

Customer Terms

BACKGROUND INFORMATION

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

All purchases made on the OnBuy Marketplace shall be made by consumers, not businesses. Nothing in these Customer Terms affects the Customer's statutory rights.

The OnBuy Marketplace is operated by:

- (1) OnBuy Ltd in relation to sales to UK delivery addresses; and
- (2) OnBuy (EU) Ltd in relation to sales to EU delivery addresses

(each an "OnCommerce Company", and together the "OnCommerce Companies").

The OnCommerce Companies operate the OnBuy Marketplace, trading under the name 'OnBuy'. Full information about the OnCommerce Companies is set out at the end of this document.

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

These Customer Terms may be updated from time to time, for example to reflect changes in law, regulation, or the operation of the OnBuy Marketplace. The version of these Customer Terms published on the OnBuy Marketplace at the time the Customer places an order applies to that order and will not be changed after the order is placed. The Customer should review these Customer Terms before placing each order. Nothing in these Customer Terms will affect the Customer's statutory rights.

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

The OnCommerce 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 OnCommerce 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, log into your Customer Account Login and go to "View Orders".



The applicable OnCommerce Company acts as commercial agent for Seller

When the Customer purchases 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.

The applicable OnCommerce Company may act as a commercial agent of the Seller only and not on behalf of the Customer. The Seller has authorised the applicable OnCommerce Company 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 the applicable OnCommerce Company is the merchant of record in respect to the payment for the Products purchased.

Providing confidence to customers using the OnBuy Marketplace

The OnBuy Marketplace strives to be the world's most trusted online marketplace. Whilst the OnCommerce 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 the Seller Terms, which are designed to maintain the integrity of the OnBuy Marketplace.

The OnBuy Marketplace does not tolerate the sales of counterfeit products and removes such products without notice if they are identified. The OnBuy Marketplace also includes a product violation mechanism that third parties are able to utilise where appropriate. If a Customer believes a Product raises a safety concern, the Customer can report this using the same mechanism, or by contacting the Customer Care Team. Where the applicable OnCommerce Company becomes aware that a Product is unsafe or subject to a recall, it will take reasonable steps to notify affected Customers and cooperate with the relevant product-safety authority.

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 the applicable OnCommerce Company 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 of the age required by law, applicable in the customer's jurisdiction, to make the purchase.

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 the applicable OnCommerce Company (acting as agent for the Seller) may perform proof of age checks when orders are placed. By proceeding to order an age-restricted Product through the OnBuy Marketplace, the Customer acknowledges that these checks and verifications may be carried out. Customers who do not wish for these checks to be carried out, should not proceed with the order through the OnBuy Marketplace.

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 Product(s) 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 Marketplace. The confirmation email will include a description of the Product(s) 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 Marketplace account. The Customer will receive an email from the OnBuy Marketplace notifying the Customer that a message has been sent to the Customer's account. The OnBuy Marketplace shall process the refund as soon as reasonably possible.

4 ONCOMMERCE COMMERCIAL AGENT STATUS

4.1 The Seller has appointed the applicable OnCommerce Company 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, the applicable OnCommerce Company 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, or other applicable sale tax number, are available on the Seller's page ("Seller Shop") on the OnBuy Marketplace.

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 Marketplace 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 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 the OnBuy Marketplace 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 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 the OnBuy Marketplace.

6.5 All Products shown on the OnBuy Marketplace 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 MARKETPLACE

7.1 Use of the OnBuy Marketplace is governed by the OnBuy Marketplace Website Terms of Use, which are hereby incorporated into these Customer Terms.



7.2 Customers that purchase via the OnBuy Marketplace shall automatically have an OnBuy Marketplace account set up. Thereafter, the Customer shall be able to delete the account or make changes to it. Customers also have the option of setting up an account prior to making a purchase.

7.3 The Customer agrees to immediately contact and notify the applicable OnCommerce Company via the Customer Care Team as soon as they become aware of any unauthorised use of the password or access to the account. The applicable OnCommerce Company shall not be liable for any loss or damage arising from the Customer's failure to comply with this section. Nothing in this Clause excludes or restricts any liability which cannot lawfully be excluded or restricted.

8 PROCESSING PERSONAL INFORMATION

8.1 Any personal information will be used in accordance with the OnCommerce Privacy 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 CUSTOMER RIGHTS, CANCELLATIONS, AND REFUNDS

In this Clause 9, a 'Cancellable Product' means any Product other than a Non-Cancellable Product listed at Clause 9.3

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;
- ii. provide a refund without requesting the Cancellable Product must be returned; or
- iii. arrange for collection of the Cancellable Product at the Seller's cost.

9.2 Cancellations and Refunds

9.2.1 Non-Faulty Products:

- a. Apart from Non-Cancellable Products listed at 9.3, 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.

9.2.2 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.
- e. Where the Customer is a consumer habitually resident in the European Union, the Seller's obligations in relation to faulty Products under this Clause 9.2.2 are also subject to the mandatory consumer-guarantee and burden-of-proof rules of the Customer's country of habitual residence, which may provide for a longer guarantee period and a longer reversal of the burden of proof than set out in Clause 9.2.2. For the avoidance of doubt, nothing in this Clause 9.2.2 limits those mandatory rights.

9.3 Non-Cancellable Products: The cancellation right detailed at 9.2.1 above 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 expressly requests immediate access to the digital content and acknowledges and agrees that once downloading or streaming begins, the Customer loses any applicable statutory cancellation or withdrawal rights in respect of that digital content;**
- 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).

9.4 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.

9.5 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.

9.6 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:

9.6.1 Contact the Customer Care Team for resolution; or

9.6.2 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).

9.7 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.

9.8 Additional information regarding the Customer's right to cancel (including the model cancellation form), are set out in Appendix A to these Customer Terms.

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 3.2 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 which are dispatched from a different country to the delivery address, the order may be subject to 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 the relevant currency for the country of purchase, or any other currency that the applicable OnCommerce Company determines shall apply for purchases in the country of purchase.

12.5 The total price at the checkout includes any relevant value added tax or other sales taxes and delivery charges 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, the applicable OnCommerce Company shall receive the Customer's payment and "OnBuy" shall feature in the description section of the Customer's bank statement. Thereafter, the applicable OnCommerce Company shall remit the funds to the Seller pursuant to its agreement with the Seller.

13.3 When the applicable OnCommerce Company 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 applicable OnCommerce 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 3.2 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 the applicable OnCommerce Company pursuant to Clause 17 (Customer Care).

13.6 Any refund the Customer is entitled to pursuant to these Customer Terms will be made by the applicable OnCommerce 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 country of delivery) 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 these 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 Subject to clause 15.1, the Seller is responsible for losses suffered by the Customer that are a foreseeable result of the Seller's breach of these Customer Terms or failure to exercise reasonable care and skill. The Seller is not responsible for:

- a. losses that were not reasonably foreseeable when the contract was formed;
- b. losses that were caused by an Event Outside the Seller's Control (as defined in Clause 18 of these Customer Terms);
- c. losses that could have been avoided by the Customer taking reasonable steps or action.
- d. business losses suffered by a Customer acting for business purposes.

15.3 The Customer acknowledges and accepts that the applicable OnCommerce Company is not the seller of the Products and is not responsible for the Seller's performance of the sales contract. Any claim relating to the Product, its description, delivery, quality, safety or fitness for purpose must generally be directed to the Seller. Nothing in these Customer Terms excludes any liability that cannot be excluded by law.

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 in each instance.

16.2 Other customer incentives may be provided by the OnBuy Marketplace 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 the 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 the OnBuy Marketplace's Customer Care Team which will review and seek to resolve the issue. If the OnBuy Marketplace's Customer Care Team is unable to resolve the issue, the issue will be referred to the OnBuy Marketplace Dispute Resolution Team to deal with pursuant to the process set out in Clause 17.3.

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

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

17.5 The OnBuy Marketplace 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 17 is supplied by the applicable OnCommerce Company acting as agent for the Seller. Notwithstanding this status, the OnBuy Marketplace shall resolve all disputes between the Seller and the Customer fairly and impartially.

17.7 Nothing in this clause limits any rights or remedies available to a Customer under applicable law. Either the Customer, Seller or both may dispute the findings of the Dispute Resolution Team and commence legal proceedings against the other. **The Customer and the Seller acknowledge and accept that the OnCommerce Companies is not party to these Customer Terms. The Customer agrees not to add any of the OnCommerce Companies, its group companies, subsidiaries, affiliates, owners, officers and directors as a party to any claims, provided that nothing in this Clause excludes any liability which cannot lawfully be excluded.**

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 Marketplace accounts.

19.2 Notwithstanding Clause 19.1, the Customer should contact the Seller via the Customer Account Login.

19.3 The Customer can also contact the OnBuy Marketplace's Customer Care Team.

19.4 Customers can also contact the applicable OnCommerce Company to provide feedback and to raise any questions regarding the OnBuy Marketplace by pre-paid post to the applicable address as set out at clause 21. However, the quickest way to contact the OnBuy is by using the method set out in 19.3.

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

19.6 The Customer may be asked to review and rate purchases, seller performance and the Customer's experience of the OnBuy Marketplace. The Customer must only submit genuine and honest reviews (positive or negative) and shall report any seller that attempts to entice or force fake reviews of itself or other sellers.

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 20.1, the OnCommerce Companies 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.

If any of the text set forth within these Customer Terms is translated into a language other than English, the English version will prevail in the event of any discrepancy or inconsistency between the English version and the translated version. The parties hereby agree that under no circumstances shall the OnCommerce Companies be responsible for any damage or loss caused by any error, inaccuracy, misunderstanding, or misspelling resulting from or related to translations, except to the extent such liability cannot be excluded or limited by applicable law.

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 and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales, excluding any conflict of laws principles, and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The Seller and Customer agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. For consumer Customers who are habitually resident outside of the United Kingdom, the above choice of law does not exclude the protection afforded to them by the mandatory provisions of the law of the country in which they have their habitual residence, and the Customer may bring proceedings in connection with these Customer Terms in the courts of the country in which they are habitually resident.

20.9.2 The Customer may seek assistance from any consumer protection authority, consumer advice service or alternative dispute resolution body that is available in the Customer's country of residence. Nothing in these Customer Terms prevents either party from commencing court proceedings where permitted by applicable law.

21 THE ONCOMMERCE COMPANIES

21.1 OnBuy Ltd a company registered in England and Wales, whose registered office is at 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF (registration number 15611912) in relation to UK sales; and

21.2 OnBuy (EU) Ltd a company registered in Ireland, whose registered office is at 25 North Wall Quay, Dublin 1, D01 H104 (registration number 764002) in relation to other European sales.

Appendix A: Rights of Withdrawal

In addition to the cancellation period offered by the OnBuy Marketplace to all of its Customers as set out in Clause 9 of these Customer Terms, Customers located in the EU, EEA or UK have the right to withdraw from any contract to purchase Products, for any reason, within 14 days from the day on which the Customer, or a third party other than the carrier and indicated by the Customer, acquires physical possession of the Products.

This right must be exercised with the Seller of the relevant Product. In some circumstances, the applicable OnCommerce Company may support the Customer in exercising this right of withdrawal with the Seller.

To exercise this right of withdrawal, the Customer may submit a request to cancel the order via Customer Account Login. Alternatively, the Customer may complete, print and post the Model Withdrawal Form at A.3 to the address specified in it.

If the Seller is able to cancel the order before it is dispatched, the Seller will confirm this to the Customer. If the order has already been dispatched, the Customer must wait for delivery and then return the Products in accordance with the returns process at Clause 9. Refusing delivery of an order is not a valid method of exercising the right of withdrawal. If the Customer refuses to take delivery of an order, the cost of return postage will be deducted from the refund.

Effects of Withdrawal

If the Customer withdraws from the contract, the Customer is entitled to reimbursement of all payments received from the Customer in respect of the relevant Product, including the cost of standard delivery (but not any supplementary cost resulting from the Customer's choice of a delivery type other than the least expensive standard delivery offered), without undue delay and in any event no later than 14 days from the day on which the Seller is informed of the Customer's decision to withdraw.

The Seller, or the applicable OnCommerce Company acting on the Seller's behalf, will carry out the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise. The Customer will not incur any fee as a result of the reimbursement.

Where the Seller asks the Customer to return the Products, the Seller may withhold reimbursement until the Products have been received back, or the Customer has supplied evidence of having sent them back, whichever is earlier, and the Customer will bear the direct cost of returning the Products. The Customer may also be liable for any diminished value of the Products resulting from handling beyond what is necessary to establish their nature, characteristics and functioning.



Model Withdrawal Form

The Customer should complete, print and post the following form to:

In relation to UK Sales: Customer Care Team, OnBuy Marketplace, 167-169 Great Portland Street,
5th Floor, London, England, W1W 5PF

In relation to other European Sales: Customer Care Team, OnBuy Marketplace, 25 North Wall Quay,
Dublin 1, D01 H104

I hereby give notice that I withdraw from my contract of sale of the following Products:

Order number:

Ordered on:

Your name:

Your address:

Your OnBuy Marketplace account e-mail address:

Your signature:

Date:

The Customer will also need to return the Product(s) to the Seller from which they were purchased in order for the refund to be processed. The Seller's address can be found on the Seller's Shop page on the OnBuy Marketplace.

The Customer should not return the Product(s) directly to the OnBuy Marketplace - this will delay the Customer's cancellation and refund, and may cause the Customer to incur additional delivery charges.