

Terms & Conditions

WEAR HAPPYNESS Terms of Service

These Terms of Service govern your use of the WearHappyness.com platform and all services connected to the WearHappyness.com platform, including, but not limited to the WEAR HAPPYNESS: websites, CRM software products, related mobile or desktop application and all integrations (“The Service”), provided by No Place Like Holm Ltd (“The Company”).

WEAR HAPPYNESS is a trading name of No Place Like Holm Ltd, a company registered in England & Wales, under company registration number 08724269.

Use of the WEAR HAPPYNESS.COM website and The Service are made available to you with the following Terms and Conditions. Noting we may modify our Terms and Conditions from time to time. We recommend you read carefully and review regularly.

Membership

The Service is available upon your registration, which involves you sharing your first name and personal email, along with four key body measurements of you, which we use to establish your body shape. Should any details be incorrect, you will be able to alter these by emailing our support team via support@wearhappyness.com and we will do so on your behalf.

Access to the website is password protected and you are requested to provide a unique password and keep this safe, for your security. If you forget your password, you can request a reset which will trigger an email (to the email address you signed up with) providing the link for you to reset your password. You are responsible for maintaining the confidentiality of your password and login details and are fully responsible for all activities that occur within your account. You agree to i) immediately notify WEARHAPPYNESS.COM of any unauthorized use of your password or account or any other breach of security; and ii) ensure that you exit from your account at the end of each session.

First 30 Days for Free

New members are given free access for 30 consecutive days from the date you join.

Monthly or Annual Membership Subscriptions

Thereafter the services can only be accessed via payment of either a monthly or annual membership / subscription fee.

Payments / Payment security

We partner with STRIPE, a global subscription specialist who, for fees subtracted from your subscription, manage and administrate all subscription payments on behalf of WEAR HAPPYNESS. We chose this option for the security of our members. This means we do not hold your credit card details. More information on our partner can be found here: www.stripe.com

Subscription End / Missed Payments

When your subscription ends, access to The Service will also end. Please note you will still be able to login, however you will only reach the membership page, from where you can re-subscribe.

You can automatically renew, however please note if you pay by credit card, your card details could expire which could lead to a missed payment. In this event, access to The Service will also end until such time as you provide updated card details or made payment via a new source.

Your Data

We claim no intellectual property rights over the data and material you provide within The Service. All materials uploaded remain yours.

“Data” means any data and content you upload, post, transmit or otherwise made available via The Service including messages you send, files you upload, comments you make, profile information (including preferences) and anything else you enter or upload into The Service.

WEARHAPPYNESS.COM will make commercially reasonable efforts to ensure that all facilities used to store and process Your Data meet a high standard of security.

In order for us to provide The Service to you, we require that you grant us certain rights with respect to your Data. For example we need to be able to transmit, store and copy your Data in order to run The Service and to make backups to prevent data loss, and so on. Your acceptance of this condition gives us the permission to do so and grants us any such rights necessary to provide The Service to you, only for the purpose of providing The Service (and for no other purpose). This permission allowing us to use third-party service providers (for example Microsoft Azure) in the operation and administration of The Service and the rights granted to use are extended to these third parties to the degree necessary in order for The Service to be provided. Depending on The Service, this may involve moving your data across jurisdictional lines, or across country borders. The Company will not share, disclose, sell, lease, modify, delete or distribute any Data provided by you in any manner, other than what you request via email or other such means as it is clearly your expressed permission to do so.

You also agree to the condition The Company will, from time to time, view the Data provided by you to improve The Service to you and other members. The Company will also view the Data provided by you when given permission by you, for the purpose of support.

Data Policy after Subscription End

We will hold history on your account for a minimum of 6 months (and maximum of 9 months), so that if you choose to re-subscribe using the same email address within that period, your measurements, features and likes (aka the shortlist section called “My Likes”) will all remain available when you continue your subscription within the 6 months period beyond your subscription ending. Thereafter these details will be removed (by the anniversary of 9 months beyond subscription end) from our systems and be permanently deleted. However we will hold, for a minimum of three years, your associated email address and the periods of subscription you previously received, for the purpose of fraud protection.

Refund Policy

We offer a ‘no quibble’ refund service during the first 14 days of your payment / paid membership. An email (from the account email address) to request a refund is required to support@wearhappyness.com and the GMT time and date of this email will qualify the 14 day period ruling. Thereafter there is no refund for either monthly or annual memberships. This is regardless of whether you use The Service or not.

Services

The Company may at its sole discretion modify the features of The Services from time to time, without prior notice. WEARHAPPYNESS.COM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, The Service (or any part thereof) with or without notice. This includes the number of brands and specific brands we analyze as part of The Service. You agree that WEARHAPPYNESS.COM shall not be liable to you or to any third party for any modification, suspension or discontinuance of The Service.

If any users send us any feedback or suggestions regarding The Service, you grant WEARHAPPYNESS.COM an unlimited, irrevocable, perpetual, free license to use any such feedback or suggestions for any purpose without obligation to you.

You may not use The Service for anything other than personal use. This means you may not use The Service for any commercial purpose, in part or in whole, directly or indirectly, now or at any time in the future. Failure to comply to this condition permits The Company to instigate legal action to hold you and where relevant, your respective employer, liable to unlimited damages. A proportion of these damages will be calculated based upon the number of onward customers who or who are likely to benefit and our equivalent annual subscription per customer. For avoidance of doubt, this includes damages associated with anyone using our body shape measurement tool for anyone other than for your personal use, unless otherwise agreed in writing by one of the directors of No Place Like Holm Ltd.

You may not use The Service for any purpose which is illegal or violates any laws in your jurisdiction, in the jurisdiction of England & Wales or in any way that intentionally or unintentionally violates any applicable local, state, national or international law.

Any software related to The Services is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

Cancellation of Account

You are solely responsible for properly cancelling and removing your account or cancelling your subscription. The current process to completely remove your account details is to email support@wearhappyness.com. However to cancel your subscription you must do so via the membership section in your account. You can cancel at any time.

The Company, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of The Service for any reason at any time. Such termination of The Service will result in deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your account. The company reserves the right to refuse service to anyone for any reason at any time.

Abuse of The Service

Features of The Service are made available through WEARHAPPYNESS.COM are intended for the normal use of the software. Abuse of features may result in a ban or removal of The Service.

In extreme cases, we reserve the right to temporarily suspend your account if your usage significantly exceeds the average usage of other Service customers and/or there's a danger that your usage of the services is causing disruption to other users. We will always attempt to reach out to the account holder before taking any action except in rare case where the level of use may negatively or immediately impact the performance of The Service for other customers.

No Reselling or Use Outside of Permitted Terms

Other than using The Service as permitted under the Terms & Conditions of this Agreement or other written agreements between you and The Company, you may not resell, distribute, make any commercial use of (whether that be immediately or in the future), or use on a time-share or service bureau basis. The damages relating to you doing so are detailed as per the **Services** section above.

Proprietary Rights

The Company and/or suppliers, as applicable, retain ownership of all the proprietary rights in The Service and in all trade names, trademarks and service marks associated or displayed with The Service. You will not remove, deface or obscure any of the Company's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein or associated with The Service.

You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with The Service.

Governing (Applicable) Law

These terms and conditions will be governed by the laws of England & Wales, without regard to its conflict of law principles with other jurisdictions.

Disclaimer / Limitation of Liability

Disclaimer: Neither any opinion, advice or statement of us or our affiliates, licensors, suppliers, agents or visitors, whether made on our website or otherwise, nor results of any operation of The Service by you, constitute representations or warranties of use or give rise to any rights of reliance or otherwise for the benefit of you or any third party. You are responsible for implementing sufficient checks to satisfy your particular requirements for accuracy of data input and output and for maintaining a means to regularly view data you provide (in particular measurement and features data) to ensure it is accurate.

We do not assume any responsibility or risk for your use of The Service and the internet. Noting an internet connection is required for you to access The Service. Any and all services provided by us to you are provided "as is", without warranty of any kind. We disclaim all warranties of any kind, whether express or implied, including but limited to the implied warranties that may arise from course of dealing with, course of performance with The Service and usage in general. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you. We and our affiliates, licensors, suppliers and agents do not warrant that your use of our website or materials will be uninterrupted, error-free or secure, that defects will be corrected or that our website, the server(s) on which our websites are hosted or our materials are free of viruses or other harmful components. Without limiting the generality of the foregoing, we hereby disclaim any and all liability for any damage to or other impact on your equipment, hardware, software, data, garment purchase behavior, or other information or materials, whether or not caused by or related to (either directly or indirectly) your use of The Service, including but not limited to claims relating to faulty, malfunctioning or inoperable service.

Limitation of liability: In no event will we nor any of our affiliates, licensors, suppliers or agents, nor our or their directors, officers, employees, consultants, agents or other representatives ("Indemnified Parties"), be liable for any indirect, incidental, special, consequential or punitive damages or damages for loss of monies and / or data incurred by you, whether in an action in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages or if such damages are foreseeable. Your sole remedy for dissatisfaction with our website, materials or any linked site is to stop using them. The sole and exclusive maximum liability of all Indemnified Parties collectively for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall be the total amount paid by you, if any, to access or use our website or our garment recommendations. Your use of our website and any materials provided through our website is entirely at your own risk. You acknowledge that the limitations of liability in these terms and the allocation of risk herein are an essential element of the bargain between you and us, without which we would not have provided the service. Our pricing reflects this allocation of risk and the limitation of liability specified herein.

Errors: A possibility exists that our website or materials could include inaccuracies or errors of information or materials that violate these terms. Additionally a possibility exists that unauthorized alterations could be made by third parties to our website or materials. Although we attempt to ensure the integrity of our website, we make no guarantees as to its completeness or correctness. For example, we categorize garments using photography of the garment created by Brands. Occasionally we have found they alter the fit of the real life garment either with clips or by photoshopping (digital enhancement) which can trigger an error in our scoring system. We are not advocates of doing so, however such situations are outside of our control. However if a situation arises in which our website's completeness or correctness is in question, we welcome you to please contact our Support team via support@wearhappyness.com providing relevant details such as a description of the material to be checked and the location (URL) where the check is required on our website. We will endeavor to investigate and correct where possible.

Further Questions re Terms & Conditions

If you have any questions regarding this agreement or if you wish to discuss these terms and conditions contained herein, please contact No Place Like Holm Ltd in writing via the following address:

No Place Like Holm Ltd,
5th Floor, Thames Tower,
Station Road
Reading
Berkshire RG1 1LX
United Kingdom.