

Happie Terms and Conditions

These terms and conditions (“Terms and Conditions” or “Agreement”), are a contract between contract between Beyond Apps, Inc. (dba Happie) and yourself and explain the terms and conditions by which you may use and/or access our Services. By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Agreement.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement. Your continued use of the Service after any such change constitutes your acceptance of the revised Terms of Use. If you do not agree to any of these terms or any future Agreements, do not use or access (or continue to access) the Service.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Happie is in the business of delivering Services in which Happie connects you with Candidates for the purposes of recruiting candidates for your Jobs (the “Services”);

You will be granted access to the Services, which include a login to the Happie platform, hosted job pages, messaging capabilities, and candidate profiles in return for an Engagement Fee (“Engagement Fee”) as set forth below.

2. **Engagement Fee.** You shall pay to Happie our standard fee for the level of service selected or such other fees as may be mutually agreed by the parties (the "Engagement Fee").

This Engagement renews automatically at the end of your term. The Engagement Fee will be charged in advance of your monthly or quarterly anniversary, 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. If you wish to stop using the Services, you must cancel before the end of your term in order to avoid being charged. Notice of cancellation may be given by email to support@gethappie.me. You may cancel their Engagement at any time, but no refunds will be granted for Engagement Fees paid.

3. **Logo.** You agree to allow your company’s name and company’s logo to appear on the Happie website but reserve the right to request that it be removed any time.

4. **Results Vary.** Results may vary depending on the job you are seeking to recruit candidates for, the compensation offered, your company and employment brand, and the competitiveness of the labor market in which you are attempting to recruit candidates. Happie cannot guarantee results, hires, or specific numbers of interested candidates for any Engagement.

5. **Limited Warranty and Liability.** The Services of Happie include only connecting you with the names of Candidates who may be interested in hearing more about jobs or opportunities with you. Happie does not act as an agent for the Candidate or for you and makes no representations about the qualifications or background of a Candidate relating to any job or offer or employment you make to a Candidate, the accuracy of the contact information provided for the Candidate, or the willingness of the Candidate to further engage in your screening and hiring process. 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 your own and you 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.

6. 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.