



XOX Privacy Policy

version 1.0, November, 2017

This site is owned and operated by XOX Com Sdn Bhd (herein referred to as “XOX”). We value your privacy and strive to protect your personal information in compliance with the Personal Data Protection Act 2010 (hereinafter referred to as “PDPA Act 2010”) with aim to regulate the collection, holding, processing and use of personal data in commercial transactions. This PDPA Act 2010 sets out a number of principles concerning consumer protection in Malaysia.

Under Section 4 of the PDPA Act 2010,

“Personal Data” means any personal information relating to XOX’s customer that the customer has provided to XOX or made available to XOX due to his/her contract with XOX, e.g. name, Identity Card / Passport No., address, information about his/her transactions with XOX such as contact number, account number, account balances, payment history, and account activity.

“Sensitive Personal Data” comprises information as to the customer’s physical or mental health or condition, political opinions, religious beliefs or other beliefs of a similar nature, commission or alleged commission of any offence or any other Personal Data determined by law; and

“third parties” means a person or a company who is not a party to a contract or a transaction with XOX, but excluding XOX’s agents, subsidiaries, contractors, sub-contractors and professional advisors.

XOX reserves the right to change any portion of this Policy. XOX will announce such changes through its webpage www.xox.com.my.

1. INTRODUCTION

XOX is committed to respecting the privacy rights and concerns of all users of the XOX service provided on or through the website located at www.xox.com.my (the “XOX Site”), or on or through the software applications made available by XOX (we refer to the XOX Site and the software applications made available by XOX as the “Service Applications”, and we refer to the Service Applications and the service provided through the Service Applications, collectively, as the “XOX Service”). XOX has established and implemented this Privacy Policy to help you make informed decisions when using the XOX Service.

In this Privacy Policy, references we make to “XOX” (and “we”, “us” and “our”) means either XOX Media Sdn Bhd., a Malaysia corporation, with its principal business address at Lot 8.1, 8th Floor, Menara Lien Hoe, No. 8, Golf & Country Resort,, Persiaran Tropicana, Tropicana, 47410 Petaling Jaya, Selangor, Malaysia.

THIS POLICY ANSWERS THE FOLLOWING QUESTIONS:

What information do we collect about you and how do we use it? What choices do you have about the collection and use of your personal information? Will we share your personal information with third parties? What security measures do we take to safeguard your personal information? Who can I contact if I have any questions about this Privacy Policy? By accessing or using the XOX Service, whether on or through the XOX Site, or on or through our Service Applications, you consent to XOX’s collection, use, storage, deletion and disclosure of information relating to you as set forth in this Privacy Policy. This Privacy Policy is effective as of the date set forth above and is only applicable to the XOX Service and not to any other website or service that you may be able to access from the XOX Site or our Service Applications.

If you use your Facebook log-in details to log-in to the XOX Service, or otherwise connect your accounts, or if you connect or link other third party social networking sites and services to your XOX account, such as Facebook, Twitter and Instagram (“Social Networks”), the XOX Service will interact with them in a number of ways, as described to you in the XOX Terms of Service and/or when you log-in or connect. Your activities on your applicable Social Networks are covered by their respective privacy policies and terms of use. The Social Networks are made available by their respective corporate entities.

2. INFORMATION WE COLLECT

2.1 Registration and Your Account Information

Personal Information means information that can be used to identify and contact you, such as your name, email address, phone number, date of birth and gender, as well as various transaction related information, such as billing address and credit card number or other payment information (“Personal Information”). You do not need to submit Personal Information to access the XOX Site or aspects of the XOX Service, but if you do not disclose certain Personal Information to us, you will not be able to access important portions of the XOX Service.

When you create an account, or access or use your account for purposes of accessing the XOX Service, we may require you to provide us with certain Personal Information. You will also select a password for your account. Your email address and password will be used together so you can securely access and maintain your account.

You may also access the Service Applications or use certain aspects of the XOX Service by creating a new, or using your existing, Social Network log-in credentials. By utilizing your Social Network log-in credentials to log into the XOX Service (including on or through any of the Service Applications) or by linking your XOX Service account with any Social Network account, you expressly authorize XOX to receive, and for such Social Network account to share, certain of your information that is available on or through your Social Network account, including, without limitation, your profile information, friends names, your photos, privacy settings, and certain other information that will be disclosed to you (and authorized by you) during the log-in process; and you also authorize XOX to generate and publish on your Social Network news feed and/or timeline actions you take on the XOX Service, and to allow you to interact with your Social Network friends on the XOX Service. If linked, you agree to allow your Social Networks to receive information concerning the actions you take on the XOX Service. When you discover, play, download and share music or other content on or through the XOX Service, you authorize XOX to share and/or publicly display such activity on or through: (i) the XOX Service; and (ii) the Social Networks.

For clarity, as a result of your creation of an XOX account with your Social Network log-in credentials, and/or by linking your XOX Service account with any Social Network account, and/or by providing us certain additional information, we may obtain certain of your personally identifiable information, such as your name, email address, phone number, date of birth and gender, as well as various transaction related information, such as billing address and credit card number or other payment information, including any such information that you previously provided to your Social Networks.

2.2 Various information we collect when you use our services

When you use our services, we collect information about which of those services you’ve used and how you’ve used them. We might know, for instance, that you watched a particular Channel, saw a specific Drop from a friend, and contributed to a few Stories. Here’s a fuller explanation of the types of information we collect when you use our services:

- Usage Information

We collect information about your activity through our services. For example, we may collect information about:

- how you interact with the services, such as which filters you view or apply to search queries, or which Channels you watch.
- how you communicate with friends, such as their names, the time and date of your communications, the number of messages you exchange with your friends, which friends you exchange messages with the most, and your interactions with messages (such as when you open a message or capture a screenshot).
- Content Information. We collect information about the content you provide, such as if the recipient has viewed the content and the metadata that is provided with the content.
- Device Information. We collect device-specific information, such as the hardware model, operating system version, advertising identifier, unique application identifiers, unique device identifiers, browser type, language, wireless network, and mobile network information (including the mobile phone number).
- Device Phonebook. Because ONEMUSIC is all about sharing with friends, we may—with your consent—collect information from your device’s phonebook.
- Camera and Photos. Many of our services require us to collect images and other information from your device’s camera and photos. For example, you won’t be able to create a Drop or upload photos from your camera roll unless we can access your camera or photos.
- Location Information. When you use our services we may collect information about your location. With your consent, we may also collect information about your precise location using methods that include GPS, wireless networks, cell towers, Wi-Fi access points, and other sensors, such as gyroscopes, accelerometers, and compasses.

2.2 Customer Service

We provide customer service support through email and through our support pages located at <http://xox.com.my/contact-us/enquiries/>. In order to provide customer support, we may ask for your email address and other account information depending upon the nature of your support request. We only use information received from customer support requests, including email addresses and other account information, for customer support services and we do not transfer or share information obtained from support requests with any third parties (other than service providers that may be assisting us in providing services to you).

2.3 Cookies

Like many websites, we employ “cookies” in certain areas of the XOX Site to allow us to make your online experience more convenient. Cookies are small bits of electronic information that a website sends to a visitor’s browser and are stored on the visitor’s hard drive. Each user is assigned a “cookie ID” from our XOX Site domain in connection with the registration process. We use cookies, including your cookie ID, for the following purposes:

to store a user’s log-in identity and password and automatically populate the log-in fields for you when you re-access the XOX Site; to monitor irregular account behavior and implement fraud protection rules; and to generate and compile anonymous, aggregated statistics that allow us to understand how users navigate our site and to help us improve it. You may refuse the use of cookies by selecting the appropriate settings on your browser; however, if you do this, you may not be able to use the full functionality of the XOX Service.

2.4 Log information

We also keep track of your interaction with the XOX Service and any other users, whether through the XOX Site, or our Service Applications. Specifically, our servers automatically record information that your

browser (or our Service Applications) sends whenever you interact with the XOX Service. This information includes your Internet Protocol address (IP address), your cookie ID, your browser type and version, which aspects of the XOX Service you use and when and how long you use them, and how you otherwise access the XOX Service. For example:

Playing music

Our servers log and can identify what songs you play or stream, how long you play or stream them, where you are when you play or stream them (e.g., via IP Address), and where you play them from (i.e., from the XOX Site or a Service Application).

XOX Desktop

Our servers log and can identify what your operating system is, the fact that you have downloaded XOX Desktop, what version of XOX Desktop that you are using and whether you require an update.

Mobile Applications

Our servers log and can identify which of the available mobile Service Applications you have installed (and on which mobile platforms), what songs you store on them and what songs you play.

3. HOW WE USE YOUR INFORMATION

As a general matter, we use the information that you provide to us or that we obtain from the Social Networks linked to your XOX Service account to process your user registration, and to provide, enhance and personalize the XOX Service. We use the information automatically collected by our servers to monitor and analyze how users use the XOX Service, and to maintain and improve the XOX Site, the Service Applications, and the XOX Service.

Specifically, we use the information that you provide to us (or that we obtain from any applicable Social Network) to:

a) send you emails and newsletters (or otherwise communicate with you through the XOX Service) for the purpose of keeping you updated about (i) the XOX Service in general, (ii) the music available on or through the XOX Service, and (iii) the features and functionality of the XOX Service, the XOX Site and our Service Applications (including, without limitation, information about available software or XOX Service upgrades or updates); b) send you emails and newsletters (or otherwise communicate with you through the XOX Service) for the purpose of offering you upgrades, content and additional services for you to access or purchase; c) provide you with a more personalized experience based on your Personal Information; d) make available to you, and bill you for, your access to the XOX Service (including, without limitation, verifying the authorization of your credit card or other payment method before any initial subscription or individual purchase of music); e) verify your right to access premium services; f) track your use of the XOX Service, including without limitation, to track your access, streaming and downloads of music for the purpose of paying royalties and license fees to third party providers (such as record labels and other copyright holders and content distributors); g) communicate with you regarding your account and any customer service matters that may arise; h) respond to or confirm your requests or activity on the XOX Service; i) ask you to participate in surveys that help us make the XOX Service better; j) provide you with targeted advertising, promotions and special offers; k) better understand how XOX Service is being used; l) notify you of activity initiated by persons that you follow or that follow you (or of groups that you follow or that follow you), including, without limitation, the commencement of such relationships (i.e., to notify you that you are being followed or that a person wishes to introduce you to new content); m) notify you of issues with the XOX Service and/or unusual account actions (i.e., password resets); and n) notify you and warn you of inappropriate conduct, and if necessary, to inform you of the suspension or termination of your account. You may unsubscribe from receiving future emails at any time (see “Opting Out of Receiving Communications from Us” below).

We will use your Personal Information to verify your credit card or other payment information, and we will use your credit card or other payment information to allow you to pay for any subscription services you purchase.

Additionally, we may use Personal Information that you provide, or that we learn about you to otherwise improve your use of the XOX Site and the XOX Service. We will also use this information to help us quickly and efficiently respond to inquiries and requests, and otherwise enhance our XOX Service offering for our users.

Facebook Account:

We may provide your personal information to Facebook in order to provide you, or other Facebook users who share similar interests as you, targeted advertising, promotions and special offers through your or such users' Facebook accounts. Your personal information will be hashed when it is provided to Facebook. Hashing summarizes text into a short fingerprint that cannot be decrypted and does not allow the original information to be recovered later by decryption. Facebook will calculate the hash of the personal information that you and other users provide to them via their website and services, and compare those hashed results with the hashed personal information we provide Facebook to match you and other users who share similar interests as you to your Facebook accounts. If we provide any hashed personal information that Facebook does not already have, no matches will be made. At no time will Facebook have access to any original, discernible personal information it does not already have. We encourage you to review Facebook's privacy policies to obtain information regarding Facebook's information collection, use and disclosure policies.

4. YOUR CHOICES ABOUT THE COLLECTION AND USE OF YOUR PERSONAL INFORMATION

4.1 Opting Out of Receiving Communications from Us

If, at any point in time, you are not interested in direct marketing emails from us, you will be able to opt-out of receiving them by clicking on the specified link in any given email communication or by modifying your personal settings.

4.2 Control of Your Information

Access and Updates. You may have the right to access, update and correct inaccuracies in your Personal Information in our custody or control, subject to certain exceptions prescribed by law. You can access and update most of your Personal Information through the use of the XOX Site. You may also request access, updating and correction of inaccuracies in other Personal Information we have in our custody or control by using the contact information provided below. To protect your privacy and security, we take reasonable steps (such as requesting a password) to verify your identity before granting you access or allowing you to make any corrections or updates. You are responsible for maintaining the secrecy of your password and account information at all times.

Social network activity. Additionally, if applicable, in the event you no longer want the XOX Service to publish your XOX activity on your Social Network news feeds and/or timelines, or want to otherwise limit the ways in which the XOX Service interacts with your Social Network accounts, you can always disable aspects of this feature by changing your application settings in your Social Network accounts.

5. SHARING OF INFORMATION WITH THIRD PARTIES

To operate XOX Service, we may share your information in the following ways:

5.1 As Aggregated Data

We will share aggregate statistical and demographic information, which does not personally identify you, about our users and their use of the XOX Service (including on the XOX Site or through our Service

Applications) with potential affiliate partners. We may also disclose and otherwise use non-personally identifiable information about users. None of the above would include information that could be used to identify you or to discover individual information about you.

5.2 With Service Providers

We do from time to time use third parties to manage portions of the XOX Service, facilitate our business (e.g. by hosting our servers or providing payment processing services to us), manage communications with you, or otherwise provide services to us in connection with the XOX Service (“Service Providers”). Where these Service Providers process information on our or your behalf, we require these third parties to comply with the provisions of this Privacy Policy, to the extent applicable, and require that they maintain reasonable security measures and do not use your information for any purpose other than to provide their services to us.

5.3 To Facebook

XOX will share hashed information you provide to XOX with Facebook for the purpose of matching users to their Facebook accounts, as described in more detail above.

5.4 As Otherwise Required

We will share personal information we collect from you if we believe it is reasonably necessary to make the XOX Service available, legally required, or otherwise permitted by you. For example:

5.4.1 Protection of rights

We will share Personal Information if:

a) we have reason to suspect that unlawful activity has been, is being or may be engaged in, and use or disclose the Personal Information as a necessary part of our investigation of the matter or in reporting our concerns to relevant persons or authorities; b) the use or disclosure is required or authorised by or under law; c) we reasonably believe that the use or disclosure is reasonably necessary for one or more of the following by or on behalf of an enforcement body: (i) the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law; (ii) the enforcement of laws relating to the confiscation of the proceeds of crime; (iii) the protection of the public revenue; (iv) the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; (v) the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal; d) we have a good faith belief the use or disclosure is: (i) appropriate to enforce the Terms of Service and Payment Terms for the XOX Service, including any investigation of potential violations thereof; (ii) necessary to detect, prevent, or otherwise address fraud, security or technical issues associated with the XOX Service; (iii) appropriate to protect the rights, property or safety of XOX, its employees, users of the XOXService or others.

5.4.2 Asset transfers

If we become involved in a merger, acquisition or other transaction involving the sale of some or all of our or our affiliates’ assets or voting securities, user information, including Personal Information collected from you through your use of the XOX Service, may be included in the transferred assets or securities. Should such an event occur, we will use reasonable means to notify you, either through email and/or prominent notices on the XOX Service.

5.4.3 Investigations

You hereby grant XOX and its representatives the right to access your account and records as necessary to investigate any use of the XOX Service including, but not limited to, alleged violations of applicable laws and regulations, abuse, and/or harassment.

6. ADDITIONAL INFORMATION YOU SHOULD KNOW ABOUT THIRD PARTIES

This Privacy Policy does not cover the information practices of third party websites linked to the XOX Site or XOX Service, like the Social Networks. Although we encourage such third parties to adopt and follow their own privacy policies, we are not responsible for their collection and use of your Personal Information. You should refer to the privacy policies and statements of other websites or contact the respective webmasters of those websites to obtain information regarding their information collection, use and disclosure policies.

When you have clicked on a third party logo displayed on the XOX Site which links you to a different website, you acknowledge that our Privacy Policy no longer applies and you must read the privacy policy of the third party site to see how your Personal Information will be handled on their website.

7. THIRD PARTY ANALYTICS

The XOX Site uses third party analytics tools. Some of these analytics tools use cookies, which are text files placed on your computer, to help analyze how users use the XOX Site. The information collected in the cookie about your use of the XOX Site (including your IP address) may be transmitted to and stored by the applicable analytics provider on servers in the United States or elsewhere. The analytics provider may use this information for the purpose of evaluating your use of the XOX Site, compiling reports on XOX Site activity for us and providing other services relating to XOX Site activity and Internet usage. The analytics provider may also transfer this information to other third parties where required to do so by law, or where such third parties process the information on the analytic provider's behalf.

8. SECURITY

we restrict access to Personal Information to our employees, independent contractors and agents who need to know this information in order to develop, operate and maintain XOX Service. All XOX personnel who have access to this information are trained in the maintenance and security of such information.

8.1. SENSITIVE PERSONAL DATA

- a. XOX does not process any Sensitive Personal Data in its ordinary course of business.
- b. If need arises, XOX will obtain explicit consent from the customer before or when it processes Sensitive Personal Data.
- c. XOX may process Personal Data without the customer's consent only in limited circumstances as permitted by law.

No server, computer or communications network or system, or data transmission over the Internet or mobile service can be guaranteed to be 100% secure. You acknowledge and agree that you provide such information and engage in such transmissions at your own risk. Once we receive a transmission from you, we will endeavor to maintain its security on our systems.

We continue to store your Personal Information for so long as it is necessary to provide you our XOX Service and periodically destroy old Personal Information in accordance with our company policies, including when it is no longer necessary in order to offer you the XOX Service. In most cases, we will keep one archival copy of your information to allow us to comply with laws or respond to legal processes.

9. CHILDREN'S PRIVACY

XOX Service is intended for users age 18 or older. If you are under 18, you may only use the XOX Service if you have obtained the consent of your parent(s) or other legal guardian. By using the XOX Service, you warrant that you are age 18 or older or have obtained such consent.

Notwithstanding the foregoing, the XOX Service is expressly not intended for children under the age of 12. We do not knowingly collect or maintain any Personal Information or non-personally-identifiable information from anyone under the age of 12 nor is any part of our website, software or service directed to children under the age of 12. We will close any accounts used exclusively by such children and will remove and/or delete any Personal Information we believe was submitted by any child under the age of 12.

10. TERMS OF SERVICE

Please read our Terms of Service and Payment and Subscription Terms which, together with this Privacy Policy, govern your use of the XOX Service.

11. CHANGES AND UPDATES TO PRIVACY POLICY

This Privacy Policy may be revised periodically and this will be reflected by the date above. Please revisit this page to stay aware of any changes. In general, we only use your Personal Information in the manner described in the Privacy Policy in effect when we received the Personal Information you provided. Your continued use of the XOX Service constitutes your agreement to this Privacy Policy and any future revisions.

12. QUESTIONS? CONTACT US

It is extremely important to us that your privacy is treated with the utmost respect. If you have any concerns, questions, or ideas on how we can do a better job at this, please let us know by emailing enquires@xox.com.my.

© Copyright - www.xox.com.my



XOX Service Terms of Use

Last modified: November 2017

1. ENROLMENT IN THE SERVICES
2. INFORMATION ON THE RIGHT OF WITHDRAWAL
 - (a) Right of withdrawal
 - (b) Effects of withdrawal
 - (c) Model withdrawal form
3. TERM, FEES, TERMINATION AND PAYMENTS
 - (a) Free Trial Period
 - (b) Initial Subscription Payment
 - (c) Automatic Subscription Renewal
 - (d) Your Billing Date
 - (e) Termination
 - i. Termination By You
 - ii. Termination By Us
 - (f) Subscription Upgrades
 - (g) No Refunds
 - (h) Methods of Payment and Credit Card Terms
 - (i) Late Payments
 - (j) Taxes
 - (k) Credit Card Authorization
 - (l) Modifications
 - i. Changes To Subscription Fees
 - ii. Material Changes To this Agreement, the Application or Service(s)
4. COMPATIBLE DEVICES
5. SOCIAL NETWORK
 - (a) Customizing Your User Profile
 - (b) Information You Post Within the Social Network
 - (c) Community Guidelines
 - (d) Abuse
6. CUSTOMER SERVICE
7. YOUR ACCOUNT INFORMATION
 - (a) True and Complete
 - (b) Updating Your Account Information
 - (c) Our Use of Account Information
 - (d) Stolen Account Information Your Responsibility
8. INTELLECTUAL PROPERTY RIGHTS
9. COPYRIGHT INFRINGEMENT
10. TECHNOLOGY LIMITATIONS AND MODIFICATIONS TO SERVICE
11. WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION
 - (a) Disclaimer of Warranty
 - (b) Events outside our control
 - (c) Limitation of Liability
 - (d) Your responsibility
12. MODIFICATION OF SUBSCRIPTION AGREEMENT
13. GOVERNING LAW
14. GENERAL

This XOX service terms of use Agreement ("Agreement" or "XOX Service Terms of Use") together with XOX's further contract materials, namely (i) End User Licence Agreement ("EULA"), (ii) Privacy Policy)

By enrolling into the Service according to section 1, or by using any services, you are indicating that you have read this Agreement, that you understand it, and that you consent to be bound by all of its terms and conditions, and that you are over the age of twelve. This Agreement sets forth your rights and obligations with respect to your use of the Service(s) that you have selected, and your use of and access to any service provided by XOX through the Service or the Application, including without limitation any use and updates to your user profile. As used herein, "Service(s)" includes any version of the XOX streaming services, the social network, or any other service(s) provided by XOX through the Application - including without limitation beta versions. If you do not agree to the terms of this Agreement, you should stop the registration process.

This Agreement is in addition to, and not in lieu of, the End User Licence Agreement to which you must also agree in order to download the XOX Application ("Application" means the "Software" and "Content" as defined in the End User Licence Agreement). End User Licence Agreement. End User Licence Agreement is hereby incorporated by reference hereto and made a part of this Agreement.

Occasionally we may offer the chance to participate incampaigns, contests, surveys and special offerings ("Special Promotions") through the Services. Special Promotions may be governed by terms and conditions that are separate from this Agreement. If the provisions of a Special Promotion's terms and conditions conflict with this Agreement, those separate terms and conditions shall prevail.

1. ENROLMENT IN THE SERVICES

In exchange for any applicable fees and subject to certain limitations as described herein, you will be granted the right to stream and/or download content that is available via the applicable Service(s), and simultaneously have access to our broad range of editorial and contextual information about the content and its creators. XOX may voluntarily offer you the option to participate in the Social Network (defined below), whereby users can collaborate and share listening preferences and playlists from their individual profiles. If XOX decides to provide you access to the Social Network, there will be no obligation for you to pay additional fees to XOX. However, XOX will reserve the right to cease offering the Social Network feature at its discretion.

In order to access your Service(s), you must complete the registration process as described in the following paragraph, have downloaded the Application (if required), possess the hardware and software required by the Application, and be connected to the Internet.

To register for the Service, you must insert an email address and password, indicate your email preferences, review and accept the XOX Terms of Use. If you already have a XOX account, sign in using your account email and password.

Any information that you supply to us, including, without limitation, information supplied during the registration process and during your use of XOX products and services, will be governed by these terms and conditions and by XOX's Privacy Policy as it may be updated from time to time by giving you at least thirty (30) days' notice.

3. TERM, FEES, TERMINATION AND PAYMENTS

Applicable fees for Services include, without limitation, a periodic (e.g., monthly, quarterly or annual) subscription fee based on the particular Service requested and taxes.

(a) Free Trial Period

XOX may offer you a one-time, free trial period during which you can try out such Service(s) for free (a "Free Trial"). The length of any such Free Trial, and the particular Services included may vary from time to time and the applicable period will be displayed to you prior to your registration. If you terminate your

subscription prior to the expiration of any Free Trial, you will not have any financial obligation with respect to your subscription. The Free Trial will expire at midnight Pacific Standard Time on the last day of the Free Trial. Each user is entitled to one Free Trial per Service.

(b) Paid Service

By registering for one of the Services, you agree that you will pay the applicable fees for the Service that you select upon registration.

You may cancel your subscription at any time. Please see the “Termination” section below for further details.

(c) Termination

You and XOX may cancel your subscription at any time prior to the end of each subscription term.

i. Termination By You

To cancel your subscription for any of the Services you can log-in to My Account and then either follow the cancellation links or contact Customer Service and ask for a representative to assist you to cancel your subscription. You may cancel your subscription by issue XOX notice in writing. The service shall be deemed terminated within four (4) working days from receipt of the termination notice by XOX. Your subscription and your obligation to pay to XOX the fees for the Services will not end until the end of your subscription term. Following termination, your subscription ends at the end of your subscription term and XOX stops billing your payment method such as your credit card unless and until the reactivation of your subscription with XOX or the purchase another product or Service.

Notwithstanding the foregoing, XOX may, at its sole discretion, offer you an early termination against an early termination fee, as described in the following paragraph, based on the terms of your subscription.

Some subscriptions are provided and priced based on your commitment to subscribe for a minimum period of time, e.g. six months or twelve months. Such minimum commitment is based on your Billing Date, rather than the first or last day of a calendar month. You acknowledge that, in the event of early termination by you, we may incur costs and/or diminution in the value of the Agreement that may be difficult to measure. Therefore, in the event of early termination for any reason (including, without limitation, voluntary termination by you or credit card expiration but excluding your termination due to XOX’s breach of this Agreement, serious malfunction, prolonged suspension of the Service, modification of prices or other terms of this Agreement by XOX, or if required by mandatory applicable laws), the portion of the price stated at the time of registration, which corresponds to the remaining of the committed period of time may be charged to you as early termination fee as compensation for XOX's losses resulting from your early termination.

ii. Termination By Us

You agree that XOX, in its sole discretion, with or without prior notice, may freeze or terminate your user name, password, user profile, or use of the Application and/or Service(s) (or any part thereof) if XOX has evidence that you have violated or acted inconsistently with the letter or spirit of this Agreement or the XOX End User Licence Agreement.

(j) Taxes

Prices include GST and all taxes.

(l) Modifications

i. Changes To Subscription Fees

XOX reserves the right, at any time, to change its subscription fees and billing methods, including without limitation the addition of supplemental fees or separate charges for content or services provided by XOX. Your continued use of the Service(s) following the effective date of a change to fees or billing methods shall constitute your acceptance of such change.

ii. Material Changes To this Agreement, the Application or Service(s)

Your acceptance of this Agreement means that you give consent to XOX to email you with notices concerning a material change in the terms of this Agreement, the Application or Service(s) you use. Your continued use of the Service(s) following the effective date of a change to fees or billing methods shall constitute your acceptance of such change.

4. COMPATIBLE DEVICES

The Service can be accessed via certain Mobile Devices. A Mobile Device is a device that uses the Android operating system, or an iPhone®, iPad® and iPod Touch®.

5. SOCIAL NETWORK

XOX, voluntarily and free of additional charges, may offer you access to a social network feature ("Social Network"). The Social Network allows you to discover music by making social connections with other Social Network members, sharing your playlists and listening preferences, and locating your friends' Social Network profiles via integration with other third party services such as Gmail and Facebook. By using any of the Services you automatically are entitled to access the Social Network.

(a) Customizing Your User Profile

As a standard, your user profile is hidden to other members of the Social Network. You may choose whether to use the Social Network feature by making your profile public and creating social connections with other users. If you do not choose to make your profile public, only your genre and artist listening preferences will be anonymously displayed. Your default anonymous profile will not display any personally identifiable information, nor will any playlists you have created be shown in your profile. Within your profile settings, you are also given the option to completely hide your profile. If you choose to hide your profile, none of your listening preferences will be displayed, and you will not be able to use the Social Network to connect with other users.

To customize your profile, you can go to Setting, select the "Edit Profile Channel". Your profile settings give you the ability to display a photo, write a short bio, and make your playlists, library and listening history public within the Social Network. Your Social Network profile settings also give you the option to share your listening preferences on Facebook. By choosing to connect your Social Network profile to your Facebook account, you understand that your XOX listening selections will automatically be displayed within your Facebook profile and linked to your name within the Facebook newsfeed.

(b) Information You Post Within the Social Network

You are solely responsible for all profile information, data, messages, images, playlists, playlist names, or other materials (collectively "User Content"), whether shared on your profile, or transmitted privately through the Social Network. XOX respects the privacy of the information you post on your profile and XOX's uses of any User Content shall be governed by the XOX Privacy Policy. By accepting these terms, and participating in the Social Network, you do so entirely at your own risk you understand that by making your profile public, any information you post can be viewed by all users. Because of the public nature of your profile (once customized), you should not post any personally identifying information such as email addresses, mailing addresses, phone numbers, or credit card information belonging to you or others. XOX is not liable in any way for any unsolicited messages, both commercially or otherwise, that result from you posting

By posting or displaying any User Content via the Social Network, you represent that posting such User Content does not violate any privacy, publicity, or intellectual property rights of any party. Between you and XOX, XOX does not assume any responsibility or liability for any third party claims, in particular claims of intellectual property infringement arising out of or in connection with any User Content that you post or is displayed within the Social Network. You also understand that by participating in the Social Network, you grant XOX a non exclusive, assignable, worldwide, royalty-free, license to use, display, reproduce, distribute, or publish any of your User Content posted as part of your profile within the Social Network, without any obligation to make any payment to you or others or to give you credit. The license grant applies as long as you publish the content in the Social Network and such content is not, either by you or, upon your request, by XOX, deleted or blocked, it being understood that XOX will be allowed reasonable notice for complying with such request by you.

(c) Community Guidelines

As a member of the Social Network community, you understand that the Social Network is a feature designed to help music lovers discover new music, share music, and make social connections with other music lovers. By participating in the Social Network, you agree to be respectful of others within the Social Network community and you agree to not post any offensive, harassing, defamatory, or abusive messages or materials that XOX, in its sole discretion, may determine to be inappropriate ("Prohibited Content"). Examples of Prohibited Content include, but are not limited to: obscenity; threats or images of violence; false, fraudulent, or misleading information; solicitations or advertisements; computer viruses; encouragement of criminal or tortuous behavior; content that infringes upon another's intellectual property rights; or libelous or defamatory statements.

Posting of any material that XOX deems, in its reasonable discretion, to be Prohibited Content or objectionable in any way, whether offensive to any user or deemed offensive by XOX, in XOX's sole discretion, will result in immediate termination of your user account, which may result in complete deletion of any music library or playlists you have compiled.

(d) Abuse

XOX is under no obligation to monitor any user material. If you believe any posts or content within the Social Network to be inappropriate, please report abuse by clicking [here](#).

6. CUSTOMER SERVICE

You understand and agree that XOX is solely responsible for all customer service, help, billing and account issues related to your subscription. Neither your ISP nor any third party website through which you may have accessed any Service is responsible for customer service, help, billing and account issues related to the Services. You agree not to direct any questions, requests for assistance, or inquiries about the Application or any Service to your ISP or to any third party website through which you may have accessed the Application or any Service. For assistance, please contact Customer Service.

7. YOUR ACCOUNT INFORMATION

(a) True and Complete

You agree to provide true, accurate, current and complete information about yourself and your billing information as prompted by the subscription process (such information being the "Account Information").

(b) Updating Your Account Information

You may update any of your Account Information, designate a different payment method such as your credit card to be billed, or change the applicable expiration date on your currently designated credit card by selecting "Manage My Account" from the "My Account" menu page and then clicking the appropriate link in the Manage My Account section.

(c) Our Use of Account Information

We shall treat all of your Account Information with the utmost respect for its confidential nature, and in accordance with our Privacy Policy,

(d) Stolen Account Information Your Responsibility

You are solely and entirely responsible for maintaining the confidentiality of your password and for any and all activities that occur under your account. If you believe someone has accessed any Service using your user name and password without your authorization, it is your responsibility to set up a new password by clicking on the Account Status link on the Application and selecting the appropriate link.

8. INTELLECTUAL PROPERTY RIGHTS

Only you may access the Services using your user name and password. The Services available through the Application, and the Application itself (including, but not limited to, the Content), are the property of XOX or its licensors and are protected by copyright and other intellectual property laws and by technical means against unauthorized uses. The Services provided through the Application may be used for your personal, non-commercial use only. You agree not to (i) reproduce, record, retransmit, redistribute, disseminate, sell, rent, lend, broadcast, make available, communicate to the public, publicly perform, adapt, sub-license or circulate the Application or any Content received through the Application or any Service (including, but not limited to, music content) to any third party, (ii) exploit any such Content or the Application for commercial

purposes without the express prior written consent of XOX, or (iii) to share your password with any third party. You may not make any unauthorized copies of the Application or the Content obtained through the Services, and may only make such copies as are reasonably necessary for your personal, non-commercial use. Because the Services are designed for personal use, you are not allowed to use any automated system for the selection or streaming of files. You further agree to compensate XOX for your failure to comply with this section.

XOX and its licensors retain exclusive ownership of the Application, the Content, the Services, and all intellectual property rights associated therewith. Except as expressly provided in this Agreement, you are not granted any rights or license to patents, copyrights, trade secrets or trademarks with respect to the Services, the Application or their contents. XOX and its licensors reserve all rights not expressly granted in this Agreement. You shall promptly notify XOX in writing upon your discovery of any unauthorized use or infringement of the Services (or their contents) or any patent, copyright, trade secret, trademarks or other intellectual property rights of XOX or its licensors. The Application and the Services contain proprietary information that is protected by copyright laws and international treaty provisions.

9. COPYRIGHT INFRINGEMENT

It is XOX's policy to respect the intellectual property rights of its artists and content providers. If you believe that XOX or one of its Services is hosting or linking directly to infringing copies of your work, please let us know. Notice of alleged copyright infringement should be sent to XOX's designated copyright agent at the following address: Legal Counsel

Lot 8.1, 8th Floor, Menara Lien Hoe,
No. 8, Golf & Country Resort,
Persiaran Tropicana, Tropicana,
47410 Petaling Jaya, Selangor
enquires@xox.com.my

A notification of claimed copyright infringement must be addressed to XOX's copyright agent listed above and include the following:

A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;

Specific identification of each copyrighted work claimed to have been infringed;

A description of where the material believed to be infringed is located on XOX's application;

Contact information for the complaining party, such as a complete name, address, telephone number, and email address;

A statement that the complaining party honestly believes that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law;

A statement that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

10. TECHNOLOGY LIMITATIONS AND MODIFICATIONS TO SERVICE

XOX will make reasonable efforts to keep your account and the Service(s) operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. XOX will make reasonable efforts to notify you at least twenty-four (24) hours in advance of any anticipated downtime that will exceed one hour.

XOX also reserves the right to modify or discontinue, temporarily or permanently, functions and features of the Application and Service(s) with or without notice. Due to contractual or other limitations, from time to time, some tracks available in any particular catalog may no longer be available. XOX reserves the right to change or remove Content at any time.

11. WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

(a) Disclaimer of Warranty

To the extent permitted by applicable law, the Application and Service are provided "as is" and "as available" without any representation or warranty of any kind, express or implied, as to the Application and

Service or their operation. Whilst XOX will provide the Service and Application with reasonable care and skill, XOX and its licensors, and its distribution and syndication partners, disclaim all other warranties, (including without limitation, any implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement) to the maximum extent permitted by applicable law.

XOX warrants that it will provide the Application and Service with reasonable care and skill, XOX makes no warranty regarding any goods or services purchased or obtained through the Application or Service or any transactions entered into through the Application or Service.

XOX makes no warranty that any particular hardware will be compatible with XOX's Application or Service. It is solely your responsibility during your Free Trial to ensure that your playback system(s) will function correctly with the Application or Service.

To the extent permitted by applicable laws, XOX shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Service(s).

(b) Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (a "Force Majeure Event").

A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (i) strikes, lock-outs or other industrial action; or
- (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (iv) impossibility of the use of public or private telecommunications networks.

Our obligations under this Agreement and/or any Services are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Agreement and/or any Service can be performed despite the Force Majeure Event.

(c) Limitation of Liability

This section shall apply to the extent permitted by applicable laws. The entire risk arising out of the use and/or performance of the Application or Service(s) remains with you. To the extent permitted by applicable law, XOX or its parents, members, licensors, subsidiaries, partners, affiliates, service providers, investors, syndicators, distributors or any of their officers, directors, employees, agents or affiliates (collectively the "Protected Parties") shall not be liable for any business losses or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other business losses) arising out of this Agreement or the use of or inability to use any Application or Service. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations may not apply to you, but they shall apply to the maximum extent permitted by applicable law.

(d) Your responsibility

You agree to compensate the Protected Parties from any claim or demand, including, without limitation, reasonable attorneys' fees, made by any third party due to, or arising out of or related to any content or information that you post or display on your Social Network user profile, your violation of this Agreement, or your violation of any law, regulation or third-party right, in particular, but not limited to, copyright infringement.

If you are a parent or guardian paying on behalf of a minor or other person subscribing to the Service, then you hereby agree to the terms of this Agreement and agree to take responsibility for the actions of such other person, any charges associated with that person's use of any of the Services, and that person's compliance with this Agreement. It is your responsibility to protect your credit card from use by such persons. You agree to take such steps as are appropriate to ensure such compliance and will compensate and hold XOX and its affiliates and distribution and syndication partners harmless from any breach of this Agreement.

e) Personal Information

You agree that by using the services, you are giving consent to XOX that the information collected by XOX from XOX (hereinafter "Personal Information") will be used and/or disclosed in accordance to our Privacy Notice as posted on our website at www.xox.com.my and Personal Data Protection Act 2010.

12. MODIFICATION OF SUBSCRIPTION AGREEMENT

XOX may modify this Agreement at any time in its sole discretion (where applicable, XOX shall provide at least thirty (30) days' prior notice). If any modification is unacceptable to you, you agree that your only recourse is to terminate your use of any of the Applications and/or Service(s) as provided herein. Your continued use of any Service following our posting of a change of terms use, an email notice to you, or a new Agreement on the Application will constitute your binding acceptance of the change, until such time as you terminate your subscription.

13. GOVERNING LAW

This Agreement and all matters arising from or connected with it (including but not limited to any non-contractual obligations) shall be governed by and construed in accordance with the laws of Malaysia. Each Party agrees that the courts of Malaysia have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including, without limitation, in relation to any non-contractual obligations).

14. GENERAL

No delay or failure to take action under this Agreement shall constitute any waiver by XOX of any provision of this Agreement. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of the provisions of this Agreement shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

This Agreement will bind each party's permitted successors and assigns. XOX may assign this Agreement as it deems appropriate for any reason at any time. This Agreement is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement shall be null and void.

This Agreement together with all documents expressly incorporated herein by reference (i.e., the EULA, Privacy Policy, as the case may be, terms and conditions for Special Promotions, and additional terms you agree to in the course of the registration process) constitutes the complete and exclusive agreement between XOX and you with respect to the subject matter of this Agreement and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated in this Agreement.

Except as expressly stated in this Agreement, a person who is not party to this Agreement shall not have any rights under or in connection with it.

In the event that this Agreement is translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.

© 2017 All rights reserved. XOX and the XOX logo are trademarks and registered trademarks of XOX Media Sdn Bhd.



XOX End User License Agreement

Last modified: November 2017

1. GRANT OF LICENSE
2. SOFTWARE UPGRADES
3. TITLE TO APPLICATION AND SOFTWARE
4. LINKED ENTITIES
5. BETA RELEASE OR PRE-RELEASE VERSIONS
6. USER SUPPLIED MATERIALS
7. USER-SUPPLIED MATERIALS AND MONITORING
8. TERMINATION
9. CUSTOMER SERVICE
10. MODIFICATION
12. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION
 - a) Disclaimer of Warranty
 - b) Limitation of Liability
 - c) Your responsibility
13. GOVERNING LAW
14. GENERAL
15. THIRD-PARTY-BENEFICIARIES

This end user license agreement ("Agreement") is a legal and binding agreement between you ("you" and "your") and XOX Media Sdn Bhd ("XOX," "we," "us," or "our"). We are a company registered in Malaysia under company number [B 166659](#) and have our registered office at Lot 8.1, 8th Floor, Menara Lien Hoe, No. 8, Golf & Country Resort,, Persiaran Tropicana, Tropicana, 47410 Petaling Jaya, Selangor, Malaysia. Our GST number is [LU25251017](#). We can be contacted by e-mail enquires@xox.com.my and by phone +603-7882 4952

By clicking the "order with obligation to pay" button or by using any services, whether for a fee or for free, and whether on a permanent or trial basis, you are indicating that you have read this Agreement, that you understand it, and that you consent to be bound by all of its terms and conditions. This Agreement sets forth your rights and obligations with respect to your use of any version of the downloadable XOX software, including, but not limited to, mobile phone apps (the "Software") and any information or data of any kind, including without limitation any artwork, text, video, audio, or pictures served through the software or received from or on any web site owned or controlled by XOX (collectively the "Content") (the software and the content are together referred to as the "Application"; the "software" includes beta and pre-release versions). If you do not agree to the terms of this Agreement, you are not authorized to use the application and you must stop the registration process and promptly cease using and destroy any copies of the software in your possession. Failure to abide by the terms of this Agreement may result in termination of your access to the application, the related XOX service, and/or any part thereof.

1. GRANT OF LICENSE

XOX hereby grants to you a limited, non-exclusive license to use the Application solely for personal, noncommercial use and subject to the following terms:

You may not: (i) frame or link to the Application except as expressly permitted in writing by XOX; (ii) permit other individuals to use the Application; (iii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law), tamper with, or create derivative works based upon the Application, including the Content, or any portion thereof (including

without limitation any watermarks, security components and digital rights management); (iv) copy the Application or any portion thereof; (v) sell, rent, lease, transfer, distribute, broadcast, display or otherwise assign any rights to the Application to any third party; (vi) remove any proprietary notices or labels on the Application; (vii) use the Application in conjunction with any device or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction; (viii) use the Application for any commercial or illegal purpose; (ix) use the Application for other than your personal, non-commercial purposes, including without limitation the excessive and/or repeated playing of content (for the apparent purpose increasing royalties paid or ratings as applied to such content); (x) use the Application to invade the privacy of, or obtain personal information about, any Application account holder or user, or to obtain a list of Application account holders or users; (xi) copy, modify, erase or damage any information contained on computer servers used or controlled by XOX or any third party used in connection with the Application or the services provided through the Application; (xii) use the Application to violate any legal right of any third party, including any publicity or privacy right, copyright or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful or otherwise objectionable; or use any data mining, robots, or similar data gathering and or extraction tools in connection with the Application; (xiii) use the Application to post or transmit any unsolicited advertising or promotional materials; (xiv) access or use any password protected, secure or non-public areas of the Application except as specifically authorized in writing by XOX (unauthorized individuals attempting to access these areas of the Application may be subject to prosecution); (xv) impersonate or misrepresent your affiliation with any person or entity; (xvi) use any automated means to access or use the Application (including scripts, "bots" or similar software); or (xvii) modify, translate, reverse engineer, decompile, reproduce, disassemble, or otherwise gain access to or attempt to gain access to any private key or "dev key" (as that term is generally understood within the software industry) associated with the Application, the Content or the Services, or to use or attempt to use any private key or "dev key" in a manner in violation of this Agreement or the applicable XOX Service Terms and Conditions. In no event you are allowed to access the Service with any software not provided by XOX or not authorized by XOX for such access.

The Content served by XOX or third parties directly through the Application is the property of XOX, its licensors, its partners, and/or its advertisers. Title, ownership rights and intellectual property rights in and to such Content is the property of XOX or third parties and is protected by applicable copyright and other law. Other than as expressly provided herein, this Agreement gives you no express or implied license to the Content, including without limitation, any right to use, sell, rent, copy, distribute, broadcast, modify, perform or publicly display any Content.

XOX complies with copyright law and expects its users to do the same. You may not use the Application to help you infringe the copyrights of any third party. Unauthorized use, copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holders' rights and a violation of the law. You agree that you shall only use the Application in a manner that does not violate any third-party rights and that complies with all applicable laws in the jurisdiction in which you use the Application, including, but not limited to, applicable restrictions concerning copyrights and other intellectual property rights.

Violation of any of the foregoing restrictions may result in the termination of your account. XOX reserves any and all rights or remedies that may be available in the event of your breach of this Agreement. In the event that you breach this Agreement, and you are (or are acting for the benefit of) a provider of content that appears within the Application, such breach may also result in the removal of such content from the Application and the withholding of royalties related to such content.

Other than as specifically permitted during a free trial period, you may not use any subscription-based features of the Application unless you have paid the applicable subscription fee and agreed to the terms of the XOX Service Terms of Use. XOX is not obligated to provide any such free trial period.

You agree to provide true, accurate, current and complete information about yourself as prompted by the registration process (such information being the "Account Information"). You agree to update your Account Information in order to keep such information current. You are solely and entirely responsible for

maintaining the confidentiality of your password and user name. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account.

You agree that by using the services, you are giving consent to XOX that the information collected by XOX from XOX (hereinafter "Personal Information") will be used and/or disclosed in accordance to our Privacy Notice as posted on our website at www.xox.com.my and Personal Data Protection Act 2010.

2. SOFTWARE UPGRADES

You acknowledge that XOXO may issue upgraded or modified versions of the Application from time to time, and that XOX may automatically electronically upgrade or modify the version of the Application that you are using on your PC. You consent to such automatic upgrading or modification, and agree that this Agreement (as amended in accordance with section 10 from time to time) will govern all such versions. If you want XOX to automatically update the Application on your mobile device as well, please refer to the manual of such mobile device for further information on whether such feature is provided for on the platform of your mobile device.

The Application will operate only on those hardware and software platforms specified in the Application documentation. It is your responsibility to ensure that you have the appropriate software, hardware and Internet connection to operate the then-current version of the Application. XOX reserves the right to cease supporting any hardware or software platform at any time upon providing you with reasonable notice by e-mail and/or a notice on www.xox.com.my (or such other domain name as may be adopted by XOX for delivering the Application).

XOX may modify the Application at any time without notice and may discontinue any XOX web site at any time without notice.

3. TITLE TO APPLICATION AND SOFTWARE

You may not use the Application or the Software for any illegal purpose. XOX retains all title and ownership rights in and to the intellectual property. Except as expressly stated in this Agreement, XOX does not grant any express or implied right or license to you under any patent, copyright, trademark, or trade secret rights of XOX.

4. LINKED ENTITIES

The Application may contain links to various third party web sites and other resources ("Linked Entities"). These Linked Entities (other than web properties owned or operated by XOX) are not under the control of XOX and XOX is not responsible or liable for the content, communications or materials of any Linked Entities. XOX is providing these links to you as a convenience only. The inclusion of any link does not imply endorsement by XOX of the Linked Entity or any association with its operators. You are responsible for adhering to the applicable terms of service for any Linked Entity. You are solely responsible and liable for any interactions you may have with such entities, their sponsors and other third parties.

5. BETA RELEASE OR PRE-RELEASE VERSIONS

In the event that the Software is a beta release or pre-release version, the terms of this Section shall apply. Your license to use the Software expires 120 days after installation (or such other period as indicated by the Software) and the Software may cease to function. The Software you are receiving may contain more or less features than the commercial release of the Software we intend to distribute. While we intend to distribute a commercial release of the Software, we reserve the right at any time not to release a commercial release of the Software or, if released, to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You agree that the beta release or pre-release versions are not suitable for production use and may contain errors affecting their proper operation. You agree that you will not do anything to circumvent or defeat the features designed to stop the Software from operating after the license expires.

6. USER SUPPLIED MATERIALS

All information, advice, files, links, communications or other materials posted by you to or through the Application ("User-Supplied Materials") shall be your responsibility. You agree not to post or transmit any User-Supplied Materials that infringe a third party's rights, including without limitation any privacy,

publicity or intellectual property rights, or that are unlawful, untrue harassing, libelous, defamatory, abusive, tortious, threatening, harmful (including but not limited to viruses, worms or similar software) or that is otherwise objectionable. You grant, or warrant that the owner of such User-Supplied Materials has expressly granted XOX, the royalty-free, perpetual (or, where specifically required by law, whilst all relevant intellectual property rights are protected), irrevocable, fully sub-licensable, non-exclusive right and license to use, reproduce, display, modify, transmit, distribute, perform, display and delete such User-Supplied Materials (in whole or in part) worldwide and or/ to incorporate such User-Supplied Materials in other works in any form, media or technology now known or later developed. User-Supplied materials are public and not private communications.

7. USER-SUPPLIED MATERIALS AND MONITORING

XOX shall have no responsibility, to monitor and/or remove User-Supplied Materials deemed harmful or offensive in XOX's reasonable discretion, or that otherwise violate this Agreement or any rules that XOX may institute from time to time. XOX shall have no liability for the failure to receive or for the removal of any User-Supplied Materials. Any opinions, advice, statements, services, offers or other information or content expressed or made available by third parties, are those of the respective author(s) or distributor(s) and not of XOX. XOX neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on or in connection with the Application by anyone other than authorized XOX employees acting in their official capacities.

8. TERMINATION

This Agreement (and your license) shall terminate automatically and immediately:

- (i) upon the termination and/or expiry of the subscription service(s) provided to you by XOX (as detailed in section 3(e)(ii) of the Term of Use);
- (ii) upon the termination of the subscription service by you (as detailed in section 3(e)(i) of the Term of Use); and
- (iii) if you fail to comply with any of the limitations described in this Agreement.

No notice shall be required from XOX to effectuate such termination. In addition, XOX reserves the right to terminate this Agreement and discontinue your access to the Application at any time for any reason, and with or without notice. Upon termination of this Agreement for any reason you must immediately destroy all copies of the Application.

9. CUSTOMER SERVICE

If you have any questions or concerns about your account, please contact enquires@xox.com.my.

10. MODIFICATION

XOX may modify this Agreement at any time upon at least thirty (30) days' notice in its reasonable discretion. In the event of a material change to this Agreement we will use reasonable efforts to notify you by sending notice to the email address that you have provided to us. If any modification is unacceptable to you, you agree that your only recourse is to immediately terminate your use of the Application and destroy any copies of the Software in your possession (.). Your continued use of the Application following our release of a revised End User License Agreement on the Application will constitute your binding acceptance of the change. Your acceptance of this Agreement indicates that you give consent to XOX to e-mail you with notices concerning material changes in the terms of this Agreement, the application or the services to which you have subscribed.

12. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION

a) Disclaimer of Warranty

To the extent permitted by applicable law, the application is provided "as is" and "as available" without any representation or warranty of any kind, express or implied, as to the application or its operation. Whilst XOX will provide the application in accordance with reasonable care and skill, XOX, its parent company or companies, its licensors, its investors, and its distribution and syndication partners (the "XOX entities")

disclaim all other warranties, including without limitation, any implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement to the maximum extent permitted by applicable law.

Use of the application is at your own risk. XOX warrants that it will provide the application with reasonable care and skill, the XOX entities make no warranty regarding any goods or services purchased or obtained through the application or any transactions entered into through the application.

b) Limitation of Liability

Any and all risk arising out of the use and/or performance of the application remains with you. To the extent permitted by applicable law, in no event shall the XOX entities or any of their respective officers, directors, employees, agents or affiliates be liable for any business losses whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other business losses) arising out of or relating to this Agreement or the use of or inability to use the application or any part thereof, even if XOX has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for business losses, some of the above limitations may not apply to you, but they shall apply to the maximum extent permitted by applicable law.

c) Your responsibility

You agree to compensate XOX and its parents, members, subsidiaries, affiliates, service providers, syndicators, distributors, licensors, officers, directors and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of or related to your violation of this Agreement, or your violation of any law, regulation or third-party right.

13. GOVERNING LAW

This Agreement and all matters arising from or connected with it (including but not limited to any non-contractual obligations) shall be governed by and construed in accordance with the laws of Malaysia.

Each Party agrees that the courts of Malaysia have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including, without limitation, in relation to any non-contractual obligations).

This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. If either XOX or you employ any attorneys to enforce any rights arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

14. GENERAL

No delay or failure to take action under this Agreement shall constitute any waiver by XOX of any provision of this Agreement. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of the provisions of this Agreement shall be effective unless we expressly say that it is a waiver.

This Agreement (including all documents expressly incorporated by reference) constitutes the complete and exclusive agreement between XOX and you with respect to the subject matter of this Agreement and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated in this Agreement.

If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

This Agreement will bind each party's permitted successors and assignors. This Agreement is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement shall be null and void.

A person who is not party to this Agreement shall not have any rights under or in connection with it. In the event that this Agreement is translated into other languages and there is a discrepancy between the two

language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.

15. THIRD-PARTY-BENEFICIARIES

The owners and licensors of the content are intended third-party beneficiaries of this Agreement, and shall have the right to enforce this Agreement against you.

© 2017 All rights reserved. XOX and the XOX logo are trademarks and registered trademarks of XOX Media Sdn Bhd..