



Terms & Conditions

The website www.happyjoeapp.com, its mobile version, and the mobile app “Happy Joe” (the “App”, and together, the “Sites”) are owned and operated by Happy Joe Ltd, a company registered in England and Wales under number 12358613 with its registered office at 02-149, 4th Floor, Wework, Churchill Place, London, England, E14 5RE (“Happy Joe”, “we”, “our”, and “us”). These terms and conditions (the “Terms”) (together with the documents referred to in it) set out the terms on which you may make use of the Sites, whether as a user, or a vendor. Use of the Sites includes accessing, browsing, or registering to use the Sites. Please read these Terms carefully before you start to use the Sites. Your attention is particularly drawn to the following:

- Our Privacy and Cookies Policy, which sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. By using the Sites, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Limitation of Our Liability and Disclaimers (clause 7)
- Our App terms

By visiting and using the Sites, you confirm that you accept these Terms (as updated by us on an adhoc basis) and that you agree to comply with them. If you do not agree to these Terms, you must not use the Sites. Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

1. USE OF THE SITES

1.1 Subject to these Terms, we grant you:

1.1.1 a limited, non-exclusive, non-transferable and revocable licence to access the Sites solely for the purpose of receiving the services offered on the Sites and as an end user; and

1.1.2 a limited, non-exclusive, non-transferable and revocable licence to install and use a copy of the App on your device in the United Kingdom of Great Britain and Northern Ireland solely for the purpose of the services offered by the App and as an end user.

1.2 We provide the Sites on an "as is" and "as available" basis with all faults. We do not guarantee that the Sites, or any content on them, will always be available or be uninterrupted, or that the Sites, or any content on them, will be free from errors or omissions. We are under no obligation to update the content on the Sites and it may be out of date at any given time. We therefore disclaim all liability and responsibility arising from any reliance placed on the content on the Sites. You agree that your use of the Sites is at your own risk.

1.3 We may change, withdraw, suspend or discontinue all or any part of the Sites at any time without notice, including the availability of any service, feature, database or content. We may also impose



limitations on certain features and services or restrict your access to parts or all of the Sites and the content and services available without notice. We will not be liable to you if for any reason any of the Sites are unavailable at any time or for any period.

1.4 You acknowledge that access to the Sites is dependent on you being able to receive data via Wifi or 3G. You are responsible for making all necessary payments including in respect of internet and network connections. We are not responsible for the availability of the internet, or any errors in or damage to connections, equipment, or software that may occur in relation to your use of the Sites.

1.5 To the maximum extent permitted by law, we disclaim any and all implied conditions and warranties that the Sites and the services available through them are of satisfactory quality, accurate, fit for a particular purpose, or non-infringing. We do provide our services with reasonable care and skill.

2. YOUR ACCOUNT AND PASSWORD

2.1 We permit access to certain parts of the Sites only to users who have registered with us. In order to access the services we offer, you must register with us. You must be 16 years or older to be eligible to register with us, use the Sites and the content and services provided through them. By using the Sites, you represent and warrant that you are 16 years or older. If you register with us, you must provide true and accurate information about yourself. Should the registration information provided prove false or misleading, we may suspend or terminate your account.

2.2 You may not select (or use as your account email address) an email address of another person with the intent to impersonate that person.

2.3 You are responsible for maintaining the confidentiality of your account details, including any passwords or any other piece of information that forms part of our security procedures, and you must not disclose these to any third party. If you know or suspect that anyone other than you knows your password, you must promptly notify us at info@happyjoeapp.com.

2.4 You are responsible for all activity under your account even if someone else uses your account. We are entitled to assume that anyone accessing your account is either you or someone authorised by you. You authorise us to act on instructions received under your account and we will not be liable for any loss that you might suffer through following such instructions whether by you or another person.

2.5 You must notify us at info@happyjoeapp.com of any known or suspected unauthorised use(s) of your account, or any known or suspected breach of security connected with the Sites, including loss, theft, or unauthorised disclosure of your password or financial information.

3. INTELLECTUAL PROPERTY RIGHTS



3.1 All content published, displayed or performed on the Sites (including, but not limited to text, photographs, images, video clips, interactive applications and search features) (“Happy Joe Content”) is protected by copyright, trade mark rights and other intellectual property rights, which are owned or controlled by us or our third party licensors and content providers. Save to the extent expressly provided in these Terms, you shall not obtain any right, title or interest in any of the Happy Joe Content.

3.2 You are not granted any commercial, copying, sale, resale, rental, lending, adaptation, reproduction, distribution, publication, modification, or promotional rights for the Happy Joe Content. You may not without our prior written consent (except to the extent required in order to use the Sites in accordance with these Terms) use the Happy Joe Content for any purposes that require such rights, systematically extract any of the Happy Joe Content or in any way use or exploit commercially any of the Happy Joe Content.

4. LAWFUL USE

4.1 You may use the Sites only for lawful purposes. You must not use the Sites:

4.1.1 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

4.1.2 to send any unsolicited commercial communications (spam); or

4.1.3 to knowingly transmit or introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful and designed to adversely affect the operation of any computer software or hardware.

4.2 You also agree not to access without authority, interfere with, damage or disrupt: 4.2.1 any part of the Sites;

4.2.2 any equipment, network or server on which the Sites is stored; or

4.2.3 any software used in the provision of the Sites.

5. THIRD PARTY LINKS AND CONTENT

5.1 Where the Sites contain links to other sites provided by third parties (including vendors), these links are provided for your information only. We have no control over the contents of those sites or the performance of the services offered on them. Your dealings with, and interest in, services, merchants or promotions found on or via the Sites are solely between you and the person with whom you are dealing. In particular, you are responsible for making any enquiries necessary to ensure that the nutrients you consume are accurate and the meals you consume do not include any ingredients that you may be allergic to. Accordingly, you use these services at your own risk and we accept no responsibility for them or for any loss or damage that may arise from your use of them.



5.2 The Sites may include information and materials uploaded by other users of the Sites, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Sites do not represent our views or values.

5.3 Whenever you make use of a feature that allows you to upload content to the Sites, or to make contact with other users of the Site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

5.4 Any content you upload to our Sites will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Sites a limited licence to use, store and copy that content and to distribute and make it available to third parties.

5.5 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Sites constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

5.6 You are solely responsible for securing and backing up your content.

6. LINKING TO THE SITES

You may link to the Sites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

7. LIMITATION OF OUR LIABILITY AND DISCLAIMERS

7.1 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Sites or any content on it, whether express or implied.

7.2 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:



7.2.1 use of, or inability to use, the Sites; or

7.2.2 use of or reliance on any content displayed on the Sites.

7.3 Please note that we only provide the Sites for domestic and private use. You agree not to use the Sites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.4 We will not be liable for any loss or damage caused by a virus or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Sites or to your downloading of any content on it, or on any website linked to it. However, if defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

7.5 We assume no responsibility for the content of websites linked on the Sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

7.6 You expressly acknowledge and agree that neither we, nor any of our directors, employees, shareholders or affiliates have any responsibility or liability for assessing your suitability to follow any advice, recommendations or information on the Sites.

7.7 We are not medical professionals, and we cannot give you any advice about your medical health or condition. The content and services on the Sites are provided to you for information purposes only and do not amount to or act as a substitute for professional medical advice, diagnosis or treatment. You should always seek the advice of a doctor if you have any questions or concerns about your medical health or condition. You should never delay seeking or disregard medical advice based on any information on the Sites.

8. SUSPENSION AND TERMINATION

8.1 Failure to comply with these Terms constitutes a material breach of the terms upon which you are permitted to use the Sites. If in our opinion you fail to comply with these Terms, it may result in our taking all or any of the following actions at our discretion:

8.1.1 immediate, temporary or permanent withdrawal of your right to use the Sites;



8.1.2 immediate, temporary or permanent removal of any posting or material uploaded or otherwise transmitted by you to the Sites;

8.1.3 issue of a warning to you.

The actions described in this clause are not limited, and we may take any other action we reasonably deem appropriate.

8.2 We may, in our absolute discretion, suspend or terminate your access to all or part of the Sites and the content and services available through it with or without notice.

8.3 Upon and following such suspension or termination:

8.3.1 the licence to use the Sites and its content and services shall immediately terminate; 8.3.2 we may deny you access to your account and services provided through the Sites; and 8.3.3 we may deny you access to any information you have stored through the Sites and this may not be retrieved later.

You will not be able to recover any data on a deactivated account. We therefore recommend that you keep a copy of any information or User Content you store through the Sites if you want to be able to permanently access such information or User Content.

8.4 You may at any time close your account and cease the use of the Sites.

9.LAW AND JURISDICTION

These Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.