

## **Terms of service**

### **1. General**

The Wusic Website, the address of which is <http://www.wusic.com> (hereinafter the "Website") and Wusic Kontrol App are created, developed and operated by Wusic Entertainment Sdn Bhd (hereinafter "WUSIC"), with a registered office located at Unit 11-3, Jalan TPP 1/4, Taman Perindustrian Puchong, 47160 Puchong, Selangor.

The Wusic Website offers its visitors or members the discovery and temporary access to a database of musical arrangements and videos incorporating song lyrics, as well as downloading of software. The Wusic Website is an on-demand subscription service free from advertising (hereinafter the "Service Fee").

These general conditions of use and sale are intended to define the contractual and commercial relationship between Wusic on the one hand, and any subscriber to the Service Fee (hereinafter "Subscriber"), on the other.

The subscription and access to the Service Fee shall be strictly subject without limitation to prior qualification to these terms and conditions of use and sale. These general conditions shall be without prejudice to the legal provisions in this area including those contained in the Consumer Code.

### **2. Description of the Service Fee**

The Service Fee is a service provided and operated by Wusic allowing a subscriber by subscribing to the present terms, from his smart TV and / or from his android tablet and phones to listen to and view music as a Karaoke Video free from ads.

From the website, and once he has subscribed, the Subscriber has access to all features of the Service Fee.

Once the subscription expires or terminates, unlimited access to the service is no longer allowed.

The music in the form of karaoke can be listened to and read throughout the duration of the subscription, but cannot be downloaded, transferred or copied on any medium whatsoever.

The Wusic apk, software for downloading video content is a service exclusively for active Wusic subscribers - as defined below.

Wusic subscription plans cover the rights to sound recording (what you hear) in combination with the synchronized lyrics, as well as the copyrights of the reproduced works.

Unless expressly authorized, Wusic offers may not be resold or included in any other commercial form, and the end user of the Service may not be different from the user who paid for the Service.

### 3. Terms of Service Fee

Access to the Service Fee from a smart TV and android devices are possible via the Website only.

Use of the Service Fee requires a broadband connection to Internet. It is specified that these Connections are not supported by Wusic, it is therefore up to the Subscriber to priory subscribe to a broadband Internet offer to use the service Fee. The catalog of sound recordings available within the Service Fee is dependent on existing contracts with copyright holders and is therefore likely to change.

In no case can Wusic guarantee the presence of any specific title or album in the catalog available from the Service Fee.

Likewise, Wusic cannot guarantee that any title or certain album in the catalog available of Service Fee will be indefinite.

Wusic will in no way be responsible for the removal or disabling of elements of the proposed contents of the catalog.

As a subscriber, you can activate the Service Fee on any smart TV and android devices registered from the Service. The service Fee is only accessible from a single connection at a time. It is specified that Wusic is implementing technical means to check for multiple simultaneous connections to a single account of the Service Fee and to detect attempts to multiple connections.

### 4. Access and amendment of the Service Fee

The service Fee is available twenty-four hours, seven days a week, within the limits of the conditions above.

However, Wusic reserves the right to make changes and improvements of its choice to the Service Fee related to technical developments.

Wusic reserves the right to change the price of any of its subscription packages. Wusic shall inform each subscriber via email to the address indicated by the Subscriber upon registering for the Service (or to the email changed by the aforementioned upon the request of the Subscriber) of any rate increase at least 15 (fifteen) days prior to taking effect. In the case where the Subscriber does not accept this price increase, he/she may terminate service from his/her account via the Site and the termination will take effect at the next monthly subscription term. Should the Subscriber fail to terminate the subscription, the new pricing will therefore take effect starting at the next subscription renewal date following the effective date of the new rates.

Any increase in the VAT (Value Added Tax) will automatically and immediately be reflected in the price of the Service. The same shall apply in the case where any new tax would be based on the price of Service and in which Wusic becomes indebted. The termination conditions provided in case of change in the price of any subscription packages, and as outlined above, will apply under the same conditions in case of any price change resulting from an increase or from the establishment of new taxes.

Moreover, Wusic reserves the right, without notice or compensation, to suspend temporary access to the Service Fee for which may be necessary to ensure maintenance operations related to technological change, or necessary to the continuity of the Service Fee.

The Subscriber relieves Wusic from all liability in this respect and waives all claims and / or proceeding against it as such.

Temporary interruptions of the service will wherever possible, be reported via the website at least 24 (twenty-four) hours before they intervene except where such interruptions have a matter of urgency. Wusic reserves the right, without compensation, to shut down the Service Fee. Any closure of the Service shall be notified via the website at least 1 (one) month before it come into effect.

The Subscriber will not be liable for any payment after the termination date of the Service.

#### 5. Right of Withdrawal

The Subscriber expressly acknowledges and agrees that (i) provision of the Service Fee starts at validation of his registration to the Service Fee or before the deadline of seven days (ii) recognizes and accepts as a result of not receiving the right of withdrawal related to the online or remote sale of services.

Accordingly, no request withdrawal, cancellation or refund will be admissible to the subscribed period.

#### 6. Duration

Wusic offers the choice to the Subscriber, of a subscription for a period of one month or for a period of one year (12 months). It is also possible that trial offers or discovery of the Service Fee of varying duration are offered on the Website, temporarily or not. Unless otherwise notified, these trials offers or discovery will be subject to these terms of use and sale and will be limited to one entry (Same IP address (Internet Protocol) and / or even email address) regardless of the free trial or discovery.

#### 7. Renewal

Unless terminated by the Subscriber under the terms of Article 5, the monthly Service Fee is automatically renewed for a period identical to that originally purchased. In case of automatic renewal, the rate then in effect for the subscription will be fully applicable to the Subscriber.

Unless otherwise indicated on the Site and unless terminated by the Subscriber under the terms of Article 5, any free trial or discovery of the Service Fee is transformed into a monthly subscription as stated in the specific offer or, alternatively, the tariff for monthly subscriptions of the Service Fee.

#### 8. Termination

To unsubscribe, the Subscriber must request this from their account on the website by clicking on the "cancel my subscription" page. Termination will become effective at the end of the current subscription period provided that notification has been sent at least 48 (forty-eight) hours before its term and until the date and time as specified to the Subscriber, for a free trial or discovery unless specified otherwise on the website.

In case of non-compliance with the terms above, the subscription is completely renewed.

Termination does not allow a refund of the subscription to the Service Fee.

The aggregate amount paid for the subscription will remain vested in Wusic.

#### 9. Conditions for access to the Service Fee

The Subscriber declares his or her ability to accept the terms of use and sale, that he or she are of legal age and not subject to a decision of legal protection of Majors (put under protection of the court, under tutorship or curatorship) or, if the Subscriber is minor, the holder of parental consent allowing he or she to subscribe.

The Subscriber declares to have a credit card issued by a bank.

#### 10. Subscription to the Service Fee – Opening of account

To subscribe to the Service Fee, a person must:

Create an account on the website or, if the user is already registered, log in to the website.

Inform the different fields of the subscription form on the website.

Confirm acceptance of the terms of sale and use of Service Fee.

Adjust the price of his subscription using one of the means of payment offered.

Confirm registration by accepting subscription to the Service Fee.

Once registration is validated, Wusic provides the subscriber (at the address provided by the latter when registering on the site) with a confirmation email.

Subject to other provisions of these general conditions of sale and use of the Service Fee, the subscription to the Service Fee is effective only when Wusic sends and email confirmation referred to in above paragraph. Wusic recommends the Subscriber to keep this email and / or print it.

The Subscriber can change the sent password, to his account on the website by clicking on the "Change my personal details." menu.

The Subscriber agrees to provide true and sincere information related to his identity. The Subscriber undertakes to inform Wusic immediately of any change of information when subscribing to a subscription and particularly any change of mailing address or electronic means of payment. The Subscriber may change this information from his account on the Site by clicking on the "Change my personal details." menu.

The Subscriber shall immediately notify Wusic for any loss or unauthorized use of his account, his username and password.

Passwords and IDs are personal and the Subscriber agrees not to disclose them. As such, the Subscriber is solely responsible for their use.

The Subscriber is solely responsible for the use of his account, until it is deactivated and consequently, the Subscriber relieves the Wusic and its partners, contractors or rights holders of any responsibility in this regard, unless the Subscriber can demonstrate that the use of its usernames and / or their account results from a fraud by a third party.

#### 11. Price

The price of the subscription to the Paying Service is indicated on the Site in Malaysian Ringgit and all taxes included.

Wusic reserves the right to change the price of each subscription form in accordance with the terms and conditions set out in article 4 above.

It is reminded that the connection and communication costs (Internet) related to the use of the Paying Service are not supported by Wusic and remain the responsibility of the Subscriber.

#### 12. Payment of price

Different modes of payment of the subscription price are offered on the Site (by Visa or MasterCard credit cards).

It is to be noted that when the Subscriber shares to bank details with Wusic, these details are not kept by Wusic.

The price of the subscription is payable monthly regardless of the length of the subscription chosen by the Subscriber. The payment will be made, in due course (payment in advance), during the creation of his account and then each month, by direct debit until termination of his subscription, that the termination is at his initiative or that of Wusic.

The guarantees given by Wusic for transaction security are identical to those obtained by Wusic from the publishers of the aforementioned payment systems, respectively.

In the absence of contrary elements brought by the Subscriber, the computerized registers, preserved in the computer systems of Wusic and its partners under

reasonable conditions of safety, will be considered as proof of communications, the orders, validations and payments between the Subscriber and Wusic. This information will be valid unless otherwise provided by the Subscriber.

### 13. Liability

The Subscriber declares to be informed of the constraints and limitations of Internet networks. Consequently, Wusic will not be held responsible for failures in accessing the Service Fee, speeds of opening and consultation of service pages, speed of listening of sound recordings, temporary or permanent inaccessibility to the Service Fee, the fraudulent use by others of information available on the website. Accordingly, it is the Subscriber's responsibility to protect their computer equipment or other especially against any form of intrusion and / or contamination by viruses, and Wusic will in no case be held responsible for such failure. Wusic cannot be held responsible for any malfunction or damage to the equipment of the Subscriber. More generally, Wusic disclaims any liability if a breach of any obligation was actually a case of force majeure or fortuitous, including but not limited to, disasters, fires, strikes internal or external failures or breakdowns internal or external, and generally all irresistible and unpredictable event that does not allow fulfillment of controls. In no case Wusic can be held liable in the event that the proposed service be incompatible with certain equipment and / or hardware features of the Subscriber. Finally, the Subscriber is solely responsible for their use of the Service Fee and cannot stand Wusic responsible for any claims and / or proceeding against them as such. The Subscriber undertakes to do their personal business of any complaint, claim or objection and more generally of any proceedings brought against Wusic from a third party which is linked to their use of the Service Fee.

### 14. Personal Data

Wusic undertakes to respect the legislation on the protection of privacy with regard to automatic processing of personal data.

Information and data regarding each Subscriber are subject to computer processing and are binding as necessary to manage their subscription. They may for this purpose be forwarded to the companies responsible for the management, execution and processing of payment transactions This information and data is also stored for security, to respect the legal and regulatory obligations to which Wusic is subject. This data is processed and stored at the host site identified in the legal notices contained on the Site under conditions designed to ensure their safety.

With the Subscriber's consent, collected data may also be used as part of our trade relations to compile statistics and also allow Wusic to improve and customize the services it offers and the information it receives.

If your consent has been given (e.g. in connection with the creation of your account during registration for the Service Fee), you will likely receive the Wusic newsletter (Newsletter) to your email address as recorded and, if necessary, modified by yourself. If you no longer wish to receive this newsletter, you may unsubscribe at any time by clicking the link at the bottom of each newsletter or

by changing your data from your account on the website by clicking on the "My Information" (to access this section, [click here](#)).

If the Subscriber has consented (e.g. in connection with the creation of their account to register to the Service Fee), the Subscriber will likely receive offers from Wusic partners to their recorded email address or, where necessary, modified by he or she, and their details may be transferred to business partners.

The Subscriber is informed that data concerning he or she may be disclosed under any law, regulation or pursuant to a decision of a competent judicial or regulatory authority or, if necessary for Wusic in the context of judicial proceedings.

#### 15. "Cookies"

Wusic wants to place a cookie on your computer. A cookie does not identify you personally. On the other hand, it records information relating to the navigation of your computer on the Site (the pages that you have consulted, the date and time of the consultation, etc.) that Wusic will be able to read during your subsequent visits. This will allow Wusic to facilitate your navigation on the site and will avoid having to provide, at each new visit, information already communicated at an earlier date.

Wusic informs you that the setting of your browser allows you to inform of the presence of "cookies" and you can oppose the registration of "cookies". This procedure is specified on the "Privacy policy" section of the Site.

Wusic undertakes not to store Users' Data beyond the period strictly necessary for the purposes pursued and in accordance with applicable regulations.

Wusic undertakes to archive, anonymize and delete the Data as soon as the purpose or the retention period expires. The maximum retention periods apply unless a request to cancel or terminate the processing takes place before the expiry of these periods. However, at the end of these periods, the Data may be archived in order to meet our legal, accounting and tax obligations.

#### 16. Intellectual Property

The general structure of the website, the Service Fee and all component elements (such as including logos, domain names, phonographic or videographic and related items including photographs, images, texts and, or any other person entitled to the sound recordings or videographic and the visual packaging of these records) are the exclusive property of Wusic and, or its licensors (including music producers, labels, collective management of copyright such as PPM, etc.). These elements are protected by laws and other intellectual property, including copyright. You can use these elements in the context of the use of the Service Fee, in accordance with these terms of use and sale. Any total or partial reproduction of the website, the Service Fee and, or elements (as described above) by any means whatsoever without the express permission of Wusic is therefore prohibited and constitutes an infringement punishable by respective countries articles of the Code of Intellectual Property. Any hypertext link to the website

and using the technique of "framing" (Technical programming with the ability to split a browser window into multiple autonomous frames in order to display the content of external sites) or "in-line linking" process (to appear on a web page to extract just one element to another site, which saves storage space on the hard disk of the machine that hosts the site, which has the effect to conceal from an unsuspecting user's original environment to which this element belongs) is strictly prohibited. Phonograph records of the Service Fee are protected digital files with national and international copyright and neighboring rights Copyright. For this reason and in accordance with the Code of Intellectual Property, only the usage implied by the subscription plan chosen by the Subscriber is allowed. Any use for any purpose other than private exposes the Subscriber to civil lawsuits and, or criminal prosecution. Any other use of these digital files is strictly prohibited and in particular any attempt to download or transfer or attempts to transfer permanently or temporarily on the hard disk of a computer or other device (including iPods and other portable digital audio players), engraving or attempting to burn on CD or other media is specifically prohibited (excluding professional plans). Any sale, exchange or lease of these digital files is also strictly prohibited. The Subscriber acknowledges that the sound recordings made available for listening in the form of digital files in the Service Fee is protected by technological protection measures implemented by Wusic to prevent or limit within existing technical constraints in the material and technology available, uses of these recordings not covered by these Terms of Use and sale. The Subscriber agrees not to use any technical measure, which would allow circumvention of technological protection measures in order to proceed to the download of these files and enable digital preservation in the storage unit's receiving terminal whatever (PC, mobile phone, digital music and other digital audio players laptops, etc.).

#### 17. Fraud

Any fraud or attempted fraud, demonstrated by commencement of execution, and committed in particular to use of the content offered here within, will be prosecuted under the provisions of local laws following the Penal Code.

Any operation, whose purpose or effect is to infringe upon confidentiality of client data-exchanges and with privacy-related data of users, will be prosecuted according to civil and criminal provisions.

In case of non-compliance or suspected non-compliance with the subscription terms of Wusic or for any violations, attempted or suspected infringement from a user likely to pursue criminal proceedings, the company Wusic may temporarily or permanently suspend access to the user's account.

In the case of proven manipulation of the Wusic software or other actions that may seriously undermine its operations, the company may, at its sole discretion and without notice, immediately disable the account of the person concerned. It is expressly stated that the application by the company of any of the measures mentioned above will not open right to any compensation that may arise for the benefit of the person concerned.

#### 18. Suspension and / or early termination at the initiative of Wusic or the Subscriber

Without prejudice to any damages that Wusic may seek, Wusic reserves the right to suspend access by a subscriber to the Service Fee and / or termination, without notice or compensation, of the subscription to the Service Fee if failure by the Customer of these terms of use and sale, and including:

No respect for intellectual property rights of Wusic and / or its licensors,  
Circumvention or attempted circumvention of technological protection measures implemented by Wusic,

Multiple simultaneous connections from a single account to the Service Fee or attempts to multiple simultaneous connections,

Provision of false information when registering to the Service Fee;

Non-full or partial payment by the Customer of the price of its subscription to the Service Fee;

Any actions contrary to business interests of Wusic.

For his part, the Subscriber may terminate, without notice or compensation to the benefit of Wusic his subscription fee in case of breach of its main obligations by Wusic as defined in these terms and conditions or in case of legitimate reasons, such as in particular (such as theft of computer, technical incompatibility of the Service Fee with the Subscriber's equipment).

#### 19. Amendments to Terms of Use and Sale

Wusic reserves the right to modify at its own discretion the present Terms and Conditions of use and sale. Wusic shall inform each Subscriber by email at the address provided on his account of any changes to these terms and conditions use and sale at least 15 (fifteen) days before they take effect. In the event the Subscriber does not accept these amendments, he will be free to unsubscribe from his account to the website as described in section 5 above. Such termination shall take effect the next due monthly subscription. In the absence of termination, the new Terms use and sale will therefore apply from the next subscription following the effective date of the new terms of use and sale.

#### 20. Customer Service

For any information or questions about the Service Fee, please contact Wusic through the website by clicking on the "Contact Us" section or email [sales@wusic.com](mailto:sales@wusic.com).

#### 21. Nullity of a clause

In the event that any provision of the Terms of Use and Sale be declared invalid or unenforceable for any reason whatsoever, other provisions shall continue to apply.

#### 22. Applicable law and dispute

The general conditions of use and sale are subject to Malaysian law. In case of dispute, the parties will seek an amicable solution before starting any legal action. If failure of these attempts, all challenges to the validity, interpretation and / or execution of general conditions of the present terms of use and sale will

be made even in cases of multiple defendants or guarantee call, in front of the Malaysian courts of jurisdiction.

### 23. Fulfillment Policy

An account owner is the individual that signs up with username, email, phone number, address for a wusic account for immediate FREE 1 day free trial, or purchase user subscription or business VIP subscription. The subscribers can search songs and add into playlist to enjoy unlimited songs.

### 24. Refund Policy

Subscription includes a 1 day free trial. After you upgrade to a paid plan during or after free trial period, the user subscription plan is billed in advance. Business VIP subscription with referral credits is non-refundable.

For user subscription, fee is refundable within seven (7) working days (Monday-Friday except public holiday). Once refunded, subscription will be terminated.

### 25. Contact us

Wusic Entertainment Sdn Bhd

Contact no. : +603- 8069 1381

Email : sales@wusic.com

Address: Unit 11-3, Jalan TPP 1/4, Taman Perindustrian Puchong, 47160, Puchong, Selangor.