

Customer Terms

Background Information

The following terms and policies form the legally enforceable agreement between a person buying (the "Customer") via the OnBuy Marketplace and each independent business that sells to Customers (the "Seller") via OnBuy.

All purchases made on the OnBuy Marketplaces are made by consumer, not businesses. Nothing in these Customer Terms affects the Customer's statutory rights.

The OnBuy Marketplace is provided by:

1. OnBuy Ltd for sales with UK delivery addresses; and
2. OnBuy (EU) Ltd for sales with EU delivery address;

(referred to collectively hereafter as the OnBuy Companies) which all trade under the name 'OnBuy'. Full information about the OnBuy Companies is set out at the end of this document.

The agreement is hereafter referred to as the "Customer Terms."

The Customer should check these Customer Terms before each order to ensure that the terms of the purchase are fully understood. Nothing in these Customer Terms will affect the Customer's statutory rights.

Please note that the OnBuy Companies are not a party to the Customer Terms.

The OnBuy Companies do not:

- Make sales to Customers;
- Give any guarantees or warranties as to the products supplied by any Seller;
- Accept unwanted products of cancelled orders – returns should never be sent to the OnBuy Companies - this will delay cancellation and refund and may cause the Customer to incur additional delivery charges.

The Seller's details are located in each Seller's shop page on the OnBuy Marketplace, and are also included in the notification of dispatch sent to the Customer's email account. To contact the Seller login to your [Customer Account Login](#) and go to view orders. If you checked out as a guest, you will need to create an OnBuy account.

OnBuy acts as commercial agent for Seller.

When the Customer purchase a Product on the Service, the contract for sale is solely between the Customer and the Seller. The Seller (details of which is provided before and after checkout) is solely responsible for fulfilling your order.

Each of OnBuy Ltd and OnBuy (EU) Ltd may act as a commercial agent of the Seller only and not on behalf of the Customer. The Seller has authorised the OnBuy Ltd and OnBuy (EU) Ltd to conclude the sale of Products to Customer on behalf of the Seller.

Therefore, the Seller is the merchant of record in respect to the Products sold and OnBuy Ltd and OnBuy (EU) Ltd (as applicable) is the merchant of record in respect to the payment for the Products purchased.

Providing confidence to customers using the OnBuy Marketplace

OnBuy strives to be the world's most trusted online marketplace. Whilst the OnBuy Companies cannot verify the millions of products listed for sale on the OnBuy Marketplace, it does operate a strict Seller onboarding procedure. Furthermore, all Sellers subscribe to [insert Seller Terms] which are designed to maintain the integrity of the OnBuy Marketplace.

OnBuy does not tolerate the sales of counterfeit products and removes such products without notice if they are identified. The OnBuy Marketplace also includes product violation mechanism [insert link] that third parties are able to utilise where appropriate.

1 Customer Terms

1.1 The Customer and the Seller accept that they are the only parties to these Customer Terms. The Customer and the Seller accept that OnBuy is not a party to these Customer Terms.

1.2 These Customer Terms are comprised of the background (above), the terms set out in these clauses and other policies referred to herein.

1.3 The Customer and the Seller should always make sure they are familiar with the terms of these Customer Terms. Customers should also review the relevant Seller's rating and reviews before making purchases of goods or services ("Products")

2 Age checks

2.1 Consumer Customers i.e., persons not buying for and on behalf of a business, may only purchase through OnBuy if they are at least 18 years old.

2.2 Certain Products may only be purchased if Customers satisfy the legal age requirement for that Product in the country from which the Customer seeks to purchase.

2.3 Consumer customers acknowledge and accept that OnBuy (acting as agent for the Seller) may perform proof of age checks when orders are made. Please note that in proceeding to order a Product through OnBuy, the Customer consents to these checks and verifications being carried out. Customers who do not consent to these checks being carried out, should not proceed with an order through OnBuy.

3 Formation of this contract

3.1 Shortly after the Customer places an order, the Customer will receive an email via the OnBuy Marketplace acknowledging the order. This email does not constitute the Seller's acceptance of the order.

3.2 These Customer Terms will not be formed until the Seller dispatches the Customer's order and marks the Products as dispatched in the Seller's account on the OnBuy Marketplace. At this point the Customer will also receive a confirmation email from the OnBuy. The confirmation email will include a description of the Products purchased and other information about the Customer's rights to cancel and

obtain a refund. Only those Products set out in the order confirmation email are included in these Customer Terms.

3.3 If the Customer's order comprises of Products from more than one Seller, the Customer will receive separate confirmation emails via the OnBuy Marketplace, as and when each part of the order is dispatched. Each confirmation email constitutes the formation of a separate contract.

3.4 If, for any reason a Seller is unable to supply the Customer with all or part of the order, the Seller will inform the Customer via the Customer's OnBuy account. The Customer will receive an email from OnBuy notifying the Customer that a message has been sent to the Customer's account. OnBuy shall process the refund as soon as reasonably possible.

4 OnBuy commercial agent status

4.1 The Seller has appointed OnBuy to act as its commercial agent to bind the Seller in concluding the sale of Products with Customers and accept payments from the Customers on behalf of the Seller which settles the Customer's debt to the Seller. However, OnBuy is not a party to these Customer Terms.

5 Information about Sellers

5.1 Sellers' details including the business name and trading address and, where applicable, the company registration number, registered office and VAT number, are available on the Seller's page ("Seller Shop") on OnBuy.

6 Products

6.1 The Seller shall supply Products that conform with the description in the Product listing.

6.2 The images of the Products on the OnBuy Marketplaces are for illustrative purposes only. Although every effort has been made to display the colours accurately, the Seller cannot guarantee that the Customer's computer's display represents the colour of the Products accurately. The Products may therefore vary slightly from those images.

6.3 Sellers shall make every effort to ensure Product descriptions are as accurate as possible. However, all sizes, weights, capacities, dimensions, and measurements indicated on OnBuy are approximate only. If any material discrepancy comes to light after the Customer has placed an order, the Seller will inform the Customer via the Seller's control panel with OnBuy as soon as possible, and give the Customer the option to cancel or return the order (in such a case a refund will be processed as soon as practicably possible).

6.4 The packaging of the Products may vary from that shown on images on OnBuy.

6.5 All Products shown on OnBuy are subject to availability. Sellers shall communicate unavailability as soon as possible, if a Product has been ordered but is not available. In such an instance, a full refund shall be processed by the Seller as soon as practicably possible.

7 Use of the OnBuy Marketplaces

7.1 Use of the OnBuy Marketplaces is governed by the [OnBuy Terms of Website Use](#), which is hereby incorporated into these Customer Terms.

7.2 Customers are required to set a password during the OnBuy account registration process. The Customer is responsible for maintaining the security and confidentiality of the password and account and is solely responsible for all activities on the account. The Customer shall not share the password or any login details with others and will not save login details on shared or public computers.

7.3 The Customer agrees to immediately notify the OnBuy Companies via <https://www.onbuy.com/gb/cb-contact/> as soon as they become aware of any unauthorised use of the password or access to the account. The OnBuy Companies shall not accept any liability for any loss or damage arising from Customer failure to comply with this section.

8 Processing personal information

8.1 Any personal information will be used in accordance with the [OnBuy Privacy and Cookies Policy](#), which is hereby incorporated into these Customer Terms. The Customer and Seller agree that they have read and understand this policy prior to purchasing or selling through OnBuy.

9 Customers rights, cancellations, and refunds (see also clause 13 Payments)

9.1 The Seller shall include in its Seller Shop a returns address within the country the Product was delivered to which a Customer may return a Cancellable Product. Alternatively, the Seller shall:

- i. provide a pre-paid returns label to return a Cancellable Product or
- ii. provide a refund without requesting the Cancellable Product must be returned; or
- iii. arrange for collection of the Product at the Seller's cost.

9.1 Cancellations and Refunds

9.1.1 Non-Faulty Products:

- a. Apart from Non-Cancellable Products listed at 9.2, Customers purchasing via the OnBuy Marketplaces may cancel for any reason up to 30 days from the date the Customer acquires physical possession of the Products.
- b. Cancellation must be communicated by the Customer to the Seller via OnBuy within the 30 day period..
- c. The Customer will be responsible for the cost of returning the Products to the Seller (this may include arranging for a collection at the Customer's cost).
- d. If the Customer requests a refund on a non-faulty Product, the Seller shall provide the Customer with a full refund of the product price including any standard postage costs but not the additional costs of any applicable delivery other than the least expensive delivery. For example, if a Customer orders special/accelerated delivery and this costs £8, whereas standard delivery would have cost £2, then only the £2 shall be refunded (this principle applies to all currencies).
- e. The Seller shall make the refund to the Customer without undue delay and no later than 14 days after the date it receives the Products back, or (if earlier) 14 days after the date which the customer can provide evidence that it returned the Products.

- f. The Seller shall make the refund using the same means of payment that the Customer used for the purchase.
- g. The Seller shall not charge the Customer any refund processing fees.

9.1.2 Faulty Products:

- a. If the Customer identifies that the Product is faulty, the Customer must communicate the existence and nature of the fault to the Seller via [Customer Account Login](#) as soon as reasonably practicable.
- b. Some faults may become apparent after the Product has been used for a period of time. The Customer's rights to refunds and other remedies depend upon the amount of time the Customer has been in possession of the Product as set out below.
 - i. **Up to 30-days** from the date the Customer acquires physical possession of the Product, the Customer is entitled to a full refund if the Product is faulty. This right doesn't apply to faulty digitally downloadable Products. The Seller shall have one opportunity to repair or replace digitally downloadable Products which are of unsatisfactory quality, unfit for purpose or not as described, before the Customer can claim a refund on a digitally downloadable Product.
 - ii. **From 31-days to 6-months** from the date the Customer acquires physical possession of the Product, the Customer must give the Seller one opportunity to repair or replace the Product. If the Seller opts to repair or replace the Product, the Seller shall have one opportunity to do so. If the Product becomes faulty after a repair or a replacement, the Seller shall provide the Customer with a full refund. The Seller cannot make any deduction from a refund in the first six months following an unsuccessful attempt at repair or replacement. The only exception to this is motor vehicles, where the Seller can make a deduction for fair use after the first 30 days.
 - iii. **After 6-months** from the date the Product was delivered, the onus is on the Customer to prove that the Product is faulty. The Seller may require the Customer to obtain some form of manufacturer's report, other written expert opinion or evidence of similar problems or defects across the Product range. The Seller may also make a reasonable deduction from any refund for fair use after the first six months of ownership if an attempt at a repair or replacement is unsuccessful.
- c. Subject to 9.2.2 b. the Seller shall process refunds within 14 days of the day on which the Customer returns the Product to the Seller or makes the Product available for collection by the Seller's logistics/delivery service provider if applicable.
- d. If a Product is faulty or not as described, the Seller will be responsible for the cost of return or collection.

9.2 Non-Cancellable Products: The cancellation right detailed at 9.2.1 does not apply in the case of non-faulty:

- a. Products made to the Customer's specification, clearly personalised, custom-made, or commissioned in any way;

- b. perishable Products including (but not limited to) food, drink and fresh flowers;
- c. audio or video recordings, computer software, DVDs or CDs which have a security seal which the Customer (or persons the Customer may have given the Product to) have opened or unsealed;
- d. any digitally downloadable Products such as but not limited to audio or video recordings, computer software as **the Customer agrees that immediate performance of the contract shall result in losing the right of cancellation once the download or streaming of the digital content has begun;**
- e. newspapers, periodicals, or magazines; and
- f. items which by their nature cannot be returned such as where it is physically impossible to return items or where items cannot be restored to the same physical state as they were supplied;
- g. erotic/sex toys where the internal packaging has been opened or the hygiene seal removed or broken;
- h. lingerie, which has been worn, or where the hygiene seal, tags or labels have been damaged or removed;
- i. hosiery, which has been worn or where the seal is broken;
- j. items purchased as part of a set, but which have been returned in individual parts or as an incomplete set;
- k. face coverings due to hygiene reasons (unless still inside sealed packaging).

9.3 Prompt return of Products: The Customer must return the Products to the Seller as soon as reasonably practicable unless the Seller informs the Customer that the Products shall be collected. In which case the Seller shall collect the Products from the address to which they were delivered and the Seller will contact the Customer to arrange a suitable time for collection.

9.4 Excessive handling of Products: if the Customer handles a Product causing wear and tear beyond that necessary to establish the nature, characteristics and functioning of the Product and causes a diminution of the Product value, the Customer may be liable for such diminution and the Seller may reduce any applicable refund in proportion to this.

9.5 Partial Refund: If the Customer and the Seller fail to mutually agree to the amount of the partial refund pursuant to 9.5 the Customer may:

9.5.1 Contact the [Customer Care Team](#) for resolution; or

9.5.2 Request that the Seller returns the Product back to the Customer (in which case the Customer is responsible for the delivery costs of such return).

9.6 If the Customer receives any financial reward or benefit ("incentive") as a result of the Customer's purchase on the OnBuy Marketplace, such incentive received shall be deducted from the refund paid to the Customer for the relevant Product which is the subject of the refund.

10 Delivery

10.1 Unless there is an Event Outside the Seller's Control (as defined in sub-clause 18.2). The Customer's order will be fulfilled by the Seller by the estimated delivery date set out in the confirmation email detailed at Clause 4.2 of these Customer Terms, If the Seller is unable to meet the estimated delivery date because of an Event Outside the Seller's Control, the Seller shall contact the Customer with a revised estimated delivery date.

10.2 Delivery will be completed when the Product is delivered to the address the Customer provided when making the order.

10.3 The Products become the Customer's responsibility and the Customer becomes the legal owner of the Products upon delivery.

10.4 If the Customer orders what the Seller determines is a large and/or heavy Product, the Seller's logistics/delivery service provider may be unable to deliver the Product to the Customer's desired delivery address. In such an instance, the Seller's logistics/delivery service provider may offer to deliver the Product to the closest possible point to the Customer's delivery address such as a driveway, garage or garden. Alternatively, the Seller's logistics/delivery partner may attempt another delivery, or the Seller may give the Customer a full refund.

10.5 If the Customer receives a refund and thereafter the relevant Product is delivered to the Customer, the Customer shall contact the Seller to arrange for a return of that Product. The Seller shall bear the costs of such a return.

11 International delivery

11.1 Sellers shall deliver to the countries set out on each Seller's Seller Shop page. However, there are restrictions and higher charges for the delivery of some Products for certain countries. The Customer shall review and agree to such restrictions or additional charges before ordering Products.

11.2 If the Customer orders Products for delivery outside the United Kingdom, the order may be subject to import duties and taxes which are applied when the delivery reaches its destination country. In all other cases the Seller is responsible for payment of any import duties and taxes.

11.3 The Customer must comply with all applicable laws and regulations in the country of delivery. The Seller will not be liable or responsible if the Customer breaks any such law or regulation.

12 Price of Products

12.1 The Seller shall adopt all reasonable endeavours to ensure that the prices of Products and delivery charges are correct. However, it is possible that, despite the Seller's reasonable efforts, some of the Products it sells on the OnBuy Marketplace may be incorrectly priced.

12.2 Prices for the Products may change from time to time including in any instance when there has been an error in pricing by the Seller, but any changes will not affect an order that has been dispatched pursuant to Clause 4.2 of these Customer Terms.

12.3 If a pricing error is discovered prior to dispatch, the Seller shall contact the Customer as soon as is practicable and the order shall be cancelled and the Seller shall process a refund within 2 days.

12.4 The prices of all Products on the OnBuy Marketplace will be displayed in pounds sterling.

12.5 The price of a Product includes any relevant value added tax or other sales tax applicable to your Order.

13 Payments

13.1 The Customer can pay for Products using any of the payment methods set out at the Customer checkout.

13.2 In its capacity as commercial agent for the Seller, OnBuy Ltd or OnBuy (EU) Ltd (as applicable depending upon the delivery location) shall receive the Customer's payment and "OnBuy" shall feature in the description section of the Customer's bank statement. Thereafter, OnBuy Ltd or OnBuy (EU) Ltd shall remit the funds to the Seller pursuant to its agreement with the Seller. Purchases made by Customers in the United States, shall be made into a holding bank account for and on behalf of OnBuy Inc. Thereafter, OnBuy Inc. shall instruct the holding bank to remit the funds to the Seller pursuant to its agreement with the Seller.

13.3 When OnBuy Ltd, or OnBuy (EU) Ltd or the holding bank on behalf of OnBuy (US) Inc. (as applicable) receives payment from the Customer, the Customer will no longer owe the amount it has paid to the Seller.

13.4 After the Customer's payment is confirmed by the relevant OnBuy company, the Seller is required to dispatch the Product using the shipping method selected by the Customer. The Seller shall confirm dispatch of the products pursuant to Clause 4.2 of these Customer Terms.

13.5 The Seller shall determine whether the Customer is entitled to a refund pursuant to Clause 9 (Customer Rights, Cancellations and Refunds). If the Customer is dissatisfied with the Seller's decision, the Customer may convey a complaint to OnBuy pursuant to Clause 18 (Customer Care).

13.6 Any refund the Customer is entitled to pursuant to these Customer Terms will be made by the applicable OnBuy company via the same payment method used by the Customer to make payment.

14 Manufacturers' Guarantees

14.1 Some of the Products sold via the OnBuy Marketplace come with a manufacturer's guarantee. In many cases the manufacturer will not be the Seller. Where applicable, the manufacturer's guarantee, or details of how to access it shall be provided with the Product.

14.2 If the Customer is a consumer (i.e., not purchasing for or on behalf of a business), any manufacturer's guarantee is provided to the Customer in addition to the Customer's statutory rights (applicable in the Customer's country) in relation to Products that are faulty or not as described, as set out at Clause 9 of these Customer Terms.

15 Compensation for Losses

15.1 Nothing in this Customer Terms shall limit or exclude the Seller's liability for:

- a. death or personal injury caused by the Seller's negligence;
- b. fraud or fraudulent misrepresentation;

- c. any other losses which cannot be excluded by law in the country that the Seller supplies the Products to.

15.2 The Seller is responsible for losses the Customer may suffer which are caused by any breach of these Customer Terms unless (always subject to 15.1), the loss is:

- a. **Unexpected:** It was not obvious that it would happen. Nothing the Customer communicated to the Seller before the Seller accepted the order made it reasonably clear to the Seller that such a loss could occur, and therefore the Seller could not have expected it i.e., the loss was not reasonably foreseeable;
- b. **Caused by an Event Outside the Seller's Control:** Pursuant to Clause 19.2 of these Customer Terms;
- c. **Avoidable:** Something the Customer could have avoided by taking reasonable action. For example, damage to the Customer's own digital content or device, which was caused by digital content supplied by the Seller and which the Customer could have avoided by the Customer following the Seller's advice or instructions, or advice or instructions provided with the Product. For example to apply a free update, or by correctly following the installation instructions or having the minimum system requirements advised by the Seller or included as advice with the Product.

16 Customer incentives and discounts

16.1 Promotional codes, incentives and offers may be available to use on Products purchased from the OnBuy Marketplace. Discount codes are subject to the terms of such promotions as set out [Discount Codes Terms](#).

16.2 Other customer incentives are provided by OnBuy from time to time and are subject to separate terms and conditions.

17 Customer Care

17.1 The Customer shall refer any feedback, concerns or complaints regarding its order to the Seller via [Customer Account Login](#).

17.2 If after two days and any relevant period of Seller downtime (referred to on the OnBuy Marketplace as the "Seller Holiday Period"), the Customer fails to receive a response from the Seller, or the Customer is dissatisfied with the Seller's proposed resolution, the Customer can contact OnBuy's [Customer Care Team](#) which will review and seek to resolve the issue. If OnBuy's Customer Care Team is unable to resolve the issue, the issue will be referred to the OnBuy Dispute Resolution Team to deal with pursuant to the process set out in Clause 18.3.

17.3 The Dispute Resolution Team shall review the full facts of the case including any communications between all parties. The OnBuy Dispute Resolution Team may make further contacts with the Customer and the Seller to clarify the facts.

17.4 Upon conclusion of the OnBuy Dispute Resolution Team's investigation, a decision will be made either in favour of the Customer or the Seller.

17.5 OnBuy shall communicate its findings in writing to the Customer and the Seller and instruct both parties how the matter shall be resolved.

17.6 The Customer and the Seller accept that the dispute resolution process described in this Clause 18 is supplied by OnBuy acting as agent for the Seller. Notwithstanding this status, OnBuy shall resolve all disputes between the Seller and the Customer fairly and impartially.

17.7 Either the Customer, Seller or both may disregard the findings of the Dispute Resolution Team and commence legal proceedings against the other. The parties accept that none of the OnBuy Companies are a party to the contract and agree not to add any of the OnBuy Companies as a party to any claims.

18 Events Outside Seller's Control

18.1 The Seller will not be liable or responsible for any failure to perform, or delay in performance of, any of the Seller's obligations under these Customer Terms that is caused by an Event Outside the Seller's Control. An Event Outside the Seller's Control is defined below in sub-Clause 18.2.

18.2 An "Event Outside the Seller's Control" means any act or event beyond the Seller's reasonable control, including, but not limited to, acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

18.3 If an Event Outside the Seller's Control takes place that affects the performance of the Seller's obligations under these Customer Terms:

18.3.1 The Seller will contact and notify the Customer as soon as reasonably possible; and

18.3.2 The Seller's obligations under these Customer Terms will be suspended and the time for performance of the Seller's obligations will be extended for the duration of the Event Outside the Seller's Control;

18.3.3 Where the Event Outside the Seller's Control affects the Seller's delivery of Products to the Customer, the Seller will endeavour to arrange a new delivery date with the Customer after the Event Outside the Seller's Control is over. Alternatively, the Customer can cancel the order pursuant to Clause 10 of this Agreement.

19 Communications

19.1 In these Customer Terms "in writing", includes email and communications through Customer and Seller OnBuy accounts.

19.2 Notwithstanding Clause 19.1, the Customer should contact the Seller via [Customer Account Login](#)

19.3 The Customer can also contact OnBuy's [Customer Care Team](#).

19.4 Customers can also contact the OnBuy Companies to provide feedback and to raise any questions regarding the OnBuy Marketplaces by pre-paid post to the relevant OnBuy company at OnBuy House,

12-14 Dean Park Crescent, Bournemouth, BH1 1HL. However, the quickest way to contact OnBuy and to receive a faster response is by using the method set out in 20.3.

19.5 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

20 Other important terms

20.1 **No third-party rights.** These Customer Terms are between the Seller and the Customer and, subject to Clause 20.2, no other natural or legal persons shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

20.2 Notwithstanding Clause 21.1, OnBuy shall be entitled to enforce these Customer Terms under the Contracts (Rights of Third Parties) Act 1999.

20.3 **Headings:** The headings contained in these Customer Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of any of the Clauses or sub-Clauses.

20.4 **Interpretation:** Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms. Wherever a singular expression is used in these Customer Terms, that expression is considered as including the plural or the body corporate where required by the context.

20.5 **Severability:** Each of the clauses and sub-clauses of these Customer Terms operates separately. If any court or relevant authority decides that any of the clauses or sub-clauses are unlawful or unenforceable, the remaining clauses and sub-clauses will remain in full force and effect.

20.6 **No waiver:** If either the Customer or the Seller (or both) fail to insist that the other performs any of its obligations under these Customer Terms, or if either party does not enforce its rights against the other party, or if either party delays in enforcing its rights, that will not constitute a waiver of those rights and will not mean that the party that has failed to fulfil its obligations no longer has to comply with those obligations. Any waiver of obligations must be made in writing, and will not mean, unless such a waiver includes otherwise, that subsequent defaults are waived.

20.7 **Variation:** These Customer Terms may be varied from time to time, but the Customer Terms published at the time the Order is made shall apply to the relevant Order.

20.8 **Compliance with local laws** The Customer must not purchase products that are not permitted for sale or possession in the country in which the product is ordered. The Customer is responsible for any customs fees, fines, penalties, sanctions and any other expenses incurred pursuant to an order which is deemed to be illegal in the country in which you are ordering the Product.

20.9 Governing Law and Jurisdiction

20.9.1 **Consumer Customers:** Always subject to Clause 1.1., these Customer Terms will be governed by the law of the country that the Seller supplies the Products to and the courts that country will have exclusive jurisdiction to decide any dispute or claim arising out of or in connection with these Customer Terms (including disputes as to the formation of these Customer Terms). In the case of consumer Customers that are resident in England and Wales. In any instance of a consumer Customer that is

resident in another jurisdiction, legal proceedings may be brought in the courts of England and Wales or in the courts of the jurisdiction in which the consumer Customer is resident.

20.9.2 Customers resident in the EU, may seek resolution through the European Commission's online dispute resolution platform. The platform may be accessed here <https://ec.europa.eu/consumers/odr>.

21 The OnBuy Companies.

21.1 OnBuy Ltd a company registered at 12-14 OnBuy House, 12-14 Dean Park Crescent Bournemouth, Bournemouth, Other, United Kingdom, BH1 1HL (registration number 15611912); and

21.2 OnBuy (EU) Ltd a company registered at 3 Dublin Landings, North Wall Quay, Dublin 1, DE1 C4E0 (registration number 764002).