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Some services on this website permit or require you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the “Registration Data”). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s username, password or other account information, or another person’s name, likeness, voice, image or photograph. You are responsible for maintaining the confidentiality and security of that username and password, and are responsible for all activity on your account whether or not authorized. You also agree to promptly notify us at hello@yourhappyspoon.com of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to these websites.

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- Information reasonably sufficient to permit Delphine Remy to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
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Contact Information

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You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER

Please read this carefully. It affects your rights.

Most customer concerns can be resolved quickly and to a customer's satisfaction by contacting us at hello@yourhappyspoon.com. This Dispute Resolution and Arbitration; Class Action Waiver provision ("Provision") facilitates the prompt and efficient resolution of any disputes that may arise between you and us as defined below. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision.

Please read this Provision carefully. It provides that all Disputes between you and us shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorneys' fees).

For the purpose of this Provision, "us", "we", "our" and "Delphine Remy" mean DR SQUARE BVBA, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and Delphine Remy regarding any aspect of your relationship with Delphine Remy whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent

inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as Delphine Remy’s licensors, suppliers, dealers or any third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give Delphine Remy an opportunity to resolve the Dispute. You must commence this process by mailing written notification to Delphine Remy at hello@yourhappyspoon.com. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If Delphine Remy does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration.

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or Delphine Remy may initiate arbitration proceedings. The

arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

Under no circumstances will class action procedures or rules apply to the arbitration.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – These Terms of Use shall be governed by and construed in accordance with the laws of Belgium. You hereby consent to binding arbitration in Belgium to resolve any disputes arising under this Terms of Use.

Class Action Waiver

The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Delphine Remy specifically agree to do so following initiation of the arbitration.

Jury Waiver

You understand and agree that by entering into this Agreement you and Delphine Remy are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Delphine Remy might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your account or other relationship with Delphine Remy. Notwithstanding any provision in this Agreement to the contrary, we agree that if Delphine Remy makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require Delphine Remy to adhere to the language in this Provision if a Dispute between you and Delphine Remy arises.

APPLICABLE LAW

Your use of this website shall be governed in all respects by the laws of Belgium.

TYPOGRAPHICAL ERRORS

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, Delphine Remy shall have the right to refuse or cancel any orders placed for product listed at the incorrect price, whether or not the order has been confirmed and your credit card or debit card charged. If your credit card or debit card has already been charged for the purchase and your order is canceled, Delphine Remy shall promptly issue a credit to your credit card or debit card account in the amount of the charge.

TERMINATION

The provisions relating to Intellectual Property Infringement, Copyrights, Happy Spoon Trademark Guidelines, Disclaimers and Limitation of Liability, Indemnification, Dispute Resolution and Arbitration; Class Action Waiver, Local Laws; Applicable Law, and Typographical Errors shall in all events survive any termination of your account or any termination of these Terms.