

HAPPYU TERMS AND CONDITIONS

Article 1. INTRODUCTION AND ACCEPTANCE OF TERMS

Welcome to the official website of Happy U FZE (“we,” “us,” or “our”). These Website Terms and Conditions (“**Terms**”) govern your access to and use of our website, including any content, functionality, and services offered through it (collectively, the “**Website**”). “Happy U Enterprise L.L.C-FZ” maintains the <https://happyu.ae/> Website (“Site”).

By accessing or using this Website, whether as a guest, registered user, or collaborator, you agree to be legally bound by these Terms. If you do not agree with any part of these Terms, you must not use or access this Website.

These Terms form a legally binding agreement between you and Happy U FZE, a company incorporated and operating under the laws of the United Arab Emirates, with its registered address in the Meydan Free Zone, Dubai. Please read these Terms carefully before using the Website.

Article 2. DEFINITIONS

2.1. For purposes of these Terms and Conditions, the following terms shall have the meanings set forth below. Defined terms apply throughout this document unless otherwise specified:

- a. “**Website**” means the online platform owned and operated by Happy U FZE, including all subdomains, content, services, and features accessible at or through www.happyu.ae or any other designated domain.
- b. “**User**” means any individual or entity accessing, browsing, interacting with, or using the Website, regardless of whether they register an account.
- c. “**Registered User**” means a User who has successfully created an account or profile on the Website to access additional features or participate in community or service offerings.
- d. “**Content**” means all data, materials, text, graphics, videos, audio files, images, software, code, designs, and other information made available on or through the Website by Happy U or its users.
- e. “**Happy U**” or “**Company**” means Happy U FZE, a company incorporated under the laws of the United Arab Emirates, with its principal place of business in the Meydan Free Zone, Dubai.
- f. “**Platform**” means the full suite of digital services, tools, forums, modules, content, programs, features, and other user interfaces made available by Happy U through the Website.

- g. **“Wellness Content”** means any articles, tools, exercises, prompts, coaching material, resources, or programs made available through the Website intended to support personal development, emotional wellbeing, or holistic wellness.
- h. **“Acceptable Use Policy”** means the guidelines outlined in these Terms that govern how the Website and Platform may be lawfully and respectfully used by Users.
- i. **“Third-Party Services”** means any software, platform, application, payment processor, or content provided by a party other than Happy U that is accessible through or integrated with the Website.
- j. **“Applicable Law”** means all laws, regulations, rules, and legal obligations enforced by the United Arab Emirates, including those of the Emirate of Dubai and the Meydan Free Zone, as may be amended from time to time.

Article 3. ELIGIBILITY AND USER RESPONSIBILITY

3.1. Minimum Age and Capacity: By accessing or using the Website, the User represents and warrants that they are at least eighteen (18) years of age or the age of majority in their jurisdiction, whichever is higher, and possess the legal capacity to enter into binding agreements under Applicable Law. If the User is accessing the Website on behalf of an entity or organization, they affirm that they are authorized to act on its behalf and to bind it to these Terms.

3.2. Account Registration and Security: Where registration is required, the User agrees to provide accurate, complete, and updated information and to maintain the confidentiality of their account credentials. The User is solely responsible for all activities conducted under their account, whether authorized or not. Happy U shall not be liable for any loss or damage arising from failure to comply with this responsibility.

3.3. User Conduct: The User agrees to use the Website and Platform only for lawful purposes and in accordance with these Terms. The User shall not:

- a. Violate any Applicable Law or regulation;
- b. Use the Website to transmit harmful, abusive, harassing, defamatory, obscene, or otherwise objectionable material;
- c. Infringe upon the intellectual property rights of Happy U or any third party;
- d. Introduce any viruses, malware, bots, or any other harmful or disruptive code;
- e. Impersonate any person or entity or misrepresent their affiliation with any person or entity;
- f. Attempt to gain unauthorized access to any portion of the Website, other accounts, computer systems, or networks connected to the Website.

3.4. Responsibility for Use: The User acknowledges and agrees that they are solely responsible for their use of the Website and any decisions or actions taken based on the Content provided. Happy U makes no guarantees regarding outcomes, and the User assumes all

risks associated with relying on or acting upon any information obtained through the Website.

Article 4. PAYMENTS & BILLING POLICY

- 4.1. Visa or MasterCard debit and credit cards in AED will be accepted for payment.
- 4.2. The displayed price and currency at the checkout page will be the same price and currency printed on the Transaction Receipt and the amount charged to the card will be shown in your card currency.
- 4.3. Cardholder must retain a copy of transaction records and <https://happyu.ae> policies and rules.
- 4.4. **Restricted Countries:** We will not trade with or provide any services to OFAC and sanctioned countries.
- 4.5. **Payment Confirmation:** Once the payment is made, the confirmation notice will be sent to the client via email within 24 hours of receipt.

Article 5. CHANGES TO THE TERMS

- 5.1. **Right to Modify:** Happy U reserves the right, at its sole discretion, to update, revise, or otherwise modify these Terms at any time. Such changes may be made to reflect operational, legal, or regulatory requirements, or to improve the clarity, functionality, or user experience of the Website.
- 5.2. **Notification of Changes:** Where feasible, notice of material changes will be provided by updating the “Last Updated” date at the top of these Terms and, where appropriate, through prominent notice on the Website, via email, or through user accounts. Users are encouraged to review the Terms periodically to stay informed of any updates.
- 5.3. **Continued Use as Acceptance:** Continued access to or use of the Website following the posting of any changes shall constitute the User’s acceptance of such revised Terms. If the User does not agree to the updated Terms, they must discontinue use of the Website immediately.

Article 6. ACCOUNT REGISTRATION AND ACCESS

- 6.1. **Registration Requirements:** To access certain features or services on the Website, Users may be required to create an account by providing accurate and complete information. Users agree to update their information promptly to ensure it remains accurate and current.
- 6.2. **Account Credentials and Security:** Users are solely responsible for maintaining the confidentiality of their login credentials, including usernames and passwords. Users must immediately notify Happy U of any unauthorized use of their account or any other breach of security. Happy U shall not be liable for any loss or damage arising from the User’s failure to comply with this obligation. User is responsible for maintaining the confidentiality of his account.

6.3.Account Usage: Accounts are non-transferable and may only be used by the individual who registered them. Users shall not share their login credentials or allow others to access their account. Any activity under a User's account shall be deemed to have been conducted by the User.

6.4.Account Suspension or Termination: Happy U reserves the right to suspend, restrict, or terminate any User account at its sole discretion, with or without notice, if it believes that the User has violated these Terms, engaged in unauthorized activity, or posed a security or legal risk to the Website or its Users.

Article 7. INTELLECTUAL PROPERTY RIGHTS

7.1.Ownership: All content available on the Website, including but not limited to text, graphics, logos, images, audio or video clips, software, features, tools, and design elements ("Content"), is the exclusive property of Happy U or its licensors and is protected by applicable copyright, trademark, trade dress, and other intellectual property laws in the United Arab Emirates and internationally.

7.2.License to Users: Subject to compliance with these Terms, Happy U grants users a limited, non-exclusive, non-transferable, revocable license to access and use the Website and its Content solely for personal, non-commercial purposes. No part of the Website or its Content may be copied, reproduced, republished, uploaded, posted, transmitted, modified, distributed, or otherwise exploited without the express prior written consent of Happy U.

7.3.Trademarks: All logos, service names, product names, and other trademarks displayed on the Website are proprietary to Happy U or its affiliates. Users are not permitted to use any such trademarks, trade names, or trade dress without prior written authorization from Happy U.

7.4.User Submissions: If a user submits or uploads any content, feedback, or suggestions to the Website, they grant Happy U a worldwide, perpetual, irrevocable, royalty-free, fully sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, and display such content in any media. The user represents and warrants that they have the necessary rights to grant this license and that such content does not infringe upon the rights of any third party.

Article 8. USER-GENERATED CONTENT

8.1.Responsibility and Ownership: Users may have the opportunity to submit, post, or upload content on the Website, including but not limited to comments, testimonials, suggestions, messages, or media files ("User Content"). All User Content remains the sole responsibility of the user who submitted it. Happy U does not endorse or guarantee the accuracy, integrity, or quality of any User Content.

8.2.License to Happy U: By submitting User Content, the user grants Happy U a worldwide, non-exclusive, royalty-free, irrevocable, and sublicensable license to use, reproduce, adapt,

publish, translate, distribute, display, and otherwise exploit such content in connection with the operation, promotion, and improvement of the Website and Happy U's services, without compensation or acknowledgment.

8.3.Prohibited Content: Users shall not post or upload any content that is unlawful, defamatory, obscene, harmful, threatening, abusive, infringing, or otherwise objectionable. Happy U reserves the right, but not the obligation, to monitor, review, or remove any User Content at its sole discretion and without prior notice.

8.4.No Confidentiality: User Content submitted through public areas of the Website shall be deemed non-confidential and non-proprietary. Users are advised not to submit any confidential or sensitive information through public channels unless explicitly requested by Happy U.

Article 9. DISCLAIMERS

9.1.Informational Purpose Only: All content provided on the Website, including but not limited to articles, videos, guides, testimonials, resources, and program materials, is offered solely for general informational and educational purposes. It is not intended as, nor should it be construed as, medical, psychological, psychiatric, or other licensed professional advice.

9.2.No Medical or Therapeutic Claims: Happy U does not diagnose, treat, cure, or prevent any physical or mental health condition. Any wellness guidance, tools, or suggestions shared on the Website or through affiliated programs are not a substitute for consultation with a qualified medical or mental health professional. Users are encouraged to seek appropriate professional advice before making any health-related decisions.

9.3.User Assumption of Risk: By using the Website and its content, users acknowledge and agree that they do so voluntarily and at their own risk. Happy U makes no representations or warranties, express or implied, as to the accuracy, completeness, or suitability of the content for any particular purpose or individual.

9.4.No Guarantee of Outcomes: Happy U does not warrant or guarantee that the use of the Website, its content, or any services or suggestions will lead to specific results, outcomes, or improvements in wellness or mental health.

Article 10.LIMITATION OF LIABILITY

10.1. To the fullest extent permitted by applicable law, HappyU, its affiliates, directors, officers, employees, agents, licensors, and service providers shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, goodwill, data, or other intangible losses, arising out of or in connection with your access to or use of the website or any content provided on or through the website.

10.2. HappyU does not guarantee that the website will be uninterrupted, error-free, secure, or free from viruses or other harmful components. Any reliance you place on the website or its content is at your own risk. HappyU disclaims all liability for any errors or omissions in the content or for any damages resulting from the use of the website, inability to use the website, or any interruptions, delays, or failures of performance.

10.3. If, notwithstanding the above, HappyU is found liable for any loss or damage arising from or in connection with the website or these Terms, our total liability shall in no event exceed the amount paid (if any) by you for access to the website in the six months preceding the claim.

Article 11.INDEMNIFICATION

11.1. You agree to indemnify, defend, and hold harmless HappyU, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or relating to:

- a. your use or misuse of the website or its content,
- b. your violation of these Terms and Conditions,
- c. any breach of applicable laws or regulations, or
- d. any infringement of third-party rights, including intellectual property or privacy rights.

11.2. HappyU reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

Article 12.THIRD-PARTY LINKS AND RESOURCES

12.1. The HappyU website may contain links to third-party websites, content, or resources that are not owned or controlled by HappyU. These links are provided solely for your convenience and informational purposes. HappyU does not endorse, monitor, or assume responsibility for the accuracy, availability, or practices of any third-party sites or resources.

12.2. Your access to and use of third-party content is entirely at your own risk. You acknowledge and agree that HappyU shall not be held liable for any loss or damage caused or alleged to be caused in connection with the use of or reliance on any third-party content, products, or services.

Article 13.PRIVACY POLICY REFERENCE

13.1. Your use of the HappyU website is also governed by our Privacy Policy, which explains how we collect, use, disclose, and safeguard your personal information. By accessing or using the website, you acknowledge that you have read and understood the Privacy Policy

and agree to its terms. In the event of any inconsistency between these Terms and the Privacy Policy, the provisions of the Privacy Policy shall prevail with respect to data protection and privacy matters.

Article 14.TERMINATION OF ACCESS

14.1. HappyU reserves the right, in its sole discretion, to suspend, restrict, or terminate your access to the website, services, or any part thereof at any time and without prior notice, if you breach these Terms or engage in any conduct that we consider harmful, unlawful, abusive, disruptive, or inconsistent with the spirit and intent of our platform. Such termination may include removal of user content, disabling of account access (if applicable), and taking any legal or technical steps deemed necessary. You agree that HappyU shall not be liable to you or any third party for any modification, suspension, or discontinuation of your access to the website.

Article 15.FORCE MAJEURE

15.1. HappyU shall not be held liable for any failure or delay in performance, or for any interruption in the availability of the website or services, arising out of causes beyond its reasonable control. These may include, but are not limited to, natural disasters, acts of God, governmental actions, war, terrorism, civil unrest, labor disputes, internet or telecommunications failures, technical disruptions, pandemics, or any other event that makes the operation of the website impracticable. Such events shall not constitute a breach of these Terms, and HappyU's obligations shall be suspended for the duration of the force majeure event.

Article 16.GOVERNING LAW AND JURISDICTION

16.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising out of or in connection with the use of this website or these Terms shall be subject to the exclusive jurisdiction of the courts of Dubai, United Arab Emirates. Where applicable, the parties agree to submit to the jurisdiction of the courts within the Meydan Free Zone, to the fullest extent permitted by law.

Article 17.CONTACT INFORMATION

If you have any questions, concerns, or complaints regarding these Terms and Conditions or your use of the Happy U website, you may contact us at:

Happy U FZE

Meydan Free Zone, Dubai, UAE

Email: support@happyu.ae

Phone: 00971585122424

We welcome all genuine inquiries and will strive to respond promptly and professionally.