## THE HAPPY GIRAFFE COMPANY, INC. TERMS OF SERVICE AND USER AGREEMENT

Last updated: November 26, 2024

Please read this agreement carefully; it is a binding contract. This agreement is entered into by The Happy Giraffe Company, Inc. ("**The Happy Giraffe Company**," "**Company**," "**We**," "**Us**," "**Our**") and any person (hereinafter referred to as "**You**" or "**Your**" or "**User**") accessing The Happy Giraffe Company's Website, HappyGiraffe.org (the "**Site**"), and/or downloading our mobile application (the "**App**") and/or creating a user account and/or registering and using our services.

Please be advised that the terms of service for this Company contain a **binding arbitration clause**, as well as a **class action waiver and jury trial waiver**, that impact your rights for dispute resolution. Please read this section carefully if you live in the United States.

If any of the terms or conditions of this agreement, or terms incorporated by reference, are unacceptable to you, do not visit, access, or use HappyGiraffe.org or the App.

1. Applicability of Terms and Conditions. This Terms of Service and User Agreement (the "Agreement") explains how the services available on the Site and the App work and how they are used. This Agreement is subject to change at any time without notice by The Happy Giraffe Company. We expressly reserve the right to modify or make changes to Our Site, App, Platform, or any of Our Services, temporarily or permanently, with or without notice to You. We are not obligated to continue to support or update Our Site, App, Platform, or any Services. You agree that We are not liable to You or any third party if We modify, change, or discontinue the Site, App, Platform, or any of Our Services. The most recent version of this Agreement shall be posted for your review at any time on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.

2. Applicable Use of Services. The Happy Giraffe Company provides information and services for a fun and easy way to budget money individually or as a group (the "Platform"). Services refer to Your use of Our Platform including, but not limited to, accessing the Site, downloading spreadsheets, creating an account, accessing Your account, as well as any other products, features, tools, materials or other services offered from time to time by The Happy Giraffe Company (the "Services"). You may use these Services only for purposes expressly permitted by this Agreement. As a condition of Your use of the Company's Services, You warrant to the Company that You will not use the Services for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.

**3.** Representation and Warranty of Authority. If You are accessing and using the Services on behalf of a company, You represent and warrant that You are authorized to bind the company and that You are accepting the Agreement on the company's behalf. When used in the Agreement, "You" or "Your" will refer to you as an individual and to your company if you are accepting the Agreement on behalf of a company.

4. Certification. By opening an Account, You affirm that You are at least eighteen years old and have the legal capacity to enter into this Agreement. You agree that You will not grant any person access to Your Account, except as described herein, as granting access may violate applicable laws and regulations and may result in the immediate termination of Your Account. You agree and understand that all communication with You will be by email. We will use the email address associated with Your Account as Our primary means of communication with You. You agree to keep Your email address up-to-date and immediately notify Us if there are any changes. We retain the right to deny access to the Platform and Your Account if You fail to provide and maintain a valid email address. You may close Your Account at any time. Closing Your Account will not affect any rights and obligations incurred prior to the Account closure. You may be required to complete or cancel all open transactions. Subscription fees paid during the month of closure will not be refunded.

**5.** Use of Your Account. You acknowledge and understand that We are not giving budgeting advice, tax advice, legal advice, or other professional advice by allowing You to access and use the Site, App, Services, or Platform. The Services on the Platform are provided on a strictly "as is," "where is," and "where available" basis. Your use of and conduct on the Site, App, Services, and Platform is subject to applicable laws and regulations. By creating an account, accessing or using this Site, App, Services or the Platform You agree to be legally bound and adhere to this Agreement, all terms incorporated by reference, and applicable laws and regulations.

6. Conditional Use. Access to the Platform and Your Account is conditional upon the following representations and warranties: (1) all of the information You have provided to Us is truthful, accurate, and complete and will remain truthful, accurate, and complete; and (2) You agree to be solely responsible for maintaining the security of Your Account login credentials and other required forms of authentication.

You may use the Site and App for non-commercial purposes, subject to the provisions of this Agreement, to: (1) open an account to participate in Our Services; (2) participate in Our Services; (3) initiate requests to deposit money; (4) access statements regarding transactions in connection to Your account; (5) access and print or download copies of the current version of this Agreement and other documents relating to Our Services; (6) use the Site or App in other ways as We expressly permit hereunder.

7. Prohibited Use. Your use of the Site, App, Services, and Platform is conditioned upon Your compliance with the rules of conduct provided herein, and Your failure to comply may result in termination of Your access to the Site, App, Services, and Platform, and You will be liable for any damages caused by Your noncompliance. You may not: (1) rent or sell the Service to a third party; (2) copy or reverse engineer the Service, Site, App, or Platform; (3) create derivative works of the Service, Site, App, or Platform; (4) change or alter information, material, content, or notices in the Service, Site, App, or Platform; (5) use a bot or other automatic process to harvest information, material, or content in the Service, Site, App, or Platform; (6) introduce a virus or malicious code into the Service, Site, App, or Platform; (7) use the Service, Site, App, or Platform to violate a third-party's intellectual property rights; (8) send advertisements or spam using or through the Service or Platform; (9) use any information, material, or content in the Service, Site, App, or Platform to create a competing service; (10) engage in any activity including, but not limited to, sales or purchases that interfere with the ordinary and open operation of the Service, Site, App, or

Platform; (11) use, alter, add-on to, or connect The Happy Giraffe Company, the Service, Site, App, or Platform with another API (Application Programming Interface); (12) use the Service, Site, App, or Platform for unlawful or malicious activities, or for activities We deem improper for any reason whatsoever, in Our sole discretion, including but not limited to, laundering of proceeds of any unlawful activity, financing terrorism, committing fraud, harassing or making disparaging comments to any other user(s); or (13) engage in any activity that violates this Agreement or any applicable law or regulation.

In addition to the foregoing, while using Our Service, Site, App, or Platform, You may not: (a) impersonate any person or entity, misrepresent Your association with any person or entity, or use or provide any fraudulent, misleading or inaccurate information; (b) defame, abuse, harass, stalk, intimidate, bully, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (c) access or use (or attempt to access or use) another user's account without permission, or solicit another user's login information; (d) "frame" or "mirror" any portion of the Service, Site, App, or Platform; (e) send or otherwise post unauthorized commercial communications (such as spam); (f) engage in unlawful multi-level marketing, such as a pyramid scheme; (g) post content that is hateful, threatening, pornographic, incites violence, or contains nudity or graphic or gratuitous violence; (h) use or distribute any Content (defined below), including Content that has been verified or confirmed by You or anyone else, to directly or indirectly create or contribute to the development of any database or product; or (i) facilitate or encourage any violations of this Section.

8. Apple and Android Devices. The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the App on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile App license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country, and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP app, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile App license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile App license contained in these Legal Terms against you as a third-party beneficiary thereof.

**9.** Intellectual Property. All text, marks, videos, graphics, user interfaces, visual interfaces, photographs, copyrights, trademarks, logos, service marks, derivatives, sounds, artwork, trade dress, algorithms, software, functionalities, features, computer code, including, but not limited to, the design, structure, and arrangement of the content on Our Site and App, and all other intellectual property rights therein (collectively referred to as "Content"). The Happy Giraffe Company's Site, App, and Content shall at all times remain the sole and exclusive property of The Happy Giraffe Company and are owned and licensed to Us and are protected by the copyright, trademark, trade dress, and various other intellectual property laws and treaties. You have no right, title, security interest or any other interest in, including but not limited to, The Happy Giraffe Company, the Service, the App, the Platform and any of Our source code except for the limited rights to use the Site and App. No part of Our Site, App, Service, Platform, or Content may be copied, reproduced, republished, posted, publicly displayed, translated, or distributed in any way.

**10. End User License Grant.** We grant to You, the end user, a non-exclusive, non-assignable, non-transferable limited license to access and use the Service, subject to Your agreement to and compliance with this Agreement. The license granted to You pursuant to this Agreement is solely for Your personal use, not for resale or redistribution, and may not be used for any other purpose. You agree not to reverse engineer, decompile, or translate Our Content in any way. The Content on Our Site and App may not be copied, modified, republished, assigned, sold, distributed by You, and You may not prepare any derivatives based on Our Content. You have no right to the Content, or any ideas found on Our Site or App. No ownership rights are granted to You hereunder and no title is transferred to You hereunder. All rights, title, and interest in the Content shall belong to The Happy Giraffe Company or Our Affiliates. We reserve all rights not otherwise expressly granted by this Agreement.

**11. Termination.** This Agreement is effective until You or We terminate it. You may terminate this Agreement at any time by discontinuing Your use of the Service. We may terminate this Agreement at any time and for any reason without prior notice to You, and accordingly, We may deny You access to the Service. Termination of this Agreement will not affect any right or relief to which We are entitled at law or in equity. Upon termination of this Agreement, You must discontinue all use of the Service and any information or materials that have been provided to You. The terms and conditions in this Agreement that by their nature and context are intended to survive any termination of this Agreement will survive such termination and will be fully enforceable thereafter. You will not be refunded any subscription amounts. We may report Your fraudulent activity or a breach of this Agreement to the relevant law enforcement authorities and We will cooperate with those authorities by disclosing Your identity to them. In the event of Your fraudulent activity or breach of this Agreement, as determined at Our sole and absolute discretion, Your right to use Our Service will cease immediately, and We may modify, reduce or withhold Your Credits, if any, until final resolution or adjudication of such an action.

12. Donations. The Happy Giraffe Company is a registered 501(c)(3) non-profit and a domestic non-profit corporation registered in the state of Utah dedicated to budgeting education. By making a donation, you understand and agree that your contribution is voluntary and will be used to further the nonprofit's charitable purposes as described on our Site. Donations are not refundable, except in cases where the donation was made in error or as otherwise required by law. Donations are not contingent upon receiving any specific service. **13. Fees for Services.** Fees charged for certain services are used to defray the costs of providing those services, are substantially below the market cost of such services, and are not intended to generate profit. All contributions, whether in the form of donations or service fees, are used in accordance with our mission and objectives, and in compliance with applicable laws and regulations, including *SEMECO Indus. v. Auditing Div. of Utah State Tax Comm'n*, 849 P.2d 1167; Utah Code 59-12-104, 16-6a-302. The nonprofit status of The Happy Giraffe Company ensures that no part of the net earnings or donations inure to the benefit of private individuals, as outlined in Utah Code 59-2-1101.

**14. Quid Pro Quo Contributions.** "Quid pro quo contribution" means a payment made partly as a contribution and partly in consideration for goods or services provided by The Happy Giraffe Company. "Fair market value" means the estimated value of goods or services provided by Us in exchange for a contribution. For all quid pro quo contributions, The Happy Giraffe Company shall provide the donor with a written disclosure statement containing: (a) A statement that the amount of the contribution deductible for federal income tax purposes is limited to the excess of money contributed over the fair market value of goods or services provided by the Company; and (b) A good faith estimate of the fair market value of the goods or services provided. The disclosure statement shall be furnished in connection with either the solicitation or receipt of the quid pro quo contribution.

**15. Donor Acknowledgement.** By making a quid pro quo contribution, the donor acknowledges: (a) Receipt of the disclosure statement described in Section 14; (b) Understanding that the taxdeductible portion of their contribution is limited as described; and (c) Acceptance of the Company's good faith estimate of fair market value.

**16. Valuation Process.** The Organization shall determine fair market value by reviewing prices of similar goods or services in the local market and calculating the actual cost to the Organization, plus a reasonable markup.

**17. Subscriptions and Billing.** Your subscription will continue and automatically renew unless canceled. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. The length of your billing cycle will depend on the type of subscription plan you choose when You subscribed to the Services. We may offer a free trial to new users who register with the Services. Your account will be charged according to the user's chosen subscription at the end of the free trial. We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with applicable law.

**18. Unpaid Amounts.** It is important that each User honor the payment obligations to which the User agreed. Accordingly, we reserve the right to retry billing Your Primary Account after failed attempts. We also reserve the right to pursue amounts You fail to pay in connection with Your Account. You will remain liable for all such amounts and all costs incurred in connection with collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

**19. Personally Identifiable Information.** Personal and certain other information is subject to the Website's Privacy Policy. As a condition of using Our Services You agree to the terms of the

Privacy Policy, as it may be changed from time to time. Our Privacy Policy, which is incorporated herein by reference, is located at https://happygiraffe.org/eula-liability-limitation/. You agree that Your use of any Communications Service is subject to the Privacy Policy.

**20. Binding Arbitration of Claims.** In the event there is an issue, We want to make the resolution process as quick and efficient as possible. You agree to first discuss the issue informally for at least thirty (30) days with Us. To do that, please send Your full name, contact information, Your concern, and Your proposed solution by mail to The Happy Giraffe Company at 7474 N Dogwood Rd, Eagle Mountain, Utah 84005. If We would like to discuss an issue with You, We will contact You using the email address You provided when You created Your account.

If We do not reach an agreed-upon solution after Our discussions for at least 30 days, You agree that any and all claims that either of Us may have arising out of or relating to: (1) these Terms (including formation, performance, or breach of them, and including the scope and enforceability of this arbitration provision), (2) the Privacy Policy, which is incorporated in these Terms; (3) any aspect of Our relationship with each other, and (4) use of the Services, Site, App, or Platform must be resolved through binding arbitration before the American Arbitration Association ("AAA").

The Happy Giraffe Company will not be liable for any direct, indirect, punitive, incidental, special, or consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the content, use or performance of the Site or App, with the delay or inability to access or use the Site or App, the provision of or failure to provide services, or for any content, software, products and services made available or obtained through the Site, App, or use of the Services or Platform, whether based on contract, tort, negligence, strict liability or otherwise.

Any services or content made available or obtained through the use of the Site or the App, and all other use of the Site or App are done at Your own discretion and risk, and You will be solely responsible for any damage to Your computer system or loss of data that results therefrom.

Each party shall pay its own attorneys' fees and costs arising out of the arbitration and shall pay an equal share of the fees and costs of the Arbitrator and AAA; however, the Arbitrator may award the prevailing party reimbursement of its reasonable attorneys' fees and costs and/or other fees and costs of the Arbitrator.

The Arbitrator shall issue a written award within fifteen (15) days after the conclusion of arbitration which describes the material factual findings and conclusions that the award is based upon, including the calculation of damages awarded. Each party shall fully perform and satisfy the arbitration award within fifteen (15) days of the award being issued. Judgment of the award may be entered by any court of competent jurisdiction.

By agreeing to this binding arbitration clause, You understand that You are waiving certain rights and protections which may be available to You if a claim or dispute were determined by the court system, including, without limitation, the right to seek or obtain certain types of damages which are precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right to bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence. **21. Indemnification.** You agree to indemnify and hold The Happy Giraffe Company and any of its Affiliates harmless for claims or suits arising out of: (1) Your breach of this Agreement, including but not limited to, any intellectual property or copyright infringement of a third party's rights by You; (2) Your fraudulent, malicious, misuse, or abuse of the Site, App, and/or Services; or (3) Your violation of applicable laws, rules, or regulations in connection with Your use of the Site, App, Platform, or Services.

YOU AGREE TO INDEMNIFY AND HOLD THE HAPPY GIRAFFE COMPANY, ITS THIRD-PARTY VENDORS, ITS AFFILIATES, INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS AND DEMANDS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, MADE BY A THIRD PARTY DUE TO OR ARISING OUT OF ANY CONTENT SUBMITTED, POSTED, OR OTHERWISE PROVIDED BY YOU TO THE HAPPY GIRAFFE COMPANY AND/OR THIRD-PARTY ADVERTISERS AND ANY BREACH BY YOU OR YOUR AFFILIATES, EMPLOYEES, AGENTS, AND REPRESENTATIVES OF ANY PROVISIONS OF THIS AGREEMENT.

**22. Your Warranties.** You represent and warrant to The Happy Giraffe Company that (a) all information that You provide to Us is accurate and truthful; (b) You have the authority to share information with Us and to grant Us the right to use that information as provided in this Agreement and Our Privacy Policy; (c) Your use of the Site, App, and/or Services does not violate any applicable law or other contract or obligation to which You are a party or are otherwise bound; and (d) any information You provide to Us or post on the Site or App does not infringe on the intellectual property rights of any person or entity.

23. Disclaimer of Warranties. THE SITE AND APP ARE PROVIDED "AS IS", "WITH FAULTS", AND "AS AVAILABLE". THE HAPPY GIRAFFE COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE MANAGING MEMBERS. OFFICERS. DIRECTORS, EMPLOYEES, AND THIRD-PARTY SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO: (1) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSE, AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (2) THE QUALITY, ACCURACY, TIMELINESS, OR COMPLETENESS OF THE SITE AND APP AND THEIR CONTENT; (3) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (4) THE SITE AND APP AND THEIR CONTENT CONFORMING TO ANY FUNCTION, DEMONSTRATION, OR PROMISE BY THE HAPPY GIRAFFE COMPANY OR ITS AFFILIATES; (5) THAT ACCESS TO OR USE OF THE SITE, APP, OR CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

ANY RELIANCE UPON THE SITE, APP, AND THEIR CONTENT IS AT YOUR OWN RISK AND THE HAPPY GIRAFFE COMPANY MAKES NO WARRANTIES. THE HAPPY GIRAFFE COMPANY RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR APP OR ANY FEATURE THEREOF AT ANY TIME AT OUR SOLE DISCRETION. IF YOU DOWNLOAD THE APP OR ANY CONTENT FROM THE SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

You acknowledge and agree that Your reliance on the information available on the Site or App, or through use of the Services and Your interactions with other users through the Services, is SOLELY AT YOUR OWN RISK.

The Services may be subject to limitations, delays, and other problems associated with the use of the Internet, mobile devices, and electronic communications. The Happy Giraffe Company is not responsible for any delays or other damages resulting from such problems. We do not guarantee that the Site, App, Services, or Platform will be operable at all times. We reserve the right to do any of the following, at any time, without notice to You: (1) to modify, suspend, or terminate operation of or access to the Site, App, Services, and Platform, or any portion of the Site or App; (2) to modify or change the Site, App, Services, and Platform or any portion of the Site, App, Services, or Platform, and any applicable policies or terms (except as described in the Privacy Policy); and (3) to interrupt the operation of the Site, App and/or provision of Services or Platform, or any portion of the Site, App, Services, or Platform as necessary to perform routine or non-routine maintenance, error correction, or other changes.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, THE APP OR THEIR RESPECTIVE CONTENT, OR WITH ANY OF THESE TERMS AND CONDITIONS UNDER THIS AGREEMENT OR OUR PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND UNINSTALL THE APP.

**24. Headings.** All headings are solely for the convenience of reference and shall not affect the meaning, construction, or effect of this Agreement.

**25.** No Relationship Created by Agreement. You agree that no joint venture, partnership, employment, or agency relationship exists between You and The Happy Giraffe Company as a result of this Agreement or by accessing or using Our Site, App, Platform, or Services. The Happy Giraffe Company's performance under this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of The Happy Giraffe Company's right to comply with governmental, court, or law enforcement requests or requirements relating to Your access or use of the Site, App, and/or Platform.

**26. Assignment.** You may not assign any of Your rights or obligations under this Agreement. We may assign Our rights and privileges under this Agreement, which include Your User registration, without Your consent in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of Our assets, to an Affiliate, or in connection with a change in control. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**27. Entire Agreement.** This Agreement, together with Our Privacy Policy, constitutes the entire agreement between the parties with respect to Your access and use of the Site, Services, and the materials contained therein, and Your use of the Site and Services. This Agreement, together with Our Privacy Policy, supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

**28. Waiver.** The failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by The Happy Giraffe Company must be in writing and signed by an authorized representative of The Happy Giraffe Company.

**29. Severability.** If for any reason a court of competent jurisdiction or an arbitrator finds any provisions of this Agreement, or any portion thereof, to be invalid, unenforceable, or illegal, such invalidity, unenforceability or illegality shall not affect the remainder of this Agreement.

**30.** Governing Law. This Agreement, Your use of the Site, Your rights and obligations, and all actions contemplated by, arising out of or related to this Agreement shall be governed by the laws of the State of Utah, as if this Agreement is a contract wholly entered into and wholly performed within the State of Utah.

**31. Other Jurisdictions.** The Happy Giraffe Company makes no representation that the Site, Services, or any of the materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or otherwise prohibited. Those who choose to access the Site and Services from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable local laws.

**32. Survival of Terms.** The terms and conditions of this Agreement will continue for as long as You access and use Our Site, App, Platform, and/or Services. The Sections titled "Intellectual Property", "Warranties and Disclaimers", "Binding Arbitration of Claims", "Governing Law", "Indemnification", and this section shall survive any termination or expiration of this Agreement.

**33.** How to Contact Us. If You have any questions or concerns regarding this Agreement, the Site, or the Service, please contact Us at Hello@HappyGiraffe.org or by mail to 7474 N Dogwood Rd, Eagle Mountain, Utah 84005.