

## **TERMS OF SERVICE**

### **ACCEPTING THESE TERMS**

1.1. These Terms constitute a legally binding agreement between you happen.me (trading happen.me, "we", "us", "our", "our company" or "happer me" hereafter) in relation to our provision of the provided Service to you. Capitalized terms which are defined in either the Rental Agreement and not defined in these Terms shall have the same meaning as set out in the relevant rules.

1.2. When you register for an account with us (including when you register through a third party application or service) or otherwise access or use our Service including for the purposes of posting an ad; you are accepting these Terms.

1.3. When you agree to the Terms you agree that:

1.4. When using our Service as a Borrower, you promise to us that you will comply with the Rental Agreement;

1.5. For any help with using our Service please see the FAQ page. If you have any further questions, complaints or comments about Service, then please contact us at support@happer.me.

### **IMPORTANT NOTICES: NATURE OF THE SERVICE**

2.1. happer.me's role as an intermediary only.

2.2. happer.me makes available to you an online platform (the "happer.me Service") through which we may make available for rent by Borrowers certain items that we sub-rent from the item owners, upon approval by the parties.

2.3. You understand that we are acting as an intermediary only in respect of any transactions entered into between Owners and Borrowers for the rental of items through the our Service.

2.4. While we endeavor to provide Service for the mutual benefit of both Owners and Borrowers and has drawn up rules with that as its aim, our company cannot be held responsible for, and, to the maximum extent permitted by law, excludes liability for, the conduct of users of the Service.

2.5. You acknowledge that in its capacity as an operator of the Service and an intermediary in any transactions carried out through the Service, we have the discretion to cancel any request to borrow an item submitted by a Borrower, or any transaction, upon the provision of written notice to the parties involved, if it reasonably believes such listing, request or transaction does not comply with these Terms or the Rental Agreement.

2.6. Using our Service as a Borrower

2.7. When you agree as a Borrower to borrow an item from an Owner, you acknowledge that you are entering into a separate contract with the Owner and that such contract with the Owner includes a promise by you to comply with the Rental Agreement and these Terms.

2.8. You agree that you are solely responsible for your compliance with the Rental Agreement, fully liable for any non-compliance with the Rental Agreement and

any compensation due to the Owner in respect of any such non-compliance, including the loss or damage to the item which you have borrowed.

## **CHANGES OF OUR SERVICE AND TERMS**

3.1. We reserve the right to alter our Service and its terms at any time, including adding, removing or changing features (which may advantage or disadvantage you). We will give you reasonable notice of any material changes of our Service.

3.2. We may need to change these Terms for legal or business reasons, and we will give you notice by posting such changes on the our company's web site. If we intend to make any material changes, we will notify you of these changes by email with reasonable prior notice.

3.3. If our company changes the Service or the Terms to your detriment, you can end your use of the our Service at any time. Please see section ENDING YOUR USE OF OUR SERVICE for more details.

## **USING OUR SERVICE**

4.1. You need to create an account to accept these Terms. To create an account you confirm that:

4.2. You are over 16;

4.3. All information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time by contacting us at any time. If you do not comply with this clause we may suspend your account at any time, in addition to that if such information lead to any business loss, you may be fined up to a thousand US dollars.

4.4. You will comply with the restrictions on your use of our Service as set out in these Terms; and

4.5. As a condition of your use of our Service, you agree that **you will not**:

4.5.1 breach any applicable laws;

4.5.2 breach any of the Terms;

4.5.3 breach the Rental Agreement, when acting as a Borrower;

4.5.4 communicate any false or misleading material or message of any kind;

4.5.5 infringe the rights of any third-party;

4.5.6 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of our Service;

4.5.7 distribute any viruses or any other technologies that may harm our company or the interests or property of our users;

4.5.8 impose or contribute to imposing an unreasonable load on our infrastructure or interfere with the proper working of happier.me;

4.5.9 copy, modify, or distribute any other person's content without their consent;

4.5.10 use any robot, spider, scraper or other automated means to access our database and/or collect content for any purpose without our express written permission;

4.5.11 harvest or otherwise collect information about other users, including email addresses, without their consent;

4.5.12 copy, modify or distribute rights or content from our company's Service, services, applications or tools or our company's copyrights and trademarks;

4.5.13 bypass security measures used to prevent or restrict access to our service;

4.6. You agree to compensate our company against any claims or legal proceedings brought against us by any other person as a result of your breach of these Terms.

4.7. Your account is personal to you and may not be transferred to or shared with others. You are responsible for keeping your account and login details secure and are responsible for all activities that are carried out under them. You should choose a strong, unique password, which you do not disclose to anyone else or use with any other service we will not be responsible for any losses suffered by you in circumstances where your account is used by someone else, unless this is caused by our company's negligence.

## **RIGHTS IN OUR SERVICE**

5.1. In consideration of you complying with the Terms, we grant you a revocable, non-transferable and non-exclusive license to access and use our Service.

5.2. You acknowledge that your use of our Service grants you no irrevocable rights in our Service or any of the intellectual property rights (including any copyright, trade mark or patents) owned by our company or its licensors, other than the right to use our Service in accordance with the Terms.

5.3. You agree not to copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials of our Service or the computer codes of elements comprising our Service other than for your own personal use. Subject to the above, you may download insubstantial excerpts of this content to your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

## **FEES AND COMMISSION**

7.1 We conduct our commission on each occasion that a transaction between a Borrower and Owner for the rental of an item made available through our Service.

7.2 If you submit a request to borrow a particular item and that request is approved by the Owner, you will be charged the full Rental Fee which includes our commission. The "Rental Fee" means the daily rate you have agreed to pay to rent the item multiplied by the number of days that you have agreed to rent the item, our commission, transaction, delivery and other possible fees.

7.3 Payments made through our Service are processed by third party processing center. You can read their full terms and conditions <https://stripe.com/privacy>.

7.4 You acknowledge that you are solely responsible for payment of applicable taxes (if any) owed by you pursuant to your use of our Service.

7.5 Our fees are payable in United States Dollars, and we may change them from time to time. We'll notify you of changes to our fee policy by posting such changes on our company's Service and will also send an email to the address registered to

your account. We may also choose to temporarily change our fees for promotional events or new services; these changes are effective when we announce the promotional event or new service. We shall give prior notice of these promotional events and new services by posting details on our Service and will also send an email to the address registered to your account.

## **CANCELLATION OF LISTINGS AND TRANSACTIONS**

8.1 If you, as Borrower, request to borrow an item, you may subsequently cancel your request to borrow that item, without any charge or liability by notifying us, provided such cancellation is effected:

8.1.1 at any time prior to that request being processed, we find Owner of rental request

8.1.2 subject to section 8.2 below, within 48 hours of submitting that request.

8.1.3 If you have prepaid any amounts in consideration for any transaction which you cancel within the terms of section 8.1, you will be entitled to a refund of such fees.

8.2 Notwithstanding section 8.1 above, if you, as a Borrower, cancel a request (which has been approved by the Owner) you shall not receive a refund of the amounts otherwise charged (including both Rental Fee and our Commission).

8.3 If we believe that you intend to cause harm to any items you rent through the platform, or believe you are renting with intent to steal; we reserve the right to **cancel your rental immediately and without warning**, and charge you an appropriate sum. This sum will up to but not more than the total value of the items in question. It is at our discretion to determine what is an appropriate sum in each instance.

## **YOUR LIABILITY**

9.1 Nothing in these Terms shall limit your liability for fraudulent misrepresentation, or for death or personal injury resulting from your negligence.

9.2 As a Borrower, by requesting to rent an item through our Services, you are responsible for having sufficient funds available to replace the item should you lose or damage the item. If you do not know how much the item is worth, please contact a member of our team prior to submitting your request and we will assist you. If you do not have funds available for the approximate value of the item, do not request to borrow the item.

9.3 We have the right to take money up to the Estimated Value of the item from your account without seeking further permission from you, if we reasonably believe you have caused damage to the item, or are unable to return it for any reason within 7 days of the return deadline.

9.4 You further acknowledge that as a Borrower, if you return the item after the Return (as defined in the Rental Agreement), we are entitled to charge you up to twice the full Rental Fee and our Commission for each additional day that the item is returned after the Return Deadline (for the avoidance of doubt, if the item is returned after the Return Deadline on the scheduled day of return, you shall be charged for a full additional day of rental). You further acknowledge that we may

take the funds directly from your account to cover such charges, without seeking further permission from you. The Return Deadline is the time you agreed to return the item back to us, or 5 pm on the rental return date (whichever time is later).

9.5 In the event of a good faith dispute between the parties in relation to the Estimated Value of a particular item, we have the sole discretion to set an appropriate Estimated Value for that item, determined in good faith and taking into account the reasonable representations of the parties.

9.6 If you refuse to pay for any damage caused, or to pay any amount that you owe to us or our company user, for any reason, within the timeframe given to you by us, we will engage the services of debt collectors who will pursue this debt with you on our behalf. You agree that the charge for their services will be added to the debt they will be collecting from you.

## **OUR LIABILITY**

10.1 Nothing in these Terms shall limit the liability of our company for fraudulent misrepresentation, or for death or personal injury resulting from its negligence or the negligence of its agents or employees.

10.2 You have certain rights under the law. These include that we will provide the Service to you with reasonable skill and care. You have certain legal remedies if we breach any of these rights. Nothing in these Terms is intended to affect these legal rights or other rights which you may also be entitled, for example to damages or specific performance. For more information about your legal rights contact a legal professional.

10.3 Under no circumstances shall we be liable or responsible for the acts or omissions of any third party who uses our company's Service (including any third party with whom you enter into a transaction through our Service) our company acting as an intermediary only in respect of any transaction concluded by parties introduced to each other through our Service for the rental of any item listed on our Service and accepts no liability for the performance of either party (i.e. Borrower or Owner) in relation to any such transaction.

10.4 Without prejudice to section 10.3 above, we are not responsible for:

10.4.1 losses not caused by our breach;

10.4.2 indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by at the time of entering into this agreement, (for example loss of profits or loss of opportunity);

10.4.3 User Content to the extent that such content is unlawful, threatening, abusive, defamatory, obscene or indecent or otherwise violates or infringes upon the rights of any other person, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law; or

10.4.4 failure to provide our Service or to meet any of our obligations under this agreement where such failure is due to Events Beyond Our Control.

10.4.5 For the purposes of section 10.4.4, "Events Beyond Our Control" means any cause beyond our reasonable control which prevents us from providing the Service or fulfilling any of our other obligations under this agreement and includes but is

not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

10.5 Other than for breaches of implied statutory terms described in paragraph 10.2 above, our total liability to you for any loss or damage arising in connection with your use of our Service shall be limited to one hundred United States Dollars (\$100).

10.6 You acknowledge that we cannot guarantee continuous, error-free or secure access to our Service or that defects in our Service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the operation and availability of our Service.

10.7 Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute.

## **ENDING YOUR USE OF OUR SERVICE**

11.1 You can simply choose to stop using our Service at any time. In addition, you may also contact us and request that we deactivate your account.

11.3 You acknowledge that your use of our Service is subject to our discretion and we may, in the event of your breach of the Terms, at its sole discretion, withdraw your rights to use our Service on the provision of written notice with immediate effect.

## **THIRD PARTY RIGHTS**

12.1 A person who is not a party to this agreement has no right under the U.C.C (Article 2 A) to enforce any term of this agreement but this does not affect any right or remedy of a third party specified in this agreement or which exists or is available apart from U.C.C.

## **PERSONAL INFORMATION**

13.1 By using our Services, you agree to the collection, transfer, storage and use of your personal information by us, as further described in our **Privacy Policy**. Among other things, you agree that we may use the personal information that you submit to us: (i) to verify your identity; (ii) for performing anti-money laundering checks; (iii) for conducting "know your customer" (KYC) checks; and (iv) conducting "know your transaction" (KYT) checks.

13.2 You also agree to receive direct electronic messaging marketing communications from us unless you tell us that you prefer not receive such communications.

## **DISPUTES**

14.1 Disputes between Users

14.1.1 If you have a dispute with one or more of our users, you release us (and our officers, directors, agents, and employees) from any and all claims, demands and

damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes.

14.1.2 Notwithstanding section 14.1.1, if a Borrower and Owner are unable to resolve a dispute, we will use reasonable efforts to mediate in respect of such dispute and, without prejudice to its rights set out under these Terms, may choose to deduct monies up to the estimated value of a particular item from the account of the Borrower to compensate the Owner following loss or damage of a particular item that has been rented as part of the transaction. We will also charge a fee of 30% of the amount charged on top of any monies collected in order to cover the service of acting as a mediator.

#### **14.2 Disputes between you and our company**

14.2.1 If the unlikely event of a dispute arises between you and our company, we strongly encourage you to first contact us directly to seek a resolution by emailing to support@happer.me. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

14.2.2 If you wish to take court proceedings against us you must do so within the country where you live, and only the law of that country will apply.

#### **15. General**

15.1 You acknowledge that we may transfer its rights under the Terms (and any related claims) to any third party without having to obtain your prior consent.

15.2 Nothing in the Terms is intended to or shall operate to create an employment, agency, partnership or joint venture of any kind between us and any user.

15.3 If you breach the Terms and we takes no action against you, we reserves its rights to take action against you at a later date.

15.4 The Terms constitute all terms agreed upon between you and us and supersede any prior agreements in relation to our Service. You represent that you have not accepted the Terms in reliance on any oral or written representations made by us that are not contained in the Terms.

15.5 You acknowledge that your right to access and use our Service is also subject to:

15.5.1 applicable law; and

15.5.2 any rules or policies applied by the relevant appstore from which you access our Service;

15.6 If any part of the Terms are disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

#### **BORROWER'S RULES**

You should read these rules carefully before using our Service to rent an item (and therefore become a "Borrower"). By using our Service as a Borrower, you are agreeing to these rules (the "Borrowers' Rules") as well as the Terms.

#### **OUR COMPANY'S ROLE**

1. Our company is a platform for Borrowers to find items to rent which are sub-rented for you from Owners. Our Service enables Borrowers to enter into transactions with Owners to rent these items (the "Transaction").

1.2 By signing up to our Service you are acknowledging that:

1.2.1 you are not renting from us but from our partner which is considered as item Owner.

## **BORROWING AN ITEM**

3.1 By requesting to borrow an item you agree and warrant that you:

3.1.1 have read and accepted the item description and the Terms before making a request to borrow an item; and

3.1.2 have the funds available to (i) cover the required payments to rent the item and our Commission, and (ii) pay the full estimated value of the item in the case of loss or damage. The estimated value is defined as a reasonable estimate determined by the owner unless the borrower disagrees in which case we will determine the estimated value as per clause 9.6;

3.1.3 accept liability for the full Estimated Value of the item in case of loss or damage; and

3.1.4 will not engage in Fee Avoidance.

3.2 When borrowing an item, you agree that you will return the item to us at the time provided during the rental request (the "Return Deadline").

3.3 If you would like to extend the period for which you borrow an item, you may submit an additional request to extend this period, for acceptance by us, through our Service.

3.4 If you have failed to extend the rental period for a particular item through our Service and, consequently, return the item after the Return Deadline, you acknowledge that we may charge you as set out in the 'Your Liability' section of the Terms.

## **LIABILITY**

4.1 As a Borrower, by requesting to rent an item through our Service, you are agreeing to that Estimated Value assigned by the Owner. If you do not agree with this Estimated Value, do not request to borrow the item. If you do agree to this Estimated Value, you are agreeing to be liable for up to the full Estimated Value of that item, in the case of loss or damage while you are renting this item.

4.2 We have the right to take money up to the Estimated Value of the item from your account without seeking further permission from you, if we reasonably believe you have caused damage to the item, or lost it.