximum extent permitted by law, Vietnam Laws does not warrant that the Licensed Product is or will be fit for any purpose, whether or not such purpose has been communicated to Vietnam Laws, and that the Customer acknowledges that it has relied on its own inquiries as to the fitness of the Licensed Product for the intended purpose.

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- 5.1.2 Vietnam Laws does not warrant that access to the Website and the Licensed Product will be continuous, uninterrupted, error-free or virus-free. The Customer acknowledges that the Website and the Licensed Product may not always be available due to upgrades and maintenance or unforeseen downtimes and that Vietnam Laws excludes all liability to the Customer or any other person for any damage or loss (including without limitation loss of data, business interruption, damage to computer hardware or software) arising directly or indirectly from accessing the Licensed Product via the Website, whether or not the possibility of such damage or loss has been communicated to Vietnam Laws.
- 5.1.3 Vietnam Laws does not warrant that information will continue to be available to Vietnam Laws to enable the Licensed Product to be updated.
- 5.1.4 Vietnam Laws does not warrant that any support (whether in person, by telephone, or in writing) for use of the Licensed Product by the Customer ("Customer Support") will be available at all or at any relevant time. The Customer acknowledges that any Customer Support is provided by Vietnam Laws at its sole discretion.
- 5.1.5 Vietnam Laws does not warrant that the Licensed Product is or will be complete or error-free.
- 5.2 Access to the Licensed Product is granted by Vietnam Laws to the Customer under this License Agreement subject to the following disclaimer: The Licensed Product and the Materials neither represent nor are intended to constitute advice to the Customer or any other person. Vietnam Laws is not engaged in rendering legal or professional advice to the Customer or any other person under this License Agreement. Whilst every care has been taken in the preparation of the Licensed Product, no person should rely on the Licensed Product or the Materials without first obtaining competent professional advice. Vietnam Laws, the authors and editors and all other persons involved in the preparation of the Materials and the Licensed Product expressly disclaim all and any liability to the Customer or any other person in respect of anything done or omitted to be done by the Customer or any other person in reliance, whether wholly or partially, on the whole or any part of the Licensed Product or the Materials, and in respect of any consequences arising therefrom.
- 5.3 All express or implied conditions and warranties of any type in respect of this License Agreement and the Licensed Product are excluded to the maximum extent allowed by the law. To the maximum extent permitted by law, Vietnam Laws excludes all liability for all claims, expenses, losses, damages and costs made against or incurred or suffered by the Customer or any other person directly or indirectly (including without limitation any liability for consequential damages or loss) arising out of the Customer using, misusing or not being able to use the Licensed Product or the Materials or any act or omission or failure (whether negligent or not) of Vietnam Laws, its officers, employees, agents or contractors in connection with performance of any obligation of Vietnam Laws under this License Agreement.
- 5.4 The liability of Vietnam Laws for breach of any condition or warranty implied by law, to the maximum extent permitted by law, is limited to any one at Vietnam Laws' sole discretion of the limitations specified in sub-sections (a) and (b) of s68A(1) of the Trade Practices Act 1974. If, notwithstanding clauses 5.1 to 5.5, Vietnam Laws incurs any other liability to the Customer, the maximum aggregate liability of Vietnam Laws to the Customer is limited to an amount equal to the License Fees paid by the Customer to Vietnam Laws in respect of the current 12 month period of this License Agreement.
- 5.5 The Customer must indemnify Vietnam Laws against any claim or proceeding that is made or commenced, and against any liability, loss, damage or expense that is incurred or suffered arising from any breach of this License Agreement by the Customer, any failure by the Customer to give Vietnam Laws all reasonable assistance in connection with dealing with a possible or alleged breach and any claim in respect of it, or anything lawfully done by or on behalf of Vietnam Laws in the exercise of its rights under clause 2.10.4.
- 6. Period and termination of License Agreement**
- 6.1 This License Agreement commences on the date when the Login ID is sent by email by Vietnam Laws to the Account Manager.
- 6.2 Unless terminated by the Customer or Vietnam Laws in accordance with this License Agreement, and subject to payment of the License Fee, this License Agreement will continue for an initial period of 12 months and will be automatically renewed for subsequent 12 month periods.
- 6.3 The Customer may terminate this License Agreement immediately by notice in writing to Vietnam Laws. Vietnam Laws will not be liable to repay to the Customer any monies paid by the Customer under this License Agreement, even if the 12 month period in respect of which such monies were paid has not ended, except in the case of termination pursuant to clause 7.2 below.

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- 6.4 Vietnam Laws may terminate this License Agreement immediately by notice in writing to the Customer if the Customer, the Account Manager or a Licensed User breaches any provision of this License Agreement and fails within 7 days to remedy that breach to the satisfaction of Vietnam Laws after the Customer receives a written notice from Vietnam Laws identifying the breach and requiring it to be remedied. Vietnam Laws will not be liable to repay to the Customer any monies paid by the Customer under this License Agreement, even if the 12 month period in respect of which such monies were paid has not ended, and Vietnam Laws will be entitled to take any additional action that is legally available.
- 6.5 Immediately upon termination of this License Agreement:
- 6.5.1 Vietnam Laws will cancel the Login ID;
- 6.5.2 The Customer must at its own expense delete completely from the computer systems of the Customer or any Licensed User and destroy all downloaded Materials, all Authorized Printouts and copies or extracts thereof, and any unauthorized copies (in print or machine-readable form) of the Licensed Product or the Materials (in whole or in part) that are in the possession, custody or control of the Customer or any Licensed User.
- 6.6 Upon termination of this License Agreement, any rights that have accrued under this License Agreement are not affected.
- 7. Miscellaneous**
- 7.1 This License Agreement constitutes the entire agreement between the Customer and Vietnam Laws. No other terms, whether or not communicated to Vietnam Laws before, at the time of or after submitting the Order to Vietnam Laws, will form part of this License Agreement, unless expressly agreed by Vietnam Laws in writing.
- 7.2 At any time during the period of this License Agreement, Vietnam Laws may give 30 days prior written notice of its intention to vary the terms and conditions of this License Agreement. Any such variation will become effective immediately upon expiry of the 30 day notice period. The Customer may at any time during the 30 day notice period give written notice of termination of this License Agreement upon expiry of the 30 day notice period and the Customer will be entitled to a pro-rata refund of the License Fee for the remainder of the current 12 month period of this License Agreement.
- 7.3 Vietnam Laws may assign any of its rights and obligations under this License Agreement without the consent of the Customer. The Customer may not assign, sub-license or otherwise transfer any of its rights and obligations under this License Agreement without the prior written consent of Vietnam Laws.
- 7.4 This License Agreement continues for the benefit of and binds a successor in title of a party to this License Agreement, including a person to which a party's rights and obligations are assigned, sub-licensed or otherwise transferred in accordance with this License Agreement.
- 7.5 A notice, consent, or other communication that must or may be given or made by a party to the other party under this License Agreement must be in writing and must be delivered personally, sent by post (postage prepaid), sent by facsimile, or sent by email to that other party (or, in the case of a notice, consent, or other communication that must or may be given or made by Vietnam Laws to the Customer, announced on the Website). A notice, consent, or other communication is treated as given or made in accordance with this License Agreement if: it is delivered personally, upon delivery; it is sent by post, 3 business days after it is posted; it is sent by facsimile, as soon as the sender receives from the sender's fax machine a report of an error-free transmission; it is sent by email, as soon as the sender receives from the sender's email provider a report of an error-free transmission; it is announced on the Website, as soon as Vietnam Laws receives confirmation of an error-free upload to the Website. If a notice, consent, or other communication is delivered, or an error-free transmission report or upload confirmation in relation to it is received, after the normal business hours of the party to which it is sent, it is treated as having been given or made at the beginning of the next business day.
- 7.6 The Customer must notify Vietnam Laws of any change of its name or address details or any change of the email address of the Account Manager within 7 business days of such change.
- 7.7 This License Agreement is governed by the law of the State of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.
- 7.8 If a clause or part of a clause of this License Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this License Agreement, but the rest of this License Agreement is not affected.

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- 7.9 The fact that Vietnam Laws fails to do, or delays in doing, something that Vietnam Laws is entitled to do under this License Agreement does not amount to a waiver of any obligation of or any breach of obligation by the Customer. A waiver by Vietnam Laws is only effective if it is in writing. A written waiver by Vietnam Laws is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.