

TERMS OF SERVICE

& PRIVACY POLICY

Version 4.0

Last Updated: April 25, 2026

Compliant with: Law on Personal Data Protection 91/2025/QH15 · Decree 356/2025/ND-CP · Law on Cybersecurity 2025 · Law on Data 2024 · GDPR · COPPA

PART A — TERMS OF SERVICE

1. Introduction

These Terms of Service (“Terms”) govern your access to and use of the allin mobile application and related services (collectively “allin” or “the Service”) provided by THE NEWUS Co., Ltd (“the Company”, “we”, or “us”). By downloading, accessing, or using allin, you (“User”) agree to comply with these Terms and our Privacy Policy. If you do not agree to any part of these Terms, please do not use the Service.

Legal basis: *These Terms are issued in compliance with Vietnamese law, including: the Civil Code 2015, the Law on Information Technology 2006, the Law on Consumer Protection 2010, the Law on Cybersecurity 2025 (No. 116/2025/QH15), the Law on Network Information Security 2015, the Law on Personal Data Protection 2025 (No. 91/2025/QH15), Decree 356/2025/ND-CP, and relevant international standards.*

2. About allin

allin is a mobile application that provides users with daily content summaries, curated knowledge, and community features. All content on allin is aimed at being useful, practical, and substantive — free from hollow or recycled material — with sources clearly cited so that users can objectively

verify accuracy, copy content directly, or look it up independently. allin is committed to not containing harmful or inappropriate content.

allin is developed by THE NEWUS Co., Ltd (established in 2024, registered in Vietnam).

3. Eligibility and Age Requirements

allin is designed for users aged 12 and above, with the following age-related provisions in compliance with Vietnamese and international law:

3.1 General Age Requirements

- Users aged 18 and above: May use the Service independently and are fully bound by these Terms.
- Users aged 15 to under 18 (minors under Vietnamese law): May use allin under the supervision of a parent or legal guardian. The parent or guardian accepts these Terms on the minor's behalf.
- Users aged 12 to under 15: May use allin, provided that explicit consent and direct supervision of a parent or legal guardian is required. All processing of personal data for users in this group requires the consent of their legal representative.
- Children aged 7 to under 12: Use of allin is not supported. We do not knowingly collect personal data from children under 12.
- Children under 7: Strictly prohibited. Any processing of personal data of children under 7 requires the explicit consent of a parent or legal guardian, pursuant to Article 19 of the Law on Personal Data Protection 2025.

If we discover that we have collected personal data from a user under 12 without valid consent from a parent or legal guardian, we will promptly delete such data. Parents or guardians may contact us to request review, correction, or deletion of their child's data.

4. Accounts and Authentication

To access certain features of allin, you may need to create a user account. By registering, you agree to:

- Provide accurate, complete, and current information.
- Keep your credentials strictly confidential and not share them with any third party.
- Immediately notify us at the contact details in Section 18 of any suspected unauthorized access to your account.
- Take responsibility for all activities conducted under your account.

We may offer account registration via third-party social media platforms (e.g., Google, Apple). By using such features, you authorize us to collect certain profile information from that platform in accordance with your account settings and our Privacy Policy.

5. Premium Services and Subscriptions

allin offers optional premium subscription plans (“Premium Services”) that unlock additional features and content. The following terms apply to all Premium Services:

5.1 Subscription and Billing

- Premium Services are available on monthly or annual subscription terms.
- By subscribing, you authorize the applicable app store (App Store or Google Play) or payment platform to charge the corresponding subscription fee to your designated payment method.
- Subscriptions automatically renew at the end of each billing cycle unless cancelled before the renewal date. You will receive advance notice of upcoming renewals in accordance with app store policies.
- You may manage or cancel your subscription at any time through your account settings in the relevant app store. Cancellation takes effect at the end of the current billing period.

5.2 Pricing and Changes

- Subscription fees are displayed at the time of purchase and may be subject to applicable taxes.
- We reserve the right to modify subscription pricing. Any price changes will be communicated at least 30 days in advance.
- Price changes will not be applied retroactively to your current subscription period.

5.3 Refund Policy

In general, subscription fees are non-refundable, except in the following circumstances:

- Where required by applicable Vietnamese consumer protection law.
- Where the app store’s own refund policy grants a right of refund.
- Where a billing error has occurred — please contact us immediately via in-app support.
- Where the Service experiences significant unavailability or material defects that we are unable to resolve within a reasonable period.

6. License and Intellectual Property

6.1 License Grant

Subject to these Terms, we grant you a personal, limited, non-exclusive, non-transferable, and revocable license to access and use the allin application and its content for your personal, non-commercial purposes.

6.2 Content Ownership

All content on allin — including text, summaries, images, graphics, and other materials created by THE NEWUS Co., Ltd or aggregated from permitted sources — is owned by or licensed to the

Company and is protected by Vietnamese and international copyright and intellectual property laws. Some content or images and graphics that carry a License notice below them must be used in strict accordance with the terms of that License type.

The “allin” name and logo are exclusive trademarks of THE NEWUS Co., Ltd. All rights not expressly granted herein are reserved.

6.3 Creative Commons Sharing

To encourage the spread of knowledge, summaries and informational text originally created by allin are made available under the Creative Commons Attribution-ShareAlike-NoDerivatives (CC BY-SA-ND) license, unless otherwise specified. This means:

- Attribution: When sharing content, you must clearly credit allin and THE NEWUS Co., Ltd (e.g., “Source: allin — THE NEWUS Co., Ltd”).
- ShareAlike: Works incorporating allin content must be distributed under the same CC BY-SA-ND license.
- No Derivatives: You may not modify, adapt, or create derivative works from allin content. Content must be shared in its original form.
- No Additional Restrictions: You may not apply legal or technological measures that restrict others from exercising the rights granted by the license.

This Creative Commons license applies only to content originally created by allin. Third-party content — including excerpts, images, or links in summaries — is subject to the original rights holders’ terms.

7. User Responsibilities and Usage Rules

By using allin, you agree to:

- Use the Service lawfully and in compliance with all applicable Vietnamese and international laws and regulations.
- Not use allin for illegal, harmful, fraudulent, defamatory, or misleading activities.
- Comply with the Creative Commons license terms when sharing allin content, including proper attribution and no modification.
- Not misuse or interfere with the operation of the Service, including by attacking, overloading, or disrupting servers or networks, or using automated means (e.g., bots, scrapers) beyond permitted use.
- Not attempt to gain unauthorized access to other users’ accounts, our systems, or any restricted portion of the Service.
- Provide truthful, accurate, and current information when registering or interacting with the Service.
- Maintain the confidentiality of your account credentials and promptly report any unauthorized use.
- Not introduce malicious code, viruses, or harmful elements into the Service, or use allin to spread spam, scams, or unlawful content.
- Respect other users in any interactive or community features; not harass, threaten, impersonate, or discriminate against others.

- Not engage in any activity that violates the data rights of other users as set out in the Law on Personal Data Protection 2025.

8. Artificial Intelligence (AI) Features

allin uses artificial intelligence (AI) and machine learning technologies to deliver personalized content recommendations, debate features, and search functionality. With respect to AI-powered features:

- AI systems analyze your in-app behavior and content preferences to suggest relevant articles and topics.
- AI-generated outputs (including recommendations and content) are provided for informational and entertainment purposes only and do not constitute professional advice of any kind.
- AI features are designed to augment, not replace, human judgment. No legally binding decisions are made solely by automated systems without human review.
- You may opt out of personalized AI recommendations in your account settings, in which case you will receive non-personalized content.
- Our use of AI technologies complies with applicable Vietnamese laws and relevant international standards.

9. Social Features — Friends and Messaging

allin provides (or will provide in the near future) social features including friend connections, direct messaging, and group messaging between users. By using these features, you agree to the following rules:

9.1 Messaging Content

You are solely responsible for any content you send via allin's messaging features. You agree not to send any content that:

- Violates applicable Vietnamese or international law.
- Is harassing, threatening, abusive, discriminatory, or invasive of another person's privacy.
- Constitutes spam, unauthorized advertising, or disinformation.
- Contains malicious code, spyware, or harmful links.
- Involves fraudulent, illegal, or harmful activity directed at other users.
- Is pornographic, violent, or otherwise inconsistent with allin's community standards.

9.2 Friend Connections

- You may only send friend requests to users you know or who have indicated they are willing to receive such requests.
- You may not use the friend request feature to spam or mass-contact users inappropriately.
- Every user has the right to block or unfriend any other user at any time.

9.3 Group Chats

- The creator of a group is responsible for establishing and maintaining group rules consistent with these Terms.
- All group members are bound by these Terms in all group activities.
- We reserve the right to dissolve groups or remove members who violate these Terms without prior notice.

9.4 Reporting and Moderation

- If you receive content that violates these Terms from another user, you may use the in-app Report feature.
- We will review violation reports within a reasonable time and may remove content, suspend, or terminate accounts of offending users.
- We have the right, but not the obligation, to proactively moderate messaging content and are not liable for user-generated content exchanged in private conversations or group chats.

9.5 Protection of Minor Users in Social Features

- Users aged 12 to under 15 have restricted access to messaging features; access requires the explicit consent of a parent or legal guardian.
- We may apply technical measures to limit contact between minor users and unknown adults within the application.
- We enforce a zero-tolerance policy regarding harassment, grooming, or inappropriate contact with minor users, in compliance with the Law on Children 2016 and applicable child protection regulations.

9.6 Limitation of Liability for Social Features

allin is a platform that connects users — we are not a party to conversations between users. We are not liable for:

- The content, accuracy, or consequences of any messages exchanged between users.
- Damages arising from reliance on information received via the messaging feature.
- The conduct of other users on the platform, including any personal information they share.

10. Rights of the Provider (THE NEWUS Co., Ltd)

THE NEWUS Co., Ltd reserves the following rights:

- **Content and Feature Changes:** We may add, remove, or modify content, features, and functionalities of allin at any time. We will endeavor to provide reasonable notice for significant changes.

- **Monitoring and Enforcement:** We have the right (but not the obligation) to monitor use of the Service to ensure compliance with these Terms. Upon detecting violations, we may investigate and take appropriate action, including account suspension or termination.
- **Service Suspension or Termination:** We reserve the right to suspend or terminate your access to allin at any time for any reason. In cases of violation, no fee refunds will be provided.
- **Intellectual Property Enforcement:** We will actively protect our intellectual property rights and may pursue legal remedies for infringement.
- **Legal Cooperation:** We may disclose user information to competent authorities where required by Vietnamese law (including the Law on Cybersecurity 2025), court order, or other legal process.
- **Data Localization Compliance:** In accordance with the Law on Cybersecurity 2025 (No. 116/2025/QH15), specified categories of user data (including account names, service usage time, payment information, and access IP addresses) are stored within Vietnam for the legally required retention period.

11. Disclaimer of Warranties

Your use of allin is at your own risk. The Service is provided “as is” and “as available.” To the maximum extent permitted by law, THE NEWUS Co., Ltd disclaims all warranties, whether express or implied, including:

- **Accuracy and Completeness:** We do not warrant that content (including AI recommendations and content) is accurate, complete, or current. All content is for general informational purposes only and does not constitute professional, legal, medical, financial, or other advice.
- **Availability:** We do not guarantee that the Service will be uninterrupted, timely, secure, or error-free. Scheduled maintenance, technical issues, or force majeure events may affect availability.
- **Fitness for Purpose:** We make no warranty that allin is suitable for any particular purpose or meets your specific requirements.
- **Security:** While we implement robust security measures, we cannot guarantee that allin will be entirely free from vulnerabilities, malware, or unauthorized access by third parties.

12. Limitation of Liability

To the maximum extent permitted by applicable law, THE NEWUS Co., Ltd, its directors, officers, employees, partners, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of or inability to use allin, including but not limited to:

- Loss or damage from reliance on content obtained through allin.
- Claims relating to intellectual property or copyright arising from your use or distribution of allin content.
- Unauthorized access to or use of our servers or stored data.
- Bugs, viruses, malware, or similar issues transmitted through the Service by third parties.

- Content, conduct, or disputes arising from the friend and messaging features between users.
- Any loss or damage resulting from force majeure events beyond our reasonable control.

13. Data Breach Response

In the event of a personal data breach affecting your information, we commit to the following measures in accordance with the Law on Personal Data Protection 2025 and Decree 356/2025/ND-CP:

- Notification to the competent authority (Department of Cybersecurity and High-Tech Crime Prevention — A05, Ministry of Public Security) within 72 hours of becoming aware of the breach.
- Notification to affected users as soon as reasonably practicable where the breach is likely to result in a high risk to their rights and interests.
- Documentation of all breaches, including their nature, effects, and remedial measures taken.
- Implementation of immediate technical and organizational measures to contain and remediate the breach.

14. Termination

14.1 By User

You may stop using allin at any time by deleting your account through the app settings and uninstalling the application. Upon deletion, your personal data will be processed in accordance with our Privacy Policy and applicable law.

14.2 By the Company

We may terminate or suspend your access to allin at any time for any reason, including but not limited to violation of these Terms, fraud, legal requirements, or discontinuation of the Service. We will endeavor to notify you in advance where required by law.

15. Legal Compliance

You must comply with all applicable laws and regulations in your jurisdiction when using allin. You are solely responsible for determining and adhering to the laws applicable to your use of the Service in your country or region.

16. Changes to the Terms

We may update or modify these Terms from time to time. When material changes occur, we will:

- Update the “Last Updated” date at the top of these Terms.
- Notify you via in-app notification or push notification at least 15 days before the changes take effect, except where immediate changes are required by law.

Your continued use of allin after the effective date of any changes constitutes your acceptance of the revised Terms.

17. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the Socialist Republic of Vietnam. Any dispute shall first be addressed through good-faith negotiation within 30 days of written notice. If unresolved, the dispute shall be submitted to the competent courts of Vietnam.

18. Contact Information

For any questions, concerns, or feedback regarding these Terms:

- Company: THE NEWUS Co., Ltd
- Website: allin-application.com
- Data Protection Contact: manlm.tnus@gmail.com (see Privacy Policy, Section 2)
- In-app support: Available via the allin Help & Support section

19. Language and Interpretation

These Terms are provided in both Vietnamese and English. Both versions carry equal legal validity. In the event of any inconsistency or conflict between the Vietnamese and English versions, the Vietnamese version shall prevail.

PART B — PRIVACY POLICY

Effective date: *January 1, 2026 — Updated to comply with the Law on Personal Data Protection 2025 (No. 91/2025/QH15), Decree 356/2025/ND-CP, and the Law on Cybersecurity 2025 (No. 116/2025/QH15).*

1. Introduction

allin is a mobile application developed and provided by THE NEWUS Co., Ltd, established in 2024 in Vietnam. We are committed to protecting the privacy and personal data of our users in full compliance with applicable Vietnamese and international data protection law.

This Privacy Policy explains what personal data we collect, why and how we process it, with whom we share it, how we protect it, how long we retain it, and what rights you have over your data. By using allin, you acknowledge and agree to the practices described herein.

Legal framework: *This Policy is issued pursuant to the Law on Personal Data Protection 2025 (No. 91/2025/QH15, effective 01/01/2026), Decree 356/2025/ND-CP, the Law on Cybersecurity 2025 (No. 116/2025/QH15), the Law on Data 2024 (effective 01/07/2025), Decree 147/2024/ND-CP on Internet management, and relevant international standards including GDPR (EU) 2016/679 and COPPA (US).*

2. Data Controller and Data Protection Contact

2.1 Data Controller

THE NEWUS Co., Ltd is the data controller responsible for your personal data processed through allin. Our full contact details are provided in Section 14 below.

2.2 Data Protection Contact (DPO)

Under Article 33.2 of the Law on Personal Data Protection 2025, all organizations processing personal data are required to designate a data protection personnel. Small enterprises and startups are exempt from this requirement for the first 5 years under Article 41 of Decree 356/2025/ND-CP — however, this exemption does not apply when processing data from 100,000 or more data subjects, or when operating a social media or messaging platform (pursuant to Article 38(2) of the Law on Personal Data Protection 2025). As allin is developing friend and messaging features, designating data protection personnel is a practical and legal necessity.

THE NEWUS Co., Ltd has designated a data protection contact as follows:

- Contact email: manlm.tnus@gmail.com
- You may contact this person directly for any data protection concerns, subject access requests, or complaints.

3. Personal Data We Collect

We collect and process personal data about you depending on how you interact with allin. The categories of personal data we may collect include:

3.1 Account and Identity Data (Basic Personal Data)

- Full name (if provided during registration)
- Email address and/or phone number
- Date of birth (for age verification purposes)
- Profile picture (if provided)
- Nationality or country of residence (where required by law)
- Social media login identifiers (where you use social login features)

3.2 Usage and Behavioral Data

- Content consumption behavior: articles read, summaries viewed, topics followed, search queries
- In-app interactions: likes, bookmarks, shares, debate participation

- Session data: login timestamps, session duration, feature usage patterns
- Notification interaction: whether and when you open or dismiss notifications

3.3 Social Features and Messaging Data

When you use allin's friend connection, direct messaging, or group messaging features, we process the following types of data:

- Friend lists and connections: account names, connection timestamps, relationship status.
- Message content: text and media files sent via the in-app messaging feature. This content is processed to deliver the service and may be reviewed in the event of a violation report, as provided in Section 9.4 of the Terms of Service.
- Message metadata: time sent, read/unread status, number of group members.
- Group membership: group name, group creator, member list.
- Report history: content of violation reports you submit and corresponding actions taken.

Messaging security note: *Message content is encrypted in transit. We do not proactively read private messages between users, except as necessary to investigate violations of the Terms of Service or in response to lawful requests from competent authorities.*

3.4 Device and Technical Data

- Device type, model, and operating system version
- Unique device identifiers (e.g., device ID, advertising ID)
- IP address and internet service provider information
- App version and configuration
- Crash reports and error logs

3.5 Location Data

With your permission, we may collect location data (GPS or network-based) to provide location-aware content recommendations. Location access is optional and may be revoked at any time through your device settings.

3.6 Payment and Subscription Data

Payment transactions for Premium Services are processed by the respective app store (App Store or Google Play). We do not directly collect or store your full payment card details.

3.7 Communications Data

When you contact our support team or submit feedback, we retain the content of those communications, together with your contact details, to respond to your inquiry and improve our services.

Sensitive data note: *We do not intentionally collect sensitive personal data as defined under the Law on Personal Data Protection 2025, unless you voluntarily provide such data or a specific legal basis applies.*

4. Legal Basis for Processing

We process your personal data only where we have a lawful basis to do so, as required by the Law on Personal Data Protection 2025. Our legal bases include:

- **Consent:** Where you have given clear, specific, and informed consent to the processing of your data for a particular purpose. You may withdraw consent at any time without affecting the lawfulness of prior processing.
- **Contractual Necessity:** Where processing is necessary to perform our contract with you (e.g., account creation, subscription management, delivery of messaging features).
- **Legal Obligation:** Where we are required by law to process your data.
- **Legitimate Interests:** Where processing is necessary for our legitimate business interests (e.g., fraud prevention, moderation of violating content in messaging features, security), provided such interests are not overridden by your data protection rights.

5. How We Use Your Personal Data

We use your personal data for the following purposes:

- To provide, operate, maintain, and improve the allin Service and its features.
- To personalize your content experience, including AI-driven article recommendations tailored to your interests.
- To process your account registration, authenticate your identity, and manage your account security.
- To provide and maintain the friend connection, direct messaging, and group messaging features.
- To review and process violation reports relating to messaging content and user behavior in social features.
- To manage your subscription, process payments, and send billing-related communications.
- To send you important Service updates, policy changes, and security alerts.
- To send you marketing content about allin's features, where you have consented (opt-out available at any time).
- To conduct analytics, measure app performance, and generate aggregate insights to enhance the Service.
- To detect, investigate, and prevent fraud, abuse, security incidents, and other harmful activities.
- To comply with our legal obligations under Vietnamese and international law.

We will never sell your personal data to third parties for their own commercial or advertising purposes.

6. How We Share Your Personal Data

We do not share your personal data with third parties except in the following circumstances:

- **Service Providers:** Trusted third-party vendors who perform services on our behalf (cloud hosting, analytics, customer support, push notification services, messaging infrastructure). These parties are bound by data processing agreements.
- **Social Login Providers:** When you sign in via Google, Apple, or another social platform, we exchange limited authentication data with that platform.
- **Other Users via Social Features:** Your account name, profile picture, and publicly visible profile information may be displayed to other users when you use friend connection or group features. You may adjust your visibility settings in the privacy settings.
- **With Your Consent:** We may share data with third parties for specific purposes where you have given your prior consent.
- **Legal Compliance:** Where required by Vietnamese law (including the Law on Cybersecurity 2025), court order, or other legal process.
- **Business Transfers:** In the event of a merger, acquisition, or sale of assets, we will notify you before such transfer takes effect and, where required, seek your consent.
- **Protection of Rights and Safety:** Where necessary to protect the rights, property, or safety of the Company, our users, or the public.

7. Use of Google API Services

Where allin integrates with Google APIs, our use of data obtained through such APIs strictly adheres to the Google API Services User Data Policy, including the Limited Use requirements. Data obtained from Google APIs will not be used for serving advertisements or shared with third parties except as necessary to provide the relevant features.

8. Data Retention

We retain your personal data only for as long as necessary to fulfil the purposes for which it was collected, or as required or permitted by applicable law:

- Account data is retained for the duration of your account and for up to 24 months after account deletion, unless a longer period is required by law.
- Message content and messaging data is retained for the duration of the active account. Upon account deletion or conversation deletion, data will be removed within 30 days, unless an investigation or legal requirement is ongoing.
- Transaction and subscription records are retained for 5 years in accordance with Vietnamese accounting and tax regulations.
- User log data (IP address, access timestamps) is retained in accordance with the Law on Cybersecurity 2025.
- Crash reports and technical logs are retained for up to 12 months.
- Marketing consent records are retained for as long as the consent remains active plus an additional 3 years.

9. How We Protect Your Personal Data

We implement a comprehensive range of technical and organizational security measures, including:

- Encryption of data in transit using industry-standard TLS/SSL protocols.
- Encryption of message content in transit between devices and our servers.
- Encryption of sensitive data at rest using AES-256 or equivalent standards.
- Access controls restricting data access to authorized personnel on a need-to-know basis.
- Regular security assessments, penetration testing, and vulnerability management.
- Employee training on data protection and information security.
- Incident response and breach notification procedures in line with legal requirements.

10. Children's Privacy

The protection of children's personal data is a priority for us:

- Children under 7: We do not knowingly collect personal data from children under 7 without the explicit consent of a parent or legal guardian.
- Children aged 7 to under 12: We do not support this user group and do not knowingly collect their data.
- Users aged 12 to under 15: All data processing requires consent from a parent or legal guardian.
- Users aged 15 to under 18: May use the Service under parental supervision.

With respect to the friend connection and messaging features, we apply additional technical restrictions to protect minor users from inappropriate contact, in compliance with the Law on Children 2016 and applicable child protection regulations.

11. Your Rights as a Data Subject

Under the Law on Personal Data Protection 2025 (No. 91/2025/QH15), you have the following rights with respect to your personal data:

- Right to be Informed: You have the right to know what personal data we hold about you and how it is processed.
- Right to Consent / Withdraw Consent: You have the right to give or withdraw your consent to processing at any time, without affecting the lawfulness of prior processing.
- Right of Access: You have the right to access and review the personal data we hold about you.
- Right to Rectification: You have the right to request correction of inaccurate or incomplete personal data.
- Right to Erasure: You have the right to request deletion of your personal data where there is no longer a lawful basis for its retention.
- Right to Restriction: You have the right to request that we limit processing of your data in certain circumstances.
- Right to Data Portability: You have the right to receive your personal data in a structured, machine-readable format and to transmit it to another provider.

- **Right to Object:** You have the right to object to processing of your personal data where we rely on legitimate interests, including objecting to direct marketing.
- **Right Not to be Subject to Automated Decision-Making:** You have the right not to be subject to decisions made solely on the basis of automated processing that significantly affect your legal rights or interests, without human review.
- **Right to Complaint:** You have the right to lodge a complaint with the Department of Cybersecurity and High-Tech Crime Prevention (A05), Ministry of Public Security, if you believe your data protection rights have been violated.
- **Right to Compensation:** Where your rights have been violated and damage has occurred, you have the right to claim compensation in accordance with applicable law.

To exercise any of the above rights, please contact us at the details provided in Section 14. We will respond to your request within 30 days (or as required by applicable law) at no charge for reasonable requests.

12. Automated Decision-Making and AI

allin uses AI and automated systems to personalize your content experience. We want to be transparent about how these systems operate:

- **Content Recommendations:** Our AI analyzes your reading history, interaction patterns, and stated preferences to suggest articles and topics. These recommendations do not constitute legally binding decisions and do not involve profiling that significantly affects your legal rights or interests.
- **Human Oversight:** No automated system makes decisions about your account status, subscription, or access to the Service without human review capability.
- **Transparency:** You have the right to request information about how our automated systems process your data, as described in Section 11 (Right to be Informed).

13. International Data Transfers

Your personal data may be stored or processed by our service providers in countries outside Vietnam. In conducting any such international transfers, we take the following measures:

- We only transfer data to countries or recipients that provide an adequate level of data protection, or we implement appropriate safeguards (e.g., standard contractual clauses).
- In accordance with the Law on Cybersecurity 2025 (No. 116/2025/QH15), specified categories of Vietnamese user data are stored within Vietnam for the legally required retention period.
- Where required, we will obtain your consent before transferring sensitive personal data internationally.

14. Contact Information

If you have any questions, requests, or concerns about this Privacy Policy or our data protection practices, please contact us:

- **Company:** THE NEWUS Co., Ltd

- Registered Address: 69 Tan Lap, Dong Hoa Ward, Ho Chi Minh City, Vietnam
- Website: allin-application.com
- General Support: Available via the allin Help & Support section in the app
- Data Protection Contact: manlm.tnus@gmail.com

Requests submitted to our data protection contact will be acknowledged within 5 business days and responded to within 30 days, or as required by applicable law.

15. Updates to This Privacy Policy

We may update this Privacy Policy from time to time. When material changes occur, we will:

- Revise the “Last Updated” date at the top of this Policy.
- Notify you via in-app notification or push notification at least 15 days before the changes take effect.
- Where required by law, seek your renewed consent for any new processing activities.

ANNEX — Applicable Legal Framework

Vietnamese Law

- Law on Personal Data Protection 2025 (No. 91/2025/QH15) — effective 01/01/2026
- Decree 356/2025/ND-CP — implementing decree for the Law on Personal Data Protection 2025, effective 01/01/2026
- Law on Cybersecurity 2025 (No. 116/2025/QH15) — passed 10/12/2025
- Law on Data 2024 — passed 30/11/2024, effective 01/07/2025
- Decree 147/2024/ND-CP — on Internet and Online Information Management, effective 25/12/2024
- Law on Network Information Security 2015 (No. 86/2015/QH13)
- Law on Consumer Protection 2010
- Law on Children 2016 — protection of children in digital environments and social features
- Civil Code 2015

International Standards

- GDPR — General Data Protection Regulation (EU) 2016/679: applicable to users in the European Economic Area.
- COPPA — Children’s Online Privacy Protection Act (US): applicable to collection of data from children under 13.
- Google API Services User Data Policy: applicable to data obtained via Google APIs.

- Apple App Store Review Guidelines: applicable to subscription and payment features on iOS.
- Creative Commons Attribution-ShareAlike-NoDerivatives (CC BY-SA-ND): applicable to allin-created content.