

Terms of Use

General Terms and Conditions for use of Happy and happiness.com

Effective date: 23 May 2019

These Terms of Use were last updated on 3rd of March 2021

Reading and accepting the General Terms and Conditions (GTC) is part of using the platform/ app. Even we at happiness.com and the Happy App can't spare you that. These terms and conditions are always written in "legalese". We can't spare you that either, but we hope that you will read them and give us feedback or ask questions via the support center so we can improve and clarify them.

PREAMBLE

1. By registering as a member of Happy or happiness.com, you accept the following GTC for the use of the Happy App and happiness.com. These GTC also apply to the use of the mobile application "Happy" outside the web browser version ("App"). Where reference is made below to "the platform"/ "happiness.com/ Happy"/ "the happiness.com platform", this refers uniformly to both the browser version and the App.
2. "Happy" is an app connected to "happiness.com" which combines an online community, happiness forum, happiness magazine and the happiness academy. App users can use some, but not all, functions of the website in the app and vice versa. All happiness.com functions can be used on the computer as well as on the cell phone in the mobile version of the browser. The general terms and conditions apply to the app as well as the desktop or mobile version.
3. These GTC govern the contractual relationship between you (hereinafter also referred to as the "user/s"/ "member/s") and Ideawise Limited, Room 604 Alliance Building, 133 Connaught Road, Central Hong Kong, HK (hereinafter referred to as "we" or "happiness.com/ Happy"). You can access, print, download and save these GTC at any time on the happiness.com/ Happy platform, even after conclusion of the contract. The Compay GmbH (Hans-Böckler-Str. 64, 40764 Langenfeld, Germany) a subsidiary of Ideawise Ltd. based in Germany handles the payment transactions for this website.
4. Terms and conditions of the User which deviate from these conditions shall not apply if they have not been confirmed by us in writing.
5. We are entitled to amend these GTC unilaterally insofar as this is necessary to correct contractual imbalances in the relationship between you and us arising after the initial conclusion of the contract or for the purpose of adapting to changed legal or technical framework conditions (e.g. in the event of changes in laws or case law relating to the protection of minors, health protection, tax law etc.).
6. We will notify you of any changes and notify you of the contents of the amended GTC to the e-mail address you have specified when signing up. The amendment shall become part of the contract unless you object to such amendment in writing or text form within four weeks of receipt of the notification of amendment. In the event of your objection, we reserve the right to terminate the contractual relationship. We will inform you separately of the significance of this four-week period in the e-mail containing the amended terms and conditions. However, this only applies if you use our services and are registered on happiness.com and/ or Happy at the time the GTC are changed.
7. If you decide to support the mission of happiness.com/ Happy financially on a regular basis with a CORE Membership (hereinafter referred to as "Paid Membership" in addition to CORE Membership), you have a legal right of withdrawal about which you can learn more under "Right of Withdrawal for CORE Memberships".

Memberships, Term, Payment

§1 General

1. happiness.com is a community, a magazine, a forum and an academy. This offer is complemented by the app: "Happy". Among other things, you have the opportunity to upload and share content (texts, images, videos, etc.), expand your horizon in third-party courses, through shared content, in discussions and conversations with other members.
2. On happiness.com/ Happy we use a digital currency called HAPPY Token, short "HAPPY" or "HPY". HAPPY tokens can be used on happiness.com/ Happy to activate functions (utility) and purchase services (payment). HPY can currently only be earned by joining happiness.com/ Happy as an active community member, and in particular cultivating and spreading happiness.
3. Age limits for Users: happiness.com/ Happy is not intended for children under the age of 14. If you are between the ages of 14 and 18, you must have obtained permission from your parent or guardian to use happiness.com/ Happy.
4. The use of the Happy/happiness.com platform requires a commercially available terminal device with an internet connection and a current Internet browser. You are responsible for providing and the configuration of the required hardware, software and/or plug-ins. For the app, the technical requirement is also an Internet-enabled device with the operating system iOS from version 9 or Android from version 4.0.3.
5. Communication between happiness.com/ Happy and you will take place exclusively via e-mail or after registration via messages within the happiness.com/ Happy platform. Statements and information sent to you by e-mail will be deemed to have been received as soon as they are received on your e-mail server and you can retrieve them under normal circumstances.

§2 Subject Matter of the Contract

1. We provide you with the happiness.com/ Happy platform to use the services on happiness.com/ Happy for independent use.
2. You already signed up for a **basic membership** by registering for a user account on happiness.com/ Happy. The free Membership is no fixed term and there are no costs for you when using it.
3. You can also sign up for a **CORE membership**. Paying Memberships are subject to charges and explicitly marked accordingly. This will give you access to some features beyond the basic Membership, but most importantly you are supporting the [Vision](#) of happiness.com/ Happy.
4. More detailed information can be found on the happiness.com/ Happy platform. The respective prices can be found in the price overview on happiness.com/ Happy.
5. Use of the app is also subject (e.g., with regard to use on multiple devices) to the terms and conditions of the respective providers, which are available at <https://www.apple.com/legal/internet-services/itunes/de/terms.html> and https://play.google.com/intl/en_de/about/play-terms.html.

§3 Registration & Profiles

1. To register on happiness.com/ Happy, you must complete a registration form. With the registration on happiness.com/ Happy you make an offer to conclude a contract with us.
Our contract with you for the use of the app is also concluded when we enable you to log in to the app (acceptance) after providing the information required for registration (offer). With the activation by us, a contract is concluded between us and you on the basis of the GTC. Before submitting your offer, you have the option to change the entered data or cancel the registration completely by pressing the "back" button of your browser or your smartphone/tablet as well as by using controls in the app or on the website.
2. After your registration, you will receive an e-mail from us confirming the conclusion of the contract. You have, however, no legal claim to the conclusion of a contract with us. The contract language is German or English. The contract text is not stored by us.
3. For your registration on happiness.com/ Happy a valid e-mail address is required, to which we will send you a confirmation code. On the app, the confirmation code can also be sent via SMS. You need this code to complete your registration and use happiness.com/ Happy.
4. When you register, you set your own password. You must always keep your password confidential and must not

pass it on to third parties. You must also protect your password against access by third parties. We encourage you to change your password periodically for your own safety.

5. You can also use the "Log in with Facebook" function to create your profile. If you choose this feature, you will provide us with your Facebook.com Username, the email address you used to sign in to Facebook, and your gender, first name, and profile picture. From your first name a profile name suggestion is generated, from your profile picture a profile picture suggestion, but you are free to change or reject these.

§4 Term and Termination of the User Agreement

1. You can cancel the user agreement for a free membership at any time in the settings on happiness.com/ Happy with immediate effect. happiness.com/ Happy is entitled to cancel your free membership at any time with a notice period of 4 weeks.
2. We will inform you about the terms of the CORE memberships when you place your order on happiness.com/ Happy and in your order confirmation. These memberships can also be terminated by you at any time, effective by the end of the membership's fixed term. If you do not cancel a CORE membership within the end of the then-current term, it will be extended by another term of the same duration you have chosen when you purchased the CORE membership. If you terminate the CORE membership, after expiry of the term, you will be reset to your basic membership, which can be cancelled according to the terms and conditions for free memberships. Any termination of a CORE membership before the end of the remaining term has no influence on your payment obligation.
3. This does not apply if you have chosen the payment method "payment upon invoice" (only available in Germany). In this case, the membership expires automatically and is then reset to the basic membership. No separate notice is required from your side.
4. Happy/happiness.com reserves the right to irrevocably deactivate member accounts with incomplete registration data and member accounts that have been inactive for a period of at least 12 months. In this case the contract will continue, you also have the right to cancel the contract at any time. A re-activation of the profile is usually possible.

§5 Withdrawal Information for Paid (CORE) Memberships

If you conclude a contract with us for the delivery of digital content on happiness.com/ Happy, you will expressly agree that we will begin with performance of the contract before the expiry of the statutory withdrawal period. In this case, you lose your right of withdrawal as a consequence of your consent as soon as we provide the services to you. You will separately confirm both your consent to the execution before expiry of the statutory withdrawal period and your knowledge of the associated consequence of the loss of your right of withdrawal (this procedure hereinafter "Withdrawal Waiver").

Right of Withdrawal

1. After the purchase of the membership you as a consumer have the possibility to cancel the contract within 14 days from the day of the conclusion of the contract, unless you have declared a Withdrawal Waiver, which is a prerequisite for an immediate use of the purchased product.
2. To exercise your right of withdrawal, you must contact the company authorized to accept declarations of withdrawal:
SmH Servicecenter.de GmbH, Metzer Str. 13, 13595 Berlin; Tel. No. 0800/3335521; Fax. No. 030-338405-999;
E-mail: smh-team@servicecenter.de
by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to withdraw from the contract. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.
3. To exercise your right of withdrawal, you are welcome to use the sample withdrawal form, which you can find under [revocationform](#)

Consequences of Withdrawal

1. If you withdraw from the contract, we shall repay to you all payments we have received from you immediately and no later than 14 days from the date on which we received notice of your withdrawal from the contract.
2. For this refund we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.
3. If you have requested that the services commence during the withdrawal period (but have not waived the right of withdrawal), you shall pay us a reasonable amount equal to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal in respect of this contract in relation to the total amount of services provided under the contract.

§6 Payment Provider / Late Payment

1. In order to process payments for paid memberships, happiness.com/ Happy cooperates with external payment providers. If you make a payment to us, you must agree to the terms and conditions of the respective payment provider, which you will be given a separate opportunity to do before payment. You can choose between different payment methods (e.g. by credit card or electronic direct debit), as well as different tiers for membership fees. If you do not agree to the payment provider's terms and conditions, we cannot offer you our paid memberships.
2. The data is transmitted via a secure connection.
3. In the event of an increase in the statutory value added tax, we shall be entitled to adjust our prices accordingly. This shall also apply in the event that professional expenses (e.g. costs for hosting or traffic) incurred in our provision of the services to you increase unless this cost increase is attributable to our culpable act or omission. You will be informed of a possible price increase in due time so that it is possible for you to terminate the user agreement with sufficient notice. Conversely, we are obliged to pass on a corresponding tax or price reduction to you.
4. If costs are incurred by us as a result of payments being rejected (for lack of funds in your bank account or credit card or for other reasons for which you are responsible) or payments being wrongfully cancelled by you, you undertake to compensate us for such costs. These costs are charged to us by the bank, the credit card company or the payment provider and their amount depends on the payment method used and the bank or billing service provider involved.

Duties of the User

§7 Duties of the User

1. You are responsible for your activities, information and content on happiness.com/ Happy. You undertake to comply with the relevant statutory provisions (e.g. image rights, third-party publicity rights including the right to privacy, third-party copyright, trademarks and name rights and regulations on the protection of minors).
2. You undertake to provide correct and complete information when registering and in your profile and to keep this information up to date at all times. You are obliged to inform us immediately if your e-mail address is deleted or changed.
3. At happiness.com/ Happy, you can only log in with one profile. With your registration you represent and warrant that you are not an already existing User of happiness.com/ Happy.
4. You undertake to keep your happiness.com/ Happy password secret and ensure in your social circle that your log-in data is not made accessible to third parties. We will never ask you for your password. If you suspect or have knowledge that your password has been misused or a third party has knowledge of your access data and/or misuses your account, you are obliged to change your password immediately and contact us.
5. Multiple use of your paid membership (i.e. different people use happiness.com/ Happy using your password) is prohibited. In some cases it is possible if agreed to by us in writing.
6. The communication languages on happiness.com/ Happy are German and English.
7. You are obliged to observe a tone of voice on happiness.com/ Happy that does not violate the [community guidelines](#) on happiness.com/ Happy.
8. As a User, you agree that you are solely responsible for the User content and/or other information you publish,

transmit and/or post through the website and/or the services.

§8 Terms of Use and Restrictions for User Content

You agree to use the happiness.com/ Happy platform in a manner consistent with all applicable laws, rules and regulations. In connection with your use of the happiness.com/ Happy platform, you agree not to do the following on happiness.com/ Happy:

- carry out any illegal form of advertising communication, inadmissible advertising or commercial addressing of third parties;
- sending spam, chain letters or junk emails;
- use any robot, spider, scraper, site search/retrieval application or other manual or automatic device or process to retrieve, index, perform data mining, or in any way reproduce or circumvent the navigational structure or presentation of the happiness.com/ Happy platform, its content or User information;
- exploit any part of the happiness.com/ Happy platform without our prior written consent by framing or mirroring it;
- automatically aggregate the personal data of other Users or other persons without their express consent, whether for commercial or other purposes;
- tyrannize, intimidate or harass other Users;
- to publish content which is despicable or threatening or which calls for violence or contains violence;
- use the happiness.com/ Happy platform to perform or assist in any unlawful, misleading, malicious, or discriminatory activity;
- attempts to entice Users to other portals/platforms;
- other misuse of our happiness.com/ Happy platform;
- disseminate telephone numbers, addresses, URLs, e-mail addresses or confidential information of third parties without their consent;
- distribute audio files, text, photos, videos, or other images that contain confidential information of third parties;
- falsely impersonate another natural or legal person;
- stalking or otherwise harassing any person;
- without our express prior written consent, claim or imply that statements made by you are endorsed by happiness.com/ Happy;
- publish, distribute or reproduce in any manner whatsoever any copyrighted material, trademarks, service marks, trade secrets, patents, domain names or other proprietary information without obtaining the prior consent of the owner of the copyrighted rights;
- remove any copyright, trademark or other proprietary notices contained on the website;
- post, offer for download, transmit, advertise or otherwise make available any illegal or infringing software, products or services, including, but not limited to, spyware, adware, unsolicited advertising programs (i.e., spamware), unsolicited advertising services, denial of service attack initiation programs, mail bombing programs and unauthorized access programs to networks on the Internet, to post, offer for download, transmit, advertise or otherwise make available any software, products or services that are illegal or violate the rights of third parties;
- use any metatags, codes or other methods that link to the happiness.com/ Happy platform, its services and/or the website to direct any person to any other website for any purpose; and/or modify, adapt, sublicense, translate, sell, reverse engineer, decrypt, decompile or otherwise disassemble any portion of the happiness.com/ Happy platform or any software used on or for the happiness.com/ Happy platform;
- upload any code that harms us or the happiness.com/ Happy platform or restricts or otherwise affects the functionality of us or the happiness.com/ Happy platform;
- obtain third-party credentials or access an account owned by another User;
- take any action that may block, overburden or impair the proper working of the happiness.com/ Happy platform or interfere with any services, the website and/or any servers or networks connected to it;
- post, download, email or otherwise transmit any material that contains software viruses or other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Any of the aforementioned practices will be considered a violation of the GTC and may result in the immediate and

immediate termination of your membership and user account. happiness.com/ Happy reserves the right to use all available legal remedies against Users who engage in the above prohibited conduct.

§9 Grant of Rights to Content and Rights of Use to the happiness.com/ Happy Platform

1. All rights to the happiness.com/ Happy platform remain the property of happiness.com/ Happy grants the User a non-exclusive and non-transferable right to use the happiness.com/ Happy platform for the duration of this user agreement as intended and in accordance with these GTC.
2. If the members posts their own copyrighted content such as news, photos, comments or ratings on the happiness.com/ Happy platform, they grant happiness.com/ Happy the non-exclusive, transferable, sublicensable, royalty-free, temporally and spatially unlimited right to use this content for the purpose of providing the respective service on the happiness.com/ Happy platform to the extent necessary. The right of use granted by the User therefore includes the right to reproduce the contents technically (e.g. within the scope of providing the happiness.com/ Happy platform), to edit them and to make them publicly accessible on the happiness.com/ Happy platform. The right of publication ends when the User removes posted content from the happiness.com/ Happy platform.

§10 Copyright Guidelines/DMCA Conformity

You assure us that you have all necessary rights with regard to the content you upload to the happiness.com/ Happy platform (including, but not limited to, photos, texts, videos) and that such contents:

- do not violate the rights of third parties (e.g. personal rights, right to one's own image, copyrights);
- do not impair third parties in any other way (e.g. by defamation, insult, libel, etc.);
- do not violate any other regulations (e.g. the law against unfair trade practices, trademark laws, penal codes, regulations for the protection of minors) and do not violate our [photo guidelines](#) and these GTC;

If necessary, upon our request, you will provide evidence of your ownership of the respective content. happiness.com/ Happy reserves the right to terminate the membership of any User who repeatedly infringes the copyrights of others. If you believe that copyrighted works on or through the happiness.com/ Happy platform have been copied and/or published in a way that constitutes copyright infringement, you should provide happiness.com/ Happy with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work;
- an identification and location on the website (or otherwise) of the copyrighted work whose protection you claim has been infringed;
- a written statement from you that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law;
- your name and contact information, such as telephone number or e-mail address;
- a statement that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf in lieu of an oath and under penalty of perjury.

The contact information of happiness.com/ Happy for copyright matters and allegations of copyright infringement is as follows:

SmH Servicecenter.de GmbH, Metzger Str. 13, 13595 Berlin; Tel. No. 0800/3335521; Fax. No. 030-338405-999; e-mail: rechtsverstoesse@happiness.com

§11 Sanctions for Infringements

1. Compliance with these GTC - in particular the provisions of its §7 ("User Duties") - is of considerable importance for the functionality of the happiness.com/ Happy platform. We will therefore impose sanctions in accordance with this section on a User if and to the extent that happiness.com/ Happy has reasonable grounds to believe that a

User is in breach of statutory provisions, the rights of third parties, accepted principles of morality and/or these GTC. In the event of serious personal attacks, insults, defamation and threats, we reserve the right to involve law enforcement authorities.

2. When choosing the sanction to be imposed, we will take into account the interests of the User concerned and, among other things, whether there has been any misconduct through no fault of our own or whether the infringement has been committed culpably. The following measures and sanctions may be considered by us depending on the severity of the misconduct:
 - issuing a warning to the User (as mildest remedy);
 - partial and complete deletion of contents of a User;
 - requesting proof of the authenticity of the respective profile owner;
 - restriction on the use of happiness.com/ Happy;
 - temporary blocking of the user account;
 - final blocking of a User and banning a User.
1. The sanction imposed has no influence on the payment obligation of the User with regard to the remaining term of the respective paid membership.
2. In the event of a culpable and serious breach of the provisions of §7 of these GTC, we reserve the right to assert claims for damages in the amount of the respective damage.
3. In extreme cases, we reserve the right to change, suspend or terminate any account, including any features, content or services, at any time and for any reason. We may also restrict the use of certain services, content or features and/or restrict your access to portions of the happiness.com/ Happy platform without notice or liability.
4. In such cases, the User is not entitled to compensation for any and all financial losses. There is also no entitlement to reimbursement of HAPPY tokens that may be affected.

Contents, Use, Copyright, Liability

§12 Changes to the happiness.com/ Happy Platform

We reserve the right to change the happiness.com/ Happy platform and the functions contained in the online offer to improve the user experience on the happiness.com/ Happy platform. We will notify you of any changes. For this purpose, we can remove individual functions from the happiness.com/ Happy platform, add new functions or replace existing functions with others. Insofar as these functions are assigned to a paid membership, we will ensure that the functions to be changed are properly balanced.

§13 Third-Party Content, Courses and User Content

1. Subject to the terms of the GTC, Users who have the required technology and register as Users have the opportunity to view all or some of the quizzes, tests, challenges and activities (collectively referred to as "Activities") as well as media, text, images, graphics, analysis, research, commentary, opinions, advice, statements, offers, services, requests, solicitations, user interfaces, audio, video, photographs, trademarks, logos, news articles and other content provided by and through the happiness.com/ Happy platform (together and collectively with the activities "Content(s)"). Content is created, distributed and displayed by happiness.com/ Happy and by Users and other third parties. happiness.com/ Happy does not control the content provided by Users and/or third parties that is provided by and through the happiness.com/ Happy platform. These Users and/or third-party providers are responsible for the accuracy, completeness, appropriateness and/or usefulness of such content. Content should not necessarily be relied upon. happiness.com/ Happy makes no representations or warranties that the content and other information published by or through the happiness.com/ Happy platform is accurate, complete, current or appropriate. You may find certain Content posted by Users and/or third parties to be out of date, harmful, inaccurate and/or misleading. Please use caution, common sense and security awareness when using the happiness.com/ Happy platform.
2. If you have a complaint, wish to notify happiness.com/ Happy of a dispute, or wish to notify happiness.com/ Happy of any inappropriate use of Content or other information, or of any inaccurate or misleading Content that

appears on the happiness.com/ Happy platform or is otherwise available through and through the Services, please contact us at rechtsverstoesse@happiness.com at any time.

§14 Warranty

The User has no legal claim against happiness.com/ Happy within the framework of these GTC to the achievement of a particular level of happiness, mental health, psychiatric or other benefit or similar outcome. The use of the happiness.com/ Happy platform, User content, courses and/or other happiness.com/ Happy products and/or services is not intended to be construed as a basis for or comparable to a physician's or therapist's relationship with a patient.

§15 Liability of happiness.com/ Happy

1. We do not assume any liability for the constant accessibility or availability of the happiness.com/ Happy platform and are not liable for downtimes due to necessary maintenance work or new errors, as far as these were not foreseeable and can be reasonably expected from a conscientious average developer.
2. An editorial review of the content posted by the Users does not take place. We therefore accept no liability for the accuracy, completeness and usability of the information and content published on the happiness.com/ Happy platform.
3. According to the statutory provisions, we are not obliged as a service provider to monitor the content of third parties or to investigate circumstances that indicate illegal activity. These contents also include links set by you within happiness.com/ Happy. However, if we become aware of any illegal activity by a User or information within happiness.com/ Happy, we will immediately remove or disable the User's access to happiness.com/ Happy.
4. We do not check the websites of other providers for their content or legality and can therefore not influence their design. We dissociate ourselves from any unlawful content presented there and are not responsible for the content of any happiness.com/ Happy platform to which links are provided. You use the links to third-party websites at your own risk.
5. We accept no liability for any displeasure of the happiness.com/ Happy offer provided in accordance with the agreement, or of individual contents, services and performances, nor for the fact that you can actually establish successful contacts with others at happiness.com/ Happy.
6. We are exclusively liable for damages caused by ourselves, our legal representatives or our vicarious agents intentionally or grossly negligently. Liability for simple negligence is limited to the violation of essential contractual obligations (so-called main contractual obligations). The amount of our liability shall then be limited to the damage foreseeable at the time of conclusion of the contract and typical for this type of contract. Main contractual obligations are such obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the User as contractual partner may regularly rely.
7. As far as our liability is limited according to these conditions, this limitation does not apply in case of injury of body, life and health, as well as in case of liability according to the regulations of product liability laws.
8. The identification of persons on the Internet is only possible to a limited extent. Therefore, we cannot exclude the possibility that false data will be entered during registration on happiness.com/ Happy. happiness.com/ Happy therefore does not guarantee the real identity of a User. Each User has to convince themselves of the identity of another User.
9. In general, happiness.com/ Happy cannot accept any responsibility for the offerings of third parties, including the Challenge feature provided by Clear Health Tech.

§17 Academy, Courses, Teachers

1. On happiness.com/ Happy you can take part in courses, lectures, discussions and consulting offers from external providers. If you have any complaints about a vendor, course or offer, please contact our [Support Center](#).
2. If you offer services or content relevant to happiness.com/ Happy and would like to offer a course at the happiness.com/ Happy Academy, for example, please contact academy@happiness.com.
3. The special terms and conditions for teachers can be found under the Teacher Agreement section.
4. If you offer services and/or content outside of happiness.com/ Happy, you may mention them on the happiness.com/ Happy platform in the context of regular interactions with Users. Advertising without relevant

context and benefit to the User is considered spam and is prohibited on the happiness.com/ Happy platform. There are several ways to advertise on happiness.com/ Happy. You can find information about this on the happiness.com/ Happy platform or you can request it at cooperation@happiness.com.

5. Teachers of the happiness.com/ Happy Happiness Academy courses can see the User data of Users enrolled in their course. This means that when you sign up for a course, the teacher of the course will have access to your email address and the user name you used to sign up for the happiness.com/ Happy platform. Therefore, Users might also contact you outside happiness.com/ Happy via email if necessary.
6. If teachers, therapists or other service providers contact you via the happiness.com/ Happy platform and point you to your offers, it is important to always consider whether the remuneration required is appropriate and to take appropriate precautionary measures. For professional providers this should go without saying. If an offer seems dubious to you, please don't hesitate and report it to support@happiness.com.

HAPPY Token usage

§18 HAPPY Token

1. When you use the happiness.com/ Happy platform, we provide you with a token system - "HAPPY" or "HAPPY Token". Within this system you can collect HAPPY, which you can then use for additional services on our happiness.com/ Happy platform. Regardless of how you purchased HAPPY, a cash payment of your HAPPY balance is not possible at this time. You can currently only use your HAPPY tokens on our happiness.com/ Happy platform.
2. Each User on happiness.com/ Happy has their own HAPPY wallet in which their own HAPPY tokens can be managed. Currently, HAPPY can only be earned by engaging on happiness.com/ Happy as an active and supportive community User and especially by cultivating and spreading happiness. The exact list of rewardable actions is subject to constant adjustment and the trade secret of happiness.com/ Happy.
3. In the case of all paid memberships or other paid services within the framework of the token system, a claim to the service covered by the respective membership exists only and exclusively after final payment has been made by the User.
4. You are responsible for all uses of your happiness.com/ Happy account, whether by yourself or a third party. Your account logs details of all HAPPY tokens generated by you and all transfers from HAPPY to or from your account and other transactions.
5. Different membership levels such as Basis and CORE memberships apply to the accounts of different Users. Depending on the type of your membership, your permission to access features and generate HAPPY may vary.
6. HAPPY tokens represent digital units that Users can generate through verified, traceable actions in the happiness.com/ Happy ecosystem. HAPPY may be used to obtain products, services and other benefits to the extent such products, services and other benefits are offered. They can also be used to express your gratitude to other Users of happiness.com/ Happy and to honor their contributions.
7. All HAPPY tokens are generated by the verified actions and contributions of Users in the happiness.com/ Happy ecosystem. We reserve the right to confiscate, block or destroy any HAPPY token that we believe has been obtained in an unlawful, improper and, in particular, fraudulent manner, and to block any account that violates these GTC and to destroy, block or transfer its token to the Happiness Reward Fund.
8. We reserve the right to determine, at our sole discretion, the types of actions and contributions, verification algorithms and the number of actions that must be executed by Users in order to generate HAPPY. The exact list of rewardable actions is subject to constant adjustment and the trade secret of happiness.com/ Happy.
9. We can limit the maximum amount of HAPPY tokens that Users can generate daily. The applicable limit may vary depending on the type of membership of the individual User or other criteria we have selected. We may change this limit from time to time at our reasonable discretion, taking into account the interests of Users.

§19 HAPPY Classifieds, Offers Provided by Other Users

1. happiness.com/ Happy makes it possible for Users to offer goods, services and the like, among other things, via the classified ad market, which can also be redeemed against HAPPY or remunerated according to the agreement

between the parties involved.

2. For example, if you use happiness.com/ Happy's classifieds market to offer or redeem goods, services or otherwise, such a transaction will be entered into directly between you and the person providing or redeeming the goods, services or other benefits to you. happiness.com/ Happy is not part of the contractual relationship between you and the respective provider and/or seller.
3. Unless expressly agreed otherwise with you, we do not act as agents, contractors, partners or in any way as representatives of you or any other User of the happiness.com/ Happy platform. The possibility to offer goods and services on the happiness.com/ Happy platform should not be understood as an explicit or implicit confirmation by happiness.com/ Happy of the goods, services or other advantages offered therein or of a User.
4. You represent and warrant to us that all goods, services or other benefits you offer on happiness.com/ Happy
 - (i) correspond to the description you provide to them,
 - (ii) comply with all applicable laws and regulations,
 - (iii) are of satisfactory quality,
 - (iv) do not violate the provisions of §7 (above) and
 - (v) are delivered in full as soon as a User redeems the relevant goods, services or other benefits using the required number of HAPPY in accordance with your specified performance.

Final Provisions

§20 Data protection

1. We are aware that it is extremely important for our Users to handle all personal data that Users submit to happiness.com/ Happy in a particularly sensitive manner. We therefore observe all relevant statutory data protection requirements.
2. Detailed information on the collection, processing and use of the User's personal data can be found in happiness.com/ Happy's privacy policy. Here you can find our [privacy policy](#).

§21 No medical or psychiatric counselling or therapy

1. happiness.com/ Happy is not a provider or forum of medical or health services and we are not engaged in the diagnosis or medical or psychiatric treatment of patients.
2. The contents, academy offers and User contents presented by and through the happiness.com/ Happy platform such as the academy are in no way intended for medical and/or psychiatric treatment or therapy and are not provided for the purpose of diagnosis or treatment.
3. happiness.com/ Happy and its related services are not a substitute for, and should never be construed as, advice from a licensed healthcare provider or medical or psychological professional.
4. The use of the happiness.com/ Happy platform is not a doctor-patient relationship. Accordingly, while communication between you and happiness.com/ Happy is covered by our Privacy Policy, it is not protected by medical secrecy or confidentiality.
5. All content, academy offerings and User content provided by and through the happiness.com/ Happy platform and/or related services should be reviewed and approved by your physician, psychiatrist, psychologist, therapist or other healthcare provider before you begin any exercise program, online course or other treatment. This applies whether or not happiness.com/ Happy offers them through its affiliated services, articles, Users, or otherwise.
6. Information and statements about some of the products and/or services presented through the happiness.com/ Happy platform have not been sufficiently evaluated and are not intended to diagnose, treat, cure or prevent any disease and/or psychological disorder.

§22 Severability clause

Should individual provisions of these GTC be or become void or ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions. Any provisions of these GTC that are not included or are invalid shall be replaced by statutory law. If such statutory law is not available in the respective case (loophole) or would lead to an

unacceptable result, the parties shall enter into negotiations to replace the unincorporated or ineffective provision with an effective provision that comes as close as possible to it economically.

§23 Governing Law

1. German law applies exclusively. In the case of consumers, this choice of law shall only apply insofar as this choice of law does not deprive the User of the protections of consumer protection laws where the User has their habitual residence.
2. The EU Commission offers the possibility of [online dispute resolution](#) on a self-operated online platform.
3. Please direct your happiness.com/ Happy related questions to our support team: support@happiness.com