



# Happy Mango

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Terms of Service



**Effective date:** December 15, 2015

Please read these Terms of Service (the “*Terms*”) carefully. By accessing or using any of the Internet-based websites, mobile applications (“*app*”), or other products or services of Happy Mango Inc. (d/b/a Happy Mango or [www.happymangocredit.com](http://www.happymangocredit.com), happymango.com, and all subdomains) (“*Happy Mango*” “*we,*” “*our,*” or “*us*”), or the services, features, or functionality that are made available by other companies through any of our Internet-based or mobile websites, apps, or other products or services (collectively, “*Services*”), you (interchangeably, with and without others, either separately or collectively, “*you*” or “*user*”) agree to be bound by these Terms. If you do not agree to be bound by these Terms, do not use our Services.

If you use any of the services, features, or functionality that is made available by a third party in connection with or through our Services, the specific terms of use and privacy policy (or equivalent agreements) of each such third party will govern the specific service, feature, or functionality provided by the respective third party, and we advise you to read such third party’s agreement and policy.

By using our Services, you affirm that you are at least 18 years of age and that you are fully able and competent to agree to be bound by these Terms, including all representations, warranties, and obligations. In addition, you affirm that you are not currently in any way precluded from using the Services and you have not previously been or are currently precluded from using the Services—nor have we in any way discontinued, suspended, other otherwise blocked your use of the Services because you failed to comply with the then-effective terms of use for the Services.

Happy Mango reserves the sole right and discretion to do any of the following at any time and for any reasons, without any notice: refuse to provide the Services or any portion of them to any person, or to discontinue, suspend, or block the Services (including only or specifically your use of the Services).

**ARBITRATION NOTICE: These Terms contain provisions that govern how disputes between you and us may be resolved. It is important for you to understand that, except for certain circumstances outlined below, by using our Services you agree to binding arbitration and you waive any right to participate in a class-action lawsuit or class-based arbitration.**

## **1. Privacy**

By using the Services you agree to our Privacy Policy with respect to your information. Our Privacy Policy is available at the following URL: <https://www.happymangocredit.com/privacy>.

## **2. Services and Intended Use**



In providing the Services, Happy Mango sources available social and financial information, to generate a financial assessment and profile for you (“**Financial Profile**”). With your consent and permission, we provide your Financial Profile to third-party financial institutions. The Services are not intended to provide any financial, tax, or legal advice, and Happy Mango makes no guaranty that the submission of your Financial Profile to any financial institution will result in the extension of credit or a loan.

In providing the Services, and in creating your Happy Mango account and Financial Profile, we will require certain information about you, including your name, username, and, with your permission, we may also collect other financial information about you (“**Account Information**”). Your failure to provide us with accurate and current account information may impair our ability to provide you with effective Services. For more information concerning our privacy policies, please reference Happy Mango’s Privacy Policy at: <https://www.happymangocredit.com/privacy>

### **3. Account Information from Third Party Sites**

The Services include an “add account” feature, whereby you authorize Happy Mango to import your Account Information from other third-party websites and apps, including financial institutions and social media sites with whom you have a business relationship or membership. Happy Mango does not review any such imported Account Information for accuracy, and it is ultimately up to you to ensure that such Account Information is current and accurate.

### **4. Content on the Services**

The Services include and allow users to upload content to their Happy Mango account (“**post**”) and create, share, transmit, or disseminate certain content, such as their profile information, comments, and photographs (separately or collectively, “**User Content**”). In addition, the Services, with your permission, allow other third-party persons to post content about the user, such their impression of you and your trustworthiness (separately or collectively, “**Third-Party Content**”). Most User Content and Third-Party Content is publicly available. Each user is solely responsible for all its User Content, and we do not have any liability for any claim that arises or might arise from your User Content. In addition, each user approves all Third-Party Content before it becomes publicly available, and we do not have any liability for any claim that arises or might arise from any Third-Party Content. You are also solely responsible for any data charges that apply or may apply for using the Services, including charges in connection with transmitting or disseminating any User Content. We have no obligation or duty to monitor or review User Content or Third-Party Content that is posted, and we take no responsibility for such User



Content or Third-Party Content. By posting any User Content in connection with any Services, you represent and warrant that you own the User Content or that you otherwise have the rights to post such User Content and to grant the User Content License (defined in Section 4.A below) in accordance with these Terms. We will not be responsible for any User Content that infringes upon the rights of any other person or entity. Similarly, for any Third-Party Content that you approve to be posted, you represent and warrant that you have read such content and consent to it being posted on Happy Mango through our Services.

We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any content (including User Content or Third-Party Content) or communications in connection with the Services. By using the Services, you may be exposed to User Content or Third-Party that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Happy Mango be liable in any way for any content in connection with the Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available through the Services.

## **5. Our License to Use Your User Content**

### **A. User Content**

Except for the User Content License (defined below), you will retain all ownership in your User Content. However, by posting User Content you grant to us an irrevocable, non-exclusive, transferable, sublicensable, worldwide, perpetual, and royalty-free license to use, copy, reproduce, edit, process, adapt, modify, publish, transmit, display, create derivative works and/or distribute such User Content in any and all media or distribution methods, whether now known or developed later (“*User Content License*”). We may use the User Content License in any way to promote and improve the Services, including developing new functions and features. No use of any User Content in accordance with any User Content License will entitle you to any compensation from us or any other person or entity with which we have a business relationship. We will not be liable to you or any other party for use of the User Content pursuant to the User Content License.

### **B. Feedback; Suggestions**

Any feedback, suggestions, or comments that you provide to us or to any user through the Service (whether through posting, email, online messaging services, or other means) is done so voluntarily by you, and we may use (or not use) any such feedback, suggestion, or comment, in



any way (including the development of new functions or features in connection with the Services) without any obligation to you.

## **6. User's License to Use the Services**

Except for the ownership rights in the User Content described in Section 4 above, all right, title, and interest in and to the Services and the content therein is and shall remain the property of Happy Mango, its affiliates, or licensors (as the case may be). The Services are and may be protected by various laws, including copyright, trademark, patent, and/or other intellectual property laws in the United States of America and elsewhere. Nothing in these Terms grants to any user any ownership interest in the Services, nor does anything in these Terms grant to any user the right to use, copy, reproduce, or distribute any names, trademarks, logos, websites, domain names, or any other features of Happy Mango's business.

Notwithstanding the foregoing, Happy Mango hereby grants to you a personal (not for any commercial use or use in connection with any business), non-exclusive, non-transferable, non-sublicensable, worldwide, license to use the Services and its functions in accordance with these Terms (as may be amended from time to time, "*Services License*"). Happy Mango reserves all rights that are not expressly granted in the Terms. The Services License is revocable by us at any time and for any reason—without any notice to you.

## **7. Prohibited Uses of the Services**

### **A. Prohibited User Content**

You are prohibited from posting any User Content on the Services that is defamatory, obscene, pornographic, harassing, abusive, or that promotes discrimination or hatred toward any group or any other user. You are also prohibited from posting any User Content that infringes on any patent, trademark, trade secret, copyright, or other intellectual property rights of any other party. We reserve the right at all times and for any reason to remove or refuse any User Content, without any liability. We also reserve the right to access, read, preserve, and disclose any information (including User Content) as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms, including to investigate potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to user support requests or user complaints; or (v) protect the rights, property, or safety of Happy Mango, its users, affiliates, services providers, and the public.

### **B. Prohibited Actions**



You are not permitted to do, or attempt to do, any of the following in connection with the Services:

- any action that is illegal, or that is not authorized by these Terms or the terms of any third party that provides (or otherwise assists us with providing) any part of the Services;
- use any portions of the Service that you are not authorized to use;
- probe, scan, or test the vulnerability of our computer systems or networks (nor those of any third-party, including credit and lending companies with which we have a business relationship);
- breach or compromise the security of the Services;
- forge any information (including TCP/IP packet headers) that is used in connection with or posted on the Services, or use the Services to send any altered, deceptive or false source-identifying information, communications, or emails;
- interfere with, disrupt, or inhibit any other user from using the Services or any portion of them, or otherwise damaging, disabling, overburdening, or impairing the functionality of the Services;
- interfere with or disrupt use or access to the Services, including with respect to any server, host, or network in connection with the Services;
- use any robot, spider, crawler, scraper, or other automated means of extracting data from the Services;
- impersonate another user or use or access another user's account without that user's authorization;
- use the Services to send any unsolicited emails, messages, spam, or other content;
- reverse engineer, decipher, decompile, or disassemble, or permit any other party to do any of the foregoing, with respect to all or any portion of the Services;
- harass, intimidate, or stalk any other user, or perform any other conduct that is predatory in nature or otherwise in violation of any law;
- develop or create any third party applications that interact with the Services, including any User Content or Third-Party Content, without our prior written consent;
- buy, sell, rent, lease, or otherwise offer in exchange for any value or compensation use of or access to your Happy Mango account or the account of another user;
- misrepresent your affiliation with any person or entity or otherwise impersonate any person or entity;
- use any portion of the Services, any User Content, or any Third-Party Content for any purposes not authorized by these Terms.

## **8. Password and Account Security**

We take measures to ensure the security of the Services, including maintaining a password policy and related requirements, however you are responsible for all activity in connection with your Happy Mango account. According to our password policy, passwords must meet the following requirement:



- have minimum of 8 characters
- contain at least 1 uppercase letter, 1 lower class letter and 1 number
- contain at least 1 special character that is not a letter or a number

We encourage you (as you are solely responsible) to ensure that you keep your username and password safe and secure from other users or third parties. Happy Mango will have no responsibility or liability for any loss, claim, obligation, or damage that occurs if your Happy Mango account is used or accessed by any other user or third party (whether authorized or unauthorized).

## 9. Copyright Policy and Notice

We will make commercially efforts to comply with the Digital Millennium Copyright Act (the “*DMCA*”) and other applicable laws in connection with the Services, which may include removing (without notice) any User Content, Third-Party Content, or other material in connection with the Services and otherwise taking any actions otherwise permissible by these Terms.

If you believe that there is content or material in connection with our Services that infringes on any copyright that you own or control, you will notify us by sending an infringement notice with our designated agent as follows:

Happy Mango, Inc.  
222 Broadway  
New York, NY 10038

[support@happymangocredit.com](mailto:support@happymangocredit.com)

Your notice to our Copyright Agent must comply with the DMCA. Accordingly, your notice must include substantially the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.



4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## 10. Disclaimers

### A. Disclaimer of Warranties

Your access and use of the Services is at your own risk. The Services are provided on an “AS IS” basis. To the maximum extent permissible by law, Happy Mango disclaims all warranties, representations, and conditions of any kind, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

Happy Mango makes no warranty or representation and disclaims all obligations in connection with any of the following: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (ii) any harm to your device, any loss of data from your device, or any other harm you suffer in connection with the Services; (iii) the deletion of, or the failure to store or to transmit, any User Content or Third-Party Content; or (iv) the Services’ ability to satisfy your expectations or requirements or to be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from us or a third party in connection with the Services, will create any warranty or representation, express or implied, not expressly made by use in these Terms.

Happy Mango further makes no warranty or representation regarding the accuracy of your Financial Profile or Happy Mango account will result in a favorable decision by any third-party financial institution to make a loan, extend you credit, or otherwise provide you with any financial services, products, or assistance.

### B. Third Party Sites and Services

The Services may provide links to, or the Services may be linked from, third party websites, services, or resources (“*Third Party Websites*”). When you use or access any Third Party





Websites, you do so at your own risk. The Third Party Websites are not controlled by us. Accordingly, we do not have any obligation in connection with the content, functions, accuracy, legality, appropriateness or any other aspect of any Third Party Websites. By including any link to a Third Party Website in connection with our Services, we do not endorse in any way and we do not imply or create any association or relationship with any Third Party Website. We are not liable, directly or indirectly, for any harm or damage caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, or services available on or through any Third Party Website.

### C. Limitation of Liability

In no event shall Happy Mango be liable for any incidental, special, indirect, punitive, or consequential damages, specifically including lost profits, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from or related to: (i) your use of, or inability to use, the Services, including our termination, suspension, or revocation of your Happy Mango account; (ii) any losses or damages incurred by or suffered by you as a result of any financial advice, credit/loan application, credit/loan decision, or otherwise from any third-party financial institution; (iii) the sharing of your Financial Profile with any third-party financial institution; (iv) any material or content on or received through the Services that may be offensive, defamatory, or illegal conduct; or (v) any unauthorized use of or access or modifications to your Happy Mango account. The foregoing limitation of liability shall apply to all theories of law, including claims based on breach of contract, tort, strict liability, breach of warranties, or failure of essential purpose, and even if Happy Mango has previously been advised of any such damages.

Notwithstanding the foregoing, to the fullest extent permitted by law, in the event that Happy Mango is found liable for any damages arising out of or relating to these Terms, the aggregate liability of Happy Mango shall not exceed \$1.00.

## 11. **Indemnification**

You shall defend, indemnify, and hold harmless Happy Mango, its shareholders, officers, directors, employees, affiliates, licensors, agents, and third-party service providers (“*Indemnified Part(y)ies*”) fully for any and all costs, liabilities, damages, debts, demands, obligations (including attorneys’ fees and costs) incurred by or threatened against any Indemnified Party, in connection with any of the following: (i) your access to and use of the Services, including any User Content; (ii) any action by you or failure to act that violates the rights of another person or entity, including privacy, confidentiality, intellectual property or proprietary rights; (iii) any action by you or failure to act that is illegal or that violates any applicable law, statute, rule, or regulation; and (iv) your violation of these Terms.



## 12. Arbitration Agreement and Waiver of Class Action

You and Happy Mango agree to the following regarding binding arbitration (the “*Arbitration Agreement*”). In connection with the Service, you and Happy Mango shall use reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. If we are unable to amicably resolve such matter, all claims arising out of or relating to this Arbitration Agreement (including its formation, performance and breach), the Terms, our relationship to each other, or either party’s use of or access to the Services or the content thereon (including User Content), shall be finally settled by binding arbitration administered by the American Arbitration Association (the “*AAA*”). A court has limited authority to review or overturn an arbitration award or the decision resulting from your agreement to be bound by arbitration.

### A. Arbitration Rules; Non-Appearance Arbitration

Any arbitration in connection with the Services shall be on a confidential basis in accordance with the provisions of the American Arbitration Association’s (AAA) Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the AAA, excluding any rules or procedures governing or permitting class actions (the “*AAA Rules*”). The AAA Rules, as well as other useful information regarding arbitration (including how to initiate arbitration) may be accessed at the AAA’s website ([www.adr.org](http://www.adr.org)) or by calling the AAA at 1-800-778-7879. In order to help alleviate costs, at the option of the party seeking relief, claims or disputes seeking a total award of less than \$10,000.00 may be resolved through binding non-appearance-based arbitration. Such non-appearance-based arbitration may, at the option of the party seeking relief, be conducted by telephone or other remote communication technique (such as online or Skype), or based solely on written submissions. For claims or disputes seeking a total award of \$10,000.00 or more, the right to a hearing will be determined by the AAA Rules.

### B. Authority of Arbitrator

The arbitrator (who shall be a member of AAA), shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of this Arbitration Agreement shall be governed by the Federal Arbitration Act.



C. Waiver of Jury Trial

You and Happy Mango waive any and all constitutional or statutory right to go to court and have a trial by judge or jury. If any litigation between you and Happy Mango arises in any state or federal court (such as to enforce or appeal an arbitration award), you and Happy Mango waive all rights to a trial by jury and instead elect to have such dispute be resolved by a judge.

D. Class Action and Class Arbitration Waiver

All claims and disputes coming within the scope of this Arbitration Agreement shall be arbitrated on an individual basis only, and not as a class action or other representative action. You and Happy Mango expressly waive the right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then you and we shall be deemed to have not agreed to arbitrate disputes and all disputes shall be resolved as otherwise set forth in the Terms.

E. Exception – Small Claims

Notwithstanding this Arbitration Agreement, either party may seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

F. Exception – Injunctive Relief

Notwithstanding this Arbitration Agreement, Happy Mango reserves the right to seek injunctive relief from a court of competent jurisdiction to enforce this Arbitration Agreement or to stop any infringement or other violation of any intellectual, proprietary, or third party rights.

G. Right to Waive

Any or all of the rights and restrictions set forth in this Arbitration Agreement may be waived by the party against whom the dispute or claim is asserted. However, any such waiver shall not affect or be deemed a waiver of any other portion of this Arbitration Agreement.

**13. Termination of Terms**

You may terminate these Terms at any time, with or without reason or notice to us, by deactivating or deleting your Happy Mango account. However, the Terms that were in effect at the time of your termination shall govern any claim or matter, or the occurrence of any event or any circumstances, in connection with the Services before such termination. If your Happy



Mango account is inactive or dormant, as opposed to deactivating or deleting your account, these Terms will remain in full force and effect.

Happy Mango may suspend or terminate your use of the Services and your Happy Mango account, or otherwise cease providing the Services to you, at any time for any reason, including but not limited to any of the following: (i) you violate any these Terms (without any right for you to cure such violation); (ii) if the Services or your continued use of the Services causes any actual or potential violation of any law; (iii) we decide for any reason to change or to no longer provide the Services (or any portion thereof). In the event of any such suspension, termination, or discontinuance of the Services, we will make reasonable efforts to provide you with notice through the email address associated with your Services account or the next time that you attempt to use the Services.

Upon such suspension, termination, or discontinuance of the Services, these Terms shall terminate, including the Services License. Notwithstanding any termination of these Terms, any clause or provision in these Terms that explicitly or is reasonably contemplated to survive the termination of these Terms shall survive—including the Sections 4, 5, 6 (except the Services License), 7, 10, 12, 13, and 14.

## **14. Miscellaneous Provisions**

### **A. Waiver and Severability**

Happy Mango's failure to enforce any right or provision of these Terms will not be deemed a waiver of, or the ability to later enforce, such right or provision. If any provision of these Terms (except for Section 11.D. (Class Action and Class Arbitration Waiver)) is found by a legally binding authority to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

### **B. Applicable Law; Venue and Jurisdiction**

These Terms are governed by the laws of the State of New York, without regard to or application of conflict of law provisions. In the event any lawsuit is permitted by the Arbitration Agreement or these Terms, such lawsuit will be brought solely in the federal or state courts located in New York County, New York, and you consent to the jurisdiction and venue in such courts and waive any objection as to inconvenient forum.

### **C. Entire Understanding**



These Terms, together with the Privacy Policy, encompass our entire agreement as relates to our providing you with the Services, and these Terms supersede and replace any contemporaneous and any previous understandings or agreements between Happy Mango and you in connection with the Services. Except for a user's and our valid successors-in-interest, there are no third party beneficiaries to these Terms.

D. Modifications to Terms

We may make any changes to these Terms at any time and in our absolute sole discretion. If we make any change that is material to these Terms, we will notify you through the email address associated with your Services account. Your continued use of the Services after any such changes will constitute your acceptance of such changes.

E. Questions and Comments

If you have any questions, comments, suggestions, or feedback regarding these Terms or the Services, we encourage you to email us at: [support@happymangocredit.com](mailto:support@happymangocredit.com).

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