

HappyCo Terms of Service

(Updated: September 14, 2016)

PLEASE READ THESE TERMS OF USE, INCLUDING OUR PRIVACY POLICY (TOGETHER COLLECTIVELY THIS “AGREEMENT” OR “TERMS OF USE”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY HAPPYCO INC. (“COMPANY” “HAPPYCO”). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR AND YOUR BUSINESS OR OTHER LEGAL ENTITY’S (“YOU”) USE OF THE HAPPYCO SUITE OF ONLINE SERVICES (THE SERVICES) OFFERED BY HAPPYCO INC. (“HAPPYCO,” “WE,” “OUR”, OR “US”). THIS INCLUDES VARIOUS WEBSITES OWNED AND OPERATED BY US, INCLUDING, WITHOUT LIMITATION, THE WWW.HAPPYCO.COM WEBSITE AND DOMAIN NAME (“SITES”), THE WWW.HAPPYINSPECTOR.COM WEBSITE AND DOMAIN NAME (“SITES”), AND ANY OTHER FEATURES, CONTENT, OR APPLICATIONS OFFERED CONNECTION THEREWITH (COLLECTIVELY, THE “SERVICE”).

BY USING OUR WEBSITES, USING OUR SERVICES, BY CLICKING AN ONLINE ACCEPTANCE BUTTON, OR BY EXECUTING AN AGREEMENT THAT REFERENCES THESE TERMS OF SERVICE, YOU CONSENT TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THE AGREEMENT. Accounts registered by “bots” or other automated methods are not permitted. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. WE MAY, IN OUR SOLE DISCRETION, MODIFY OR REVISE THESE TERMS AT ANY TIME BY UPDATING THIS POSTING. YOU ARE BOUND BY ANY SUCH MODIFICATION OR REVISION AND SHOULD THEREFORE VISIT THIS PAGE PERIODICALLY TO REVIEW THESE TERMS. YOUR CONTINUED USE AFTER ANY MODIFICATION INDICATES YOUR ACCEPTANCE OF SUCH MODIFICATION AND, IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THE SERVICES.

You may not access the Services if you are our competitor, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

HappyCo Inc is a Delaware company which owns and operates HappyCo.com and Happyinspector.com, on which we provide services that enable you to perform inspections or other similar activities on mobile devices.

HappyCo provides services to its Australian clients through its wholly owned subsidiary Happy Inspector Pty Ltd. Conditions set out in this Agreement apply equally to both entities.

GENERAL TERMS OF SERVICE

Description of Services

We offer hosted and local software (“Software”) as part of, and to provide, the Services. You must have access to the Software in order to use Services that we offer.

Description of HappyCo Inspection Management Services. We offer mobile based inspection management software with an online hosted software component as a complete inspection software solution as part of, and to provide, the Services.

Expanding the Services

You may subscribe to additional Services, including new service offerings as may be made available from time to time, or increase your existing service by contacting us and following our signup instructions, as part of the Services. Each new service signup instruction will include the price and billing date(s) of the Services being added at that time. All new services are subject to these General Terms of Service.

Customer Support

We will use reasonable efforts to provide technical support services to you and your authorized users who have subscribed to the Services based on the level of support attributed to your account. A customer support representative will be assigned to your cases. Unlimited cases are accepted from authorized users. All support plans exclude major US and Australian holidays. Access to support is best accomplished by e-mailing support (support@happy=.com). Our standard premium plan support is available 12 x 5 (Monday to Friday, 8am-8pm PST). Basic and Pro plan support is available 9 x 5 (Monday to Friday, 9am-6pm PST). Our response time shall not be greater than two business days for standard support queries for businesses that have less than 75 users. A quicker response time of one business day is available to you once your business has crossed over 75 users or if you otherwise agree to subscribe to a higher level of support. Once your business has crossed over 150 users, HappyCo’s response time shall be lowered to 12 hours based on 12 x 7 (Everyday from 8am-8pm PST).

The foregoing support times are reasonable estimates only, and may be subject to change under atypical operating conditions.

Registration

As a condition to using certain aspects of the Service, you will be required to register with Company and select a password, company email and screen name ("Company Username"). You shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Company account. You shall not (i) select or use as a Company Username a name of another person with the intent to impersonate that person; (ii) use as a Company Username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a Company Username a name that is otherwise offensive, vulgar or obscene. Company reserves the right to refuse registration of, or cancel a Company Username in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Company password. You shall never use another user's account without such other user's express permission. You will immediately notify Company in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

License

We hereby grant to you the limited, revocable, nonexclusive right and license to use the Service (including without limitation to download, install, and operate the mobile software application components thereof) all in accordance herewith and with such instructions and documentation as we may post on the Site or otherwise communicate from time to time.

Excess Data Storage Fees

The Service includes a maximum disk storage space designated by the contract for each account, and disk storage space in addition to this amount shall submit you to additional fees as determined by HappyCos additional storage fees at the time. HappyCo shall not be responsible for notifying you when your disk storage is approaching or has reached the permitted disk storage; HappyCo's failure to notify you shall not affect your responsibility for such additional storage charges. HappyCo reserves the right to establish or modify its general practices and limits relating to storage of user data. Extra data in excess of your storage limits will incur a cost of \$5 per month for each block of 25,000 photos.

Non-Payment and Suspension

In addition to any other rights granted to HappyCo herein, HappyCo reserves the right to suspend or terminate this Agreement and User's access to the Service if User's account becomes late or User fails to maintain with HappyCo a valid credit as provided herein. HappyCo may impose interest at a rate equal to the lesser of 1% per month, or the maximum amount permitted by applicable law for any delinquent accounts, as well as all expenses of collection.

HappyCo reserves the right to impose an admin fee in the event Users account access is suspended and thereafter reinstated. User agrees and acknowledges that HappyCo has no obligation to retain User Data upon suspension or termination of a subscription beyond the designated term stipulated in the account.

Charges and Billing

HappyCo charges and collects non-refundable fees in advance for use of the Service. HappyCo will automatically renew User's subscription unless User gives notice of non-renewal at least 30 days before the end of the relevant subscription term. HappyCo will charge User's credit card or other payment method every month or year, depending on User's authorization and subscription type. HappyCo grants no refunds or credits for partial months or years of Service. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and User shall be responsible for payment of all such taxes, levies or duties. HappyCo charges for the Service excludes taxes, taxes, phone and Internet access charges and other data transmissions. As our Services and features are available to certain mobile phones or devices, your carrier's data rates and fees apply. You should check the rates and services offered by your carrier. Your invoice may include taxes, levies or duties that HappyCo is required to collect by applicable taxing jurisdictions. User must provide HappyCo with a valid credit card as a condition to subscribing to the Service. HappyCo reserves the right to modify its fees and to introduce new charges at any time, upon at least 15 days prior notice to User, which notice may be provided by email or posted on the HappyCo Site or application.

User may upgrade or downgrade the Service at any time during the term by written notice to HappyCo (downgrades are only available with monthly subscription accounts, from one paying level to another – User may not downgrade from a paying account to a free account), applicable to the billing cycle next following HappyCo's receipt of such written notice. For any upgrade or downgrade in package level, the credit card that you provided as part of your Registration Data will automatically be charged the new rate on your next billing cycle. HappyCo will not extend any credit or refund for partial months of service in the case of downgrades to a monthly subscription. The expiration/renewal date of Service, whether monthly or annual, will not change. Fees may not be credited towards other Services. Additional users added through the HappyCo website will be considered immediate upgrades to the Service.

User shall maintain with HappyCo a valid credit card on the Subscription Settings page of the User account at all times unless alternative methods of payment have been agreed upon. Regardless of User's payment method, User's subscription to the Service authorizes HappyCo to charge User's credit card. This authorization shall remain valid until 30 days after termination or cancellation of User's account, whereupon HappyCo may charge User's credit card for any outstanding charges as may be applicable.

User agrees to provide and maintain to HappyCo complete and accurate billing and contact information. This information includes User's legal name or company name, credit card and billing address, email address, name and telephone number of an authorized billing contact. User agrees to update this information immediately upon change to it or in the event of a lost or stolen credit card. If the contact or billing information User has provided is false or fraudulent, HappyCo reserves the right to terminate User's access to the Service in addition to any other legal remedies.

User agrees to maintain a minimum level subscription in order for HappyCo to store and maintain data in our cloud. Failure to maintain the minimum agreed subscription will result in termination of user's service and deletion of data within 14 days. If no minimum level subscription has been agreed, then it shall default to 1 pro license per portfolio unless otherwise agreed in writing.

User Cancellation and Termination upon Expiration.

Subject to the terms and conditions of this Agreement, User may cancel the Service by emailing accounts@happyco.com, unless bound by an annual term. Such cancellation shall be in writing and HappyCo will provide instructions on how to continue with the cancellation process. Failure to comply with the process provided by HappyCo will not result in proper cancellation and your account will continue to be charged.

For monthly subscriptions, User is purchasing the Service for full monthly terms, If User terminates Service prior to the end of a monthly term, User will be responsible for that month's full Fee through the end of the then-current term, including, without limitation, unbilled charges, which will immediately become due and payable. User shall pay all accrued but unpaid fees upon expiration of the term of or termination of Service

For fixed term annual subscriptions (i.e., twelve (12) months), User has committed to purchase the Service for the full annual term, to be paid annually in advance. User's annual subscription will renew automatically after the initial fixed term is over, unless terminated as herein provided. User may cancel the Service prior to expiration of the annual term without refund. User shall pay all accrued but unpaid fees upon expiration of the term of or termination of Service.

Upon cancellation, User will no longer have access to the Site and all information contained within User's account and User Data will automatically, permanently and irreversibly deleted. HappyCo accepts no liability for such deleted information or User Data.

Reactivation of service after Cancellation.

If User cancels the Service and wishes to resume their service within a 12 month period from the date of cancellation then it is subject to a Reactivation fee of \$299.00. HappyCo does not backup

User's data for more than 30 days after a cancellation and we may not be able to re-instate User's data.

Internet Delays and Electronic Communications Privacy Act Notice.

HAPPYCO'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, SOFTWARE UPGRADES, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND SOFTWARE. HAPPYCO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

HappyCo Forms, Templates and Documents.

HappyCo's standard forms, templates and documents (the "Forms") are provided purely as a service to you and are not intended to provide specific professional advice to you or any 3rd party. You acknowledge and agree that the Forms are provided to you on the basis that you understand the legal requirements surrounding property or other such inspections in your local, state and federal jurisdiction, and that any use or reliance on the Forms to perform such inspections shall be entirely at your own risk. You should consult an attorney before using or relying on the Forms if there is any doubt surrounding their legality in your jurisdiction. In no event shall HappyCo and its affiliates be liable for any direct, indirect, consequential or exemplary damages or expenses (including attorney's fees and costs) or any claim arising from or in connection with the use of the Forms. The use of Forms are subject to these Terms of Use. Should you require modification to the Forms for use in jurisdiction then you should contact HappyCo to enquire about the possibility of obtaining such modifications for your account. HappyCo in no way guarantees that such modification will be attainable and additional fees may be required in events where modification is possible.

USER CONTENT and PROHIBITED USES

It is the policy of HappyCo to promptly process and investigate notices of alleged copyright infringement, and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512 ("DMCA"). By entering any content or data onto our Site, you represent and warrant to us that you have the right to so submit such content and that our use of your content as described herein will not infringe or violate the rights of any third party..

HappyCo imposes certain restrictions on your permissible use of the Sites and the Service. You are prohibited from violating or attempting to violate any security features of the Sites or Service, including, without limitation: (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; © interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a

virus to the Sites or Service, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;” (d) using the Sites or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by HappyCo in providing the Sites or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

USER DISPUTES

You are solely responsible for your interactions with other users of our Site and Services. We reserve the right, but have no obligation, to monitor interactions between you and other users.

Termination

HappyCo may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Sites or by contacting our accounts department. Any fees paid hereunder are non-refundable. All provisions of the Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty Disclaimer

Company makes no representations concerning any Content contained in or accessed through the Sites, and the Company will not be responsible or liable for the reliability, timeliness, quality, suitability, availability, accuracy, completeness, copyright compliance, legality or decency of any Content or material contained in or accessed through the Sites. You should independently verify all Content and other information that you access through the Service. By using the Service, you agree that HappyCo shall not be responsible for (1) any Content, (2) any person’s reliance on any such Content, whether or not correct, current and complete, or (3) the consequences of any action that you or any other person takes or fails to take based on any Content or otherwise as a result of your use of the Service. Your use of or reliance on any Content is at your own risk.

THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) IS PROVIDED “AS IS” AND “AS AVAILABLE” AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. HAPPYCO, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS,

PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 USC 2701-2711): COMPANY MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITES OR ANY WEBSITE LINKED TO THE SITES.

HappyCo will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on HappyCo's equipment, transmitted over networks accessed by the Sites, or otherwise connected with your use of the Service.

Indemnification

You shall defend, indemnify, and hold harmless HappyCo, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your use or misuse of, or access to, the Sites, Service, Content, or otherwise from any content that you post to the Sites, (ii) your violation of the Terms of Use, or (iii) infringement by you, or any third party using the your account, of any intellectual property or other right of any person or entity. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

Limitation of Liability

IN NO EVENT SHALL COMPANY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL,

INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE), (III) FOR YOUR RELIANCE ON THE SERVICE OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED U.S. DOLLARS (\$100.00) OR, IF GREATER, THE FEES PAID BY YOU FOR THE SERVICE IN THE PRECEDING SIX (6) MONTH PERIOD. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Dispute Resolution

These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in San Francisco County, California or the United States District Court for the Northern District of California, for any actions not subject to Arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and HappyCo are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these agreements and the termination of your HappyCo account. For any dispute you have with HappyCo, you agree to first [CONTACT US [CREATE LINK]] and attempt to resolve the dispute with us informally. If HappyCo has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless you and HappyCo agree otherwise, the arbitration will be conducted in the county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, except that HappyCo will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND HAPPYCO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Any arbitration must be commenced by filing a demand for arbitration with the

AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. You and HappyCo agree that if any portion this Section is found illegal or unenforceable, that portion shall be severed and the remainder of the Section shall be given full force and effect.

Miscellaneous

Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Service and neither party has any authority of any kind to bind the other in any respect. Fair Use Policy

Use of HappyCo's data sync will be subject to fair use policy (250 photos per unique inspection) as modified from time to time at HappyCo's discretion. Your account may be reviewed when fair usage limits are reached and HappyCo may limit your usage after that.

USE OF CUSTOMER LOGO

Unless presented with a written agreement stating otherwise, HappyCo may use Customers' logo and or/trademark on the HappyCo website and in other marketing materials.

SEVERABILITY; WAIVER

If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

NO LICENSE

Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by HappyCo or by any third party.

CALIFORNIA USE ONLY

The Site is controlled and operated by HappyCo from its offices in the State of California. HappyCo makes no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as HappyCo's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California. We make no representations that our Site and Products are appropriate or available for use in other locations.

MODIFICATIONS

HappyCo may, in its sole discretion and without prior notice: (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. HappyCo shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

INTEGRATION

These Terms of Use, and any amendments and any additional agreements you may enter into with HappyCo in connection with the Products and Services, shall constitute the entire agreement between you and HappyCo concerning the Products and Services. Any additional or different terms or conditions in relation to the subject matter of the Terms of Use in any written or oral communication from you to HappyCo are void. You represent that you have not accepted the Agreements in reliance on any oral or written representations made by HappyCo that are not contained in this Terms of Use, as amended. If any provision of these Terms of Use is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Use will remain in full force and effect.

NOTIFICATIONS

HappyCo reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose. We may revise these Terms of Use from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you. By continuing to access or use the Products after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Products.

ACKNOWLEDGEMENT

BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

HAPPYCO Website Privacy Policy

WEBSITE PRIVACY POLICY EFFECTIVE DATE: July 16, 2015

1. INTRODUCTION. HappyCo is committed to respecting the privacy rights of its customers, visitors, and other users of the Sites and Services. We created this Website Privacy Policy (“Privacy Policy”) to give you confidence as you visit and use the Site, and to demonstrate our commitment to fair information practices and the protection of privacy. This Privacy Policy is only applicable to the Sites and Services, and not to any other websites that you may be able to access from the Site and Services, each of which may have data collection, storage, and use practices and policies that differ materially from this Privacy Policy.

2. INFORMATION COLLECTION PRACTICES

2.1. TYPES OF INFORMATION COLLECTED

(a) TRAFFIC DATA COLLECTED. We automatically track and collect the following categories of information when you visit our Site: (1) IP addresses; (2) domain servers; (3) types of computers accessing the Site; and (4) types of web browsers used to access the Sites (collectively “Traffic Data”). Traffic Data is anonymous information that does not personally identify you but is helpful for marketing purposes or for improving your experience on the Sites. We also use “cookies” to customize content specific to your interests, to ensure that you do not see the same advertisement repeatedly, and to store your password so you do not have to re-enter it each time you visit the Sites.

(b) PERSONAL INFORMATION COLLECTED. In order for you to access certain Services and to purchase products that we offer via the Sites, we require you to provide us with certain information that personally identifies you (“Personal Information”). Personal Information includes the following categories of information: (1) Contact Data (such as your name, mailing address, and e-mail address); (2) Financial Data (such as your account or credit card number); and (3) Demographic Data (such as your zip code, age, and income). If you communicate with us by e-mail, post messages to any of our chat groups, bulletin boards, or forums, or otherwise complete online forms, surveys, or contest entries, any information provided in such communication may be collected as Personal Information.

2.2. USES OF INFORMATION COLLECTED

(a) COMPANY USE OF INFORMATION. We use Contact Data to send you information about our company or our products or services, or promotional material from some of our partners, or to contact you when necessary. We use your Financial Data to verify your qualifications for certain products or services and to bill you for products and services. We use your Demographic Data to

customize and tailor your experience on the Sites, displaying content that we think you might be interested in and according to your preferences.

(b) SHARING OF PERSONAL INFORMATION. We share certain categories of information we collect from you in the ways described in this Privacy Policy. We share Demographic Data with advertisers and other third parties only on an aggregate (i.e., non-personally-identifiable) basis. We share Contact Data with other companies who may want to send you information about their products or services, unless you have specifically requested that we not share Contact Data with such companies. We also share Contact Data and Financial Data with our business partners who assist us by performing core services (such as hosting, billing, fulfillment, or data storage and security) related to our operation of the Sites. Those business partners have all agreed to uphold the same standards of security and confidentiality that we have promised to you in this Privacy Policy, and they will only use your Contact Data and other Personal Information to carry out their specific business obligations to Company. If you do not want us to share your Contact Data with any third parties, please email us at _ [e-mail address of website operator] _ or select the “opt out” box on our online forms, but please understand that such a request will likely limit your ability to take advantage of all of the features and services we offer on the Site. In addition, we maintain a procedure for you to review and request changes to your Personal Information; this procedure is described in Section 3.1, below.

(c) USER CHOICE REGARDING COLLECTION, USE, AND DISTRIBUTION OF PERSONAL INFORMATION. You may choose not to provide us with any Personal Information. In such an event, you can still access and use much of the Sites; however you will not be able to access and use those portions of the Sites that require your Personal Information. If you do not wish to receive information and promotional material from us or from some of our partners, you may select the appropriate “opt-out” option each time we ask you for Personal Information.

3. CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION. Except as otherwise provided in this Privacy Policy, we will keep your Personal Information private and will not share it with third parties, unless such disclosure is necessary to: (a) comply with a court order or other legal process; (b) protect our rights or property; or © enforce our Terms of Service. Your Personal Information is stored on secure servers that are not accessible by third parties. We provide you with the capability to transmit you Personal Information via secured and encrypted channels if you use a similarly equipped web browser.

3.1. USER ABILITY TO ACCESS, UPDATE, AND CORRECT PERSONAL INFORMATION. We maintain a procedure in order to help you confirm that your Personal Information remains correct and up-to-date. At any time, you may visit your personal profile at _ [web address used by website operator for user access to Personal Information] _. Through your personal profile you may: (a) review and update your Personal Information that we have already collected; (b) choose whether or not you wish us to send you information about our company, or promotional material

from some of our partners; and/or © choose whether or not you wish for us to share your Personal Information with third parties.

3.2. LOST OR STOLEN INFORMATION. You must promptly notify us if your credit card, user name, or password is lost, stolen, or used without permission. In such an event, we will remove that credit card number, user name, or password from your account and update our records accordingly.

3.3. PUBLIC INFORMATION. The Site contains links to other websites. We are not responsible for the privacy practices or the content of such websites. We also make chat rooms, forums, message boards, and news groups available to you. Please understand that any information that is disclosed in these areas becomes public information. We have no control over its use and you should exercise caution when deciding to disclose your Personal Information.

4. UPDATES AND CHANGES TO PRIVACY POLICY. We reserve the right, at any time and without notice, to add to, change, update, or modify this Privacy Policy, simply by posting such change, update, or modification on the Sites and without any other notice to you. Any such change, update, or modification will be effective immediately upon posting on the Sites.