Worldtv法律责任与免责

重要须知：**Worldtv软件公司** (下称“**Worldtv**”)在此特别提醒用户认真阅读本《worldtv 播放器安装使用许可协议》(下称“《协议》”)--- 用户应认真阅读本《协议》中各条款，包括免除或者限制Worldtv责任的免责条款及对用户的权利限制。请您审阅本《协议》(未成年人应在法定监护人陪同下审阅)。除非您接受本《协议》条款，否则您无权下载、安装或使用本软件及其相关服务。您的安装使用行为将视为对本《协议》的接受，并同意接受本《协议》各项条款的约束。本《协议》是用户与Worldtv及其运营合作单位(“合作单位”)之间关于用户下载、安装、使用“Worldtv播放器”软件(以下简称“软件”)所订立的协议。本《协议》描述Worldtv与您之间关于“软件”许可安装、使用及相关方面的权利义务。“用户”或“您”是指通过Worldtv提供的获取软件授权的途径获得软件授权许可和/或软件产品的个人或单一实体。本《协议》可由Worldtv随时更新，且毋须另行通知。本《协议》条款一旦发生变更，Worldtv将在本软件或Worldtv相关网页上公布更新内容。更新后的协议内容一旦公布即有效代替原来的协议条款。您可随时登陆本软件或网站查阅最新版协议条款。

**• 知识产权声明**

• 本“软件”是由Worldtv开发。“软件”的一切版权等知识产权，以及与“软件”相关的所有信息内容，包括但不限于：文字表述及其组合、图标、图饰、图表、色彩、界面设计、版面框架、有关数据、印刷材料、或电子文档等均受著作权法和国际著作权条约以及其他知识产权法律法规的保护。

**• “软件”授权范围**

• 用户可以在单台计算机、终端机、工作站或其他数字电子仪器(下统称“计算机”)上安装、使用、显示、运行本“软件”。

• 保留权利： 未明示授权的其他一切权利仍归Worldtv所有，用户使用其他权利时须另外取得Worldtv的事先书面同意。

•  除本《协议》有明确规定外，本《协议》并未对利用本“软件”访问的Worldtv或合作单位的其他服务规定相关的服务条款，对于这些服务可能有单独的服务条款加以规范，请用户在使用有关服务时另行了解与确认。如用户使用该服务，视为对相关服务条款的接受。

**• 用户使用须知**

• 用户应保证用户注册登记软件或合作单位提供的服务时提供的资料均为真实无误。

• 用户在遵守法律及本协议的前提下可依本《协议》使用本“软件”。用户无权实施包括但不限于下列行为：

• 删除本“软件”及其他副本上所有关于版权的信息、内容；

• 对本“软件”进行反向工程、反向汇编、反向编译等；

• 对于本“软件”相关信息等，未经Worldtv书面同意，用户擅自实施包括但不限于下列行为：使用、复制、修改、链接、转载、汇编、发表、出版，建立镜像站点、擅自借助“软件”发展与之有关的衍生产品、作品、服务等。

• 利用本“软件”发表、传送、传播、储存违反国家法律、危害国家安全、祖国统一、社会稳定的内容，或侮辱诽谤、色情、暴力及任何违反国家法律法规政策的内容。

• 利用本“软件”发表、传送、传播、储存侵害他人知识产权、商业秘密等合法权利的内容。

• 进行危害计算机网络安全的行为，包括但不限于：使用未经许可的数据或进入未经许可的服务器/帐户；未经允许进入公众计算机网络或者他人计算机系统并删除、修改、增加存储信息；未经许可，企图探查、扫描、测试本“软件”系统或网络的弱点或其它实施破坏网络安全的行为；企图干涉、破坏本“软件”系统或网站的正常运行，故意传播恶意程序或病毒以及其他破坏干扰正常网络信息服务的行为；伪造TCP/IP数据包名称或部分名称。

• 以任何形式变更、发行、播放、转载、复制、重制、散布、表演、展示Worldtv播放器节目的音频、视频资源和捕捉音频、视频资源而形成的视频、音频、图象及相关的商业行为。否则将视作侵权，依法追究法律责任。

• 使用本“软件”必须遵守国家有关法律和政策等，维护国家利益，保护国家安全，并遵守本协议，对于用户违法或违反本协议的使用而引起的一切责任，由用户负全部责任，一概与Worldtv及合作单位无关，导致Worldtv及合作单位损失的，Worldtv及合作单位有权要求用户赔偿，并有权立即停止向其提供服务。

• 本“软件”同大多数互联网软件一样，可能受到各种安全问题的侵扰，如他人利用用户的资料，造成现实生活中的骚扰；下载安装的其它软件中含有"特洛伊木马"等病毒，威胁到用户的计算机信息和数据的安全，继而影响本“软件”的正常使用等等。用户应加强信息安全及使用者资料的保护意识，要注意加强密码保护，以免遭致损失和骚扰。

• 非经Worldtv或Worldtv授权开发并正式发布的其它任何由本“软件”衍生的软件均属非法，下载、安装、使用此类软件，将可能导致不可预知的风险，建议用户不要轻易下载、安装、使用，由此产生的一切法律责任与纠纷一概与Worldtv无关。

• Worldtv将会采取合理的措施保护用户的资料信息，除法律或政府要求或用户同意等原因外，Worldtv未经用户同意不向除合作单位以外的第三方公开、 透露用户信息。但是用户在注册时选择或同意公开，或用户与Worldtv及合作单位之间就用户资料公开或使用另有约定的除外，同时用户应自行承担因此可能产生的任何风险，Worldtv对此不予负责。

• Worldtv将建立和维持一合理的程序，以保护未成年人个人资料的保密性及安全性。Worldtv郑重声明：任何18岁以下的未成年人参加网上活动应事先得到家长或其法定监护人（以下统称为"监护人"）的可经查证的同意。

• 未经监护人之同意，Worldtv将不会使用未成年人之个人资料，亦不会向任何第三方披露或传送可识别该未成人的个人资料，但是，由于相关法律法规要求、国家机关的查询要求、或在紧急情况下竭力维护用户个人和社会大众的隐私安全等原因除外。

• Worldtv收集未成年人的个人资料，这些资料只是单纯作为保护未成年人参与网络活动时的安全，而非作为其它目的之利用。Worldtv保证不会要求未成年人提供额外的个人资料，以作为允许其参与网上活动的条件。

• 一般而言，Worldtv基于下列原因需要使用到用户的资料信息：(1) 执行软件验证服务。(2)执行软件升级服务。(3)提高您的使用安全性并提供客户支持。(4)因用户使用Worldtv播放器特定功能以及因用户要求Worldtv或合作单位提供特定服务时，Worldtv或合作单位则需要把用户的信息提供给与此相关联的第三方。

• “用户同意”的方式有：(1)接受本协议及Worldtv发布的服务条款；(2)用户通过电子邮件、电话、传真、即时通信等方式所作的口头或书面表示；(3)协议或服务声明中有“默认同意”条款，用户对此无异议的。(4)其他Worldtv与用户均认可的方式。

• “软件”的替换、修改和升级：Worldtv保留在任何时候通过为您提供本“软件”替换、修改、升级版本的权利以及为替换、修改或升级收取费用的权利。“软件”为用户默认开通“升级提示”功能，视用户使用的“软件”版本差异，Worldtv提供给用户自行选择是否需要开通此功能。

• Worldtv和或合作单位将根据市场与技术的发展向用户提供与本“软件”相关的各种互联网以及移动通信增值服务，包括免费和收费的增值服务。Worldtv和/或合作单位保留对相关增值服务收取费用及改变收费标准、方式的权利；如相关服务由免费变更为收费服务，Worldtv和/或合作单位将以适当的形式通知，用户可自主选择接受或拒绝收费服务，并保证在使用收费服务时，将按照Worldtv和/或合作单位相关收费规定支付费用，如拒付或拖欠费用，Worldtv和/或合作单位有权停止服务，并依法追偿损失及赔偿。

• 为提高本软件的P2P网络播放功能，本软件在播放P2P网络资源时可能会自动将影片下载至用户本地磁盘，该功能会占用用户电脑或手机或机顶盒或手机或机顶盒部分磁盘空间，但在达到一定的容量后会自动提示用户清理影片，不会无限量的占用用户电脑或手机或机顶盒磁盘空间。请您在使用本软件时应预留足够磁盘空间。

• 我们的知识产权政策是对符合《信息网络传播权保护条例》和其它适用的知识产权法律规定的声称侵权之通告进行回复。任何单位或个人认为通过Worldtv播放器可能涉嫌侵犯其合法权益的，应该及时向Worldtv书面反馈，并请提供身份证明、权属证明及详细侵权情况证明，有关详细信息，请与我们联系。

**• 法律责任与免责**

• Worldtv特别提请用户注意，Worldtv为了保障公司业务发展和调整的自主权，Worldtv拥有随时自行修改或中断软件授权而不需通知用户的权利，如有必要，修改或中断会以通告形式公布于Worldtv网站重要页面上。

• 用户违反本协议或相关的服务条款的规定，导致或产生的任何第三方主张的任何索赔、要求或损失，包括合理的诉讼费用和律师费用，您同意赔偿Worldtv与合作公司、关联公司，并使之免受损害。对此，Worldtv有权视用户的行为性质，采取包括但不限于中断使用许可、停止提供服务、限制使用、法律追究等措施。

• 使用本“软件”由用户自己承担风险，Worldtv及合作单位对本“软件”不作任何类型的担保，不论是明示的、默示的或法令的保证和条件，包括但不限于本“软件”的适销性、适用性、无病毒、无疏忽或无技术瑕疵问题、所有权和无侵权的明示或默示担保和条件，对在任何情况下因使用或不能使用本“软件”所产生的直接、间接、偶然、特殊及后续的损害及风险，Worldtv及合作单位不承担任何责任。

• 使用本“软件”涉及到互联网服务，可能会受到各个环节不稳定因素的影响，存在因不可抗力、计算机病毒、黑客攻击、系统不稳定、用户所在位置、用户关机以及其他任何网络、技术、通信线路等原因造成的服务中断或不能满足用户要求的风险，用户须明白并自行承担以上风险，用户因此不能使用本软件，Worldtv及合作单位不承担任何责任。

• 用户须自行承担使用本“软件”所播放内容的风险，任何通过使用本软件而播放的第三方内容均系他人提供或制作，您可能从该第三方内容上获得资讯及享用服务，Worldtv对其真实性、合法性、适用性概不负责，亦不承担任何法律责任。

• 若您认为被播放的第三方内容侵犯您的权利，Worldtv声明与上述内容无关，不承担任何责任。Worldtv建议您与该第三方或法律部门联系，寻求法律保护；若您需要更多了解Worldtv之播放器服务，请参见Worldtv关于播放器的相关说明。

• 用户因第叁方如电信部门的通讯线路故障、技术问题、网络、电脑或手机或机顶盒故障、系统不稳定性及其他各种不可抗力原因而遭受的经济损失，Worldtv及合作单位不承担责任。

• 因技术故障等不可抗事件影响到服务的正常运行的，Worldtv及合作单位承诺在第一时间内与相关单位配合，及时处理进行修复，但用户因此而遭受的经济损失，Worldtv及合作单位不承担责任。

**• 青少年用户特别提示**

青少年用户必须遵守全国青少年网络文明公约，青少年网友在参与网络活动中注意以下事项，正确学习使用网络，加强自我保护：

• 青少年网友要注意区分网络与现实的区别，避免沉迷于网络而影响了日常的学习生活。

• 网友填写个人资料时，加强个人保护意识，以免不良分子对个人生活造成骚扰。

• 未满18岁青少年应在监护人指导和监督下上网。青少年网友要善于网上学习，不浏览不良信息，要诚实友好交流，不侮辱欺诈他人。

• 青少年网友应增强自我保护意思，避免陌生网友会面或参与联谊活动，以免为不法分子所乘，危及自身。

• Worldtv郑重提醒用户正确认识网络世界，重视参加网络活动的安全性，加强防范，确保安全。

**• 其他条款**

• 本协议所定的任何条款的部分或全部无效者，不影响其它条款的效力。

本软件归Worldtv所有，Worldtv对本协议保留一切解释和修改权利。

Legal liability and disclaimer

Important Notice: Worldtv Software Inc. ("Worldtv") hereby specifically reminds users to carefully read this "worldtv player installation license agreement" (hereinafter referred to as the "Agreement") --- users should carefully read this "Agreement" The terms of the agreement, including the exemption or restriction of Worldtv's liability exclusions and restrictions on users' rights. Please review this Agreement (minors should be accompanied by a legal guardian). Unless you accept the terms of this Agreement, you have no right to download, install or use the software and related services. Your installation and use will be deemed as acceptance of this Agreement, and you agree to be bound by the terms of this Agreement. This "Agreement" is an agreement between the user and Worldtv and its operating partner ("partner") regarding the user's download, installation, and use of the "Worldtv Player" software ("Software"). This "Agreement" describes the rights and obligations between Worldtv and you regarding the installation, use, and related aspects of the "Software" license. "User" or "You" means an individual or a single entity that obtains software licenses and/or software products through Worldtv's access to software licenses. This Agreement may be updated by Worldtv at any time without notice. In the event of a change in the terms of this Agreement, Worldtv will post updates on the Software or Worldtv related web pages. The content of the updated agreement effectively replaces the original terms of the agreement once it is published. You can access the software or website at any time to check the latest version of the terms of the agreement.

• Intellectual Property Declaration

• This "Software" was developed by Worldtv. "Software" includes all intellectual property rights such as copyright, and all information related to "Software", including but not limited to: text descriptions and combinations thereof, icons, drawings, graphics, colors, interface designs, layout frameworks, relevant data, Printed materials or electronic documents are protected by copyright laws and international copyright treaties and other intellectual property laws and regulations.

• "Software" authorization scope

• Users may install, use, display, or operate the Software on a single computer, terminal, workstation, or other digital electronic device (collectively, the "computer").

• Reservation Rights: All other rights that are not expressly authorized are still owned by Worldtv, and users must separately obtain Worldtv's prior written consent when using other rights.

• Except as expressly provided in this Agreement, this Agreement does not stipulate the relevant terms of service for Worldtv or other services of the partner companies using the Software, and these services may be regulated by separate terms of service. Please understand and confirm when using the service. If users use the service, they are deemed to accept the relevant service terms.

• User instructions

• The user should ensure that the information provided by the user when registering the software or the service provided by the partner is true and correct.

• Users may use the Software in accordance with this Agreement, provided they comply with the law and this Agreement. Users are not authorized to implement but include, but are not limited to the following:

• Delete all copyright information and content on this "Software" and other copies;

• reverse engineer, reverse assemble, reverse compile the "software";

• Regarding this "software" related information, without the prior written consent of Worldtv, the user may, without the prior consent, implement, including but not limited to, the following acts: use, copy, modify, link, republish, compile, publish, publish, create a mirror site, and use "software without permission." "Developing related derivative products, works, services, etc.

• Use this “software” to publish, transmit, disseminate, and store content that violates national laws, endangers national security, the motherland’s unity, social stability, or insults pornography, pornography, violence, and any content that violates national laws and regulations.

• Use this “software” to publish, transmit, disseminate, and store content that violates others’ legal rights such as intellectual property rights and trade secrets.

• Conducting activities that endanger computer network security, including but not limited to: the use of unlicensed data or access to unauthorized servers/accounts; unauthorized access to public computer networks or other people's computer systems and the deletion, modification, and addition of stored information; Without permission, attempts to detect, scan, test the weaknesses of the "software" system or network or other activities that undermine the security of the network; attempt to interfere with or disrupt the normal operation of the "software" system or website, intentionally spreading malicious programs or viruses and Others disrupt the behavior of interference with normal network information services; fake TCP/IP packet names or partial names.

• Change, distribute, broadcast, reproduce, reproduce, reproduce, distribute, perform, display, and display in any form the audio, video resources, and video, audio, graphics, and related business of Worldtv player programs. behavior. Otherwise, it will be regarded as infringement and legal responsibilities will be investigated according to law.

• The use of the "Software" must comply with the relevant laws and policies of the State, safeguard national interests, protect national security, and abide by this Agreement. All responsibility for the user's violation of the law or breach of the use of this Agreement shall be the sole responsibility of the user. Worldtv and cooperating units have the right to demand compensation from users and have the right to stop providing services to Worldtv and cooperating units independently of Worldtv and cooperating units.

• This "Software", like most Internet software, may be subject to various security issues, such as the use of users' data to cause harassment in real life; other software downloaded and installed includes "Trojan Horse" and other threats. The security of the user's computer information and data, then affect the normal use of the "software" and so on. Users should strengthen the protection of information security and user data, and pay attention to strengthening password protection so as to avoid loss and harassment.

• Any software derived from this “software” that is not developed or officially released by Worldtv or Worldtv is illegal. Downloading, installing, and using such software may result in unpredictable risks. It is recommended that users do not download, install, or install it easily. The use of the resulting legal liability and disputes is not related to Worldtv.

• Worldtv will take reasonable steps to protect the user's profile information. Worldtv does not disclose or disclose user information to third parties other than the cooperating parties without the user's consent, except for legal or government requirements or user consent. However, Worldtv shall not be responsible for any risks that may arise due to the user’s choice or consent to be disclosed at the time of registration, or the user’s disclosure of the user’s data or use of the agreement between Worldtv and the partner.

• Worldtv will establish and maintain a reasonable procedure to protect the confidentiality and security of minors' personal data. Worldtv solemnly declares that any minor under the age of 18 who participates in online activities shall obtain prior verification of the parents or their legal guardians (hereinafter collectively referred to as "guardians").

• Without the consent of the guardian, Worldtv will not use the personal data of the minor, nor will it disclose or transmit personal data that can identify the minor to any third party. However, due to relevant laws and regulations, inquiries from state agencies, Requirement, or efforts to maintain the privacy of users and the general public in an emergency, etc.

• Worldtv collects personal information of minors. This information is only used as a safeguard to protect minors from participating in online activities, and is not used for other purposes. Worldtv guarantees that minors will not be required to provide additional personal information as a condition for allowing them to participate in online activities.

• In general, Worldtv needs to use the user's profile information for the following reasons: (1) Performing software verification services. (2) Perform software upgrade services. (3) Improve your security of use and provide customer support. (4) When users use Worldtv player-specific features and Worldtv or partner companies provide specific services as requested by users, Worldtv or partner organizations need to provide users' information to third parties associated with them.

• The "User Agrees" approach includes: (1) accepting this Agreement and the terms of service issued by Worldtv; (2) oral or written representations by users via email, telephone, fax, instant messaging, etc.; (3) agreement or There is a "default consent" clause in the service statement. The user has no objection to this. (4) The way that other Worldtv and users agree.

• Replacement, Modification, and Upgrade of “Software”: Worldtv reserves the right at any time to provide you with the right to replace, revise, and upgrade versions of the Software and to charge fees for replacement, modification or upgrade. "Software" provides users with an "upgrade prompt" function by default. Depending on the version of the "software" used by the user, Worldtv offers the user the option of whether or not to activate this function.

• Worldtv and/or its partners will provide users with a variety of Internet-related and mobile communication value-added services related to the software, including free and fee-based value-added services, based on market and technology development. Worldtv and/or its partners reserve the right to charge fees for related value-added services and to change fees and methods; if the relevant services are changed from free to paid services, Worldtv and/or its partners will notify them in an appropriate form, and users can choose to accept Or refuse to charge services, and ensure that when using the fee-based services, the fees will be paid in accordance with Worldtv and/or the relevant provisions of the cooperating unit. If such charges are refused or arrears, Worldtv and/or cooperating parties have the right to stop the service and recover losses and Compensation.

• In order to improve the P2P network playback function of the software, the software may automatically download the video to the user's local disk when playing P2P network resources. This function will occupy some of the user's computer disk space, but will automatically prompt after reaching a certain capacity. The user does not clean up the video and does not occupy the user's computer disk space in an unlimited amount. Please reserve enough disk space when using this software.

• Our intellectual property policy is to respond to notices of alleged infringement that comply with the Regulations on the Protection of the Right to Spread of Information on the Internet and other applicable intellectual property laws. Any unit or individual who believes that the Worldtv player may be suspected of infringing his or her legitimate rights and interests, should promptly provide written feedback to Worldtv, and provide proof of identity, proof of ownership, and proof of detailed infringement. For more information, please contact us.

• Legal Liability and Disclaimer

• Worldtv specifically reminds users that Worldtv reserves the right to modify or discontinue software licenses at any time without notice to the user in order to safeguard the autonomy of the company's business development and adjustment. If necessary, changes or interruptions will be announced to Worldtv in the form of announcements. On the important page of the website.

• In violation of this Agreement or related terms of service, any claim, requirement or loss claimed by any third party caused or incurred, including reasonable costs of litigation and attorneys' fees, you agree to indemnify Worldtv and partner companies, affiliates, and Protect it from damage. In this regard, Worldtv reserves the right to take measures including, but not limited to, interruption of licenses, suspension of service provision, restricted use, and legal prosecution, depending on the nature of the user’s actions.

• Use of the "Software" is at the user's own risk and Worldtv and its partners make no warranty of any kind with respect to the "Software", whether express, implied, or warranties and conditions of the Act, including but not limited to the "Software". The express or implied warranties and conditions of merchantability, fitness for application, non-viral, negligence or non-technical defects, ownership and non-infringement are direct and indirect resulting from the use or inability to use the Software under any circumstances. , Incidental, special and consequential damages and risks, Worldtv and cooperators do not assume any responsibility.

• The use of the “software” in relation to Internet services may be affected by instability in various aspects, due to force majeure, computer viruses, hacker attacks, system instability, user location, user shutdown, and any other network, technology, communications If the service caused by the line or other causes is interrupted or fails to meet the user's requirements, the user must understand and assume the above risks. Therefore, the user cannot use the software, and Worldtv and its partners do not assume any responsibility.

• The user is solely responsible for the risks of using the contents of the “Software.” Any third-party content played by using the software is provided or produced by others. You may obtain information and services from the third-party content. Worldtv Its authenticity, legitimacy, and applicability are not responsible and no legal liability is assumed.

• If you believe that the third-party content being played infringes your rights, Worldtv declares that it is irrelevant and does not assume any responsibility. Worldtv recommends that you contact the third party or legal department for legal protection; if you need more information about Worldtv's player services, please refer to Worldtv's instructions for players.

• Worldtv and its partners assume no responsibility for any financial loss incurred by the third party due to telecommunication line failures, technical issues, network, computer failures, system instability, and other force majeure issues.

• Due to technical failures and other irresistible incidents affecting the normal operation of the service, Worldtv and its partners promise to cooperate with the relevant units in the first time and deal with them in a timely manner. However, the economic losses suffered by users, Worldtv and cooperating units are not Take responsibility.

• Special tips for young users

Adolescent users must abide by the National Youth Network Civilization Convention. Young netizens should pay attention to the following matters when participating in online activities, correctly learn to use the Internet, and strengthen self-protection:

• Adolescent netizens should pay attention to distinguish between the network and reality, and avoid indulging in the Internet and affecting the daily learning life.

• When personal information is filled in by netizens, personal protection awareness should be strengthened to prevent the harmful elements from harassing personal life.

• Adolescents under the age of 18 should access the Internet under guardian supervision and supervision. Young users should be good at online learning, not browsing bad information, be honest and friendly, and not insult others.

• Teen netizens should strengthen their self-protection and avoid strangers from meeting or participating in social activities so as not to be used by criminals and endangering themselves.

• Worldtv solemnly reminds users to correctly understand the online world, attaches importance to the security of participating in network activities, strengthens prevention, and ensures safety.

• other conditions

• The invalidity of any or all of the provisions of this agreement shall not affect the validity of the other terms.

This software is owned by Worldtv, and Worldtv reserves all rights to interpret and modify this Agreement.