

HAPPYML, LLC.

TERMS OF SERVICE

Last updated and effective July 19, 2023

These Terms of Service (this “Agreement”) constitutes a legally binding contract between HappyML, LLC., a Texas company with an address of 4211 Meadow Ridge Drive, Carrollton, TX 75010, (“HappyML,” “Company,” “we,” “us,” “our”) and you with respect to your use of our services, APIs, websites, or mobile applications (collectively, the “Service”). More information about the Service may be found at www.happyml.com.

It is important that you carefully read and understand the terms and conditions of this Agreement. BY ACCESSING OR USING THE COMPANY WEBSITE, YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE COMPANY WEBSITE.

In order to access other portions of the Service, you must first register or link an account (“Account”). BY USING THE SERVICE, OR BY INDICATING YOUR ASSENT TO THIS AGREEMENT BY REGISTERING YOUR ACCOUNT, CLICKING “I ACCEPT” OR ANY SIMILAR MECHANISM, YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE OR REGISTER AN ACCOUNT OR WITH HAPPYML.

If you register an Account on behalf of a company, principal, or other entity, you represent that you have authority to bind such entity and its affiliates to this Agreement and that it is fully binding on them. In such case, the term “you” will refer to such entity and its affiliates. If you do not have authority, you may not access or use the Service. Be advised that this Agreement contains disclaimers of warranties and limitations on liability that may be applicable to you.

Notice Regarding Dispute Resolution: This Agreement contains provisions that govern how claims you and HappyML have against each other are resolved (see Section 11 (Limitation of Liability), and Section 19 (Choice of Law and Forum) below).

1. Changes to this Agreement

We reserve the right to, at any time, with or without cause:

- Change the terms and conditions of this Agreement;
- Change the Service, including eliminating or discontinuing any service or other feature of the Service; or
- Deny or terminate your use of and/or access to the Service.

We will notify you of any material changes to the terms and conditions of this Agreement or to any service or other feature of the Service. You must accept such changes in order to continue to use and access the Service. If you do not accept such changes your use and/or access to the Service will be terminated.

2. Use of the Service

Before using the Service, you may need to register with HappyML and create an Account. We reserve the right to decline to provide the Service to any person for any or no reason. If and when you register with or provide information to HappyML, you agree to: (a) provide accurate, current, and complete information as prompted (including your e-mail address) and (b) maintain and update your information (including your e-mail address) to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate this Agreement and your use of the Service. By providing HappyML with your email address or other contact information, you consent to our use of this information to send you Service-related notices and other administrative notices, including any notices required by law.

You are solely responsible for the activity that occurs on your Account. You must keep your Account credentials (including username and password) secure at all times. You may not share your Account with any third parties without HappyML's prior written consent unless such third party has separately entered an agreement with HappyML permitting it to access your Account. You must notify HappyML immediately of any breach or suspected breach of security or unauthorized use of your Account. HappyML will not be liable for any losses caused by any unauthorized use of your Account. You represent and warrant that you have the full right, power, and authority to enter into and perform this Agreement without the consent or approval of any third party.

3. Rules Governing Your Use of the Service

You may not use the Service, or assist or encourage any other party, to engage in any of the following prohibited activities:

- Copying, framing, or mirroring any part of the Service;
- Accessing the Service for purposes of monitoring its availability, performance, or functionality;
- Permitting any third party to access the Service;
- Using, copying, modifying, creating a derivative work of, reverse engineering, decompiling, or otherwise attempting to extract the source code of the software underlying the Service or any part thereof, unless expressly permitted or required by law, and in any case, without providing prior written notice to HappyML;
- Publishing, transmitting, distributing, or storing content, material, information, or data that: (a) is illegal, obscene, defamatory, libelous, threatening, harassing, abusive, or hateful or that advocates violence or threatens the health of others; (b) is harmful to or interferes with the Service or any third party's networks, equipment, applications, services, or websites (e.g., viruses, worms, Trojan horses, etc.); (c) infringes, dilutes, misappropriates, or otherwise violates any privacy, intellectual property, publicity, or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets, or other proprietary information (including unauthorized use of domain names); or (d) is fraudulent or contains false, deceptive, or misleading statements, claims, or representations (such as "phishing");

- Attempting to disrupt, degrade, impair, or violate the integrity or security of the Service or the computers, services, accounts, or networks of any other party (including, without limitation, “hacking,” “denial of service” attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of HappyML internet protocol space;
- Avoiding payment of incurring charges or fees payable by you with respect to the Service;
- Copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”;
- Using any automated system, including, without limitation, “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to HappyML than a human can reasonably produce in the same period of time by using a conventional web browser;
- Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- Collecting or harvesting any personally identifiable information, including account names, from the Service;
- Using the Service for any commercial solicitation purposes;
- Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- Accessing any content on the Service through any technology or means other than those provided or authorized by the Service;
- Submitting to the Service or to HappyML any personally identifiable information, except as necessary for the establishment and operation of your Account;
- Submitting to the Service or to HappyML any information that may be protected under HIPAA (“HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented) or any other information that may be protected from disclosure by applicable law;
- Bypassing the measures we may use to prevent or restrict access to the Service, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein;
- Violating any applicable law, statute, ordinance, or regulation, or encourage any conduct that could constitute a criminal offense or give rise to civil liability;
- Transmitting any trade secret or other material, non-public information about any person, company, or entity without the authorization to do so;
- Removing any copyright, trademark, or other proprietary rights notices contained in or on the Service;
- Sublicensing selling, renting, leasing, transferring, assigning, or conveying any rights under this Agreement to any third party, except as expressly permitted herein;
- Executing any form of network monitoring or running a network analyzer or packet sniffer or other technology to intercept, decode, mine, or display any packets used to communicate between the Service’s servers or any data not intended for you; and/or
- Harvesting or collecting information about any Service visitors or members without their express consent.

Improper use of the Service may result in termination of your access to and use of the Service, and/or civil or criminal liabilities. You agree to use the Service in accordance with all applicable laws.

4. End Users

Access to the Services by an End User shall be governed by your End User terms of service (“Your Terms”), provided that you shall be responsible for ensuring that, as between an End User, you, and HappyML: (i) HappyML will at all times retain ownership of all of its intellectual property (as further described in the Section entitled “Intellectual Property” below) and End Users are granted no rights to such intellectual property, (ii) HappyML makes no direct or implied warranties to End Users, (iii) you shall not make any representation or warranties to End Users with respect to the Service, other than the representation that you have the necessary rights to allow End Users to use the Service, (iv) HappyML is the direct and intended beneficiary of Your Terms, and (v) HappyML will not be liable in any way to End Users, either directly or indirectly. As between HappyML and you, you are responsible for ensuring that End Users do not communicate information in violation of law using the Service, and for advising them against transmitting sensitive information using the Service, including but not limited to health/medical information or personally identifiable information of minors.

5. Intellectual Property

Your Rights

Subject to the terms and conditions of this Agreement (including any restrictions on any applicable authorization or order form), you are hereby granted a non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service solely for your own internal use. HappyML reserves all rights not expressly granted herein in the Service. Except as expressly set forth herein, no rights or licenses are granted to you under this Agreement, whether by implication, estoppel, or otherwise.

Company Rights

User Content

You expressly grant, and you represent and warrant that you have all rights necessary to grant, to HappyML, a royalty-free, fully paid-up, sublicensable (through multiple tiers of sublicensees), transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, distribute, modify, reproduce, publicly display, publicly perform, and create derivative works of any information, data, materials, photographs, images, or content you provide to HappyML (“User Content”) for the purposes of (a) providing the Service, or (b) developing, maintaining, supporting, or improving the Service. You agree that HappyML may store User Content in order to provide the Service. HappyML aggregates User Content with other data and also collects technical information and data about your use of the Service. You expressly agree that HappyML may use any aggregated and anonymized data for any purpose during or after the term of this Agreement, including, without limitation, to develop and improve the Service or other HappyML services and products. For more information about HappyML’s policies related to personal data, please see HappyML’s Privacy Policy located here: www.happymml.com/privacy

Feedback and Improvements You may choose to or we may invite you to submit comments, suggestions, feedback, or ideas about the Service, including, without limitation, about how to improve the Service or our products (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction. We are free to use the Feedback without any additional compensation to you, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. HappyML will

be free to use, disclose, reproduce, license, distribute, modify, perform, display, and exploit the Feedback you provide, without any restriction of any kind on account of intellectual property rights or otherwise. You further acknowledge that, by acceptance of your submission, HappyML does not waive any rights to use similar or related ideas previously known to HappyML, or developed by its employees, or obtained from sources other than you.

Proprietary Rights

The Service is owned and operated by HappyML, and the Service (and any intellectual property and other rights relating thereto) is and will remain the property of HappyML and its licensors and suppliers. The Service is protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable. The Service may be used solely (a) to the extent permitted in this Agreement or (b) as expressly authorized in writing by authorized representatives of HappyML or, if so indicated in writing by HappyML, its licensors or suppliers. Use of the Service for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Service. The trademarks, logos, and service marks displayed on the Service (collectively, the “Company Trademarks”) are the registered and unregistered trademarks of HappyML, HappyML’s licensors and suppliers, and/or others. Nothing contained in this Agreement or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Company Trademark(s) without the express written permission of HappyML, HappyML’s licensors or suppliers, or the third-party owner of any such Company Trademark. Subject to the rights granted to HappyML in this Agreement, as between you and HappyML, you retain all right, title, and interest in and to your User Content.

6. Fees

HappyML reserves the right to charge fees for your use of the Services, as described during the account registration process or when making changes to your account plan (“Fees”). You agree to pay such Fees in accordance with the terms set forth in such account registration or change to account plan.

All Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such applicable taxes, levies, or duties associated with your use of the Services. You agree to pay for any such taxes that might be applicable to your use of the Services and payments made by you herein.

HappyML reserves the right, in HappyML’s sole discretion, to change published prices without notice. Furthermore, we reserve the right to change the Fees for the Services tied to your account upon thirty (30) days advance notice of the applicability of such change to the Fees and shall not apply to Fees already charged to your account.

7. Third-Party Links

The Service may contain links to other websites for your convenience. We do not control the linked websites or the content provided through such websites, and we have not reviewed, in their entirety, such websites. Your use of linked websites is subject to the privacy practices and terms of use established by the specific linked website, and we disclaim all liability for such use. The fact that we offer such links does not indicate any approval or endorsement by us of any linked website or any material contained on any linked website, and we disclaim any such approval or endorsement.

8. No Use by Children Under 13

You hereby affirm that you are over the age of thirteen (13), as the Service is not intended for children under 13. If you are under 13 years of age, then you may not use the Service. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

9. Term & Termination

This Agreement is effective from the date on which you first access the Service or submit any User Content to HappyML, whichever is earlier, and shall remain effective until terminated in accordance with its terms. HappyML may immediately terminate this Agreement, and/or your access to and use of the Service, or any portion thereof, at any time and for any reason, with or without cause, without prior notice. HappyML may also terminate this Agreement immediately if you fail to comply with any term or provision of this Agreement. Upon termination of this Agreement by either party, your right to use the Service shall immediately cease and you shall cease all use of the Service. Upon termination or expiration of this Agreement for any reason, Sections 1, 2, 3, 5(B), 5(C) and 7–23 shall survive.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, or any part or portion thereof. Nothing in this Agreement shall be construed to obligate HappyML to maintain and support the Service, or any part or portion thereof, during the term of this Agreement.

10. Disclaimers

THE SERVICE IS PROVIDED “AS IS” AND “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE SERVICE IS CURRENT AND/OR UP-TO-DATE ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

THERE IS NO WARRANTY, REPRESENTATION, OR GUARANTEE THAT THE SERVICE, OR YOUR USE OF THE SERVICE, WILL BE UNINTERRUPTED, COMPLETE, ACCURATE, CURRENT, RELIABLE, ERROR-FREE, SECURE, OR THAT ANY PROBLEMS WILL BE CORRECTED, OR THAT THE SERVICE, OR ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM THE SERVICE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE SERVICE AND YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE, AND YOUR RELIANCE THEREON.

11. Limitation of Liability

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER HAPPYML NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SERVICE, AND/OR ANY LINKED WEBSITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. HAPPYML'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). NEITHER HAPPYML NOR ANY OF ITS LICENSORS, SPONSORS, AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES WILL HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, EXPENSES, OR OTHER LIABILITY INCURRED BY YOU AS A RESULT OF ANY INACCURACY, INCOMPLETENESS, OR MISREPRESENTATION OF ANY INFORMATION, CONTENT, POSTINGS, OR SUBMISSIONS PROVIDED OR POSTED ON THE SERVICE BY THIRD PARTIES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

12. Indemnification

You (and also any third party for whom you operate an account on the Service) agree to fully indemnify, defend (at HappyML's request), and hold HappyML, our licensors, suppliers, agents, successors, and assigns, and our and their directors, officers, employees, consultants, and other representatives (collectively, the "Company Parties") harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from: (a) your actual or alleged breach of this Agreement; (b) any allegation that any User Content or other materials you submit to us or transmit to the Service infringe, misappropriate, or otherwise violate the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third party; (c) your activities in connection with the Service or other websites to which the Service is linked; (d) your negligence or willful misconduct; (e) your use of the results, content, data, or information provided via the Service; (f) any service or product offered by you in connection with or related to your use of the Service; and/or (g) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities.

13. Jurisdictional Issues

HappyML makes no representation that the Service operates (or is legally permitted to operate) in all geographic areas, or that the Service is appropriate or available for use in other locations. Accessing the Service from territories where the Service or any content or functionality of the Service or portion thereof is illegal is expressly prohibited. If you choose to access the Service, you agree and acknowledge that you

do so on your own initiative and at your own risk, and that you are solely responsible for compliance with all applicable laws. The Service is a global service and, in some cases, the Service may be operated from the United States. If you are located outside of the United States and choose to use the Service or provide your User Content to us, your User Content may be transferred, processed, and stored in the United States. U.S. privacy laws may not be as protective as those in your jurisdiction. Your agreement to the terms of this Agreement followed by your submission of your User Content in connection with the Service represents your agreement to this practice. If you do not want your User Content transferred to or processed or stored in the United States, you should not use the Service.

14. Digital Millennium Copyright Act Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through our Services, please notify our copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (“DMCA”). For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim is being infringed;
- Identification of the material that is claimed to be infringing and where it is located;
- Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

Our designated copyright agent to receive notifications of claimed infringement can be reached as follows:

legal@happyml.com

OR

HappyML, LLC
Copyright Agent
4211 Meadow Ridge Drive
Carrollton, TX 75010

15. Privacy

We take your privacy seriously. You can view our full explanation of how we handle your privacy on our dedicated privacy policy page (the “Privacy Policy”).

16. Cancellation

You are solely responsible for properly canceling your paid subscription. An email, phone, chat, or written request to cancel your paid subscription is not considered cancellation. You may cancel your paid subscription at any time by clicking on the “billing” link on the dashboard when logged in. The billing

page provides a link to cancel your account. The cancellation of your paid subscription will occur at the end of your current paid up period. Upon cancellation or otherwise, you may request that your data be destroyed. The destruction of your data will follow the terms of our Privacy Policy.

17. Refunds

HappyML is not obligated to provide refunds or credits for partial months or years of the Services, upgrades or downgrades, or unused time during your subscription. If HappyML materially breaches these Terms and fails to cure this breach within thirty (30) days of receiving written notice from you of such breach, HappyML will refund the proportion of the pre-paid fees attributable to the period after the breach. If you terminate your account in the event of a suspension for more than 5 business days or discontinuance of the Services, you will be entitled to a refund of the proportion of pre-paid fees attributable to the period after termination.

18. Notice for California Users

Under California Civil Code Section 1789.3, California Service users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

19. Choice of Law and Forum

This Agreement and your relationship with HappyML Parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without regard to its conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

The parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in Dallas, Texas and you consent to the exclusive jurisdiction of the federal or state courts located in Dallas, Texas.

20. U.S. Government Restricted Rights

The Service shall be deemed “commercial computer software” pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Service by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

21. Apple

The provisions in this Section 21 will apply if you access or download the Services using the Apple App Store.

This Agreement is between you and HappyML only, and not with Apple, Inc. (“Apple”). Apple is not responsible for the Service nor your use or possession thereof. The license grant in Section 5 is conditioned on you accessing and using the service solely on an Apple device that was sold to you or that you control and in accordance with the terms and conditions of the App Store Terms of Service as of the

Effective Date found here: <http://www.apple.com/legal/internet-services/itunes/us/terms.html> (“App Store Terms of Service”). In case of a conflict between this Agreement and the App Store Terms of Service the terms of the App Store Terms of Service shall prevail.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

Without limiting any of HappyML’s rights herein, Apple is not responsible for addressing any claims of you or a third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; or (iv) any third party claim that the Services or your possession and use of the Service infringes a third party’s intellectual property rights. Apple will not be responsible for either the investigation, defense, settlement or discharge of any such claims.

Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

22. Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. This is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and us with respect to such subject matter. This Agreement may not be changed, waived, or modified except by a written instrument signed by HappyML. If any employee of HappyML offers to modify this Agreement, he or she is not acting as an agent for HappyML or speaking on HappyML’s behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of HappyML or anyone else purporting to act on HappyML’s behalf. Except as otherwise set forth in this Agreement, this Agreement is between you and HappyML; there are no third-party beneficiaries. You are responsible for compliance with all applicable laws and regulations, including, but not limited to, United States export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. Neither this Agreement nor any right, obligation, or remedy hereunder is assignable, transferable, delegable, or sublicensable by you except with HappyML’s prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. HappyML may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Except as explicitly stated otherwise, legal notices shall be served on HappyML at legal@happyml.com (in the case of HappyML) or to the e-mail address you have

designated on your Account (in your case). Notice to you shall be deemed given 24 hours after the e-mail is sent. Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

The Service is Operated By HappyML, LLC.