

The Happy Start's Terms of Service  
Last updated on February 7, 2026

As described under the section heading "Dispute Resolution, Binding Arbitration, and Class Action Waiver", these Terms of Service contain a binding arbitration agreement and class action waiver. You agree to submit any disputes between us exclusively to individual arbitration and not to sue in court, except in the limited circumstances described below.

The content of this website and our products, and the services provided through this website and our products, are provided by The Happy Start, LLC (collectively, "The Happy Start," "THS", "we," "us" or "our"). These terms and conditions (these "Terms of Service") govern your ("you" or "your") access to and use of the [www.thehappystart.com](http://www.thehappystart.com) website (the "Website") and all services provided by The Happy Start via the Website including without limitation our subscriptions ("Subscriptions"), products, including but not limited to our 'Baby Developmental Milestone Activities' cards, and gift cards (collectively, the "Services"). You may also be provided additional terms and conditions with respect to specific Subscriptions, products, and gift cards ("Specific Policies"), which shall apply in addition to these Terms of Service, with the Specific Policies superseding any conflicting terms in these Terms of Service.

If one or more of the provisions in these Terms of Service are null and void or should be nullified, the other provisions of these Terms of Service will remain fully applicable.

These Terms of Service apply to The Happy Start Website users, customers, and prospective customers located in the United States and Canada.

## ACCEPTANCE OF TERMS

By using our Website, purchasing our Services, or subscribing to our Services, you accept these Terms of Service. Please read them carefully, as they may have changed since your last visit. We may revise these Terms of Service at any time. Any revisions will be posted on this Website. Your continued use of the Website will indicate you understand and accept the Terms of Service as revised.

## PRIVACY STATEMENT

All information collected through the Website and our Services, including our 'Pediatric Expert Tips' scanned via QR code in our 'Baby Developmental Milestone Activities'

product, is subject to our Privacy Policy, which is hereby incorporated into and made part of these Terms of Service.

## **GIVEAWAY PROGRAM**

From time to time, we offer our customers and non-customers alike the opportunity to enter The Happy Start-sponsored or affiliated contests, sweepstakes, giveaway programs, or other promotions (each, a “giveaway program”), pursuant to which they can win free or discounted The Happy Start Products and/or products of third-party participating brands. The rules, terms, and conditions applicable to a particular giveaway program are provided to, and must be agreed to by, participants prior to their entry into the program. Among other things, by entering into a giveaway program, you agree that certain personal data may be collected, processed, stored, or otherwise used by The Happy Start, the participating brands, and their affiliates, including for promotional, marketing, and advertising activities. For additional information about how we, the participating brands, and their affiliates, may use your personal information, please see our Privacy Policy and the privacy policies of each of the participating brands and their affiliates.

## **FEEDBACK**

In the event that you provide us with any ideas, thoughts, criticisms, suggested improvements, or other feedback related to Products or the Services (collectively “Feedback”), you hereby assign such Feedback to us without compensation or expectation of compensation and agree that we may use such Feedback for commercial or non-commercial purposes at our discretion. For any Feedback that cannot be legally assigned to us, you hereby (a) grant us an exclusive, unrestricted, worldwide, perpetual, and royalty-free license to use the Feedback to (i) improve our Services or any Products and (ii) promote the Services and Products, and (b) agree that you will not be due any compensation for your Feedback that is used in these ways.

## **WEBSITE AND SERVICES CONTENT**

Users have a personal, non-transferable, non-exclusive right to access and use the content of this Website and available through the Services (the “Content”) subject to these Terms of Service. The term “Content” includes all information, text, images, data, links, software, trademarks, videos, trade names, audio, designs, look and feel of the Website, and other material accessible through the Website or Services, whether created by us or provided by another person for display on the Website or through the Services.

We reserve the right to make changes to document names and content, descriptions or specifications of Products or Services, or other information without obligation to issue any notice of such changes.

You may view, copy, download, and print Content that is available on the Website or through the Services, subject to the following conditions:

- a) The Content may be used solely for personal, non-commercial, and informational purposes. Except for these limited purposes, no part of the Website or the Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.
- b) The Content may not be modified.
- c) Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Service; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this Website.

Any pictures and drawings remain our property at all times and must be returned to us without delay upon request, failing which the holder will owe the value to be determined by the owner. This provision also applies if we have expressly stated in writing that we wish a return.

We may alter, suspend, or discontinue this Website or the Services in whole or in part, at any time and for any reason, without notice. The Website may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

## **RESPONSIBLE USE AND CONDUCT**

By visiting our Website you agree to use all Content only for the purposes intended and as permitted by these Terms of Service and applicable laws, regulations, and accepted online practices.

By visiting our Website you are responsible for the confidentiality of your Account login information and are responsible for all activities that occur under your Account. You agree all information you provide for your Account is accurate and up-to-date. You agree to access our resources only in the means we provide and will not attempt to copy, duplicate, distribute, reproduce, display, sell, trade, or resell any of our information, resources, content, or tools.

With respect to the Website and related software, source code, platforms, servers, and interfaces, whether owned by us or third parties, you must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, alter, revise, translate, create derivative works, or make any unauthorized attempt to access or use; (b) sell, assign, sublicense, transfer, distribute, lease, rent, or grant a security interest; (c) reproduce, duplicate, copy, sell, resell, or exploit for commercial purposes; or (d) access or use in a manner prohibited by applicable laws, directives, or regulations, or by these Terms of Service.

Failure to comply with these Terms of Service holds you solely responsible for consequences, losses, or damages The Happy Start directly or indirectly incurs, and you may incur criminal or civil liability.

## **PROHIBITED CONDUCT**

You agree to abide by all applicable laws and not to: (a) upload, transmit, post, email, or otherwise make available to the Website any material in any format that: (i) is false, inaccurate, misleading, fraudulent, unlawful, harmful, threatening, tortious, defamatory, vulgar, invasive of another's privacy, or libelous; (ii) infringes any third party's intellectual property or other proprietary right or rights of publicity or privacy; or (iii) contains viruses, worms, Trojan horses, time bombs, corrupted files, or any other software or programs designed to interrupt, interfere, intercept, expropriate, destroy or limit the functionality of the Website or any computer software or hardware or equipment associated with the Website; (b) alter, remove, obscure or falsify any attributions, trademark, copyright or other proprietary designations of origin or source of the Website or Content; (c) impersonate any person or entity; (d) attempt, through any means, to gain unauthorized access to the Website or Content in a way not intended by us or for any unlawful purpose, or another person's account or information on or through the Website; (e) use any robot, scraper, spider, or any other automatic device or manual process to monitor or copy the Website or any Content; (f) take any action that imposes an unreasonable or disproportionately large load on the Website; (g) take any action that creates liability for us or causes us to lose any of the services of our business partners, vendors, or suppliers; (h) take any action that would cause us to violate any applicable law, statute, ordinance, or regulation, or that violates these Terms of Service; (i) attempt to tamper with, alter, disable, hinder, bypass, override, or circumvent any Website security, reliability, or integrity features, restrictions, or requirements; (j) interfere with or disrupt the integrity or performance of the Website or the data contained therein; or (k) access the Website or Content in order to build a competitive product or service, copy any features, functions, or graphics of the Website or Content or monitor the availability and/or functionality of the Website or Content for any

benchmarking or competitive purposes.

## COUPON AND EMAIL SUBSCRIPTION LIMITS

**One Offer Per User:** All promotions are limited to one (1) coupon per unique visitor, which includes not only shopping on our website ([www.thehappystart.com](http://www.thehappystart.com)) but also third-party websites like Amazon.com and Walmart.com. Users are strictly prohibited from submitting multiple email addresses or creating duplicate accounts to circumvent this limit.

**Eligibility Verification:** We reserve the right to invalidate any coupons, cancel orders, or terminate access if we detect, in our sole discretion, the use of multiple identities, disposable email domains, or automated scripts to bypass these restrictions.

## FORCE MAJEURE

We are not responsible for non-performance of any obligation if we are prevented from complying due to force majeure causes beyond our reasonable control. Force majeure means, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, on which we cannot exert influence but as a result of which we are unable to fulfill our obligations. This includes, without limitation, strikes in our company and at our contractors, as well as pandemics and resulting conditions. In case of force majeure, you cannot claim any compensation or breach. If a case of force majeure results in the agreed date or term being exceeded, we have the right to terminate the relevant agreement by means of a written statement. This dissolution does not extend to Products that have already been delivered; these must be paid for, insofar as payment has not already been made.

## INDEMNIFICATION

By using this Website, our Services, or supplied Products, you agree to indemnify, hold harmless, and defend The Happy Start and our affiliates and our respective officers, directors, shareholders, employees, agents, contractors, and representatives (and their respective successors and assigns) from any claims, damages, losses, and liabilities, and all costs and expenses of defense, including but not limited to attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with: (a) use or attempted use of this Website, Services, Products, and/or Content by you or any other person accessing the Website using your Account; (b) your violation of any terms of these Terms of Service or applicable law; and (c) your violation of any third party right, including but not limited to, any copyright, property, or privacy right.

## **ACCURACY OF USER INFORMATION**

If you choose to provide information to register for or participate in a service, event, or promotion on this Website or to use our Services, you agree that you will provide accurate, complete, and up-to-date information as requested on the screens that collect information from you.

## **MINORS**

The Services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18, but over the age of 13, may use the Services only in conjunction with and under the supervision of a parent or legal guardian. In this case, the adult is the user and is responsible for upholding all obligations that arise from these Terms of Service.

Although we will not collect information from any individual under the age of 13, Account Information may contain personally identifiable information—including the first name, last name, address, and birthday—of minors (“Child Personal Information”). Maintaining the confidentiality of your Account Information generally, and Child Personal Information specifically, is a responsibility we take seriously—we will not use or disclose Child Personal Information or your Account Information except as necessary to provide the Services or as otherwise authorized by you, and only in accordance with our Privacy Statement. Such necessary uses and disclosures may include, without limitation, providing Child Personal Information to our service providers and contractors.

## **DISCLAIMER OF WARRANTY**

You are solely responsible for determining if the books that are delivered with our Subscriptions are suitable for your children. We do not take responsibility for the content in books or whether the books we choose conform to values suitable to every parent who subscribes to our service. Under no circumstances will we be liable for any loss or damage caused by your use of the Products or your reliance on information in any Content on this Website. You agree that your sole and exclusive remedy arising from or relating in any way to any Product shall be its replacement or a credit towards another monthly shipment, at our sole discretion.

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE, SERVICES, PRODUCTS, AND CONTENT ON OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT**

NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, THE HAPPY START DOES NOT WARRANT THAT: (A) THE INFORMATION AVAILABLE ON THIS WEBSITE IS FREE OF ERRORS; (B) THE PRODUCTS OR SERVICES ARE NOT DEFECTIVE; (C) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS WEBSITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (D) DEFECTS WILL BE CORRECTED; OR (E) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE NOR OUR AFFILIATES OR OUR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES (OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) SHALL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR ATTEMPTED USE OR INABILITY TO USE THE WEBSITE, PRODUCTS, SERVICES, OR CONTENT, INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST OR STOLEN DATA, LOST OPPORTUNITIES, DAMAGED DEVICES, OR OTHER INTANGIBLES, EVEN IF WE OR YOU HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, OR IF WE ARE OTHERWISE FOUND TO BE LIABLE TO YOU IN ANY MANNER, THEN YOU AGREE THAT OUR TOTAL LIABILITY TO YOU FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, TO ACCESS THE WEBSITE, IN THE AGGREGATE FOR ALL CLAIMS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STALED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **EXCLUSIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY, INCLUDING FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **NO MEDICAL OR OTHER PROFESSIONAL ADVICE**

The Website, Services, and content we provide are for your informational, educational, and entertainment use only. Nothing contained on the Website, provided with Services, or the Content, including but not limited to posts on all our social media channels and third-party commerce websites (e.g., Amazon, Walmart), is or should be considered, or used as a substitute for, medical, nutritional, or any other professional advice, diagnosis or treatment, and you agree not to use the Website, Services, or content we provide for such purposes. There is no doctor-patient, therapist-client, or other such professional relationship created by the Website, Services, content and your use thereof. If you have any concerns about your personal health or the health of your children, wards, or other family members, you should seek the advice of a physician or other qualified, licensed healthcare professional or provider.

## **NO IMPLIED ENDORSEMENTS**

In no event shall any reference to any third party or third-party product or service be construed as an approval or endorsement by The Happy Start of that third party or of any product or service provided by a third party. Likewise, a link to any third-party website ("Linked Site") does not imply that we endorse or accept any responsibility for the content or use of such Linked Site. Your use of a Linked Site is subject to the privacy policies and terms of use of such Linked Site and you should read and understand them before using any Linked Site. You access and use a Linked Site at your own risk. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising appropriate judgment and caution.

## **JURISDICTIONAL ISSUES**

We make no representation that the Services and Products provided by The Happy Start, Inc. are available in, appropriate for, or comply with laws outside the United States and Canada. If you access the Website outside these jurisdictions, you do so at your own risk and are responsible for complying with your local laws and regulations; provided, however, that you agree that your access to the Website does not subject us to any laws, regulations or jurisdictions of any area.

## **TERMINATION**

We may terminate any user's Subscription or access to our Website or Services for any reason and at any time, with or without prior notice. It is our policy to terminate users who violate these Terms of Service, as deemed appropriate in our sole discretion. You

agree that we are not liable to you or any third party for any termination of your access to our Website or Services.

## **DISPUTE RESOLUTION, BINDING ARBITRATION, AND CLASS ACTION WAIVER**

If you have a concern or complaint of any kind, please contact us and our team will work to assist you. If our team is unable to resolve your issue, you agree to work diligently and in good faith with The Happy Start to reach a resolution that is fair and equitable to both sides using the informal settlement process described below. On occasion, despite our respective best efforts, a third party may be necessary to help resolve problems that may arise between you and The Happy Start. You and The Happy Start agree to submit disputes exclusively to binding individual arbitration, and you agree that you will not sue in court before a judge or jury, except in the limited circumstances described below.

This section (which we'll also refer to as the "Arbitration Agreement") applies to the fullest extent allowable by law.

Please read this Section carefully, as it affects your rights.

**Disputes that We'll Arbitrate.** You and The Happy Start agree to mandatory individual arbitration for each claim against The Happy Start asserted by an individual alleging actual/economic damages exceeding \$5,000 and arising from or relating to the Services, these and prior versions of these Terms of Service, any Products, data, or content bought, sold, offered, accessed, displayed, or transmitted through the Services, and actions or statements The Happy Start, in each case including disputes that arose before the effective date of these Terms of Service (each, a "Major Dispute"). This means that you and The Happy Start are each waiving your right to a jury trial for a Major Dispute.

Notwithstanding the foregoing, any claim asserted by an individual against The Happy Start alleging actual/economic damages less than or equal to \$5,000 and arising from or relating to the Services, these and prior versions of these Terms of Service, any Products, data, or content bought, sold, offered, accessed, displayed, or transmitted through the Services, and actions or statements The Happy Start, in each case including disputes that arose before the effective date of these Terms of Service (a "Minor Dispute" and together with a Major Dispute, a "Dispute") shall be resolved in (1) state or federal courts located in Franklin County, Ohio, United States, and you expressly consent to exclusive jurisdiction and venue of such courts and waive any arguments regarding forum non conveniens or lack of personal jurisdiction, unless mandatory provisions of law prescribe otherwise, or (2) in the small claims court located in the county of your US or Canada shipping address. You and The Happy Start each agree to waive your right to a jury trial for a Minor Dispute.

**Class and Representative Action Waiver.** You agree that you may only bring claims against The Happy Start on an individual basis, and not on a class, representative, or

collective basis (and you waive any right you have to bring such claims). You may only seek or obtain individualized relief, and, except as described below under the subheading “Batch Arbitration”, Disputes between us cannot be arbitrated or consolidated with those of any other person or entity. If a court (after exhaustion of all appeals) decides that any part of this Arbitration Agreement is unenforceable as to a particular claim or request for relief (e.g., public injunctive relief), then solely that particular claim or request for relief shall be severed from the arbitration and may be litigated in court (but only after the arbitrator issues an award on the arbitrable claims and remedies).

**Informal Dispute Resolution.** If our Customer Experience team is unable to resolve your issue, and before you file a lawsuit or arbitration, you and The Happy Start will try in good faith to resolve any Dispute informally. To start the dispute process, you must send an individualized written notice (“Notice of Dispute”) to [hello@thehappystart.com](mailto:hello@thehappystart.com) that includes (1) your name, phone number and email address, and (2) a description of the Dispute and how you’d like it resolved (including any amount of money being claimed and how that amount was calculated). Once a complete Notice of Dispute has been received, The Happy Start has 60 business days to investigate the claims. If either side requests a settlement conference during this period, then you and The Happy Start must cooperate to schedule that meeting by phone or videoconference. You and The Happy Start each will personally participate and may bring counsel, but the conference must be individualized, even if the same firm(s) represent multiple parties. For the claims in the Notice of Dispute, any statute of limitations will be tolled from the date the notice is received until the later of (i) 60 business days, or (ii) after a timely requested settlement conference is completed (“Informal Resolution Period”). You and The Happy Start may agree to extend the Informal Resolution beyond 60 business days, and, if so, any applicable statutes of limitation will be suspended for that additional period as well. A lawsuit or arbitration cannot be filed until the Informal Resolution Period has ended.

**Arbitration Rules and Procedures.** To initiate arbitration, you must file an arbitration demand with the American Arbitration Association (“AAA”) that includes a description of the Major Dispute. You may serve The Happy Start with any arbitration demand by certified mail to: The Happy Start, 9436 Coach Line Ave, Plain City, OH 43064. If the AAA cannot or will not administer the arbitration in accordance with this Arbitration Agreement, The Happy Start will select another provider.

The arbitration will be conducted in the English language by a single neutral arbitrator with experience in the subject matter of the claim. If an in-person hearing is required, it will be held in Franklin County, Ohio, United States, or as determined by the arbitrator in the case of Batch Arbitration.

The arbitrator will have exclusive authority to resolve all issues, except that a court has exclusive authority to decide issues related to the arbitrability of a dispute, the enforceability of any part of this Arbitration Agreement, and either party’s compliance with the Informal Dispute Resolution process described above. Except as provided

under the subheading “Batch Arbitration”, the arbitrator can award damages and other relief only in favor of the individual claimant, and only to the extent necessary to provide relief warranted by the claimant’s individual claim(s). The arbitrator will not be bound by decisions reached in other arbitrations. The arbitrator’s award is final and binding on you and The Happy Start. Judgment on the award may be entered in any court with jurisdiction.

**Arbitration Fees.** You and The Happy Start will each bear their own costs and attorneys’ fees in the event of a Dispute; provided, however, that either party may recover attorneys’ and arbitral fees and costs to the extent permitted by applicable law or under applicable arbitration rules. If an arbitrator determines that an arbitration has been brought in bad faith, for an improper purpose, or to exert unfair pressure greatly disproportionate to the harm alleged, or that the demand was entirely frivolous, the arbitrator may award costs, arbitration fees, and attorneys’ fees to the party defending itself in connection with any such Dispute.

**Batch Arbitration.** To ensure efficient resolution, if within a 90-day period, 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims (i.e., with the same or similar facts or events and legal issues) and are represented by the same or coordinated counsel, the disputes must be arbitrated in batches of up to 100 claimants each (“Batch”). Specifically, upon notice from either side, the AAA shall group the claimants into: (1) a single Batch (if there are 25-100 claimants), or (2) Batches of 100 claimants each, with a smaller, final Batch consisting of any remaining claimants (if there are more than 100 claimants). The AAA shall thereafter provide for the resolution of each Batch as a single consolidated arbitration with a single arbitrator appointed by the AAA, one set of arbitration fees, and one hearing (if any) per Batch to be held by videoconference (or in a place decided by the arbitrator). The parties will cooperate in good faith to implement this process and minimize the time and costs of arbitration. Any challenges to administrative determinations by AAA shall be heard by a single process arbitrator. If the terms of this subheading are deemed unenforceable as to a particular claimant or Batch, then it shall be severed as to that claimant or Batch, and those parties shall arbitrate in individual proceedings.

**Opt out.** You have a limited right to opt out of the provisions of this Arbitration Agreement (excluding the terms of the subheading “Governing Law and Jurisdiction”) by sending written notice of your decision to opt out to: [hello@thehappystart.com](mailto:hello@thehappystart.com), within 30 business days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address associated with your account, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

## **GOVERNING LAW AND JURISDICTION**

These Terms of Service are exclusively governed by and construed in accordance with the laws of the State of Delaware of the United States and the laws of the United States, without giving effect to any choice or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware or the laws of the United States. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be resolved in state or federal courts located in Ada County, Idaho, United States and you expressly consent to exclusive jurisdiction and venue of such courts and waive any arguments regarding forum non conveniens or lack of personal jurisdiction, unless mandatory provisions of law prescribe otherwise.

## **INTELLECTUAL PROPERTY, COPYRIGHTS, AND TRADEMARKS**

You agree and acknowledge that, as between you and The Happy Start, The Happy Start owns and retains all right, title, and interest in and to: (a) the Website and Content and all improvements, enhancements and modifications thereto; (b) notwithstanding the Feedback section (above), comments, suggestions, or other feedback regarding any aspect of the Services or the Website submitted by you; (c) all Products; and (d) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "The Happy Start Intellectual Property"). To the extent you have or later acquire any right, title, or interest in any The Happy Start Intellectual Property, you hereby irrevocably transfer and assign all such right, title, and interest in such The Happy Start Intellectual Property to us.

## **ENTIRE AGREEMENT**

These Terms of Service constitute the entire agreement between the parties relating to the subject matter herein. We may, at our sole discretion and without notice, revise these terms at any time by updating this posting.

## **MISCELLANEOUS**

You agree that we may send to you in electronic form any notices or other communications regarding the Website and such electronic form will satisfy any legal requirements with respect to communications or notice.

Our failure to partially or fully exercise any rights or our waiver of any breach of these Terms of Service shall not prevent our subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of these Terms of

Service. Our rights and remedies under these Terms of Service and any other applicable agreement between us and you shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

You may not assign these Terms of Service or any license set forth herein, in whole or in part, without our prior written consent. We may assign these Terms of Service (including, for the avoidance of doubt, any Account Information we have) without your consent, to an affiliate or in connection with any merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Any purported assignment in violation of this section shall be null and void. These Terms of Service shall be binding on all permitted assignees.

The Feedback, Indemnification, Disclaimer of Warranty, Limitation of Liability, Enforcement, and other sections that should survive in order to enforce the intent of these Terms of Service shall survive the expiration or termination of these Terms of Service.

## **CONTACT US**

If you have questions in regard to these Terms of Service or any other questions please contact us at [hello@thehappystart.com](mailto:hello@thehappystart.com)