

# GENERAL TERMS

## Terms/purchase terms

### IMPORTANT INFORMATION

**PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE ORDERING PRODUCTS FROM**

[www.byhappyme.com](http://www.byhappyme.com)

The following terms apply to all agreements of purchase and delivery of the item (s) from Byhappyme, then called "Byhappyme", "We" or "Our".

Conditions can change without notice and therefore we recommend that customers review the terms before each purchase.

[www.byhappyme.com](http://www.byhappyme.com) is open 24 hours a day but may be closed due to maintenance. An order which has been placed on a holiday will be processed on the following business day.

Byhappyme does not trade with any persons under the age of 18.

When you place an order on [www.byhappyme.com](http://www.byhappyme.com), you make an offer to buy the product that you have selected on the terms set out in the general conditions of purchase. We are free to accept or reject your offer to purchase the articles. Among other things, we reserve the right to refuse any offer to purchase one of the following situations, without being liable for damages or other costs:

- Your payment information is not correct or can not be verified
  - Your order has been given for the purpose of committing fraud etc. or in connection with a criminal offence or other unlawful activity
  - There arises an inadvertent error on [www.byhappyme.com](http://www.byhappyme.com), e.g. a payment error, a price information error and such.
  - We have reason to believe that you are under 18.
- 
- Byhappyme ApS operates under Danish law and is subject to the Court of Herning.

### CONTENT OF THE AGREEMENT

With the order confirmation you will receive a confirmation of the agreement. We keep the agreements, including your offer and order confirmation for a certain period of time and we recommend that you also save these documents because they will not necessarily be available on [byhappyme.com](http://byhappyme.com) afterwards.

### MEASURES AGAINST FRAUD

In order to protect you and our other customers from fraud and to maintain a high level of security for online purchases, we can implement verification check. The verification check may include the data that you send when you place your offer including your address, payment information.

### TYPES OF CARDS:

We accept the following methods of payment:

VISA

VISA Electron

Maestro

MasterCard

Paypal

## **PROCEDURE OF PAYMENT:**

Once your item leaves our warehouse to be delivered, your payment will be charged to the selected payment service.

## **PRICES AND FEES**

All listed prices of products, delivery costs and other expenses include taxes, VAT and duties. Costs relating to the delivery, freight or postage may vary and are added to each order.

## **CURRENCY**

You can pay in British pounds (£).

## **PURCHASE**

The agreement is concluded when the customer has received an order confirmation via e-mail from Byhappyme. A prerequisite is that the client has given correct information concerning their e-mail address and physical address. The amount is deducted from the customer's card when the order is shipped from Byhappyme's warehouse. Once the payment is confirmed, you can no longer make changes. Therefore it is always a good idea to check if the order, the contact and delivery information are correct before you confirm your order. The customer should expect that it may take up to 2 weeks between the moment when the product is returned to our warehouse and the moment when we receive and register it as returned. If the customer paid by credit card may take up to 5 business days before the amount is refunded to the card.

## **DELIVERY**

Byhappyme's objective is that the customer will receive their delivery within 1-3 working days.

Delivery times may vary depending on the amount of orders to be processed and on circumstances out of Byhappyme's control. During holidays a longer delivery time must be expected.

Byhappyme is not liable for lack of delivery with the shipping method without Track & Trace. If you have selected the shipping method with Track & Trace, the package is insured. If a package with Track & Trace is not delivered, the customer must contact the distribution company. Byhappyme will always be happy to help you with a tracking number.

Byhappyme does not use partial deliveries. When the products are handed over to the transit, the money will be debited and a delivery confirmation will be sent via e-mail. If the order is sent with Track & Trace, it can be tracked on the Internet via the tracking number.

## TRANSPORT

Byhappyme is responsible if the product is damaged during the transit. In case of a damaged item, documentation must be mailed to our customer service. This is mandatory and can not be waived. If you decide to return an item to Byhappyme, it is you who is financially responsible for that the package is returned to us undamaged.

## UNCOLLECTED PACKAGES

If a package is not picked up or can not be delivered because an incorrect address, Byhappyme has the right to charge the customer £ 12 to cover the costs in relation with the non-delivery. If you change your mind when the order has already shipped, you need to accept the order anyway and then send the order back to us. If the package is not accepted or retrieved within 14 days, it will be sent back to us and recorded as unclaimed package and you will be charged accordingly.

## RETURN

We offer 30- day return policy which starts from the day you receive your order. If you as a customer want to use your 30-day return policy, the product must be unused, the packaging must be intact, the labels must still sit on the item and the item must also be in good condition. **Please note that any personalised items can not be returned.**

If you want to return one or several items to us, please contact our customer service [here](#).

If we have sent the wrong or a defective item, Byhappyme will of course pay the shipping fee. It is not possible to change a product with another that's why you have to order the new products through [www.byhappyme.com](http://www.byhappyme.com) Please note that any returned item must be sent back to the address specified by our customer service.

## CANCELLATION

Cancellation (only applies to consumers) [www.byhappyme.com](http://www.byhappyme.com) gives you the right to withdraw any product within 30 days. The withdrawal period will expire 30 days after you have received your order. To exercise the right of withdrawal, you must inform Byhappyme about your decision to withdraw from the contract via e-mail. You can use the following model withdrawal form but it is not mandatory. The cancellation deadline is met if you send your notice of his withdrawal before the withdrawal period has expired.

**The right of withdrawal NOT personalized items such as pacifiers, pacifier chains, cutlery and bibs etc. with personalized text.**

## STANDARD FORM FOR WITHDRAWAL

TO:

Byhappyme

Hammershusvej 10C

## [Contakt](#)

I / we hereby give notice that I / we want to withdraw in my / our purchase agreement on the following items:

Ordered on:

Received on:

Name:

Address:

Signature:

Date:

### **EFFECTS OF WITHDRAWAL**

You have to pay the costs associated with the returning of the item to us. The product must be sent without undue delay. We recommend that you save the receipt as proof that you have delivered the package to the post / carrier. You shall only be liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and the way they work.

If you have taken the product in use beyond what is necessary to ascertain the nature, characteristics and the way it works, we reserve the right, in a specific assessment in each case, to reduce the repayment or denying the refunding...

### **NOTE:**

You can lose the amount of your purchase, in whole or in part. This happens if the product is impaired because:

- You have actually taken the goods in use
- It has been damaged while you were responsible for it
- You have handled product otherwise than was necessary to enable you to determine the nature
- Characteristics and the way they work on
- You have not followed the restrictions on the right of withdrawal arising from sealing, product type mm.

### **INCOMPLETE OR WRONG ITEM**

If your item is defective, or we have delivered incorrect items, please contact our customer service. If you already notice any the lack or default at the time of delivery, you should refuse to accept the delivery. When you call our customer service, please provide the order number and describe what is wrong with the product. In case of a defective or damaged item, documentation has to be mailed to our customer service. This is mandatory and can not be waived.

You are not responsible for costs associated with the return of defective goods or incorrect

goods. We will refund, of course, the purchase price and original shipping costs when we receive the product. If you want us to deliver a similar product to you and if we are able to do so, we will not refund your original delivery cost.

## **GUARANTEE**

We follow the statutory guarantee rules for failures of the goods. If there are errors, the customer is requested to immediately contact us and tell about any obvious material or production defects on the products delivered to Byhappyme - this also applies to transport damage. If you notice any problems with the materials, manufacturing or any transport damage, you are asked to send some documentation to our customer service.

**SECURITY**We use SSL (Secure Socket Layer) for all card transactions. The transactions are encrypted. We always check the validity of the card, and if there are funds for the purchase price. Byhappyme reserves the right to refuse credit card purchases.

## **PERSONAL DATA**

At Byhappyme, we are very aware of the need for appropriate protection and management of any personal information that we receive. Byhappyme is responsible for the processing of your personal data.

Byhappyme regulates continuously its Privacy Policy in accordance with internal processes and proper alignment with the law. Byhappyme treats your personal data confidentially. Please read our Privacy Policy which explains how we use the personal information you provide to us in connection with the ordering process and your use of byhappyme.com in general. The personal data given to Byhappyme during the purchase are used to conclude the agreement, to maintain our customer relationships and to manage marketing activities carried out by Byhappyme.

To carry out orders, it is necessary to transfer information to third parties. Byhappyme transfers personal data to carriers for the passage of delivery and notification. Byhappyme does not sell or never submit personal information for marketing activities from other companies than Byhappyme.

## **COOKIE POLICY**

A cookie is data that is sent from a website and that is stored locally in the visitor's browser when visiting a website. When the visitor visits the same website again, the data stored in the cookie informs the site about the visitor's previous activities.

Byhappyme uses cookies to facilitate the analysis of traffic on byhappyme.com and to create a better user experience. It means for example that we store information about the visitor's country selection, information about previous visits to byhappyme.com and information about the pages visited on the byhappyme.com.

When you visit byhappyme.com, you agree that we may collect information about your visits using cookies. If you do not accept that we use cookies in this way, you should change your web browser settings not to accept cookies. You may at any time choose to delete cookie files that are placed on your computer. Read more in the Help section on cookies in your browser.

## **AGE LIMIT**

Byhappyme does not handle with persons under the age of 18 since, by law, you have to be of

legal age to conclude an agreement.

## **RESERVATION**

Byhappyme is not responsible for any errors in images and texts as well as prices on byhappyme.com

## **Force majeure**

Byhappyme's obligations are repealed under force majeure. If there is force majeure for more than 2 months, both the customer and Byhappyme have the right to terminate the agreement without any obligation of compensation. With force majeure, we mean, among other, strikes, illness of employees, transportation disruptions, import / export, whether this occurs in the company or its suppliers.

## **LAW AND VENUE**

Any agreement made between us is subject to British law. Any dispute arising in connection with our agreement, including its existence or validity, shall be brought before a competent court in Denmark.

## **COMPANY INFORMATION**

Byhappyme

ACM Group ApS

Hammershusvej 10C

DK-7400 Herning

[Contact](#)

Tlf: +45 96 200 100

CVR-nr.: DK-35806040

## **PRIVACY POLICY**

### **Introduction**

Byhappyme protects your personal privacy when you use our services. Therefore, we have prepared a policy describing how we handle and protect your personal data. This policy will always be able to be changed, so pay attention to always check what is applicable. The latest version of this Privacy Policy is always available on byhappyme.com. (ligges op på shop forside)

This Privacy Policy applies solely to private customers using our online service.

### **Who is responsible for your personal data?**

Byhappyme is the data controller for the processing of your personal data and carries the responsibility for ensuring that your data is handled properly in accordance with applicable law.

## **Where do you store my personal data?**

The personal data collected from you will be stored within Europe. We will only disclose personal data to a third party if this is required by law. Byhappyme could also disclose your personal data to a third party in the situations which are listed at the bottom of this Policy.

## **Which personal data is collected?**

We collect and store information about you that you provide to us, for example name, address, gender, birthday, etc., interests and mobile number as well as information on how to contact you (via email and / or SMS). We also collect information about your purchases such purchased goods, price, date and retail and any returns. If you participate in an event or contact us, we also collect your personal information on that occasion.

## **How do we use your personal data?**

We use your personal data for the following purposes:

- To establish your identity
- To process your orders and returns
- To contact you with messages on deliveries, or if there is a problem with the delivery of your products
- To answer your questions by e-mail or via customer service
- To analyse and segmentate for targeted campaigns
- To broadcast general information and targeted messages
- To inform you about events
- To invite you to events
- To check your age
- To send questionnaires that allow you to affect our offers and services
- To test and improve our systems and to offer services
- To prevent fraud or abuse of our services
- To allow you to participate in our competitions

## **Conservation**

We do not store your personal data for longer than is necessary to fulfil the purposes described above or than what we are required to by law. Then, your personal data will be deleted.

## **What are your rights?**

If you believe that your personal data as Byhappyme have been faulty examined or has been processed in violation of the law, you have the right to request that personal data are corrected, blocked or deleted. You do this by contacting our customer service. Byhappyme in some cases are legally obliged to - and in some cases legally entitled - to undertake the processing of your personal data despite the fact that you may have requested these to be deleted. You may at any time revoke or modify the consents you have provided or ask not to receive further promotion either via customer service or through the material we emit.

## **Who has access to your personal data?**

Your personal data will not be transferred or sold to a third party for advertising purposes. Your personal data will, however, be disclosed to a third party if this is necessary to provide services to you, for example for suppliers, enabling them to be responsible for the transport of ordered

products or analyze your personal data for distribution of offers. In countries where it is possible, your personal data could also be disclosed to a third party with the aim to update the name and address through a national register or other public register.

## **How do we protect your personal data?**

Byhappyme takes the technical and organizational security measures, as required under the law, to ensure that your personal data is not tampered with, lost or destroyed, or that unauthorized persons can not access them. Our security procedures are changed continuously in line with technological development.

All transactions made via the website with the use of your personal data will be encrypted using SSL (Secure Socket Layer).

## **Cookies**

A cookie is a data file sent from a website and stored locally in the web browser of the users who visit the site. When a user visits the same website again, the data stored in the cookie, retrieved and used to notify the site about the user's past activity. Byhappyme uses cookies to enable analysis of traffic on byhappyme.com and to create a better user experience. This can, for example mean that we store information about the user's choice of countries, on the user's previous visits to byhappyme.com and about which pages are visited on byhappyme.com. To read more about cookies you can do so here: <http://www.allaboutcookies.org/>.

When you visit byhappyme.com, you must decide whether you want to give your consent to the use of cookies. By accepting the use of cookies on byhappyme.com, you agree that we may collect information about your visits using cookies. If you do not accept that we use cookies in this way, you should change your Web browser settings that you do not accept cookies. You can at any time choose to delete the cookie files that are placed with you. Read more in the help section on cookies in your browser. Please note that if you do not accept cookies, you will not be able to act via our e-commerce.

### **Mandatory cookies / function cookies**

This type of cookies is mandatory. Websites and their functions require them to operate as intended. Without these cookies, you can not act through our e-commerce. These cookies help to improve the sites' usability and performance and enable various functions.

### **Customization Cookies**

This type of cookies collects information about how you use a website. Customization Cookies help us, among others, to identify particularly popular sections of our site. We can, this way, customize the content on our site so that it better suits your needs, providing you with a better user experience. The data collected with this type of cookies is not linked to a specific person.

### **Third Party Cookies**

This type of cookies from a third party, for example. social network. They are used primarily to integrate content from social media, for example. Social Pluggings, or for analysis (e.g. Google Analytics).

### **How to remove cookies**



If you want to remove cookies, you have to do this in your browser.

## **Social Plugins external links**

There may be links to external websites on Byhappyme.com. These are not covered by this Privacy Policy. Byhappyme takes no responsibility for the contents of the websites linked from byhappyme.com. In the case of photos from Instagram, as you tag with any of byhappyme's hashtags (as Byhappyme publish on its website and on social media from time to time), these images will be reviewed and verified before they are published on our website. By tagging an image in accordance with the instructions provided on the website, you consent to Byhappyme must publish the picture on its website.

Byhappyme

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The policy is effective from December 1, 2016

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