

Happeningz.com User Agreement

The following describes the terms on which Happeningz.com offers you access to its services:

ARTICLE I

Introduction to Happeningz.com

Welcome to Happeningz.com.! By using Happeningz.com, and its related sites, services and tools, you agree to the following terms with Happeningz.com, LLC., a Tennessee corporation and the general principles for the websites of any and all of its subsidiaries and/or international affiliates, if applicable.

This Agreement is effective on November 20th, 2013, and upon acceptance for new users.

ARTICLE II

Scope of Use

Before you may become a member of Happeningz.com, you must read and accept all of the terms in, and linked to, this User Agreement and the Happeningz.com Privacy Policy as set forth in Article XII. It is strongly recommended that, as you read this User Agreement, you also access and read any and all linked information. By accepting this User Agreement, you agree that this User Agreement and Privacy Policy will apply whenever you use Happeningz.com sites or services, or when you use the tools made available to interact with Happeningz.com sites and services. If you use another Happeningz.com site(s), you agree to accept the User Agreement and Privacy Policy applicable to that site and as stated herein. Some Happeningz.com sites, services and tools may have additional or other terms provided for utilization of those sites, services or tools.

ARTICLE III

Conditions of Using Happeningz.com

While using Happeningz.com sites, services and tools, you hereby agree and covenant not to:

1. post content or items in an inappropriate category or areas on our sites and services;
2. violate any laws, third party rights or our policies,
3. use our sites, services or tools if you are not able to form legally binding contracts, are under the age of eighteen (18), or are temporarily or indefinitely suspended from using our sites, services or tools;

4. fail to deliver payment for items purchased, unless the seller has materially changed the item's description, a clear typographical error is made, or the seller's identity cannot be authenticated;
5. fail to deliver items purchased from you, unless the buyer fails to meet the posted terms, or the buyer's identity cannot be authenticated;
6. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
7. manipulate the price of any item or interfere with other users' listings;
8. circumvent or manipulate any and all fee structures, billing processes, or fees due and owing to Happeningz.com;
9. post false, inaccurate, misleading, defamatory, or libelous content, including personal or other confidential or proprietary information;
10. collect information about users, including email addresses, without their prior written consent.
11. transfer your Happeningz.com account and User ID to another party without prior written consent;
12. distribute viruses or any other harmful software or similar technologies that may harm Happeningz.com or the interests or property of Happeningz.com users;
13. export or re-export any Happeningz.com tools except in compliance with the export control laws of any relevant state or federal jurisdictions;
14. copy, modify or distribute rights or content from the Happeningz.com sites, services or tools or Happeningz.com's copyrights and trademarks; or
15. take any action that may undermine the sites and/or using them for purposes unrelated to happeningz.com.
16. hold Happeningz.com liable for visitors and posted events or locations interactions. this includes all forms of contact;

ARTICLE IV

Improper Usage of Happeningz.com

Happeningz.com strives to keep its sites and services working properly and in accordance with all applicable federal and state laws in order to keep our users safe. Happeningz.com request that users report problems, offensive content, and policy violations to Happeningz.com immediately. Happeningz.com is not responsible for visitors interaction with promoted events or location.

Without limiting other remedies, Happeningz.com may limit, suspend or terminate services and user accounts, prohibit access to sites and content, services and tools, delay or remove hosted content, and take technical and legal steps to terminate the use of particular individuals or entities that are creating problems or possible legal liabilities,

infringing the intellectual property rights of third parties, or acting inconsistently with the intentions or policies of Happeningz.com. Additionally, Happeningz.com may in its sole discretion, suspend or terminate accounts of users who may be repeat violators of intellectual property rights of third parties. Happeningz.com also reserves the right to cancel unconfirmed accounts or accounts that have been inactive for extended periods or to modify or discontinue Happeningz.com sites, services or tools.

ARTICLE V

Buyer Protection

Buyers and sellers share the responsibility for making sure purchases facilitated by Happeningz.com are conducted in a reasonable manner. Buyers and sellers agree to follow the requirements of Happeningz.com.

We require Happeningz.com sellers to comply with any and all resolution processes and Buyers and sellers permit Happeningz.com to make final decisions, in its sole discretion, on any and all claims that a buyer files with Happeningz.com. In addition:

- Sellers must have a reimbursement method on file with Happeningz.com.
- Sellers agree to allow Happeningz.com to charge the payment method designated for amounts due buyers.
- Sellers agree to allow Happeningz.com to remove funds from PayPal accounts for amounts due to buyers. Sellers may change this reimbursement method by contacting Happeningz.com. However, Happeningz.com reserves the right to continue using seller PayPal accounts for Happeningz.com and any and all transactions paid for before the change.
- Where there are insufficient funds in PayPal accounts or where PayPal is not the reimbursement method of a seller, Happeningz.com will require another reimbursement method.

Changing a reimbursement method will not affect Happeningz.com's use of a payment method on file for other purposes (such as payment of Happeningz.com fees). If sellers do not provide Happeningz.com with a valid reimbursement method, amounts may be collected using other collection methods, including but not limited to retaining collection agencies. Happeningz.com may also suspend or restrict sellers from trading on sites until payment is made. Further, rights are reserved to remedy any processing errors by debiting or crediting the payment method used for the erroneous Happeningz.com refund or reimbursement.

ARTICLE VI

Fees and Services

Joining Happeningz.com is free of any direct charges by Happeningz.com. There are, however, fees for using other services. Any user who uses a service that has a fee, said user has an opportunity to review and accept the fees that will be charged which fees may be modified at any time. Changes to fees are effective after providing at least thirty (30)

days' notice by posting the changes on the Happeningz.com site. Temporary changes to fees for services for promotional events or new services, and such changes thereto are effective when the temporary promotional event or new service is posted on the sites.

Unless otherwise stated, all fees are quoted in U.S. Dollars. The user is responsible for paying all fees and applicable taxes associated with Happeningz.com sites and services in a timely manner with a valid payment method. If a payment method fails or an account is past due, Happeningz.com may collect fees owed using other collection methods, which may include charging other payment methods on file with Happeningz.com, retaining collection agencies and legal counsel, and for accounts over one-hundred eighty (180) days past due, deducting the amount owed from the PayPal account balance.

ARTICLE VII

Happeningz.com Content

When a user provides Happeningz.com content, said user grants Happeningz.com a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, multiple tier, sublicensable right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) retained in the content, in any media known now or in the future.

ARTICLE VIII

Limitation of Liability

Any user hereby agrees and further covenants that the user shall not hold Happeningz.com responsible for other users' content, actions or inactions, items listed or the destruction of allegedly fake items. Happeningz.com sites are constructed in order to allow users to offer, sell, and buy items in a multitude of different pricing formats and geographic locations. Happeningz.com is not involved in the actual transaction between buyers and sellers. While Happeningz.com may help facilitate the resolution of disputes through various programs, Happeningz.com has no control over and does not guarantee the quality, safety or legality of items listed, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or otherwise return an item.

Happeningz.com does not transfer legal ownership of items from the seller to the buyer. and the Uniform Commercial Code § 2-401(2) applies to the transfer of ownership between the buyer and the seller, unless the buyer and the seller agree otherwise. Further, Happeningz.com cannot guarantee continuous or secure access to sites, services or tools, and operation of sites, services or tools may be interfered with by any number of factors outside of Happeningz.com's control. Accordingly, to the extent legally permitted, Happeningz.com excludes all implied warranties, terms and conditions. Happeningz.com is not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of the use of or inability to use sites, services and tools.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to specifically to a user or the jurisdiction in which the user is located.

Regardless of the previous paragraphs, if Happeningz.com is found to be liable, Happeningz.com liability to any specific user or any third party is limited to the greater of (a) any amounts up to the full cost of the item (including any applicable sales tax) and its original shipping costs, (b) the total fees (under Happeningz.com Fees and Services) you paid to us in the twelve (12) months prior to the action giving rise to the liability, and (c) \$100.

ARTICLE IX

Release of Liability

If a dispute arises between one (1) or more users, user hereby covenants and agrees to release Happeningz.com, Inc., its officers, directors, agents, subsidiaries, joint ventures and employees from claims, demands and damages, both actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

ARTICLE X

Happeningz.com Listing Conditions

By listing an item on Happeningz.com's sites, the user agrees to pay Happeningz.com's fees for such, assume full responsibility for the content of the listing and item offered, and accept the following listing conditions:

1. When an item is listed on Happeningz.com's sites, the listing will be posted on Happeningz.com's sites and can be viewed at Happeningz.com;
2. the listing may not be immediately searchable by keyword or category for several hours or up to twenty four (24) hours in some circumstances;
3. Happeningz.com can't guarantee exact listing durations;
4. listings that appear in search and browse results may be based on certain factors including titles, listing formats, bidding activity, keywords, price and shipping costs.

ARTICLE XI

Site Access and Interference

The sites as maintained by Happeningz.com contain robot exclusion headers. Much of the information on the sites is updated on a real-time basis and is proprietary or is licensed to Happeningz.com, Inc., its officers, directors, agents, subsidiaries, joint ventures and employees, by users or third parties. User(s) agree that user(s) will not use any robot, spider, scraper or other automated means to access the sites for any purpose without the

express written consent of an authorized agent of Happeningz.com. User(s) further agree that user(s) will not:

1. take any action that imposes or may impose, in Happeningz.com sole discretion, an unreasonable or disproportionately unmanageable load on the site infrastructure or other tools and services;
2. copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the sites without the prior express written permission of an authorized agent of Happeningz.com, Inc., and the appropriate third party, as applicable;
3. interfere or attempt to interfere with the proper working of the sites, services or tools, or any activities conducted on or with the sites, services or tools; or
4. bypass robot exclusion headers or other measures utilized in order to prevent or restrict access to the sites.

ARTICLE XII

Happeningz.com Privacy Policy

Happeningz.com does not sell, rent or otherwise distribute personal information to third parties for marketing purposes without express and/or explicit written consent of users. Happeningz.com store and process information on computers located in the United States that are protected by physical as well as technological security devices. User(s) can access and modify information provided and may choose not to receive certain communications by signing-in to user accounts. Happeningz.com may utilize third parties to verify and certify privacy principles. If any uses objects or otherwise disagrees with information being transferred or used as stated herein please do not use Happeningz.com.

ARTICLE XIII

Indemnification of Happeningz.com

By virtue of the utilization of Happeningz.com by user, user hereby agrees to indemnify and hold Happeningz.com and Happeningz.com, LLC., its officers, directors, agents, subsidiaries, joint ventures and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of user(s) breach of this Agreement, or your violation of any state, federal or municipal law or the rights of a third party.

ARTICLE XIV

Legal Disputes

If a dispute arises between user(s) and Happeningz.com, user and Happeningz.com agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections set forth below or as otherwise agreed in writing. Happeningz.com strongly encourages users to first contact Happeningz.com directly to seek a resolution to any dispute.

1. **Venue, Choice of Law and Forum for Legal Disputes** - This Agreement shall be governed in all respects by the laws of the State of Tennessee as they apply to agreements entered into and to be performed entirely within Tennessee between Tennessee residents, without regard to conflict of law provisions. User(s) agree that any claim or dispute against Happeningz.com must be resolved exclusively by a state or federal court located in Wilson County, Tn except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within Wilson County, Tennessee for the purpose of litigating all such claims or disputes.
2. **Arbitration Option** - For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$15,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon in advance in writing by all parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed upon in advance in writing by all parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
3. **Improperly Filed Claims** - All claims brought Happeningz.com must be resolved in accordance with this Legal Disputes Section. All claims filed or brought contrary to the Legal Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Legal Disputes Section, Happeningz.com may recover any and all attorneys' fees and costs.

ARTICLE XV

No Agency Created

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

ARTICLE XVI

Notices

Except as explicitly stated otherwise, legal notices shall be served on Happeningz.com's national registered agent (in the case of Happeningz.com) or to the email address you provide to Happeningz.com during the registration process. Notice shall be deemed given twenty four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Happeningz.com may give legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three (3) days after the date of mailing.

ARTICLE XVII

Additional Terms

The following policies, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to specific services offered on Happeningz.com sites:

- **Outage Policy**
- **Prohibited and Restricted Items Policy –**
- **Discussion Boards Usage Policy –**
- **Listing Policy –**
- **Investigations-**
- **Real Estate Policy –**
- **Community Content Policy**
- **Happeningz.com Groups Guidelines –**
- **Rules about Intellectual Property –**
- **Happeningz.com Buyer Protection Policy –**

Each of these policies may be changed from time to time. Changes take effect when posted on the Happeningz.com site. When using particular services on sites, user is subject to any posted policies or rules applicable to services as utilized through the sites, which may be posted from time to time. All such policies or rules are hereby incorporated into this User Agreement.

ARTICLE XVIII

Happeningz.com General Information

Happeningz.com Inc. is located at: P.O. Box 101 Mt. Juliet, Tennessee 37121. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In Happeningz.com sole discretion, Happeningz.com may assign this Agreement in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such section. Failure to act with respect to a breach by user does not constitute a waiver of Happeningz.com's right to act with respect to subsequent or similar breaches. Happeningz.com does not guarantee that it will take action against all breaches of this Agreement.

Happeningz.com may amend this Agreement at any time by posting the amended terms on the Happeningz.com site. Except as stated elsewhere, all amended terms shall automatically be effective thirty (30) days after they are initially posted. Additionally, Happeningz.com will notify user(s) through the **Happeningz.com Contacts**. This Agreement may not be otherwise amended except in a writing hand signed by user(s) and

authorized agents or representatives of Happeningz.com. For purposes of this provision, "writing" doesn't include an email message and a signature doesn't include an electronic signature.

This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof. The following Sections survive any termination of this Agreement: Fees and Services, with respect to fees owed for services, Release, Content, Liability, Indemnity and Legal Disputes.