

About Us

Happning Inc. is designed to help you discover local events and connect with friends in real-time.

Founded in 2024, our goal is to simplify event planning and enhance social experiences by helping users organize and interact with events from the ground up.

We're a passionate team of college students made up of designers, engineers, and visionaries committed to delivering seamless user experiences, and addressing a problem we've all been seeking a solution for.

Learn more at happning.app

Privacy Policy

Effective Date: September 7, 2024

At Happning Inc., your privacy is important to us. This Privacy Policy outlines how we collect, use, and protect your personal information when you use our app and services. By using Happning, you agree to the collection and use of information in accordance with this policy.

This policy complies with applicable privacy laws, including the California Consumer Privacy Act (CCPA), and is designed to align with our practices now and in the future.

1. Information We Collect

We collect the following types of information to provide, improve, and support our services:

- **Personal Information:** Includes your name, email address, phone number, profile details, and other information provided during account registration.
- **Location Data:** With your permission, we collect real-time location data to enhance event discovery, connect you with nearby activities, and provide location-based recommendations.
- **Usage Data:** We collect information about how you use the app, such as interactions, events attended, and preferences, to analyze trends, improve features, and deliver relevant experiences.
- **Photos and Media:** Happning enables live photo-sharing during events, which may involve accessing and temporarily storing images or media files from your device.
- **Device and Technical Information:** We collect information such as device type, operating system, browser type, and IP address to improve functionality, troubleshoot issues, and ensure app security.
- **Third-Party Data:** If you link third-party accounts (e.g., social media), we may collect certain information from those services to enhance your experience and provide relevant integrations.

2. How We Use Your Information

We use the information collected for the following purposes:

- To operate, maintain, and improve our app and its features.
- To enhance the user experience by tailoring content and recommendations to your preferences.
- To analyze usage trends and monitor app performance.
- To communicate updates, offers, and important notifications.
- To ensure compliance with legal obligations and prevent misuse of the app.

Note: While we may share anonymized, aggregated data for research, marketing, or business purposes, this data cannot be used to identify individual users. Additionally, we may sell personal information in accordance with applicable laws and provide opt-out options as required under the California Consumer Privacy Act (CCPA).

3. Sharing Your Information

We share your personal information only in the following circumstances:

- **With Your Consent:** When you explicitly authorize us to share your data.
- **With Service Providers:** We work with trusted third-party vendors (e.g., cloud hosting, analytics, payment processors) to support app functionality. These providers are bound by confidentiality agreements and are prohibited from using your information for unauthorized purposes.
- **For Legal Compliance:** To comply with laws, regulations, or legal processes, such as responding to a subpoena or court order.
- **In Business Transactions:** In the event of a merger, acquisition, or sale of assets, your information may be transferred as part of the transaction.

4. Data Security

We use industry-standard measures to protect your data from unauthorized access, alteration, or misuse. These measures include encryption, firewalls, and secure servers. However, no method of data transmission or storage is 100% secure, and we cannot guarantee absolute security.

5. Your Choices and Rights

You have the following rights regarding your personal information:

- **Access and Update:** Manage your personal data directly in the app's settings.
- **Location Preferences:** Adjust location-sharing permissions in your device settings.
- **Data Portability:** Request a copy of your personal data in a machine-readable format by contacting us.
- **Data Deletion:** Request the deletion of your account and associated data by contacting jad@happning.app. We will honor deletion requests except where retention is required for legal or business purposes.
- **Opt-Out of Sale of Personal Data:** If required under applicable laws, such as the CCPA, you may opt out of the sale of your personal data by submitting a request through the app or contacting us.

6. Cookies and Tracking Technologies

We use cookies and similar technologies to:

- Monitor app activity.
- Analyze user behavior to improve services.

- Provide a personalized experience.

You can control cookie usage through your browser or device settings. Disabling cookies may limit some app functionality.

7. Children's Privacy

Happning is not intended for individuals under the age of 13. We do not knowingly collect personal information from children. If we learn that a child's data has been collected, we will take immediate steps to delete it.

8. App Store Terms

If you download Happning from an app store (e.g., Apple App Store or Google Play), the following terms apply:

- Apple-Specific Terms:
 - Happning is solely responsible for app content and maintenance.
 - Apple is not liable for claims related to app usage.
 - You must direct any warranty claims to Happning, not Apple.
- Compliance with App Store Guidelines: We adhere to Apple's App Store Review Guidelines, including transparency about data collection, secure payment processing, and content moderation.
- Third-Party Beneficiary: Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

9. Limitation of Liability

To the fullest extent permitted by law:

- Happning and its affiliates, officers, and agents are not liable for indirect, incidental, or consequential damages arising from your use of the app.
- In no event will Happning's total liability exceed the greater of USD \$100 or the total amount paid by you for in-app purchases within the 12 months preceding the claim.

10. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or applicable laws. Any updates will be effective immediately upon posting within the app. We encourage you to review this policy periodically.

11. Compliance with California Law

This Privacy Policy aligns with the requirements of the California Consumer Privacy Act (CCPA) and other applicable California laws. Users in California have additional rights, including the right to access, delete, or opt-out of the sale of personal data.

For more information on California-specific rights, contact us at jad@happning.app.

12. Safety and Security Protections

To ensure user safety and maintain compliance with App Store guidelines, Happning incorporates the following measures:

- **Objectionable Content Filtering:** Mechanisms are in place to filter and prevent objectionable material from being shared or posted within the app. Content moderation includes automated tools and manual review processes to maintain a safe user environment.
- **Reporting Mechanisms:** Users can report offensive, harmful, or inappropriate content directly within the app. Reports are promptly reviewed by our moderation team, and appropriate action is taken, including content removal or account suspension.
- **Blocking Functionality:** Users can block other users to prevent unwanted interactions. Blocked users will no longer be able to view the blocker's profile or interact with their content.
- **Published Contact Information:** Users can reach our support team at jad@happning.app for concerns related to safety and content moderation.

13. Kids' Privacy and Safety

Happning is not intended for individuals under the age of 13. To protect children:

- Apps in the Kids Category are subject to additional scrutiny and restrictions.
- We do not collect, share, or process personal information of users under 13.
- Any content inappropriate for younger audiences is filtered and flagged to prevent accidental exposure.

14. Data Security Measures

We implement appropriate security measures to safeguard user data against unauthorized access, use, or disclosure. Measures include:

- End-to-end encryption for sensitive data.
- Secure cloud storage compliant with industry standards.
- Regular security audits to identify and mitigate vulnerabilities.

15. Data Collection and Usage Compliance

To comply with legal requirements and privacy standards, Happning adheres to the following policies:

- **Privacy Policies:** Our privacy policy is accessible within the app and clearly identifies what data is collected, how it is collected, and its usage. It also outlines data retention, deletion processes, and user consent withdrawal mechanisms.

- **Permission and Minimization:** Data collection is based on user consent and limited to what is strictly necessary for app functionality. Users can revoke permissions at any time.
- **Access Control:** We respect user permission settings and provide alternative solutions for declined access, ensuring no manipulation for unnecessary permissions.
- **Account Management:** Users can use the app without creating an account unless features require it. Account deletion options are provided within the app.

16. Contact Us

If you have any questions or concerns about this Privacy Policy, please contact us at:
Email: jad@happning.app

Terms and Conditions

Effective Date: September 7, 2024

Welcome to Happning! These Terms and Conditions ("Terms") govern your use of our app and services. By accessing or using Happning, you agree to comply with these Terms. Please read them carefully.

1. Acceptance of Terms

By using Happning, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you may not use the app or services.

2. Eligibility

To use Happning, you must meet the following criteria:

- Be at least 13 years old.
- Have the legal capacity to form a binding contract in your jurisdiction.
- Not be barred from using our services under applicable laws.

3. User Account

To access certain features, you may need to create an account. You agree to:

- Provide accurate, complete, and up-to-date information during registration.
- Maintain the confidentiality of your login credentials.
- Accept responsibility for all activities under your account.

Account Suspension or Termination:

We reserve the right to suspend or terminate your account if you provide false information, engage in unauthorized activities, or violate these Terms.

4. Use of the App

The following rules apply to all users, including individual and business accounts:

- Permitted Use:
 - For individual users: Happning is for personal, non-commercial use, except where expressly permitted.
 - For business accounts: Businesses may use the app to promote events, engage with users, and utilize approved features for commercial purposes.
- Content Responsibilities: You are solely responsible for the events, media, and other content you create or share on Happning. Content must not infringe on the rights of others or violate any laws.
- Prohibited Conduct:
 - You agree not to:

- Interfere with or disrupt the operation of Happning or its servers.
- Engage in unauthorized data extraction or scraping.
- Impersonate any person, entity, or misrepresent your affiliation.
- Harass, bully, or threaten other users.
- Post illegal, offensive, or inappropriate content.

Failure to comply with these guidelines may result in suspension or termination of your account.

5. Limited License

Subject to your compliance with these Terms, Happning grants you a limited, non-exclusive, non-transferable, and revocable license to use the app. You may not:

- Copy, distribute, modify, or create derivative works.
- Reverse-engineer or attempt to extract the source code.
- Rent, lease, or sublicense your access to the app.

This license does not transfer any ownership rights in the app or its underlying software.

6. In-App Purchases and Subscriptions

Certain features require payment, including premium services and event promotion tools.

- **Payment Authorization:** By making a purchase, you authorize Happning and its third-party payment processors to charge your payment method.
- **Refund Policy:** Refunds are issued under the following conditions:
 - **Accidental Purchases:** Must be reported within 24 hours of the transaction.
 - **Technical Issues:** Refunds may be issued if technical problems prevent access to purchased features.
 - **Non-Delivery:** Refunds will be issued if a purchased service fails to activate.

Non-Refundable Conditions:

- Refunds are not available for subscription services after the subscription period has started.
- Refunds will not be issued for partially used or fully consumed services.
- **Pricing:** Happning reserves the right to modify pricing for its services. Changes will not affect existing subscriptions until renewal.

7. User-Generated Content and Moderation

By posting content (e.g., events, photos, comments), you grant Happning a worldwide, royalty-free license to use, display, modify, and distribute your content within the app.

Content Guidelines:

- Content must comply with applicable laws and our community standards.
- Prohibited content includes hate speech, harassment, misleading information, and intellectual property violations.

Moderation Rights: Happning reserves the right to remove content that violates these Terms. Repeated violations may result in account suspension or termination.

8. Privacy

Your privacy is important to us. Our Privacy Policy explains how we collect, use, and share your data. By using the app, you consent to the practices described in the Privacy Policy.

9. Third-Party Services

Happning integrates with third-party platforms, such as social media or event platforms. By using these integrations, you agree to:

- Comply with the third-party platform's terms.
- Acknowledge that Happning is not responsible for their practices.

10. User Data Portability and Deletion

Users may request:

- Data Portability: A copy of your personal data in a machine-readable format.
- Account Deletion: Complete deletion of your account and associated data unless retention is required for legal or business purposes.

Requests can be sent to jad@happning.app.

11. Termination of Service

Happning reserves the right to suspend or terminate your access to the app for any reason, including:

- Violation of these Terms.
- Unauthorized activities.
- Legal or technical issues.

Upon termination, all rights granted to you under these Terms will cease.

12. Disclaimers

Happning is provided "as is" and "as available." We make no warranties, express or implied, regarding:

- The app's fitness for a particular purpose.
- Uninterrupted, error-free operation.
- The accuracy of content.

13. Limitation of Liability

To the fullest extent permitted by law:

- Happning and its affiliates, officers, and agents will not be liable for indirect, incidental, or consequential damages arising from your use of the app.

- In no event will Happning's total liability exceed the greater of USD \$100 or the total amount paid by you for in-app purchases in the 12 months preceding the claim.

This limitation applies even if Happning has been advised of the possibility of such damages.

14. Indemnification

You agree to indemnify and hold Happning and its affiliates harmless from claims, liabilities, damages, and expenses (including reasonable legal fees) arising from your use of the app or violation of these Terms.

15. Blocking, Reporting, and Safety Protections:

Users have the ability to block other users and report content that violates Happning's guidelines. Reported content will be reviewed by our moderation team to ensure compliance with our terms. Happning reserves the right to take appropriate actions, including but not limited to, content removal, temporary account suspension, or permanent bans, to protect the safety and well-being of the community.

16. Dispute Resolution

Informal Resolution: We encourage you to contact our support team to resolve disputes informally.

Arbitration: If disputes cannot be resolved informally, you agree to resolve them through binding arbitration.

Class Action Waiver: Disputes will be resolved individually and not as part of a class action or representative proceeding.

17. App Store Terms

Apple-Specific Terms:

- Apple is not responsible for the app's functionality, maintenance, or content.
- Warranty claims must be directed to Happning, not Apple.

Third-Party Beneficiary: Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them.

18. Changes to the Terms

We may update these Terms periodically. Changes will be effective upon posting, and continued use of the app indicates acceptance.

19. Governing Law

These Terms are governed by the laws of Delaware, USA, without regard to conflict of laws provisions.

20. Prohibited Content and Behavior

Users are prohibited from:

- Posting content that violates intellectual property rights, contains hate speech, or promotes violence, illegal activity, or other harmful behavior.
- Facilitating the sale of controlled substances, illegal drugs, tobacco, vape products, or excessive alcohol consumption.
- Sharing content that encourages reckless behavior, such as dangerous stunts or challenges.

21. Moderation and Enforcement

Happning reserves the right to:

- Remove content that violates these terms or our Privacy Policy.
- Suspend or terminate accounts for repeated violations or egregious misconduct.

22. User Safety Protections

- **Blocking and Reporting:** Users have access to tools that allow them to block individuals and report inappropriate behavior or content. Reports are reviewed within 48 hours, and appropriate action is taken.
- **Content Moderation:** Automated systems and human moderators are used to monitor content and ensure compliance with Happning's standards and applicable laws.

23. Compliance with Legal Obligations

Happning works closely with law enforcement agencies to ensure compliance with laws governing criminal activity, harassment, and illegal transactions. We will cooperate with legally authorized requests for data and provide necessary support to ensure user safety.

24. Developer Contact Information

Our contact information for user queries and support is publicly available and accessible via the app's support section and at jad@happning.app.

25. Medical and Safety Disclaimers

Happning does not provide medical advice or services. Users are advised to consult qualified professionals for health-related decisions and activities involving physical risk.

26. Age Restrictions

The app is not intended for users under 13 years old. Accounts for minors must adhere to stricter content and usage restrictions.

27. Business and Payment Practices

To comply with App Store guidelines regarding business and payment models:

- **In-App Purchases:** All premium features, subscriptions, and digital goods are available via in-app purchases as mandated by Apple's policies.
- **Transparency in Pricing:** All pricing information is clearly displayed within the app, and users are informed of any charges prior to purchase.
- **Gifting and Refunds:** Users may gift items available via in-app purchases to others. Refunds are limited to the original purchaser and only under conditions specified in our refund policy.
- **Subscription Trials:** Any free trial period will clearly indicate the trial duration, features included, and subsequent charges upon the trial's expiration.
- **Cryptocurrency and NFT Usage:** Users can view NFTs within the app but cannot unlock app functionality or features using NFT ownership. Any NFT transactions must adhere to App Store rules and cannot circumvent in-app purchase mechanisms.

28. Compliance with Business Integrity Rules

Happning strictly adheres to business integrity practices, including:

- Avoiding manipulation of app reviews, rankings, or incentivized feedback.
- Prohibiting artificial inflation of content visibility or popularity.
- Ensuring transparency and accuracy in all promotional and transactional practices.

29. Data Privacy Compliance

- **Explicit User Consent:** User consent is required for all data collection and usage. Customers have the right to withdraw consent, request data access, and request data deletion.
- **Transparency in Data Use:** Clear descriptions of data usage and sharing are provided. Data is shared only with third parties necessary for app functionality and under strict confidentiality agreements.
- **Data Minimization:** Collection is limited to data necessary for core app functionality. Sensitive data such as location or contacts is optional and users have alternative options when permissions are declined.
- **Legal and Ethical Data Practices:** We comply with GDPR, COPPA, and all relevant privacy regulations. Apps that handle sensitive data, such as health or financial information, are reviewed for legal compliance and ethical handling.

30. Contact Us

For questions or concerns, contact us at:

Email: jad@happning.app

Acceptance of Terms

By accessing or using Happning, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree to these terms, you must discontinue use of the app immediately.