

Terms of service

Please read the provisions herein and our Privacy Policy carefully.

1. Your Acceptance

1.1 This is an agreement between Bitcamp Technologies Inc ("BitcampTech") registered at 81-16 Lefferts Blvd. Kew Gardens NY-11415 the owner and operator of Build Happiness ("Build Happiness ", the " Build Happiness Service", "Service" or the "Application") and you, a user of the Service.

1.2 In order to use the Service, you must first agree to these Terms of Service ("Terms") and Build Happiness' Privacy Policy which are incorporated herein by reference. Your agreement will be confirmed by accepting these terms when prompted upon first launch of the Application. If you do not accept these terms, then please quit, and delete the Application.

2. Build Happiness Service

2.1 These apply to all users of the Build Happiness Service.

2.2 Subject to your compliance with these Terms, Build Happiness hereby grants you permission to use the Service, provided that:

- (i) your use of the Service as permitted is solely for your personal, non-commercial use.
- (ii) you will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without Build Happiness' prior written consent.
- (iii) you will not attempt to alter or modify any part of the Service; and
- (iv) you will comply with all applicable laws and regulations.

2.3 You acknowledge that from time to time the Build Happiness Service may be unavailable whilst we conduct maintenance and updates of the Application and the Service. We will endeavor to minimize such disruption. We do not guarantee that the Build Happiness Service will be available 24 hours a day, 7 days a week.

2.4 The Service may host information containing links to third party websites that are not owned or controlled by Build Happiness. Build Happiness has no control over and no responsibility for any third-party websites. By using the Service, you expressly acknowledge and agree that Build Happiness shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

3. Fees

Build Happiness reserves the right to charge fees for future updates and improvements to the Service. We will notify you of any charges and seek your agreement to them before they are applied.

4. Intellectual Property Rights

You acknowledge and agree that Build Happiness own or are licensors of all the legal rights and interests in and to the Application, except all User Content (as defined below), subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. You agree to not engage in the use, copying, or distribution of any of the Application other than expressly permitted herein, including any use, copying, or distribution of User Content of third parties obtained through the Service for any commercial purposes.

5. User Content

5.1 The Service permits the creation of information, including but not limited to text, images, videos, location, and other data submitted by you and other users ("User Content").

5.2 You shall be solely responsible for your own User Content and the consequences of posting or publishing the content.

5.3 You retain all your ownership rights in your User Content.

5.4 By submitting the User Content, you consent to Build Happiness to sharing non-personally identifying information, as covered in the Privacy Policy, with third parties to assist in understanding usage patterns and for Service functionality.

5.5 In connection with User Content, you further agree that you will not:

- (i) submit material that is copyrighted or subject to third party rights, including privacy rights.
- (ii) publish falsehoods or misrepresentations that could damage Build Happiness or any third party.
- (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive;
- (iv) impersonate another person.
- (v) send or store material containing software viruses or other malware.
- (vi) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or
- (vii) attempt to gain unauthorized access to the Service or its related systems or networks.

5.6 Build Happiness reserves the right to discontinue any aspect of the Service at any time, for example, due to a security breach or your breach of these Terms.

6. Warranty Disclaimer

Use of the Build Happiness service shall be at your own risk. to the fullest extent permitted by law, Build Happiness, its officers, directors, employees, and agents make no express warranties and disclaim all implied warranties, in connection with the service and your use thereof. Build Happiness makes no warranties or representations about the accuracy or completeness of this service's content and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) any

unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iii) any interruption of transmission to or from our service, (iv) any viruses or malware which may be transmitted to or through our service through the actions of any third party, or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the service. Build Happiness does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the service.

7. Limitation of Liability

In no event shall Build Happiness, its officers, directors, employees, and agents, be liable to you for any direct, indirect, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, or any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (ii) any interruption of transmission to or from our servers, (iii) any viruses or malware which may be transmitted to or through our service by any third party, and/or (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, transmitted, or otherwise made available.

8. Indemnity

You agree to indemnify Build Happiness, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Content caused damage to a third party.

9. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred, or assigned by you, but may be assigned by Build Happiness without restriction.

10. General

10.1 Build Happiness reserves the right to amend or modify these Terms at any time. Any major changes of significant impact to our users will be communicated on the Build Happiness site and in-app. By continuing to use Build Happiness after those changes become effective, you are agreeing to be bound by the revised terms.

10.2 These Terms are governed and construed in accordance with US Law and each party hereby submits to the non-exclusive jurisdiction of the Courts in the United States of America.

These Terms of Service were last updated on 21st Apr 2020.

Privacy Policy

At Build Happiness we believe it is important for our customers and users to understand what information we collect, how we use it and who it is shared with. We are therefore committed to protecting your privacy and being transparent about our practices.

Our Privacy Policy explains how Build Happiness and its affiliates (further referred to as "Build Happiness", "Bitcamp Technologies Inc.", "we" or "us") collect, use, and share information when you use our websites or our mobile applications (collectively referred to as our "Services").

This Privacy Policy is incorporated into and is subject to the Build Happiness Terms of Service. Your use of the Build Happiness Service and any personal information you provide to us or via the Build Happiness Service remains subject to the terms of this Privacy Policy.

This Privacy Policy will be updated to reflect our current data collection, use, and sharing practices.

Owner and Data Controller

Bitcamp Technologies Inc., 12 Green Hickory Hill, Scotch Plains, NJ 07076.

Contact email address: privacy@bitcamptech.com.

Information we collect and why

In order to provide you with our services, we collect certain information from you when you use our services. We will hold the above information for as long as is necessary in order to provide you with our services, deal with any specific issues that you may raise or otherwise as is required by law or any relevant regulatory body.

Information we collect about you:

- Personal Information - By using our Services, we may collect the following categories of personal information ("personal information") you provide to us: name; email address; survey responses; demographics; marketing responses; passwords; contact information and other information you provide through our services; and other information you may provide about yourself or others

through our services or to which you provide us with access via third-party platforms.

- **Device Information** - When you use our services or open communications (such as emails), some information is automatically collected from devices (e.g. mobile, computer, laptop, tablet) used to visit or use our services including, but not limited to, operating system, access times, unique device identifiers, service provider, IP address, screen resolution, browser type, language, referring site and other data about your device that we use to provide the services or as otherwise described in this Policy ("device information"). We also collect information about your usage and activity on our services using certain technologies, such as cookies, web beacons and other technologies.
- **Location Information** - If you use our Services, we may receive and store your generic location (such as city or neighborhood) for the purposes of analytics. We may collect location information based on, for example, your IP address, to provide anonymous analytical information on the geographical distribution (city level) of our visitors and users around the world.
- **Usage Information** - We collect certain anonymous analytical information when you use our Services, including information about your interaction with the Services, including the actions you take on the Services.
- **Cookies** - we may also collect certain information using "cookies". Cookies are small files that your browser places on your computer. We may use session cookies, persistent cookies, and other tracking technologies to better understand how you interact with our Services, to monitor usage by our users and web traffic routing on our Services, and to improve our Services. Most Internet browsers automatically accept cookies. You can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting cookies from the websites you visit.
- **Application Data** - "Application Data" is user generated content created using our mobile applications including but not limited to journal entries, photos, videos, imported feed data and settings, collected, and stored on your device. We do not store this data on our services or have access to this information. If you have iCloud backups enabled on your device this information will be stored by Apple. When connecting Build Happiness to the available web services (feeds), the application collects the information which is provided to it from the relative service, including a token to authenticate your identity between these accounts. This information may include your name, the names of those you interact with, your username, the usernames of those you interact with, your location (past and present), media (such as photos and videos) and the times and dates the data was originally published, as well as any other information you have shared on these services. Build Happiness accesses your photos and videos to allow you to add photos to a day's journal. Information from your photos is only stored when you select a photo to include for a Journal.

How we use your information

We use information held about you (and information about others) in the following ways:

- to provide you with our services.
- to ensure the content on our website is presented in the most effective manner for you and your computer or mobile device; and
- to notify you about changes to our service.

How we share your information

For our effective operation and to deliver our Services to you we may share information with Third Parties.

What information we share, who we share it with and why

- Location Information - An approximate location (on a city or neighborhood level) may be collected and shared with Google Analytics (Google) and Apple Analytics (Apple) to provide us with anonymous analytical information about our users and visitors. Precise location is shared with Foursquare (for searching nearby places and venues - such as shops and restaurants) and Google (for searching nearby places - such as towns and cities).
- Device and Usage information - Device and usage information may be shared with Google Analytics (Google), Apple Analytics (Apple) and Crashlytics (Fabric, a Google company) for analytics and crash reporting. Device and Usage information may also be collected by Third Party SDK's when connecting or interacting with them.

Information you choose to share socially

Our Services may allow you to share your Application Data and information publicly or with friends. Our Services may also allow you to connect with us on, share on, and use third-party platforms, including those on which We have a presence. Please be mindful of your personal privacy needs and the privacy needs of others as you choose whom to connect with and what to share and make public. We cannot control the privacy or security of information you choose to make public or share with others. We do not control the privacy practices of third-party platforms.

Information Disclosure

We may disclose your personal information to any partner of Build Happiness and/or a member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries. We may also disclose your personal information to third parties:

- if we sell or buy any business or assets.
- if Build Happiness or substantially all its assets are acquired by a third party; or

- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation or to protect the rights, property, or safety of Build Happiness, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection.

Third Party Services

In addition to the Services we provide directly, we also use third party service providers (collectively referred to as "Third Party Services") who operate their own Privacy Policies. The Third Party Services we use we deem important to our effective operation. So you can find out more about the services we use, and in turn those you may use whilst using and interacting with our Services, we have compiled a list for your reference.

The Third Party Services we use:

- Google Analytics - for the collection of anonymous analytical data to help us better understand how our customers and users use our Services.
- Fabric - for the capture and collection of crash logs to help us identify bugs in our Services.
- Apple iCloud - (if enabled by user) for the storage of your Build Happiness data (if enabled).
- Apple Analytics - (if enabled by user) for the collection of anonymous analytical data to help us better understand how our customers and users use our Services.

Third Party SDK's (Software Development Kit):

- Fabric SDK - provides us with the ability to capture and collect crash logs through the Crashlytics service and interact with the Twitter Platform for integration with Twitter if and when you choose to connect your Twitter account.
- Facebook SDK - provides us with the ability to interact with the Facebook Platform for integration with Facebook if and when you choose to connect your Facebook account.

Third Party API's (Application Programming Interface):

- Facebook API - provides us with the ability to interact with Facebook Platform for integration with Facebook if and when you choose to connect your Flickr account.
- Flickr API - provides us with the ability to interact with Flickr Platform for integration with Flickr if and when you choose to connect your Flickr account.
- Google Places API - provides us with the ability to provide nearby place information when tagging a place in a moment.

- Instagram API - provides us with the ability to interact with Instagram Platform for integration with Instagram if and when you choose to connect your Instagram account..
- Spotify API - provides us with the ability to interact with Spotify Platform for integration with Spotify if and when you choose to connect your Spotify account.
- Uber API - provides us with the ability to interact with the Uber Platform for integration with Uber if and when you choose to connect your Uber account.
- YouTube API - provides us with the ability to interact with YouTube Platform for integration with YouTube if and when you choose to connect your YouTube/Google account.

Data Storage

Application Data

All application data (that is the data you create and add to Build Happiness) is only stored locally on your devices and, if enabled, on iCloud or our Azzure Cloud Database.

Data we collect

Information about you may be transferred to, or accessed by, entities located around the world as described in this Policy. Some of these entities may be in countries that do not provide an equivalent level of protection as your home country. By using our Services, and providing us information about you, you consent to the international transfer of information about you to the above parties.

Data Protection

We take reasonable measures to protect any personal information we may hold about you to prevent loss, misuse, and unauthorized access, disclosure, alteration, and destruction. However, despite our efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse.

Sensitive information sent between your browser and our website, and your device and Third-Party Services, is transferred in encrypted form using Secure Socket Layer ("SSL"). When transmitting sensitive information, you should always make sure that your browser can validate the SSL certificate.

Data Choices, Access, and Correction

Data Choices

- Email - If you do not want to receive marketing and promotional emails from us, you may click on the "unsubscribe" link in the email to unsubscribe and opt-out of marketing email communications. Alternatively, to the extent that applicable law requires your prior opt-in consent to receive marketing and promotional emails, you can choose not to opt-in. Please note that even if you opt-out of receiving marketing communications from one or all our Services, we may need to send you service-related communications.
- Application Data - If you no longer want to use Build Happiness and would like to delete all associated Application Data then delete the Build Happiness application from your device and any application data stored in iCloud. As we do not have access to your application data, we cannot do this for you.

Data Access and Correction

If you believe we are storing information that you would like access to or information corrected, please contact us on support@bitcamptech.com.

Processing Bases

To process your personal data, we rely on the following legal bases:

- For the performance of a contract we have with you (for example, if you use our Services).
- For compliance with a legal obligation to which we are subject (such as when we are obliged to comply with lawful requests from competent authorities such as law enforcement).
- For the purposes of our legitimate interests (such as tailoring your experience on our Services), provided that such processing does not outweigh your rights and freedoms.

Your Rights

To the extent a specific element of our processing of your personal data relies upon your consent, you may withdraw such consent at any time with future effect. Such a withdrawal will not affect the lawfulness of the processing prior to the consent withdrawal.

If you wish to object to the processing of your personal data on the basis of legitimate interest and no opt-out mechanism is available to you directly, please contact support@bitcamptech.com.

Additional Data Privacy Rights

You may have these rights under applicable law:

- **Access** - You may request that we confirm whether we are processing your personal data. If we are, you may request a copy of your personal data, which we will provide free of charge, together with information about the processing, such as the purposes of the processing and the categories of personal data concerned. However, this is not an absolute right and the interests of other individuals may restrict your right of access. We may decline or charge a reasonable administrative cost for requests which are excessive, particularly if repetitive.
- **Rectification** - You may edit some of your personal data when you have access to do so. You may also ask us to change, update or fix your personal data in certain cases, particularly if it is inaccurate.
- **Erasure** - You may request the erasure of your personal data.
- **Restrict Processing** - You may ask us to restrict the processing of your personal data under certain circumstances, such as if your Personal Data is inaccurate or unlawfully held.
- **Data portability** - You may ask for a copy of the personal data you provided to us in a structured, commonly used, and machine-readable format and you may have the right to transmit this data to another entity.
- **Object** - You may object to the processing of your personal data on grounds relating to your particular situation under certain circumstances, for example for direct marketing. If you have a right to object and you exercise this right, your personal data will no longer be processed for such purposes by us, unless there are overriding compelling legitimate grounds for the processing or as otherwise provided under applicable law.

Please note that we may need to retain certain information for record keeping purposes, to complete any transactions that you began prior to your request, or for other purposes as required or permitted by applicable law.

International Transfers

Personal data may be transferred to and processed by recipients that are located inside or outside the European Economic Area (" EEA"). For recipients located outside of the EEA, some are certified under the EU-U.S. Privacy Shield and others are located in countries with adequacy decisions and, in each case, the transfer is thereby recognized as providing an adequate level of data protection from a USA data protection law perspective. Other recipients might be located in countries which do not provide an adequate level of protection from a US data protection law perspective and for which we will base the transfer on appropriate safeguards, such as standard data protection clauses adopted by the United States or by a supervisory authority, approved codes of conduct together with binding and enforceable commitments of the recipient, or approved certification mechanisms together with binding and enforceable commitments of the recipient.

Changes to this Policy

From time to time we may change our privacy policy and although these changes might be minor, we encourage our users to check this page regularly. Any major changes of significant impact to our users will be communicated on the Build Happiness application. By continuing to use Build Happiness after those changes become effective, you are agreeing to be bound by the revised policy.

Questions

If you have any questions regarding our Privacy Policy, please contact us on support@bitcamptech.com.

This privacy policy was last updated on 21st Apr 2020.