

Terms & Conditions

1.1 Objective of the Agreement:

The purpose of these Terms and Conditions is to describe the key services The Happiness Index shall provide to the Client and the quality standards The Happiness Index has agreed with the Client and to communicate our terms and conditions for the provision of the services to the Client.

The Terms and Conditions sets out:

- A description of service.
- The services provided to the Client.
- The standards the Client can expect from The Happiness Index.
- Our terms and conditions.

1.2 Description of service:

The Happiness Index is an Employee Engagement and Happiness platform that allows the Client to gather and analyse feedback provided by their key stakeholders (predominantly employees) in real-time. The Client has the ability to invite up to 250 key stakeholders to take survey and The Happiness Index stores the responses and displays them via an online platform.

At an organisational and individual level, The Happiness Index:

- Groups scores into the year and month they are submitted.
- Provides an average score.
- Allows the Client to spot trends with numerical and graphical analysis.
- Qualitative analysis is provided via our Word Cloud and Sentiment Analysis functions.

Please note:

- The Client agrees to send The Happiness Index survey links to no more than 250 people..
- Data is captured and stored in real-time on our external servers provided by Fasthost.
- Data is accessible via the online platform 24/7 – apart from when routine maintenance is taking place.
- The raw data can be exported outside of The Happiness Index in CSV format.

1.2.1 The Happiness Index will:

- Ensure The Happiness Index links are functional before sending to the Client.

1.2.2 The Happiness Index will not:

- Be responsible for the response rates to surveys sent from The Happiness Index platform.

2.0 Privacy Policy:

This Clause 2.0 applies to all information concerning its workforce (including, for the avoidance of doubt, the information referenced in Clauses 2.3 and 2.4) provided by the Client to The Happiness Index or generated by The Happiness Index in performing the services under this Agreement (the “Personal Data”).

For the purposes of the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any subsequent regulation (together the “Data Protection Legislation”), the Data Processor is The Happiness Index Ltd with registered offices at 130 Wood Street, London, United Kingdom, EC2V 6DL and the Data Controller is the Client (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

The Happiness Index agrees to fulfil its obligations as a Data Processor under the Data Protection Legislation for the purposes of this Agreement.

The Client confirms it has all authorisations, consents or other authority to make the Personal Data available to The Happiness Index for the purposes of this Agreement. The Client is responsible for ensuring that The Happiness Index continues to have authorisations and consent to use the Personal Data for the purposes of this Agreement.

The Happiness Index shall use the Personal Data in accordance with the reasonable instructions of the Client and shall put in place appropriate technical and organisational measures (including staff training) to protect against unauthorised or unlawful processing of the Client's Personal Data and against accidental loss or destruction of, or damage to, the same.

2.1 GDPR:

In accordance with GDPR The Happiness Index as a Data Processor will:

- assist the Client in meeting your Article 32 obligation to keep personal data secure;
- assist the Client in meeting your Article 33 obligation to notify personal data breaches to your supervisory authority;
- assist the Client in meeting your Article 34 obligation to advise data subjects when there has been a personal data breach;
- assist the Client in meeting your Article 35 obligation to carry out data protection impact assessments (DPIAs); and
- assist the Client in meeting your Article 36 obligation to consult with your supervisory authority where your DPIA indicates there is an unmitigated high risk to the processing.

This Agreement clearly states:

- the subject matter and duration of the processing;
- the nature and purpose of the processing;
- the type of personal data and categories of data subject; and
- the obligations and rights of the controller.

The Happiness Index Ltd (as the Data Processor) will:

- only act on the written instructions of the Data Controller;
- ensure that people processing the data are subject to a duty of confidence;
- take appropriate measures to ensure the security of processing;
- only engage sub-processors with the prior consent of the Data Controller and under a written contract;
- assist the Data Controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;
- assist the Data Controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- delete or return all Personal Data to the Data Controller as requested at the end of the contract; and
- submit to audits and inspections, provide the Data Controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the Data Controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

Under Article 28.3(a) The Happiness Index:

- may only process Personal Data in accordance with written instructions (including when making an international transfer of personal data) from the Data Controller unless required to do so by law.

Under Article 28.3(b) The Happiness Index:

- must obtain a commitment of confidentiality from anyone The Happiness Index allows to process the Personal Data, unless they are already under such a duty by law.

Under Article 28.3(c) The Happiness Index:

- Is subject to the same Article 32 requirements as the Data Controller to keep the personal data The Happiness Index is processing secure. These include adopting security measures including encryption, pseudonymisation, resilience of processing systems and backing up Personal Data in order to be able to reinstate the system.

2.2 Confidentiality:

- For the purpose of this Clause 2.2, 'Disclosure' shall mean the Client or any subsidiary or holding company of the Client or any subsidiary of such holding company, the terms "subsidiary" and "holding company" having the meanings as such terms are defined in the Companies Act 2006.
- Confidential Information shall mean any and all information of a commercial, technical, or financial nature relating to the Client which The Happiness Index may receive or obtain in connection with the operation of this Agreement and:
 - a) the release of which is likely to prejudice the commercial interests of the Disclosure;
 - b) which is Personal Data as defined in Clause 2.0; or
 - c) which is a trade secret.
- In respect of any Confidential Information The Happiness Index may receive from the Disclosure and subject always to the remainder of this Clause 2.2, The Happiness Index undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent.
- The obligations as to confidentiality in this Agreement will not apply to any information:
 - a) That is available to the public other than because of any breach of this Agreement;
 - b) That the party receiving the Confidential Information already possesses or which it obtains or originates independently in circumstances in which that party is free to disclose to others; or
 - c) That is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure (but only to the extent of such requirements).
 - d) That is required to be disclosed for a duty of care.
- The Happiness Index may, until such time as the Client notifies us in writing otherwise, publish the fact that it is providing the Services to the Client in promotional and marketing materials, including without limitation on its website, in case studies and press releases.
- This Clause 2.2 shall survive the termination or expiry of this agreement.

2.3 Personal information collected via our platform:

The Happiness Index may collect and process the following data:

- Name of respondent.
- Email Address of respondent.
- Details relevant to the respondents use of The Happiness Index, e.g. department, location, etc.
- The Happiness Index may hold sensitive personal data if (i) the Client provided it to us for the purposes of analysing responses and (ii) if the respondent(s) provide feedback containing sensitive personal data.

2.4 Information collected outside of our platform:

- If the Client contacts The Happiness Index we may keep a record of that correspondence.
- Other relevant information to help provide the Client with an improved service.

2.5 How The Happiness Index uses the Client's information:

The Happiness Index uses information about the Client in the following ways:

- To help us identify the Client and any accounts they hold with us.
- To enable us to review, develop and improve our platform specifically for the Client.
- To provide customer care for the Client.
- To notify the Client about changes to our platform and services.

The Happiness Index will anonymise all Client data, meaning removing all references to the Client and Personally Identifiable Information for individuals, for the following purposes:

- To carry out marketing and statistical analysis, such as using non-identifiable data for peer analysis, identifying trends and benchmarking.

2.6 Sharing information:

The Happiness Index may disclose the Client's personal information to third parties in the following circumstances and subject in all cases to the provision by the Client of prior written consent:

- In the event The Happiness Index works with a sub-contractor, the sub-contractor will be bound by the terms and conditions of this agreement and through this agreement the Client gives their consent to this arrangement.
- In the event that The Happiness Index sells any business or assets, we may disclose anonymised Client data, which means removing Client, filter and individual information, to the prospective buyer of such business or assets, subject to their entering into appropriate confidentiality undertakings.
- If The Happiness Index Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its Clients will be one of the transferred assets.
- The Happiness Index may disclose the Client's personal information to third parties if we are under a duty to disclose or share your personal data in order to comply with any legal obligation; or to protect the rights, property, or safety of The Happiness Index Ltd, our customers, or others.

2.7 Use of cookies

2.7.1 Web browser cookies:

- The Happiness Index site may use "cookies" to enhance user experience.
- Users may choose to set their web browser to refuse cookies, or to alert them when cookies are being sent.

2.7.2 Analytics cookies:

- The Happiness Index uses performance cookies across the websites for internal purposes to help us provide the Client with a better user experience.
- These cookies monitor how visitors move around the website and how they reached it.
- This is used so The Happiness Index can see total (not individual) figures on which types of content users enjoy most.
- Investments directly related to improving the customer service offering.

2.8 Where The Happiness Index stores Personal Data:

- All information provided by the Client is stored on The Happiness Index secured servers.
- The Happiness Index servers are based in the UK with an ISO 27001 certified hosting provider.
- They are protected by enterprise-class Cisco ASA firewall with next generation capabilities that proactively protect.

3.0 Duration and cancellation

3.1 Length of contract:

- The contract length is 2 months from the date you receive your login details.

3.2 Cancellation:

- Consistent with Data Protection Legislation, if the Client wishes for its data to be returned or deleted from The Happiness Index servers upon cancellation, the Client needs to notify us in writing.
- The Happiness Index will confirm in writing when the raw data has been deleted. The Happiness Index will delete the data within 30 working days following written confirmation from the client.

4.0 General Terms and Conditions:

- **Entire Agreement and Variation of Terms.** This Agreement represents the entire agreement between the parties. No variation of the terms of this Agreement shall be valid unless made in writing and signed by a Director or authorised representative of both the Client and The Happiness Index.
- **Severability.** If any of the provisions of this Agreement are judged to be illegal or unenforceable to any extent, then that provision will to that extent be severed from the remaining terms which will continue to be valid and will remain in full force and effect.
- **Waiver.** No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of contractual terms will be deemed to be a waiver of any other right or of any later breach.
- **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party such consent not to be unreasonably withheld or delayed.
- **Notices.** Any notice given under this Agreement must be in writing and may be delivered either by hand, by recorded delivery or by fax to the addresses set out in this agreement of any statement of work or other address as may be notified to the other party. Any such notice will be deemed to have been served, if delivered by hand, at the time of delivery, if by recorded delivery on the second day after it was sent, or if by fax at the time of its transmission provided this is during normal office hours.
- **Force Majeure.** Neither party will be liable to the other party for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control. If such delay or failure continues for at least 90 days, either party will be entitled to terminate the Agreement by notice in writing.
- **Rights of Third Parties.** This Agreement is not intended to be for the benefit of third parties and shall not be exercisable by any other person under the Contracts (Rights of Third Parties Act) 1999.