

HapNex User Agreement

Version 1.5 · Prepared 2026-10-04 · Corporate revision · Effective date pending

Company and activation status. HapNex, Inc. is a Delaware corporation. This revision is not yet offered for acceptance; its effective date and required operational launch arrangements remain to be confirmed. Mailing address: 56 Broad St STE 91263, Boston, MA 02109, United States

Part 1. About this agreement

1.1 Parties. This agreement is between you and HapNex, Inc., a Delaware corporation ("HapNex," "we"). If you accept for an organization, "you" means that organization.

1.2 What HapNex does. HapNex builds your event plan from independent local businesses ("vendors"), confirms their time slots, collects payment, coordinates the vendors before and on the event day, and provides the HapNex Guarantee in Part 6. Coordination and the Guarantee are HapNex's own service to you.

1.3 What vendors do. Each vendor is intended to be an independent business that provides, and is responsible for, its own service, subject to the actual relationship and applicable law. HapNex does not prepare food, serve alcohol, operate equipment, provide security or medical care, or supervise your guests. Nothing in this agreement removes HapNex's own duties under applicable employment, safety, accessibility or consumer law.

1.4 Documents. Your booking is governed by this agreement and your confirmed plan. The HapNex Terms of Use govern your use of the website and planner, and this agreement controls if they conflict on a booking matter. The Privacy Policy at hapnex.ai/privacy explains how HapNex handles personal information; it is a notice, not part of this agreement. Your confirmed plan lists each item's vendor, scope, arrival window, completion criteria and price, and any item marked non-refundable and its disclosed commitment point, any waiting-time rate, and any replacement price for rented items. It also states the event dates, venue, approved guest count, support hours, coordination channels and contact, and any approved security or insurance exception. Those item details control for their item. In all other respects this agreement controls. A vendor's own terms and conditions do not apply to your booking unless they appear in your confirmed plan.

1.5 Interpretation. "Including" means including without limitation. "Days" means calendar days, and "business days" means Monday to Friday except US federal holidays. Times are Boston local time. Headings are for convenience only. An item's "price" means its price before tax and tips. Refunds, cancellation amounts and compensation are calculated on that price, and the related tax is refunded or adjusted as the law requires. For a booking confirmed under 4.4, references in Part 6 and 15.3 to what you paid, everything you paid, or the amount you paid include amounts actually paid and the unpaid amount owing for that confirmed booking, including amounts validly invoiced but not yet paid. Only amounts agreed in the confirmed plan, reflecting agreed price changes, are included, and each amount is counted once. The calculation is made before applying remedies for the same problem, and 6.11 still applies. This rule determines remedies and the liability limit only; it does not treat an unpaid amount as payment received or cash held by HapNex, or change when payment is due. The "mandatory booking

price" means the confirmed service prices, all mandatory taxes and charges, and the HapNex coordination fee, excluding optional tips. For 6.5, that mandatory total is the refund and 10% compensation base; amounts actually paid and unpaid amounts owing are handled separately under 4.5. Optional tips remain separate under 3.2 and are not a refund or compensation base. Percentages applying to an individual item remain based on its price before tax and tips, with related tax refunded or adjusted as the law requires.

Part 2. Eligibility and accounts

2.1 You must be at least 18. If you book for an organization, you confirm you are authorized to bind it.

2.2 You will give accurate information, keep your login secure, and are responsible for activity in your account.

Part 3. Plans and prices

3.1 Total price first. Wherever HapNex shows a price for a plan or item, including in ads, AI-generated quotes and plan pages, it shows the total price including all mandatory charges, more prominently than any other price information. The total includes every mandatory charge: each vendor's price, including taxes the vendor must charge, and the HapNex coordination fee. HapNex adds no mandatory charge later. The price changes only if you request a change under Part 5.

3.1.1 Before personal information. Where applicable law requires, HapNex discloses the relevant total price before collecting personal information. It requests only information necessary to establish lawful eligibility, availability or the requested service where a legal exception permits that sequence; unrelated contact details are not treated as necessary merely to obtain a price.

3.2 HapNex coordination fee. This fee pays for HapNex's coordination service, which includes the HapNex Guarantee described in Part 6. **The HapNex coordination fee is not a tip, gratuity or service charge, and is not paid to vendor staff.** Tips are optional. Any tip you add is recorded separately and paid in full to the vendor for its staff, and is never used for refunds, deductions or recovery.

3.3 Taxes. Prices include the taxes that apply to each item, and taxes are shown separately where the law requires, including on catered food and drink. The confirmed plan identifies the seller and the party responsible for collecting and remitting each applicable transaction tax. Tax treatment follows applicable law and the actual transaction, including marketplace-facilitator or resale rules. A tax collected and remitted by HapNex is not also paid to the vendor as tax for the same sale. Any tax on HapNex's coordination fee is HapNex's. These allocations and the payment-agent role do not override a legal duty to collect, remit or report tax. The total always includes all mandatory taxes.

3.4 How long a plan holds. A plan's price holds for 24 hours, or until an item in it becomes unavailable, whichever comes first. Vendor time slots are not reserved until you pay: when you lock a plan, HapNex holds its time slots for 15 minutes, and if payment is not completed in that time, the hold ends. For an organization paying by purchase order under 4.4, time slots are reserved when HapNex accepts the order in writing.

3.5 Price errors. If a price shown is an obvious error, HapNex will tell you before the event. You may accept the corrected price or cancel for a full refund.

3.6 When your booking is confirmed. Your booking is confirmed when your payment succeeds and HapNex sends a confirmation, or when HapNex accepts a purchase order under 4.4. Before confirming an activity, HapNex must have its approved scope, required vendor and venue documents, active payment and payout arrangements, and the coordination channels and responsible decision-maker described in Part 7 configured for that activity. If an item cannot be confirmed after payment, HapNex explains the available replacement of equal or better scope at no extra cost and you may accept it or receive a full refund of that item. Your payment is not treated as advance acceptance of an undisclosed material substitution.

Part 4. Payment

4.1 You pay the total in full when you book, by card or bank payment processed by HapNex's payment provider, Stripe.

4.2 HapNex collects for vendors. HapNex collects each vendor's price as that vendor's authorized payment agent, and collects its own coordination fee. Your payment to HapNex fully satisfies what you owe each vendor for the booked items. HapNex pays each vendor after its work is accepted or approved in the separate human payment review under 8.6. HapNex appears as the merchant on your card or bank statement and is responsible to you for processing your payment and any refund; each vendor remains responsible for its own service.

4.3 Replacement vendors. When a replacement is accepted or otherwise lawfully arranged under Part 6 or 7.4, you authorize HapNex to apply the amount paid for that item to the replacement vendor. This payment authorization does not remove a choice or refund right in those Parts.

4.4 Organizations. HapNex may accept an organization's purchase order or invoice payment by written confirmation. The booking is confirmed when HapNex accepts the purchase order or invoice-payment arrangement in writing. Payment is due according to the payment schedule expressly stated in that written confirmation. The confirmation must specify the applicable invoice and payment due dates, any deposit, and any procurement requirements that must be completed before confirmation. HapNex provides one consolidated invoice and its Form W-9 on request. Any tax exemption must be supported before booking by the documentation required for that exemption, including a valid Massachusetts Form ST-2 and a properly completed Form ST-5 where applicable. Direct purchases by a qualifying government entity may be supported by the official records Massachusetts law requires. A school email address, student status or reimbursement by an institution does not by itself establish an exemption.

4.5 Refunds and compensation. Refunds of amounts actually paid, and any additional compensation due, are paid in money, never as store credit. HapNex initiates a refund to your original payment method within 10 business days of its decision, up to the amount actually paid for the affected item or booking, or sooner where the law requires. A statutory refund deadline runs from the event specified by that law, not from a later HapNex decision, and internal review does not postpone it. Any part of the refund relating to an unpaid amount owing for the confirmed booking is fulfilled by cancelling or reducing the corresponding payment obligation within the applicable period. If that amount has already

been invoiced, HapNex also issues a cancelled or corrected invoice or an invoice credit within that period. The reduction applies only to the relevant booking; it is not store credit and does not replace additional compensation due under Part 6. Cash refunds and reductions of unpaid amounts together satisfy the refund due, with no amount counted twice. Any additional compensation, or other cash amount that cannot be returned to the original payment method, is paid by bank transfer to an account you confirm, initiated within the same period. Your bank controls when the money arrives.

4.6 Payment disputes. Please contact HapNex before disputing a charge with your bank. If you dispute a charge that HapNex has already refunded, you will repay the duplicate amount.

Part 5. Changes and cancellations

5.1 Changes you request to the date, time, location, guest count or items depend on vendor availability. An inquiry, request, proposed quote or vendor refusal does not cancel or change your original booking. HapNex shows the proposed change, price difference and any cancellation amount, and the change takes effect only when you expressly accept it through the booking or another recorded written channel. If it cannot be accommodated, the original confirmed plan remains due unless you expressly cancel after seeing the applicable cancellation amounts. Charges or refunds then follow the change or cancellation you accepted.

5.2 Guest count. You may increase it at any time, subject to availability. Decreases made 7 or more days before the event reduce and refund per-guest items. Decreases made later are not refunded.

5.3 Rescheduling. One date change is free if requested 14 or more days before the event and every vendor is available on the new date. If an item cannot move, HapNex shows the available options and any cancellation amount under 5.4 before you decide. That item is cancelled only if you expressly accept a rescheduling arrangement that cancels it or separately cancel it; merely requesting a date change does not cancel it.

5.4 Cancellation schedule. If you cancel all or part of a booking, refunds for each cancelled item depend on the time before that item's arrival window:

When you cancel	Vendor prices refunded	HapNex coordination fee refunded
14 days or more before	100%	100%
7 to 13 days before	50%	100%
72 hours to 6 days before	25%	0%
Less than 72 hours before	0%	0%

Items clearly marked non-refundable in your plan, limited to custom-made or specially ordered items, are not refunded after the disclosed commitment point, except where the law gives you a cancellation or refund right. This label does not override rights for shipping delay, non-delivery, defective goods or any other non-waivable protection. The vendor price amounts not refunded are paid to the vendors as cancellation compensation. If you cancel only some items, the HapNex coordination fee is refunded in

proportion to the prices of the cancelled items. For the coordination fee, time is measured from the earliest arrival window among the cancelled items.

5.5 Cancellation by HapNex. HapNex may cancel a booking that becomes unlawful, falls under Part 10, presents a safety risk, or involves fraud. You receive a full refund, unless the cancellation results from your breach or misstatement, in which case 5.4 applies.

5.6 Events outside anyone's control. If severe weather, a government order, a utility outage, a public emergency or a similar event outside anyone's reasonable control prevents the event, you may either reschedule within 6 months with the same prices, subject to vendor availability, or cancel. On cancellation, HapNex refunds its full coordination fee. A vendor may retain only reasonable, documented costs irreversibly committed for your item before notice of the preventing event and not recoverable through cancellation, resale or other reasonable mitigation. The retained amount cannot exceed 50% of that item's price or the amount the vendor may keep under 5.4, whichever is lower. The rest is refunded, with the related tax adjusted as required. HapNex supplies the basis for any retained amount on request, and no cost is counted twice. If such an event stops your event after it has started, items already delivered are not refunded, items partly delivered are refunded in proportion to the part not delivered, and items not delivered are handled under this section. Any greater statutory refund or cancellation right remains available.

Part 6. The HapNex Guarantee

6.1 What it measures. The Guarantee applies to each item in your plan, measured against that item's completion criteria: its arrival window, quantities, scope, and the time by which setup is to be finished. Late arrival, and shortfalls in an item that can still be used, are handled only under 6.3 and 6.4.

6.2 Vendor failure. If a vendor cancels, misses its confirmation deadline, does not arrive, or delivers an item that cannot be used for its purpose, HapNex arranges a replacement of equal or better scope at no extra cost to you. HapNex pays any extra cost up to 50% of that item's price. If no replacement is available in time within that limit, you choose one of these:

- a full refund of that item plus compensation equal to 20% of its price; or
- keep the replacement and pay only the cost above 150% of the item's price.

6.3 Late arrival. A vendor arriving more than 30 minutes after the end of its arrival window earns you a refund of 25% of that item. If it arrives more than 60 minutes after the end of its window, you may refuse the item and treat it as a failed item under 6.2, or accept it and receive a refund of 50% of that item.

6.4 Short or incomplete work. If an item falls materially short of its completion criteria, you receive a refund in proportion to the shortfall, and at least 25% of that item's price. An item that cannot be used for its purpose is a failed item under 6.2.

6.5 Event cannot go ahead. An event cannot go ahead when it cannot start within 60 minutes of its scheduled start, or cannot continue for at least half of its scheduled length. If that happens because a critical item failed and no replacement was available in time, or because of a HapNex error, you receive a refund of the mandatory booking price plus compensation equal to 10% of that price, and HapNex

pays the vendors that performed. The mandatory booking price includes confirmed service prices, mandatory taxes and charges, and the HapNex coordination fee, but excludes optional tips, which remain separate under 3.2. Refunds of actual payments and cancellation or reduction of unpaid amounts follow 4.5. Critical items are the venue and the items your plan marks as critical. When this section applies, it replaces 6.2 to 6.4 for that event, so remedies are not added together. If a non-critical item fails and the event goes ahead, 6.2 to 6.4 apply to that item only.

6.6 HapNex's own errors, such as a wrong booking or a missed coordination step, are treated as vendor failures.

6.7 Not covered. The Guarantee does not apply to:

- problems caused by you, your guests, or inaccurate information you gave;
- a venue, vendor, service or item you arranged yourself, or its effect on booked items. If such a problem prevents booked vendors from performing, they are paid as if you had cancelled at that time under 5.4;
- events outside anyone's reasonable control, handled under 5.6;
- taste, style or other preferences not stated in the completion criteria;
- items you declined or changed after confirmation.

6.8 Not promised. HapNex does not promise attendance, guest satisfaction, or social, business or reputational results, and does not pay losses such as travel costs, lost revenue or costs incurred by others.

6.9 Only remedy and maximum. To the extent the law allows, the remedies in this Part are your only remedies for late, partial or failed services, and they total at most the mandatory booking price plus the compensation in 6.2 and 6.5. This Part does not limit claims for injury or property damage (Part 15) or rights the law does not allow you to give up.

6.10 Nature of the Guarantee. The Guarantee is part of HapNex's coordination service and is not sold separately. It is not an insurance policy and does not cover injury, property damage, or any loss not described in this Part.

6.11 How remedies combine. For any one item, you receive the single largest remedy that applies under 6.2 to 6.4, not their sum. The value of remedies already provided under 6.2 to 6.4, including cash refunds, invoice credits, cancellation or reduction of unpaid payment obligations, and compensation, is deducted from any later remedy under 6.5 for the same event. Each amount is counted once.

Part 7. Event-day support

7.1 Before the event. Your confirmed plan states the support hours, coordination channels and contact, and any response arrangement for the activity. HapNex sends you the event-day plan with each vendor's arrival window the day before, and tracks each vendor's confirmation.

7.2 On the day. HapNex coordinates primarily through the message channel stated in your confirmed plan, with a configured telephone contact for urgent booking coordination during the stated support hours, covering the first vendor's arrival window through the last vendor's completion. HapNex tracks arrivals and arranges replacements under Part 6. HapNex may use an AI assistant or a professional

online support service for routine questions and routing, but a person authorized by HapNex is responsible for replacement, refund and compensation decisions. HapNex confirms the activity only after those channels and that responsible person are configured. This does not promise unlimited human support outside the stated hours. AI or booking support does not provide emergency medical care: call 911 first in an emergency under 12.1.

7.3 Remote coordination. HapNex coordinates remotely and does not attend the event unless your plan says otherwise. HapNex does not supervise your guests or on-site safety.

7.4 Substitution. A substitution for a reason other than vendor failure that changes a material part of your confirmed plan, including the specified venue, provider identity, style or service scope, requires your express acceptance regardless of how soon the event starts. HapNex shows the proposed substitution and its relevant details. If you do not accept it, you may keep the original item if it remains available or cancel that item for a full refund without a cancellation charge. Non-material operational adjustments that meet the confirmed plan do not require a new booking, but HapNex gives notice where relevant. Vendor-failure replacements and your choices under the Guarantee follow 6.2; HapNex does not treat a discretionary substitution as vendor failure to avoid this section.

Part 8. Reporting problems and refunds

8.1 How to report. Report problems during the event through the coordination contact where possible. You may report through your booking, that contact, or team@hapnex.ai, including before the review period begins. A report identifies the affected item or event and describes the problem; you do not have to supply all supporting evidence in that first report. For each item, the 48-hour review period begins only when you first open that item's completion notice and complete vendor evidence in your authenticated HapNex booking, and both are displayed for review. For an event-wide problem under 6.5, it begins only when you first open the event completion notice and complete evidence relevant to that problem; an earlier review of an unrelated item does not start it. HapNex records the relevant opening and first report times. Sending or opening an email or text, uploading evidence, or the end of the event does not by itself start the period. The ordinary reporting deadline is the earlier of the end of that 48-hour period and the 30-day date in 8.5, subject to its exceptions.

8.2 Decision. HapNex reviews the booking records, the vendor's evidence and your information, and tells you the remedy and its reasons within 5 business days.

8.3 Acceptance. You may expressly approve an item at any time. Otherwise, an item is treated as accepted when the 48-hour review period in 8.1 has ended without a documented issue, subject to 8.5. HapNex does not record a customer review or 48-hour acceptance if you have not opened the complete materials as described in 8.1. Expiry of the outer reporting date and the separate payment approval in 8.6 do not fabricate your review or express approval. Acceptance does not waive hidden defects you could not reasonably have noticed, which you report promptly after discovering them, or the other rights and claims preserved in 8.5.

8.4 Payment. Refunds and compensation are paid under 4.5. If you disagree with a decision, Part 17 applies.

8.5 Ordinary reporting deadline and exceptions. To request the contractual remedies in Part 6 for an ordinary performance problem you could reasonably have noticed during the event or a reasonable review of the complete notice and evidence, you must first report it by the earlier deadline in 8.1. The 30-day date is 30 calendar days after the event ends. Reporting by that date does not reopen an earlier 48-hour deadline. If HapNex delays the complete notice or evidence, or a HapNex access problem prevents review or reporting, HapNex extends the 30-day date by the resulting delay, without counting overlapping delays twice. If you open the complete materials within that extended period, you receive the full 48 hours after opening. HapNex will not rely on a deadline to the extent its own delay or obstruction prevented a reasonable opportunity to review or report. These deadlines do not apply to hidden defects you could not reasonably have noticed, which you report promptly after discovery; injury, illness or property damage; fraud, gross negligence or intentional misconduct; or rights or claims the law does not allow to be limited, including rights under Massachusetts General Laws Chapter 93A. This is an ordinary contractual reporting condition, not a deadline for legal proceedings. Later reports still receive human assessment of these exceptions. This section applies only to bookings first confirmed under Version 1.3 or a later version containing this condition and does not change earlier confirmed bookings.

8.6 Unopened notices and vendor payment. If you have not opened an item's complete materials by seven days after the later of the event's end and the time when HapNex has successfully sent a valid completion notice through the agreed booking channel and made all required evidence available through working booking access, HapNex refers the item for human payment review. If those materials are still missing seven days after the event ends, HapNex refers them for human follow-up instead. HapNex completes the payment review within two business days of referral, records its decision and reasons, and notifies you and the vendor. It may approve payment only for completed, undisputed work supported by the booking records and evidence. If evidence is insufficient or shows a problem, it requests information or uses the dispute procedure instead of approving an unsupported amount. It initiates transfer of an approved, undisputed amount to the vendor within five business days after the decision, subject to the vendor agreement. Payment approval is not your acceptance, does not start the 48-hour period, and does not shorten your reporting deadline or the rights preserved in 8.5.

Part 9. Your responsibilities as host

9.1 You are the host. You decide who attends and what activities take place. You are responsible for your guests' conduct, for activities and items you or your guests bring, and for supervising any minors who attend.

9.2 Site access. You will provide the accurate address, access, parking or loading, elevator, power and water that your plan requires, and secure your valuables. If access is not available at a vendor's arrival window, the vendor waits up to 30 minutes. After that, waiting time is charged at the waiting-time rate in your plan, and resulting delays are not vendor failures. If access is still not available 60 minutes after the arrival window begins, the vendor may leave and is paid as if you had cancelled at that time.

9.3 Your own venue. For a venue you arrange yourself, you obtain permission for the event and comply with its rules and applicable permits for public spaces, noise or hours. You provide the venue or campus approvals and conditions needed for confirmation, including any restrictions on outside vendors, food, alcohol or AV. HapNex also checks the approvals applicable to the services it arranges; this section does

not transfer its own legal duties to you. A guest-count limit is not a permit exemption, and lawful occupancy includes other people the applicable rule requires to be counted, not only guests.

9.4 Dietary and accessibility needs. Providing dietary, allergy or accessibility information is optional. Use the designated fields or human coordination, state only the requirements needed for the service, and omit guest names where practicable. You may decline to provide details; HapNex will explain any service limitation and discuss workable alternatives before confirmation. If you provide another person's information, you confirm you have their permission or other lawful authority to share it. HapNex explains the purpose and necessary recipients and asks you to agree before collecting and sharing designated information. For catering, give requirements at least 7 days before the event where possible; later requests receive review and are not automatically rejected or treated as a waiver of legal rights. The caterer confirms which requirements it can safely meet; no kitchen is promised to be allergen-free. For accessibility, HapNex works with you and the relevant venue or vendor on the applicable reasonable adjustments, access, communication and service-animal requirements. Its own obligations under applicable disability and public-accommodation law remain in effect. Withdraw consent through team@hapnex.ai; HapNex explains the effect on remaining services and follows the Privacy Policy for restricted retention.

9.5 Damage and rentals. Damage that you or your guests cause to a venue or vendor property, and rented items lost or damaged by guests, are charged at the replacement price shown in your plan, with evidence. You may contest a charge under Part 8.

9.6 Vendor staff safety. Vendors may stop work if their staff are threatened or harassed or conditions are unsafe. If you or your guests caused it, it is not a vendor failure and the vendor is paid in full.

9.7 Security arrangements. An event needing security may be booked when the customer or venue contracts directly with and arranges a lawfully qualified security provider, the venue approves it, and all required licenses, permits and insurance are verified for that work. HapNex reviews the external arrangement before confirmation. In the current service scope, HapNex does not sell, book or furnish security personnel. The external security contract and service remain the responsibility of the customer or venue and the provider, and are outside the HapNex Guarantee under 6.7. This does not excuse HapNex's own negligence or other responsibility that cannot lawfully be excluded.

Part 10. Events HapNex does not book

HapNex does not currently book:

- unlawful events, or events for an unlawful purpose;
- events with more than 100 guests unless an authorized officer of HapNex, Inc. approves that specific booking in writing after reviewing guest count, lawful venue capacity, required permits, event days and production complexity;
- weddings or major ceremonies;
- events on boats or other watercraft, or involving pools or swimming;
- inflatables, climbing, or other activities with significant physical risk;
- fireworks, pyrotechnics, or open flame other than candles;
- events where most guests are under 18;

- adult entertainment, or security arrangements that lack venue approval or a legally required license or permit.

If HapNex learns that a booking falls under this Part, 5.5 applies.

Scope review. The standard guest-count limit is 100. A larger ordinary lecture or similar activity, for example one with 120 guests, requires written approval for that specific booking from an authorized officer of HapNex, Inc. and is not automatically eligible. Multiple venues, multiple event days or complex production also require a written scope review before confirmation. Approval records the permitted count, venues, days and complexity; it never overrides a venue's legal capacity, required permits, or the exclusions above for unlawful or higher-risk activities.

Part 11. Alcohol

11.1 Only a licensed vendor in your plan may sell or serve alcohol. That vendor will not serve anyone under 21 or anyone visibly intoxicated, and may stop service at any time.

11.2 You may provide your own alcohol only where the law, the venue's licenses and the venue's rules all allow it. You are then responsible for it under the law, and HapNex's vendors will not serve it.

Part 12. Safety, incidents and conduct

12.1 Emergencies. If anyone is hurt or at risk, call 911 first, then notify HapNex.

12.2 After an incident. HapNex will identify the responsible vendor and, where coverage applies, its insurer, preserve the booking records, help you file a claim, and cooperate with the authorities.

12.3 Conduct. HapNex does not tolerate harassment, discrimination or violence by vendors toward you or your guests, or by you or your guests toward vendor staff. Report conduct problems through your booking or the coordination contact. Misconduct by vendor staff is a vendor failure under 6.2, and HapNex may suspend the vendor. If guest conduct threatens vendor staff, HapNex may end the affected services, and items not delivered for that reason are not refunded.

Part 13. Photos, reviews and communications

13.1 Completion photos. Vendors photograph their work as completion evidence and avoid identifiable guests where practicable. HapNex and the vendor may retain and use necessary evidence only for booking records, reviewing problems, incident or insurance handling, and legal obligations within the Privacy Policy's applicable periods. A necessary claim or legal hold is limited to the relevant records, reviewed while needed and ended when its basis ends; it is not a marketing permission. A photography or video service you book is delivered as that service. Its copyright and permitted customer use follow 13.5. The vendor may use event content in its own marketing only with your written consent and the written consent of each identifiable guest.

13.2 Marketing. HapNex uses photos of your event in marketing only with your separate opt-in consent, which you may withdraw at any time, and only if no guest can be identified in them or each identifiable guest has consented in writing.

13.3 Reviews. You may post honest reviews of HapNex and its vendors, including genuine planning, inquiry, payment or support experiences before a booking is made. HapNex does not restrict lawful negative reviews or remove them merely because no booking was completed. It may remove unlawful content, another person's private information, demonstrably false or misleading content, or content unrelated to HapNex's or the relevant vendor's products, services or conduct, applying the same standards to positive and negative reviews. HapNex does not pay for reviews. Protected reviews and lawful complaints do not give rise to a contractual penalty or indemnity.

13.4 Messages. You agree to receive booking emails. If booking text messages are offered and you separately opt in, HapNex may 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. Event-day coordination uses the configured channels and hours in Part 7 and your confirmed plan; email remains available if texts are unavailable or you do not receive them. Marketing to you as a customer or account user requires separate consent, and you may unsubscribe at any time. Prospective-vendor business invitations are described separately in the Terms of Use and Privacy Policy and do not change your customer marketing choice.

13.5 Deliverables and rights. For delivered photography, video, design or print works, the standard customer license allows copying, display, publication and reasonable editing for your event and personal or organizational purposes, including your website, social media, presentations and promotion. You may provide the work to a printer or other service provider for those uses. You do not acquire the copyright, stock-resale rights or raw/source files unless the confirmed plan expressly includes them. Any different license, third-party material restriction or required credit is disclosed for your acceptance before booking. The vendor must supply rights sufficient for the agreed use under Vendor Agreement 17.4. Music performance, recording and live-stream rights are identified separately when needed. These permissions do not waive a guest's privacy or publicity rights.

Part 14. Your information

14.1 The Privacy Policy explains how HapNex handles your information. HapNex shares with each vendor only what it needs for its item: your name, the event address, times, guest count, a day-of contact, and disclosed dietary or accessibility needs.

14.2 HapNex does not sell your personal information.

14.3 Vendors must keep your information confidential and use it only for your booking.

Part 15. Liability

15.1 Vendors. Each vendor is responsible for injury, illness and property damage caused by its work, staff, food or equipment, and must meet the licensing and insurance requirements under its agreement with HapNex, including any written low-risk exception approved by an authorized officer of HapNex, Inc. A legally required or venue-required policy cannot be waived. Your confirmed plan identifies any approved insurance exception for your booking. HapNex will help you pursue a claim against the vendor and, where coverage applies, its insurer.

15.2 HapNex. HapNex is responsible for its own coordination service, for the Guarantee in Part 6, and for harm caused by its own negligence or misconduct. HapNex is not liable for a vendor's acts or omissions, except under Part 6 or to the extent HapNex's own negligence contributed.

15.3 Limits. For any claim not covered by Part 6, HapNex's total liability for a booking is limited to the amount you paid for that booking, and HapNex is not liable for indirect, consequential, special or reputational losses or lost profits.

15.4 Exceptions. The limits in 15.3 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.

Part 16. Your indemnity

You reimburse HapNex only for reasonable losses and attorneys' fees from third-party claims to the extent caused by your material breach, unlawful conduct, negligence or intentional misconduct, or conduct under your control for which you are legally responsible. Holding the event, inviting a guest or selecting your own venue or vendor does not alone make you responsible for their independent fault. You do not pay HapNex's, a booked vendor's or another party's share of fault. HapNex promptly provides the claim and relevant information, allows you or your insurer to control a reasonable defense with appropriately qualified counsel, and cooperates. HapNex may participate at its own cost. A settlement cannot admit fault for you or impose an 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. No charge or recovery is made automatically merely because a claim is asserted. This Part does not waive protected reviews, complaints, applicable consumer rights or any other right that cannot lawfully be waived.

Part 17. Disputes

17.1 Contact team@hapnex.ai first. HapNex will respond within 5 business days, and 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.

17.2 After that, either side may bring a claim in small claims court or in the state or federal courts located in Massachusetts.

17.3 Massachusetts law governs this agreement, without regard to its conflict-of-laws rules.

17.4 Nothing in this agreement limits your rights under Massachusetts consumer protection law.

Part 18. Suspension and changes

18.1 HapNex may suspend or close an account for fraud, abuse of vendors, repeated breach of this agreement, or unlawful use. Confirmed bookings are then handled under 5.5.

18.2 HapNex will email you about material changes to this agreement at least 14 days before they apply, and ask you to accept them before your next booking. Changes never alter a confirmed booking, including one confirmed by purchase order under 4.4.

Part 19. General

19.1 Entire agreement. This agreement and your confirmed plan are the whole agreement for your booking and replace earlier statements about it.

19.2 Severability. If a court finds part of this agreement unenforceable, the rest stays in effect, and that part is enforced to the extent allowed.

19.3 No waiver. Not enforcing a term at one time does not waive it.

19.4 Transfer. You may not transfer this agreement without HapNex's written consent. HapNex may transfer it to a successor in a merger or sale of its business, with notice to you.

19.5 Notices. HapNex sends notices to the email address in your account. You send notices to team@hapnex.ai or to the mailing address listed at hapnex.ai/legal.

19.6 Electronic agreement. You agree to sign and receive this agreement, receipts and notices electronically. HapNex emails you a notice with links to downloadable PDF copies of the version you accept.

19.6.1 Access and required disclosures. The accepted version remains available in a form you can retain. Contact team@hapnex.ai to request a paper copy, update your delivery address or withdraw consent to future electronic delivery where permitted; HapNex explains any effect on services and does not retroactively change an existing booking. Before electronic delivery of information that law requires to be provided in writing, HapNex gives the paper-option, withdrawal, access and technical disclosures and obtains any additional consent that law requires. A general booking click does not replace those disclosures.

19.7 Survival. Parts 4, 6, 8, 9.5, 15, 16, 17 and 19 survive the end of your booking or account, for amounts and claims arising before it ended.

19.8 Language. If this agreement is translated, the English version controls.

19.9 Third parties. Except for rights applicable law independently gives them, this agreement gives no contractual enforcement rights to anyone other than you and HapNex.

Part 20. Acceptance

Shown with the plan total and a summary of the Guarantee, before payment:

- ☐ I have read and agree to the HapNex User Agreement, Version 1.5.
- ☐ (Organizations) I am authorized to accept it on behalf of the organization named in my account.