

## Terms and Conditions

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To provide services, Nativetalk operates a registered company in Vietnam

**Tax Code:** 0318080582

**Company Name:** Growth School Co., Ltd.

**Registration Date:** October 6, 2023

**Issuing Authority:** Department of Planning and Investment of Ho Chi Minh City

**Email:** [growthschoolinternational@gmail.com](mailto:growthschoolinternational@gmail.com)

**Address:** Floor 02, Saigon Paragon, 03, duong Nguyen Luong Bang, Phuong Tan My, Thành phố Ho Chi Minh, Viet Nam

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- Content that discusses illegal activities with the intent to commit them
- Content that infringes another’s intellectual property, including, but not limited to, copyrights, trademarks or trade secrets
- Material that contains obscene (i.e. pornographic) language or images
- Advertising or any form of commercial solicitation
- Content that is otherwise unlawful

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## Public Offer for Service Provision

The Terms provided herein constitute a public offer (proposal) that can be accepted by any adult individual (18 years or older) with Nativetalk. This offer is considered concluded as a written agreement (including electronically) under the conditions stated herein, from the moment the user accepts the offer by performing the following any action:

- reserving any club using any link posted on the site, or
- making a payment using a built-in link on the site, or
- providing written acceptance (including electronically) of the terms of this Terms by any means.

### 1. General Terms of Service

The subject of this Terms is the provision of services, including:

- Talking clubs, workshops, webinars, seminars, consultancy, other sessions or other events conducted both online and offline ("event").
- Access to video recordings of events, which are treated as separate services.

Changes to schedules of the events are at the sole discretion of Nativetalk, including cancellation making sure the users are properly notified. Descriptions of events are only preliminary and for reference and do not constitute detailed plans or guarantees of specific outcomes, as each class reflects the unique methodology of the moderator.

### 2. Service Delivery Process

Nativetalk may engage third parties, such as speakers or authors, to assist in delivering services. Services follow the trainer's unique methodology, which may not always meet participants'/users' expectations but reflects the trainer's vision and style. Users select services on the Nativetalk website, make payments, and receive confirmation via their personal accounts.

Services are provided:

- On the event date specified on the website or via direct communication in offline or online. When it provided online the Nativetalk can use any video-conference softwares, like Zoom, Google Meet or similar; or
- In form of video recordings. Video recordings and supported materials are provided within three business days after the payment.

Users are prohibited from sharing access to video recordings with third parties. Violation of this clause may result in termination of access and deletion of the user's personal account.

In offline format the services are providing on territory of Vietnam. The services providing in online format are not limited by georgaphy.

### **3. Service Cost and Payment Procedure**

The cost of services under this Terms is determined according to the price of each specific service, which is published on the website, or directly in the user's personal account if exist, or sent via email or messenger. The total price of the services may be equal to the cost of a single service or consist of the total amount of multiple services ordered and paid for by the user (for example set of the events).

Payment for services is made by the user via a bank transfer to the Nativetalk's current account. Users residing outside of Vietnam, including foreign citizens or stateless persons, must pay for services in foreign currency or local currency (if its settled with Nativetalk's payment service provider) according to the price listed on the relevant page of the website.

Services are provided only upon full (100%) payment to the Nativetalk's bank account, no later than the dates specified in club conditions or information letters sent to the user's email address or personal account. Payment is considered completed once the funds are credited to the Growth School's bank account. The user is solely responsible for the correctness of the payments they make.

Refunds for paid but unprovided services are issued based on an individual request sent to Nativetalk's email. Unprovided services refer to access to online events that have not yet taken place in accordance with the schedule published on the website. Refunds will not be provided for services that were delivered but not used by the user for reasons beyond Nativetalk's control. Instead, the user will receive a video recording or other materials related to the service. Refunds for paid but unprovided services are processed either through the original payment method or, by mutual agreement with the user, through another refund method. If a refund involves an international SWIFT transfer, any bank fees or payment system commissions will be deducted from the refund amount.

The moment of payment deduction is the time when the funds are debited from the user's bank account. Nativetalk is not responsible for the actions of internet providers, telecom operators, banks, or payment systems (Visa/MasterCard), which may result in lost, delayed, or corrupted data.

Payments for services and refund operations are conducted in Vietnamese's national currency (Vietnamese Dongs). For foreign currency payments, the exchange rate of the Central Bank of Vietnam on the day of payment will apply.

## **Your Account (if exist)**

If you use this site, you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may purchase services only through a parent or guardian. You agree that billing and registration information you provide on the sites will be accurate and complete. Nativetalk and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

The user's personal account contains information for verifying the user's identity. After registration, it stores details about the services ordered and received, schedules, programs, addresses, prices, and dates of any

potential future services. The personal account is protected by the user's password, which is unknown to Nativetalk, and all actions taken from the personal account create legal rights and obligations for both parties. The user is identified as the person whose email address is registered in the personal account, although the payment may be made by another legal or natural person. To avoid misunderstandings, the customer's email address is listed on the invoice.

## Data Collection, Storage, and Processing Terms

Nativetalk declares the following grounds and conditions for the collection, storage, and processing of personal data. If you have any questions regarding these data collection, storage, and processing terms, please contact us at: [nativetalk.club@gmail.com](mailto:nativetalk.club@gmail.com).

The Growth School Co., Ltd. (the "website administration"), is the data controller as defined by the Law of Vietnam.

**Personal Data We Collect and Process.** Information disclosed voluntarily by the user, including verbal communication during Nativetalk events (such as webinars, sessions, master events, seminars, both online or offline and other events). These events, hereinafter referred to as "events," may be recorded and stored in video, photo, or text formats.

Name, surname, and address, to identify the user during registration on the website, grant access to events, confirm payment, and issue certificates of participation or course completion.

If the users choose the services, they may provide: phone numbers and social media contacts (e.g., Facebook) to receive notifications about registration confirmation, access to recordings, or for urgent communication to resolve technical or organizational issues related to participation in events; email address to receive notifications about upcoming and ongoing programs.

**Data Retention.** Nativetalk retains personal data for as long as necessary to fulfill its obligations to users. Users may withdraw their consent to data processing by sending an email to [nativetalk.club@gmail.com](mailto:nativetalk.club@gmail.com) or by requesting the deletion of their personal data.

**Transfer of Personal Data to Third Parties.** We may transfer personal data to third parties, such as banks or payment providers, to complete service payments.

## Cookies

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## Other

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Communication in chat groups with the administration or trainers does not have legal consequences and cannot be considered official correspondence under this Terms.

## General

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## Copyright Complaints

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