**USER AGREEMENT**

# Background

This User Terms & Conditions (hereinafter referred to as the “Agreement”) was developed in order to:

* Obtain consent to the processing of personal data (hereinafter referred to as “Consent”) of persons sharing information (hereinafter referred to as “User(s)”) through the website <http://nihaoma-mandarin.com/> and <https://www.ayotree.com/> (hereinafter referred to as the “Site”), by the operator of personal data (hereinafter referred to as “Personal Data”); and
* Determine the conditions for using the Site by Users.

By registering on the Site and otherwise sharing personal information to the Site, the User undertakes to accept the Consent to the processing of Personal Data, as well as confirms that the User has read and agrees with this Agreement. Registration of the User on the Site is an acceptance of the whole Agreement, including (without limitation) the Consent.

# Consent of the User to the Processing of Personal Data

1. I give my Consent to the processing of my Personal Data through the website <http://nihaoma-mandarin.com/> and <https://www.ayotree.com/> by NHM Vietnam LLC, a company incorporated under the laws of Vietnam, with the business license no. 0316868956 (hereinafter referred to as the “Administrator”), and I confirm that by giving such Consent, I am acting on my own and in my interest.
2. Consent applies to the following information: Last name, first name, patronymic, phone number, email, place of residence, and any other information related to my personality as requested by the Administrator.
3. I give Consent to the processing of my Personal Data in order to receive products (goods, works, services) of the Administrator in which I am interested, to carry out mailings or any other kinds of communication for any purposes, including (without limitation) commercial ones.
4. Consent is granted to take any actions in relation to Personal Data that are necessary to achieve the above goals, including without limitation: collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer), depersonalization, blocking, destruction, as well as the implementation of any other actions with Personal Data in accordance with applicable law.
5. The processing of Personal Data can be carried out by the Administrator in the following ways:

* Processing of Personal Data using automation tools; and/or
* Processing of Personal Data without using automation tools (non-automated processing).

1. Notwithstanding the above, when processing Personal Data, the Administrator is not limited in the use of methods for their processing to the extent permitted by applicable laws.
2. I hereby acknowledge that the Administrator has the right to provide third parties with my Personal Data if:

* I give my express Consent to the transfer of my Personal Data to third parties; or
* The disclosure of my Personal Data is necessary for the provision of products to me and/or for the processing of my Personal Data, and/or any other purposes as stated in this Consent.

1. In the event that the Administrator transfers my Personal Data to third parties, the Administrator must require third parties to respect the confidentiality of my Personal Data.
2. Warranty

I (the User) hereby guarantee that:

* The information provided by me is complete, accurate and reliable;
* When providing information, the current legislation of Vietnam, the legal rights and interests of third parties are not violated;
* All information provided to the Site is filled in by me in relation to myself personally, all registration actions on the Site are performed directly by me;
* I do not use other people's contact information, including telephone, e-mail, etc.;
* I do not interfere with the use of the Site by other Users, including through the spread of computer viruses, repeated posting of duplicate information, the simultaneous sending of a large number of e-mails or requests to the Site, etc.;
* I do not transfer information to third parties regarding the login and password on this Site. All information received under my registration data will be considered received from me personally;
* I have been informed and agreed that the Administrator has the right, at its own discretion, to delete the User's information from the site in case of doubts about the User's compliance with the terms of this Agreement;
* I understand and agree that the information and contact information posted by me can be used by search or other automated services and in other ways;
* If I have posted information, the dissemination of which is restricted or prohibited by the laws of Vietnam, violates copyright or other rights protected by law, I shall bear full responsibility for its placement;
* I understand and agree that the Administrator has the right to unilaterally change the provisions of the current version of the whole Agreement posted by the Administrator on the Site, including (without limitation) the Consent;
* This Consent is given before the expiration of the storage/effective period for the relevant information or documents containing my Personal Data, determined in accordance with the current legislation of Vietnam.

1. This Consent comes into force from the moment I submit my Personal Data to the Site, and will have effect for an indefinite period.
2. Notwithstanding the above, this Consent can be revoked by sending a written notification to the Administrator (via the email <contact@nihaoma-mandarin.com>) at least 7 (seven) days prior to the effective date of the withdrawal of Consent. Upon the revocation of this Consent, I understand that the provision of any products to me and all relevant activities can be impacted, and I will not make any complaints about such consequential issues.