

Happy Desk Terms and Conditions

The following terms and conditions (“Terms of Use”) govern the use of the website (the “Site”), mobile device software applications (the “Mobile Software”), and related services offered by the Site and the Mobile Software (collectively, the “Services”) made available by HappyDesk Inc. (“HappyDesk”).

Terms of Use

By accessing, using or participating in the Services, the customer (the “Customer”) agrees to be bound by these Terms of Use. HappyDesk may modify, add, or delete portions of these Terms of Use, including the pricing terms, at any time. If HappyDesk does this, HappyDesk will post a notice that it has made changes to these Terms of Use on the Site for at least 7 days after the changes are posted. Any revisions to this Terms of Use will become effective the earlier of (i) the end of such 7-day period or (ii) the first time the Customer accesses or uses the Services after such changes. If the Customer does not agree to abide by these Terms of Use, the Customer is not authorized to use, access or participate in (or continue to use, access or participate in) the Services.

Privacy Policy

The Customer acknowledges and agrees that it will be solely responsible for the security of its user name and password, and similarly, for all of the activities that occur in conjunction with its user name and password. The Customer also agrees that HappyDesk is authorized to accept the Customer’s user name and password as conclusive evidence of its activities under such account. HappyDesk shall have no obligation, liability or responsibility to monitor the activities occurring within the HappyDesk Services, the Site or Mobile Software, and under the Customer’s user name and password. The Customer agrees to (a) immediately notify HappyDesk of any unauthorized use of your password or account or any other breach of security, and (b) ensure that the Customer exits from its account at the end of each session. HappyDesk cannot and will not be liable for any loss or damage arising from the Customer’s failure to comply with this Section.

The Customer understands that through its use of the HappyDesk Services the Customer consents to the collection and use of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by HappyDesk and its affiliates. The Customer should be aware that each third party payment processor will also have a privacy policy that covers the Customer’s disclosure of personal information to the payment processor and such privacy policy is separate and apart from the HappyDesk privacy policy.

The Customer acknowledges, consents and agrees that HappyDesk may access, preserve and disclose the Customer’s account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms of Use; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to the Customer’s

requests for customer service; or (v) protect the rights, property or personal safety of S HappyDesk, its users and the public.

Confidential Information

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

The Customer’s Confidential Information includes the Customer’s data, including the contact information of the Customer’s occupants or guests; HappyDesk’s Confidential Information includes, but is not limited to, the Services, the Content, information related to its Site and Mobile Software, the Terms of Use, any pricing or order forms as well as business plans, technology and technical information, product plans, and business processes disclosed by HappyDesk. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Use, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with these Terms of use and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

The Receiving Party shall use the Confidential Information solely for the purpose of the business relationship between the Parties and shall not in any way use Confidential Information to the detriment of the Disclosing Party.

Recipient hereby agree to indemnify Happy Desk against any and all losses, damages, claims, expenses, and attorney’s fees incurred or suffered by the disclosing party as a result of a breach of this Agreement by Recipient.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

Limited License

All content on the Site, Mobile Software or otherwise available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement (“Site Content”), are the proprietary property of HappyDesk, its users or its licensors. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Use. Authorized Users may access and use the Service and the Site Content and download or print a reasonable number of copies of portions of the Site Content to which the User has properly gained access solely for the User’s personal, noncommercial use, provided that the User maintains all copyright or other proprietary notices on all copies of such Site Content. Except for your own User Content, you may not publish or otherwise distribute Site Content, including via the Internet or any intranet or extranet site, or incorporate the Site Content in any other database or compilation. The Customer may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Site Content. Any use of the Site or the Site Content other than as specifically authorized herein is prohibited and will automatically terminate the Customer’s rights with respect to use of the Service and the Site Content granted herein. All rights of HappyDesk or its licensors that are not expressly granted in these Terms of Use are reserved to HappyDesk and its licensors.

Profile

The Customer may be able to display certain information on designated portions of the Site or otherwise through the Service regarding the Customer and its company or organization or, if the Customer is a venue owner, the Customer’s profile (“Profile”). The Profile will display to other Users certain of the Customer’s registration data and other content about the Customer and its company or organization.

The Customer agrees to provide accurate and current information in its Profile and to promptly update the content in the Profile to keep it accurate and current. The Customer is solely responsible for the content within the Profile, including, but not limited to, messages, notes, text, information, and any other content that you upload, publish, display or otherwise provide to HappyDesk for display on or through the Service, or transmit to or share with other Users (collectively, “User Content”). The Customer may not post, transmit, or distribute User Content that the Customer did not create or that the Customer does not have permission to post. The Customer understands and agrees that HappyDesk may, but is not obligated to, review the Site and may delete or remove (without notice) any User Content in its sole discretion, for any reason, including, but not limited to, User Content that HappyDesk believes violates these Terms of Use. HappyDesk has no backup or storage obligations regarding User Content. The Customer is solely responsible at its sole cost and expense for creating backup copies and replacing any User Content the Customer posts or stores on the Site and Mobile Software or provides to HappyDesk. HappyDesk does not verify the accuracy or authenticity of any User Content, including any business description or facility information provided by the users, and makes no representations or warranties with respect to any User Content.

When the Customer posts User Content to the Site, the Customer grants to HappyDesk an irrevocable, perpetual, nonexclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute such User Content.

Charges and Payment Terms

The Customer agrees to pay the fees as set forth on Site and Mobile Software. The Customer will provide valid credit card information when registering with HappyDesk and authorizes HappyDesk i) to automatically charge its card on file anytime Usage Charges apply and ii) to automatically charge its card on file in advance for any Services purchased by the Customer until such Services are terminated or cancelled by the Customer. The Customer understands that all fees are in U.S. Dollars and are nonrefundable. The Customer is responsible for updating its payment information with HappyDesk if its credit card on file is no longer valid.

In the event that any fees are not paid on a timely basis, including without limitation due to an invalid or expired credit card number, the Customer agrees to make reasonable efforts to assist HappyDesk's collection of the outstanding fees. HappyDesk may, in addition to any other available remedies, suspend or terminate the Customer's use of the Services, and any unpaid amounts will bear interest at the highest rate permitted by law at the time of default. To the fullest extent permitted by law, refunds (if any) are at the sole discretion of HappyDesk and nothing in these Terms of Use obligate HappyDesk to extend credit to any party. To the fullest extent permitted by law, the Customer waives all claims relating to fees unless claimed within 30 days after the charge.

Trademarks

The Customer agrees that all of HappyDesk's trademarks, trade names, service marks and other HappyDesk logos and brand features, and product and service names are trademarks and the property of HappyDesk. Without HappyDesk's prior written permission, the Customer agrees not to display or use in any manner the HappyDesk's trademarks, trade names, service marks and other HappyDesk logos and brand features, and product and service names.

Rules of Conduct on This Site

The Customer understands that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such User Content originated. This means that the Customer, and not HappyDesk, is entirely responsible for all User Content that the Customer uploads, posts, emails, transmits or otherwise makes available via the HappyDesk Services.

HappyDesk does not control the User Content posted via the HappyDesk Services and, as such, does not guarantee the accuracy, integrity or quality of such User Content. The Customer understands that by using the HappyDesk Services, the Customer may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will HappyDesk be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any

kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the HappyDesk Services.

The Customer agrees to not use the HappyDesk Services to: a. upload, post, email, transmit or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, indecent, lewd, sexually suggestive, inflammatory, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; b. harm minors in any way; c. impersonate any person or entity, including, but not limited to, a HappyDesk employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the HappyDesk Service; e. upload, post, email, transmit or otherwise make available any User Content that the Customer does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); f. upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or any other form of solicitation; h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; i. disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the HappyDesk Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; j. interfere with or disrupt the HappyDesk Services or servers or networks connected to the HappyDesk Services, or disobey any requirements, procedures, policies or regulations of networks connected to the HappyDesk Services, including using any device, software or routine to bypass our robot exclusion headers; k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; l. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to 8 U.S.C. §1189(a)(4); m. stalk or otherwise harass another; and/or n. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

The Customer acknowledges that HappyDesk may or may not prescreen User Content, but that HappyDesk and its designees shall have the right (but not the obligation) in their sole discretion to prescreen, correct any errors or omissions in any User Content, refuse, or remove any User Content that is available via the HappyDesk Services. The Customer

acknowledges that any screening of User Content performed by HappyDesk to determine is done as a courtesy only. Without limiting the foregoing, HappyDesk and its designees shall have the right to remove any User Content that violates the Terms of Uses or is otherwise objectionable to HappyDesk, in its sole discretion. The Customer acknowledges that it may not rely on any User Content created by HappyDesk or submitted to HappyDesk, including without limitation information in HappyDesk message boards and in all other parts of the HappyDesk Services.

User Content Provided to HappyDesk

By submitting User Content and/or additional ideas, suggestions, documents, and proposals (collectively, "Subject Matter" to HappyDesk, the Customer acknowledges and agrees that: (a) the Customer's Subject Matter does not contain confidential or proprietary information; (b) HappyDesk is not under any obligation of confidentiality, express or implied, with respect to the Subject Matter; (c) HappyDesk shall be entitled to use or disclose (or choose not to use or disclose) such Subject Matter for any purpose, in any way, in any media worldwide; (d) HappyDesk may have something similar to the HappyDesk already under consideration or in development; (e) the Customer's Subject Matter automatically becomes the property of HappyDesk without any obligation of HappyDesk to the Customer; and (f) the Customer is not entitled to any compensation or reimbursement of any kind from HappyDesk under any circumstances.

No Reuse of Services and Proprietary Rights

The Customer agrees agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the HappyDesk Services (including, but not limited to, User Content, advertisements, software but excluding copies of Images that You have purchased and obtained the right to use).

The Customer acknowledges and agrees that the HappyDesk Services and any necessary software used in connection with the HappyDesk Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The Customer acknowledges and agrees that any content contained in advertisements or information presented to the Customer through the HappyDesk Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by HappyDesk or the applicable licensor (such as an advertiser), the Customer agrees not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the HappyDesk Services, such

International Use Compliance

Recognizing the global nature of the Internet, the Customer agrees to comply with all local rules regarding online conduct and acceptable User Content. Use of the HappyDesk Services and transfer, posting and uploading of software, technology, and other technical data via the HappyDesk Services may be subject to the laws of the United States and other countries. The Customer agrees to comply with all applicable domestic and, if applicable, international, laws and regulations. In particular, the Customer: (a) represents that the Customer is not a party identified on any government export exclusion list,

including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists, nor will the Customer transfer software, technology, and other technical data via the HappyDesk Services to parties identified on such lists; (b) agrees not to use the HappyDesk Services for military, nuclear, missile, chemical or biological weaponry end uses in violation of U.S. export laws; (c) agrees not to transfer, upload, or post via the HappyDesk Services any software, technology or other technical data in violation of U.S. or other applicable export or import laws.

Representations and Warranties

The Customer hereby represents and warrants that:

1. The person(s) signing up for HappyDesk Services and providing User Content are over the age of eighteen (18) and have all the legal capacity and authority to enter into these Terms of Use;
2. The person are registering by or on behalf of a company has both the apparent and actual authority to bind such company to deliver its obligations under these Terms of Use; and
3. No portion of the User Content as delivered to HappyDesk from the Customer's account from time to time contain any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in the Terms of Use and that all User Content will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the HappyDesk Service, the Site or any other hardware or computer system, or which would otherwise render inaccessible or impair the use of the HappyDesk Service or the Site in any way.
4. As a Business or Venue, any facility you offer for use for consumers hereunder is in sound and safe condition and free of any known conditions or defects that would pose a hazard to or risk the safety of any consumer.

Indemnity

The Customer agrees to indemnify, defend and hold HappyDesk and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensors of Content (collectively, the "HappyDesk Parties") harmless from and against any and all claims, demands, liability, losses, costs and expenses (including reasonable legal fees and costs) incurred by any HappyDesk Party as a result of or in connection with: (i) any use or alleged use of the Site, the HappyDesk Services, or provision of User Content occurring under the Customer's user name by any person, whether or not authorized by the Customer; (ii) the Customer's connection to the HappyDesk Services; (iii) the Customer's violation of the Terms of Use; or (iv) the Customer's violation of any rights of another. The obligations under this Section shall survive expiration or earlier termination of any agreements with HappyDesk, including, but not limited to these Terms of Use.

HappyDesk reserves the right, at the Customer's expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Customer, and in such case, the Customer agrees to cooperate with HappyDesk's defense of such claim.

Termination

The Customer may terminate the HappyDesk Services by providing thirty (30) days written notice to HappyDesk. The Customer may either send written notice to the HappyDesk business address listed on its website or by sending an email to help@happydesk.com. The Customer's subscription will be terminated upon the next billing period after the thirty (30) day period. For example, if the Customer provides written notice of termination to HappyDesk on August 10, the Customer's subscription will be terminated on September 30. Further, the Customer will not be provided with any pro-rated refunds if the thirty day period occurs within the middle of a month.

HappyDesk may terminate its agreement with the Customer for any reason by giving the Customer five (5) days notice by email at the last email address contained in the Customer's registration data which the Customer submitted when it registered for the HappyDesk Services. If HappyDesk terminates the Customer's membership pursuant to the Terms of Use, such termination shall be deemed to be notice of termination of any agreements with the Customer as well; in other words, the Terms of Use and any other agreements between the Customer and HappyDesk shall be coterminous.

HappyDesk may terminate these Terms of Use upon written notice effective immediately upon being sent to the last address included on the Site or in the Customer's registration data, if the Customer (i) liquidates all or substantially all of its assets, dissolves as a corporation other than through inadvertence, or otherwise ceases to do business in a material way, or (ii) makes an assignment for the benefit of creditors, or (iii) files a petition in bankruptcy, petitions or applies for a receiver or trustee for all or any substantial part of its property and such receiver or trustee is appointed, or commences, or has commenced against it, a proceeding under any bankruptcy, reorganization, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, any of which shall remain in force for a period of thirty (30) days or more, or (iv) is adjudicated insolvent or bankrupt, or (v) is in breach of the Terms of Use.

HappyDesk may terminate an account and may offset any fees or credits contained in such account (if any) against its costs of administration if there has been: (i) in the reasonable opinion of HappyDesk, any material misrepresentation made as to the capacity, identity or copyright ownership of the User Content provided hereunder; or (ii) no login or other activity in the account for twelve (12) months.

Disclaimer of Warranties

THE SITE AND THE HAPPYDESK SERVICES ARE PROVIDED BY HAPPYDESK STRICTLY ON AN "AS IS" BASIS, WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HAPPYDESK DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE HAPPYDESK SERVICES, OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE.

HAPPYDESK DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE HAPPYDESK SERVICES, OR ANY CONTENT WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

THE CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SITE, THE MOBILE APPLICATION AND THE HAPPYDESK SERVICES INCLUDING, WITHOUT LIMITATION, FOR ANY OF THE CONTENT DOWNLOADED FROM THE CUSTOMER'S ACCOUNT.

IN NO EVENT SHALL HAPPYDESK OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION THE USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE SITE, THE HAPPYDESK SERVICES, THE CONTENT OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO THE CUSTOMER HEREUNDER, EVEN IF HAPPYDESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN ANY EVENT, HAPPYDESK'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE SITE, THE HAPPYDESK SERVICES, OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES COLLECTED BY HAPPYDESK FOR THE CONTENT THAT IS THE SUBJECT MATTER OF THE CLAIM, BUT IN ANY EVENT WILL NOT EXCEED ONE HUNDRED (\$100.00) UNITED STATES DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER. IN SUCH JURISDICTIONS, THE LIABILITY OF HAPPYDESK OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

General Provisions

These Terms of Use constitute the entire agreement between the Customer and HappyDesk regarding the use of the HappyDesk Services and supersede any prior agreements between the Customer and HappyDesk relating to the Customer's use of the Service. The failure of HappyDesk to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other

instance. If any provision of these Terms of Use is determined to be unlawful, void or for any reason unenforceable, such determination shall not affect the validity and enforceability of any of the remaining provisions.

Although the Site and the HappyDesk Services may be accessed from other locations, and each of these jurisdictions has laws that may differ from those of the State of Delaware and the United States, the Customer acknowledges and agrees that these Terms of Use will be governed under the laws of the State of Delaware, without regard to its conflicts of laws principles.

The Customer hereby irrevocably submits to the exclusive jurisdiction of the Courts of the State of Delaware with respect to the subject matter of these Terms of Use. These Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

The Customer consents to service of any required notice or process upon the Customer by email, registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by the Customer at the time the Customer is first granted access to the membership portions of the Service.

THE CUSTOMER AGREES TO WAIVE ANY RIGHT IT MAY HAVE TO (i) TRIAL BY JURY; AND (ii) TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST HAPPYDESK, THE SITE, THE HAPPYDESK SERVICES, THESE TERMS OF USE, OR ANY AGREEMENTS CONTEMPLATED HEREBY.

Any and all disputes arising out of, under or in connection with these Terms of Use, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in the State of Delaware, pursuant to the rules of the American Arbitration Association in effect at the time arbitration is demanded. If Happy Desk is obligated to go to court or arbitration to enforce any of its rights, or to collect any fees, the Customer agrees to reimburse HappyDesk for its legal fees, costs and disbursements if HappyDesk is successful.

The Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the HappyDesk Services or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Nothing contained in these Terms of Use shall, or shall be deemed to, place the Parties in a relationship of partners or joint venturers; and neither Party shall have the authority to obligate or bind the other Party in any manner whatsoever.

The Customer agrees that, except as otherwise expressly provided in the Terms of Use, there shall be no third party beneficiaries to the Terms of Use.

Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other causes that are beyond the reasonable control of such Party.

If all or part of any provision of these Terms of Use is wholly or partially invalid or unenforceable, the Parties or, in the event the Parties are unable to agree, the arbitrator, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision. If any provision is held to or found to be invalid, then all other provisions will continue to be valid.

These Terms of Use may not be modified by the Customer unless approved by HappyDesk and set forth in writing which has been executed by both parties.

These Terms of Use is binding on HappyDesk and the Customer and on each party's respective successors and assigns. HappyDesk may assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of HappyDesk's rights and obligations under these Terms of Use without the Customer's prior consent. The Customer may not transfer, assign, charge or otherwise dispose of these Terms of Use, or any of the Customer's rights or obligations arising under it without prior written authority from HappyDesk.

HappyDesk reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Please check these Terms of Use periodically for changes. The Customer's continued use of the Site and HappyDesk Services following the posting of changes to these terms and conditions will mean the Customer has accepted those changes.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THESE TERMS OF USE, UNDERSTAND THEM, AND HAVE SOUGHT OR HAVE HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF HAPPYDESK AGREEING TO PROVIDE ACCESS TO THE SITE AND THE HAPPYDESK SERVICES TO THE CUSTOMER, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE TERMS OF USE.