

HapNex Terms of Use

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1. Scope

These Terms of Use govern your use of hapnex.ai, the HapNex event planner, HapNex accounts and related services, provided by HapNex, Inc., a Delaware corporation ("HapNex"). Our mailing address and current legal documents are publicly available at hapnex.ai/legal without signing in. Bookings are governed by the HapNex User Agreement, and vendors' participation by the HapNex Vendor Agreement. Prospective-vendor invitations and framework participation do not themselves confirm a customer booking or enable a vendor's booking mode. If these Terms conflict with either agreement on a booking or vendor matter, that agreement controls. The Privacy Policy at hapnex.ai/privacy explains how HapNex handles personal information, including before an account or booking exists. When you create an account, book, or join as a vendor, HapNex asks you to accept these Terms by an explicit click or recorded manual signature and records the version, time, and any organization you accept for. It identifies the business and authorized representative for a vendor acceptance.

2. Eligibility

You must be at least 18 and able to form a binding contract. If you use HapNex for an organization, you confirm you are authorized to act for it.

3. Accounts

You will give accurate information, keep your login private, use one login per person, and tell HapNex at team@hapnex.ai promptly if you suspect unauthorized use. You are responsible for activity in your account.

4. The planner and plan locks

4.1 How plans are made. HapNex builds plan options from your request and vendors' published availability and prices, using automated systems including AI. It uses event information, business records and non-identifying service requirements needed for planning, as described in the Privacy Policy. Requests that cannot be safely handled through that process are referred for human review. A plan option is a proposal until you book it.

4.2 Time slots are reserved only on payment. Viewing or adjusting a plan does not reserve any vendor's time. When you lock a plan, HapNex holds the selected time slots for 15 minutes. If payment is not completed within that time, the hold ends and availability may change. A vendor's time is reserved only

when your payment succeeds, or when HapNex accepts an organization's purchase order in writing under the User Agreement.

4.3 Accuracy. Descriptions, images and suggestions in plan options may contain errors. What you book is the confirmed plan shown at payment, under the User Agreement.

4.4 Booking scope and support. The User Agreement sets the activity limits and approval requirements. The normal guest-count limit is 100; a larger activity requires an authorized officer of HapNex, Inc. to review the specific count, lawful venue capacity, permits, event days and production complexity in writing. Every activity requires the venue permissions and licenses or permits applicable to its actual services, location and occupancy, even below 100 guests. Necessary security is arranged directly by the customer or venue with a lawfully qualified service provider and approved by the venue. A confirmed plan must state support hours and coordination channels, and those channels and a responsible person for replacement and Guarantee decisions must be configured before confirmation. AI assistants may handle routine information and routing but do not provide emergency medical care.

4.5 Booking problems. The User Agreement governs booking remedies and deadlines. Ordinary performance problems must first be reported by the earlier of 48 hours after you first view the complete relevant notice and evidence in your authenticated booking, and 30 calendar days after the event ends, with extensions and exceptions stated there. Human approval of a vendor payment does not record your acceptance or waive the preserved rights. Confirmed bookings remain under the agreement version accepted for them.

5. AI agents and automated access

You may use software, including an AI agent, to act for you only through interfaces HapNex provides for that purpose. You are responsible for authorized bookings, payments and messages made through such software, subject to rights the law preserves for electronic input errors or unauthorized transactions. HapNex provides an opportunity to review and correct the material booking details before confirmation. Notify team@hapnex.ai promptly if you discover an input error; HapNex reviews it under applicable law. You may not scrape, crawl or bulk-copy HapNex, or access it by automated means in any other way, or bypass any rate limit or access control.

6. Acceptable use

You will not:

- use HapNex for anything unlawful, or to arrange an event HapNex does not book under the User Agreement;
- give false information or impersonate anyone;
- harass, threaten or discriminate against vendors, their staff, customers or HapNex staff;
- post another person's personal information without permission;
- post, buy or arrange fake reviews;
- upload malicious code, probe or interfere with HapNex's security, or reverse engineer HapNex except where the law allows it;
- use HapNex to compete with it by copying its listings, prices or content.

7. Your content

You keep ownership of what you submit, including requests, messages, reviews and photos. You give HapNex a non-exclusive, royalty-free license to host, process and display it as needed to provide the services, maintain authorized booking records, investigate problems and display your reviews on HapNex, subject to the purposes and retention limits in the Privacy Policy. This does not authorize general AI-model training or marketing use of event photos. Marketing use requires separate consent. You confirm you have the rights needed for what you submit. Vendor-created deliverables and completion evidence are governed by the User and Vendor Agreements.

8. Feedback

If you send HapNex suggestions, HapNex may use them without obligation to you.

9. HapNex's property

HapNex owns its site, software, design and trademarks. HapNex gives you a limited, revocable, non-transferable right to use HapNex for your personal use or your organization's internal use, under these Terms.

10. Third-party services

HapNex works with services such as Stripe and Google Calendar, and links to vendors' own sites. Those services' own terms apply to your use of them.

11. Communications

You agree to receive notices and agreements electronically. HapNex sends account and booking emails. If HapNex offers booking text messages and you separately opt in, HapNex may also send them to the mobile number you provide. You may stop those texts by replying STOP or using the opt-out method provided with that service. Providing a mobile number alone does not constitute consent to text messages. Marketing to customers and account users requires their separate consent. HapNex may separately contact prospective vendors at publicly listed business contacts with relevant business-to-business invitations, only where applicable law and the sending service permit. Commercial messages identify HapNex, give its mailing address and a simple way to stop all marketing emails. HapNex honors opt-outs within ten business days or any earlier required period; the opt-out mechanism remains available for at least thirty days after sending. This does not authorize unsolicited commercial mail through a service that prohibits it. Existing opt-outs and stricter consent commitments remain in effect.

12. Disclaimer

To the extent the law allows, the site and planner are provided as is and as available, without a promise that they will be uninterrupted or error-free. This section does not limit the User Agreement, including the HapNex Guarantee, or any right the law does not allow you to give up.

13. Limitation of liability

For claims arising from use of the site and planner, other than bookings, HapNex's total liability is limited to \$100, and HapNex is not liable for indirect or consequential losses. These limits do not apply to death, bodily injury or property damage caused by HapNex's negligence; to gross negligence, fraud or intentional misconduct; or where the law does not allow them, including willful or knowing violations of Massachusetts General Laws Chapter 93A.

14. Your indemnity

You will reimburse HapNex only for reasonable losses and attorneys' fees from third-party claims to the extent caused by your material breach of section 5 or 6, unlawful conduct, negligence or intentional misconduct. You are not responsible for HapNex's or another party's share of fault or for exercising protected review, complaint or other legal rights. HapNex will notify you promptly and provide the claim information, allow you or your insurer to control a reasonable defense with appropriately qualified counsel, and cooperate. HapNex may participate at its own cost. No settlement may impose an admission, non-monetary obligation or payment on you without your written consent, which must not be unreasonably withheld. Late notice reduces this obligation only to the extent it materially prejudices the defense. This section does not waive rights or protections that cannot lawfully be waived.

15. Suspension and closing an account

HapNex may suspend or close an account that breaches these Terms, with notice unless safety or fraud prevents it. You may close your account at any time. Bookings already made are handled under the User Agreement. Sections 7, 12 to 14, 17 and 19 survive.

16. Copyright complaints

If you believe content on HapNex infringes your copyright, send a notice to team@hapnex.ai. Include your physical or electronic signature; identification of the copyrighted work, or a representative list if multiple works are involved; identification of the material and enough information for us to locate it; your address, telephone number and email address; a statement that you believe in good faith that the use is not authorized by the copyright owner, its agent or the law; and a statement that the information is accurate and, under penalty of perjury, that you are authorized to act for the owner of the right allegedly infringed. HapNex responds promptly to valid notices and terminates repeat infringers' accounts in appropriate circumstances.

17. Disputes and governing law

Contact team@hapnex.ai first; both sides will try in good faith for 30 days to resolve the dispute. This does not prevent either side from seeking urgent court relief, filing a complaint with a government agency, sending a notice the law requires, including a demand under Chapter 93A, or acting to avoid missing a legal deadline. After that, either side may bring a claim in small claims court or in the state or federal courts located in Massachusetts. Massachusetts law governs these Terms, without regard to its

conflict-of-laws rules. Nothing in these Terms limits your rights under Massachusetts consumer protection law.

18. Changes

HapNex will post changes on hapnex.ai and email account holders at least 14 days before a material change takes effect. HapNex asks you to accept a material change by an explicit click at your next sign-in or booking. Bookings stay under the User Agreement version accepted when they were made.

19. General

These Terms are the whole agreement about use of the site and planner. The Privacy Policy is a notice explaining how HapNex handles personal information. If a court finds part of them unenforceable, the rest stays in effect. Not enforcing a term at one time does not waive it. You may not transfer these Terms; HapNex may transfer them to a successor in a merger or sale of its business. If these Terms are translated, the English version controls.

20. Contact

HapNex, Inc., a Delaware corporation • team@hapnex.ai • Mailing address: 56 Broad St STE 91263, Boston, MA 02109, United States