

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 this Agreement:

“Software”

means the ViveSec software platform, including server components, client applications, APIs, security modules, updates, and documentation.

“ViveSec Platform”

means the cybersecurity infrastructure, services, and software ecosystem operated by ViVeTech.

“Licensee”

means the organization or individual granted the right to use the Software.

“Authorized Reseller”

means a partner authorized by ViVeTech to distribute ViveSec licenses.

“License Key”

means the activation key, certificate, or authorization mechanism used to enable the Software.

“Documentation”

means the official user guides, technical documentation, and related materials.

3. LICENSE GRANT

Subject to the terms of this Agreement, **ViVeTech grants the Licensee a limited, non-exclusive, non-transferable license** to:

- install
- access
- operate
- use

the ViveSec Software for the Licensee's internal cybersecurity operations.

The license **does not grant ownership** of the Software.

All rights not expressly granted are reserved by ViVeTech.

4. LICENSE TYPES

Licenses may be issued in several forms, including:

- subscription licenses
- term licenses
- perpetual licenses
- enterprise licenses.

The exact license type and scope are defined in the license documentation provided with the Software.

5. LICENSE DELIVERY

Licenses may be delivered:

- directly by ViVeTech, or
- through **authorized resellers or distribution partners**.

Authorized resellers act independently and are not agents of ViVeTech.

6. PERMITTED USE

The Licensee may use the Software solely for:

- cybersecurity protection
- secure communication
- infrastructure security
- authorized network monitoring
- internal organizational use.

The Licensee must ensure that the Software is used only by **authorized personnel**.

7. LICENSE RESTRICTIONS

The Licensee shall **not**:

- reverse engineer the Software
- decompile the Software
- disassemble the Software
- modify the Software
- create derivative works
- sublicense the Software
- distribute the Software
- lease or rent the Software
- use the Software to provide commercial services to third parties without written authorization.

8. LICENSE TRANSFER

The License granted under this Agreement is **non-transferable**, unless:

- explicitly approved in writing by ViVeTech.

Unauthorized license transfer is strictly prohibited.

9. SOFTWARE UPDATES

ViVeTech may provide:

- security updates
- patches
- improvements
- feature upgrades.

Certain updates may be mandatory to maintain platform security.

Failure to install required updates may result in limited functionality.

10. TECHNICAL SUPPORT

Technical support may be provided through:

- ViVeTech support services
- authorized resellers
- enterprise support agreements.

Support services may include:

- troubleshooting
- software configuration assistance
- security incident guidance.

Support scope may vary depending on the license agreement.

11. SECURITY COMPLIANCE

The Licensee acknowledges that the ViveSec Software is a **cybersecurity system**.

The Licensee is responsible for:

- secure deployment
- proper configuration
- maintaining internal security procedures.

ViVeTech shall not be responsible for security failures caused by improper deployment or misuse.

12. DATA PROTECTION

Where the Software processes personal data, the parties must comply with:

- the **EU General Data Protection Regulation (GDPR)**
- applicable national data protection laws.

The Licensee is responsible for lawful processing of personal data within its environment.

13. INTELLECTUAL PROPERTY

All intellectual property rights in the Software remain the exclusive property of **ViVeTech Plc.**

These rights include:

- source code
- algorithms
- security architecture
- documentation
- trademarks
- branding.

Nothing in this Agreement transfers ownership of intellectual property.

14. AUDIT RIGHTS

ViVeTech reserves the right to verify compliance with license terms.

Such verification may include:

- license audits
- usage verification
- compliance checks.

Audits shall be conducted in a reasonable manner and with reasonable notice.

15. WARRANTY DISCLAIMER

The Software is provided “**as is**” to the maximum extent permitted by law.

ViVeTech does not guarantee that the Software will:

- be uninterrupted
- be error-free

- prevent all cybersecurity incidents.

Cybersecurity systems reduce risk but cannot eliminate it entirely.

16. LIMITATION OF LIABILITY

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

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

Total liability shall not exceed the greater of:

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

17. INDEMNIFICATION

The Licensee agrees to indemnify ViVeTech against claims arising from:

- misuse of the Software
- violation of applicable laws
- violation of this Agreement.

18. EXPORT CONTROL

The Software may be subject to export control regulations.

The Licensee agrees to comply with:

- EU export control regulations
- US export regulations
- international sanctions laws.

The Software may not be used in embargoed countries where prohibited by law.

19. TERMINATION

ViVeTech may terminate this Agreement if:

- the Licensee violates the Agreement
- the Software is used unlawfully
- payment obligations are not fulfilled
- required by law.

Upon termination:

- the Licensee must cease using the Software
- all copies must be removed.

20. FORCE MAJEURE

Neither party shall be liable for delays caused by events beyond reasonable control, including:

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

21. GOVERNING LAW

This Agreement shall be governed by the laws of:

- **Hungary**
- applicable **European Union regulations**.

Any disputes shall be resolved by the competent courts of Hungary unless mandatory law provides otherwise.

22. ENTIRE AGREEMENT

This Agreement constitutes the **entire agreement** between the parties regarding the Software license.

It supersedes all previous agreements or understandings.

23. CONTACT INFORMATION

For legal inquiries:

ViVeTech Plc.

1118 Budapest
Szüret u. 15
Hungary

Email: legal@vivesec.com

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:

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