MY HAPPY IT INC.

Terms of Use

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

1. AGREEMENT TO THESE TERMS

1.1 **Binding agreement.** These Terms of Use (the "Terms") are a binding legal agreement between you and My Happy IT Inc., a business management company ("My Happy IT," the "Company," "we," "us," or "our"). They govern your access to and use of the website located at myhappyit.com, including every page, subdomain, feature, form, and item of content made available through it (together, the "Website").

1.2 **Acceptance.** By accessing, browsing, or otherwise using the Website, or by sending us a message through the Website, you acknowledge that you have read and understood these Terms and you agree to be bound by them. If you do not agree to all of these Terms, you are not authorized to use the Website and you must stop using it immediately.

1.3 **Who "you" are.** "You" means the individual using the Website and any company, organization, or other person on whose behalf that individual uses the Website. If you use the Website on behalf of an organization, you represent and warrant that you have authority to bind that organization to these Terms, and both you and the organization are bound by them.

1.4 **Company Parties.** In these Terms, "Company Parties" means My Happy IT Inc. and its current and future parents, subsidiaries, affiliates, divisions, brands, and businesses, together with each of their respective owners, shareholders, directors, officers, employees, contractors, agents, representatives, licensors, service providers, successors, and assigns.

2. ELIGIBILITY

2.1 **Adults only.** The Website is intended for business audiences and for adults. You must be at least 18 years old and legally able to enter into a binding contract to use the Website. The Website is not directed to children, and no one under 18 may use it or send information through it.

2.2 **No prohibited users.** You may not use the Website if applicable law prohibits you from doing so, or if we have previously suspended or blocked your access.

3. SCOPE OF THESE TERMS; SEPARATE AGREEMENTS

3.1 **Website only.** These Terms apply only to the Website. They do not govern any product, service, software, platform, or engagement offered by My Happy IT or by any business that My Happy IT owns, operates, manages, or advises. Each of those is governed solely by its own terms, policies, and written agreements.

3.2 **Separate written agreements control.** If you enter into a separate written agreement signed by an authorized representative of My Happy IT (for example, a consulting or services agreement), that agreement governs its subject matter and controls if it conflicts with these Terms on that subject matter. These Terms continue to govern your use of the Website.

3.3 **No amendment by Website content.** Nothing on the Website amends, supplements, waives, or adds to any term of a separate written agreement.

4. CHANGES TO THESE TERMS AND TO THE WEBSITE

4.1 **Changes to these Terms.** We may revise these Terms at any time, in our sole discretion, by posting an updated version on the Website with a new Effective Date. Revised Terms take effect on the Effective Date shown on them. Your continued use of the Website after revised Terms take effect is your acceptance of them. You are responsible for reviewing these Terms each time you use the Website.

4.2 **Pending disputes.** A change to Section 21 (Dispute Resolution) will not apply to a dispute of which we received written notice before the change was posted.

4.3 **Changes to the Website.** We may change, suspend, restrict, or discontinue all or any part of the Website at any time, without notice and without liability to you. We have no obligation to maintain, update, or correct the Website or any of its content.

5. INFORMATIONAL PURPOSES ONLY; NO PROFESSIONAL ADVICE; NO RELIANCE

5.1 **General information only.** The Website provides general information about My Happy IT and the industries in which it operates. Nothing on the Website is an offer to sell, a solicitation, a quotation, or a commitment to provide any product or service. Nothing on the Website is an offer of, or a solicitation for, any investment, security, franchise, business opportunity, or employment.

5.2 **No professional advice.** Nothing on the Website is legal, tax, accounting, financial, investment, medical, healthcare, regulatory, compliance, human resources, employment, technical, security, or other professional advice. You should consult your own qualified advisors before making any decision. You are solely responsible for your decisions and for the results of acting or not acting on anything found on the Website.

5.3 **No services through the Website.** The Website does not sell anything, does not accept or process payments, and does not itself provide healthcare technology, financial technology, payment, software, staffing, recruiting, consulting, or management services. References to those activities describe industries in general terms. They are not a representation that any particular product or service is available to you, is licensed or authorized in your jurisdiction, or is suitable for your needs.

5.4 **Healthcare technology.** No Company Party is a healthcare provider by reason of the Website. The Website does not provide medical advice, diagnosis, or treatment, and it is not designed or intended to receive, store, or transmit patient or protected health information. Your use of the Website does not create a business associate relationship or any other relationship under the Health Insurance Portability and Accountability Act or any similar law.

5.5 **Financial technology and payments.** The Website is not a bank, money transmitter, payment processor, lender, or financial institution, and it does not open accounts or hold, move, or settle funds. Nothing on the Website is an offer or commitment to provide payment acceptance, merchant, or other financial services. Any such service is available only from the appropriate entity, under its own written agreement, and subject to application, underwriting, approval, and applicable law.

5.6 **Business software.** No software is sold, licensed, or delivered through the Website. Any software offered by a Company Party is provided only under its own license or subscription terms.

5.7 **Staffing and recruiting.** The Website is not a job board or an application portal. Nothing on the Website is an offer of employment, a promise of placement, or a commitment to locate, supply, or hire any person. Any employer or candidate relationship arises only under separate written terms with the appropriate entity.

5.8 **Consulting and advisory work.** Descriptions of consulting and of typical work are illustrative only. They do not define the scope, deliverables, fees, or results of any engagement. An engagement exists only under a written agreement signed by an authorized representative of the relevant Company Party.

5.9 **Accuracy; no reliance.** Descriptions on the Website are general summaries. They may contain errors or omissions, may be out of date, and may change at any time without notice. Any reliance you place on the Website is strictly at your own risk.

5.10 **Statements of philosophy and intent.** Statements on the Website about how we work, our standards, our goals, our plans, or our expectations for the future are statements of general business philosophy and aspiration. They are not promises, guarantees, warranties, or representations of fact, they do not create any legal obligation, and actual results may differ. We do not guarantee any outcome, result, saving, or improvement.

6. NO RELATIONSHIP CREATED

6.1 **No relationship.** Using the Website, sending us a message, or receiving a reply from us does not create any client, customer, consulting, advisory, fiduciary, agency, partnership, joint venture, franchise, employment, vendor, or other relationship between you and any Company Party. Such a relationship can arise only under a written agreement signed by an authorized representative of the relevant Company Party.

6.2 **No duty to respond or engage.** We have no obligation to respond to any message or to respond within any period of time. We may decline any inquiry or prospective engagement for any lawful reason or for no reason.

6.3 **No binding statements.** No statement made on the Website, or in any reply to a message sent through the Website, binds any Company Party unless it is contained in a written agreement signed by an authorized representative of that Company Party.

7. OUR BUSINESSES AND AFFILIATES

7.1 **Separate businesses.** The Website refers to businesses operating in several industries. Those businesses may be operated through separate legal entities, divisions, or brands, each with its own customers, terms, licenses, and obligations.

7.2 **No guarantee or assumption of liability.** Nothing on the Website: (a) is a guarantee by My Happy IT Inc. of the obligations, debts, products, services, or performance of any other entity or business; (b) is an assumption by My Happy IT Inc. of the liabilities of any other entity; (c) makes My Happy IT Inc. a party to any contract between another entity and that entity's customers; or (d) alters or disregards the separate legal existence of any entity. Statements that My Happy IT "stands behind" or is "accountable" for its businesses describe its management role and its commitment to quality. They are not legal guarantees or undertakings to any person.

7.3 **Claims about a particular business.** Any claim relating to a product or service of a particular business must be brought solely against the entity that provides that product or service, under the

terms that govern it, and not under these Terms.

8. LIMITED LICENSE TO USE THE WEBSITE

8.1 **License.** Subject to your continuing compliance with these Terms, we grant you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and view the Website on your own device, and to print or download a reasonable number of pages solely for your own lawful, internal, informational reference, provided that you keep all copyright and other proprietary notices intact and do not modify the content.

8.2 **Linking.** You may link to the home page of the Website, provided that the link is fair and lawful, does not suggest any affiliation with or endorsement or sponsorship by us, does not frame or mirror the Website, and does not appear on any site that is unlawful, misleading, or offensive. We may withdraw this permission at any time.

8.3 **Reservation of rights.** All rights not expressly granted in these Terms are reserved. This license ends automatically, without notice, if you breach these Terms.

9. PROHIBITED CONDUCT

You agree that you will not do, attempt to do, or help or permit anyone else to do, any of the following:

(a) use the Website for any unlawful, fraudulent, deceptive, harassing, defamatory, or harmful purpose, or in violation of any law, regulation, or third-party right;

(b) copy, reproduce, republish, distribute, display, perform, modify, translate, create derivative works from, sell, license, or otherwise exploit any part of the Website, except as expressly permitted in Section 8;

(c) access, scrape, crawl, harvest, index, or extract any part of the Website by robot, spider, scraper, script, or other automated or bulk means, except that public search engines may crawl the Website, in compliance with our robots instructions, solely to create publicly available search results;

(d) use the Website or any of its content to train, fine-tune, test, ground, or develop any artificial intelligence or machine learning model, system, or dataset;

(e) probe, scan, or test the vulnerability of the Website or its hosting environment; breach or circumvent any security, authentication, rate-limiting, or spam-prevention measure; or access any non-public area, including any administration area;

(f) interfere with, disrupt, overload, or impair the Website or the servers or networks that support it, including by any denial-of-service activity;

(g) transmit any virus, malware, or other malicious or harmful code, file, or link;

(h) send spam, unsolicited advertising or promotional material, bulk or chain messages, or automated submissions through any form on the Website;

(i) impersonate any person or entity, misrepresent your identity or affiliation, or provide false or misleading contact information;

(j) submit content that is unlawful, threatening, abusive, obscene, defamatory, misleading, or infringing, or that violates anyone's privacy, publicity, or confidentiality rights;

(k) frame, mirror, or deep-link to the Website in a way that misleads anyone about its source or about your relationship with us;

(l) use our names, logos, or other marks, including in meta tags, hidden text, advertising keywords, domain names, or social media handles, without our prior written permission;

(m) remove, obscure, or alter any copyright, trademark, or other proprietary notice;

(n) reverse engineer, decompile, or disassemble any software or code used by the Website, except to the limited extent that applicable law prohibits this restriction;

(o) collect or harvest personal information about other people from the Website;

(p) use the Website to build or support a competing product or service, or for benchmarking or competitive analysis;

(q) use the Website in violation of any export control or sanctions law; or

(r) circumvent any block, suspension, or other restriction we place on your access.

10. INTELLECTUAL PROPERTY

10.1 **Ownership.** The Website and all of its content, including text, graphics, logos, designs, images, layout, look and feel, software, code, and the selection and arrangement of those items (the "Content"), are owned by My Happy IT or its licensors and are protected by United States and international copyright, trademark, trade dress, and other laws.

10.2 **Trademarks.** "My Happy IT," the My Happy IT logo, and all related names, logos, slogans, and designs are trademarks, service marks, or trade names of My Happy IT Inc. You may not use them without our prior written permission. All other names and marks that appear on the Website belong to their respective owners, and their appearance does not imply any endorsement or affiliation.

10.3 **No implied licenses.** Except for the limited license in Section 8, nothing in these Terms or on the Website grants you any right, title, license, or interest in the Website, the Content, or any intellectual property of any Company Party, whether by implication, estoppel, or otherwise. Unauthorized use may violate the law and may result in civil and criminal liability.

11. MESSAGES AND SUBMISSIONS

11.1 **Do not send sensitive or confidential information.** Do 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), trade secrets, or any information that you or anyone else considers confidential. The Website and email are not secure channels for that kind of information. Anything of that kind that you choose to send is sent at your sole risk. No business associate, confidentiality, non-disclosure, or data processing agreement arises from your use of the Website.

11.2 **Submissions are not confidential.** Except for personal information, which we handle as described in our Privacy Policy, anything you send us through the Website or in connection with it (a "Submission") is non-confidential and non-proprietary. We have no duty to keep a Submission confidential, to review it, to use it, to return it, or to pay you for it.

11.3 **License to ideas and feedback.** You grant us a worldwide, perpetual, irrevocable, royalty-free, fully paid, transferable, and sublicensable right to use, reproduce, modify, adapt, disclose, and otherwise exploit, for any purpose and without attribution or compensation, any ideas, suggestions, proposals,

feedback, and other non-personal content contained in a Submission. To the fullest extent permitted by law, you waive any moral rights in that content. You acknowledge that we may independently develop, or receive from others, ideas similar to yours, and you agree that you will have no claim against any Company Party on that basis.

11.4 **Your promises about Submissions.** You represent and warrant that each Submission is accurate, that you have the right to send it, that it does not violate any law or any right of any person, and that sending it does not breach any duty of confidentiality that you owe to anyone.

11.5 **Responding to you.** We may use the contact details you provide to respond to and follow up on your inquiry.

11.6 **Our discretion.** We may ignore, delete, or block any Submission. We may disclose a Submission where we believe disclosure is required by law or is appropriate to protect the rights, property, or safety of any Company Party or of others.

12. ELECTRONIC COMMUNICATIONS

By using the Website or sending us a message electronically, you consent to receive communications from us electronically, including by email or by posting on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that they be in writing. These Terms, formed electronically, have the same legal effect as a signed paper agreement.

13. PRIVACY

Our Privacy Policy, posted on the Website, describes how we handle information collected through the Website. Please review it. The Privacy Policy is a notice of our practices. To the fullest extent permitted by law, it is not a contract and does not create contractual rights or obligations. Any dispute concerning privacy or data in connection with the Website is subject to Sections 17 through 23 of these Terms.

14. THIRD-PARTY WEBSITES AND SERVICES

14.1 **Links.** The Website may contain links to websites, content, or services operated by others. Those links are provided for convenience only. We do not control, endorse, or assume any responsibility for any third-party website, content, product, service, or practice. You use them at your own risk and subject to the third party's own terms and policies.

14.2 **Service providers.** The Website depends on hosting, software, and network services supplied by others. To the fullest extent permitted by law, we are not responsible for the acts, omissions, outages, or failures of those providers.

15. MONITORING, ENFORCEMENT, AND SUSPENSION

15.1 **Our rights.** We may, but have no obligation to, monitor use of the Website, investigate any suspected violation of these Terms, and take any action we consider appropriate. That includes blocking addresses or devices, refusing or deleting messages, and restricting or ending your access, with or without notice, for any reason or for no reason, and without liability to you.

15.2 **Cooperation with authorities.** We may report suspected unlawful activity to, and cooperate with, law enforcement, regulators, and courts, and we may disclose information where the law requires or permits.

15.3 **Effect of breach.** Your right to use the Website ends immediately if you breach these Terms. Every provision of these Terms that by its nature should survive will survive the end of your right to use the Website.

16. SECURITY AND YOUR SYSTEMS

We do not guarantee that the Website, or any communication to or from it, is secure or free of viruses or other harmful components. You are solely responsible for your own devices, software, internet access, security protections, and data backup. Any information you transmit to us is transmitted at your own risk.

17. DISCLAIMER OF WARRANTIES

17.1 **As is.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND ALL CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND. THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

17.2 **No specific assurances.** WITHOUT LIMITING SECTION 17.1, THE COMPANY PARTIES DO NOT WARRANT THAT: (A) THE WEBSITE OR THE CONTENT IS ACCURATE, COMPLETE, RELIABLE, OR CURRENT; (B) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY DEFECT WILL BE CORRECTED; (D) THE WEBSITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (E) THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR (F) ANY MESSAGE YOU SEND WILL BE RECEIVED, READ, KEPT SECURE, OR ANSWERED.

17.3 **No warranty by statement.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ANY COMPANY PARTY OR THROUGH THE WEBSITE CREATES ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THAT COMPANY PARTY.

17.4 **Your risk.** YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

18. LIMITATION OF LIABILITY

18.1 **Excluded damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, NO COMPANY PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, DATA, OR USE, ANY COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, THESE TERMS, ANY SUBMISSION, ANY THIRD-PARTY WEBSITE OR SERVICE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR THE CONDUCT OF ANY THIRD PARTY.

18.2 **Cap on liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ALL COMPANY PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, OR THESE TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US $100).

18.3 **Scope of the limits.** THE LIMITS IN THIS SECTION 18 APPLY TO EVERY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, AND STATUTE. THEY APPLY EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS DO NOT ENLARGE THE LIMITS.

18.4 **Basis of the bargain.** The Website is provided to you free of charge. The disclaimers and limits in Sections 17 and 18 are a fair allocation of risk and an essential basis of these Terms. We would not make the Website available without them.

18.5 **Where limits are restricted.** Some jurisdictions do not allow certain disclaimers or limits. In those jurisdictions, the liability of the Company Parties is limited to the greatest extent the law permits. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

19. INDEMNIFICATION

19.1 **Your indemnity.** To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Company Parties from and against all claims, demands, actions, investigations, liabilities, damages, judgments, settlements, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, expert fees, and court and arbitration costs) arising out of or relating to: (a) your access to, use of, or misuse of the Website; (b) your breach or alleged breach of these Terms; (c) your Submissions; (d) your violation of any law or of any right of any person; or (e) your negligence, misconduct, or fraud.

19.2 **Control of the defense.** We may, at our option, assume the exclusive defense and control of any matter subject to indemnification by you, at your expense. You agree to cooperate fully with our defense. You may not settle any such matter without our prior written consent. This Section 19 survives the end of your use of the Website.

20. RELEASE

20.1 **Release.** To the fullest extent permitted by law, you release and forever discharge the Company Parties from all claims, demands, damages, losses, and liabilities of every kind, known or unknown, arising out of or relating to: (a) any third-party website, content, product, or service; (b) the acts or omissions of any third party, including other users and any hosting, software, or network provider; (c) your reliance on any Content; or (d) any interruption, suspension, or discontinuation of the Website or of your access to it.

20.2 **Unknown claims.** If you are a California resident, you waive California Civil Code Section 1542, which generally provides that a general release does not extend to claims that the releasing party does not know or suspect to exist in the releasing party's favor at the time of the release and that, if known, would have materially affected the settlement with the released party. You also waive any similar law of any other jurisdiction.

21. DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER

21.1 **Covered disputes.** "Dispute" means any dispute, claim, or controversy between you and any Company Party arising out of or relating to the Website, the Content, these Terms (including their formation, validity, enforceability, and scope), the Privacy Policy, any Submission, or any communication with us through or about the Website, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether it arose before or after you agreed to these Terms. "Dispute" is to be interpreted as broadly as the law allows.

21.2 **Mandatory informal resolution first.** Before starting an arbitration or a court proceeding, the party with a Dispute must send the other a written Notice of Dispute. Notices to us must be mailed to the address in Section 28, marked "Attention: Legal." Notices to you will be sent using the contact information you have given us. A Notice of Dispute must include the sender's name and contact information, a description of the facts and the legal basis of the Dispute, and the specific relief sought, and it must be personally signed by the party sending it. The parties will then negotiate in good faith for 60 days, including by at least one telephone or video conference if we request one. Completing this process is a condition that must be met before any arbitration or court proceeding may begin. Limitation periods and filing deadlines are paused during the 60-day period.

21.3 **Agreement to arbitrate.** If a Dispute is not resolved within the 60-day period, it will be resolved exclusively by final and binding individual arbitration, and not in court, except as stated in Section 21.9. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of this Section 21 and preempts any contrary state law.

21.4 **Rules and forum.** The arbitration will be administered by the American Arbitration Association ("AAA") before a single neutral arbitrator. The AAA Consumer Arbitration Rules apply if you are an individual who used the Website for personal, family, or household purposes. The AAA Commercial Arbitration Rules apply in every other case. In each case the rules apply as modified by these Terms. If the AAA is unavailable or unwilling to administer the arbitration, the parties will select another administrator, and if they cannot agree, a court will appoint one under the Federal Arbitration Act. The seat of the arbitration, and the place of any in-person hearing, is Carson City, Nevada, unless the applicable rules require another location or the parties agree otherwise. Where the rules permit, the arbitration may be conducted by telephone, by video, or on written submissions.

21.5 **Authority of the arbitrator.** The arbitrator has exclusive authority to resolve any dispute about the interpretation, applicability, enforceability, or formation of this Section 21, including whether a claim is subject to arbitration, except that only a court may decide the enforceability of Sections 21.7 and 21.8. The arbitrator must follow these Terms, including the limits in Section 18, and may award relief only in favor of the individual party seeking it and only to the extent needed to resolve that party's individual claim. The arbitrator will issue a written decision stating the reasons for the award. Judgment on the award may be entered in any court with jurisdiction.

21.6 **Fees and costs.** Payment of filing, administrative, and arbitrator fees is governed by the applicable AAA rules. Each party bears its own attorneys' fees and costs unless these Terms or applicable law provide otherwise. If the arbitrator finds that a claim or defense was frivolous or was asserted for an improper purpose, the arbitrator may award fees and costs against the responsible party to the extent the law and the AAA rules permit.

21.7 **Class action and representative action waiver.** YOU AND WE AGREE THAT EACH MAY BRING A DISPUTE AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON AND MAY NOT PRESIDE OVER ANY CLASS OR REPRESENTATIVE PROCEEDING. If this Section 21.7 is found unenforceable as to a particular claim or request for relief, then that claim or request for relief, and only that claim or request for relief, will be severed and decided in court under Section 22, and it will be stayed until the arbitration of all other claims is complete.

21.8 **Coordinated claims.** If 25 or more similar arbitration demands are asserted against any Company Party by or with the help of the same law firm or coordinated group, those demands will be administered under the AAA Mass Arbitration Supplementary Rules. The parties will cooperate in good faith so that the demands proceed in staged batches rather than all at once, and filing deadlines for demands awaiting a batch are paused while they wait.

21.9 **Exceptions.** Despite Section 21.3: (a) either party may bring an individual claim in small claims court, in Carson City, Nevada or in the county where you live, if the claim qualifies and remains in that court on an individual basis; and (b) either party may seek injunctive or other equitable relief in court to protect its intellectual property or confidential information, or to stop unauthorized access to, or misuse or abuse of, the Website.

21.10 **Jury trial waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, WHETHER IT PROCEEDS IN ARBITRATION OR IN COURT.

21.11 **Right to opt out of arbitration.** You may opt out of the agreement to arbitrate in Sections 21.3 through 21.8 by sending us written notice within 30 days after you first use the Website. The notice must be mailed to the address in Section 28 or emailed to info@myhappyit.com with the subject line "Arbitration Opt-Out," and it must include your full name, mailing address, and email address and a clear statement that you opt out of arbitration. If you opt out, Section 21.2, Section 21.7 (to the fullest extent permitted by law), Section 21.10, Section 22, and Section 23 continue to apply to you.

21.12 **Severability and survival.** Except as stated in Section 21.7, if any part of this Section 21 is found unenforceable, the rest of it remains in effect. This Section 21 survives the end of your use of the Website.

22. GOVERNING LAW AND VENUE

22.1 **Governing law.** The laws of the State of Nevada, without regard to its conflict of laws rules, govern these Terms and every Dispute, except that the Federal Arbitration Act governs Section 21. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

22.2 **Exclusive venue.** Any Dispute that is not subject to arbitration, and any court proceeding these Terms permit, must be brought exclusively in the state courts located in Carson City, Nevada or in the United States District Court for the District of Nevada. You irrevocably consent to the personal jurisdiction of, and venue in, those courts, and you waive any objection to them, including any objection based on inconvenient forum.

22.3 **Non-waivable rights.** Nothing in these Terms deprives you of any mandatory legal protection of the place where you live that cannot be waived by contract.

23. TIME LIMIT TO BRING CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE MUST BE COMMENCED, BY SENDING A NOTICE OF DISPUTE UNDER SECTION 21.2, WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES. A DISPUTE THAT IS NOT COMMENCED WITHIN THAT PERIOD IS PERMANENTLY BARRED. This time limit does not apply to claims for indemnification under Section 19 or to claims for infringement or misuse of intellectual property or for unauthorized access to, or misuse of, the Website.

24. COPYRIGHT COMPLAINTS

If you believe that material on the Website infringes a copyright that you own or control, send a written notice to the mailing address in Section 28, marked "Attention: Copyright," or by email to info@myhappyit.com. Your notice must include: (a) your physical or electronic signature; (b) identification of the copyrighted work; (c) identification of the material you claim is infringing and where it appears on the Website; (d) your name, mailing address, telephone number, and email address; (e) a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act for the owner. We may remove material and take any other action we consider appropriate. A person who knowingly makes a false claim of infringement may be liable for damages.

25. USE OUTSIDE THE UNITED STATES; EXPORT AND SANCTIONS

25.1 **United States website.** The Website is operated from the United States and is intended for users located in the United States. We make no representation that the Website is appropriate, lawful, or available elsewhere. If you access the Website from outside the United States, you do so on your own initiative, you are responsible for complying with your local laws, and you understand that information you send will be received and handled in the United States.

25.2 **Export controls and sanctions.** You represent that you are not located in a country or territory that is subject to a United States government embargo and that you are not on any United States government list of prohibited or restricted parties. You agree to comply with all applicable export control and sanctions laws.

26. NOTICE TO CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users are entitled to the following notice. The Website is provided by My Happy IT Inc., 1805 N. Carson Street, Suite X, Carson City, NV 89701, email info@myhappyit.com. No charges are imposed for use of the Website. To resolve a complaint about the Website or to receive further information about its use, contact us at that address or email. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

27. GENERAL PROVISIONS

27.1 **Entire agreement.** These Terms are the entire agreement between you and us regarding the Website. They supersede all prior and contemporaneous communications, understandings, and agreements regarding the Website. You confirm that you have not relied on any statement that is not set out in these Terms.

27.2 **Severability.** If any provision of these Terms is found unenforceable, it will be enforced to the greatest extent the law permits, or modified only as far as needed to make it enforceable, and the rest of these Terms will remain in full effect.

27.3 **No waiver.** Our failure or delay in enforcing any provision of these Terms is not a waiver of it. A waiver is effective only if it is in writing and signed by our authorized representative.

27.4 **Assignment.** You may not assign or transfer these Terms or any of your rights or obligations under them. We may assign or transfer these Terms freely, including in connection with a merger, acquisition, reorganization, or sale of assets. These Terms bind and benefit the parties' permitted successors and assigns.

27.5 **Third-party beneficiaries.** Each Company Party is an intended third-party beneficiary of these Terms and may enforce them directly. Otherwise, these Terms do not give rights to anyone who is not a party to them.

27.6 **Equitable relief and enforcement costs.** You agree that a breach of Section 9, 10, or 11 may cause us irreparable harm for which money damages would not be an adequate remedy, and that we may seek injunctive or other equitable relief without posting a bond or proving actual damages. Our remedies are cumulative. To the fullest extent permitted by law, if we take action to enforce these Terms because of your breach, we are entitled to recover our reasonable attorneys' fees, costs, and expenses in addition to any other relief.

27.7 **Force majeure.** We are not responsible for any failure or delay caused by events beyond our reasonable control, including natural disasters, acts of government, war, terrorism, labor disputes, cyberattacks, and failures of internet, hosting, power, or telecommunications services.

27.8 **Interpretation.** Headings are for convenience only and do not affect meaning. "Including" means "including without limitation." These Terms are not to be construed against the party that drafted them. The English-language version of these Terms controls over any translation.

27.9 **Notices.** We may give you notice by posting it on the Website or by sending it to any email address you have given us. Legal notices to us must be in writing and delivered to the mailing address in Section 28, and they are effective when we receive them. Except where these Terms expressly allow email, email alone is not valid notice to us.

27.10 **Records.** A printed version of these Terms, and of any notice given in electronic form, is admissible in any judicial, arbitral, or administrative proceeding to the same extent as other business records originally kept in printed form.

28. CONTACT US

Questions about these Terms may be sent to us by email or by mail:

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