

End User License Agreement

Thank you for supporting [HyperMotion]! This [License] Agreement is a legal agreement concluded between you and [ONEPRO CLOUD LIMITED] (hereinafter referred to as ONEPRO CLOUD) about the [License] service that ONEPRO CLOUD provides to you.

I. Effectiveness of the Agreement

1. The Agreement shall take effect upon the confirmation of the user. The online version of the Agreement is provided by ONEPRO CLOUD. Once the Agreement is confirmed by the user, it shall have the contractual effect and be legally binding on both ONEPRO CLOUD and the user.
2. The Agreement shall take effect once the user uses the License: The user can use the [License] through [License Download] or other methods.

II. Definition

1. The [License] refers to [HyperMotion].

III. License to Use

1. The [License] shall be protected by copyright laws, international copyright treaties and other relevant intellectual property laws, regulations and treaties. The License shall only serve as the permit for using the software by authorized users and shall not be intended for sales purposes.
2. The [License] is owned by [ONEPRO CLOUD].
3. According to the provisions of the Agreement, ONEPRO CLOUD shall grant the user the non-exclusive and non-transferable right to use the [License].
4. The user shall not transfer the right to use the License through resale or any other means, nor infringe on the intellectual property rights of ONEPRO CLOUD by engaging in activities like providing the License to any third party for use. In case of such misconducts, the user shall compensate for all losses caused to ONEPRO CLOUD.

IV. Payment

1. The user shall pay all fees for using the [License] in accordance with the pricing system of the [License]. ONEPRO CLOUD reserves the right not to provide the License and/or technical support to the user, or the right to terminate the License and/or technical support if the user has not paid all fees as agreed. If the name, specification or price of the [License] has been amended when the user pays the renewal fee for the [License], the user shall agree the new name, specification or price of the [License]; in case the user does not agree the new name,

specification or price of the [License], he/she can refuse to pay the renewal fees, and the [License] shall be terminated automatically upon expiration.

V. Rights and Obligations of the User

1. The user shall guarantee that all its conducts in using the License is in compliance with national laws and regulations, and such conducts are legal and true without infringing upon the legitimate rights and interests of any third party.
2. The user shall pay for the [License] in full and on time (if applicable), otherwise ONEPRO CLOUD shall reserve the right to terminate the user's right of using the [License] at any time, and the user shall take full responsibility for the damages caused by the termination of the License by ONEPRO CLOUD.
3. The user shall guarantee that he/she will not reverse engineer, decompile, or disassemble the [License], except for activities clearly permitted by law.
4. The user shall understand and agree that due to the limitations of the existing technology, the [License] provided by ONEPRO CLOUD can be flawed, and cannot guarantee normal execution or desired result under any circumstance.

VI. Rights and Obligations of ONEPRO CLOUD

1. ONEPRO CLOUD shall guarantee that it has the legal right to provide the user with the [License] to use and ensures the validity of its copyright.
2. ONEPRO CLOUD shall promise that the provision of the [License] to users does not infringe on the legitimate rights and interests of any third party, including but not limited to the intellectual property rights of any third party. If the user is subject to any legal action or administrative procedure by a third party due to ONEPRO CLOUD's conducts, ONEPRO CLOUD shall assume relevant legal responsibility and bear relevant consequences.
3. ONEPRO CLOUD shall be responsible for upgrading, maintaining and managing the [License] in time, and provide users with consultation services and technical support for the License through customer service calls, online customer services and so on.
4. ONEPRO CLOUD shall guarantee the stability and continuity of the [License] provided to the user. In case the user has to terminate the use of the License in advance due to the faults of ONEPRO CLOUD, ONEPRO CLOUD shall fulfill corresponding refund obligation (if applicable).
5. ONEPRO CLOUD shall promise that the [License] provided to the user does not contain:

(1) Any virus that intentionally damage, maliciously interfere in, secretly intercept or invade any system, data or personal information, destructive programs disguised as real programs, computer worms, time bomb or other computer programs;

(2) Any known vulnerabilities, backdoors and malicious software;

6. Limitation of Liability: To the maximum extent permitted by applicable laws, ONEPRO CLOUD will not compensate for any loss arising from any indirect, accidental, direct, specific, punitive or other damages caused by the use of the [License] or failure to use the [License], including but not limited to damages caused by personal injury or property damage, damages caused by profit loss, data loss, business interruption, and computer paralysis or failure, damages caused by the loss of business information, damages caused by privacy breach because of failure to fulfill in responsibilities such as being honest and very attentive, damages caused by negligence, or damages caused by any monetary loss or any other loss, even if ONEPRO CLOUD has been informed of the possibility of such damages in advance.

VII. Usage and Disclosure of the User Data

1. ONEPRO CLOUD may provide the License to the user to fulfill his/her purpose by utilizing the user's data, which includes but is not limited to the data used to send him/her the product and License information.

2. ONEPRO CLOUD shall not disclose any user data without the user's permission. However, user data can be partially or fully disclosed under the following circumstances:

(1) Disclose user data to third parties with the consent of the user;

(2) Disclose user data to third parties or administrative or judicial institutions in accordance with relevant provisions of the law or the requirements of administrative or judicial institutions;

(3) The user data shall be shared with the third party so as to provide the software or License required by the user.

VIII. License Period and Termination

1. The [License] is valid for the duration of the subscription period (e.g., one month or one year from the date of first use), unless otherwise specified.

2. ONEPRO CLOUD reserves the right to terminate the provision of the [License] without taking any responsibility, under any of the following circumstances:

(1) The [License] purchased by the user has expired but the renewal fees have not been paid;

(2) The user has seriously violated the terms of the Agreement and has not corrected such misconducts after being notified by ONEPRO CLOUD.

IX. Amendments to the Agreement

1. If any part of the Agreement is amended, ONEPRO CLOUD shall inform the user of such amendments through appropriate means.
2. If the user does not accept amendments to relevant terms of the Agreement made by ONEPRO CLOUD, he/she reserves the right to stop using the [License]. In such a case, ONEPRO CLOUD shall refund the remaining fees (if any) to the user, and give the user a reasonable period of time to do necessary work such as data backup, download, storage and migration. If the user continues to use the [License], it shall be deemed that the user accepts ONEPRO CLOUD's amendments to the relevant terms of the Agreement.

X. Laws and Dispute Resolution

1. The conclusion, implementation and interpretation of the Agreement and relevant dispute resolution arising from the Agreement shall be governed by the law of Republic of Singapore.
2. For disputes between the two parties arising from the conclusion, implementation or interpretation of the Agreement, the two parties shall endeavour to resolve them through friendly negotiation. If the negotiation fails, either party shall submit a request for arbitration with [The Singapore International Arbitration Centre (SIAC)], and the arbitration award shall be binding on both parties.

XI. Supplementary Provisions

1. In case any term of the Agreement is deemed invalid or unenforceable, such terms can be removed, and the remaining ones shall still have legal effect.
2. The title of the Agreement is only for the convenience of reading, and does not define, limit, interpret or describe the scope or boundary of the terms of the Agreement.
3. Both parties agree that the Agreement shall take once the user uses the License.
4. According to its own operating conditions, ONEPRO CLOUD can transfer all its rights and obligations under the Agreement to a third party by notifying the user [30] working days in advance without getting the users' prior consent. The assignee of ONEPRO CLOUD is subject to the terms of the Agreement, and ONEPRO CLOUD and its assignee are jointly and severally liable for the execution of the Agreement.