

# General Terms of Use

Last updated: Wednesday, August 22, 2018

These general terms of use (“Terms of Use”) contain the terms under which you use HIKVISION Content (as defined below) that Hangzhou Hikvision Digital Technology Co., Ltd with its affiliates (“HIKVISION”, “we”, “our”, “us”) provide at <https://us.hikvision.com/en>.

These General Terms of Use apply to all HIKVISION Content HIKVISION provides, but additional specific terms of use may apply to some Contents (“Additional Terms”). We refer to the combination of these General Terms of Use and any applicable Additional Terms collectively as the “Terms of Use“. Please read these terms carefully. By downloading and/or using HIKVISION Content available via this website, you agree to be legally bound by these Terms of Use. If you don’t agree to these terms, you may not download or use any of HIKVISION Content.

## 1 These Terms May Change

HIKVISION reserves the right, at its discretion, to modify these Terms of Use, provided certain provisions of these Terms of Use prove to be incomplete or outdated and further provided that these amendments are reasonable for you, taking into account your interests.

All amendments are hereby incorporated into the Terms of Use by reference and become effective upon the revised Terms of Use posted at the website or otherwise made available to you. Continued use of HIKVISION Content following the notice will indicate your acknowledgment and agreement to be bound by these revised Terms of Use.

## 2 HIKVISION Content

### 2.1 HIKVISION Content

You will be provided with different kinds of HIKVISION-proprietary content, including but not limited to software, software development kits (SDKs), header files, APIs, libraries, simulators, software (source code and object code) and any technical or other specifications or documentation by HIKVISION, as applicable (“HIKVISION Content”). For the purpose of these Term of Use, any bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such content shall be included as HIKVISION Content.

### 2.2 Limited License to HIKVISION Content

A. HIKVISION retains full ownership of HIKVISION Content. HIKVISION hereby grants you, a limited, non-exclusive, revocable, non-sublicensable and non-transferable license to utilize, evaluate, test HIKVISION Content for, and only for the developing compatible contents with HIKVISION products and/or use of HIKVISION products.

B. You shall not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense HIKVISION Content, in whole or in part, or to enable others to do so. You shall use HIKVISION Content for any purpose not expressly permitted in Section 2.2.

C. You shall not install, use or run HIKVISION Content on any other products on or in connection with devices other than HIKVISION products, or to enable others to do so. And You shall not and agree not to, or to enable others

to, copy (except as expressly permitted under these Terms of Use), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of HIKVISION Content, or any part thereof except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with HIKVISION Content.

D. You agree to comply with all applicable Open Source Software licensing terms if any Open Source Software included in your own products and shall not use any Open Source Software in such a way that would cause the non-open portions of the HIKVISION Content and/or HIKVISION products to be subject to any Open Source Software licensing terms or obligations.

### **2.3 Changes of HIKVISION Content**

HIKVISION reserves rights, without liability to you, at its discretion, to add, alter, or remove functionality from HIKVISION Content at any time with prior notice posted at the website (updates, upgrades and variations of HIKVISION Content).

### **3 Publicity**

Except as explicitly permitted or required, by the Terms of Use or otherwise, you may not use HIKVISION' name, logo or any other HIKVISION's trademarks or brand elements.

### **4 Confidentiality**

You shall keep HIKVISION Content as confidential information and only use and disclose it in accordance with the Terms of Use and any other agreement giving you such rights. However, HIKVISION Content is not regarded as confidential information if such Content: (a) is or becomes public; (b) was lawfully known to you before receiving it from you; (c) is received by you from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by you without reference to your HIKVISION Content.

### **5 User Behavior**

You are responsible for your conduct and communications with others while using HIKIVISON Content. You must comply with the following requirements when using HIKIVISON Content:

A. You must use HIKIVISON Content in compliance with, and only as permitted by, applicable laws. You may not use HIKIVISON Content to infringe the intellectual property rights of others, or to commit an unlawful activity.

B. You should not, use, or access HIKIVISON Content for the purpose of promoting a product or service or for any other purposes which may be in conflict with the business and interest of HIKVISION.

C. You shall not misuse HIKIVISON Content by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that HIKVISION provides.

D. You shall not transmit any viruses, malware, or other types of malicious software, or links to such software, through the HIKIVISON Content or the website.

### **6 NO WARRANTY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HIKIVISON CONTENT ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE" WITH ALL FAULTS AND**

**ERRORS, AND HIKVISION AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AVAILABILITY, DATA SECURITY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.**

**SURVEILLANCE, DATA PROTECTION, AND PRIVACY LAWS VARY BY JURISDICTION AND MAY IMPOSE CERTAIN RESPONSIBILITIES ON YOUR USE OF HIKIVISON CONTENT. YOU ACKNOWLEDGE AND AGREE THAT YOU (AND NOT HIKIVISON) WILL BE RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH APPLICABLE LAWS WHERE YOU LIVE AND THAT HIKIVISON SHALL NOT BE LIABLE IN THE EVENT THAT HIKIVISON CONTENT IS USED FOR ILLEGAL PURPOSES, INCLUDING, WITHOUT LIMITATION: NON-CIVIL USE; RECORDING OR SHARING VIDEO OR AUDIO CONTENT THAT IS NOT IN CONFORMANCE WITH APPLICABLE LAW; FAILURE TO COMPLY WITH NOTICE AND CONSENT LAWS; INFRINGEMENT OF THIRD-PARTY RIGHTS; USE IN CONNECTION WITH MEDICAL TREATMENT, OR OTHER SITUATIONS WHERE HIKIVISON CONTENT FAILURE COULD LEAD TO DEATH OR PERSONAL INJURY.**

## **7 LIMITATIONS ON LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HIKVISION, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, CONTRACTORS, AGENTS, LICENSORS, OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST DATA OR CONTENT, DOCUMENTATION, OR PROFITS, SERVICE INTERRUPTION, COMPUTER DAMAGE, COST OF SUBSTITUTE SERVICES, INABILITY TO USE HIKIVISON CONTENT, PRIVACY LEAKAGE, OR ANY OTHER LIABILITIES OR LOSSES CAUSED BY HIKIVISON CONTENT OR BY FAILURES OF HIKIVISON CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HIKIVISION KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HIKVISION BE LIABLE FOR CLAIMS ARISING FROM OR RELATED TO HIKIVISON CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. HIKIVISION DISCLAIMS ALL LIABILITY OF ANY KIND OF HIKIVISION'S LICENSORS AND SUPPLIERS.**

## **8 Indemnification**

You will indemnify and hold harmless HIKVISION and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your use of HIKIVISON Content or breach of the Terms of Use, that such liabilities, damages and costs were caused by you.

## **9 Trade Compliance**

You shall comply with all applicable sanctions, anti-boycott, export, and re-export control laws and regulations,

including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

## **10 Governing Law and Dispute Resolution**

The laws of the People's Republic of China shall govern the Terms of Use. Any dispute, controversy or claim arising out of or in connection with the Terms of Use, or the breach, termination or invalidity thereof, shall be finally settled by China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing in accordance with CIETAC rules. The arbitral tribunal shall be composed of three arbitrators. The language to be used in the arbitral proceedings shall be English, unless the Parties agree otherwise.

## **11 Miscellaneous**

### **11.1 Entire Agreement; Waiver; Severability**

The Terms of Use constitute the entire and exclusive understanding between you and HIKVISION with respect to the use of the Services, and these terms supersede and replace any and all prior oral or written understandings or agreements between HIKVISION and you regarding the Services. HIKVISION's failure to enforce any right or provision in the Terms of Use will not constitute a waiver of such right or provision or of any other rights or provisions in the Terms of Use. If a court or tribunal should find that one or more rights or provisions set forth in these Terms of Use are invalid, you agree that the remainder of the Terms of Use will remain in full force and effect and that the invalid provision will be enforceable to the fullest extent permitted by law.

### **11.2 Assignment**

You may not assign or transfer the Terms of Use and any associated rights or obligations, by operation of law, without HIKVISION's prior written consent. Any attempt by you to assign or transfer the Terms of Use, without such consent, will be null. HIKVISION may freely assign or transfer these Terms of Use without restriction will remain in full effect.

## **12 Contact Us**

Should you have any questions, please contact us immediately via email at [techsupport.usa@hikvision.com](mailto:techsupport.usa@hikvision.com)

*Copyright © 2018 Hangzhou Hikvision Digital Technology Co., Ltd.* ALL RIGHTS RESERVED.