Privacy Policy

Website: myhappyit.com
Effective Date: October 12, 2026

1. INTRODUCTION AND SCOPE

1.1 **Operator of the Website.** My Happy IT Inc., a business management company ("My Happy IT," the "Company," "we," "us," or "our"), owns and operates the website located at myhappyit.com, including every page, subdomain, feature, form, and item of content made available through it (collectively, the "Website").

1.2 **Purpose and scope.** This Privacy Policy (the "Policy") describes the manner in which we collect, use, disclose, retain, and otherwise process information in connection with the Website and with communications directed to us by email, telephone, mail, or any other channel concerning the Website or a prospective or existing business relationship with us.

1.3 **Nature of this Policy.** This Policy is a notice of our practices. To the fullest extent permitted by law, it does not constitute a contract and does not create contractual rights or obligations.

1.4 **Relationship to the Terms of Use.** Access to and use of the Website are governed by our Terms of Use, as posted on the Website (the "Terms"). Capitalized terms used but not defined in this Policy have the meanings assigned to them in the Terms. Section 16 of this Policy addresses the application of the Terms to privacy matters.

1.5 **Definition of personal information.** "Personal information" means information that identifies, relates to, describes, or is reasonably capable of being associated with a particular individual, as defined by applicable law. The term excludes aggregated, de-identified, and anonymized information, and publicly available information to the extent excluded by applicable law.

1.6 **Acknowledgment.** By accessing or using the Website, or by providing information to us, you acknowledge that you have read and understood this Policy. If you do not agree with this Policy, you must refrain from using the Website and from providing information to us.

1.7 **Information concerning other individuals.** If you provide information concerning another individual, you represent that you are authorized to do so and to permit us to process that information in accordance with this Policy.

2. EXCLUSIONS FROM THIS POLICY

This Policy does not apply to the following:

(a) **Affiliate offerings.** The websites, products, services, software, and platforms of our current and future parents, subsidiaries, affiliates, divisions, brands, and businesses under common ownership, control, or management (collectively, our "Affiliates"), each of which is governed by its own terms and privacy notices.

(b) **Information processed on behalf of others.** Information that we process on behalf of a client, an Affiliate, or another organization in the capacity of service provider, processor, business associate, or agent, which is governed by that organization's privacy notice and by our written agreement with it.

(c) **Regulated information.** Information subject to sector-specific law, including protected health information under the Health Insurance Portability and Accountability Act and nonpublic personal

information under the Gramm-Leach-Bliley Act, which is governed by the notices and agreements applicable to it.

(d) **Workforce information.** Information concerning our job applicants, employees, and independent contractors, which is addressed in separate notices where required by law.

(e) **Third-party properties.** Websites, platforms, and services that we do not own or control, which are governed by the terms and policies of their respective operators.

3. INFORMATION WE COLLECT

3.1 **General.** We collect information directly from you, automatically through the Website, and from other sources, as described in this Section 3. The information collected depends on the nature of your interaction with us. The inclusion of a category below does not indicate that we collect that category of information from every individual.

3.2 **Information you provide.** We collect information that you provide to us, including the following:

(a) **Identifiers and contact details:** name, company, job title, email address, telephone number, and postal address.

(b) **Inquiry content:** the topic selected, the content of your message, any attachments, and any other information submitted through the contact form on the Website or by email, telephone, mail, in person, or any other channel.

(c) **Business and professional information:** your organization, your role, your business requirements, and details of any proposed or existing consulting, partnership, vendor, or other business relationship.

(d) **Transaction and relationship records:** contracts, invoices, billing contacts, and payment records relating to services provided or received by us. The Website itself does not accept or process payments.

(e) **Communications records:** the content, dates, and history of your communications with us and, where permitted by law and subject to any required notice or consent, recordings or transcripts of calls and meetings.

(f) **Preferences and feedback:** communication preferences, survey responses, suggestions, and comments.

(g) **Other information:** any other information that you elect to provide.

3.3 **Information collected automatically.** When you access the Website, we and our service providers may automatically collect the following:

(a) **Device and network information:** IP address, browser type and version, operating system, device type, language settings, and general location derived from IP address.

(b) **Usage information:** pages requested, referring and exit pages, dates and times of access, links selected, the page from which a form was submitted, and error and diagnostic data.

(c) **Security and anti-abuse information:** data used to detect spam, automated traffic, and misuse, such as hidden form fields, submission timing, and rate-limiting records, which may include hashed or truncated IP addresses.

(d) **Cookies and similar technologies:** information collected through the technologies described in Section 4.

3.4 **Information from other sources.** We may obtain information about you from: (a) our Affiliates; (b) clients, partners, vendors, referral sources, and your employer or colleagues; (c) service providers that support hosting, security, analytics, and communications; and (d) publicly available sources, professional networking platforms, business directories, and commercial data providers.

3.5 **Combination of information.** We may combine information obtained from any of the foregoing sources and process the combined information in accordance with this Policy.

4. COOKIES, ANALYTICS, AND SIMILAR TECHNOLOGIES

4.1 **Use of technologies.** We and our service providers may use cookies, pixels, tags, scripts, log files, local storage, and similar technologies to operate and secure the Website, retain preferences, measure traffic, analyze use of the Website, and support our communications and business development activities.

4.2 **Modification of technologies.** The technologies in use may change from time to time. We may add, replace, or discontinue any technology in our discretion and will update this Policy where required by law.

4.3 **Third-party collection.** Third parties that provide these technologies may collect information about your online activities over time and across different websites when you use the Website.

4.4 **Browser controls.** Most browsers permit you to refuse or delete cookies through their settings. Doing so may impair the functionality of certain parts of the Website. Analytics and advertising providers may also make their own opt-out mechanisms available.

4.5 **Do Not Track.** There is no uniform standard for browser "Do Not Track" signals, and the Website does not respond to them.

4.6 **Opt-out preference signals.** As stated in Section 6.1, we do not sell personal information or share it for cross-context behavioral advertising. Where applicable law requires us to honor an opt-out preference signal, such as Global Privacy Control, we will process that signal as required by that law.

5. USE OF INFORMATION

To the extent permitted by law, we may use information for the following business and commercial purposes:

(a) **Responding and communicating:** to review, route, respond to, and follow up on inquiries.

(b) **Business relationships:** to evaluate, establish, perform, and administer consulting, partnership, vendor, and other business relationships, including contracting, billing, and collections.

(c) **Coordination among our businesses:** to refer an inquiry to the Affiliate best positioned to address it and to coordinate activities among the businesses we operate.

(d) **Operations and improvement:** to operate, maintain, troubleshoot, analyze, and improve the Website, our services, and our internal operations, and to research and develop new services and lines of business.

(e) **Marketing and business development:** to provide information about us and our Affiliates, including services, updates, and events, subject to your elections under Section 8 and to applicable law.

(f) **Security, integrity, and enforcement:** to monitor use of the Website; to detect and prevent spam, fraud, abuse, security incidents, and other harmful or unlawful activity; and to investigate violations of, and enforce, the Terms and our other agreements.

(g) **Legal and regulatory compliance:** to comply with applicable laws, regulations, legal process, and governmental requests; to satisfy tax, accounting, audit, insurance, and record-keeping requirements; and to establish, exercise, or defend legal claims.

(h) **Corporate transactions:** to evaluate, negotiate, or complete a merger, acquisition, financing, reorganization, sale of assets, or similar transaction.

(i) **Aggregation and de-identification:** to create aggregated, de-identified, or anonymized information, which we may use and disclose for any lawful purpose.

(j) **Other purposes:** for any purpose disclosed at the time of collection, any purpose to which you consent, and any other purpose permitted by law.

6. DISCLOSURE OF INFORMATION

6.1 **No sale of personal information.** We do not sell personal information for monetary consideration, and we do not share personal information with third parties for cross-context behavioral advertising.

6.2 **Categories of recipients.** We may disclose information to the following categories of recipients:

(a) **Affiliates:** for the purposes described in this Policy, including to enable the appropriate business to respond to you.

(b) **Service providers and contractors:** persons that perform services on our behalf, including website hosting, email, information technology support, security, analytics, customer relationship management, communications, payment processing, and administrative support.

(c) **Professional advisors:** attorneys, accountants, auditors, insurers, financial institutions, and consultants.

(d) **Business partners:** partners, vendors, and other organizations, at your request or where reasonably necessary to respond to your inquiry or to provide a service.

(e) **Parties to a corporate transaction:** actual or prospective acquirers, investors, lenders, successors, and their respective advisors, in connection with a merger, acquisition, financing, reorganization, sale of all or a portion of our assets, bankruptcy, or dissolution, including during due diligence. Information that we hold may be transferred as a business asset in any such transaction.

(f) **Authorities and other parties for legal purposes:** courts, regulators, law enforcement authorities, and other parties, where we believe that disclosure is required by law or legal process, or is appropriate to protect the rights, property, or safety of any Company Party or of others, to investigate fraud, security incidents, or misuse, or to enforce the Terms and our other agreements. Where permitted by law, we may make such disclosures without notice to you.

(g) **Other parties:** any other person, at your direction or with your consent.

6.3 **Aggregated and de-identified information.** We may use and disclose aggregated, de-identified, or anonymized information without restriction.

7. SENSITIVE INFORMATION AND SUBMISSIONS

7.1 **Prohibited content.** The Website is a general business website and is not designed or intended to receive sensitive or confidential information. You must not send us, through the Website or by email, any passwords or access credentials, payment card or bank account details, Social Security or other government identification numbers, health or patient information (including protected health information), biometric, genetic, or precise location information, information concerning children, trade secrets, or any information that you or any other person regards as confidential.

7.2 **Assumption of risk.** Any such information that you elect to send is sent at your sole risk. You consent to our processing of that information to the extent necessary to address your communication, and we may delete it. No business associate, confidentiality, non-disclosure, or data processing agreement arises from your use of the Website.

7.3 **Submissions.** Submissions are governed by Section 11 of the Terms. Except with respect to personal information, which we process in accordance with this Policy, each Submission is non-confidential and non-proprietary.

7.4 **No relationship created.** As provided in Section 6 of the Terms, neither the transmission of a message to us nor the receipt of a reply from us establishes a client relationship or any advisory, fiduciary, or other relationship.

8. COMMUNICATIONS AND MARKETING PREFERENCES

8.1 **Communications from us.** We may contact you by email, telephone, mail, or other means using the contact details you have provided. Such communications may include responses to your inquiries, administrative and relationship communications, and, where permitted by law, marketing communications concerning us and our Affiliates.

8.2 **Electronic communications.** As provided in Section 12 of the Terms, you consent to receive communications from us electronically, including by email or by posting on the Website.

8.3 **Marketing email opt-out.** You may opt out of marketing email at any time by using the unsubscribe mechanism included in the message or by contacting us as provided in Section 18. Opt-out requests will be given effect within ten (10) business days.

8.4 **Non-marketing communications.** An opt-out from marketing does not apply to non-marketing communications, including responses to your requests and notices concerning an existing relationship or a legal matter.

8.5 **Text messages and telephone calls.** We do not send marketing text messages or place marketing calls using automated technology without the consent required by applicable law.

9. RETENTION

9.1 **Retention period.** We retain information for as long as reasonably necessary to fulfill the purposes described in this Policy, and for any longer period permitted or required by law. Those purposes include responding to you, maintaining business relationships and records, satisfying legal, tax, and accounting obligations, resolving Disputes, enforcing our agreements, and protecting the security of the Website.

9.2 **Retention criteria.** In determining the applicable retention period, we consider the nature and sensitivity of the information, our relationship with you, applicable legal requirements, limitation periods, and any pending or anticipated Dispute or investigation.

9.3 **Correspondence and logs.** Email and other correspondence may be retained as business records without a fixed retention period. Server logs and security data are retained in accordance with our standard practices and those of our hosting provider.

9.4 **No obligation to retain.** We are under no obligation to retain any information for any particular period. We may delete or de-identify information at any time, and residual copies may persist in backup or archival systems for a period thereafter.

10. SECURITY

10.1 **Safeguards.** We maintain reasonable administrative, technical, and physical safeguards designed to protect the information we hold, having regard to its nature. The Website uses HTTPS to encrypt information transmitted between your browser and the web server.

10.2 **No guarantee of security.** No method of transmission or storage is completely secure, and email in particular may not be encrypted at every stage of transmission. We do not guarantee or warrant the security of any information, and, to the fullest extent permitted by law, any information you transmit to us is transmitted at your own risk.

10.3 **Your responsibilities.** You are solely responsible for your own devices, software, internet access, security protections, credentials, and data backup.

10.4 **Incident notification.** Where applicable law requires us to notify you of a security incident, we may do so by email, mail, telephone, notice posted on the Website, or any other method permitted by law.

10.5 **Reporting security concerns.** Security concerns may be reported to us as provided in Section 18.

11. UNITED STATES PROCESSING; INTERNATIONAL VISITORS

11.1 **United States website.** The Website is operated from the United States and is intended for users located in the United States. We do not direct or market the Website to individuals located in the European Economic Area, the United Kingdom, Switzerland, or any other jurisdiction outside the United States.

11.2 **Location of processing.** Information is processed and stored in the United States and in any other location in which we, our Affiliates, or our service providers operate. The laws of those locations may differ from, and may afford less protection than, the laws of your place of residence.

11.3 **Access from outside the United States.** If you access the Website from outside the United States, you do so on your own initiative, and you acknowledge that the information you provide will be transferred to, received, and processed in the United States. To the extent permitted by law, you consent to that transfer.

11.4 **Application of non-U.S. law.** To the extent that a privacy law of a jurisdiction outside the United States applies to our processing of your information, we rely on the legal bases available under that law, including our legitimate interests in operating our business and responding to you, the performance of a contract, compliance with legal obligations, and, where required, your consent. You may contact us as provided in Section 18 to exercise any rights afforded to you by that law.

12. PRIVACY RIGHTS AND CHOICES

12.1 **Rights that may be available.** Depending on your place of residence, and subject to applicable exceptions, you may have some or all of the following rights:

(a) to confirm whether we process your personal information and to access it;

(b) to correct inaccurate personal information;

(c) to delete personal information;

(d) to obtain a portable copy of personal information;

(e) to opt out of the sale of personal information, targeted advertising, and certain profiling;

(f) to limit the use of sensitive personal information;

(g) to withdraw consent previously given; and

(h) to be free from retaliation for exercising a right conferred by law.

12.2 **Limitations.** These rights are not absolute. They are available only where conferred by a law that applies both to you and to us. Many privacy laws apply only to businesses that satisfy specified size or activity thresholds, and many exclude information collected in a business-to-business context. We will honor requests to the extent required by law. Where the law does not require us to act on a request, we may grant or decline it in our discretion.

12.3 **Submitting a request.** Requests may be submitted to the email or mailing address set out in Section 18 or through the contact form on the Website. Each request should specify the right you wish to exercise, your state or country of residence, and sufficient detail to enable us to locate your information.

12.4 **Verification and authorized agents.** We may verify your identity and authority before acting on a request and may require additional information for that purpose. Where a request is submitted by an authorized agent, we may require written evidence of the agent's authority and may confirm the request with you directly.

12.5 **Response.** We will respond within the period required by applicable law and may extend that period where the law permits. To the extent permitted by law, we may decline a request that:

(a) we are unable to verify;

(b) is manifestly unfounded, excessive, or repetitive;

(c) would adversely affect the rights, privacy, or safety of another person;

(d) would require the disclosure of privileged, confidential, or security-sensitive information; or

(e) conflicts with a legal obligation or falls within a statutory exception.

12.6 **Fees and retained information.** Where permitted by law, we may charge a reasonable fee for requests that are excessive or repetitive. Following a deletion request, we may retain information necessary to complete a transaction, maintain security, comply with law, or establish, exercise, or defend legal claims.

12.7 **Appeals.** If we decline your request and the law of your place of residence affords a right of appeal, you may appeal by replying to our decision with "Privacy Appeal" in the subject line. We will respond within the period required by that law. If your appeal is denied, you may contact the attorney general of your state.

12.8 **Requests are not legal notices.** A request under this Section 12 does not constitute a Notice of Dispute or any other legal notice under the Terms. Such notices must be delivered in the manner required by the Terms.

13. STATE-SPECIFIC NOTICES

13.1 **Application.** This Section 13 supplements the remainder of this Policy for residents of the states identified below. It applies only to the extent that the laws referenced apply to us and to you.

13.2 **Requests not to sell.** We do not sell personal information. Where applicable state law entitles you to direct us not to sell personal information that we have collected or will collect about you, you may nonetheless submit a verified request to that effect. Such requests should be sent to our designated request address, info@myhappyit.com, with the subject line "Do Not Sell Request." You may also ask to review, and to request changes to, personal information collected through the Website by following the procedure in Section 12.3.

13.3 **California online privacy disclosures.** The categories of information we collect are set out in Section 3. The categories of parties to which we may disclose that information are set out in Section 6. Our treatment of Do Not Track signals, and the potential for third-party collection of information about your online activities, are addressed in Section 4. The manner in which we give notice of changes to this Policy is set out in Section 17.

13.4 **California Shine the Light.** California residents may request information concerning our disclosures, if any, of personal information to third parties for those parties' own direct marketing purposes during the preceding calendar year. Such requests should be sent to the address set out in Section 18 with the subject line "California Shine the Light Request."

13.5 **California Consumer Privacy Act.** The California Consumer Privacy Act applies only to businesses that satisfy specified thresholds. To the extent that it applies to us:

(a) the categories of personal information we collect, and the sources of that information, are described in Section 3 and correspond to identifiers, customer records, commercial information, internet or network activity, professional information, and general location;

(b) the purposes for which we collect and use personal information are described in Section 5;

(c) the categories of recipients to which we disclose personal information for business purposes are described in Section 6;

(d) we do not sell personal information or share it for cross-context behavioral advertising, and we have no actual knowledge that we sell or share the personal information of any individual under 16 years of age;

(e) we do not use or disclose sensitive personal information for purposes that would give rise to a right to limit its use;

(f) our retention practices are described in Section 9; and

(g) California residents may exercise the rights to know, delete, correct, and opt out, and the right to be free from discrimination for doing so, in accordance with Section 12.

13.6 **Other states.** Residents of other states that have enacted consumer privacy laws may have rights comparable to those described in Section 12.1, to the extent those laws apply to us. We do not sell personal data, process personal data for targeted advertising, or engage in profiling that produces legal or similarly significant effects, as those terms are defined in those laws.

14. CHILDREN

14.1 **Adults only.** The Website is intended for business audiences and for adults. You must be at least 18 years of age to use the Website or to submit information through it. The Website is not directed to children, and we do not knowingly collect personal information from children under 13 years of age.

14.2 **Information received from a child.** If you believe that a child has provided personal information to us, please contact us as provided in Section 18. If we become aware that we hold such information, we will delete it as required by law.

15. THIRD-PARTY WEBSITES AND SERVICES

The Website may contain links to, or operate in conjunction with, websites, content, and services operated by third parties, including our Affiliates. We do not control, endorse, or assume responsibility for the content, security, or privacy practices of those third parties. Their own terms and policies apply, and you should review them before providing any information.

16. DISPUTES; APPLICATION OF THE TERMS OF USE

16.1 **Application of the Terms.** Any Dispute concerning this Policy, privacy, or data in connection with the Website is subject to Sections 17 through 23 of the Terms. Those Sections contain, among other provisions, a disclaimer of warranties, limitations of liability, a mandatory informal dispute resolution procedure, an agreement to binding individual arbitration, a class action and jury trial waiver, a governing law provision, an exclusive venue provision, and a one-year limitation period for bringing claims. You should review those Sections carefully.

16.2 **No warranty; no third-party rights.** Except as required by law, this Policy does not create any warranty or guarantee and does not confer rights on any person.

16.3 **Other agreements and notices.** Where you are party to a separate written agreement signed by our authorized representative, or where we provide a more specific privacy notice in connection with a particular service or interaction, that agreement or notice governs as to its subject matter.

16.4 **Non-waivable rights.** Nothing in this Policy limits any right that cannot lawfully be waived or limited, or restricts your ability to contact a governmental regulator.

16.5 **Interpretation.** Headings are included for convenience only and do not affect interpretation. The word “including” means “including without limitation.” The English-language version of this Policy prevails over any translation.

17. AMENDMENTS TO THIS POLICY

17.1 **Right to amend.** We may amend this Policy at any time, in our sole discretion, by posting a revised version on the Website bearing a new Effective Date. A revised Policy takes effect on the Effective Date stated in it, unless otherwise required by law.

17.2 **Material changes.** We will give notice of any material change by posting the revised Policy on the Website. Where the law requires additional measures, such as direct notice or consent, we will comply with those requirements.

17.3 **Continued use.** Your continued use of the Website after a revised Policy takes effect constitutes your acknowledgment of the revised Policy. You are encouraged to review this Policy each time you use the Website.

18. CONTACT INFORMATION

Inquiries concerning this Policy, and requests under Section 12 or Section 13, may be directed to us by email or by mail:

My Happy IT Inc.
Attention: Privacy
1805 N. Carson Street, Suite X
Carson City, NV 89701
Email: info@myhappyit.com