

VIVIDIME TERMS OF SERVICE

Thank you for your interest in vividime.

The following terms and conditions apply to all users who either register for vividime services or download vividime software.

You Must Agree to these Terms of Service to Use vividime

By using or registering for vividime, you agree to these terms and conditions ("Terms of Service"). Each time you use vividime, you reaffirm your acceptance of the then-current Terms of Service. If you do not wish to be bound by these Terms of Service, you may discontinue using vividime.

vividime

For purposes of these Terms of Service, the term "vividime" shall mean the business intelligence data analyze software (whether preinstalled, on a medium or offered by download through the vividime.com website) and all other software, features, tools, and services provided by VIVIDATA PTE. LTD. and its subsidiaries and affiliates (collectively "vividime") from time to time to enhance or upgrade the instant messaging software.

Additional Terms and Conditions for other Services or Products

You agree and understand that certain premium vividime features and services offered by vividime may be subject to additional terms and conditions or registration requirements. You agree to abide by these additional terms and you further agree that a violation of those terms shall constitute a breach of these Terms of Service.

Modifications to the Terms of Service

vividime may change the Terms of Service at any time and in its sole discretion. The modified Terms of Service will be effective immediately upon posting and you agree to the new posted Terms of Service by continuing your use of vividime. vividime will provide at least 10-days' notice before any material changes take effect. If you do not agree with the modified Terms of Service, your only remedy is to discontinue using vividime and cancel your registration.

You May Use vividime for Lawful Purposes Only

You may use vividime for lawful purposes only. You may not transmit through vividime any material that

- (1) violates or infringes in any way upon the rights of others,
- (2) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable,
- (3) encourages conduct that would constitute a criminal offense,
- (4) gives rise to civil liability,
- (5) violates any policies posted in any community areas or
- (6) otherwise violates any law. You also may not undertake any conduct that, in vividime's judgment, restricts or inhibits any other user from using or enjoying vividime.

vividime's Right to Remove Content

vividime is not liable for Content that is provided by others. vividime reserves the right to remove Content that, in its sole judgment, does not meet its standards or does not comply with these Terms of Service, but vividime is not responsible for any failure or delay in removing such material.

Changes to the Service

vividime has the right at any time to change, modify, add to or discontinue or retire any aspect or feature of vividime including, but not limited to, the software, community areas, Content, hours of availability, equipment needed for access or use, the maximum disk space that will be allotted on vividime servers on your behalf either cumulatively or for any particular service or the availability of vividime on any particular device or communications service. vividime has no obligation to provide you with notice of any such changes.

vividime License to You

vividime grants you a personal, non-exclusive, non-transferable limited license to install vividime in object code form only on any computer or device from which you wish to access vividime and to use vividime for the sole and exclusive purposes of connecting to and using vividime in accordance with these Terms of Service. You may not sub-license, or charge others to use or access vividime without first obtaining written permission from vividime. vividime occasionally will provide automatic upgrades to improve your online experience, such as virus and spam screening technologies, although these upgrades may not be consistent across all platform and devices. You agree to accept and to take no action to interfere with such automatic upgrades, scanning, and related services.

You may not sell, assign, grant a security interest in or otherwise transfer any right in vividime or incorporate it (or any portion of it) into another product. You may not copy the vividime software. You may not translate, reverse-engineer or reverse-compile or decompile, disassemble, make derivative works from, or otherwise attempt to discover any source code in the vividime software. You may not modify the vividime software or use it in any way not expressly authorized by these Terms of Service. You may not authorize or assist any third party to do any of the things described in this paragraph. You understand that vividime's introduction of various technologies may not be consistent across all platforms and that the performance and features offered by vividime may vary depending on your computer and other equipment.

Restrictions on Access to or Use of vividime

You may access vividime only through the interfaces and protocols provided or authorized by vividime. You agree that you will not access vividime through unauthorized means, such as unlicensed software, and that you will only use vividime in conjunction with vividime authorized products and components.

No Support by vividime

You understand that your use of vividime is at your own risk and that vividime provides no assistance other than the information posted at www.vividime.com. vividime is under no

obligation to provide you with any error corrections, updates, upgrades, bug fixes and/or enhancements of the vividime software.

Third-Party Services

Third parties may offer from time to time applications or services to access vividime. Your use of such third-party applications will be at your own risk and subject to the terms and conditions of those third-parties. vividime does not represent and warrant that access and use of vividime through these third-party applications will be compatible, uninterrupted, error free, without defects or that you will be able to access vividime at all times and locations of your choosing. You also agree that vividime is under no obligation to provide you with any error corrections, updates, upgrade, fixes and/or enhancements to make vividime accessible through these third-party applications.

Data/Privacy Protection

1.VIVIDATA adopts multi-level security measures to protect user data, including but not limited to encryption technology, firewalls, physical security controls, and regular security audits, to ensure the confidentiality, integrity, and availability of data. All user data is stored in a secure environment that complies with industry standards, and access is limited to authorized personnel only.

2.VIVIDATA only uses user data for legitimate, necessary, and clear purposes, including but not limited to providing software services, improving product functionality, conducting market analysis, fulfilling legal obligations, and protecting user security. VIVIDATA promises not to use user data for activities unrelated to the above purposes, nor to disclose or sell user data to third parties without the user's consent.

3.Before collecting user data, VIVIDATA will inform users of the scope of data collection, purpose of use, and processing methods in a clear and understandable manner, and obtain their explicit consent. Users can express their consent through the software interface, email, or other forms. For any changes to the data usage policy, VIVIDATA will promptly notify users and regain their approval.

4.VIVIDATA strictly complies with the provisions of Singapore's Personal Data Protection Act (PDPA), including data quality, data access, data correction, data deletion, and appointment of data protection officers, to ensure that the collection, use, storage, disclosure, and destruction of data comply with legal requirements. VIVIDATA has established a Data Protection Officer (DPO) responsible for supervising the implementation of data protection work and conducting regular internal training to enhance employees' awareness of data protection. If it is necessary to transfer user personal data outside of Singapore, VIVIDATA will ensure that the data recipient can provide the same level of data protection as PDPA and comply with relevant cross-border data transfer regulations.

Disclaimer of Warranty; Limitation of Liability

DISCLAIMER OF WARRANTIES. YOUR USE OF VIVIDIME IS AT YOUR SOLE RISK. VIVIDIME IS PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE

LEGALLY INCAPABLE OF EXCLUSION. SPECIFICALLY, VIVIDIME DISCLAIMS IMPLIED WARRANTIES THAT VIVIDIME IS MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. VIVIDIME DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN VIVIDIME WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF VIVIDIME WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN VIVIDIME WILL BE CORRECTED. VIVIDIME DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF VIVIDIME OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. VIVIDIME DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO ACCESS OR USE VIVIDIME AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT VIVIDIME WILL HAVE ADEQUATE CAPACITY FOR VIVIDIME AS A WHOLE.

LIMITATION OF LIABILITY. VIVIDIME'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH VIVIDIME (INCLUDING WITHOUT LIMITATION YOUR USE OF VIVIDIME) IS TO DISCONTINUE YOUR USE OF VIVIDIME. VIVIDIME SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE ARISING FROM YOUR USE OF VIVIDIME OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR REGISTRATION FOR OR USE OF VIVIDIME. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF VIVIDIME HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, VIVIDIME'S LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. VIVIDIME DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH VIVIDIME AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Indemnification

You agree to defend, indemnify and hold harmless vividime and its directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of vividime. vividime reserves the right, at its own expense and in its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, and only in such event, shall you have no further obligation to provide indemnification for vividime in that matter.

vividime

vividime owns all rights in and to the vividime.

Electronic Delivery Policy

vividime, as an online business, transacts with its users electronically.

WHEN YOU SIGN UP FOR VIVIDIME, YOU CONSENT TO RECEIVE ELECTRONICALLY FROM VIVIDIME ANY PRIVACY OR OTHER NOTICES, AGREEMENTS, DISCLOSURES, REPORTS, DOCUMENTS, COMMUNICATIONS, OR OTHER RECORDS (COLLECTIVELY, "NOTICES").

You agree that vividime generally can send you electronic Notices in either or both of the following ways:

- (1) to the e-mail address that you provided to vividime during registration or
- (2) vividime may post Notices on the vividimetech.com web site.

The delivery of any Notice from vividime is effective when sent by vividime, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. Your only method of withdrawing consent to receive Notices electronically is to terminate any subscriptions, services or other products provided under these Terms of Service.

Miscellaneous

A. The provisions of these Terms of Service addressing disclaimers of representations and warranties, limitation of liability, indemnity obligations, intellectual property, and governing law shall survive the termination of these Terms of Service and your registration with vividime.

B. These Terms of Service and any operating rules for any areas of functionality of vividime established by vividime constitute the entire agreement between vividime and you regarding the subject matter of these Terms of Service, and supersede all previous written or oral agreements. The Terms of Service shall be governed by and construed in accordance with the laws of Republic of Singapore, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under the Terms of Service and or your use of vividime resides in the courts located in Republic of Singapore, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

The SOFTWARE contains certain licensed third party software components. These components are licensed under their corresponding license agreements. Use of any identified "Third Party" software provided herein is subject to the terms and conditions provided in electronic form with that software. The third party terms and conditions are available on the Internet and are also provided in the "licenses" directory in the SOFTWARE installation.

Third Party Software Component:
License Agreement

apache-license.txt

annotations 、 batik 、 commons-codec 、 commons-collections4 、 commons-compress 、 commons-configuration2 、 commons-io 、 commons-lang3 、 commons-math3 、 commons-text 、 commons-validator 、 docx4j-JAXB-MOXy 、 druid 、 fastjson 、 grpc 、 guava 、 httpclient 、 httpcore 、 jackson-databind 、 jersey-container-servlet 、 jersey-hk2 、 jieba-analysis 、 jiguang-common 、 jna 、

jpjush-client、log4j、lz4-java、mongo-java-driver、netty-all、opencsv、org.json.simple、opencsv、poi、qcloudsms、quartz、querydsl-jpa、reflections、webp-imageio-core、xmlgraphics-commons、zip4j、zkclient、zookeeper、Tomcat、puppeteer

bsd-license.txt

antlr4-runtime、dom4j、jblas、jsch、pinyin4j、node

lgpl-license.txt

geotools、Rserve

mit-license.txt

bcpxix-jdk18on、big-math、java-string-similarity、jedis、oshi-core、slf4j-api

MulanPSL2.txt

hutool-crypto

UnRar License.txt

junrar

cddl-license.txt

javax.annotation-api

edl-license.txt

jaxb-runtime、jts-core、jakarta.mail

json-license.txt

json

ICU-license.txt

icu4j

Oracle JDBC Driver:

oracle-JDBC-license.txt

postgresql JDBC Driver:

postgresql-license.txt