

Terms and Conditions of JOOX VIP Music Service

1. JOOX VIP Music Service (“Service”) registered with Hong Kong Broadband Network Ltd (“HKBN”) is a digital music streaming service provided and operated by Tencent Mobility Limited (“Tencent”), Subscriber can enjoy music download and streaming via supported devices. Models of supported devices and specifications are subject to Tencent’s latest announcement.
2. The Service is governed by HKBN ’s General Terms and Conditions (Please visit hkbn.net/tnc/en/general.html), User Terms of JOOX Music Service (Please visit www.joox.com/en_my/app/user_terms.html) and the Terms and Conditions stated herein. Subscriber understands and agrees that HKBN has the absolute right to revise all the terms and conditions from time to time, while HKBN will endeavour to give 30 days’ prior notice to Subscriber before such revision takes effect. Subscribers agrees to review the User Terms of JOOX Music Service on www.joox.com/en_my/app/user_terms.html regularly to ensure that they are aware of any modification.
3. The Service shall not be used for any commercial purpose. Subscriber must not reproduce, resell, share, capture or forward any content obtained from using the Service.
4. Subscriber should check the compatibility of device before subscribing to the Service. To access the Service via the device, Subscriber must first download, install the JOOX App and register and login JOOX account.
5. Downloading JOOX App and using of the Service may incur mobile data usage. Subscriber shall be held responsible for all mobile data charge incurred. Subscriber can also connect Wi-Fi to reduce mobile data usage.
6. The contents of the Service shall be provided by Tencent. The contents of the Service may change without any prior notice. HKBN shall not be responsible for any liability incurred from or in connection with the contents, the downloading of the JOOX App and/or use of the Service (including but not limited to the accuracy of the information provided by Tencent or the third party supplier, and any fees, expenses, losses and damages incurred from or caused by the downloading of the JOOX App and/or use of the Service by the customer or any other persons).
7. The contents downloaded to the App are only restricted to be played on the registered devices and shall be prohibited from any reproduction.
8. Subscriber acknowledges and agrees that any downloaded music contents cannot be played after termination of the Service.
9. Any login to the Service by using Subscriber’s JOOX account, whether authorized or not, are regarded as a valid login. Subscriber will be held responsible for all actions performed after login, including playing a song and music video, creating or deleting songs in the playlist and subscribing

- to any additional service.
10. HKBN shall have the right to suspend or terminate the Service without notice where HKBN is of the opinion that the Subscriber mis-uses The Service or breach any terms and conditions. Mis-use of the Service includes, without limitation : (i) affect, restrict or inhibit any other persons from using the Service, e.g. defacing any portion of the Service or the Service website; (ii) use any manual device or automated means , including but without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the Service, the content or the Service websites or to retrieve, index, "data mine," or in any way reproduce, disrupt or circumvent the navigational structure or presentation of the Service or the content; or (iii) hack, break into, or attempt to hack or break into, in any manner the Service, the content, and/or any data areas on our server(s) or that of any third parties.
 11. Any and all information contained in the Service, including but not limited to songs, music videos, videos, text, photos, pictures, art works, icons, images, trademarks, articles and other contents provided by other content service providers, is protected under the applicable intellectual property laws. Without prior written permission from HKBN, Subscriber is not allowed to copy, reproduce, republish, upload, download, transmit or store the contents of the website. In case of breaching this term, you shall bear all the civil and criminal liabilities and compensate for the loss of HKBN (including but not limited to legal fees and court costs, etc.).
 12. HKBN does not guarantee the stability and accuracy of the Service and does not guarantee that the Service will not be interrupted. Due to interference, interruption or failure of the external network lines, natural disaster and / or various software or hardware problems, suspension or failure of the Service may occur, which may also lead to inconvenience, data loss, data tampered or other economic loss. You must take adequate measures for self-protection in using the Service. HKBN shall not be liable for any loss or damage arising out of the use or inability to use the Service in any way.
 13. The Subscriber understands and agrees that: (i) the contents of the Service is provided by Tencent and cannot be controlled by HKBN. HKBN does not guarantee the quantity, contents and quality (including but not limited to audio quality and resolution) of the songs or music videos. HKBN also does not guarantee the Service and or any part thereof matches your interests; (ii) HKBN shall not be responsible or liable for any loss or damage caused by any communications and transactions between Subscriber and Tencent. (iii) HKBN shall not be responsible or liable for any loss or damage caused by any of Subscriber's reliance on the contents of the Service or any part of the Service. (iv) HKBN shall not be responsible or liable for any loss or damage arising out of Subscriber's use of the Service.
 14. For any disputes arising from the Service, the decisions of HKBN shall be final and conclusive.