

# PRIVACY POLICY AND TERMS OF SERVICE

## PRIVACY POLICY

Effective date: September 30, 2017

Hafta Have Corp. (referred to as “Hafta Have,” “Company,” “us,” “our,” or “we”), is committed to protecting your privacy online. This privacy policy (“Policy”) discloses our privacy practices for our site, located at [www.haftahave.com](http://www.haftahave.com), our related mobile applications that post or provide a link to this Policy and our related text messaging services that post or provide a link to this Policy (collectively “Platform”), and various related services available through the Platforms (“Services”). This Policy is designed to help you understand what information we collect and how we collect, share, and use the information. The Policy applies to all of our Platform visitors, users (both registered and non-registered users), and subscribers. By accessing or using our Platform or when you communicate with us, you consent to the collection, transfer, manipulation, storage, disclosure, and other uses of your information as described in this Policy. Any reference to “you”, “your”, or “user” in this Policy shall mean the end-user of our Platform.

Irrespective of which country you reside in or supply information from, you authorize us to use your information in the United States and any other country where we may operate. We control and/or operate the Platform from offices in the United States of America. We do not represent that materials on the Platform are appropriate or available for use in other locations. Persons who choose to access this Platform from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **What types of Personal Information do we collect?**

The information we gather from users enables us to personalize and improve our Services, and allows our users to set up a user account and

profile that can be used to personalize their experience on the Platform. We collect the following types of information (all considered “Personal Information”) from our users:

### **Personal Information you provide to us:**

We collect and store the following types of information on our servers only when you optionally choose to provide it to us by filling out a form or taking some other explicit action, such as when you communicate with us or send us a text message. You can choose not to provide us with any of the information below, but you may not be able to take advantage of certain features without providing the appropriate information.

- First and/or last name.
- Email.
- Address.
- Profile information such as biography, location, website URL, and photo.
- Phone number.
- Information publicly disclosed through our Platform.
- Your wish list or products you are interested in.

### **Personal Information collected automatically:**

In order to understand how our Platform is being used and to make it better, we also automatically receive, store, and log certain types of technical information whenever you interact with our Platform. Information of this sort includes:

- Technical information about a users’ browser and mobile device.
- Usage information such as the pages users request, searches they conduct, emails they open, and features they interact with.
- IP address, tokens, cookies, and device identifiers.
- Crashes and error reports.

## How do we use your information?

In addition to the specific uses discussed above, Personal Information you submit to us may be used in the following ways:

- To provide access to our products and services.
- To keep users logged into our Platform.
- To communicate with users about their accounts.
- To process or fulfill request(s) and/or order(s) for products, Services, information or features.
- To provide users with updates, offers, and announcements about products and services (including third parties' products and services), features, promotions, enhancements, improvements or updates, including updates, offers, and announcements from third parties we work with.
- To notify users when we make material changes to our Privacy Policy or Platform terms and conditions.
- To help us optimize our Services.
- As we, in our sole discretion, otherwise determine to be necessary or required to ensure the safety and/or integrity of our users, employees, third parties, members of the public, and/or our Platform and Service.

We may provide these Services ourselves or share the information with partners who will provide the services for us. We may use aggregated user data to market the Service or the Platform to others.

## How do we share your Personal Information?

We may share your information, including personal information, as follows:

- **Third Parties.** We share your information with third parties we work with, such as retailers and designers. For example, when you provide use with your email address to receive offers, we

may share your email address with these third parties. We share your name, contact information, location and information about the third party's products that you are interested in with our third party partners. These third parties may use the information we disclose to market their own products and services to you.

- **Affiliates.** We may disclose the information we collect from you to our affiliates or subsidiaries; however, if we do so, their use and disclosure of your personally identifiable information will be subject to this Policy.
- **Service Providers.** We may disclose the information we collect from you and information that we collect about your gift recipients to third party vendors, service providers, contractors or agents who perform functions on our behalf.

We may also share information in the following circumstances:

- **Business Transfers.** If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the information we have collected from you to the other company.
- **In Response to Legal Process.** We also may disclose the information we collect from you in order to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.
- **To Protect Us and Others.** We also may disclose the information we collect from you where we believe it is necessary to investigate, detect, prevent, or take action regarding illegal activities, suspected fraud, abuse, misuse, security or technical issues situations involving potential threats to the safety of any person, violations of our Terms of Use or this Policy, or as evidence in litigation in which Snappy is involved.

## **Types and disclosures of aggregate information**

We may share aggregated information concerning our users, without attribution of Personal Information, to other companies with whom we conduct business. In other words, we may combine your anonymized data with those of all or a particular group of our users to prepare collective profiles of our users and their activities for our internal use and can share the same with our partners. Such information allows us to continue to grow and provide you with quality information through higher quality product development, more relevant partnerships, and more accurate marketing and advertising of the Platform. For example, we may use and/or share the following:

- Tracked number of our users who view certain pages or use certain features.
- Tracked purchasing trends.
- Tracked user behavior and page views.

## **What do we do to keep your Personal Information secure?**

We take commercially reasonable security measures to protect against unauthorized access to, or unauthorized alteration, disclosure or destruction of your Personal Information that you share and we collect and store. These security measures include practices such as:

- Keeping sensitive or Personal Information on a secured server behind a firewall.
- Internal reviews of our data collection practices and platforms.

- Physical security measures to guard against unauthorized access to systems where we store Personal Information.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this Platform cannot be guaranteed and you transmit such information at your own risk; and (c) any such information and data may be viewed or tampered with in transit by a third party.

### **What can you do to protect your Personal Information?**

While we are committed to taking all reasonable precautions to protect your Personal Information, there are steps you can take as well when using online services, such as ours:

- Never respond to unsolicited requests for social security number or financial information.
- If logins are required for site access, be sure to sign off when finished using a shared computer.

Be aware when clicking on hypertext links and third party advertising, if any, on the Platform. Other sites accessible through our Platform, if any, via links or service partnerships have their own privacy policies and data collection, use and disclosure practices. We encourage you to review other websites' policies before revealing any sensitive or personal information. Additionally, if other companies place advertising on our Platform, they may collect information about you when you view or click on their advertising through the use of cookies. You should contact these advertisers directly if you have any questions about their use of the information that they collect. We cannot be and are not responsible for

maintaining your privacy once you leave our Platform and are not responsible for the policies or practices of third parties.

### **What can you do if you wish to opt-out of certain communications from us?**

- For promotional emails from us, following the instructions included within the email.

Please note that it may take up to 10 business days for us to process promotional email opt-out requests. If you opt-out of receiving promotional emails, we may still send you emails about your account or any services you have requested or received from us.

- For text messages, replying STOP to the text message you receive from us.

If we have provided any third party with your Personal Information (with your permission) and you subsequently opt-out of receiving communications from us, you will have to contact the third-party directly with your opt-out request(s).

### **California Residents - California Civil Code Section 1798.83**

California residents have the right to receive: a) information identifying any third party company(ies) to whom we may have disclosed (within the previous calendar year) personal information pertaining to you and your family for that company's own direct marketing purposes; and b) a description of the categories of personal information disclosed. If you are a California resident and wish to obtain such information, submit a request to our email address found at the end of this Policy with "Request for California Privacy Information" as the subject line and in the body of your message. Please be aware that not all information sharing is covered by these requirements and only information on covered sharing will be included in our response.

## **How can you update, delete, or correct your personal information?**

We believe you should have the ability to access, edit, and delete the Personal Information that you have provided to us and encourage you to promptly update your Personal information if it changes. You may change any of your Personal Information in your Account online at any time by:

- Contacting us with a request to update, review, or delete Personal Information at the support email found at the end of this Privacy Policy. We may decline requests that are unreasonably repetitive, require disproportionate technical effort, jeopardize the privacy of others, or are extremely impractical.

## **Children's Online Privacy Protection**

Our Platform is not designed or intended for use by children under 13. If you are under 18, you should use the Platform and Services only with involvement of a parent or guardian. Children under 13 may not submit any personally identifiable information to us, and if we discover that we have inadvertently gathered any such information from a child under 13, we will take appropriate steps to delete it. If you are the parent or guardian of a person under the age of 13 who has provided personally identifiable information to us, please inform us by contacting us at [hello@haftahave.com](mailto:hello@haftahave.com) and we will remove such information from our database. If you are concerned about your children's use of the Platform, you may use web-filtering technology to supervise or limit access to the Platform. Visit [www.OnGuardOnline.gov](http://www.OnGuardOnline.gov) for tips from the Federal Trade Commission on protecting kids' privacy online.

## **What will happen if we change this Policy?**

We may update this Policy from time to time. Use of information we collect now is subject to the Policy in effect at the time such information is used. This is how you will be notified if we make any material changes to our Policy:



- We will post an updated Policy with a more recent effective date in the header.

If you continue to use the Platform or the Service after changes become effective, you agree to abide by and be bound by the modified privacy policy.

### **How can you contact us?**

If you have any questions about this Privacy Policy, the practices of this Platform, or your dealings with this Platform, please contact us via the following:

hello@haftahave.com

## **TERMS OF SERVICE**

**Effective Date: September 30, 2017**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT SETS FORTH GOVERNING LAW AND JURISDICTION AND VENUE FOR DISPUTES.

Hafta Have Corp. (referred to as “Hafta Have,” “us,” “our,” or “we”) provides the haftahave.com site (“Site”), related mobile applications (“Mobile Applications” or “Mobile Apps”), if any, and various related services (the Mobile Applications, Site, and various related services shall collectively be known as “Services”) subject to your compliance with these terms, conditions, and notices contained or referenced herein (the “Terms of Service”), as well as any other written agreement between us and you or your company. In addition, when using particular Services, users shall be subject to any posted guidelines or rules applicable to such Services that may contain terms and conditions in addition to those in these Terms of Service. All such guidelines or rules are hereby incorporated by reference into these Terms of Service. Each of you or us may also be referred to individually as a “party” and together as the “parties”.

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF SERVICE, PLEASE DISCONTINUE USE OF THE SITE OR MOBILE APPLICATIONS IMMEDIATELY. Your sole and exclusive remedy for dissatisfaction with our Services, content, or other information available on or through our Site or Mobile Apps, is to stop using our Services. If you accept or agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, “you” and “your” will refer to and apply to that company or other legal entity.

## **Your access to our Services**

To access our Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of our Services that all the information you provide will be correct, current, and complete and that you will abide by these Terms of Service. If we believe that the information you provide is not correct, current, or complete or that you have violated any provision in these Terms of Service, we have the right to suspend your access to any of our Services or the services of our third-party service partners, if any, or to temporarily suspend or permanently terminate your user account, with or without a prorated refund of any prepaid amounts, if any, in our sole discretion. You agree that all information you provide to register on our Site or Mobile Apps or through other Services that post our Privacy Policy, is governed by our Privacy Policy, located at <http://haftahave.com/privacy> and hereby incorporated by reference and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

## **Passwords**

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

## **Restrictions on your use**

You are granted a nonexclusive, nontransferable, revocable, limited license to access and use our Services in accordance with these Terms of Service. You may use our Site and Mobile Apps for purposes expressly permitted by us. Only the authorized account holder may participate as a licensee and user of our Services. The authorized account holder is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization, which is responsible for assigning email addresses or the domain associated with the submitted email address. As a condition of your use of our Services, you warrant to us that you will not use our Services for any purpose that is prohibited by these terms, conditions, and notices and will do none of the following:

- Conduct or promote any illegal activities, including, but not limited to, intellectual property infringement or engage in conduct which we, in our sole discretion, find abusive or objectionable while using our Services;
- Transmit any information that we believe to be, in our sole discretion, abusive, excessively violent, harmful to minors, harassing, defamatory, vulgar, obscene, lewd, lascivious, or otherwise objectionable;
- Attempt to reverse engineer or jeopardize the correct functioning of the Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Services;
- Attempt to gain access to secured portions of the Services to which you do not possess access rights or obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the Site or Mobile Apps;
- Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- Use the Site or Services to generate unsolicited email advertisements or spam;

- Use any automatic or manual process to search or harvest information from the Site or Services, unless otherwise as permitted in our API or available as a function provided by us (i.e. a search tool), or to interfere in any way with the proper functioning of the Site and Services;

Use the Services in any manner which could disable, overburden, damage, or impair the Site or Mobile Apps or interfere with any other party's use and enjoyment of the Site or Mobile Apps; or

- Co-brand our Services without the express prior written permission of our authorized representative. For purposes of these Terms of Service, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute our Site or Mobile App or content accessible within our Site or Mobile App.

You agree to cooperate with us in causing any of the prohibited activities set forth in this section to immediately cease.

### **Payment of fees**

If you subscribe to a Service on this Site that requires payment of a fee, you agree to pay all associated fees on a one-time or recurring basis, as otherwise required in the product description or payment screen. Unless we agree otherwise in writing, we will bill your credit card for all charges for Services on this Site. You agree to provide us with accurate and complete billing information as required for us to process the fee, including, for example, valid credit card information, your name, address, and email address, and to provide us with any changes in such information within 5 business days of the change. If, for any reason, your credit card company refuses to pay the amount billed for the Service, you agree that we may, at our sole option, suspend or terminate your access to the Service and require you to pay the overdue amount immediately by other means acceptable to us. In the event that legal action is necessary to collect on balances due, you agree to reimburse us for all expenses

incurred to recover sums due, including attorney fees and other legal expenses.

If you purchase goods or services through our Site or Mobile Apps, then you must pay for those goods or services prior to shipment or service delivery and pursuant to any payment terms or policies that we communicate to you on our Site, Mobile Apps, or payment summary screen. There are no refunds available for our goods/services.

## **Trademarks**

Our company name and all related logos, product and service names, designs and slogans are our trademarks or the trademarks of our affiliates or licensors. You must not use such marks without our prior written permission or as otherwise set out in these Terms of Service.

## **Our proprietary information**

The material, content, and Services accessible from this Site, including, but not limited to, the API (if any), and any other website owned, operated, licensed, or otherwise controlled by us (the "Content") is our proprietary information or the proprietary information of the party that provided or licensed the Content to us, whereby we or such providing party retain(s) all right, title, and interest in the Content. If we offer an API, our rights apply to that API as well as all output and executables of the API, excluding any software components developed by you which do not themselves incorporate the API. Accordingly, the Content may not be copied, decompiled, reverse engineered, disassembled, transferred, distributed, republished, resold, sublicensed, uploaded, posted, used to create derivative works, or transmitted in any way without our prior written consent or the prior written consent of the Content owner, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these

Terms of Service violates our intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Site. Notwithstanding this provision, users of our Services and the Site are not permitted to use the Content as a component of, or basis for, a database prepared for use by the said user or any third party. Furthermore, all copies of Content, whether in print or electronic form, must incorporate all of our (or our third-party's) copyright and/or other intellectual property rights notices.

### **Your proprietary information**

We agree that we have no rights to the data, documents, information or material that you submit in the course of using the Site and Services ("Submitted Content"). When submitting data, you, and not us, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Submitted Content. We shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Submitted Content. By using the Services, each user represents and warrants to us that it has the legal right to submit the Submitted Content. You agree to indemnify, defend and hold us harmless from any liability caused by your submission of Submitted Content in violation of a third party's copyright or other rights of ownership. We reserve the right to withhold, remove and/or discard Submitted Content without notice for any breach, including without limitation, non-payment of fees. In addition, we reserve the right to withhold, remove and/or discard any Submitted Content submitted to us, which, in our sole opinion, is pornographic or otherwise in violation of our internal policies for publishable material. **WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY DATA SUBMITTED TO US WILL BE RETAINED FOR ANY PARTICULAR PERIOD OF TIME, AND YOU AGREE TO MAINTAIN ON YOUR SERVERS DUPLICATE COPIES OF ALL SUBMITTED CONTENT.**

### **User contributions**

You agree not to post or store on the Site any software, information, data, databases, music, audio, video or audiovisual files, photographs, images, documents, text, digital files or other material ("Material") that violates or infringes anyone's intellectual-property rights (including copyrights, trademarks, trade secrets, patents, publicity rights or (to the extent protectable) confidential ideas) or that violates U.S. law or that is obscene, obscene as to minors, child pornography, defamatory, racist, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

By posting Material to this Site, you grant us a perpetual, irrevocable, nonexclusive, royalty-free worldwide license to reproduce, adapt, distribute, perform (either publicly or by digital audio transmission) or publicly display all or any portion of the Material on the Site (though we will obtain your permission before doing so with any Material that is not publically available on our Site). You further represent and warrant that you own all rights, titles, and interests to such Material in full and without restrictions.

You expressly agree that we may remove, disable, or restrict access to or the availability of any Material from the Site (including, but not limited to, Material that you have posted or stored) that we believe, in good faith and in our sole discretion, to violate the Terms of Service (whether or not we are actually correct in our assessment) or that is the subject of a notification duly sent to us pursuant to the Digital Millennium Copyright Act. If you believe that we have acted mistakenly with respect to certain material, you may contact us using one of the contact methods provided at the end of these Terms of Service, in which case we may investigate the matter further, though we retain full right and sole discretion as to whether or not to remove the material. Under no circumstances may we be held liable for removing, disabling, or restricting access to or the availability of Material. The provisions of this section are intended to implement these Terms of Service and are not intended to impose a contractual obligation on us to undertake, or refrain from undertaking any particular course of conduct.



## **Termination**

We reserve the right to terminate these Terms of Service with immediate effect at any time and for any reason. Expiration or termination (for any reason) of these Terms of Service, shall not affect any accrued rights or liabilities which either party may then have nor shall it affect any clause which is expressly or by implication intended to continue in force after expiration or termination.

## **Service updates**

The Site and Services may need updating from time to time. These updates may temporarily disrupt use of our Services and are designed to improve, enhance, and further develop our Services and may take the form of bug fixes, enhanced functions, new Service offerings, and updated Services. You agree to receive such updates as part of your use of the Services.

## **Links**

Our Site or Mobile Apps may contain links to other sites, which are not maintained by, or related to, us. Links to such sites are provided as a service to users and are not sponsored by or affiliated with us. We have not reviewed any or all of such sites and are not responsible for the content of those sites. We are not responsible for webcasting or any other form of transmission received from any linked site. Links are to be used and third-party sites accessed at the user's own risk, and we make no representations or warranties about the content, completeness or accuracy of these links or the sites hyper-linked to our Site or Mobile Apps. We provide links as a convenience, and the inclusion of any link to a third-party site does not necessarily imply endorsement by us of that site or any association with its operators.

## **Advertisements**

Some of the Services may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to Content, user-generated content, queries, or other information. The manner, mode, and extent of advertising by or permitted by us on the Site are subject to change without specific notice to you. In consideration for our granting you access to and use of the Site and Services, you agree that we may place such advertising on the Site or Services.

## **Geographic restrictions**

The owner of the Site is based in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you consent to the transfer of your information to the United States, do so on your own initiative and are responsible for compliance with local laws.

## **Representations; Warranties; Disclaimer**

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for any reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Internet.

You represent and warrant that: (i) you have full power and authority to enter into these Terms of Service; (ii) you are the owner of, or are legally authorized to act on behalf of the owner of, all Submitted Content; (iii) you are the editorial and technical decision maker in relation to the Submitted Content for which the Services are requested and implemented and that you have control over the way in which the Services are implemented for

your specific needs; (iv) we have never previously terminated or otherwise disabled an account created by you with us due to your breach of these Terms of Service or another agreement with us or due to impermissible activity; (vi) entering into or performing under these Terms of Service will not violate any agreement you have with a third-party or any third-party rights; and (vii) all of the information provided by you to us is current and correct.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE OR OUR MOBILE APPS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, OUR MOBILE APPS, OR THE SERVER THAT MAKES OUR SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT US, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR YOUR PROPERTY ARISING FROM THE USE OF OUR SERVICES OR CONTENT.

All of the information in our Site or Mobile Apps, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this Site or Mobile Apps, and we do not undertake any obligation to update such information after it is posted or to remove such information from this Site or Mobile Apps if it is not, or is no longer accurate or complete.

## **Limitation of liability**

WE, OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR COLLECTIVE LIABILITY AND THE COLLECTIVE LIABILITY OF OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF USD\$100 OR FEES PAID FOR THE 6-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, IF ANY. IN ALL CASES, WE (AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS) WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. Each party acknowledges that the other party has agreed to these Terms of Service in reliance on the limitation of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

## **Indemnity**

You will indemnify, defend and hold us, our subsidiaries, affiliates, licensors, content providers, suppliers, distributors, service providers, employees, agents, officers, directors, contractors, successors and assigns (the "Indemnified Parties") harmless from any claims or liabilities arising out of or related to any Submitted Content, breach of these Terms of Service by you, or your use of the Services (whether authorized or not). You agree that the Indemnified Parties will have no liability in connection with any such breach, Submitted Content, or use of the Services (whether

authorized or not), and you agree to indemnify, defend and hold harmless the Indemnified Parties from and against any and all resulting loss, damages, judgments, awards, settlements, fines, penalties, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith.

## **Security**

You are prohibited from using any Services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of these Terms of Service.

We reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Service. BY ACCEPTING THIS AGREEMENT, YOU HOLD US HARMLESS AND WAIVE ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY US OR BY LAW ENFORCEMENT AUTHORITIES.

## **No waiver**

No delay or failure by us to enforce any of these Terms of Service shall constitute a waiver of any of our rights under these Terms of Service. Neither the receipt of any funds by us nor the reliance of any person on our actions shall be deemed to constitute a waiver of any part of these Terms of Service. Only a specific, written waiver signed by our authorized representative shall have any legal effect.

## **Severability**

If any clause or provision set forth in this Terms of Service statement is determined to be illegal, invalid or unenforceable under present or future law, the clause or provision shall be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions.

## **Export control and restricted countries**

You may not use, export, re-export, import, or transfer the Services except as authorized by United States law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using our Service, you represent and warrant that (i) neither you nor your listed residence is located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You will not use the Services for any purposes prohibited by U.S. or international laws.

## **Accessing and downloading our Mobile App(s) from iTunes**

The following applies to any Mobile Apps accessed through or downloaded from the Apple App Store ("App Store Sourced Application"):

You acknowledge and agree that (i) these Terms of Service are concluded between you and us only, and not Apple, and (ii) we, not Apple, are solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between us and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

You acknowledge that, as between us and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between us and Apple, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service.

Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

Without limiting any other terms of these Terms of Service, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

### **Governing law; Jurisdiction; Disputes**

These Terms of Service and any disputes arising under or related to these Terms of Service and/or our Privacy Policy will be governed by U.S. federal law and the laws of the State of California, without reference to its conflict of law principles. You agree to the personal jurisdiction by and venue in the state and federal courts in California, and waive any objection to such jurisdiction or venue. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. Any claim under these Terms of Service must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. In the event of any controversy or dispute between the parties arising out of or in connection with your use of this Site or our Mobile Apps, the parties shall attempt, promptly and in good faith, to resolve any such dispute directly. If the parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

### **Feedback and information you send to us**

The Site may provide you with the ability to contact us through email addresses, contact forms, or other means. To the extent that you do so and send along any ideas, input, feedback, or anything of a similar nature, you acknowledge that any such ideas, input, feedback, or otherwise shall be deemed to be non-confidential and we shall be free to use such information on an unrestricted basis.



## **Miscellaneous**

Both parties shall be independent contractors and these Terms of Service do not create an agency, partnership, or joint venture. Unless stated otherwise in these Terms of Service, these Terms of Service do not create any third-party beneficiary rights. You may not assign your rights and obligations under these Terms of Service to any third party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Service.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery or availability of Services available through our Site or Mobile Apps arising from any event beyond our reasonable control, whether or not foreseeable by either party, including, but not limited to, labor disturbance, war, fire, accident, adverse weather, governmental act or regulation, and other causes or events, whether or not similar to those which are enumerated above.

This English-language Terms of Service statement is our official agreement with users of this Site. In case of any inconsistency between this English-language Terms of Service statement and its translation into another language, this English-language document shall control.

## **Changes to these terms**

We reserve the right, in our sole discretion, to modify, alter, or otherwise change these Terms of Service at any time. We will provide notice of such change on this Site or Mobile Apps. Please review the Terms of Service

and/or additional terms periodically for changes. Your continued use of our Services constitutes your acceptance of and agreement to be bound by these changes without limitation, qualification or change. If, at any time, you determine that you do not accept these changes, you must stop using our Services.

### **How can you contact us?**

If you have any questions about these Terms of Service or our Services, please contact us via the following: [hello@haftahave.com](mailto:hello@haftahave.com)