End User Licence Agreement

ViLi Accounting – Singapore edition (desktop / offline) · Version 1.0 · Effective 8 November 2026

Important: ViLi Accounting is a bookkeeping tool, not tax or accounting advice. You must check every figure before filing and back up your data regularly. Our total liability is limited to the fees you paid in the last 12 months. By purchasing, activating or using the Software you accept this Agreement.

Please read this Agreement carefully. By purchasing, downloading, installing, activating or using ViLi Accounting, you agree to be bound by it. If you do not agree, do not install or use the Software and ask for a refund within the period in clause 5.4.

1. Parties

1.1 **Licensor:** LIV Accounting and Bookkeeping Solutions (UEN 53330513J), a sole proprietorship registered in Singapore, of 60 Paya Lebar Road, #06-28, Paya Lebar Square, Singapore 409051 ("we", "us", "our").

1.2 **Licensee:** the person, company or organisation named on the Order Form or that buys, activates or uses the Software ("you", "your"). If you accept this Agreement for an organisation, you confirm that you are authorised to bind it.

2. Definitions

- **Software:** the ViLi Accounting program, Singapore edition, its updates, templates, icons and documentation.
- **Licence Key:** the activation code we issue to you, which may be tied to one Device and to a number of companies and an expiry date.
- **Device:** one computer and one web browser profile on which the Software is activated.
- **Order Form:** the quotation, invoice, email or form that records your purchase, edition, fees and licence limits.
- **Your Data:** all accounting records, documents and other information you enter into or import into the Software.
- **Trial:** the free evaluation period described in clause 4.

3. Licence granted

3.1 Subject to this Agreement and payment of the fees, we grant you a non-exclusive, non-transferable, non-sublicensable licence to install and use the Software on one Device, for your own internal business purposes or to keep books for your own clients, within the limits on your Order Form (edition, number of companies and licence period).

3.2 The Software is licensed, not sold. We keep all rights not expressly granted to you.

3.3 You may make backup copies of the Software and of Your Data for your own use.

4. Trial

4.1 The Software may run as a free Trial for 30 days with up to 2 companies. When the Trial ends, the Software becomes read-only until a valid Licence Key is entered.

4.2 The Trial is provided "as is", without any warranty or support, and clause 11 applies with a liability limit of zero.

5. Fees, activation and refunds

5.1 You must pay the fees on the Order Form in advance. Prices are in Singapore dollars (SGD) and exclude any tax that applies.

5.2 Licence Keys are issued after payment and are tied to one Device, using the Device code you give us. If you need to move the Software to a new Device:

a. **within 3 months after activation**, we will issue **one** replacement key for a fee of **S$15**. Only one replacement key is available in this period; and
b. **after 3 months from activation**, or for any further replacement, a new key is charged at the **full licence fee** for the Software at our then-current price.

All replacement fees are payable before the new key is issued. When a replacement key is issued, the old key is cancelled and you must stop using the Software on the old Device.

5.3 Licence Keys are confidential. You must not share, publish or resell them. We may cancel any Licence Key that is shared, altered or used beyond its limits.

5.4 You may ask for a full refund within 7 days after purchase if the Software does not work on your Device as described. After that, fees are non-refundable, except where the law requires otherwise.

5.5 A perpetual (one-time) licence does not expire. A licence with an expiry date must be renewed to keep adding or changing records; after expiry, you can still open, view, print, export and back up Your Data.

6. Restrictions

You must not, and must not allow anyone else to:

1. copy, sell, rent, lend, sublicense, distribute or give the Software to anyone except as allowed in clause 3;
2. modify, translate, adapt or create derivative works of the Software;
3. reverse engineer, decompile or disassemble the Software, or bypass or interfere with its licence checks, except to the extent the law expressly allows this despite this restriction;
4. remove or change any notice of copyright, trademark or ownership;
5. use the Software to build or sell a competing product; or
6. use the Software for any unlawful purpose.

7. Your Data and backups

7.1 You own Your Data. We do not receive, host or have access to it: the Software stores it only on your Device, inside your web browser.

7.2 **You are solely responsible for backing up Your Data.** Clearing browser data, resetting or replacing your computer, using a different browser, disk failure, malware or other causes can permanently erase it. You must use the Software's Backup & Restore function regularly (we recommend at least weekly) and keep copies in a separate, safe place.

7.3 We are not responsible for any loss, corruption or disclosure of Your Data, however caused, including through errors in the Software.

7.4 You are responsible for complying with personal data protection laws (including the Personal Data Protection Act 2012 of Singapore) for any personal data in Your Data, and for securing your Device.

7.5 If you send us Your Data or a backup file for support, you confirm you are allowed to, and we will use it only to give that support and delete it afterwards.

8. No professional advice — you remain responsible

8.1 The Software is a bookkeeping tool. It does not provide accounting, tax, legal or other professional advice, and using it does not create any client or advisory relationship with us.

8.2 Tax computations, GST, deadline reminders, tax rates, rebates, exemptions, forms, box mappings and other regulatory content in the Software (including for IRAS and ACRA) are **indicative only**. They are based on our understanding of published rules at the time of release, may be incomplete or out of date, and may not fit your circumstances.

8.3 You are solely responsible for:

1. the accuracy and completeness of everything you enter or import;
2. checking every figure, report, computation and return before using or filing it;
3. deciding how the law applies to you, and getting professional advice where needed; and
4. filing returns and paying taxes, fees and penalties correctly and on time, whether or not the Software reminded you.

8.4 We are not liable for any tax, penalty, surcharge, interest, fine, late fee, audit cost or similar amount, or for any filing, payment or decision made using the Software.

9. Ownership

The Software and all intellectual property rights in it, including the name and logo "ViLi Accounting", belong to us or our licensors. Any feedback or suggestions you give may be used by us freely and without payment.

10. Warranty disclaimer

10.1 To the maximum extent permitted by law, the Software is provided **"as is" and "as available", with all faults**. We make no warranty, representation or condition, express or implied, including any as to merchantability, satisfactory quality, fitness for a particular

purpose, accuracy, compliance with any law, non-infringement, or that the Software will be error-free, uninterrupted, secure, or compatible with any browser, device or operating system.

10.2 Some laws do not allow certain warranties to be excluded. In that case, those warranties are limited to the shortest period and smallest extent the law allows, and our only obligation is, at our choice, to repair or replace the Software or refund the fees you paid for it.

11. Limitation of liability

11.1 To the maximum extent permitted by law, we will not be liable to you or anyone else, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any:

1. loss of profit, revenue, business, contracts, goodwill or anticipated savings;
2. loss, corruption or restoration of data;
3. tax, penalty, interest, fine, surcharge or late fee;
4. business interruption or wasted time; or
5. indirect, incidental, special, punitive or consequential loss or damage,

even if we were told such loss was possible.

11.2 **Our total liability** for all claims arising out of or relating to the Software or this Agreement will not exceed the total fees you actually paid us for the Software in the 12 months before the event giving rise to the claim.

11.3 Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited or excluded by law.

11.4 Any claim must be brought within one year after the event giving rise to it, unless the law requires a longer period.

11.5 You agree that these limits are reasonable, reflect the price of the Software, and that you could have bought professional services or insurance to cover the risks of your books and filings.

12. Indemnity

You will indemnify us against any claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising from: your breach of this Agreement; Your Data; your use of the Software for your clients; or any return, filing, report or decision made using the Software.

13. Support and updates

13.1 We will provide reasonable email support during your licence period at tammy@livacct.com, on Singapore business days. For perpetual licences, support is provided for 12 months from purchase. We do not promise response or fix times.

13.2 We may, but are not obliged to, provide updates, including changes to tax rules. Updates are covered by this Agreement. We may change or discontinue features.

14. Termination

14.1 This Agreement lasts until your licence period ends or the Agreement is terminated.

14.2 We may terminate this Agreement and cancel your Licence Key immediately by notice if you breach clause 5.3 or 6, or any other term and do not fix it within 14 days of notice. No refund is due on termination for breach.

14.3 You may stop using the Software at any time.

14.4 On termination you must stop using the Software and delete it, but you may keep Your Data and backups. Clauses 7 to 12, 15 and 16 continue after termination.

15. Customers outside Singapore

The Singapore edition is designed for businesses following Singapore rules. If you use it elsewhere, you are responsible for complying with the laws of your own country, including any import, tax or consumer rules. Where a consumer protection law of your country gives you rights that cannot be excluded, those rights still apply and this Agreement is read subject to them.

16. General

16.1 **Entire agreement:** this Agreement and the Order Form are the whole agreement about the Software and replace all earlier statements. If they conflict, this Agreement prevails unless the Order Form expressly says otherwise.

16.2 **Changes:** we may update this Agreement for future purchases, renewals and updates. The version accepted at your purchase or last renewal applies to that licence period.

16.3 **Assignment:** you may not transfer this Agreement without our written consent. We may transfer it, including to a company we set up to run the business.

16.4 **Severability:** if any part is found invalid or unenforceable, it is limited to the minimum extent needed and the rest continues in force.

16.5 **Waiver:** not enforcing a right is not a waiver of it.

16.6 **Force majeure:** we are not liable for delay or failure caused by events beyond our reasonable control.

16.7 **Third parties:** no one other than you and us has rights under this Agreement, and the Contracts (Rights of Third Parties) Act 2001 does not apply.

16.8 **Notices:** notices may be given by email to the addresses on the Order Form or, for us, to tammy@livacct.com.

16.9 **Governing law and disputes:** this Agreement is governed by the laws of Singapore. The parties will first try to settle any dispute by good-faith discussion for 30 days. After that, the courts of Singapore have exclusive jurisdiction.

17. Acceptance

By purchasing, activating or using the Software, you confirm that you have read, understood and accepted this Agreement, including the limits on our liability in clauses 8, 10 and 11.