

ViveSec Terms of Service

Effective Date: 16.03.2026

Version: 1.0

These Terms of Service (“Terms”) govern the access to and use of the ViveSec cybersecurity platform, software, and related services provided by ViVeTech Plc.

By accessing or using ViveSec services, you agree to be bound by these Terms.

If you do not agree to these Terms, you must not access or use the ViveSec platform.

1. COMPANY INFORMATION

Service Provider: ViVeTech Plc. (Hungarian legal name: ViVeTech Nyrt.)

Registered seat: 1118 Budapest, Szüret u. 15, Hungary

Registration number: 01-10-140801

DUNS: 366834808

Tax ID: HU27936030

ISIN: HU0000176300

Throughout this document, ViVeTech Plc. is referred to as “ViVeTech”, “Provider”, or “Company.”

2. DEFINITIONS

For the purposes of these Terms:

“ViveSec Platform”

means the cybersecurity platform, software applications, modules, APIs, infrastructure, and related services developed and operated by ViVeTech.

“Software”

means the ViveSec client software, server components, and associated technology.

“User”

means any individual or legal entity accessing or using the ViveSec platform.

“Customer”

means the organization or individual that has obtained a valid license for ViveSec software.

“Authorized Reseller”

means a third party authorized by ViVeTech to distribute ViveSec licenses.

“Services”

means the functionality, security capabilities, software updates, and operational services provided through the ViveSec platform.

3. ELIGIBILITY

By using the ViveSec platform, you represent and warrant that:

- you are legally capable of entering into binding agreements
- you are authorized to act on behalf of your organization if applicable
- your use of the Services complies with applicable laws.

ViVeTech may refuse access to the Services where required by law.

4. DESCRIPTION OF SERVICES

ViveSec provides a cybersecurity platform designed to support secure digital communication, system protection, and infrastructure security.

Services may include:

- encrypted communication capabilities
- security monitoring
- secure connectivity
- authentication systems
- software updates
- security patches
- infrastructure services.

ViVeTech reserves the right to modify, update, or discontinue features of the Services at any time.

5. LICENSE MODEL

Access to ViveSec software is provided under a **license model**.

Licenses may be:

- time-limited

- subscription-based
- perpetual.

Licenses may be obtained through **authorized resellers or partners**.

The exact scope and duration of a license is defined in the license agreement provided with the software.

6. USER RESPONSIBILITIES

Users agree to:

- use the Services only for lawful purposes
- maintain the confidentiality of authentication credentials
- implement reasonable security controls within their systems
- ensure compliance with cybersecurity regulations applicable to their organization.

Users must not:

- attempt unauthorized access to the platform
- interfere with platform operation
- attempt to bypass security mechanisms
- distribute malware
- conduct illegal surveillance activities
- use the platform for unlawful purposes.

7. ACCEPTABLE USE

Users must not use the ViveSec platform to:

- violate applicable laws or regulations
- distribute malicious software
- conduct cyber attacks
- perform unauthorized monitoring or interception of communications
- engage in fraudulent activities.

Violation of acceptable use rules may result in suspension or termination of access.

8. SOFTWARE UPDATES

ViVeTech may provide:

- updates
- security patches
- bug fixes
- feature enhancements.

Some updates may be mandatory for security reasons.

Users agree to install critical security updates when required.

9. INTELLECTUAL PROPERTY

All intellectual property rights relating to the ViveSec platform remain the exclusive property of **ViVeTech Plc.**

These rights include:

- software
- algorithms
- documentation
- trademarks
- branding
- technical architecture.

Users receive only a limited right to use the platform under the applicable license.

No ownership rights are transferred.

10. THIRD-PARTY COMPONENTS

The ViveSec platform may contain or integrate with third-party software components.

Such components may be governed by separate license terms.

ViVeTech does not assume responsibility for third-party systems outside its control.

11. DATA PROTECTION

ViVeTech processes personal data in accordance with applicable data protection laws, including:

- the **EU General Data Protection Regulation (GDPR)**.

Personal data may be processed for:

- service operation
- security monitoring
- technical support
- legal compliance.

Further information is available in the **ViveSec Privacy Policy**.

12. SECURITY

ViVeTech implements technical and organizational security measures designed to protect the ViveSec platform.

These may include:

- encrypted communications
- authentication controls
- system monitoring
- access management
- vulnerability management.

However, no digital system can be guaranteed to be completely secure.

Users remain responsible for maintaining secure environments within their own systems.

13. SERVICE AVAILABILITY

ViVeTech aims to provide high availability of the Services.

However, the Services may be temporarily unavailable due to:

- scheduled maintenance
- security updates
- infrastructure upgrades
- network disruptions
- force majeure events.

Service availability commitments may be defined in separate **Service Level Agreements (SLA)**.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, **ViVeTech shall not be liable for:**

- indirect damages
- incidental damages
- consequential damages
- loss of business
- loss of profits
- data loss.

Total liability shall not exceed the greater of:

- EUR 1,000
or
- the amount paid for the license during the previous 12 months.

15. INDEMNIFICATION

Users agree to indemnify and hold harmless ViVeTech from claims arising from:

- misuse of the Services
- violation of these Terms
- violation of applicable laws.

16. EXPORT CONTROL

The ViveSec platform may be subject to international export control laws.

Users agree not to export or use the platform in violation of:

- EU sanctions regulations
- U.S. export regulations
- applicable international restrictions.

17. GOVERNMENT REQUESTS

ViVeTech may disclose information where required by law, court order, or valid governmental request.

Where legally permitted, affected customers may be notified.

18. TERMINATION

ViVeTech may suspend or terminate access to the Services if:

- these Terms are violated
- illegal activity is detected
- required by law.

Upon termination, users must cease using the Services.

19. FORCE MAJEURE

ViVeTech shall not be liable for failure to perform obligations due to events beyond reasonable control, including:

- natural disasters
- cyber incidents
- infrastructure failures
- governmental actions.

20. MODIFICATIONS

ViVeTech may update these Terms from time to time.

Updated Terms will be published on the ViveSec website.

Continued use of the Services constitutes acceptance of the updated Terms.

21. GOVERNING LAW

These Terms are governed by the laws of:

- **Hungary**
- **European Union law**

Any disputes shall be resolved by the competent courts of Hungary unless mandatory consumer protection laws require otherwise.

22. CONTACT INFORMATION

For legal inquiries regarding these Terms:

ViVeTech Plc.

1118 Budapest
Szüret u. 15
Hungary

Email: info@vivetech.com