

TERMS OF USE

Last Updated: May 15, 2019

Welcome to Happ'd! Please read these terms of use ("Terms of Use") carefully. They apply to your use of: (1) Our proprietary mobile application, including all enhancements, versions, and modifications to the foregoing ("App"); (2) our website, located at <https://www.Happ'd.com> (the "Website"); and (3) the related features and services provided by Happ'd through the App, Our Website or other websites or mobile applications powered by or supported by Happ'd (the "Services"). When we use the phrase "Happ'd Properties," we mean the App, the Website, and the Services, and the information and content available on any of the foregoing.

By downloading the App or using Our Services, you represent that (1) you have read, understand, and agree to be bound by the Terms of Use with Happ'd, LLC ("Happ'd," "We," "Us," or "Our"); (2) you are of legal age to form a binding contract with Happ'd; and (3) you have the authority to enter into the Terms of Use personally or on behalf of the entity you have named as the user. The terms "You" or "Your" refers to the individual or legal entity, as applicable, identified as the user when You registered with Us. If You do not agree to be bound by the Terms of Use, You may not access or use the Services.

PLEASE NOTE THAT SECTION 15.7 OF THESE TERMS OF USE INCLUDES A CLASS ACTION WAIVER AND REQUIRES BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS, EXCEPT WHERE PROHIBITED BY LAW. PLEASE READ THIS SECTION CAREFULLY.

PLEASE ALSO NOTE THAT SECTIONS 10, 11 AND 15.2 OF THESE TERMS OF USE CONTAIN IMPORTANT LIMITATIONS ON AND EXCLUSIONS OF OUR LIABILITY TO YOU.

In addition, Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms"). The applicable Supplemental Terms will either be listed in the Terms of Use available on the Website and within the App, will be listed on the applicable partner website or mobile application powered by Happ'd or otherwise offering access to the Services, and/or will be presented to You for Your review and acceptance when You sign up to use the Services. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall govern with respect to such Services. You can always find all current Supplemental Terms listed here. The Supplemental Terms are hereby expressly incorporated by reference and the Terms of Use and any applicable Supplemental Terms are collectively referred to herein as the "Terms."

Happ'd knows that Your privacy is important. For this reason, We have created a Privacy Policy that describes Our collection, use, and disclosure practices regarding any personal information that You provide to Us.

PLEASE NOTE THAT the Terms are subject to change by Happ'd in its sole discretion at any time. When changes are made, Happ'd will make the new Terms of Use available on the Website and within the App. Also, any new Supplemental Terms will be made available on the Website, within the App, and/or through the affected Services or the applicable partner website or mobile application. We will also update the "Last Updated" date at the top of the Terms of Use. If We make any material changes, and You have registered with Us to create an Account (as defined in the Registration section below), We may, but are not obligated to, also send an e-mail to You at the last e-mail address You provided to Us pursuant to the Terms. Any changes to the Terms will be effective immediately for new users of the Happ'd Properties and will be effective a reasonable amount of time after posting notice of such changes for existing Users. Happ'd may require You to provide consent to the updated Terms in a specified manner before further use of the Happ'd Properties is permitted. If You do not agree to any change(s) after receiving a notice of such change(s), You shall stop using the Happ'd Properties. Otherwise, Your continued use of the Happ'd Properties constitutes Your acceptance of such change(s). PLEASE REGULARLY CHECK THE HAPP'D PROPERTIES TO VIEW THE THEN-CURRENT TERMS.

1. USING OUR APP AND SERVICES

1.1 Overview. The Happ'd Properties are designed to enable You to learn about happy hour and other events ("Events") and other special deals at various third-party business locations and venues near You and to purchase certain of these deals through the Happ'd Properties in advance of visiting such a business location or venue ("Happ'd Deals"). From time-to-time, the Happ'd Properties may also enable You to purchase merchandise ("Merchandise"). Any purchase of Happ'd Deals or Merchandise will be made pursuant to Our Purchase Terms, which constitute Supplemental Terms to these Terms of Use. We do not provide, host, or operate any Events and, as detailed in Our Purchase Terms, are not responsible for any Events. We merely provide a platform for purchasing Happ'd Deals and Merchandise.

1.2 App License. Subject to Your compliance with the Terms, Happ'd grants You a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to download, install, and use a copy of the App on a mobile device or computer that You own or control and to run the copy of the App solely for Your own personal purposes. We reserve the right, in our sole discretion, to require You to update or upgrade the version of Your App at any time in order to continue using Our Services.

1.3 Protection of the Services and Happ'd Properties. The Happ'd Properties are protected by copyright laws throughout the world. Subject to the Terms, Happ'd grants You a limited license to reproduce portions of the Happ'd Properties for the sole purpose of using the Services for Your personal purposes.

Unless otherwise specified by Happ'd in a separate written license, Your right to use any Happ'd Properties is subject to the Terms and is limited to personal, non-commercial purposes only.

1.4 SMS Messages. Our Services may include communication by text message and, by signing up for Our Services, You expressly consent to receiving text messages from Us and other communications with You via Your mobile device. We do not charge for these messages. However, Your carrier's standard messaging, data, and other rates and fees still apply to any messages You send, Our confirmations, and all subsequent SMS correspondence and/or transmissions. All charges are billed by and payable to Your mobile service provider. At any time, in response to a text message from Us, You may text STOP to cancel or HELP for customer support information – You will continue receiving Service-related messages via e-mail and/or the App. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from Your mobile service operator.

1.5 Media Uploads. Certain features of the Services may require access to and use of Your mobile device's contacts, and media storage applications (such as using a photo in Your image gallery). Although You may decide whether or not to use these features, on Android devices You grant Us permission to access these components as part of the installation process. If You later decide to revoke this permission, You can do so by following the standard uninstall process and removing the Application from Your device. Alternatively, on iOS devices, You can grant or revoke Your consent at any time and prevent Us from continuing to access these components by changing the settings on Your device. By granting Happ'd access to Your mobile device's contacts, You understand that Happ'd may access and store such information so that it is available to You on the Happ'd Properties through Your Account, even when You are accessing the Services from a different device, subject to these Terms and the Happ'd Privacy Policy. You hereby authorize Happ'd access to such components of Your mobile device by downloading, installing and using the App on an Android device or by downloading, installing and granting the App such use consent on an iOS device.

1.6 Location-Based Information. When You use Our Services on a mobile device, We may also collect location information from the GPS functionality on Your device. You hereby authorize the Services to access this data. You can grant or revoke Your consent at any time and prevent Us from continuing to access Your GPS information by changing the settings on Your device, although certain features of Our Services may be limited as a result.

1.7 Open-Source Software. Certain software code incorporated into the Happ'd Properties and/or distributed with the App may be licensed by third-parties under various "open-source" or "public-source" software licenses (such as the GNU General Public License, the GNU Lesser General Public License, the Apache License, the Berkeley Software Distribution License, and the Sun Public License) (collectively, the "Open-Source Software"). Notwithstanding anything to the contrary in these Terms of Use, the Open-Source Software is not licensed under Section 1.2 and instead is separately licensed pursuant to the terms and conditions of their respective Open-Source Software licenses. You agree to comply with the terms

and conditions of such Open-Source Software license agreements. Attributions and notices for Open-Source Software used in connection with the Happ'd Properties can be found here.

1.8 Updates. You understand that the Happ'd Properties are evolving. As a result, Happ'd may require You to accept updates to the Happ'd Properties that You have installed on Your computer or mobile device. You acknowledge and agree that Happ'd may update the Happ'd Properties with or without notifying You. You may need to update third-party software from time to time in order to use the Happ'd Properties. Happ'd shall have no responsibility or liability for or in connection with you updating, or your inability to update, such third-party software.

1.9 Certain Restrictions. The rights granted to You in the Terms are subject to the following restrictions: (1) You shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host, or otherwise commercially exploit the Happ'd Properties or any portion of the Happ'd Properties; (2) You shall not frame or utilize framing techniques to enclose any trademark, logo, or other Happ'd Properties (including images, text, page layout or form) of Happ'd; (3) You shall not use any metatags or other "hidden text" using Happ'd's name or trademarks; (4) You shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of the Happ'd Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (5) You shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in or on the Happ'd Properties (except that We grant the operators of public search engines revocable permission to use customary robots/spiders to copy materials from the Services solely to the extent necessary for creating publicly available searchable indices of the materials in compliance with the Website's robots.txt file, but not caches or archives of such materials); (6) You shall not access the Happ'd Properties in order to build a similar or competitive website, application, or services; (7) except as expressly stated herein, no part of the Happ'd Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; and (8) You shall not remove or destroy any copyright or trademark or service mark notices or other proprietary markings contained on or in the Happ'd Properties. Any future release, update, or other addition to the Happ'd Properties shall be subject to the Terms. Happ'd and its suppliers and service providers reserve all rights not explicitly granted in the Terms. If You engage in any unauthorized use of the Happ'd Properties, Happ'd, in its sole discretion, may terminate Your Account (as defined in the Registration section below).

1.10 Third-Party Materials. As a part of the Happ'd Properties, You may have access to materials that are hosted by another party. You agree that it is impossible for Happ'd to monitor such materials and that You access these materials at Your own risk.

2. REGISTRATION

2.1 Registering Your Account. In order to access certain features of the Happ'd Properties, You may be required to become a Registered User. For purposes of the Terms, a "Registered User" is a User who has registered an account with Happ'd ("Account") or has a valid account on a social networking service ("SNS") or other partner service provider allowing for account linking and/or authentication through which he or she connects to the Services and becomes a Registered User (each such account, a "Third-Party Account").

2.2 Access Through a SNS or Other Third-Party Account. When You access the Services through a Third-Party Account (including but not limited to an SNS), You will link Your Account with Third-Party Accounts by allowing Happ'd to access Your Third-Party Account as is permitted under the applicable terms and conditions that govern Your use of each Third-Party Account. You represent that You are entitled to grant Happ'd access to Your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by You of any of the terms and conditions that govern Your use of the applicable Third-Party Account and without obligating Happ'd to pay any fees or making Happ'd subject to any usage limitations imposed by such third-party service providers. By granting Happ'd access to any Third-Party Accounts, You understand that Happ'd may access, make available, and store (if applicable) any Content that You have provided to and stored in Your Third-Party Account ("SNS Content") so that it is available on the Happ'd Properties through Your Account. Depending on the Third-Party Accounts You choose, and subject to the privacy settings that You have set in such Third-Party Accounts, personal information that You post to Your Third-Party Accounts may be available on and through Your Account on the Happ'd Properties. Please note that if a Third-Party Account or associated service becomes unavailable or Happ'd's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Happ'd Properties. You have the ability to disable the connection between Your Account and Your Third-Party Accounts at any time by accessing the "Settings" section of the Services. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. HAPP'D DISCLAIMS ANY LIABILITY FOR PERSONAL INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Happ'd makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Happ'd is not responsible for any SNS Content. Please refer to the Privacy Policy for a further description of how Personal Information is used when You access the Services through a Third-Party Account.

2.3 Registration Data. In registering for the Services, You agree to (1) provide true, accurate, current, and complete information about Yourself as prompted by the Services registration form (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You represent that You are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the Happ'd Properties under the laws of the United States, Your place of residence, or any other applicable jurisdiction. You are responsible for all activities that occur under Your Account. You agree that You shall monitor Your Account to restrict use by minors, and You will accept full responsibility for any unauthorized use of the Happ'd Properties by minors. You

may not share Your Account or password with anyone, and You agree to (1) notify Happ'd immediately of any unauthorized use of Your password or any other breach of security; and (2) exit from Your Account at the end of each session. If You provide any information that is untrue, inaccurate, not current, or incomplete, or Happ'd has reasonable grounds to suspect that information You provide is untrue, inaccurate, not current, or incomplete, Happ'd has the right to suspend or terminate Your Account and refuse any and all current or future use of the Happ'd Properties. You agree not to create an Account using a false identity or information, or on behalf of someone other than Yourself. You agree that You shall not have more than one Account at any given time. Happ'd reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third-party that a username violates the third-party's rights. You agree not to create an Account or use the Happ'd Properties if You have been previously removed by Happ'd, or if You have been previously banned from any of the Happ'd Properties.

2.4 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Happ'd Properties, including but not limited to, a mobile device that is suitable to connect with and use the Happ'd Properties. You are solely responsible for any fees, including Internet connection or mobile fees, that You incur when accessing the Happ'd Properties.

3. RESPONSIBILITY FOR CONTENT

3.1 Types of Content. You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, and/or other materials ("Content") accessible through the Happ'd Properties is the sole responsibility of the party from whom such Content originated. This means that You, and not Happ'd, are entirely responsible for all Content that You upload, post, e-mail, transmit, or otherwise make available ("Make Available") through the Happ'd Properties ("Your Content"). Also, other Users of the Happ'd Properties, and not Happ'd, are similarly responsible for all Content they Make Available through the Happ'd Properties ("User Content"). Your Content may include Content from a third-party – make sure You have the right to add such Content before You put that Content on Our Services. Unless otherwise specified in the Terms, all SNS Content shall be considered to be Your Content for all purposes of the Terms.

3.2 License to Your Content. You grant Happ'd a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, license, distribute, reproduce, modify, adapt, publish, publicly perform, publicly display, derive revenue or other remuneration from, and communicate to the public, Your Content (in whole or in part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any worldwide intellectual property right, including moral rights, that may exist in Your Content. This includes the right to make Your Content available on any other sites, applications, and interfaces that interact with Happ'd. This does not mean that all Content You provide Us will be made publicly available. We will use Your Content in accordance with the settings in which You submitted such Content, as described in Our Privacy

Policy. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant the license stated above. If You want to publish Content of someone other than Yourself, You must get permission from the individuals portrayed in the Content before using the content through Our Services.

3.3 No Obligation to Pre-Screen Content. You acknowledge that Happ'd has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content). Happ'd, however, reserves the right in its sole discretion to pre-screen, refuse, or remove any Content. By entering into the Terms, You hereby provide Your consent to such monitoring. You acknowledge and agree that Your privacy concerning the transmission of Your Content is limited as described in the Privacy Policy, including without limitation chat, text, or voice communications. In the event that Happ'd pre-screens, refuses, or removes any Content, You acknowledge that Happ'd will do so for Happ'd's benefit, not Yours. Without limiting the foregoing, Happ'd shall have the absolute right in its sole discretion to remove any Content that violates the Terms or is otherwise objectionable.

3.4 Storage. Unless expressly agreed to by Happ'd in writing elsewhere, Happ'd has no obligation to store any of Your Content that You Make Available on the Happ'd Properties. Happ'd has no responsibility or liability for (1) the deletion or accuracy of any Content, including Your Content; (2) the failure to store, transmit, or receive transmission of Content; or (3) the security, storage, or transmission of other communications originating with or involving use of the Happ'd Properties. You agree that Happ'd has the right to create reasonable limits on Happ'd's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by Happ'd in its sole discretion.

3.5 Your Content. In connection with Your use of the Happ'd Properties, You shall not Make Available any Content that: (1) You do not have a right to Make Available under any law or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (2) infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary or contractual rights; (3) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically, or otherwise objectionable; (4) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (5) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (6) is violent or threatening, or promotes violence or actions that are threatening to any other person; or (7) promotes illegal or harmful activities.

4. OWNERSHIP

4.1 Happ'd Properties. Except with respect to Your Content and User Content, You agree that Happ'd and its suppliers own all rights, title, and interest in the Happ'd Properties. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services, or the Happ'd Properties.

4.2 Trademarks. Happ'd and other related graphics, logos, service marks, and trade names used on or in connection with the Happ'd Properties are the trademarks of Happ'd and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks, and trade names that may appear on or in the Happ'd Properties are the property of their respective owners.

4.3 Other Content. Except with respect to Your Content, You agree that You have no right or title in or to any Content that appears on or in the Happ'd Properties.

4.4 Your Content. Happ'd does not claim ownership of Your Content. However, when You as a user post or publish Your Content on or in the Happ'd Properties, You agree to the RESPONSIBILITY FOR CONTENT section of these Terms of Use.

4.5 Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Happ'd Properties, You hereby expressly permit Happ'd to identify You by Your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media, or technology now known or later developed in connection with Your Content.

4.6 Your Account. Notwithstanding anything to the contrary herein, You acknowledge and agree that You shall have no ownership or other property interest in Your Account. You further acknowledge and agree that all rights in and to Your Account are and shall forever be owned by and inure to the benefit of Happ'd.

4.7 Your Profile. Any Content posted by You in your profile may not contain nudity, violence, or sexually explicit or offensive subject matter. You may not post, print, or save a photograph of another person without that person's permission.

4.8 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Happ'd through e-mail, social media, customer service calls, Happ'd's suggestion, feedback, wiki, forum, or similar pages ("Feedback") is at Your own risk and that Happ'd has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that You have all rights necessary to submit the Feedback. You hereby grant to Happ'd a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, assignable, and fully sublicensable right and

license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Happ'd Properties.

5. USER CONDUCT

5.1 Commercial Activities. You agree that You will not, under any circumstances (except to the extent expressly authorized by the Terms):

(a) Reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purpose any portion of the Happ'd Properties (including Your Account), or access to or use of the Happ'd Properties;

(b) Engage in, upload, post, e-mail, transmit, or otherwise make available any unsolicited or unauthorized messages, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(c) Use the Happ'd Properties or any part thereof for any commercial purpose, including, but not limited to communicating or facilitating any commercial advertisement or solicitation; or

(d) Market any goods or services for any business purposes.

5.2 Unauthorized Use or Access. You agree that You will not, under any circumstances:

(a) Interfere or attempt to interfere with the proper functioning of the Happ'd Properties or connect to or use the Happ'd Properties in any way not expressly permitted by the Terms;

(b) Systematically retrieve data or other content from the Happ'd Properties to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, spiders, or otherwise;

(c) Use, display, mirror, or frame the Happ'd Properties, or any individual element within the Happ'd Properties, Happ'd's name, any Happ'd trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page, without Happ'd's express written consent;

(d) Use any unauthorized software that accesses, intercepts, "mines," or otherwise collects information from or through the Happ'd Properties or that is in transit from or to the Happ'd Properties, including, but not limited to, any software that reads areas of RAM or streams of network traffic used by the Happ'd Properties;

(e) Intercept, examine, or otherwise observe any proprietary communications protocol used by a client, a server, or the Happ'd Properties, whether through the use of a network analyzer, packet sniffer, or other device;

(f) Make any automated use of the Happ'd Properties, or take any action that imposes or may impose (in Happ'd's sole discretion) an unreasonable or disproportionately large load on the infrastructure for the Happ'd Properties;

(g) Bypass any robot exclusion headers or other measures Happ'd takes to restrict access to the Happ'd Properties, or use any software, technology or device to send content or messages, scrape, spider, or crawl the Happ'd Properties, or harvest or manipulate data;

(h) Use, facilitate, create, or maintain any unauthorized connection to the Happ'd Properties, including, but not limited to: (1) any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Happ'd Properties; or (2) any connection using programs, tools, or software not expressly approved by Happ'd;

(i) Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Happ'd Properties, or to obtain any information from the Happ'd Properties;

(j) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Happ'd Properties;

(k) Upload, post, e-mail, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

(l) Solicit or attempt to solicit personal information from other users of the Happ'd Properties;

(m) Use the Happ'd Properties to collect, harvest, transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card, or account numbers;

(n) Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use the Happ'd Properties to send altered, deceptive, or false source-identifying information;

(o) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, but not limited to, clear GIFs, 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms," or "pcms"); and

(p) Attempt to associate or actually associate a single payment method with a number of accounts or devices which, in Our sole discretion, we deem unreasonable.

5.3 Use of Our Services to Send Messages to Third-Parties.

Some of Our Services may allow You to send messages via e-mail or, text messages, or SMS to third-parties through Our Services, for example, to invite a friend to use Our Services or to join You for an event. By using any such features of Our Service, You are representing and warranting that: (i) You understand and confirm that such messages are being sent on Your behalf, at Your explicit request, for the explicit purpose of You informing the designated third-party recipient of the relevant aspect of Our Services; (ii) You have that third-party's express consent to send messages to them; and (iii) any telephone number or e-mail address information that You provide to Us for Your contacts is current and accurate. Your use of Our Services to send messages to third-parties from whom You do not have such consent, or in any way that is inconsistent with the Terms, is a material breach of the Terms.

5.4 General. In connection with Your use of the Happ'd Properties, You shall not:

(a) Harm minors in any way;

(b) Impersonate any person or entity, including, but not limited to, Happ'd personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

(c) Intentionally or unintentionally violate any applicable local, state, national, or international law or regulation, or any order of a court;

(d) Register for more than one Account or register for an Account on behalf of an individual other than Yourself;

(e) Take any actions that are intended to or have the effect of evading or avoiding any portion of the Terms, or otherwise abuse any promotion offered or available on the Happ'd Properties;

(f) Stalk or otherwise harass any other user of the Happ'd Properties; or

(g) Advocate, encourage, or assist any third-party in doing any of the foregoing activities in this section.

5.5 Investigations. Please be aware that Happ'd reserves the right to and may, but is not obligated to, monitor or review the Happ'd Properties and Content at any time. Without limiting the foregoing, Happ'd shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although Happ'd does not generally monitor Content or user activity occurring in connection with the Happ'd Properties, if Happ'd becomes aware of any possible violations by You of any provision of the Terms, Happ'd reserves the right to investigate such violations. And, Happ'd may, at its sole discretion, immediately terminate Your Account, or change, alter, or remove Your Content, in whole or in part, without prior notice to You. As a result of any investigation, We may label Your Content as having possibly sensitive content and include a warning message with such Content.

6. INTERACTIONS WITH OTHER USERS

6.1 User Responsibility. You are solely responsible for Your interactions with other users of the Services and any other parties with whom You interact through the Services, including Your attendance at any

Events. Happ'd, however, reserves the right, but has no obligation, to intercede in any disputes that arise from such interactions. You agree that Happ'd will not be responsible for any liability incurred as the result of such interactions.

6.2 Your Content. Happ'd is not responsible for and does not control how other users use Your Content once exported or downloaded from the Happ'd Properties. Any such use of Your Content by such other users (including any modification or derivative works thereof) is not subject to Our Terms. Happ'd has no way to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to the use of Your Content. You provide Your Content at Your own risk.

6.3 Content Provided by Other Users. The Happ'd Properties may contain User Content provided by other users. Happ'd is not responsible for and does not control User Content. Happ'd has no obligation to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to User Content. We may delete User Content in Our sole discretion.

7. THIRD-PARTY SERVICES

The Happ'd Properties may contain links to third-party websites ("Third-Party Websites") and advertisements for third-parties (collectively, "Third-Party Websites and Ads"). When You click on a link to a Third-Party Website or Ad, We will not warn You that You have left the Happ'd Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of Happ'd. Happ'd is not responsible for any Third-Party Websites and Ads. Happ'd provides these Third-Party Websites and Ads only as a convenience to You and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites and Ads, or their products or services. You use all links in Third-Party Websites and Ads at Your own risk. When You leave the Happ'd Properties, Our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites.

8. FEES

8.1 Payment. You agree to pay any fees or charges to Your Account, including for any Happ'd Deals or Merchandise purchases and related taxes, in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Additional terms regarding the purchasing of Happ'd Deals and Merchandise are set forth in Our Purchase Terms. When You create an Account (and at any later time You choose) You will provide one or more methods of payment and we will use third-party payment providers to process purchases via Your method(s) of payment ("Payment Provider"). Your Payment Provider agreement governs Your use of the designated credit card or payment account, and You must

refer to that agreement and not the Terms to determine Your rights and liabilities. You represent that You are entitled to grant, and do hereby grant, Happ'd the right to invoice fees and charges for Your Account to your method(s) of Payment via Our Payment Providers according to Your selected method(s) of payment. You agree that We are authorized to immediately invoice Your Account for all fees and charges due and payable to Happ'd hereunder and that no additional notice or consent is required. We reserve the right at any time to change Our prices and billing methods, either immediately upon posting on the Happ'd Properties or by e-mail delivery to You. All fees are non-refundable. Please note that if Our Payment Provider stops accepting your payment method, We may require an alternative payment method. We are not responsible for the actions or inactions of any Payment Provider or for any disputes or claims involved with or arising in connection with Your Payment Provider, Our Payment Provider, or any other Payment Provider in connection with Your payments or attempted payments processed or not processed for or in connection with, and Your use of, the Services.

8.2 Other Promotions. We may run promotional offers from time to time on the Happ'd Properties. The terms of any such promotion will be posted on the Happ'd Properties. Additional promotion terms are viewable at www.Happ'd.com/promo-terms. Unless otherwise indicated, We may establish and modify, in Our sole discretion, the terms and the end of such offer at any point.

9. INDEMNIFICATION

Except where prohibited by law, You agree to indemnify and hold Happ'd, its parents, subsidiaries, affiliates, and each of their respective officers, employees, agents, partners, and licensors (collectively, the "Happ'd Parties") harmless from any claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) relating to or arising out of: (1) Your Content; (2) Your use of, or inability to use, any Happ'd Deals (including, without limitation, Your attendance and your actions or inactions at any Event); (3) Your receipt and use of, or inability to use, any Merchandise beyond the shipping and refund policies specified for such Merchandise purchase; (4) Your violation of the Terms; (5) Your violation of any rights of another party; or (6) Your violation of any applicable laws, rules, or regulations, including, without limitation, those related to alcohol. Happ'd will have the right in its discretion to approve or reject any settlement offer and no settlement may be entered into with regard to any such matter without Happ'd's prior written consent. Happ'd reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with Happ'd in asserting any available defenses. You agree that the provisions in this section will survive any termination of Your Account, the Terms, or Your access to the Happ'd Properties.

10. DISCLAIMER OF WARRANTIES

10.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE HAPP'D PROPERTIES IS AT YOUR SOLE RISK, AND THE HAPP'D PROPERTIES ARE

PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, HAPP’D PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(a) HAPP’D PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT: (1) THE HAPP’D PROPERTIES OR EVENTS WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE HAPP’D PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE HAPP’D PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE HAPP’D PROPERTIES WILL BE CORRECTED.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE HAPP’D PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE HAPP’D PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS, AND OTHER DISRUPTIONS. HAPP’D MAKES NO WARRANTY, REPRESENTATION, OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION, OR OTHER CHARACTERISTICS OF THE SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM HAPP’D OR THROUGH THE HAPP’D PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) From time to time, Happ’d may offer new “beta” features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind and these, as well as any other, features and tools may be modified or discontinued at Happ’d’s sole discretion. The provisions of this section also apply with full force to such features or tools.

10.2 No Liability for Conduct of Third-Parties. YOU ACKNOWLEDGE AND AGREE THAT THE HAPP’D PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD HAPP’D PARTIES LIABLE, FOR ANY EVENTS OR THE CONDUCT OF THIRD-PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTIES OR EVENTS RESTS ENTIRELY WITH YOU.

10.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH THIRD-PARTIES, INCLUDING BUT NOT LIMITED TO OTHER

USERS OF THE HAPP'D PROPERTIES, AND YOUR ATTENDANCE AND YOUR OR ANYONE ELSE'S ACTIONS OR INACTIONS AT ANY EVENTS.

11. LIMITATION OF LIABILITY

11.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HAPP'D PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE HAPP'D PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT HAPP'D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OF THE HAPP'D PROPERTIES OR AT ANY EVENTS, ON ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE HAPP'D PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE HAPP'D PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE HAPP'D PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO OR ARISING IN CONNECTION WITH THE HAPP'D PROPERTIES OR THE SERVICES OR THE EVENTS, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.

11.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE HAPP'D PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY HAPP'D FROM YOU IN THE THREE (3) MONTHS PRIOR TO THE DATE ON WHICH YOU FIRST ASSERT A CLAIM. IF YOU HAVE NOT PAID HAPP'D ANY AMOUNTS IN SUCH PERIOD, THE HAPP'D PARTIES' SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO FIFTY DOLLARS (\$50.00).

11.3 User Content. THE HAPP'D PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS, OR PERSONALIZATION SETTINGS.

11.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HAPP'D AND YOU.

11.5 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12. DIGITAL MILLENIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY – PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others. Happ'd may, in its sole discretion, suspend or terminate the Account or refuse any and all current or future use of the Happ'd Properties of any user who infringes copyright upon prompt notification to Happ'd by the copyright owner or the copyright owner's legal agent.

Without limiting the foregoing, if You believe that any material available on or through Our Services infringes upon any copyright that You own or control, please immediately notify us using the contact information provided below (such notice being a "Notification"). A Notification should meet the requirements of 17 U.S.C. § 512(c)(3), including: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that You claim has been infringed; (3) a description of the location on the Happ'd Properties of the material that You claim is infringing; (4) Your address, telephone number, and e-mail address; (5) a written statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

We will use reasonable efforts to investigate the notification and will take appropriate action under applicable intellectual property laws and these Terms where We believe an infringement has taken place, including removing or disabling access to the allegedly infringing information and/or terminating any associated account. Where We believe a Notification has identified a potential infringement caused by another user of Our Services, We will make reasonable attempts to contact them. Any such user, or any user who otherwise feels that provided materials were not infringing, may submit a counter-notification containing sufficient information to allow Us to make a reasonable determination.

Please note that anyone providing a Notification or counter-notification may be held accountable for damages (including costs and attorneys' fees) if they make material misrepresentations regarding the alleged infringement or non-infringement of the content in question.

Contact information for Happ'd's Copyright Agent for notice of claims of copyright infringement is as follows: Happ'd, LLC, Attn: Copyright Agent, 403 Holly St, Grapevine, TX 76051, info@happd.com.

13. TERMS AND TERMINATION

13.1 Terms. The Terms commence on the date when You accept them (as described in the preamble above) and remain in full force and effect while You use the Happ'd Properties, unless terminated earlier in accordance with the Terms.

13.2 Prior Use. Notwithstanding the foregoing, if You used the Happ'd Properties prior to the date You accepted the Terms, You hereby acknowledge and agree that the Terms commenced on the date You first used the Happ'd Properties (whichever is earlier).

13.3 Termination of Services by Happ'd. Happ'd has the right to modify, suspend, or terminate any Services provided to You at any time with or without cause. You agree that all terminations for cause shall be made in Happ'd's sole discretion.

13.4 Termination of Services by You. If You want to terminate the Services provided by Happ'd, You may do so by notifying Happ'd at any time. Your notice should be sent, in writing, to Happ'd's address as follows: Happ'd, LLC, 403 Holly St, Grapevine, TX 76051.

13.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services or of Your Account also includes deletion of Your password and all related information, files, and Content associated with or inside Your Account (or any part thereof), including Your Content, pursuant to our Privacy Policy. Upon termination of any Service, Your right to use such Service will automatically terminate immediately. You understand that any termination of Services or of Your Account may involve deletion of Your Content associated therewith from Our live databases. Happ'd will not have any liability whatsoever to You for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

14. REMEDIES

14.1 Violations. If Happ'd becomes aware of any possible violations by You of the Terms, Happ'd reserves the right to investigate such violations. If, as a result of the investigation, Happ'd believes that criminal activity has occurred, Happ'd reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Happ'd is entitled, except to the extent prohibited by applicable law, to

disclose any information or materials on or in the Happ'd Properties, including Your Content, or otherwise in Happ'd's possession in connection with Your use of the Happ'd Properties (1) in connection with any legal investigation; (2) to comply with applicable laws, legal processes, or governmental requests; (3) to enforce the Terms; (4) to respond to any claims that Your Content violates the rights of third-parties; (5) to respond to Your requests for customer service; or (6) to protect the rights, property, or personal safety of Happ'd, its users, or the public, and all law enforcement or other government officials, as Happ'd in its sole discretion believes to be necessary or appropriate.

14.2 Breach. In the event that Happ'd determines, in its sole discretion, that You have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the Happ'd Properties, Happ'd reserves the right to:

(a) Warn You via e-mail (to any e-mail address You have provided to Happ'd) that You have violated the Terms;

(b) Delete any of Your Content provided by You or Your agent(s) to the Happ'd Properties;

(c) Discontinue Your registration(s) with any of the Happ'd Properties, including any Services, and cancel any pending orders or transactions;

(d) Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or

(e) Pursue any other action that Happ'd deems to be appropriate.

14.3 No Subsequent Registration. If Your registration(s) with or ability to access the Happ'd Properties or Services is discontinued by Happ'd due to Your violation of any portion of the Terms or for conduct that is otherwise inappropriate, then You agree that You shall not attempt to re-register with or access the Happ'd Properties through use of a different member name or otherwise. You also acknowledge that You will not be entitled to receive a refund for fees related to those Happ'd Properties to which Your access has been terminated. In the event that You engage in such conduct, Happ'd reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to You.

15. GENERAL PROVISIONS

15.1 Electronic Communications. The communications between You and Happ'd use electronic means. For contractual purposes, You (1) consent to receive communications from Happ'd in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Happ'd provides to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Your statutory rights.

15.2 Release. You hereby release the Happ'd Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from Your use of the Happ'd Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites or other third parties of any kind arising in connection with or as a result of the Terms or Your use of the Happ'd Properties. If You are a California resident, You hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

15.3 Assignment. The Terms, and Your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by You without Happ'd prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

15.4 Force Majeure. Happ'd shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

15.5 Compliance. If You believe that Happ'd has not adhered to the Terms, please immediately contact Happ'd by emailing Us at info@happd.com. We will do Our best to address Your concerns. If You feel that Your complaint has not been adequately addressed, We invite You to let Us know, and We will investigate further.

15.6 Limitations Period. YOU AND HAPP'D AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, THE HAPP'D PROPERTIES, OR THE CONTENT MUST COMMENCE WITHIN THE LONGER OF (A) THE ONE (1) YEAR PERIOD AFTER THE CAUSE OF ACTION ACCRUES OR (B) THE MINIMUM PERIOD AS REQUIRED BY APPLICABLE LIMITATIONS PERIOD LAWS. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

15.7 Arbitration Agreement; Class Waiver; Waiver of Trial by Jury. Please read this Section (“Arbitration Agreement”) carefully. It is part of Your contract with Happ’d and affects Your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER, except where prohibited by law.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below), including post-termination claims, in connection with the Terms or the use of any Happ’d Properties or Services (including but not limited to the arbitrability of such claims and disputes and the validity or interpretation of this provision) that cannot be resolved informally or in small claims court shall be resolved, to the extent permitted by applicable law, by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to You and Happ’d, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms. You can opt out of this Section 15.7 arbitration agreement by submitting a written opt-out notice within thirty (30) days of Your first acceptance of the Terms by including Your name, Your address of residence, the e-mail address You used for your Account, Your cell phone number if you downloaded and installed the App, and a clear statement that You want to opt out of this arbitration agreement to Happ’d, LLC, Attn: Arbitration Opt-Out, 403 Holly St, Grapevine, TX 76051. The arbitration proceeding, including any resulting decision or award, shall remain confidential.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Happ’d should be sent to: Happ’d, LLC, Attn: Legal, 403 Holly St, Grapevine, TX 76051. After the Notice is received, You and Happ’d may attempt to resolve the claim or dispute informally. If You and Happ’d do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than ten thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is ten thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within one

hundred (100) miles of Your residence, unless You reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(d) Additional Rules for Non-Appearance Based Arbitration. If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

(e) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of You and Happ'd, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and Happ'd.

(f) Waiver of Jury Trial. EXCEPT WHERE PROHIBITED BY LAW, THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than court proceedings and are subject to very limited review by a court. In the event any litigation should arise between You and Happ'd in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND HAPP'D WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(g) Waiver of Class or Consolidated Actions. EXCEPT WHERE PROHIBITED BY LAW, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(h) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Arbitration Agreement shall continue in full force and effect.

(i) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(j) Survival of Agreement. This Arbitration Agreement will survive the termination of Your relationship with Happ'd.

(k) Small Claims Court. Notwithstanding the foregoing, either You or Happ'd may bring an individual action in small claims court.

(l) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a court of competent jurisdiction in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(m) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in Texas, for such purpose.

15.8 Governing Law. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Texas, in the United States of America, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

15.9 Notice. Where Happ'd requires that You provide an e-mail address, You are responsible for providing Happ'd with Your most current e-mail address. In the event that the last e-mail address You provided to Happ'd is not valid, or for any reason is not capable of delivering to You any notices required/permitted by the Terms, Happ'd's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Happ'd at the following address: Happ'd, LLC, Attn: Legal, 403 Holly St, Grapevine, TX 76051, or info@happd.com. Such notice shall be deemed given when received by Happ'd by letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail at the above address or by email, at the time it was sent.

15.10 Waiver. Any waiver must be explicit in writing to be effective. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.11 Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.12 Export Control. You may not use, export, import, or transfer the Happ'd Properties except as authorized by U.S. law, the laws of the jurisdiction in which You became a Registered User, and any other applicable laws. In particular, but without limitation, the Happ'd Properties may not be exported or re-exported (1) into any United States embargoed countries, or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Happ'd Properties, You represent and warrant that (1) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (2) You are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Happ'd Properties for any purpose prohibited by U.S. law, including the development, design, manufacture, or production of missiles, nuclear, or chemical or biological weapons. You acknowledge and agree that products, services, or technology provided by Happ'd are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Happ'd products, services, or technology, either directly or indirectly, to any country in violation of such laws and regulations.

15.13 Consumer Complaints. If you are a California resident, in accordance with California Civil Code §1789.3, You may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210. If you are not a California resident, you may be able to report complaints to your local consumer protection authority.

15.14 Entire Agreement. The Terms are the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersede and merge all prior discussions between the parties with respect to such subject matter.

15.15 Prior Terms. Prior versions of Our Terms are available for review purposes only in Our legal archives.

16. INTERNATIONAL PROVISIONS

The Happ'd Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in Your country. These references do not imply that Happ'd intends to announce such Services or Content in Your country. The Happ'd Properties are controlled and offered by Happ'd from its facilities in the United States of America. Happ'd makes no representations that the Happ'd Properties are appropriate or available for use in other locations. Those who access or use the Happ'd Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

17. APP STORE

17.1 General. You acknowledge and agree that the availability of the App and the Services is dependent on the third-party app store operator from whom You received the App ("App Store"). In order to use the App, You must have access to a wireless network, and You agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Happ'd Properties. You agree to comply with, and Your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (such as the App Store's terms and policies) when using the Happ'd Properties, including the App. Furthermore, with respect to any App accessed through or downloaded from Apple's App Store, You will only use the App Store Sourced App (1) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (2) as permitted by the "Usage Rules" set forth in the Apple's App Store Terms of Service. In addition, if You are using an App from an App Store, to the extent the other provisions of these Terms are less restrictive than, or otherwise conflict with, the provisions of this Section, the more restrictive or conflicting provisions in this Section apply, but solely with respect to Apps from the App Store.

17.2 Acknowledgement. Happ'd and You acknowledge that this Agreement is concluded between Happ'd and You only, and not with the App Store, and Happ'd, not the App Store, is solely responsible for the App and the content thereof. To the extent this Agreement provides for usage rules for the App that are less restrictive than the Usage Rules set forth for the App in, or otherwise is in conflict with, the App Store Terms of Service, the more restrictive or conflicting App Store term applies.

17.3 Scope of License. The license granted to You for the App is limited to a non-transferable license to use the App on the iOS device that You own or control and as permitted by the Usage Rules.

17.4 Maintenance and Support. Happ'd is solely responsible for providing any maintenance and support services with respect to the App, as specified in these Terms (if any), or as required under applicable law. Happ'd and You acknowledge that the App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

17.5 Warranty. Happ'd is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, You may notify the App Store, and the App Store may refund the purchase price of the App to You; and to the maximum extent permitted by applicable law, the App Store will have no other warranty obligation whatsoever with respect to App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Happ'd's sole responsibility.

17.6 Product Claims. Happ'd and You acknowledge that the App Store is not responsible for addressing any claims by You or any third-party relating to the App or Your possession and/or use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. This Agreement does not limit Happ'd's liability to You beyond what is permitted by applicable law.

17.7 Intellectual Property Rights. Happ'd and You acknowledge that, in the event of any third-party claim that the App or Your possession and use of the App infringes that third-party's intellectual property rights, Happ'd, not the App Store, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

17.8 Legal Compliance. You represent and warrant that (1) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) You are not listed on any U.S. Government list of prohibited or restricted parties.

17.9 Developer Name and Address. Happ'd's contact information for any user questions, complaints, or claims with respect to the App is: Happ'd, LLC, Attn: Legal, 403 Holly St, Grapevine, TX 76051.

17.10 Third-Party Terms of Agreement. You must comply with applicable third-party terms of agreement when using the App.

17.11 Third-Party Beneficiary. You agree that the App Store (and its subsidiaries) is a third-party beneficiary of these Terms and will have the right to enforce these Terms.

18. CONTACT US

If you have any questions or comments about these Terms, please contact us via the Happ'd Help Center or at:

Happ'd, LLC

403 Holly St, Grapevine, TX 76051

info@happd.com

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