

Terms of Service

1. ACCEPTANCE OF TERMS.

Routehappy, Inc. (**ROUTEHAPPY**) owns and operates the website www.routehappy.com and its related sites, applications (including mobile sites and applications), services and technology that are made available by Routehappy, together with any content, tools, forums, information sharing, and transactions available herein (collectively, the “Service”).

These terms of service govern your access to and use of the Service (“Terms of Service”). The Terms of Service shall be deemed to include all other operating rules, policies and procedures that are referred to herein or that may otherwise be published by Routehappy from time to time (collectively, “Policies”), including without limitation, the following:

For purposes of these Terms of Service “User” shall mean either you as an individual or the entity on whose behalf you are accepting these Terms of Service and who is afforded all rights and bound by all terms hereunder. User represents that he/she/it is authorized to accept these Terms of Service.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF SERVICE, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO ENTER INTO THIS AGREEMENT, THEN DO NOT USE OR DOWNLOAD OR OTHERWISE ACCESS ANY PART OF THE SERVICE. USING ALL OR ANY PART OF THE SERVICE WILL CONSTITUTE ACCEPTANCE AND CREATE A LEGALLY ENFORCEABLE CONTRACT UNDER WHICH YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF SERVICE, WITHOUT MODIFICATION.

2. CHANGES.

Routehappy reserves the right, at its sole discretion, to modify or replace the Terms of Service (including any Policy), in whole or in part, at any time. Change notices may be communicated by postings at the Service, via email, or other reasonable means. Users should periodically check the Terms of Service for changes. Continued use of the Service following any change to the Terms of Service constitutes User's acceptance of those changes. The Terms of Service may not otherwise be amended, except by a written agreement executed by User and Routehappy.

Routehappy may terminate, modify or suspend the Service, in whole or in part, at any time, with or without notice.

3. ELIGIBILITY.

You must be at least 18 years of age to visit the Site and use the Service. If you do not so qualify, you are prohibited from accessing or using the Service. Routehappy will not collect personally identifiable information from any person that is actually known to us to be a child under the age of 18. If Routehappy is alerted that a User is under the age of 18, Routehappy will take steps to remove the User's content and terminate and/or block his/her access to the Service.

Routehappy may refuse to offer or continue offering the Service to any person and may change its eligibility criteria from time to time.

4. REGISTRATION.

Registration is not required as a condition of gaining access to the Service.

5. PRIVACY.

Routehappy's current Privacy Policy is available at which shall apply to any use of the Service and which may be modified by Routehappy in its discretion from time to time pursuant to the procedures set forth therein.

6. USER CONDUCT

User may only use the Service for his/her personal and noncommercial use, or as part of an evaluation of the Service with regard to potential commercial use thereof. Any commercial use of the Service requires a separate written agreement with Routehappy.

User will comply with all applicable laws, regulations and rules in connection with the Service. Without limiting the foregoing, Users shall not use the Service for the purpose of money laundering, bid rigging, price fixing or other unlawful collusion, price signaling or exchange of competitively sensitive data or information.

User may not use the Service in violation of these Terms of Service.

User agrees not to take any action using any aspect of the Service, in any manner, that:

- is unlawful, deceptive, misleading, fraudulent, threatening, abusive, harassing, libelous, invasive of another's privacy, tortious, obscene, profane or which otherwise violates the Terms of Service;
- infringes any patent, trademark, trade secret, copyright, right of publicity, privacy right or other right of any party;
- reveals any personal information about another individual, including another person's name, address, phone number, electronic mail address, credit card information or any other information that could be used to track, contact or impersonate that person;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"), chain letters or any form of lottery or gambling;
- imposes an unreasonable or disproportionately large load on Routehappy's computing, storage or communications infrastructure, or attempts to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or otherwise;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function

- of any software, hardware or network system or to damage or obtain unauthorized access to any system, data or other information of Routehappy or any third party;
- harvests, scrapes or collects any information from the Site;
- seeks to solicit information from or about minors; or
- impersonates any person or entity, including any employee or representative of Routehappy.

Routehappy may, at its sole discretion, immediately suspend or terminate any User's access to the Service should its conduct fail (or appear to fail) to strictly conform to any provision of these Terms of Service.

Routehappy may, at any time, monitor, review, remove, retain or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request or investigation (including law enforcement). Routehappy is not responsible for any failure or delay in removing any such content.

7. PROPRIETARY RIGHTS.

User acknowledges and agrees that the Service and all content and materials created by or for Routehappy and made available on or via the Service are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, and Routehappy (and its licensors) shall own and retain all rights, title and interests (including all intellectual property and proprietary rights) therein and thereto.

User may not to sell, license, reverse engineer, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of the Service or its content and materials.

Systematic retrieval of data or other content from the Site by any User to create or compile, directly or indirectly, a collection, database or directory is strictly prohibited.

8. TERMINATION.

Routehappy may terminate any User's access to all or any part of the Service, with or without cause, with or without notice, effective at any time.

Upon any termination, User shall immediately cease using the Service, except that (a) all obligations that accrued prior to the effective date of termination and all remedies for breach of the Terms of Service shall survive and (b) Sections 9 – 16 shall survive.

9. DISCLAIMER OF ALL WARRANTIES.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". THE SERVICE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ROUTEHAPPY AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED. USER'S USE OF THE SERVICE IS SOLELY AT ITS OWN RISK.

10. LIMITATION OF LIABILITY.

User agrees that Routehappy shall not be responsible or liable for any material or data sent or received or not sent or received through the Service. User agrees that Routehappy is not responsible or liable for any threatening, defamatory, obscene,

offensive, illegal or other content or conduct of any third party or any infringement of another's rights, including intellectual property rights.

User agrees, in connection with any use of the Service: (a) to release Routehappy (and its licensors and suppliers) from any and all claims, demands, damages and liabilities, of any type and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with use of the Service by such User (including any disputes with other Users using the Service); and (b) to attempt to settle any disputes directly with such other User or other third party.

IN NO EVENT SHALL ROUTEHAPPY (OR ITS AFFILIATES, LICENSORS AND SUPPLIERS) BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE SERVICE REGARDLESS OF THE FORM OF CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS PAID TO ROUTEHAPPY BY USER (AND RETAINED BY ROUTEHAPPY HEREUNDER DURING THE PREVIOUS 12-MONTH PERIOD) OR US\$50.00, WHICHEVER IS GREATER, EVEN IF ROUTEHAPPY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

11. INDEMNIFICATION.

User agrees to (a) defend Routehappy and its employees, contractors, officers, directors and representatives against any action or suit by a third party that arises out of any transaction with Routehappy or another User in which User is involved, User's use or misuse of the Service, or User's breach of any of its representations, warranties or covenants under this Agreement and (b) indemnify Routehappy for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) awarded and arising out of such a claim. Routehappy reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will assist and cooperate with Routehappy in asserting any available defenses.

12. INTERNATIONAL USE.

Routehappy makes no representation that the Service is appropriate or legally available for use in locations outside the United States, and accessing and using the Service is prohibited from territories where doing so would be illegal. Users that access the Service from other locations do so at their own initiative and are responsible for compliance with local laws.

13. DISPUTES; CHOICE OF LAW AND FORUM.

User and Routehappy agree that any claim or cause of action arising out of or related to the Service must commence within one (1) year after the claim or cause of action arose; otherwise, such cause of action is permanently barred.

The Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the United States of America. In the event of any conflict between US and foreign laws, rules and regulations, US laws, rules and regulations shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms of Service. User expressly agrees that the exclusive jurisdiction for any claim or action arising out of or relating to the Terms of Service or use of the Site or Service shall be in the state of New York, USA, and User further agrees and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Service, including without limitation, this section.

14. INTEGRATION AND SEVERABILITY.

The Terms of Service (including the Policies) are the entire agreement between User and Routehappy with respect to access, use and operation of the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between User and Routehappy with respect to the Service. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service will otherwise remain in full force and effect and enforceable.

15. RESERVATION OF RIGHTS; COPYRIGHT AND TRADEMARK.

Any rights not expressly granted herein are reserved. ROUTEHAPPY™ is the trademark of Routehappy. The names and logos of companies and products mentioned in connection with the Service are the property of their respective owners.

If you believe that material or content residing or accessible on the Service infringes your copyright, please send a notice of copyright infringement containing the following information to Routehappy as specified below:

- Specific identification of the aspect of the Service to which the notice pertains.
- Identification of the work or material being infringed.
- Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that Routehappy is capable of finding and verifying its existence.
- Contact information about the notifying party (the Notifying Party), including name, address, telephone number and e-mail address.
- A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
- A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
- The Notifying Party's physical or electronic signature.

DESIGNATED AGENT TO RECEIVE NOTIFICATION OF CLAIMED INFRINGEMENT.

Routehappy, Inc.

110 Wall Street, 5th Floor

New York, NY 10005

USA

Attn: Copyright Policy

Tel: 347.338.0787

Email: tellus@routehappy.com

16. GENERAL PROVISIONS.

User may not assign, transferable or delegate any right of obligation under these Terms of Service. Any attempted assignment, transfer or delegation will be void. All waivers, consents and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of the Service or Terms of Service,

and neither party has any authority of any kind to bind the other in any respect. All notices to Routehappy under this Agreement will be in writing and deemed received: three days after being sent by certified or registered mail, return receipt requested, or next day after being sent by recognized overnight delivery service to the following address: 110 Wall Street, 5th Floor, New York, NY 10005.