

Terms of Use

VIVIDA PRODUCTIONS LIMITED (VIVIDA) provides a customisable subscription or paid in full service that allows our customers to access ("VIVIDA content") streamed over the Internet to certain Internet-connected computers and other devices.

By using our services, you agree to our terms and conditions and acknowledge that you have read, understood, and accepted our privacy policy, which governs the collection, use, and protection of your personal information.

These Terms of Use govern your use of the VIVIDA Experiential Learning Platform. As used in these Terms of Use, "VIVIDA service", "our service" or "the service" means the service provided by VIVIDA for discovering, interacting, and watching VIVIDA content via our Experiential Learning Platform, including all features and functionalities, recommendations, and reviews, the Experiential Learning Platform, and user interfaces, as well as all content and software associated with our service.

VIVIDA Experiential Learning Platform Access

Your Experiential Learning Platform access will continue until terminated. To use the VIVIDA Experiential Learning Platform must have Internet access and a PC, Laptop, or device capable of receiving "VIVIDA content", and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time. Unless you cancel your contract before your billing date, you authorise us to charge the contract fee for the next billing cycle to your Payment Method.

Details of your license term and number of people allowed under the license to access the Experiential Learning Platform can be found in your Contract or Order Form.

VIVIDA may offer a number of contract plans, some contract plans may have differing conditions and limitations, which will be disclosed in the contract at your sign-up.

VIVIDA Promotional Offers

Promotional Offers. We may from time to time offer special promotional offers, plans, or contracts ("Offers"). Offer eligibility is determined by VIVIDA at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Customers with an existing or recent VIVIDA contract may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment, or an account email address used with an existing or recent VIVIDA contract to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

VIVIDA Experiential Learning Platform As A Service

User registration is based on the type of account selected and detailed in the contract or

order form.

Any content viewed through the platform is for your personal and company use only and may not be shared with individuals beyond your organisation, your organisation's affiliates, former colleagues. During your VIVIDA contract, we grant you a limited, non-exclusive, non-transferable right to access the VIVIDA Experiential Learning Platform and view VIVIDA content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for demonstrations or in a public viewable performance.

The VIVIDA Experiential Learning Platform, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including our website, user interfaces, promotional features, and availability of VIVIDA content.

Some VIVIDA Experiential Learning Platform "Content" may be available for temporary download and offline viewing under certain conditions and on certain supported devices. Limitations apply, including restrictions on the number of downloads per account, the maximum number of devices that can contain Content, the time period within which you will need to begin viewing Content, and how long the Content will remain accessible. Some Content may not be playable in certain countries and if you go online in a country where you would not be able to stream that Content, the Content will not be playable while you are in that country.

You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale or use content and information contained on or obtained from or through the VIVIDA Experiential Learning Platform. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the VIVIDA Experiential Learning Platform; use any robot, spider, scraper, or other automated means to access the Experiential Learning Platform; decompile, reverse engineer or disassemble any software or other products or processes accessible through the VIVIDA Experiential Learning Platform; insert any code or product or manipulate the content of the VIVIDA Experiential Learning Platform in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail, or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the VIVIDA Experiential Learning Platform, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

The quality of the display of the VIVIDA Experiential Learning Platform content may vary from device to device and may be affected by a variety of factors, such as your location, the bandwidth available through, and/or the speed of your Internet or cellular network connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching VIVIDA Experiential Learning Platform content will vary based on a number of factors, including your location, available bandwidth at the time, the content you have selected, and the configuration of your device.

By agreeing to these terms and conditions, you acknowledge that VIVIDA is not liable

for any disruptions or issues with your internet connection that may affect your ability to use our service.

VIVIDA software is developed by, or for, VIVIDA and may solely be used for authorised streaming and viewing of VIVIDA Experiential Learning Platform content.

Passwords and Account Access

The member who created the VIVIDA Experiential Learning Platform account and whose Payment Method is charged (the "Account Owner") is responsible for any activity that occurs through the VIVIDA Experiential Learning Platform account. To maintain control over the account and to prevent anyone from accessing the account, the Account Owner should maintain control over the devices that are used to access the service and not reveal the password or details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, VIVIDA, or our partners from identity theft or other fraudulent activity.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the England and Wales.

Customer Support

To find more information about our service and its features or if you need assistance with your account, please email us at servicesupport@vivida.io. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we have full access to your computer. If you do not want us to have this access, you should not consent to support through the remote access tool, and we will assist you through other means.

Limitations of Liability

The platform is provided 'as is,' and we disclaim all warranties and limitations of liability. We are not responsible for any loss or damages incurred by users while using our platform.

Termination and Cancellation

When termination of our Experiential Learning Platform service by the customer is received in a written instruction, stopping of payment or for non-payment, contract completion and no request for cancellation or continuance has been received or for any breach of contract, then all data for the company and the users will be deleted. This will not be able to be restored should the customer change their mind.

We retain your personal data for as long as your account is active and in accordance with legal requirements. Unless specifically requested by the customer, data shall be deleted or destroyed after 30 days of account expiration in a secure manner.

Survival

If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.

Changes to Terms of Use

VIVIDA may, from time to time, change these Terms of Use.

Electronic Communications. We will send you information relating to your account (e.g. confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

Last Updated: Jan 23rd, 2024