

## **TERMS AND CONDITIONS**

The following Terms and Conditions (hereforth “Terms and Conditions”) determine the web browsing and use of the “Happen Digital” Platform (hereforth “the Platform”) property of GIRLHAPPEN.COM S.A.P.I de C.V., (hereforth Happen Digital and Girl Happen).

By using the Happen Digital Platform, the Client accepts these Terms and Conditions, so we recommend reading it carefully.

### **DEFINITIONS**

For the purpose of the present Terms and Conditions, the following linguistic terms will have the meaning here in established, with the understanding it may be applicable in singular or plural, according to each definition:

**Client:** The natural person that acquires a downloadable Product, Service or Course through the Happen Digital Platform.

**Cookies:** Information that is sent by a website and that is saved in the user’s browser allowing each website’s managers to keep a registry of the user’s previous activity, as well as his preferences.

**Order:** Requests a Client makes through the Happen Digital website.

**Platform:** Website and/or app for mobile devices property of “Happen Digital”, where they contemplate two types of participants, Suppliers and Clients, through which they can access once they are identified and provide the required data and information in order to become part of the platform.

**Suppliers:** Natural or legal person that willingly offers the Clients its Services and Products. They can be suppliers from Happen Digital company, Girl Happen or external.

**Girl Happen Services:** The services and mediation made by Happen Digital and its suppliers through the Platform or through online sessions and phone calls (consultancy, classes, educational programs, project strategy, digital planning, 1 on 1 sessions, customized mentorship, business mentorship).

## **USAGE RIGHT AND RESTRICTIONS**

Subject to the Client's compliance of the applicable Terms and Conditions and to the payment of the corresponding price, in its case, Happen Digital or its Suppliers grant non-exclusive, non-transferable and non sub-licensable limited license of access and use, to the Girl Happen and Happen Digital Services for personal non-commercial purposes. This license does not include any resale right or commercial use right over any of the Happen Digital Services or its contents; any right to gather or use any list of products, descriptions or prices; any right to make any derived use of the Happen digital Services or its contents; to download or copy any Account information for the benefit of another company; or the use of tools or search robots and data extration or any similar matter for Happen Digital and/or its partners, sibling brands like Girl Happen or related parts. Happen Digital reserves any right that is not expressly included in these Terms and Conditions. The reproduction, duplication, copy, sale, resale or exploitation of any of the Happen Digital Services or any part of them with commercial purposes is not allowed, in any case, without previous consent in written. Placing or using placing techniques to introduce any commercial brand, logotype or any other information that is protected by author rights (including images, text, web designs or formats) belonging to Happen Digital is also forbidden without the corresponding previous consent in written. Incorrect use of the Happen Digital Services is not allowed. It is only allowed to use the Happen Digital Services in a legal way. Any unfulfillment by the Client or user of these Terms and Conditions will imply ending the licenses Happen Digital granted. The Client must take into account that any supplier outside Happen Digital and Girl Happen may offer services, but Happen Digital is not responsible of the fulfillment of the obligations that correspond to any of those people or companies.

## **MEANS OF COMMUNICATION**

The Client accepts that whenever he uses the Platform to get in touch with the Happen Digital team by e-mail, IM, phone or other means of communication from any device he accepts to receive electronic communications from the Happen Digital team, by any of the aforementioned means of communication or any other means that may serve this purpose. The Client accepts that, any of these communications satisfies the legal needs in written and have full legal effect and validity. Even if communications are made by phone regarding any doubt or clarification, it is necessary to have proof of said communications by e-mail.

The Platform allows to have direct communication with the potential Client in order to solve his doubts, agree on schedules and, in general, request information about

the corresponding services. Questions made will always be regarding the services they wish to purchase. Soliciting personal information about the people who offer the services is not allowed.

### **THE CLIENT**

He must be of a legal age in order to make purchases or request a service and have a valid payment method to use the Services and/or buy Products through the Platform. In case there's a problem with the selected payment method, they can choose any other valid payment method. The Client must keep any communication established between Happen Digital and its suppliers confidential. In addition, and with the purpose of maintaining security within the Platform and avoiding any misuse, Happen Digital may request additional information in order to verify its Clients' identity.

Happen Digital reserves the right to cancel any agreement, consultancy, training, purchase or service in case of violation of the present Terms and Conditions, third party rights or commission of a crime or any conduct that may damage Happen Digital's reputation or the Client's experience.

### **PRODUCTS AND SERVICES PAYMENTS**

The Client may purchase Products with credit payments or Services with any payment methods mentioned here: card payments (debit or credit), electronic transfer, deposits in cash and PayPal. If the Client chooses to use cash or make a transfer, he must get in touch with us in order to receive the corresponding information and to send the proof of payment to: [compras@girlhappen.com](mailto:compras@girlhappen.com) within the first 48 hours so that we can verify it. Then, he will receive a proof of reception of payment. In case of not having made the payment within the first 48 hours, the order will be shown as cancelled.

### **DIGITAL AND MATERIAL PRODUCTS SHIPPING**

Products will be sent through automated digital services to the e-mails the clients provide. In case of purchase of a physical product, it will be sent through the Marketplaces where the products are sold or through our own logistic services.

In case the Client has made a mistake in the address (electronic or physical) where the digital or physical product will be sent, Happen Digital will not be responsible for a new shipment.

In case of services, the Client must consider that these may be offered online or offline. Girl Happen will provide the tools, location, materials or physical or digital requirements.

## **CANCELLATIONS, CHANGES, RETURNS AND REIMBURSEMENTS OF PRODUCTS AND SERVICES**

It is not possible to cancel the purchase of a digital product once the payment is made, given that product download is made at the moment of receiving the corresponding authorization. Bear in mind that there are products and services such as consultancy services, courses, assessments and digital Services and Products that are not legible for changes or returns by nature

There are services that require much previous work. The Client must take into account that in the case of Services, work that has already been made cannot be changed. Any service that was made must be paid in full, so no cancellation or reimbursement will proceed.

In case of services with anticipated payment, there will be a payment of 50% (first stage), followed by the remaining 25% through the ongoing project (second stage) and the remaining 25% when the services end (third stage). The payments must be made at the beginning of each stage and the project can only be cancelled once the second and third stages begin, as long as no work has been made yet. The decision will be made by Happen Digital.

For services that are paid in one full payment, the total amount must be paid when the work begins and there will be no changes or refunds.

If the Client needs to cancel one Class or Course that he can't take, he must communicate so to Happen Digital in order to reschedule as long as said cancellation takes place 48 hours before the agreed date.

If Happen Digital cancels or changes the date for a Class or Course, it will get in touch with the Client to inform him about the change and the reason for it. If a reimbursement is required, the Client must communicate it to Happen Digital.

If it's necessary to cancel a service that was just purchased and the Client wishes to make a new purchase, he must communicate it to Happen Digital via e-mail [clientes@girlhappen.com](mailto:clientes@girlhappen.com)

Happen Digital seeks to provide an impeccable experience. However, there are issues that are out of our hands. If the Client has had an inconvenient with a Supplier, for example, and he didn't receive the service he contracted, he must

contact Happen Digital via email [servicios@girhappen.com](mailto:servicios@girhappen.com) or, if it's urgent, call +52 55 3684 1230 Monday thru Friday from 9:00 to 18:00 hrs.

Reimbursement for cancellation. A reimbursement will be generated if Happen Digital, for any unforeseen cause or force majeure cannot provide a service and it is impossible to reschedule. The reimbursement will be deposited through the same payment method that was used for the purchase. Remember that Happen Digital also serves as an intermediary between the Client and Supplier, so we will do everything possible to support him.

Any reimbursement that takes place will be made through the same source that originated the transaction.

### **COMMUNICATION WITH THE CLIENT**

Bear in mind that Happen Digital seeks to create extraordinary experiences, so when the Service has ended we will contact you to ask you about any comments you may have. Please, state your phone and email when you contact us because this way we will be able to contact you. In case of not providing the correct information, we will not be able to contact you and we won't be able to send you advancements in projects, downloadables or resources.

### **CHARGEBACKS**

If the Client doesn't recognize a charge that has been made, he must consider the following common situations:

- The purchase was made by a family member or friend with access to his credit card number.
- There are additional cards linked to his credit or debit Account.
- He previously made Purchases of products that were in presale.
- He cancelled a Purchase. Some banks show authorizations as charges or pending charges.

If the charge is not explained by any of the other mentioned reasons, the Client may contact Happen Digital via email [clientes@girhappen.com](mailto:clientes@girhappen.com)

### **INTELLECTUAL PROPERTY**

All the content that is hosted or offered through our Platform, such as text, graphics, logos, icons of buttons, images, audio clips, digital downloadables and data collections are property of Girl happen, Happen Digital or its Suppliers and

they are protected by the International Laws of Intellectual Property of the United Mexican States.

Graphics, logos, headers, icons of buttons, scripts and names are brands or represent the commercial image of Girl Happen and Happen Digital, in the United Mexican States and other countries, so they registered brands or commercial image of Girl Happen and Happen Digital may not be used in relation with any Product or Service that doesn't belong to Girl Happen and Happen Digital, or in any form that is subject to causing confusion between users or that may be little or discredit Girl Happen, Happen Digital, its sister brands partners, owners, suppliers. The rest of the registered brands that are not property of Girl Happen belong to their corresponding owners, who may or not be affiliated or related in any way with Girl Happen and Happen Digital.

It is strictly forbidden for the Client to modify, alter or delete, in a total or partial way any advert, brand, commercial name, sign, announcement, logo or in general anything that refers to the property of information contained in the Platform.

The Client is forced not to modify, reproduce, copy, redesign, decompile, adapt, translate, transfer or disassemble any part of the Platform or use it to develop any software or other materials based on it. Also, the Client is strictly forbidden to use any method to access with the purpose of obtaining information from the website, API or any program that is property of Happen Digital.

#### **COLLATERAL RELEASE AND LIMITATION OF LIABILITY**

Happen Digital's services and all the information, content, materials, products (including software) and other services included or in a form available for the Client through Happen Digital are provided "as they are" and "pending availability", Happen Digital does not manifest or guarantee, in an express or implicit manner, so the Client accepts that the express use you make of Happen Digital's services is at your own risk, and Happen digital is not liable for the delivery of the services.

Limited by the maximum allowed by the applicable Law, Happen Digital relinquishes all guarantees, express or implicit, including without limitation implicit guarantees of merchantability and suitability for a specific purpose, including without limitation direct or indirect damage, punitive or emergent, unless otherwise specified in written.

## **CLIENT AND SUPPLIER DISPUTES**

In case there is a dispute between Client and Supplier and said dispute is not solved through a friendly negotiation in the time prescribed by the corresponding transactional Terms, the parties accept to subject said dispute to Happen digital for its consideration. If they are not satisfied by the determination, and unless the applicable legislation establishes the opposite, the Client must notify Happen Digital his request in a term of 15 to 20 natural days after the date of reception of the determination. If the Client or Supplier of the dispute does not request arbitration in a period of 15 to 20 natural days, it will be deemed that both accept that Happen Digital's determination will be definite and mandatory. Happen Digital may dispose of the retained funds according to said determination. Also, it will be considered that both the Client and Supplier renounce to any claim against Happen Digital.

## **INVOICING**

If a Client requests an invoice for the product he purchase, he must do so by email [clientes@girlhappen.com](mailto:clientes@girlhappen.com). Any purchase of Goods or Services may be invoiced but it must be produced at the end of the Service provided within the same month. No invoice will be provided outside the month when the service was contracted. An invoice may be requested until the last working day of each month until 12:00pm. There will be no exceptions.

## **MODIFICATIONS**

Happen Digital reserves the right to modify the Terms and Conditions at any moment, and these modifications will be effective immediately by publishing them on the Modified Terms and Conditions Platform.

## **COOPERATION WITH AUTHORITIES**

Happen Digital reserves the right to cooperate with government and investigation authorities regarding any civil or legal irregularity. Also, the Client agrees not to make any claim against the Platform for said dissemination.

## **BRAND USE**

The client or user acknowledges that none of the Terms and Conditions included or its annexes will be considered as a transmission of property or grant of any right or license of use, express or implicit, regarding the brands, colors, commercial ads, commercial names logos or any other elements that constitute industrial property rights of Happen Digital, Girl Happen and/or its partners or related parts.

In virtue of the above, the Client or user commits to abstaining from using in any way the mentioned elements without express consent from their owner, even when the use is limited to references or commercial expositions. The party that violates this obligation will be responsible for paying for the corresponding compensation of damage and perjury it may cause, both to the owner of said rights and to third parties that, in their case, may be affected, without perjury of legal or civil actions they may exercise.

### **PROCESSING OF INFORMATION AND MANIFESTATION OF INCOMFORMITY**

The information provided by the Client will be used solely for the purposes established in the Privacy Policy.

Happen Digital reserves the right to compile the activities, transactions and interactions among users of the Platform, to make analysis of the purchase behaviours as well as of the communication sustained between users or any of the parties involved.

With the purpose of providing customized content Happen Digital may compile information it obtains through any communication channel physical or electronic used by users or any of the Parties.

In case of incomformity the Client may express so to Happen Digital through Happen Digital Support, offered through the Platform.

Once the complaint is registered, Happen digital will send the information to the corresponding area in order to process it accordingly.

### **CONTACT AND ATTENTION TO COMPLAINTS**

In case of any complaint, it may be expressed via email [clientes@girlhappen.com](mailto:clientes@girlhappen.com), or by phone from 9:00 to 18:00hrs, calling +52 55 3684 1230 where they can express any complaint in relation with the Platform.

If the Client needs to contact Happen digital before making a payment, he must contact Happen digital via email [clientes@girlhappen.com](mailto:clientes@girlhappen.com) or by phone +55 36 84 1230 from Monday thru Fridayt 9:00 to 18:00hrs.

### **APPLICABLE LAW AND JURISDICTION**

The present Terms and Conditions will be regulated and interpreted according to the Laws of the United Mexican States, Client and Suppliers accept to be subject to the jurisdiction and competency of the competent court in Mexico City, waiving any other jurisdiction that may correspond to them by virtue of their current or present domicile.

I accept the aforementioned and I waive any legal or procedural right in labor matters that I could exercise against Happen digital, its brands and its partners or representatives.