

LEGAL NOTICES

GENERAL TERMS & CONDITIONS



The website www.HappyKid.ch is edited and published by the company HappyKid.ch Sàrl, registered with the Trade Register of Geneva, and whose headquarters are located at 7 route du Crêt-de-Chouilly, 1242 Satigny - Geneva - Switzerland.

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TERMS AND CONDITIONS OF USE

1. Purpose

These terms and conditions of use govern the use of the site www.HappyKid.ch ("Site") which is free of charge, the HappyKidClub enrolment and subscription fees, as well as the selection of HappyPartners (see Article 6 "Membership of the HappyKidClub").

The Site is edited and published by the limited liability company HappyKid.ch Sàrl, registered with the Trade Register of Geneva, and whose headquarters are located 7 route du Crêt-de-Chouilly, 1242 Satigny - Geneva - Switzerland ("the Editor").

These conditions of use apply to the whole of the website, for all the services that are on offer, and may be supplemented by special conditions specific to certain services. In such a

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case, the special conditions will be found directly on the page relating to the specific services. Should the special conditions be in contradiction with these general conditions, the special conditions shall prevail.

2. Acceptance of the Terms and Conditions of Use

The use of the online services offered by the Editor through the Site and membership of the HappyKidClub imply acceptance by the user of these conditions of use in their entirety.

The Editor reserves the right to modify or to upgrade at any time the pages and the content of the Site, the services that are on offer, their eventual price and the conditions which are applicable to them. Users will be informed of any changes made on the website www.HappyKid.ch. The presence of the user on the Site, as well as the non-revocation of membership to the HappyKidClub according to the modalities provided, imply full acceptance of any revision or change made to these Terms and Conditions of Use.

3. Use of the Site

The user undertakes to:

- only use the content for lawful purposes, in compliance with Swiss law in force or with any law which would apply to the user;
- not use the Site for professional or commercial purposes, in particular by integrating all or part of the content to a third-party site and/or by copying the information onto media of any nature that would allow all or part of the original files to be reconstructed;
- only broadcast, in any format, information or content that is consistent with reality;
- not make or pronounce comments and/or propose or disseminate, in whatever form, content that is in contravention of the rights of others or defamatory in nature, insulting, obscene, violent or an incitement to violence, political, racist or xenophobic and more generally, any content that is contrary to the purpose of the Site, to the laws and regulations in force, the rights of individuals and to public order and decency; in particular, photos, videos, and more generally any information, data or files provided by a user to the Site must be decent and relate exclusively to the user, or if they relate to a third party, be accompanied by express authorisation to use and be under the exclusive responsibility of the user;

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- not broadcast, in any form whatsoever, information or content whose effect is to disrupt or prevent normal use of the Site, to interrupt or slow down the normal traffic of communications with Internet users, such as software, viruses, mass mailing of messages, etc.;
- not disseminate, in whatever form, any information or content that incorporates links to third party sites that would be illegal in nature, including contrary to good morals, and/or non-compliant with the purpose of the site (see the HappyCharter) [[link to Charter](#)].

In the event of a breach on the part of a user of one or more of these rules, the Editor reserves the right to automatically delete the litigious content, whatever its nature, to prevent the publication of all or part of the content and/or block the access of the user concerned to all or part of its services, without prejudice to any remedies which may be brought against said user.

4. Content

Despite the care taken to check the quality of the information provided, the Editor cannot guarantee the accuracy of all the information that appears on the Site. Accordingly, subject to provisions arising from mandatory legal requirements of Swiss law, the Site cannot be held responsible for any errors, omissions or inaccuracies.

The Editor cannot be held responsible for any change to, or even the cancellation of an activity or event mentioned, its prices or schedules. This does not give rise to any compensation.

The Editor reserves the right to change or supplement, at any time and without prior notification, the information made available on the Site.

The Editor disclaims any liability in case of damage of any nature whatsoever, in direct or indirect relation with the access, use or consultation of the Site or the information contained on other related sites.

5. Technology

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The Site uses Google Analytics, a web analytics service by Google, whose objective is to analyse the use of the Site. To this effect, reports on the activities of users related to the Site are gathered in order to improve the offer and the online services in accordance with the requirements of users. The IP address of users is however abbreviated beforehand in order to ensure anonymity. It is therefore impossible to draw information related to the behaviour of a person on the Internet. The data that is gathered is used for statistical purposes only and in anonymous form. Users can at any time notify their opposition to the analysis by Google with future effect (see [page Internet Google](#) in order to download and install this browser extension).

Furthermore, the user is informed that one or several temporary or lasting cookies may be placed on his or her computer in order to facilitate use of the Site. The Site uses several Internet technologies, such as cookies or JavaScript for example, to facilitate the use of its Internet applications and optimise them on the anonymous and backed up user database. Plainly, this means:

- To enable users to identify themselves when they connect to the site and to guarantee that the updated and optimised security standards are respected.
- To record the language selected during the session of the users so that they can navigate the pages of the Site more easily.

The menu of most browsers offers the possibility to manage the use of cookies. If the user blocks cookies from the Site in his or her browser settings, it will no longer be possible to use the site in its entirety. Some features may not be guaranteed, and this could affect navigation. The Site cannot be held responsible in such a case.

6.

HappyKidClub

Membership

These Terms and Conditions of Use also govern HappyKidClub membership by families and selection by the Editor of the HappyPartners.

HappyKidClub membership is valid for 365 days. In the event of loss or theft of the card, membership is not refundable but remains valid.

The Editor chooses HappyPartners on the basis of the quality of their services, their offer and their personnel and infrastructure, as well as in relation to the ratings assigned by the families that are HappyKidClub members and users of the Site. The selected HappyPartners commit by signing the HappyCharter [link to Charter]. The Editor cannot be held responsible in the event of unsatisfactory treatment by a HappyPartner. However, the ratings,

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comments and opinions of the HappyKidClub members determine whether or not this service provider will remain selected by the Editor or not. The list of HappyKidClub HappyPartners indicated on the Site can change during the period of validity of a family's HappyKidClub membership.

The Editor disclaims any responsibility, and the family members renounce any claim to damages in the event of errors on the Site or when changes take place within the services provided by the HappyPartners, such as changes to timetables, prices or days of opening, takeover by a new owner, the arrival of a new manager, or in the case of temporary or definitive closure of an establishment. This last provision also applies when some information may be changed by a HappyPartner after a family joins the HappyKidClub. It may happen that some HappyPartners change their field of business or modify their conditions during the period of validity of the families' HappyKidClub membership. If this were be the case, the Editor will endeavour to propose equivalent offers where possible. The Site disclaims all responsibility in the event of a dispute between a HappyPartner and a family that is a HappyKidClub member and will not take sides by offering any kind of refund.

Any resale, loan or rental of the HappyKidClub card to third parties is strictly prohibited.

7. Protection of Personal Data

The Editor undertakes to respect the confidentiality of messages it receives from users of the Site. The Editor does not collect any personal data without the knowledge of the users of the Site.

The Editor records personal data such as, for example: name, address, electronic address - *e-mail* - and/or telephone number only for the purpose for which the user makes this data available (for example for joining the HappyKidClub or sending the HappyKidNews newsletter) as well as the relevant data transmitted during contact with the sales or technical departments of the Site.

This data is used in order to propose information and services adapted to the wishes of users and within the context of constant service improvement.

The Editor scrupulously protects the personal data of users. In order to be able to optimise the Site offers and services in line with the needs of users, some personal data is made use of in an anonymous way for statistical purposes (e.g. the IP address, see. Article 5 "Technology"). No use of the concrete data of a person will be undertaken. The Editor

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undertakes to collect, process and use the personal data in accordance with the applicable regulations in the field of data protection. The only location information which can be used is that for which the user has given his or her agreement, in accordance with the technical settings (e.g. operating system, browser, application). For more information [[link to Privacy Policy](#)].

6. Copyright / intellectual property rights

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Any content (photos included) published on the Site is protected by intellectual property rights, both for the structure of the Site and for its content and is the exclusive property of the Editor or its partners.

Any reproduction, representation, adaptation, modification, translation, transformation, dissemination, integration to another site, commercial exploitation and/or reuse in any form whatsoever of the content is strictly prohibited without the prior written permission of the Editor. The mention © HappyKid.ch 2018 is required.

Any use contrary to law or to the Terms and Conditions of Use may give rise to criminal and/or civil prosecution and the payment of damages.

The implementation of hypertext links from a third party website to the site www.HappyKid.ch also requires the prior express consent of the Editor.

7. Liability

Use of the site is performed under the sole and entire responsibility of the user. As a result, the Site may in no case be held responsible in the event of damage, direct or indirect, of any nature whatsoever that may result from the use of or inability to use the Site.

The user recognises that the Internet is an open network constituted by the interconnection on an international scale of computer networks. The networks may have unequal transmission capabilities and clean policies of use, and their proper functioning cannot be guaranteed. The user accordingly accepts to bear the risk of server or Site unavailability, or of temporary unavailability of certain features.

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Access to the online services is open 7 days a week, 24 hours a day, with the exception of the occurrence of an incident that constitutes a case of *force majeure*, maintenance operations and maintenance required for the proper functioning of the services. The Editor cannot be held responsible in the event of an interruption to online services to perform maintenance work or to remedy a technical problem.

The following in particular may constitute a case of *force majeure*, thereby exempting the Editor from any liability: a natural disaster, a strike, a fire, a war, a riot, an attack, a failure in the electricity network, a blockage of the means of transport or supply of telecommunications networks, or a loss of connection to the server used due to public or private operators on which the site relies.

The Editor cannot be held responsible for direct or indirect consequences due to a defect in the system used for the online services or fraudulent access to said system, constitutive of the offences referred to in Articles 143 and 143 bis of the Penal Code.

The Editor cannot be held responsible for material errors in the processing of information and data (e.g., typos, entry errors), which may be reported by the user as soon as they are discovered, in order to allow the Editor to proceed to their rectification within a period of two (2) working days.

The Editor cannot be held responsible for the accuracy or inaccuracy of the content supplied by the HappyPartners and users of the site. Although the Editor works in good faith to ensure the reliability of the information contained on the Site at the time of publication, neither the Editor nor its contractual partners may certify or formally certify explicitly or implicitly (also vis-à-vis third parties) the accuracy, reliability and completeness of the information contained on the Site.

References that exist on the pages of the Site (called links) can direct users to the Internet sites of other businesses. The Editor is not responsible for their content nor their policy in matters of data protection.

8. Jurisdiction - Applicable law

The Terms and Conditions of Use are governed by Swiss law.

The legal jurisdiction is established in Geneva, Switzerland.