

Introduction

Welcome to eShop-Vietnam. By using the services on the eShop-Vietnam websites, you are agreeing to the following terms, including those available by hyper link, with eShop-Vietnam and the general principles for the websites. If you have any questions, please refer to the Help section on the Sites.

Before you may become a member of eShop Vietnam, you must read and accept all of the terms and conditions in, and linked to, this User Agreement and the Privacy Policy. We strongly recommend that, as you read this User Agreement, you also access and read the linked information. The agreement that applies on any of our domains and sub domains is always the agreement that appears in the footer of each website.

This Agreement is effective on June 1st, 2009, for current users, and upon acceptance for new users.

Using eShop-Vietnam

while using the Sites, you will not:

1. post content or items in an inappropriate category or areas on the Sites;
2. violate any laws, third party rights, or our policies such as the Prohibited and Restricted Items policies;
3. use the Sites if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from our Sites;
4. fail to deliver payment for items purchased by you, unless the seller has materially changed the item's description after you bid, a clear typographical error is made, or you cannot authenticate the seller's identity;
5. fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or you cannot authenticate the buyer's identity;
6. manipulate the price of any item or interfere with other user's listings;
7. circumvent or manipulate our fee structure, the billing process, or fees owed to eShop Vietnam;
8. post false, inaccurate, misleading, defamatory, or libelous content
9. take any action that may undermine the feedback or users ratings systems (such as displaying, importing or exporting feedback information off of the Sites or for using it for purposes unrelated to eShop-Vietnam);
10. transfer your eShop Vietnam account (including feedback) and User ID to another party without our consent;
11. distribute or post Spam, chain letters, or pyramid schemes;
12. distribute viruses or any other technologies that may harm eShop-Vietnam, or the interests or property of eShop-Vietnam users;
13. copy, modify, or distribute content from the site and eShop Vietnam's copyrights and trademarks; or harvest or otherwise collect information about users, including email addresses, without their consent.

Abusing eShop-Vietnam

EShop-Vietnam and the community work together to keep the site working properly and the community safe. Please report problems, offensive content, and policy violations to us.

Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our website, remove hosted content, and take technical and legal steps to keep users off the Sites if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies. We also reserve the right to cancel unconfirmed accounts.

Fees and Services

Joining eShop Vietnam and bidding on listed items is free. We do charge fees for using other services, such as Advertising Banners, “Gold/Silver/Bronze items”, and “Private Sales”. When you list an item or use a service that has a fee you have an opportunity to review and accept the fees that you will be charged based on our Fees schedule, which we may change from time to time. Changes to that Policy are effective after we provide you with at least fourteen days' notice by posting the changes on the Sites. We may choose to temporarily change the fees for our services for promotional events (for example, free listing days) or new services, and such changes are effective when we post the temporary promotional event or new service on the Sites.

All fees are quoted in Vietnam Dong (VND). You are responsible for paying all fees associated with the Sites in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

Content License

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future. (We need these rights to host and display your content.). You give us the right to insert our logo in any content you give us.

Liability

You will not hold eShop-Vietnam responsible for other users' actions or inactions, including things they post. You acknowledge that we are not a traditional auctioneer. Instead, the Sites are a venue to allow anyone to offer, sell, and buy just about anything, at anytime, from anywhere, in a variety of pricing formats and venues, such as stores, fixed price formats and auction-style formats. We are not involved in the actual transaction between buyers and sellers. We have no control over and do not guarantee the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction.

We do not transfer legal ownership of items from the seller to the buyer, under which legal ownership of an item is transferred upon physical delivery of the item to the buyer by the seller. Unless the buyer and the seller agree otherwise, the buyer will become the item's lawful owner upon physical receipt of the item from the seller. Further, we cannot guarantee continuous or secure access to our services, and operation of the Sites may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our Sites. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers, and exclusions may not apply to you.

Release

If you have a dispute with one or more users, you release us from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Access and Interference

The Sites contains robot exclusion headers. Much of the information on the Sites is updated on a real-time basis and is proprietary or is licensed to eShop-Vietnam by our users or third parties. You agree that you will not use any robot, spider, scraper, or other automated means to access the Sites for any purpose without our express written permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Your Information) from the Sites without the prior expressed written permission of eShop-Vietnam and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the Sites or any activities conducted on the Sites; or
- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Sites.

Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the eShop-Vietnam Privacy Policy. We view protection of users' privacy as a very important community principle. We store and process your information on computers located in Vietnam that are protected by physical as well as technological security devices. You can access and modify the information you provide us and choose not to receive certain communications by signing-in to your account.. For a complete description of how we use and protect your personal information, see the eShop-Vietnam Privacy Policy. If you object to your Information being transferred or used in this way please do not use our services.

Indemnity

You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

Notices

Except as explicitly stated otherwise, legal notices shall be served on eShop-Vietnam's national registered agent or to the email address you provide to eShop-Vietnam during the registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

Resolution of Disputes

If a dispute arises between you and eShop-Vietnam, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and eShop-Vietnam agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a Claim) in accordance with you otherwise agree in writing. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.