

Happiest Limited Affiliate Terms & Conditions

We are Happiest Limited, a company registered in England and Wales under registration number 09709710. Our registered office is 50 Bishopton Road, Middlesbrough, England, TS4 2RS. If we use words like '**we**', '**us**' and '**our**' in these Conditions, it is to Happiest Limited that we refer.

Our Affiliates help to direct traffic to our '**Site**' (www.happiest.net) through their social media, newsletters or other online medium. It's very simple. All you need to do is apply to register with us then share the links provided via your affiliate dashboard ('**ADB**') to any social media account, webpage or newsletter you administer or edit. To accept these terms, you will have to check the box that indicates your acceptance of these terms and conditions. If you don't check that box, there will be no agreement between us. Once you check that box and we confirm our acceptance, there will be a binding '**Contract**' between us. When we say '**you**' in these Affiliate Terms & Conditions (the '**Terms**') we are referring to you, the '**Affiliate**'. You, alongside each other Affiliate, will collectively be known as our network of '**Affiliates**'.

Please read on for details about your responsibilities, how it all works and the process of earning a referral income from us.

Becoming an Affiliate

We reserve the absolute right to approve who is (and who is not) able to sign up to these Terms. Just remember that if you want to actively participate as one of our Affiliates there are a few things you'll need to keep in mind, which are explained below.

How it works

As we touched upon above, our Affiliates refer web users ('**Visitors**') to our Site and receive payment in exchange for this.

There are two different ways to share links to our Site. The first, and easiest, is via your ADB. Simply click the 'share' button next to an article you want to share and you will be given a URL containing your unique '**Identifier**'. This Identifier is how we track the number of User Sessions (defined below) you direct to our Site and is displayed on your ADB for good measure. The second way to share our content is if you happen to be browsing our Site and find a post you think will appeal to your online audience. By manually adding your Identifier to the end of the URL prior to sharing, we will be able to track the number of User Sessions these types of shares generate as well.

A '**User Session**' is each Google Session our Site receives from a distinct Visitor with an IP address that we can trace back to a link you shared containing your Identifier. A '**Google Session**' refers to any group of interactions (i.e pages visited, articles read etc) a Visitor makes on our Site within a single browsing session. Any additional visits to the Site made by that same Visitor returning via another Google Session will be classified as a valid User Session if they have used a URL containing your Identifier.

We will pay you a fee for every 1000 User Sessions our Site receives as a result of links you post (the '**Monthly Affiliate Fee**'). This Monthly Affiliate Fee is calculated according to a combination of: (1) the number of User Sessions you generate; and,

(2) where in the world they originated from (more about this below). Should we notice any suspicious User Session trends, for example, one Visitor making 100 visits to the Site from the same link in quick succession, we reserve the right to withhold any Monthly Affiliate Fee that would otherwise be due and reserve the right to terminate this contract with immediate effect.

We do not start tracking the number of Unique Visits you have generated for the Site until you have submitted all required information to your ADB. This includes your bank name, bank address, IBAN or Account number, Sort, Swift or BIC code and desired payment currency. If this information has not been provided, those Unique Visits will not contribute towards your Monthly Affiliate Fee, so we would highly recommend you input these details as soon as you are given access to your ADB and before you start sharing links to our Site.

Here are a few important points about how it works:

- We use cookies to track the number of Visitors who come to our Site using links posted by Affiliates, so they must be using cookies for us to track them.
- On the rare occasion we are unable to determine which country a User Session has come from (using Google's API), it will not be counted towards the calculation of any Monthly Affiliate Fee.
- If you do not append a valid Identifier to a link you share, any Unique Sessions it generates will not be counted towards the calculation of any Monthly Affiliate Fee.

Monthly Affiliate Fee

On your ADP you will see that we have designated different rates to different countries (the '**Country Rate**'). Each Country Rate is an estimate of the Monthly Affiliate Fee you will receive per 1000 User Sessions originating from that country. Each Country Rate will vary on a day to day basis and for each country, so for example, 1000 User Sessions from the United States may be worth more than 1000 User Sessions from France. When calculating the Monthly Affiliate Fee due, we will look at the origin of each Unique Visit and apply the relevant Country Rate on a pro-rata basis.

Every month we will use the weekly averages for each Country Rate and pay your Monthly Affiliate Fee based on these figures. For example, you may generate exactly 1000 Unique Visits each week from the UK and the average weekly Country Rate for the UK during that month is \$5, \$6, \$7 and \$8. Add this \$26 to the sums we calculate from any other countries you generate Unique Visits from and you will have your total Monthly Affiliate Fee.

Payments are made on the 25th of each month or the closest working day thereafter (being a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business). Each Monthly Affiliate Fee paid relates to the valid referrals made in the preceding month, including any referrals made the month prior to that but made after the previous Monthly Affiliate Fee had been paid.

All Monthly Affiliate Fees are agreed in USD but will be paid to you in your chosen currency using Transferwise (terms and conditions of which can be found [here](#)) or any similar multi-currency transfer provider as may be required. The cost of any currency exchange / transfer shall be your sole responsibility and will be deducted from the Monthly Affiliate Fee. Although Monthly Affiliate Fees are agreed in USD, Happiest is an English company. As a result, we will make all payments in GBP

(converted to your currency of choice). The amount of GBP converted will be determined by the USD to GBP exchange rate listed at www.xe.com at the time the Monthly Affiliate Fee is paid.

Payment of Monthly Affiliate Fees are subject to a minimum threshold amount (the '**Threshold**'). This is the minimum aggregate amount of Monthly Affiliate Fees owed to an Affiliate before we pay the Monthly Affiliate Fees due to them. We will hold any money due to you under these Terms until this Threshold has been met. Further details of this Threshold are set out on your ADB.

Security

We take our security very seriously at Happiest. You agree to take all measures necessary to safeguard our Site from security risks, such as, but not limited to, running up to date anti-virus software, ensuring that your log in credentials are stored securely and your password is sufficiently strong enough to withstand social hacking techniques.

You agree to co-operate with any investigation relating to security that is carried out either by Happiest or by some third party authorised to do so either by us or under applicable law.

If we become aware that you are, in our opinion, endangering the security, safety or happiness of our Site or its Visitors, we may, at our discretion, terminate our Contract with immediate effect and not be liable for the payment of any outstanding Monthly Affiliate Fees already accrued.

Your Responsibilities

This section sets out the various promises you make when forming this Contract with us and defines your obligations under these Terms.

You will:

- not attempt to replicate or reproduce the Site or any content we share with you, whether during the period you operate as an Affiliate under these Terms or for a period of 1 calendar year from the date our Contract comes to an end;
- not remove, suppress or modify (or attempt to any of those things) any proprietary markings including any trade marks or legal notices concerning the ownership of Intellectual Property Rights that appear on content we supply you with to post on your social media account / website / newsletter etc in promotion of the Site; or
- warrant that the any content accompanying a link to the Site will not infringe the Intellectual Property Rights of any third party, nor will such posts contain anything that is offensive, obscene, abusive, libellous, false, deliberately misleading, or is otherwise illegal.

You may not refer Visitors by:

- confusing them (or potentially confusing them) by making any representation that your social media account / website / newsletter etc is operated or endorsed by us (for example, by copying design elements from our Site);
- making any use of our trade mark or any other intellectual property, other than those materials we make available to Affiliates for the purposes of sharing

links to our Site;

- sending unsolicited messages that may, in any way, be construed as spam;
- doing anything that would be in breach of any applicable law including, but not limited to, data protection, privacy, intellectual property and spam;
- doing anything that is directly or indirectly in contravention of these Terms or any direction given by us to you; or
- engaging in any conduct that does not meet our standards of 'fair play' at our discretion including things like fraud, confusing Visitors, or providing a link designed to mislead Visitors.

We reserve the right to decide whether your actions as an Affiliate comply with any applicable laws and/or these Terms. If we decide that your actions do not comply, we can, based on our reasonable discretion, withhold any Monthly Affiliate Fee and may terminate our Contract in accordance with these Terms.

Our Responsibilities

Our system makes heavy use of Google's API (to track where the Visitors to our Site are from for example). This means there may, from time to time, be the occasional *hiccup* with our functionality that is outside of our control. You agree that we bear no liability for any such technical issues that you encounter that you believe may have impacted the figures used to calculate your Monthly Affiliate Fee.

Should you come across an element of functionality that is not operating correctly, please let us know by contacting us by email addressed to talk@happiest.net, pointing out the nature of the error and the time and date at which it was encountered. We will use reasonable endeavours to replicate the error and, should we be able to isolate and identify the cause of the error, we will fix it as soon as reasonably practicable.

Data Processing

Our approach to the processing of Personal Data relating to Visitors to our Site is set out in our [Privacy Policy](#). We will comply with our obligations under the Data Protection Act 1998 (and the forthcoming European Union General Data Protection Regulations (the 'GDPR')) concerning the implementation of appropriate organisation and technical security measures to safeguard any Personal Data (as defined by the Data Protection Act 1998).

Term and Termination

Our Contract with you will commence as soon as we notify you that we have accepted your application to be a Happiest Affiliate. It will continue on a month to month basis until terminated in accordance with these Conditions.

Either party may terminate this Contract with immediate effect at their complete discretion. Upon such termination, we will delete your account. We will remain liable for any Monthly Affiliate Fees accrued and which are due prior to, on or after the effective date of termination. The usual Threshold requirement will not apply to any payments due post termination. We will make payment for the outstanding balance within 45 days of termination.

Intellectual Property

The phrase '**Intellectual Property Rights**' refers to all those intangible things that can be owned and controlled notwithstanding the fact that they are not physical. This includes things like copyright, trade marks, domain names, database right and a host of other Intellectual Property Rights, wherever they might take effect in the world. It covers all such Intellectual Property Rights, whether they are registered or not, and whether they exist at the date our Contract commences or come into existence some time later.

You warrant that all Intellectual Property Rights contained within your social media account / website / newsletter etc belong to you or that you have permission from those that do own the Intellectual Property Rights.

You acknowledge that all Intellectual Property Rights relating to our Site are and shall at all times belong to us and/or our licensors. No Intellectual Property Rights in the Site shall pass to you and you are not permitted to modify, adapt or create derivative works from them or any part of them. We grant to you a royalty free licence to use your ADB and the related system only to the extent required to enable you to provide your services as an Affiliate according to these Terms and we warrant that we are entitled to grant that access. Such licence will automatically expire upon the termination of your Contract with us.

Liability

WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE; OR ANY LOSS OF PROFITS, TURNOVER, DATA, BUSINESS OPPORTUNITIES, ANTICIPATED SAVINGS OR DAMAGE TO GOODWILL (WHETHER DIRECT OR INDIRECT).

Nothing in these Terms shall act or be construed so as to act in any way to limit our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or sub-Contractors (as applicable); or
- fraud or fraudulent misrepresentation by us or our employees.

General

We will treat as confidential any content that you upload to your ADB or provide us with elsewhere but which you do not intend to make public, such as information relating to your account details.

We are satisfied that our Site complies with English law. You will ensure that when providing your services as an Affiliate, you will comply with all applicable laws and regulations whether under English law or the law of your own jurisdiction, wherever that happens to be. We will not be liable should you fail, whether directly or indirectly, deliberately or accidentally, to comply with those laws and regulations and you will indemnify us for any loss or expense we incur as a result of dealing with any investigations, claims or other regulatory or civil action that occurs as a result of that failure.

You (our Affiliate) and us (Happiest) are independent businesses and we are not operating in partnership or in any kind of principal/agent or employer/employee relationship, nor in any other relationship of trust to each other.

In order to have the effect intended for them, some of the provisions of these Terms will survive the termination of the Contract, howsoever that comes about.

The unenforceability of any part of these Conditions will not affect the enforceability of any other part.

Just because we do not insist on your compliance with any one or more of your obligations under these Terms does not mean that we waive our right to insist on that compliance at some later date.

There may be occasions when the law requires information that we give you or communications you wish to send us must be in writing. Where that is the case, you agree that such communications and information may be transmitted electronically. Nevertheless, if you wish to write to us in hard copy, you may address your letter to the registered office address given at the top of these Terms. For the purpose of these Terms, you may deem that we have received that letter seven days after the date you have posted it (to give us the chance to collect it).

You recognise that any breach (or potential breach) by you of these Terms may cause irreparable harm to us and that in such a situation, we are entitled to seek an injunction or other equitable relief to prevent that breach or further occurrences of that breach in future.

No person who is not a party to our Contract with you shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any of the provisions of these Conditions. However, this does not affect any right or remedy of the third party which exists or is available apart from that Act.

The Contract between us incorporates these Terms to the exclusion of all others, together with our [Privacy Policy](#), which constitutes the entire agreement and understanding between us and you in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between us in relation to such matters. You agree that in entering into the Contract, you do not rely upon, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in these Terms and any document referred to in them. The only remedy available to you in respect of any such statements, representation, warranty or understanding shall be for breach of Contract under these Terms.

We reserve the right to amend these Terms at any time. We will notify you through both your ADB and via email should we do so. If we do make changes, until you accept the new terms, we will not track any Unique Visits you generate for our Site and you will not be paid any Monthly Affiliate Fee in relation to them.

These Conditions and the Contract are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts.