

HHMega Privacy Policy

These Terms of Service apply to your access or use of our websites (including if you are using our website to sign up with us as a Content Provider or other service provider), mobile applications, and any product or platform we offer or through which we provide services (collectively, “Services”), all as set out in the terms and conditions below.

The Services are owned and operated by HHMega Corp. and/or its affiliated companies and subsidiaries (referred to collectively as “HHMega”, “we” “us” or “our”).

Please read these terms and conditions before using our websites and Services.

1. Consent & Eligibility

By using the Services or any part of or content included in or made available through the Services, you agree to the terms and conditions set out in these Terms of Service and HHMega’s Privacy Policy – incorporated herein by reference and found at [\[link privacy policy\]/privacy-policy](#).

HHMega uses YouTube APIs, and by using YouTube Content within HHMega’s Sites and Services you are agreeing to be bound to YouTube’s Terms of Service, which can be found at [Terms of Service \(youtube.com\)](#) and Google’s Privacy Policy, which can be found at [Privacy Policy – Privacy & Terms – Google](#) Third-party social networking services, such as Google and YouTube, may update their Terms of Service and Privacy Policies at any time, and HHMega is not responsible for ensuring you review these changes. We recommend that you review YouTube’s Terms of Service and Google’s Privacy Policy regularly.

If you do not agree to any of the terms or conditions in these Terms of Service or the Privacy Policy, please do not use the Sites or Services. By using the Services, you affirm that you are either of the age of legal majority or an emancipated minor. If you are a minor aged between 13 and the legal adult age, you may only use the Services under the supervision of a parent or guardian who agrees to be bound by these Terms of Service. The Services are not intended for users under the age of 13. If you are under 13, do not use these Services.

2. Third-Party Content

HHMega's Services may display some content (including without limitation ads) that is owned by third parties. This content is solely the responsibility of the third party that makes it available. HHMega is not responsible for the content of any other website, whether or not it is linked from or to this site. You agree that HHMega shall not be liable for any such third-party websites or content.

No endorsement of any third-party products or services is expressed or implied by any information, material or content referred to or included on or linked from the Services.

3. Trademarks

The trademarks, trade names, service marks, logos, and images displayed on or through the Services, including "HHMega" and "HHMEGA", are owned or licensed by HHMega.

4. Copyrights

The Services, and all content included in the Services, including without limitation, the content on this website, and all design, text, graphics, content, video, and/or audio related thereto, are the property of HHMega, and/or (where applicable) third-party licensors and are protected under the copyright laws of the United States and other countries. None of the content found on the Services may be reproduced, republished, distributed, displayed, sold, transferred, or modified without the express written permission of HHMega.

Specifically, regarding music content:

- **Music:** All music tracks available through the Services are either owned by HHMega or licensed from third-party rights holders. Any use of music tracks must comply with the terms set by the rights holders and HHMega.
- **Music Licenses:** If you wish to use any music track for purposes beyond personal use, you must obtain the appropriate music licenses. This includes mechanical licenses, performance licenses, and digital licenses.
- **Synchronization License:** If you intend to use music in audiovisual projects such as films, videos, or advertisements, you must obtain a synchronization license. This license allows you to sync the music with visual content.

- Music Samples: The use of music samples within the Services is subject to the approval of the original rights holders. Unauthorized use of music samples is strictly prohibited and may result in legal action.

5. Permitted Use

All Services and all content which forms part of the Services are the property of or licensed to HHMega. You are authorized to access the content for your personal, non-commercial use only, provided that any copy of this material retains all copyright, disclaimer or other proprietary notices on it. Any other copying, use or reverse engineering of the content or materials made available through the Services is prohibited without the express written permission of HHMega.

You may not make any commercial use of the Services or any content on the Services without getting prior written permission from HHMega.

Nothing in these Terms of Service shall operate to grant any other right or license to any intellectual property of HHMega or any third party.

You are prohibited from contributing, posting or transmitting to the Services any infringing, unlawful, threatening, or pornographic content.

By using the Services, you agree to comply with all applicable laws, rules and regulations. In its sole discretion, in addition to any other rights or remedies available to HHMega, and without any liability whatsoever, HHMega may terminate or restrict your access to any of the Services. HHMega reserves the right to modify or to terminate any of its Services at any time.

6. User Name and Password

You may need to create an account or profile accessed by a user name and password in order to use some of our Services. For security reasons, you must keep your user name and password confidential and not disclose them to any person or permit any other person to use them, except an authorized HHMega representative. You should change your password on a regular basis, and you must log out at the end of each session.

You must immediately notify HHMega of any suspected or actual unauthorized use of your user name or password.

7. Privacy

The Privacy Policy found at [\[link Privacy Policy\]/privacy](#) describes how HHMega collects and uses your data and protects your privacy. By using the Services, you agree to the terms and conditions of the Privacy Policy.

8. Your Content and Feedback

Certain of the Services may allow you to submit content (including without limitation graphics, artwork, written works and software). By submitting such content to us through the Services or through email or methods of delivery, you grant HHMega a non-exclusive, royalty-free, perpetual, worldwide, sublicensable license right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media, for commercial or non-commercial purposes.

If you submit to us feedback or suggestions on our Services or other parts of HHMega's business, you agree to grant HHMega a non-exclusive, worldwide, perpetual, irrevocable, transferrable, sub-licensable, royalty-free, fully-paid-up license to use such feedback or suggestions for any purpose without any compensation or obligation to you.

9. Tipping Features of Platforms

In all circumstances where the content distribution service or platform on which any of your content is distributed (a "Platform") has a feature that enables you to receive voluntary payments from end users, including those where end users may obtain access to certain benefits on such Platform in exchange for such payment(s) (such a feature referred herein as a "Tipping Feature"; and a Platform having a Tipping Feature referred herein as a "Tipping Platform"), and you enable, or authorize HHMega to enable on your behalf, a Tipping Feature, you acknowledge and understand that you are making an offer to end users, and that when an end user makes a payment to you (collectively, "Tips"), it signifies such end user's acceptance of this offer and the formation of an agreement between you and the end user. Accordingly, as between HHMega and you, you are solely responsible to such end user for any and all legal obligations that arise from such agreement, including fulfilling any offers or promises made to the end user in connection therewith.

As an essential condition of HHMega facilitating a Tipping Feature on a Tipping Platform for you as a Service, you acknowledge and agree: (a) to promptly take all such action as may be required by HHMega or the applicable Tipping Platform to permit the Tipping Feature to be enabled, including having a valid payment account as HHMega or the applicable Tipping Platform may require from time to time; (b) to comply with any and all policies, procedures, or end-user agreements of all applicable Tipping Platforms, including without limitation, such Platforms' Terms of Use and Privacy Policies (collectively, the "Content Guidelines") or other legal agreement applicable to your payment account with the relevant Tipping Platform; (c) that HHMega will only facilitate a payment of your Tips subject to the following: (i) you are a Content Provider who has entered into a fully executed Content Provider agreement with HHMega ("Content Provider Agreement"); (ii) your earned balance of Tips owing to you for a given calendar month is twenty dollars (US\$20.00) or more; (d) if your earned balance of Tips owing to you is less than twenty dollars (US\$20.00) but greater than One Dollar (US\$1.00), HHMega will pay your earned balance within approximately 45 days following the end of the calendar year, or the end of the calendar month in which your earned balance exceeds twenty dollars (US\$20.00), whichever comes first; (e) that in the event that your Content Provider Agreement is terminated, HHMega shall pay to you your earned balance of Tips owing to you within approximately 90 days after the end of the calendar month in which HHMega recognizes that such agreement has been terminated, but in no event shall HHMega make payments for any earned balance less than Ten Dollars (US\$10.00); (f) that you are responsible for determining if any Tips are subject to transaction or indirect taxes (including, for example, VAT), and for remitting such taxes to the appropriate taxing authority; and (g) not to use any Tipping Feature to solicit.

[Last Modified on: July 10, 2024]