

# Terms and Conditions

The following Terms of Use apply to the "WHO IS HAPPY" website and application, hosted on the following domain <http://www.whoishappy.com> / and/or secondary domains or application.

By entering this web page or to the application, you declare that you agree with the following terms:

## 1. TERMS OF SERVICE

These are the Terms of Service between You and Who is Happy. The following Terms of Service govern the use of the web page and application mentioned above, whether for free access areas, or registered user areas. You confirm the personal information submitted and declare that you are only providing accurate information to the web page and application mentioned above, under the terms of the law. THE ACCEPTANCE OF THE TERMS ON THIS TERMS OF SERVICE IS NECESSARY FOR THE USE OF THE "WHO IS HAPPY" WEB PAGE AND APPLICATION. THE USE OF THIS WEB PAGE AND APPLICATION MEANS THAT YOU HAVE ACCEPTED THIS TERMS OF SERVICE. THESE TERMS OF SERVICE HAVE, AS ITS ESSENTIAL ELEMENTS, THE AUTHORIZATIONS REGARDING THE SUBMISSION OF CONTENT AND EXEMPTION OF LIABILITY AND WARRANTY (Clauses 5, 6, 7 and 8).

## 2. PROHIBITION OF COMMERCIAL, ILLEGAL OR HARMFUL USE

The web page and application mentioned above belongs to Who is Happy and is protected by copyright, under the terms of the current legislation, therefore Who is Happy is not liable for contents published by users that are not in compliance with these terms of use, which break the law or is disrespectful.

You cannot use them for any purposes, especially commercial ones, without our prior and written authorization. You cannot use them, even if allowed by the copyright legislation, in any way that is harmful to either third parties or Who is Happy, or in any damaging way to our business partners or clients, to anyone who might be interested in our web pages and applications or any third parties. Who is Happy reserves the right to inform you about specific detrimental forms or harmful uses of its web pages and applications on the internet, by means of notifications, and it doesn't have any obligation to provide such information before taking any measure contained in these Terms of Service. You shall not use the web page and application mentioned above in any way that disrespects the law,

the public morality, these Terms of Service or other issues considered on this web page and application- especially its privacy policy.

You cannot act in such a way that it overloads or damages the web page and application mentioned above or any other web pages and applications from Who is Happy. You will be held responsible for the damages you do, and Who is Happy is allowed to take, at any time, an action for compensation or a recourse of action with this purpose. From now on, you declare that you are aware that Who is Happy shall denounce all and any actions, litigations and conflicts where it's involved due to contents submitted and/or any conduct perpetrated by yourself. In order to proceed with the act of holding users and/or third parties who cause any type of damage responsible, Who is Happy will make use of the registration data, as well as any other technical data that enables the identification of users and/or third parties, and you shall be informed as of now that you won't be able to claim any violation of privacy in such cases. You understand and acknowledge that Who is Happy also holds the right to cancel, at any time, the registration of any user that violates the following Terms of Use, at its solely and exclusive discretion, without any prior notice.

### **3. PROHIBITION OF SPAM**

You agree not to use the web pages and applications mentioned above to transmit, either directly or indirectly, any mass email (electronic message), unasked for business emails or any other form of spam. Who is Happy might filter the submission of data between You and the web page and application mentioned above, as well as take any other measures to block mass emails and unasked for emails.

### **4. COMMUNICATION OF CONTENTS BETWEEN YOU AND THE WEB PAGE**

#### **4.1.**

It's permanently prohibited the use or redistribution of the content on the Who is Happy web page and application unless it's explicitly authorized by it. The violation of such obligation might be considered a criminal act in should any usurpation, counterfeiting or unfair business practices be confirmed. The reproduction of any commercial brand, logo, graphic, sound or image present on the web page and application mentioned above is strictly prohibited, unless there is any prior authorization allowing such reproduction.

#### **4.2.**

Who is Happy reserves the right to amend its web pages and applications without any prior notice, and might keep You from accessing areas, pieces of information and sectors previously available for public search. Who is Happy also reserves the right to allow the

access to specific web pages and applications or contents on the internet only pursuant to specific payments.

#### **4.3.**

Who is Happy allows You to send contents related to the web page and application mentioned above, solely and only for the purposes determined and in the terms agreed upon. Any submission of content should respect, besides these Terms of Service, the rule (s) regarding the web pages and applications mentioned above. You declare that you understand that any submission of content should be made on personal terms, and you take full responsibility for the opinions and comments submitted to the web pages and applications mentioned above.

#### **4.4.**

Contents published by You or provided by you to Who is Happy, either directly or indirectly related to the web pages and applications mentioned above, have the permission, granted from You to Who is Happy, to use, copy, distribute, broadcast, exhibit and publicly execute, reproduce, edit, amend, translate and reformat such contents. You grant Who is Happy the permission to sublicense such rights. Who is Happy receives contents from You for free, and might remove them from its web pages and applications at any time and without any justification or notice. By submitting contents to Who is Happy, You declare to have all the necessary rights to provide the authorizations specified in this Clause. Moreover, you declare that the content submitted doesn't have any illegal or non-publishable features; that all the necessary and reasonable care has been taken to detect and remove any virus or other elements able to hack or damage the web page and application mentioned above. You also declare that you won't take any judicial or out-of-court action against Who is Happy on the account of the content submitted, and that you shall indemnify Who is Happy in case any third parties take judicial or out-of-court action on the account of the content submitted.

#### **4.5.**

Who is Happy might, in good faith, monitor your accesses from the login account created in your web pages and applications or other electronic communication pieces, and disclose information about You to the authorities if there is any reason to believe that such is necessary to ensure the compliance with these Terms of Service and preserve Who is Happy or any third parties' rights, property and interests. Who is Happy might limit your access to its web pages and applications at any time and without any justification, whether for safety purposes, or for the fact that You have violated any of the terms of these Terms of Service, or because the access to such web pages and applications cannot be granted to the user, whether temporarily or permanently.

#### **4.6.**

Who is Happy might include in its pages hyperlinks for web pages and applications that belong to third parties. By entering the pages of third parties through the hyperlinks

provided, You commit to comply with the terms of use and other rules from each of these pages before using them. You also acknowledge that Who is Happy doesn't have any control over the content of these pages, which belong to third parties, therefore it cannot be held responsible for them. The hyperlinks present on the web pages and applications mentioned above do not imply in any approval, endorsement or commercial relationship between Who is Happy and the owners of other pages on the internet, or the products and services advertised, described or made available.

#### **4.7**

Who is Happy might offer by means of its pages newsletters, instant messaging services (message exchange between users), scheduling services and distribution services for users' comments, all of which are entirely subject to these Terms of Service, including their arrangement on the lack of guarantees regarding the services offered and limitation of liability.

### **5. INFORMATION AVAILABLE FROM THE WEB PAGES AND APPLICATIONS**

#### **5.1.**

Who is Happy doesn't ensure the accuracy or the updating of any information available from its web pages and applications, or that its information will be kept available for either free or paid-for access whatsoever.

#### **5.2.**

Who is Happy doesn't take responsibility for the use of such pieces of information, whether they have been directly provided by its web pages and applications, derived from emails, pagers, cell phones, mobile devices, web pages and applications with any interface for the web page and application mentioned above or any other form of transmission of contents available in its web pages and applications.

#### **5.3.**

Who is Happy doesn't authorize the use of the information available in its web pages and applications for any purpose other than personal use. Who is Happy explicitly prohibits the use of such information for commercial purposes.

#### **5.4.**

The web page and application mentioned above neither recommends or endorses any service or product in particular, as well as medical products or services. Nothing on the web pages and applications mentioned above intends to constitute any kind of professional advice.

#### **5.5.**

Who is Happy makes use of all its reasonable efforts in order for the information contained on the web page and application mentioned above to be accurate and up-to-date. However, Who is Happy doesn't offer any warranty, either explicitly or

implicitly, regarding the accuracy of the information on the web page and application mentioned above, pursuant the terms from clause number 7 below. The contents of the web page and application mentioned above regarding any medical knowledge, products and services, pharmaceutical or safety products, or of any other sort, are not meant to replace, support or even subsidize any form of medical prescription or even decisions regarding healthcare, and it's essential that you see a healthcare professional or another qualified professional in case you need such information. Particularly, Who is Happy doesn't ensure that the contents of the web page and application mentioned above are free from any errors or imprecision's; Whenever such errors are verified, Who is Happy shall have the prerogative of adding any improvement or change at any time, at its solely discretion. Who is Happy doesn't authorize the contents of the web page and application mentioned above to be used for self-medication under any circumstances.

#### **5.6.**

Some areas of the web page and application mentioned above can only be accessed upon registration. You declare that you understand that the access to such areas depends on the acceptance of special access rules and of our [Privacy Policy](#) and commit to only provide truthful information, especially those regarding your identification. You declare that you accept that we share such information with our sponsors, on the terms of our [Privacy Policy](#).

### **6. NO GUARANTEES**

The web page and application mentioned above is provided on an "as is" basis, without any obligation to quality, performance and accuracy. It doesn't offer any warranty or condition, either explicitly or implicitly. Who is Happy exempts itself from every and any warranty or condition, either explicitly or implicitly, including, and without limitation, tradability warranties or conditions, adjustment to a specific purpose and accuracy; Warranties or conditions that ensure that your access to these web pages and applications will be uninterrupted or free from errors. Who is Happy explicitly states that it doesn't provide any warranty regarding any expectations as to the content, functioning or possibility of access to its web pages and applications.

### **7. LIMITATION OF LIABILITY**

Who is Happy doesn't take responsibility for any damages, including, but not limited to, indirect, special, consequential, incidental or punitive damages, derived from or related to these Terms of Service.

Who is Happy doesn't take responsibility for any damage resulting from the use of its web pages and applications. Who is Happy doesn't take responsibility for any damage resulting from the impossibility of use of such web pages and applications caused by the extinction of such pages, restriction to its access or charge for its use.

## **8. MODIFICATION OF THE WEB PAGES AND APPLICATIONS**

Who is Happy reserves the right to amend its web pages and applications, including the right to delete them, at any time and for any reason. Who is Happy reserves the right to require subscription payments for the access to specific contents, pages or parts of its web pages and applications, at any time. By using the web pages and applications mentioned above, You can receive, access or use any information, material, graphic, software, data and content from Who is Happy and any third parties, always subject to the terms of these Terms of Service.

## **9. SOFTWARE**

Your personal use of any software provided for access to the web page and application mentioned above is ruled by the terms and conditions of the license agreement that comes along with the software. If you receive any software without a license agreement, Who is Happy grants You a personal license, non-exclusive, revocable at any time and non-transferable for the use of the software solely in conjunction with the web page and application mentioned above and in compliance with these Terms of Service. Who is Happy claims all the rights over this software, according to the protection on the terms of the law. Who is Happy or its providers have the ownership of rights over any software associated with the web page and application mentioned above. It's prohibited the dismantling, recompilation, modification or any other use of such software. Who is Happy might automatically check the software version, as well as automatically send software updates for your computer to update, improve and develop the web page and application mentioned above.

## **10. TERMINATION**

Who is Happy might terminate these Terms of Service at any time and for any reason. Who is Happy can keep you from accessing this web page and application mentioned above at any time, without any notice. You declare that you are aware of this possibility and that the information stored on the web page and application mentioned above can be suppressed at any time and for any reason without any prior notice.

## **11. LAW APPLICABLE AND COMPETENT COURT**

These Terms of Service shall be governed by the laws of Brazil. In case any dispute resulting from these Terms of Service is not able to be solved by friendly means, You agree to submit them to the Central Court of São Paulo State Capital, Brazil thus waiving right to any other, as privileged as they may be.

## **12. FULL TERMS OF SERVICE**

Should any of the clauses of these Terms of Service be considered either invalid or suppressed by judicial decision, the rest of the Terms of Service should be kept valid, in a form that's compatible with its original purpose.

## **13. TRANSFER OF THE TERMS OF SERVICE**

Who is Happy might transfer these Terms of Service, either totally or partially, at any time and to any third party, without the need for any prior notice to You. You cannot transfer these Terms of Service or transfer or sublicense any rights and obligations contained herein. These Terms of Service accounts for the entirety of the Terms of Service between you and Who is Happy in regards to the web page and application mentioned above, thus replacing any prior or simultaneous communication or propositions, whether by electronic, verbal or written means, between you and Who is Happy, in regards to the web pages and applications mentioned above.

## **14. NOTIFICATION OF COPYRIGHTS AND TRADEMARKS**

The web page and application mentioned above is protected by copyright and trademark, owned by Who is Happy.

All these rights are reserved. The names of companies and products mentioned on the web pages and applications mentioned above can be commercial brands of its respective owners.

## **15. MODIFICATION OF THESE TERMS OF SERVICE**

Who is Happy reserves the right to change the terms, conditions and warnings as they're presented on its web pages and applications. You are responsible for regularly examining the terms, conditions and warnings of these Terms of Service, as well as any additional terms published in any of Who is Happy web pages and applications. The continuous use

of such web pages and applications after the modifications on these Terms of Service means that you have accepted such additional terms.

## **16. COMPLAINTS ABOUT THE VIOLATION OF RIGHTS**

If any content from any Who is Happy web page and application violates any copyrights, image rights or any other rights, Who is Happy commits to take all the necessary measures in the sense of solving any irregularities committed by any user.

All the complaints regarding any violation of rights should be forwarded to the following email address [contact@whoishappy.com](mailto:contact@whoishappy.com) so that the appropriate measures are taken. Who is Happy commits to make use of quick and immediate efforts to investigate, identify and solve effective violations of rights, but doesn't commit to reply to any occasional doubts submitted to such electronic address.