

HAPPY SPOON GENERAL TERMS AND CONDITIONS

These general terms and conditions regulate the online orders and sales as offered on the website <https://yourhappyspoon.com> by the limited liability company DR SQUARE SPRL, incorporated under Belgian law, with registered office at Groenendaalsesteenweg 111, 1560 Hoeilaart, Belgium and company number 0633.539.563 (email: hello@yourhappyspoon.com).

Article 1. Definitions

“Applicable Law”: the applicable law as defined in Article 13.

“Consumer”: a natural person acting for purposes not related to its professional or commercial activity, as defined more precisely by the Applicable Law.

“Content”: all and any photographs, videos, texts, pdf files, images, graphic design, logos, sounds, softwares, data banks, information, analyses, and more generally all other data appearing on the Website, published by DR SQUARE or delivered by DR SQUARE in the course of its Services.

“Customer”: any natural or legal person who consult the Website and/or place an Order.

“Order”: an order placed by a Customer on the Website for the purchase of Services.

“Services”: the services offered by DR SQUARE on the Website as defined in Article 4.

“Terms and Conditions”: these general terms and conditions.

“Website”: the website <https://yourhappyspoon.com>, its different pages and the online platform referred to in Article 4.1.

Article 2. Scope of application

The Terms and Conditions are applicable to all online sales of Services by DR SQUARE. They apply for any Order placed online by any Customer and which is accepted by DR SQUARE by sending an email confirming the Order.

The Customer expressly accepts the application of the Terms and Conditions to his purchase of Service by ticking the box intended for that purpose.

DR SQUARE may modify the Terms and Conditions at any time and at its sole discretion. It is specified that the Terms and Conditions applicable to a particular sale of Services are those accepted by the Customer at the time of ordering.

The Terms and Conditions also apply to the use of the Website. In that matter, consent to the application of the Terms and Conditions is given by the Customer by using the Website.

Article 3. Customer's account

To order Services online, the Customer must create a personal account on the Website and be of legal age and competent to conclude an agreement. The Customer shall only use and communicate authentic personal information to create his account and order Services online.

The Customer is responsible for the accuracy of the information he communicates and the security of the password he chooses to use to limit access to his personal account.

The Customer's account is personal. The Customer shall therefore refrain from disclosing his login and password to any other person.

The Customer's account enables the Customer to access the Services offered by DR SQUARE.

Article 4. Description of the Services

4.1. What DR SQUARE does for the Customer

In accordance with articles VI.2 and VI.45 of the Belgian Economic Law Code, all specific features of the Services available are presented on the Website in a clear and understandable way and accessible to the Customer before ordering a Service.

Without prejudice to the precise description of the Services provided to the Customer before ordering, the Services offered by DR SQUARE consist in giving to the Customer an online and personal access to a digital platform hosting Content produced by DR SQUARE.

DR SQUARE does only have, for the accessibility and functionality of the Website and all stages of the ordering process and delivery of any Service, an obligation of means, upon which the Customer expressly agrees.

4.2. What DR SQUARE does not do for the Customer

The Content delivered or published by DR SQUARE in the course of its Services, on the Website or by other means such as e-mailing is for informational and entertaining purposes only. This Content is not intended to treat, diagnose, cure or prevent any disease, psychological or psychiatric disorder and can therefore never replace or substitute the advice or medical care of a qualified medical or health care professional.

DR SQUARE does not market or sell products or services for the purposes of diagnosing, treating, curing or preventing any disease and does not recommend any particular form of medical treatment or that persons manage their own health problems without the advice of a licensed health care or mental health practitioner.

Content provided or published by DR SQUARE and the use by the Customer of any products, programs or services referenced by DR SQUARE does not create a doctor-patient, psychologist-patient or psychiatric-patient relationship between the Customer and DR SQUARE or the Customer and Delphine Remy or any other person acting on behalf of DR SQUARE.

Article 5. Modalities of the Order

5.1. Ordering

The Services are offered online only, through the use of the Website, the Customer's account and his email address.

The different phases of an Order are defined in detail on the Website during the entire Order process. At the start of the Order process, it is stated which payment methods are accepted. The Customer may terminate the Order process at any time, before he completes the Order.

The Customer completes the Order process by clicking on the button "Join Now".

5.2. Confirmation of the Order

Once the Order has been completed as described under Article 5.1, DR SQUARE sends to the Customer a confirmation email including all essential elements of the Order.

Article 6. Price and payment

Prices for the Services stated on the Website include all taxes. The price of the Services ordered is paid in full at the time of the Order. Payment is possible with a credit card or PayPal through a secure payment system.

Article 8. Liability

The liability of DR SQUARE is strictly limited to DR SQUARE's contractual obligations as described in these Terms and Conditions, regardless of the type of damages caused.

Given the limited scope and nature of the Services delivered by DR SQUARE as described under Article 4, DR SQUARE and any person acting on behalf of DR SQUARE shall in no event be held liable for any direct or indirect damages that the use of the Content provided to the Customer or published by DR SQUARE could have on the Customer, and in particular on its health state (physical and/or mental). It is the own responsibility of the Customer to contact a medical or health professional when he seeks medical or health advice or treatment. The Customer shall always seek advice of his health care professional before undertaking any dietary or lifestyle changes.

DR SQUARE may only be held liable for direct and material damages. No liability claim may be made against DR SQUARE for compensation for any immaterial loss or damage and/or any indirect, consequential or incidental damage.

The liability of DR SQUARE shall never exceed, in any case, the price paid by the Customer for the related Services.

The Website may contain links to websites which DR SQUARE does not own. DR SQUARE cannot be held liable for the content of these third-party websites nor for the consequences of the use of them.

DR SQUARE reserves itself the right to suspend temporarily all or part of the access to the Website and delivery of the Services without prior notice to the Customer in order to carry on reasonable maintenance of the Website. DR SQUARE cannot be held liable, for any reason whatsoever, for any direct or indirect damage due to a modification or suspension of the access to the Website or temporary disruption in the delivery of the Services.

The Customer shall not use the Website and the Services in a way that could engage his civil or criminal liability. The Customer specifically agrees not to disclose illegal, contrary to public order or defamatory information through the Website or its use of the Services.

Article 9. Termination

Without prejudice to the right of DR SQUARE to claim damages, DR SQUARE may terminate any Order and delivery of Services to the Customer at any time, with immediate effect and without prior notice nor indemnity if the Customer is in material breach of any of its contractual obligations (including but not limited to: breach of intellectual property related obligations, disclosure of illegal, contrary to public order or defamatory information).

DR SQUARE may also, in the absence of any material breach by the Customer, decide at any time to terminate any Order and delivery of Services to the Customer, without prior notice, nor indemnity.

Article 10. Intellectual property

The Website and the Content as well as all elements these compile are creations for which DR SQUARE is owner of all intellectual property rights and/or valid holder of a right to use.

DR SQUARE or the respective owners with whom DR SQUARE has concluded user agreements, remain(s) the exclusive owner(s) of all intellectual property rights on the Website and the Content when delivering Services to the Customer or publishing Content on the Website.

The Customer is only assigned a license to use that is non-exclusive and non-transferable allowing him to consult and store the Content during the performance of Services by DR SQUARE. This user right assigned to the Customer only applies for strictly private and personal use. The Customer shall therefore refrain from reproducing the Content (for other means than a purely private use) and from sharing the Content to any other person, whatever the means used.

Article 11. Protection of personal data

DR SQUARE commits to respect the privacy of its Customers in the collection, processing and use of personal data in compliance with the General Data Protection Regulation (GDPR). The privacy policy

of DR SQUARE is available at the following address <https://yourhappyspoon.com/wp-content/uploads/2018/12/Privacy-Policy.pdf>.

Article 12. Force majeure

Cases of fortuitous incidents or force majeure entitle DR SQUARE to suspend and/or terminate the execution of all or part of its obligations and/or any Order and performance of Services, in whole or in part, without prior notice nor indemnity.

For the purposes of this Article, shall be considered as force majeure, on the part of DR SQUARE, the following events amongst others: events of war, acts of terrorism, riots, state of emergency, fire, explosion, flood, failure of internet servers hosting the Website. This list is not exhaustive.

Article 13. Final provisions

The invalidity or unenforceability for any reason of any provision of these Terms and Conditions shall not affect the validity or enforceability of its other provisions. DR SQUARE and the Customer shall use all reasonable endeavors to replace the invalid or unenforceable provision by a valid and enforceable substitute provision with the same (or as close as possible) effect.

Any notice of termination, changes and additions to an Order or these Terms and Conditions as well as any additional or supplemental agreement to the Order or these Terms and Conditions must be made in writing. Additional oral agreements do not exist. The requirement to use the written form may be waived only in writing.

The failure by any party to exercise or enforce, at whatever time, one or more provisions of these Terms and Conditions or the Order, or to claim execution from the other party of its obligations under such provisions, shall not operate as a waiver, nor shall such failure in any way render these Terms and Conditions, the Order, or a part thereof null and void, or preclude the right of a party to claim execution or seek enforcement, at a later time, of any of the provisions of these Terms and Conditions or the Order (including the provisions not previously enforced).

Article 14. Applicable Law and competent courts

The contractual relation between DR SQUARE and the Customer shall be governed by and construed in accordance with the laws of Belgium excluding the provisions of the United Nations Convention on Contracts for International Sale of Goods and any such conflict of law rules which would require the application of any laws other than the laws of Belgium.

Place of performance and fulfilment of the Services is Belgium. The exclusive jurisdiction for disputes concerning the beginning and termination of the agreement and/or of the Services as well as all and any rights and duties arising out of this agreement and the Terms and Conditions is with the competent French speaking courts in Brussels.