

Happydance Platform Terms of Use

1. Application of these Terms

- 1.1. These terms and conditions ("Terms") will apply to the provision of the Platform (as defined below) and the Services by Phuse Technology Ltd t/a Happydance ("Happydance") to you, the customer ("you" or "the Customer").
- 1.2. These Terms together with the Order Form issued by Happydance (the "Order Form") the Data Processing Agreement ("DPA"), the Service Level Agreement ("SLA") and the Policies (each as made available online at <https://www.happydance.love/legal>) and as updated from time to time in accordance with their terms, form the agreement between you and Happydance ("the Agreement") in relation to your use of Happydance's proprietary, cloud-hosted platform for the design, implementation, and management of public-facing careers websites ("Careers Website(s)"), together with related professional services including configuration, content population, training, and support. The platform includes a secure content management system ("CMS"), customizable templates, and ATS integration for dynamic publishing of jobs and employer-branded content. Features include AI-assisted content tools and intelligent job search functionality. Optional paid add-ons include analytics dashboards and automated job alerts.
- 1.3. From time to time the parties may agree a Statement of Work ("SOW") describing professional services to be performed by Happydance. Each SOW shall be subject to and incorporate these Terms. No SOW shall be binding until signed by each of the parties. In the event of any conflict between an SOW and the main body of this Agreement, the SOW shall prevail in respect of the services described in it.

2. Access and Use of the Platform

- 2.1. Subject to payment of the applicable fees as set out in the Order Form, Happydance grants to you and your Affiliates a non-exclusive, revocable, non-transferable licence for your (and your Affiliate's) authorised personnel to access and use the Platform for your internal business purposes in connection with the creation, management and operation of your Careers Website(s) during the term of the Agreement "**Affiliate**" means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where 'control' means the ownership of more than 50% of the voting rights or the ability to direct the management and policies of the relevant entity."
- 2.2. You agree to:
 - a) ensure that all authorised users comply with these Terms;
 - b) keep all login credentials secure and confidential; and
 - c) notify Happydance promptly if you suspect any unauthorised use of the Platform.
- 2.3. The provision of access to the Platform is subject to:
 - a) Happydance's SLA, as published and updated from time to time at <https://www.happydance.love/legal>"; and
 - b) Happydance's reasonable technical, security, and operational documentation, policies or guidelines (including fair use, security, or service guides) available at <https://www.happydance.love/legal> (together, the "Policies"). Happydance may update the Policies and the SLA from time to time to reflect changes in law, regulation, industry standards, service providers, policies, or operational best

practice, provided that such updates do not materially reduce the overall level of service or protections for you. Updates will take effect when published at <https://www.happydance.love/legal>. Happydance. In the event of any conflict between this Agreement and the Policies, the terms of this Agreement shall prevail.

- 2.4. You acknowledge and agree that the Platform may incorporate AI Functionality. Such AI Functionality is provided solely for convenience and is intended to assist users with tasks such as navigating job listings, enhancing job descriptions, matching candidates to roles, parsing CVs for input into an Applicant Tracking System (“ATS”), and generating analytics-based insights (e.g., content performance or candidate behaviour trends). AI Functionality is not intended to make or recommend hiring decisions. You remain solely responsible for any decisions made by you or your users based on outputs generated by the AI Functionality. For the purposes of this Agreement, “AI Functionality” refers to any use of artificial intelligence technologies within the Platform, including but not limited to natural language processing, machine learning, generative content tools, and data analysis features. AI Functionality may rely on third-party APIs or models and may return system-generated outputs (“AI Outputs”) to support content generation, job search, candidate matching, or recruitment insights.
- 2.5. Happydance shall ensure that where the Platform enables interactions with artificial intelligence, you and end-users are clearly informed that the interaction involves AI, as required by applicable law (including, without limitation, Regulation (EU) 2024/1689 (the EU Artificial Intelligence Act), to the extent it applies). Happydance makes no warranty that use of AI Outputs is suitable for recruitment decisions or legal compliance purposes
- 2.6. Happydance shall operate the AI Functionality in accordance with applicable law, including data protection and artificial intelligence laws, to the extent they apply to Happydance. For the avoidance of doubt:
 - a) when CV parsing functionality is used, Happydance acts only as a processor of candidate data on your instructions;
 - b) Happydance does not store candidate CVs or retain candidate personal data after transmission into your ATS;
 - c) Happydance does not make, and shall not be responsible for, any hiring or employment decisions based on AI Outputs; and
 - d) Happydance shall not be liable for your use of AI Outputs contrary to this Agreement or applicable law, including any use of AI Outputs in a manner that would bring the system within a “high-risk” category under the EU Artificial Intelligence Act.

3. Restrictions on Use

- 3.1. Except as expressly permitted or required by law, you shall not:
 - a) share or resell access to the Platform to any third party (for clarity, this does not prevent public access to your Careers Website(s) as intended);
 - b) use the Platform to provide services to third parties except as expressly agreed in writing;
 - c) copy, modify, translate, or create derivative works of the Platform or any related software or documentation;
 - d) reverse engineer, decompile or otherwise attempt to derive the source code of the Platform;
 - e) use the Platform to build, support or provide a competing product or service;
 - f) interfere with or attempt to circumvent security features, usage monitoring or licence restrictions;
 - g) introduce viruses, malware, backdoors or other harmful code;

- h) use the Platform in a way that causes degradation of service to other users;
- i) use the Platform to process any data unlawfully or in breach of third party rights, including intellectual property or privacy rights;
- j) use the Platform for any unlawful, harmful, defamatory or discriminatory purpose; or
- k) rely on AI Functionality as a substitute for recruitment, HR, or professional decision-making.

4. Professional Services and Statements of Work

- 4.1. Happydance shall provide implementation, configuration, design, development and other professional services as described in the applicable SOW.
- 4.2. Each SOW shall set out:
 - a) a description of the services and deliverables to be provided by Happydance;
 - b) any timetable or milestones;
 - c) the applicable Fees and payment schedule; and
 - d) any additional terms agreed between the parties.
- 4.3. Happydance shall use reasonable endeavours to perform the Services and deliver the Deliverables in accordance with the relevant SOW in all material respects. Any dates or milestones set out in an SOW are estimates only.
- 4.4. Acceptance of deliverables shall take place in accordance with the acceptance criteria set out in the relevant SOW.
- 4.5. Each party shall appoint a project manager in respect of each SOW with authority to act on behalf of that party.
- 4.6. Happydance may subcontract elements of the Services to its affiliates or subcontractors, provided that Happydance remains responsible for their acts and omissions.

5. Change Control

- 5.1. Either party may request changes to the scope of a SOW. No change shall take effect unless agreed in writing by both parties in a change order ("Change Order").
- 5.2. A Change Order shall set out the proposed changes and the impact on the scope, Fees, timetable and any other terms.
- 5.3. Where a Change Order is requested by you, Happydance may charge on a time and materials basis for time spent preparing and negotiating the Change Order.

6. Non-solicitation

- 6.1. You shall not, without the prior written consent of Happydance, at any time from the date of this Agreement to twelve (12) months after completion of the relevant Services, solicit or entice away from Happydance or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Happydance in the provision of the Services.

7. Charges and Payment

- 7.1. The fees payable for use of the Platform and the provision of the Services shall be as set out in the applicable Order Form or SOW ("Fees").

- 7.2. Unless otherwise agreed in the Order Form or SOW, Fees are payable annually in advance for Platform subscriptions, and in accordance with the invoicing schedule set out in the SOW for Professional Services.
- 7.3. Fees will increase at the start of each Renewal Term by the annual percentage increase in the Consumer Prices Index (CPI) (or equivalent official consumer price index) applicable in the territory in which the Services are performed over the previous 12 months, provided that any such increase shall not exceed 5% year-on-year.
- 7.4. All Fees are exclusive of VAT (or any equivalent sales tax), which shall be payable in addition at the prevailing rate.
- 7.5. Fees shall be paid in full, without set-off, deduction or withholding (except as required by law), to the bank account nominated by Happydance.
- 7.6. All Fees are non-refundable, except where otherwise expressly stated in this Agreement.
- 7.7. If you fail to pay any Fees when due, Happydance may (without limiting any other right or remedy) suspend access to the Platform or delay Services until payment is received in full. Interest shall accrue on the overdue amount on a daily basis, compounded monthly, at the greater of (a) 8% per annum above the Bank of England base rate from time to time, or (b) the maximum rate permitted under applicable law. You shall reimburse Happydance on demand for all reasonable costs and expenses incurred in recovering any overdue amounts, including legal fees, court fees, and debt collection costs.

8. Customer Data and Content

- 8.1. You shall ensure that you have the necessary rights, licences, consents and permissions to upload and use Customer Data and Customer Content and that such use complies with applicable law, including employment, IP and data protection law. “Customer Data” means all data, content and materials uploaded, input or generated by you or your authorised users in connection with the Platform, including HR and employee data, organisational structures, charts, analytics and reports. “Customer Content” means all text, images, graphics, video, audio, logos, trade marks, job descriptions, branding, and other materials supplied by you or on your behalf for inclusion on a Careers Website or otherwise in connection with your use of the Platform, excluding Customer Data.
- 8.2. You retain ownership of Customer Data and Customer Content. Happydance shall not acquire any rights in such data or content save for a licence to use, process, store, copy and transmit them solely as required for the provision, operation, maintenance and improvement of the Platform and the Careers Website.
- 8.3. You remain solely responsible for the accuracy, quality, integrity and legality of your Customer Data and Customer Content.
- 8.4. Happydance does not use Customer Data or Customer Content to train, fine-tune, or otherwise develop proprietary or third-party AI or machine learning models. All AI Functionality made available through the Platform operates in inference-only mode and does not retain or learn from user interactions.

9. Intellectual Property

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in

computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, but excluding any rights that cannot subsist or be owned under applicable law in respect of AI Outputs.

- 9.1. **Happydance IP.** All Intellectual Property Rights in or arising out of or in connection with the Platform (including software, source code, system architecture, hosting configuration and AI models, but excluding Customer Data, Customer Content) shall be owned by and remain the property of Happydance.
- 9.2. **Customer Data.** You retain ownership of all Customer Data. Happydance will not acquire any rights in such data save for a licence to use, process, store and transmit Customer Data solely as required for the provision, operation, maintenance and improvement of the Platform.
- 9.3. **Customer Content.** You retain ownership of all Customer Content. You grant Happydance a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy, modify and process Customer Content for the term of the Agreement solely to the extent necessary to provide the Services and perform Happydance's obligations under this Agreement.
- 9.4. **Careers Website Licence.** Subject to payment of Fees, Happydance grants you and your Affiliates a non-exclusive, royalty-free, revocable, non-sublicensable and non-assignable licence for the term of the Agreement to:
 - a) access and use the Platform to configure, publish and operate your Careers Website(s); and
 - b) make your Careers Website(s) publicly available, and use any outputs, reports, analytics, structure charts and other materials generated from your Customer Data and Customer Content for your internal business purposes.For clarity, this licence does not transfer to you any Intellectual Property Rights in the Platform, which remain the exclusive property of Happydance.
- 9.5. **AI Outputs.** To the extent any Intellectual Property Rights subsist in AI Outputs, those rights shall be owned by Happydance. Happydance grants you a non-exclusive, royalty-free licence to use such AI Outputs for your internal business purposes during the term of this Agreement and in connection with the operation of your Careers Website(s). To the extent no Intellectual Property Rights subsist in AI Outputs, Happydance grants you a contractual right to use them on the same basis.
- 9.6. **Feedback.** If you suggest improvements, enhancements or modifications to the Platform or Services, or if Happydance develops any improvements, enhancements or modifications at your request (whether or not you pay or contribute to the cost), all Intellectual Property Rights in those improvements, enhancements or modifications shall vest in and be owned exclusively by Happydance and Happydance may make such improvements, enhancements or modifications available to other customers and use them in connection with its business generally.

10. Intellectual Property Indemnity

- 10.1 Happydance agrees to defend and indemnify you against any third-party claim alleging that your authorised use of the Platform infringes the intellectual property rights of a third party. In such circumstances, Happydance will cover any damages, reasonable legal costs, and settlement amounts that are finally awarded against you as a result of such a claim.
- 10.2 Conditions for Indemnity. Happydance's obligations under this indemnity are conditional on you doing the following:
- Prompt Notification: You must promptly notify Happydance in writing of the claim.
 - Control of Defence: You must allow Happydance to have sole control over the defence and settlement of the claim. However, Happydance may not agree to any settlement that imposes material obligations on you without your prior consent, and your consent must not be unreasonably withheld.
 - Reasonable Assistance: You are required to provide Happydance with reasonable assistance in the defence of the claim, at Happydance's cost.
- 10.3 Remedial Measures. If any part of the Platform is, or in the reasonable opinion of Happydance is likely to be, found to infringe the intellectual property rights of a third party, Happydance may, at its discretion and expense:
- Secure for you the right to continue using the affected part of the Platform;
 - Modify the Platform so that it becomes non-infringing, provided that such modification does not materially reduce its functionality; or
 - Replace the affected part with a non-infringing equivalent.
 - If none of these options is commercially reasonable, Happydance may terminate the affected services and, in such case, will refund to you a pro-rata portion of any prepaid Fees for the remaining period.
- 10.4 Exclusions from Indemnity. Happydance will not be liable under this clause to the extent that a claim arises from:
- Your use of the Platform in combination with software, data, or materials not supplied or authorised by Happydance;
 - Incorporation of any Customer Content in the Platform;
 - Any modification of the Platform by anyone other than Happydance;
 - Your fraud, gross negligence, or willful misconduct; or
 - Your breach of the Agreement.
- 10.5 Exclusive Remedy. This clause sets out your sole and exclusive remedy, and constitutes Happydance's entire liability, regarding any claim alleging infringement of third-party intellectual property rights

11. Confidentiality

- 11.1. You undertake to keep all materials, documents and information provided by Happydance confidential and not to distribute any product or output of the Platform to any third party without Happydance's prior written consent (save where you are required to disclose such information by law).
- 11.2. Each party undertakes that it shall not at any time during the term of the Agreement and for a period of two years after termination or expiry of the Agreement divulge or allow to be divulged any confidential information relating to the other's business, assets, customers, clients, suppliers or affairs other than:
- to its employees or subcontractors who need to know such information for the purpose of exercising the party's rights or carrying out its obligations under this

- Agreement (provided that such persons are bound by equivalent confidentiality obligations); or
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. Neither Happydance nor you shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. Data Protection

- 12.1. The parties shall comply with the DPA available at <https://www.happydance.love/legal>, which forms part of this Agreement. Where Happydance processes Personal Data on your behalf, the DPA sets out the subject matter and duration of processing, the nature and purpose of processing, the types of Personal Data and categories of Data Subjects, and the obligations and rights of each party.
- 12.2. The parties acknowledge that, in respect of:
- a) Customer Data uploaded into or generated within the Platform by or on behalf of the Customer (including HR and employee data), the Customer is the Controller and Happydance is the Processor. The DPA applies to such processing.
- b) Happydance Data (including Happydance's business contact data, account management information, platform usage data, billing records, and any other personal data processed by Happydance for its own business purposes), Happydance is the Controller. Happydance shall process such data in accordance with its Privacy Policy as updated from time to time.
- 12.3. Happydance may host Customer Data in the UK, EEA or United States, as described in the DPA.
- 12.4. Each party shall ensure it has provided appropriate privacy information and obtained all necessary consents to allow the lawful transfer of personal data to the other, as required for the performance of this Agreement.

13. Warranties and Disclaimers

- 13.1. Happydance warrants that the Platform will operate substantially in accordance with its documentation and that Services will be provided using reasonable skill and care.
- 13.2. To the fullest extent permissible by law, all other terms, conditions and warranties (express or implied) are excluded. The Platform is provided "as is" and does not constitute HR, legal or regulatory advice.
- 13.3. Any decisions made by you following your use of the Platform are commercial decisions for you and Happydance will not make, or have any responsibility in relation to, any business or commercial decisions on your behalf.
- 13.4. You acknowledge that AI Outputs are probabilistic and may contain errors or omissions. Happydance makes no warranty or representation that such AI Outputs will be accurate, complete, unbiased, or fit for any purpose. The AI Functionality does not make hiring or employment decisions.

14. Liability and Indemnity

- 14.1. Happydance's entire financial liability in respect of any losses arising under or in connection with this Agreement and its subject matter shall be excluded and limited in accordance with this clause.
- 14.2. Nothing in these Terms shall limit or exclude the liability of either party for:
- a) death or personal injury caused by its negligence;

- b) fraud or fraudulent misrepresentation; or
 - c) any liability which cannot be legally excluded.
- 14.3. Subject to clause 14.2 neither party shall be liable for any indirect or consequential loss or damage such as lost profit, lost opportunity, lost bargain, lost reputation or otherwise, whether caused by negligence or otherwise.
- 14.4. Subject to clause 14.2, Happydance shall have no liability arising out of or in connection with any:
- a) errors, omissions, or inaccuracies in AI Outputs; or
 - b) unavailability, suspension, or change of any third-party AI service on which the Platform relies.
- 14.5. Subject to clause 14.2, Happydance's total aggregate liability including the liability of its partners, agents, subcontractors and employees under this Agreement shall in no circumstances exceed 125% of the total Fees paid by you in the 12 months prior to the claim.
- 14.6. You shall indemnify Happydance against:
- a) any demands, claims, costs or liabilities (including all reasonable legal expenses) arising from or in connection with your misuse of the Platform, breach of these Terms and the Agreement, or failure to comply with applicable law; and
 - b) any claims, fines, penalties, costs or liabilities arising out of or in connection with your failure to comply with Data Protection Legislation in respect of Customer Data, including any unlawful or unauthorised data you upload to the Platform.

15. Term and Termination

- 15.1. This Agreement shall commence on the start date set out in the Order Form and shall continue for the initial term specified in the Order Form (the "Initial Term").
- 15.2. Upon expiry of the Initial Term, this Agreement shall automatically renew for successive renewal periods as set out in the Order Form (each a "Renewal Term"), unless either party gives written notice of non-renewal at least 90 days before the end of the Initial Term or the then-current Renewal Term.
- 15.3. Either party may terminate this Agreement immediately if the other is in material breach and fails to remedy within 30 days, or if the other becomes insolvent.
- 15.4. Happydance may suspend or terminate access to the Platform for delayed or non-payment of the Fees.
- 15.5. Upon termination, your right to access the Platform shall cease and you will be given at least 30 days to export Customer Data and Customer Content. After this period has expired Happydance will delete all Customer Data and Customer Content in accordance with clause **5Error! Reference source not found.** of the DPA save where retention is required by law.

16. General

- 16.1. Entire agreement:
- a) This Agreement (including the Order Form(s), the Terms, the DPA, the SLA and the Policies referenced in this Agreement, each as published at <https://www.happydance.love/legal>) and as updated from time to time constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
 - c) Nothing in this clause shall limit or exclude any liability for fraud.
- 16.2. Force majeure: Neither party shall be in breach nor liable for delay or failure in performing its obligations if such delay or failure results from events beyond its reasonable control. If such event continues for more than 45 days, either party may terminate this Agreement by written notice.
- 16.3. Assignment: You shall not assign or transfer any of your rights or obligations under this Agreement without Happydance's prior written consent. Happydance may assign or transfer its rights without restriction.
- 16.4. Variation: No variation of this Agreement, including these Terms, any Order Form or the DPA, shall be effective unless it is in writing and signed by authorised representatives of both parties. Happydance may update its Policies and the SLA from time to time to reflect changes in law, industry standards, policies, or operational best practice, provided that such updates do not materially reduce the overall level of service or protections for the Customer. Updates will take effect when published at <https://www.happydance.love/legal>.
- 16.5. Notices: Any notice given under this Agreement shall be in writing and sent to the registered office (or principal place of business) of the other party. Notices by email are valid provided they are sent to the contact email notified by the other party.
- 16.6. Third party rights: No person other than the parties has any rights under this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 16.7. Governing law and jurisdiction: This Agreement and any disputes arising under it shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.