



# J.Hook's Box Terms of Service

This is a golden universal musical site to promote the power of music within the ever growing digital space to connect the mind body and soul instantaneously to the lyrics, visuals and musical vibrations that lay in the palm of your hand. The golden purpose here is to serve the purpose of creating gold a fresh golden look from infinite golden feel of the music. There is no personal information stored on this site and J.Hooks Box is not responsible for anyone fraudulently exposing their identity in any fashion. The purpose of this sight for people to come within J.Hook's Box to be a self serving safe haven of universal musical and visual pleasure.

The J.Hook Box software was inspired by a trip to the desert and riding a musical journey across the united states in a R.V. playing disc golf and finding this hoob box idea upon hitting a hole in one aka "Ace" on a deserted course. The true gold was found in the magic of the music and the timing determined that the music is the magical ingredient that when the correct hocus focus can be applied with it.

Welcome to J.Hook's Box<sup>SM</sup>, a website owned and operated by One Solutions Corp. ("we," "our," or "us") By accepting these Terms of Service ("Terms"), you create a binding contract with us that governs your use of J.Hook's Box, a mobile-based application that allows you to synchronize animated GIFs from Giphy to music from YouTube (the "Service") to created GIF music videos ("GIF Animations") strictly for your personal, non-commercial use. If you do not agree to these Terms close your browser window now. If you accept these Terms and use the Service, you are representing to us that you are at least 13 years old. If you are under 13, you cannot use the Service. with the authority to enter into this contract and be bound by its provisions.

**THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS ONLY (SO THAT CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS SITE UNLESS YOU: (A) AGREE TO THESE TERMS IN THEIR ENTIRETY; (B) ARE AT LEAST 13 YEARS OLD AND ARE NOT A RESIDENT OF OR LOCATED IN THE EUROPEAN ECONOMIC AREA OR ANY OTHER COUNTRY SUBJECT TO GDPR; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF THIS SITE'S CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.**

1. **Your Account.** You will need to sign up for an account in order to use the Service. You must provide accurate information about yourself when you sign up and you cannot (a) impersonate any other person or company by using their name or email address, (b) use an offensive name or email address, or (c) use a name or email address that you do not have authorization to use. We can require you to change your username or use another email address. You are responsible for all activity that occurs through your account so be sure to keep your login and password confidential. We can terminate or suspend your

account with or without notice at any time and you may lose all of the information associated with your account, including GIF Animations you created in the Service.

2. **Subscription Fees and Payment.** **J.Hook Box** is not a subscription based service. You pay any fees for the Hooks you decide to purchase at the time you purchase the Hooks. Fees are subject to change at any time. Additionally, to the extent that we offer a promotion in connection with any particular item, the terms of such offer shall be set out in the Site and those terms shall govern the promotion in the event of a conflict with other provisions in the App. You will be responsible for the fees stated at the time of your transaction, as well as any sales, use, excise, and related taxes. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., Square). We may, in our discretion, suspend or terminate your account for non-payment.
3. **Use Rights.** We grant you a limited, nonexclusive, nontransferable, revocable license to use the Service for your personal, noncommercial purposes. You will be able to share the Youtube/GIF production that you create with other Service users through the Service's community sharing features. We can edit, block or take down any Youtube/GIF production that you create. Only you can use the Service through your account and you cannot let others use the Service through your account. Please keep your login and password confidential. By using the Service, you agree that we can use data about you to show you ads that we think will be relevant to you.
4. **Use Restrictions.** You will not, and you will not permit anyone else to: (a) copy, reverse-engineer, sublicense, transfer, distribute, modify, translate, or publicly display the Service or any GIF animation you create with the Service; (b) allow any unauthorized access or use of the Service; or (c) use the Service in violation of any applicable law, including creating any inappropriate content or violating anyone else's patent, trademark, copyright, trade secret, or rights of privacy and publicity. We will suspend or terminate your right to use the Service if you violate any material provision of the Terms.
5. **Your Youtube/GIF production.** The Service allows you to create GIF animations that are synchronized to music you find on YouTube. You grant us a nonexclusive, worldwide, perpetual, royalty-free, fully paid, transferable, sub licensable right to use, modify, reproduce, distribute, create derivative works from, display, perform and otherwise exploit your Youtube/GIF productions as part of the Service and to promote the Service. If you use the community sharing features in the Service, you will be able to share your Youtube/GIF Productions with other Service users.
6. **Inappropriate Content.** When using the Service you agree not to create, display, perform, transmit or otherwise distribute any GIF animation or other content that: (a) is libelous, defamatory, obscene, pornographic, abusive or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for products or services. We can edit, block or take down any GIF animation that you create. We will cooperate fully with any law enforcement officials or agencies investigating violations of the Terms or of any applicable laws.
7. **DMCA Notice.** If you believe that any content in the Service infringes your copyright, you may ask us to remove that content by providing notice to us in accordance with the take down notice provisions of the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(3)(A). Notice should be sent to our designated copyright agent: Copyright Agent, One Solutions Corp., [onesolutionscorp@gmail.com](mailto:onesolutionscorp@gmail.com).

8. **Disclaimer.** We make no representations or warranties about the content you may access or may be exposed to within the Service. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WE DO NOT MAKE ANY REPRESENTATIONS OR PROVIDE ANY WARRANTIES FOR THE SERVICE, INCLUDING IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.
9. **Limitation of Liability.** WE AND OUR AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST DATA OR USE, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SERVICE UNDER ANY THEORY OF LAW, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL OUR TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED \$100.
10. **Indemnification.** You agree to indemnify and hold us and our agents, contractors, employees, and owners harmless from and against any liabilities, claims, disputes, demands, damages, losses, fines, judgments and costs (including reasonable attorneys' fees that we incur) arising out of your use of the Service, or breach of the Terms, or our reliance on information that you furnish to us or input into the Service. We reserve the right to exclusively defend and/or settle any such claims against us, and you agree to reasonably cooperate as we request in the defense of any indemnified claims. We will promptly provide you with notice of any claim for which we seek indemnification.
11. **Suspension and Termination.** You may terminate the Terms and cancel your account by sending email notice to us. We may suspend or terminate your account with or without notice to you.
12. **Remedies.** Our remedies are cumulative. You acknowledge that we will be entitled to injunctive relief in addition to any and all other remedies at law that we have under these Terms. You agree to reimburse us for expenses we incur in enforcing the Terms, including reasonable attorneys' fees, arbitration costs and court costs, if any.
13. **Governing Law and Arbitration.** The Terms shall be construed and governed under the substantive laws of the State of Illinois, without effect of conflict of laws provisions. Except for our right to seek injunctive relief to preserve the status quo or prevent irreparable harm, any other controversy or claim arising out of or relating to the Terms that cannot be amicably resolved by the parties within 30 days of written notice shall be submitted to binding arbitration administered by ADR Systems before a single arbitrator in DuPage County, Illinois. The arbitration shall be heard and decided no later than 3 months after the notice of arbitration is filed with ADR Systems. The arbitrator shall hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or in part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrators deem appropriate. No witness or party may be required to waive any privilege recognized under Illinois law. The hearing shall not last longer than 2 days unless all parties agree otherwise, with time to be divided equally between you and us. For good cause shown, the arbitrator may permit each side to serve no more than 15 document requests (including subparts) and 10 interrogatories (including subparts) on the opposing parties. For good cause shown, the arbitrator may permit each side to subpoena no more than 2 third-party witnesses for testimonial depositions if the witnesses cannot be compelled to attend the arbitration and no more than 2 current employees of each opposing party for testimonial depositions if the witnesses cannot be compelled to attend the arbitration.

All discovery is otherwise governed by the Federal Rules of Civil Procedure and the precedents applicable to cases brought in the United States District Court for the Northern District of Illinois, Eastern Division. No other discovery shall be permitted except by written Terms of all parties. The parties and the arbitrator shall treat all aspects of the arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs, and the award, as strictly confidential and not subject to disclosure to any third party or entity, other than to the parties, the arbitrator, and the ADR Systems. The arbitrator must give full effect to the applicable law and to all terms of the Terms, and are specifically divested of any power to render decisions in derogation of applicable law and the Terms. The arbitrator will issue written findings of fact and conclusions of law, the arbitrator's decision will be binding and conclusive upon all parties involved. Judgment upon any decision of the arbitrator may be entered in the highest court of any forum, federal or state, having jurisdiction.

14. **Amendment.** If we make a material amendment to the Terms, it will be posted here and your continued use of the Service will indicate that you accept and agree to the amendments.
15. **General Information.** If any provision in the Terms is determined to be invalid or unenforceable by an arbitrator, Illinois court or by operation of law, we agree that provision will be deemed severable from the Terms and it will not affect the validity of any remaining provisions. If either party fails to require the other to perform any provision of the Terms, it will in no way affect the respective rights of either party to enforce a previously waived provision and a waiver of any breach shall not be construed as a waiver of any succeeding breach or as a waiver or modification of the provision itself. All notices required or permitted under the Terms shall be sufficient if sent by email, at the email address you provided in your account registration, and to us at onesolutionscorp@gmail.com. **You cannot assign** this agreement or your account to anyone else. The following Sections survive the termination of this agreement: 4, 7-12 and 14.

## **J.Hook's Box Service Value**

The feature value of this site is the software integrated within the site and that is the U.Hoob software. Access to front stage to display your playlists and your backstage to comprise your playlists.

The value in the u.hoob software that our service allows you to do is select youtube videos from the youtube api service and add visual gifs in timing sequence to produce a visual gif arrangement that plays along extremely golden with the youtube audio playing in the background. U.hoob is not just a learning experience of the music you enjoy but also was inspired of producing gold from gold with how all this old music that has been sampled endlessly because of their beats and all is dandy for the rhythm nation but the messages in the lyrics have been lost and the abstract art of the music can be reborn through U.Hoob by making videos based on the music and the messages. Every song is subject to ones own u.hoob interpretation, give all u.hoob due respect to the music you cherish and the magical will expose it self in your finished work. The U.Hoob framework gives you the tool you need to get the golden magic and produce gold from gold and become golden all in the same login. Golden Miracles daily is the goldly gold within U.HooB. This site is heavily promotional for the beginning phase, the videos are simple to make and the time invested is well worth building your golden playlists with u.hoob. Because your stage is part of the center stage u.hoob community where you can share your playlists with the community to enjoy and comment on.

## **J.Hook's Box Service Promo & Costs**

Hooks Hoob has a tightly integrated promotion component for all the planned incentives to motivate the golden production. Costs and Revenue will determine how much promotional incentives Hooks Hoob can provide.

The basic overall pay structure is simple when purchasing the service and receiving credits that were paid for and not given through promotional means. all of this is tracked and recorded through the Hooks Hoob framework.

Upon purchasing any Golden Hook Coins an email notification will be sent with a receipt of purchase for the amount paid to the email address of the user, the user can also override this email address to send the email receipt to a different address.

## **Youtube API Terms of Service Agreement**

Hooks Hoob is dependent on Youtube to provide you the audio selection for your audio visual exercise and lives up to the agreements.

### **Youtube api services terms of service**

<https://developers.google.com/youtube/terms/api-services-terms-of-service>

### **Youtube Terms of Service**

<https://www.youtube.com/t/terms>

### **Google Privacy Policy**

<https://www.google.com/policies/privacy>

## **Giphy API Privacy agreement**

Hooks Hoob is dependent on Youtube to provide you the audio selection for your audio visual exercise and lives up to the agreement.

### **Giphy API Terms of Service**

<https://support.giphy.com/hc/en-us/articles/360028134111-GIPHY-API-Terms-of-Service->

## **Giphy User Terms of Service**

<https://support.giphy.com/hc/en-us/articles/360020027752-GIPHY-User-Terms-of-Service>

## **Changes to this Statement**

J.Hook's Box reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our site, and/or by updating any privacy information on this page. Your continued use of the site and/or Services available through this site after such modifications will constitute your (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and bound by that Policy.

## **Contact Information**

J.Hook's Box welcomes your questions or comments regarding this Terms of Service agreement. If you believe that J.Hook's Box has not adhered to this statement, please contact J.Hook's Box immediately at:

onesolutionscorp@gmail.com

***Effective as of November 16th, 2021***