

TERMS AND CONDITIONS

Updated April, 2018

The Terms and Conditions set forth below apply to your use the platform of “**HappyMom.Life**”, available at www.HappyMom.Life, as well as, but not limited to any other websites, software and mobile apps related to HappyMom.Life and collectively called “**The Site**”, owned by or operated by HappyMom.Life, its partners or subsidiaries. By using, browsing/viewing part or all of the pages on “The Site”, you agree to be immediately bound by the Terms and Conditions set forth below. If you do not agree to these Terms and Conditions, do not use “The Site”. HappyMom.Life reserves the right to change the Terms and Conditions at any time, at its sole discretion, without giving any prior notice. Any and all modified Terms and Conditions shall be effective immediately once they are posted. HappyMom.Life encourages you as well as other users to periodically review this page, because any and all changes will automatically be binding on you. This Agreement may not be modified, edited, and/or changed by you in any manner.

I HAVE READ AND AGREE TO HAPPYMOM.LIFE'S

HappyMom.Life is an innovative platform and marketplace for maternity/parenting vendors and future or existing parents in Thailand. HappyMom.Life is not a parenting product, service provider or vendor. Nor does HappyMom.Life pretend to be an agent or vendor representative. HappyMom.Life visitors, hereafter referred to as “**Visitors**”, include prospective parents in Thailand (collectively, “**Visitors**”) and companies and other third parties offering products and services related to parenting/maternity (“**Vendors**”). HappyMom.Life, its partners and subsidiaries and “The Site” function solely as a neutral party and marketplace where Visitors and Vendors can and may connect for a particular type of service or product. HappyMom.Life is not involved, nor is HappyMom.Life a party to the actual transaction between Users. Therefore, HappyMom.Life has no control over the quality, accuracy, safety, or legality of transactions on “The Site”. Nor does HappyMom.Life have any control over accuracy of listings, vendor pages, or the ability of Vendors to provide the items or services they promote. HappyMom.Life is not responsible for the actions or failures of Visitors or Vendors.

General Visitor: By agreeing to these Terms and Conditions, you acknowledge the following: HappyMom.Life does not provide or guarantee any products or services advertised and/or offered by Vendors. HappyMom.Life does not endorse any Vendor on “The Site”, nor does HappyMom.Life guarantee the quality of any Vendor goods or services. Any and all communications, correspondence, verbal or non-verbal between Visitors and Vendors, or any warranties or representations by Vendors are between you and the Vendor. No products or services offered on “The Site”, are actually offered/provided by HappyMom.Life, they are solely between you and the Vendor. Therefore, any transactions between you and a Vendor are strictly between you and that Vendor. HappyMom.Life is not, nor will it ever be a party to that transaction. You agree hereby that any dispute between you and a Vendor is solely between you and that Vendor, and not HappyMom.Life

Furthermore, HappyMom.Life cannot guarantee nor does HappyMom.Life warrant that information provided by or about Vendors on “The Site” is accurate.

Vendors: Any and all transactions between you and Visitors are strictly between you and the Visitors, whereby you as a Vendor agree that HappyMom.Life is not a party to that transaction. Therefore, you also agree that any dispute with a Visitor is solely between you and the Visitor, whereby HappyMom.Life will not be a party to that dispute. After we, HappyMom.Life and you terminate our relationship, you agree unconditionally that HappyMom.Life is entitled to retain all reviews associated with your account on “The Site”. Furthermore you also agree and relinquish the right to HappyMom.Life to retain and update basic directory information about your business or personal account, including, without limitation or restriction, business name(s), address(es) and telephone number(s).

TERMS AND CONDITIONS

“Free Trial,” or any other form of unpaid Vendor Account(s) may from time to time be offered by HappyMom.Life. These Free Trials or unpaid Vendor Account(s) do not guarantee any advertising placements, page views, potential lead, or any other kinds of benefits. HappyMom.Life reserves the right and you agree that HappyMom.Life has the right at its sole discretion to modify at any time the Terms and Conditions or cancel any Free/Unpaid Vendor Account(s).

3. PROHIBITED ACTIVITIES

Vendors may only upload images or videos that represent their portfolio or works as part of their Projects. Vendors are not allowed to upload images or videos that contain promotional items. Free Vendors are not allowed to upload any personal nor contact information. HappyMom.Life keeps the right to take down any information or upload from vendors that are against this policy.

Users and Vendors are prohibited to spam other Users and Vendors by sending unwanted promotional or commercial content, or unwanted or mass solicitation. HappyMom.Life reserves the absolute right to remove all the spam content and remove the offender from his/her current participation in the HappyMom.Life Site at any time and without any notice.

4. INTELLECTUAL PROPERTY (IP)

HappyMom.Life contains and uses copyrighted material, inventions, know how, patented and non-patented business material, phrases and descriptions, reviews, names, logos, HTML/C++ codes and/or other computer code/scripts (collectively, “Intellectual Property Content”), all of which you agree are the sole property of HappyMom.Life. By using “The Site” you also agree that HappyMom.Life has the right to claim ownership under all international and local copyright and trademark laws, what concerns the “look”, “feel”, “appearance” and “graphic function” of “The Site”. You agree that this right includes, but is not limited to HappyMom.Life’s color combinations, user experience, sounds, layouts and designs. Furthermore, by using “The Site” you agree and acknowledge that you do not have any license or permission to use the Intellectual Property (IP) of HappyMom.Life. You promise not to reproduce, modify, display, sell, or distribute the Intellectual Property listed on HappyMom.Life, including but not limited to information contributed by you or any other Visitors/non-visitors or Vendors. You may not, and you agree not to frame or link to/create backlinks to “The Site” without the explicit prior written permission of HappyMom.Life. You shall in no way contest our right of title to or license during the lifetime of this Agreement. You shall not use or ever register any domain name or trademark that is identical or similar to any that is owned by HappyMom.Life.

5. DISPUTES AMONG USERS

You are solely responsible for your interactions with other HappyMom.Life Users, and you agree that HappyMom.Life is not a party to any such disputes. Furthermore, you agree to fully release HappyMom.Life, its officers, directors, partners, affiliates, agents, and employees from any and all potential, current and future claims, demands and damages.

6. INFORMATION YOU SUBMIT TO “THE SITE”

When you post or submit information to any part of “The Site”, you automatically grant, represent and warrant that you have the right/ownership to give to HappyMom.Life a transferable, royalty-free, worldwide license to use, duplicate and distribute such Submitted Information for any purpose and in any format on or in connection with “The Site”, the HappyMom.Life business, or

the promotion thereof. You also grant HappyMom.Life permission to at its sole discretion grant and authorize sublicenses of all of the foregoing to itself or other third parties. You agree and acknowledge that HappyMom.Life may retain copies of your Submitted Information and may continue to use your Submitted Information however HappyMom.Life pleases. Furthermore, by posting Submitted Information, you expressly represent and warrant the following: (i) you are the owner, with all rights, of any and all content and/or information that you post on "The Site"; or (ii) you are the legitimate and rightful owner of a worldwide, royalty free, sub-licensable, non-exclusive license for communication, content and/or information, which you can use, distribute and reproduce. You furthermore testify and warrant that all persons and entities connected with your Submitted Information, and all other persons and entities whose names, voices, photographs, likenesses, works, services and materials have been used in the Submitted Information, have given you authorization to the use of their names, voices, photographs, likenesses, performances, and other data in connection with the advertising, promotion, trade and other exploitation of the Submitted Information and that all rights granted therein you hereby transfer to HappyMom.Life. You agree that your Submitted Information does not, nor will it ever violate, or possibly cause HappyMom.Life to violate any laws or regulations; will not violate these Terms and Conditions; will not infringe any intellectual property rights including but not limited to copyright, patent or trademark rights. You understand and agree that HappyMom.Life strictly prohibits the posting of any obscene, lewd, or suggestive content/pornography. You agree and warrant that the information you post is not, nor will it ever be interpreted as libelous, threatening, harassing, racist, religious or defamatory and that the information you post will not be to advertise products or services of others or competitors of HappyMom.Life, and that it will never contain any links to third-party web sites. You agree and promise that the information you post does not contain proprietary information of another person or entity; and that if it does, you will notify HappyMom.Life immediately but that it will not nor will it ever create any liability of any sort for HappyMom.Life in any manner whatsoever.

7. RATING AND REVIEW DISPUTES

If you undermine the integrity of the HappyMom.Life Rating and Review system in any way, your account will immediately be suspended or terminated.

8. MANIPULATING RATINGS AND REVIEWS

HappyMom.Life has a number of tools and procedures to identify fake reviews, and reserve the right to remove any submissions for any reason.

9. NO AGENCY

You hereby agree and acknowledge that you do not have any contractor (independent or other), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship, or other with HappyMom.Life. You furthermore agree that no affiliation, association or connection exists between you and HappyMom.Life. You shall never have any authority to bind, commit, contract for, or otherwise obligate HappyMom.Life in any manner whatsoever.

10. RIGHT TO REJECT OR REMOVE MEMBERS

HappyMom.Life reserves the absolute right to reject your participation, or remove you from your current participation, in the HappyMom.Life site at any time and for any reason without notice to you.

11. CONFIDENTIALITY/NON-DISCLOSURE

HappyMom.Life may disclose to you or you may learn of our documents, technical (such as but not limited to object code, source code, software), financial and operating information of HappyMom.Life, graphical, business information or practices, management styles, day-to-day business operations, capabilities, systems, marketing information, technologies, processes, procedures, methods and applications, or otherwise, whether tangible or intangible, concerning or regarding HappyMom.Life, including but not limited to all forward looking plans and strategies whether they be current or future, business plans, business concepts, website designs and layouts, all information, data, intellectual property and other opinions, forecasts. You hereby agree and acknowledge that any and all of HappyMom.Life's Information is confidential and shall be the sole and exclusive intellectual property and proprietary information of HappyMom.Life, whether the information is in oral, visual or written form or is recorded in any other medium. Disclosure of any or all HappyMom.Life's Information to anyone, especially a direct competitor is strictly prohibited. You acknowledge and agree that HappyMom.Life shall be entitled to monetary damages and that HappyMom.Life shall be entitled to injunctive relief if you fail to adhere to these agreements.

12. RECORD KEEPING/AUDIT

HappyMom.Life reserves the right to keep all records of any and all communications between you and other Users.

13. LIMITED LIABILITY

IN NO EVENT SHALL HAPPYMOM.LIFE, ITS AFFILIATES, ITS PARTNERS OR SUBSIDIARIES, OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS OR INVESTORS BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, LOSSES, OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THE USE HAPPYMOM.LIFE OR FOR ANY DECISION AND ACTION MADE BY YOU IN RELIANCE ON INFORMATION CONTAINED ON "THE SITE". ANY POSSIBLE LIABILITY, BY HAPPYMOM.LIFE, ITS PARTNERS OR SUBSIDIARIES, OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS OR INVESTORS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO ONE QUART (1/4th) THE AMOUNT OF FEES YOU PAY TO HAPPYMOM.LIFE OR ITS SUBSIDIARIES IN THE 12 MONTHS PRIOR.

HAPPYMOM.LIFE, ITS AFFILIATES, ITS PARTNERS OR SUBSIDIARIES, OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS OR INVESTORS PROVIDE "THE SITE" AND THE SERVICES THEREON "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY.

14. DO NOT HOLD LIABLE

You agree to not hold HappyMom.Life, its affiliates, its partners or subsidiaries, our employees, shareholders or investors liable from any claim or demand, made by anyone or any entity, due to your use of "The Site". You agree that this includes but is not limited to (i) your advertising, providing or failure to provide or pay for goods or services promoted on "The Site"; and (ii) any potential claims that any part or all of your Submitted Information includes copyrighted or non-copyrighted materials owned by third parties without authorization, or that what you posted was defamatory or harassing, or that it otherwise violated the rights of any person or any entity.

15. LINKS TO OTHER SITES

This Site may contain links to other sites which are provided solely as a convenience to you, or which are provided by other Users. HappyMom.Life is not responsible for the availability of

external sites or resources linked to “The Site”, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Transactions that occur between you and such third-party sites are strictly between you and the third party and are not the responsibility of HappyMom.Life. Because HappyMom.Life is not responsible for the availability or accuracy of these outside resources or their contents, you should review the terms and conditions and privacy policies of these linked sites, as their policies may differ from ours.

16. GOVERNING LAW

These Terms and Conditions and a Contract (and all non-Contractual obligations arising out of or connected to them) shall be governed and construed in accordance with the laws of the Kingdom of Thailand. Both we and you hereby submit to the non-exclusive jurisdiction of the Thai Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

17. ARBITRATION

Disputes between you and HappyMom.Life regarding “The Site” and HappyMom.Life services should be reported to support@HappyMom.Life.com. HappyMom.Life is not responsible for resolving any disputes between you and Users regarding services or transactions. Any claim or controversy arising out of or relating to your use of this Site will be settled by arbitration. Arbitration shall be done in Bangkok, Thailand. The Member shall select an arbitrator from a panel of arbitrators acceptable to HappyMom.Life. Only a judgment upon award rendered by the arbitrators may be entered in court of jurisdiction in Bangkok Thailand. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole. The failure by HappyMom.Life to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions.

ALL DISPUTES BETWEEN YOU AND HAPPYMOM.LIFE WILL BE RESOLVED BY BINDING ARBITRATION. YOU GIVE UP YOUR RIGHT TO GO TO COURT. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTION LAWSUITS. ANY POSSIBLE RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE.