

INH TERMS AND CONDITIONS

Welcome to I Need A Hook®, by purchasing digital goods from I Need A Hook® you are agreeing to these terms and entering into a contract with I Need A Hook®. All opinions expressed on our website and in our music may or may not represent the opinions of I Need A Hook®.

DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:-

"Digital Goods" means any intangible digital product or service sold and delivered by "I Need A Hook®" in the form of a media files or recurring subscription payment.

"Store" means any web based service operated by "I Need A Hook®" for the purposes of marketing and retailing digital goods.

"Customer" means **you** the person purchasing "Digital Goods" from "I Need A Hook®"

"Author" means the person that has the Intellectual Property rights or rights to sell the "Digital Goods" via the "Store"

Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

CONDITIONS OF SALE

INTRODUCTION

These Conditions of Sale govern the sale of "Digital Goods" by "I Need A Hook®" to the "Customer".

1. THE CONTRACT

When you purchase "Digital Goods" from "I Need A Hook®" via any of our "Store" venues you will be required to click the "I Agree" tick box to complete the order. By clicking the "I Agree" tick box you are accepting these terms and conditions of sale. The contract for the purchase of any "Digital Goods" will be between the "Customer" and "I Need A Hook®" and will only be formed when "I Need A Hook®" make the "Digital Goods" available for download or provide access to a subscription service, and we have received payment in full for the "Digital Goods". Until we make the "Digital Goods" available for download or provide access to a subscription service and receive payment in full there is no contract between the "Customer" and "I Need A Hook®" for the "Digital Goods". "I Need A Hook®" reserves the right, at our sole discretion to reject any order we receive. By placing an order with "I Need A Hook®" you agree you are:-

- legally capable of entering into binding contracts
- at least 18 years old or are aged 16-18 and have read these terms of sale together with your parent and/or guardian who has explained these conditions of sale to you so that you fully understand them

2. CANCELLATION AND REFUNDS

By purchasing "Digital Goods" from "I Need A Hook®", who are based in the United States, the "Customer" is also bound by United States Consumer Contracts Regulations. By downloading any "Digital Goods" from "I Need A Hook®" the "Customer" is waiving their rights to a cooling-off period.

All sales of "Digital Goods" are final. Refunds for any "Digital Goods" sold by "I Need A Hook®" will only be considered for a refund if any of the following conditions apply:-

- The "Digital Goods" were incorrectly described on the "Store"
- The "Digital Goods" are proven to be defective

Any defective "Digital Goods" will be fixed and redelivered to "Customer". All refunds will only be issued to the transaction ID related to the sale of the "Digital Goods".

3. PRICE AND PAYMENT

The price of any "Digital Goods" will be as quoted on the "Store" at the then current time, except in the case of obvious error. This price will not include legally applicable taxes. The "Customer" agrees they may have to provide their country of residence during the order process for the purposes of calculating the correct amount of taxation to apply to the order. We will not accept any offers for "Digital Goods" other than at the then current price. Payment for all "Digital Goods" is processed securely by various third party payment gateway services and will be handled in the currency advertised on the "Store".

4. DELIVERY

"Digital Goods" are delivered to the "Customer" by a choice of methods:-

- via download to the "Customer"'s personal desktop computer
- via download to the "Customer"'s personal mobile device,
- via email to the "Customer"'s registered email address for Trackout Leases

You hereby agree to download "Digital Goods" for use only described by the terms in your leasing option selection. Any breaches of these terms will be

pursued to the full extent of the law. In all of our leasing options, "I Need A Hook®" retains the rights to all sound recordings, lyrics, arrangement(s), .WAV Files, .MP3 Files, etc. as it pertains to the "Digital Goods" purchased. If you have questions, please email ineedahooknow@gmail.com.

5. CUSTOMER REQUIREMENTS

In order for the "Customer" to access the "Digital Goods" the "Customer" is required to have:-

- an internet connection
- a personal desktop computer or mobile device capable of opening the "Digital Goods"

6. EMAIL COMMUNICATIONS

In the process of purchasing "Digital Goods" from "I Need A Hook®" the "Customer" email address will be subscribed to the "I Need A Hook®" general email list. "I Need A Hook®" also passes on the "Customer" email address to its "Author"'s own email lists if they have asked "I Need A Hook®" to do this on their behalf. Both subscriptions are opt-in meaning the "Customer" will receive an opt-in email after the sale asking then to opt-in to receive future promotional emails. "I Need A Hook®" also use the "Customer" email address to issue a one time 'Order Receipt' email to upon receipt of a successful order.

GENERAL TERMS

FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

SEVERANCE

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.

GOVERNING LAW AND JURISDICTION

These terms shall be governed by and construed in accordance with the law of the United States of America and the parties hereby submit to the exclusive jurisdiction of the US Courts.

PRIVACY POLICY

To protect your privacy we will not distribute any of your details to third parties other than as already described in section 6 of the Conditions of Sale, unless required to do so by law. "I Need A Hook®" is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using the "Store", then you can be assured that it will only be used in accordance with this privacy statement. "I Need A Hook®" may change this policy by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

WHAT WE COLLECT AND HOW WE USE THE DATA

We will collect the following information when you purchase "Digital Goods" from the "Store":-

- Your full name, we use this to identify you in Order Receipt emails
- Your email address, we use this to communicate to the "Customer".
- Your country of residence, we need this to accurately determine what taxation to apply to your order.
- Your address if required to do so for taxation purposes
- Your IP address, this is required for taxation purposes to help establish your country of residence.
- Your computer or mobile devices OS and Browser, we use this information to better serve content to Customers.

SECURITY

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect and deliver online.