

Happie Terms and Conditions

These terms and conditions (“Terms and Conditions”), being accepted by an employer (the “Employer”) to receive certain services from Beyond Apps, Inc. dba Happie (hereinafter referred to as “Happie”), constitute the parties’ complete understanding and agreement relating to the subject matter hereof.

WHEREAS, Happie is in the business of delivering Services in which Happie provides Candidate sourcing and outreach services (as further defined below, the “Services”);

WHEREAS, Employer is interested in using the Services from time-to-time to source - Candidates;

NOW, THEREFORE, the parties agree as follows:

1. **Services.** The Employer will be granted access to the Services, which include a login to the Happie platform, hosted company and job pages, sourced candidates, and outreach capabilities, in return for an Engagement Fee (“Engagement Fee”) as set forth below.
2. **Engagement Fee.** The Employer shall pay to Happie their standard fee for the level of service selected or such other fees as may be mutually agreed by the parties (the "Engagement Fee").

The Engagement Fee will be charged to the Employer on a periodic basis in advance, to the credit card or bank account information provided to Happie. If the credit card or bank account information you have provided is incorrect, incomplete, or Happie is otherwise unable to complete a transaction due to your error or omission, Happie reserves the right to suspend or terminate your account and/or your use of the Services.

Engagement Fees are non-refundable. Happie may change the Engagement Fee upon fourteen (14) days' notice to the Employer, and such change will take effect the next time the Employer is billed by Happie following the end of the fourteen (14) day notice period. If the Employer does not wish to pay the new Engagement Fee, their only remedy shall be to terminate this Agreement and cease use of the Happie Services, prior to the end of such notice period. The Employer may cancel their Engagement at any time, but again, no refunds will be granted for Engagement Fees paid.

3. **Logo** Employer agrees to allow their name and company's logo to appear on the Happie website but reserve the right to request that it be removed any time.

4. **Limited Warranty and Liability.** The Services of Happie include only connecting Employers with the names of Candidates who may be interested in hearing more about jobs or opportunities with the Employer. Happie does not act as an agent for the Candidate or the Employer and makes no representations about the qualifications or background of a Candidate relating to any job or offer or employment made by an Employer. Happie does not provide reference checking or background check services and Happie does not verify the accuracy of any information provided by the Candidate. Any decision to hire a candidate shall be solely that of the Employer and Employer shall be solely responsible for any issues arising from the use of the Happie Services, the any offer of employment to a Candidate, or any other engagement of a Candidate.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, HAPPIE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF FORESEEABLE AND/OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NEITHER PARTY'S LIABILITY TO THE OTHER ARISING FROM THIS AGREEMENT SHALL EXCEED THE (A) GREATER OF THE PROVEN DIRECT DAMAGES, OR (B) THE TOTAL AMOUNT OF FEES PAID BY EMPLOYER TO HAPPIE IN THE PRECEDING THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

5. **Miscellaneous.** No party shall be liable for delays in performance of or failure to perform any of its obligations hereunder occasioned by any cause beyond its reasonable control, including but not limited to war, acts of terrorism, labor

difficulties, fire, flood, earthquake, defaults or delays of common carriers, suppliers, or programmers, or governmental laws, acts, or occurrences; provided, however, that the foregoing shall not excuse a party from its obligation to pay money properly due and owing at the time an event of force majeure commences.

These Terms and Conditions may be amended from time to time by posting of an amended version online. Such amendments shall only apply to Services occurring after the date of such posting except to the extent agreed in writing by the parties.

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Contract.

Happie does not discriminate in the acceptance or referral of candidates on the basis of race, color, religion, sex, sexual orientation, age, national origin, marital status, disability, or other protected characteristic.