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Sometimes, We collect certain personal information about You solely in connection with Your access and use of This Website.

We reserve the right to require that You change Your password or restrict Your access to This Website as We deem reasonably necessary.

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- You may discontinue Your access to and use of This Website at any time. In the event of an automatic termination for breach, You must immediately destroy any downloaded or printed materials (and any copies thereof).

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- Hanwha Vision America may make changes to the This Website, or to the products, services and prices described in This Website, at any time without notice.
- This Website may be out of date and Hanwha Vision America makes no commitment whatsoever to update This Website.
- Information published on This Website may refer to products, programs, or services that are not available in your country.

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Entire Agreement for Everyone

These Terms, together with any additional terms to which You agree when using particular elements of This Website, constitute the entire and exclusive and final statement of the agreement as between Everyone with respect to the subject matter hereof, superseding any prior agreements or negotiations between You and Hanwha Vision America with respect to the same. The Hanwha Vision America Parties are third party beneficiaries with respect to the provisions in these Terms that reference them.

Miscellaneous

The failure of Hanwha Vision America to exercise or enforce any right or provision of These Terms shall not constitute a waiver of such right or provision. If any provision of These Terms is found by a court of competent jurisdiction to be invalid, You nevertheless agree that the court should endeavor to give effect to the intentions of Hanwha Vision America and You as reflected in the provision, and that the other provisions of These Terms remain in full force and effect. The section titles in These Terms are for convenience only and have no legal or contractual effect. These Terms shall remain in full force and effect notwithstanding any termination of Your use of This Website. These Terms will be interpreted without application of any strict construction in favor of or against You or Hanwha Vision America. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Hanwha Vision America without restriction. You will address any written notice to HVA to Hanwha Vision America Inc., 500 Frank W Burr Blvd Suite 43, Teaneck, NJ 07666 or another address designated in writing by HVA to You. HVA will address any written notice to You to the email address associated with Your account, and You hereby consent to receive all notices and other communications at such e-mail address.

Hanwha Vision America May Modify These Terms of Use

Hanwha Vision America may, in its sole and absolute discretion, change These Terms (including any other documents that are referenced in or linked to from These Terms) from time to time. Hanwha Vision America will post notice of such changes on This Website as applicable. If You object to any such changes, Your sole recourse shall be to cease using This Website. Continued use of This Website following notice of any such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Certain provisions of These Terms may be superseded by expressly-designated legal notices or terms located on particular pages of This Website and, in such circumstances, the expressly-designated legal notice or term shall be deemed to be incorporated into These Terms and to supersede the provision(s) of These Terms that are designated as being superseded.

HANWHA VISION SALES HUB TERMS OF USE

Application of these Terms.

If You are a HVA reseller, dealer, system integrator or other partner, You may have access to the Hanwha Vision SalesHub (“SalesHub”) accessible through the Website. Reference to “You” in this section of These Terms accordingly refers to such HVA resellers, dealers, system integrators or other partners who receive access to SalesHub, and no-one else. These Terms, including this section of these Terms, govern Your use of and access to SalesHub, Your purchase via SalesHub of subscriptions to HVA cloud products offered on SalesHub (such subscriptions, “HVA Cloud Subscriptions”, and such products, “HVA Cloud Products”), and Your purchase of licenses to HVA software via SalesHub (such software, “SalesHub-Purchased Software”, and such licenses, “SalesHub-Purchased Software Licenses”). Your use of and access to the HVA Cloud Products will be governed by the Hanwha Vision Cloud Terms of Service accessible from the HVA cloud portal (“HVA Cloud Terms of Service”). These Terms are intended to supplement the HVA Cloud Terms of Service, any separate license terms agreed between You and HVA relating to the SalesHub-Purchased Software, and the separate agreement You have entered into with HVA which governs Your purchase of HVA hardware and software products, including the Partner Addendum between You and HVA governing Your purchase of HVA Cloud Subscriptions (the “Partner Agreement”), and are not intended to modify such terms or agreements. Additional terms and conditions relating to certain HVA Cloud Subscriptions may be made available to You and Your purchase of the relevant HVA Cloud Subscriptions shall also be subject to such terms and conditions. Your purchase and use of the SalesHub-Purchased Software will also be governed by a separate license agreement as entered into between You and HVA. This section applies notwithstanding the section “Entire Agreement for Everyone” in These Terms.

Tax Certificate.

You must upload a valid and up-to-date resale tax certificate in SalesHub to be able to make any purchase via SalesHub.

Ordering of Subscriptions

You may only purchase HVA Cloud Subscriptions and SalesHub-Purchased Software Licenses in Your capacity as a service provider for Your end customers (who are not resellers or distributors of the HVA Cloud Products, SalesHub-Purchased Software, HVA Cloud Subscriptions, or SalesHub-Purchased Software Licenses) will who be the ultimate users of the HVA Cloud Products or SalesHub-Purchased Software (“End Customers”). When using SalesHub, You will be responsible for ensuring that any person placing an order or making a selection on Your behalf has Your authority to do so.

Account Credentials

You are and will remain solely responsible and liable for the use and confidentiality of Your or Your End Users' credentials that are used to access Your account to this Website (including SalesHub) ("Account Credentials"), and for all activities, charges, deductions, losses and damages that: (a) occur using the Account Credentials or as a result of access to Your account, whether or not authorized by You, or (b) result from You or Your End Users' access to or use of Your account, whether or not authorized by You. HVA has no obligation to confirm that any person using any of Your Account Credentials or Your account has been authorized by You to do so. You will ensure that Your End Users comply with all terms and conditions of These Terms, and You shall be responsible and liable to HVA for any breach of These Terms by any End User. "End Users" means an individual who works for You as an employee or independent contractor and whom You designate and authorize to access and use Your account.

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All prices posted on SalesHub are subject to change without advance notice. The price charged for a HVA Cloud Subscription will be the price posted on SalesHub at the time the order is placed. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes. It is Your responsibility to pay applicable taxes, duties, and fees associated with transactions made via SalesHub. We are not responsible for pricing, typographical, or other errors and We reserve the right to cancel any orders arising from such errors.

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We currently use third parties to process payments. Our third-party payment processors ("Payment Processor") accept payments through various credit cards and other payment methods, as set forth on the applicable payment screen. You must provide valid, current, complete, and accurate payment information in order to complete a purchase. You are responsible for keeping your payment information on Your account up to date. Your payment information will be used by the Payment Processor and shared with their third-party service providers to process Your payments. We reserve the right at any time to change our billing methods.

Usage Data

Without limiting anything in These Terms, we may collect, process, derive or generate data or information relating to Your use of SalesHub, including such data or information that HVA makes available to You via SalesHub ("Usage Data") and You consent, for Yourself and on behalf of Your End Users to HVA's collection and processing of Usage Data. A description of HVA's practices related to personal information and other data that HVA collects is found in HVA's Privacy Policy.

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Subject to Your compliance with These Terms, HVA grants You a limited, non-exclusive, revocable, non-transferable, non-sublicensable license, during the term of These Terms, to use the SalesHub Data and the information contained therein solely for to manage Your HVA Cloud Subscription and SalesHub-Purchased Software License orders and End Customers for Your internal business purposes.

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You are responsible for providing HVA with an accurate email address to receive a license key from HVA. HVA has no obligation to confirm that the email address is accurate. In the event the intended recipient has not received a license key for any HVA Cloud Subscription or SalesHub-Purchased Software License due to no fault of HVA (such as Your provision of an inaccurate email address), HVA shall not be liable for any loss, damage, claims, liability, award, penalty, fine, cost or expense in connection therewith. Upon HVA's sending of the license key for a HVA Cloud Subscription or SalesHub-Purchased Software License (as applicable) to the relevant email address provided by You through SalesHub, the relevant HVA Cloud Subscription or SalesHub-Purchased Software License (as applicable) shall be deemed provided and delivered by HVA to You as agreed upon by You and HVA shall have no further liability to You, any End Customer or any third party for such HVA Cloud Subscription or SalesHub-Purchased Software License (as applicable) (except with respect to HVA Cloud Subscriptions, pursuant to the HVA Cloud Terms of Service with respect to the limited warranty granted by HVA to End Customers or with respect to SalesHub-Purchased Software Licenses, pursuant to the separate license agreement entered into by the parties).

End Customer Information

Without limiting the above, it is Your sole responsibility to ensure that any End Customer information you register or input into SalesHub is accurate, complete and up to date and Your End Customers have consented to HVA's use of such information to provide services to you and the End Customer, including the provision of SalesHub Data to you.

Refunds

Amounts paid by You via SalesHub may be refundable in accordance with the Partner Agreement, HVA Cloud Terms of Service, or other license, documents or agreements between HVA and You .

Subscription Terms for HVA Cloud Subscriptions

The duration of each HVA Cloud Subscription will be set forth in SalesHub. HVA Cloud Subscriptions do not currently renew automatically. If You do not renew a subscription, such subscription will automatically terminate and the right to use the relevant HVA Cloud Product will end without HVA incurring any liability.

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Compliance with Laws

You will comply and will ensure that all Your End Users comply with all applicable laws, including privacy and data protection laws, regulations, binding guidance that applies to the processing of personal data or to the privacy of electronic communications, import and export compliance laws and regulations and anti-bribery and anti-corruption

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