

End User License Agreement (“EULA”)

This End User License Agreement (“Agreement”) is an agreement between CAPYBARAKUN, (hereinafter referred to as “CAPYBARAKUN,” “we,” “us” or “our”) and you or the entity that you represent for the capybara music software (hereinafter referred to as the “Software”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE OF THE SOFTWARE. BY INSTALLING, COPYING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL, COPY, OR USE THE SOFTWARE. IF YOU ARE ACCESSING OR USING THE SOFTWARE ON BEHALF OF ANY ENTITY OR OTHERWISE IN PERFORMANCE OF SERVICES FOR ANY ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF, THAT ACCEPTANCE OF THIS AGREEMENT AND USE OF THIS SOFTWARE WILL NOT VIOLATE ANY AGREEMENT YOU HAVE WITH SUCH ENTITY, AND THAT SUCH ENTITY AGREES TO PROTECT YOU AND US FOR VIOLATIONS OF THIS AGREEMENT.

1. Software License

Subject to the terms and conditions of this Agreement and during the term of this Agreement, CAPYBARAKUN hereby grants you a non-exclusive, non-sublicensable, non-transferable license to install, access, download and use one copy of the Software in object code form only on an authorized personal computing device and network server solely to use the services made available by CAPYBARAKUN (the “CAPYBARAKUN’s Services”) for your own personal or internal business use (the “Permitted Purpose”). Any Software that updates, supplements or replaces the original Software is governed by this Agreement unless separate license terms accompany such update, supplement or replacement, in which case such separate terms will govern in the event of a conflict with this Agreement or as otherwise provided in such separate terms.

2. License Limitations

Section 1 states the entirety of your rights with respect to the Software, and we reserve all rights not expressly granted to you in this Agreement. Without limiting the foregoing, you will not do, or authorize or permit any third party to do, any of the following:

- (a) distribute, sub-license, sell, assign, or otherwise transfer or make available the Software;
- (b) use the Software for any purpose other than the Permitted Purpose;
- (c) reverse engineer, decompile, disassemble or otherwise attempt to discover or re-create the source code for the Software;
- (d) modify, adapt, alter, improve or create any derivative works of the Software;
- (e) connect the Software with any other online services or use the Software in conjunction with other software or services not provided by or permitted by CAPYBARAKUN in connection with CAPYBARAKUN’s Services;
- (f) remove, circumvent or create or use any workaround to any copy protection or security feature in or relating to the Software; or

(g) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Software.

3. Ownership and Confidentiality

The Software is licensed, not sold, to you. We or our licensors own all right, title and interest in and to the Software, including all copyright, patent and other intellectual property or other proprietary rights in the Software. No title to or ownership of the Software or any associated intellectual property or proprietary rights are transferred to you by this Agreement. You also acknowledge that when you download, install or use the Software, we have the right to automatically collect information on your use of the Software. We may also require that you provide information regarding yourself in order to download, install or use the Software or certain features. All information collected from you in connection with the Software may be used by us in compliance with our Privacy Policy. By your using, installing, downloading or providing information, you consent to the Privacy Policy and our use of your information in compliance thereof.

YOU ARE EXPRESSLY PROHIBITED FROM DISCLOSING THE SOFTWARE TO ANY PERSON OR ENTITY OR PERMITTING ANY PERSON OR ENTITY ACCESS TO OR USE OF THE SOFTWARE OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT.

4. Disclaimers

THE SOFTWARE IS PROVIDED TO YOU FREE OF CHARGE AND IS PROVIDED ON AN “AS IS” BASIS AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CAPYBARAKUN AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CAPYBARAKUN DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS FREE OF BUGS, ERRORS, VIRUSES OR OTHER DEFECTS OR THAT THE SOFTWARE WILL TRANSMIT DATA IN A SECURE MANNER. CAPYBARAKUN AND ITS LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF OR INABILITY TO USE THE SOFTWARE. CAPYBARAKUN AND ITS LICENSORS PROVIDES ANY WARRANTY OR REPRESENTATIONS OF ANY KIND THAT THE SOFTWARE WILL MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, ACHIEVE ANY KIND OF INTENDED PURPOSE, BE COMPATIBLE WITH ANY OTHER SOFTWARE OR SYSTEM, OR HAVE ERRORS THAT CAN BE CORRECTED.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last. To the extent that those laws apply to this Agreement, the exclusions and limitations set forth above may not apply.

5. Indemnification

You will defend, indemnify and hold harmless CAPYBARAKUN and its affiliates, independent contractors, service provider, partners, and their respective directors, officers and employees collectively, the “Business Parties”) from and against any third party claims, suits or actions and any resulting damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or related to:

(a) your use of, or inability to use, the Software; or

(b) your violation of any terms of this Agreement.

6. Limitation of Liability

IN NO EVENT SHALL ANY OF THE BUSINESS PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF A BUSINESS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE BUSINESS PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE EXCEED THE COMPENSATION YOU HAVE PAID, IF ANY, TO CAPYBARAKUN FOR THE SOFTWARE.

Some jurisdictions do not allow the exclusion or limitation of certain damages. To the extent that those laws apply to this Agreement, the exclusions and limitations set forth above may not apply.

7. Termination

CAPYBARAKUN may terminate this Agreement at any time, with or without cause, immediately upon notice to you. CAPYBARAKUN may also discontinue CAPYBARAKUN's Services with which the Software is used, in which case this Agreement will terminate automatically without notice to you. You may terminate this Agreement by cancelling your CAPYBARAKUN Services account opened in connection with your use of the Software and deleting all copies of the Software in your possession or control. In the event of the termination of this Agreement for any reason:

- (a) the license granted to you in this Agreement will terminate;
- (b) you must immediately cease all use of the Software and destroy or erase all copies of the Software in your possession or control; and
- (c) Sections 3 (Ownership), 4 (Disclaimers), 5 (Indemnification), 6 (Limitation of Liability), 7 (Termination), 10 (Governing Law) and 11 (General) will survive any such termination.

Further, in the event the agreement governing your use of CAPYBARAKUN's Services with which the Software is used is terminated for any reason, this Agreement will terminate automatically without notice to you.

8. Changes to the EULA or the Software

CAPYBARAKUN reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to you. You can review the latest version of this EULA clicking EULA link inside ACCOUNT (账号) – LEGAL DOCUMENTS (正式文件) – EULA. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to you or causes you to no longer be in agreement or compliance

with this EULA, you may terminate this EULA in accordance with Clause 7 and must immediately uninstall the Software and destroy all copies of the Software. Your continued use of the Software following any revision to this EULA constitutes your complete and irrevocable acceptance of any and all such changes.

CAPYBARAKUN may modify the Software for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Software. You agree that the Software may install or download the modifications automatically. You agree that CAPYBARAKUN may stop to support previous versions of the Software upon availability of an updated version. CAPYBARAKUN's channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the Software. CAPYBARAKUN also reserves the right to amend the Software License granted as set out in Clause 1 to place limits on the use of the Software.

9. Governing Law

Unless expressly prohibited by local law, this Agreement is governed by the laws of Malaysia, without regard to any conflict of law principles to the contrary. You hereby irrevocably consent to jurisdiction of the state and federal courts located in Malaysia with respect to any proceeding regarding this Agreement or the Software. You will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement or the Software except in such courts.

10. General

(a) Export Restrictions

The Software is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of Malaysia, foreign agency or authority relating to the Software and your use of the Software. You agree not to transfer, export or re-export the Software and any data or information which you obtained from CAPYBARAKUN or is the Software without a proper license under Malaysian law, restrictions and regulations.

(b) Severability

If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with minimum modification necessary to make it legal, valid and enforceable to reflect CAPYBARAKUN's initial intentions.

(c) Assignment

You may not assign or otherwise transfer this Agreement, or assign, sublicense or otherwise transfer any of your rights under this Agreement without the prior written consent of CAPYBARAKUN, and any attempted assignment without such consent will be void. (e) Attorney's Fees. In any action or proceeding to

enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees.

(d) Entire Agreement

This Agreement, our Privacy Policy and Software Terms and Conditions (both can be obtained inside the app at settings (设置) - LEGAL DOCUMENTS – (正式文件)) sets forth our entire agreement with respect to the Software and supersedes all prior and contemporaneous understandings and agreements with respect to the Software whether written or oral.

(e) Internet Connection

The Software may have the ability to connect over the Internet to transmit data and/or information to and from your computer regarding CAPYBARAKUN's Services including, but not limited to, CAPYBARAKUN's Services information, the country/region where you live, the status of CAPYBARAKUN's Services etc. CAPYBARAKUN may alter the items of such data and/or information without prior approval. CAPYBARAKUN does not collect personally identifiable information without your permission. CAPYBARAKUN may, however, use non personally identifiable information for statistical purposes to improve the level of service CAPYBARAKUN provides to the users. If you agree to install the Software, any transmissions to or from the Internet will be in accordance with CAPYBARAKUN's then-current Privacy Policy as provided in CAPYBARAKUN's website.

Last updated 21 SEP 2024