

Neoko Music

Terms of Service

1. Introduction

Neoko LLC, a limited liability company registered in the State of Iowa, with its principal office at 6003 Spring Street, Davenport IA, 52807, provides the Neoko Music website and domains including neokomusic.com, neoko.music, on site physical data storage, and related services (collectively, the “Service”).

These Terms of Service (“Terms”) govern your access to and use of the Service, including account registration, subscription payments, and content posted to the platform.

By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you may not use the Service.

2. Eligibility

Minimum Age Requirement:

Users must be at least 13 years old to create an account or use the Service. By registering, you confirm that you meet this age requirement.

Geographic Restrictions:

Access to the Service may be restricted in certain countries or jurisdictions. You are responsible for ensuring that your use of the Service complies with local laws.

3. Account Registration

Accurate Information:

When creating an account, you must provide accurate, complete, and current information. You agree to update your information promptly if it changes.

Credential Security:

You are responsible for keeping any and all of your account credentials confidential. You must notify us immediately if your account is accessed without authorization.

Account Limits:

Each user may only maintain one account, unless explicitly allowed. Creating multiple accounts to circumvent restrictions or abuse the Service is prohibited.

4. Subscription & Payments

Accepted Payment Methods:

We accept credit cards, debit cards, or third-party payment processors such as Stripe. Payment information is handled securely and in accordance with our Privacy Policy.

Billing Cycles & Automatic Renewals:

Subscriptions are billed on a recurring cycle (monthly, yearly, etc.) as specified at the time of purchase. Subscriptions automatically renewed unless canceled before the renewal date.

Failed Payment Handling:

If a payment fails, your subscription may be temporarily suspended. You will be notified and given an opportunity to update your payment method.

Refund Policy:

Refunds will be provided at the Services discretion. Certain subscription fees may be non-refundable. Details of refunds, if any, are provided during purchase.

Cancellation Procedure:

Users may cancel subscriptions at any time through their account settings. Cancellation will take effect at the end of the current billing period, unless otherwise specified. Upon cancellation of the Service, the Service reserves the right to limit upload and download amounts at the discretion of the Service, even if the subscription is still active.

5. User Content & Profiles

Ownership:

Users retain ownership of all and any content they create including but not limited to profile information, uploaded songs and images, no matter if the content has been made public or private. By uploading to Neoko Music the user grants the Service a license to display, distribute, and use the content for the purposes of providing the Service.

Permissions Granted:

By posting content, users allow the Service to display such content on the platform, in marketing materials, or through other promotional channels.

Content Rules:

Users may not post content that is illegal, offensive, defamatory, infringing on intellectual property rights, or otherwise violates these Terms.

Right to Remove Content:

The Neoko Music and the Service reserves the right to remove content or suspend accounts that violate these rules and or the right to remove content as the Service sees fit. Users may also report inappropriate content for review by the Service and the outcome is to be determined by the Service.

6. Prohibited Activities

Users may not:

- Hack, reverse engineer, or attempt to circumvent security measures of the Service.
- Spam or otherwise disrupt the Service or other users.
- Access another user's account or share credentials without permission.
- Use the Service for illegal purposes.
- Download any content through unofficial mediums from within the Service.
- Violations may result in account suspension or termination.

The Service reserves the right to ban or otherwise decide the consequence for any user that has been found to be engaging in any prohibited activity. By using the Service, users agree that the Service reserves the right to pursue any and all legal remedies available to us in response to violations of these Terms or misuse of our Services. This includes seeking damages, injunctions, and cooperation with law enforcement authorities.

The service reserves the right to pursue full compensation for damages including but not limited to:

- Costs of repairing or replacing damaged systems or data.
- Losses resulting from service downtime or interruption.
- Loss of business revenue, contractual penalties, or reputational harm.
- Reasonable legal and investigative expenses.

7. Disclaimers & Limitation of Liability

Service Provided “As-Is”:

The Service is provided without warranties of any kind, whether express or implied, including warranties of availability, accuracy, or fitness for a particular purpose.

Limits of Liability:

We are not responsible for downtime, lost data, or damages resulting from third-party services integrated with the Service including but not limited to payment processors, email services, external APIs, cloud services, and utility services.

8. Termination

Suspension or Termination:

The Service may suspend or terminate your account at any time for violations of these Terms or for inactivity. If an account is to be suspended or terminated the Service will provide ample notifications to the user in the form of emails or notifications from within the Service.

Effect on Fees and Content:

Termination does not automatically entitle users to refunds. Content associated with terminated accounts may be deleted or archived as to be decided by the Service. The service is allowed to do anything the service wants with data left behind from terminated accounts. Users may request any data to be deleted and the Service will delete all and any data that is only owned by such a user. The users can only delete data under the users own owned uploads. This data deletion does not extend onto previous or projects branching off of a user's requested deletion.

9. Governing Law & Dispute Resolution

Jurisdiction:

These Terms are governed by and construed in accordance with the laws of the State of Iowa, United States of America, without regard to its conflict of law principles.

Dispute Resolution:

Any disputes arising from or relating to these Terms or the use of the Service shall first be attempted to be resolved through binding arbitration conducted in accordance with applicable U.S. arbitration rules.

Either party may instead choose to bring an individual claim in a small claims court located in the State of Iowa, United States of America.

No party shall pursue class actions or collective proceedings.

10. Modifications

Right to Update Terms:

The Service reserves the right to update this document, the Terms of Service, at any time.

Notification of Changes:

Users will be notified of significant changes via email or app notification or a notice on the Service. The notice on the service will be a banner ad displayed within the navigation section of the page. The user will be shown a link to the updated Terms of Service and also a button to clear the banner from their screen. Continued use of the Service constitutes acceptance of the updated Terms.