

## General Terms of Use License Agreement

**Effective Date:** October 15, 2024

Welcome to the Happy Productions LLC ("Company," "we," "us," or "our") Time's Up mobile application ("App"). By downloading, installing, accessing, or using our App, you ("User" or "you") agree to comply with and be bound by the following terms and conditions ("Terms"). Please review these Terms carefully, as they govern your use of the App. If you do not agree to these Terms, you must discontinue use of the App immediately.

### 1. License Grant

Happy Productions LLC grants you a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial purposes in accordance with these Terms. You are not allowed to copy, modify, distribute, sell, or lease any part of our App, nor may you reverse engineer or attempt to extract the source code unless laws prohibit those restrictions.

### 2. User-Generated Content

a. **Content Ownership:** By submitting, posting, or displaying any content through the App, including but not limited to text, images, video, or other media ("User-Generated Content" or "UGC"), you grant Happy Productions LLC a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with the operation and promotion of the App.

b. **Responsibility for Content:** You are solely responsible for all content that you upload, post, or otherwise make available through the App. By submitting UGC, you warrant that you own the rights to the content or have obtained all necessary rights, licenses, consents, and permissions to use and share it in connection with the App.

c. **Content Removal:** Happy Productions LLC reserves the right to remove, at its sole discretion, any content that it deems inappropriate, harmful, offensive, or otherwise objectionable, or if it violates these Terms. We may remove content without prior notice or explanation and are not liable for any consequences resulting from such removal.

d. **Prohibited Content:** You agree not to post, submit, or share any content that:

- Violates any law or regulation;
- Is fraudulent, deceptive, or misleading;
- Contains hate speech, threats, or incitement of violence;
- Is sexually explicit, obscene, or otherwise offensive;
- Infringes on the intellectual property rights of others;
- Contains viruses or any other harmful code.

### **3. Acceptable Use of the App**

You agree to use the App only for lawful purposes and in accordance with these Terms. You will not:

- a. Use the App in any way that violates applicable local, national, or international law or regulation.
- b. Exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- c. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the App, the server on which the App is stored, or any server, computer, or database connected to the App.
- d. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm Happy Productions LLC or users of the App or expose them to liability.

### **4. Termination of License**

Happy Productions LLC reserves the right to terminate or suspend your access to the App at any time, without notice, for any reason, including but not limited to your violation of these Terms. Upon termination, your right to use the App will immediately cease, and any UGC you have shared may be removed at our discretion.

### **5. Intellectual Property Rights**

All intellectual property rights in and to the App, including but not limited to software, design, trademarks, logos, and other elements, are the exclusive property of Happy Productions LLC or its licensors. You are granted no rights to use such intellectual property except as expressly set forth in these Terms.

### **6. Disclaimer of Warranties**

The App is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, Happy Productions LLC disclaims all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the App will be error-free, uninterrupted, secure, or that any defects will be corrected.

### **7. Limitation of Liability**

In no event shall Happy Productions LLC, its affiliates, or its licensors be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your

use of the App, including but not limited to damages for loss of profits, data, or goodwill, even if we have been advised of the possibility of such damages.

## **8. Indemnification**

You agree to defend, indemnify, and hold harmless Happy Productions LLC, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the App.

## **9. Changes to the Terms**

Happy Productions LLC reserves the right to modify these Terms at any time, at its sole discretion. If we make changes, we will notify you by updating the date at the top of these Terms. Your continued use of the App after the updated Terms take effect constitutes your acceptance of the changes.

## **10. Severability**

If any provision of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or severed from these Terms, without affecting the validity and enforceability of the remaining provisions.

## **11. Contact Information**

For any questions regarding these Terms, please contact us at:

Happy Productions LLC  
support@happyproductions.app

By using the App, you acknowledge that you have read, understood, and agree to these Terms of Use.