

ThinkDoHappy Inc. Terms of Service

Last Updated: 12/05/2024

BY ACCESSING OR USING THE SERVICES PROVIDED BY THINKDOHAPPY INC. ("HPY"), INCLUDING CREATING AN ACCOUNT OR OTHERWISE SIGNIFYING YOUR ACCEPTANCE OF THESE TERMS OF SERVICE, YOU AGREE TO THESE TERMS ON BEHALF OF YOURSELF AND, IF APPLICABLE, ANY ORGANIZATION OR ENTITY YOU REPRESENT. YOU WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION OR ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OR LACK THE AUTHORITY TO BIND YOUR ORGANIZATION, YOU MAY NOT ACCESS OR USE THE SERVICES.

These Terms of Service (referred to herein as the "Agreement" or "Terms") constitute a binding legal contract between You and ThinkDoHappy Inc. ("hpy," "We," "Us," or "Our"). By accessing, using, subscribing, purchasing, or downloading the Services, You agree to be bound by these Terms. If You are an individual accessing the Services on behalf of an Organization, You are agreeing to this Agreement on behalf of both Yourself and the Organization.

1. Definitions

- **"Account"**: A user account created to access the Services.
- **"Account Owner"**: The individual responsible for managing and maintaining the Account on behalf of themselves or an Organization.
- **"Client"**: A customer, patient, or other individual engaging with an Organization through the Services.
- **"Services"**: hpy's platforms, applications, software, and associated tools, including emotion tracking, therapy management features, and other related functionalities.
- **"User Data"**: Any data, media, or content submitted by You or on Your behalf into the Services, including notes, images, video, and audio.
- **"Protected Health Information (PHI)"**: Defined in accordance with HIPAA and other applicable data privacy laws.

2. Acceptance of Terms

By creating an Account, using the Services, or otherwise engaging with hpy, You confirm that You have read, understand, and agree to comply with these Terms. You also affirm that You are at least 18 years of age or the legal age of majority in Your jurisdiction.

3. Responsibilities of Users

- You must provide accurate and up-to-date information when creating an Account and promptly update such information as necessary.
- You are responsible for maintaining the confidentiality of Your Account credentials, including passwords.
- You are responsible for all actions taken under Your Account, including those by any authorized Users.

4. Licenses and Restrictions

hpy grants You a limited, non-exclusive, non-transferable, and revocable license to access and use the Services in accordance with these Terms. You may not:

- Reverse-engineer, decompile, or disassemble the Services.
- Use the Services to engage in unlawful or fraudulent activity.
- Share login credentials with unauthorized individuals.

5. User Data and Privacy

You retain ownership of User Data submitted to the Services. By using the Services, You grant hpy a non-exclusive, royalty-free license to use, process, and anonymize such data to provide, improve, and develop the Services. hpy will not sell Your Personal Information or User Data. Refer to our [Data Retention Policy](#) for more details.

6. Fees and Payments

- Fees for the Services are detailed on Our website or as otherwise communicated to You.
- All fees are non-refundable unless required by applicable law.
- Failure to pay fees may result in suspension or termination of Your Account.

7. Modifications to the Services

hpy reserves the right to modify, discontinue, or enhance the Services at any time, with or without notice, to improve functionality, comply with applicable laws, or address other business needs.

8. Termination

Either party may terminate this Agreement at any time. Upon termination, You are responsible to request an export Your User Data within 30 days. After this period, hpy may delete Your User Data in accordance with applicable laws.

9. Dispute Resolution and Arbitration

This Agreement is governed by the laws of California. Disputes arising from these Terms will be resolved through binding arbitration, except for claims eligible for small claims court or as otherwise prohibited by law.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, HPY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF DATA OR PROFITS. HPY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR SERVICES IN THE PRECEDING 12 MONTHS.

11. Notices

hpy may provide notices via email, through the Services, or to Your Account contact information. You are responsible for ensuring Your contact information is accurate and up to date.

12. General Terms

This Agreement constitutes the entire agreement between You and hpy regarding the Services. If any provision is found unenforceable, the remaining provisions shall remain in effect.

Contact Information

ThinkDoHappy Inc.

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