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For any claims in relation to the food quality please email us at <a href="mailto:support@thehappyfridge.com">support@thehappyfridge.com</a> and we will inform the food provider. You will bring all claims in relation to food quality directly against the food provider.

For any claims in relation to payments please email us at <a href="mailto:support@thehappyfridge.com">support@thehappyfridge.com</a> and we will inform the payment gateway provider. You will bring all claims in relation to payments directly against the payment gateway provider.

You will not, under any circumstances whatsoever bring claims against your employer, us, or the venue where the Happy Fridge is located in relation to your use of the Happy Fridge or these terms and conditions.

The maximum amount you may claim is limited to the amount you paid for the food on the particular instance where you incurred the loss.

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- 17. SEVERABILITY. If any provision of the Terms of Use is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Headings & section titles in this Agreement are for convenience and do not define, limit, or extend any provision of this Agreement.

## Return, Refund & Usage of Happy Commodities by Vending L.L.C

### Introduction

Your Happy Fridge account and associated identification device (Qr code, finger print, employee card, xcard) can be used to make purchases from the Happy Fridge equipment. To get started visit <a href="www.thehappyfridge.com">www.thehappyfridge.com</a> and follow the instructions there to create a new account.

You will be asked to select a password for future online access to your account and you may also choose a PIN which can be used at Happy Fridge locations. You are responsible of your PIN safety. Never share your password, PIN or your associated identification device with anyone.

# Payment method and Loading account

To purchase items with your Happy Fridge account, you must first (i) fund your account by purchasing credits with your credit or debit card or (ii) provide your credit or debit card details to be charged every time you make a purchase in accordance with the instructions found at www.thehappyfridge.com. Purchased funds will be added to your account after your credit or debit card purchase has been verified and confirmed.

If you choose direct charge to your credit or debit card your credit or debit card will be verified and confirmed in order to allow purchases. All purchases of funds and credit or debit card registrations are subject to verification which may delay your access to your funds. You acknowledge and agree that the value available in your account is limited to the funds that you have loaded onto the Happy Fridge account unless you choose the auto-load option.

If you authorize auto-load on your Happy Fridge account, Happy Fridge will have the ability to charge the credit or debit card you provide by your pre-authorized amount when your account balance goes below the threshold you set. You will have the ability to deactivate auto-load at any time accessing you Happy Fridge account. If you authorize the auto-load feature, you agree that you have given Happy Fridge the authority to reload you Happy Fridge account.

If the payment method is direct charge to your credit or debit car, you acknowledge that Happy Fridge will charge in to your credit or debit card account every time you make a purchase in your Happy Fridge location and that you agree that you have given Happy Fridge the authority to charge your purchase to your specified credit or debit card provided.

#### Charges to the account

When you use your Happy Fridge account to purchase items, your account will be charged based on the purchase price of the item plus any applicable sales and other taxes. Each time you use your Happy Fridge account, you authorize to reduce the value available or charge directly in to your credit card by the amount of the transactions.

If you exceed the available amount in your Happy Fridge account through and individual transaction or a series of transactions and you have auto-load feature turn on, then Happy Fridge will charge your credit or debit card on file to replenish your account. If you do not use auto-load, Happy Fridge is not obligated to authorize transactions in excess of your account balance but may do so at its discretion. Your credit or debit card on file may be charged the amount by which your account balance goes negative as a consequence of any individual transaction or series of transactions. In any case, if transaction(s) exceeds the balance of the funds available in your Happy Fridge account, you shall remain fully liable to us for the amount of the transaction(s). You do not have the right to stop payment on any purchase transaction originated by use of your Happy Fridge account.

### **Balances and Transaction Records**

You may obtain information on the current balance of your Happy Fridge account and transactions over the last 60 days made by logging into your account at www.thehappyfridge.com You will not receive any account or billing information by mail. It is your responsibility to check your account online.

### Purchase notification

You will receive an email receipt in every purchase and transaction made in the Happy Fridge to the email provided in your Happy Fridge account registration. To update any personal information in your Happy Fridge account please log in into your account at www.thehappyfridge.com.

### **Return, Refund policies and Purchase disputes**

No refunds or credits shall be given on your Happy Fridge account for any purchases. If you have a problem or error with a purchase or transaction made with your Happy Fridge account, you must contact Happy Fridge directly to <a href="mailto:support@thehappyfridge.com">support@thehappyfridge.com</a> within 15 calendar days.

No return of products is accepted when the transaction is done. Remember, that the transaction happens (charge in your Happy Fridge account) when you have log in a session in front of the fridge, take a product(s) and close the door of the fridge. Once you close of the door of the fridge, your log in session is over and the purchase is made, so you can not return the product.

Happy Fridge policy & technology do not allow to log in again in another session and return a product purchased in a past session

You can return a product during a specific log in session when the Happy Fridge door is still open. Happy Fridge wont charge to your Happy Fridge account only if you return the product to the same location from where you took it. If you misplace the product inside the fridge, Happy Fridge will charge the product in your Happy Fridge account.

### Closing an account

If you wish to close your Happy Fridge account for any reason, please contact us at <a href="mailto:support@thehappyfridge.com">support@thehappyfridge.com</a> to request account closure. Any unused account balance will be refunded to you.

#### **Customer Service**

Please contact support@thehappyfridge.com for customer service.

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