

# TERMS AND CONDITIONS

Welcome to JustFab.co.uk! With our terms and conditions, we want to inform you exactly about the details of the use of our website, about the memberships at JustFab and the purchase of sports fashion and other fashion and lifestyle products at JustFab.

**In order for you to get an overview of the most important points in the terms and conditions, we have made a brief summary. Please note: This brief summary does not replace the terms and conditions which set out the whole for our contractual relationship between you and Just Fab.**

- Our offer is aimed exclusively at consumers resident or domiciled in the United Kingdom. If you are resident in another country please navigate to the correct terms and conditions that apply to you by clicking here.
- When you sign up for an account at JustFab.co.uk, you sign up for a free basic membership that allows you to benefit from our monthly outfit suggestions and enables you to place orders for products at JustFab.co.uk.
- If you decide to become a VIP member during the process of ordering products at JustFab.co.uk, the following applies:
  - Your VIP membership obligates us to send you monthly outfit suggestions tailored to your preferences at preferential conditions. In return, you agree to pay the agreed VIP membership fee in the amount advertised on our website here each month.
  - You can Skip your VIP membership until the 5th of each month for the month in question via the corresponding function in your member account (as defined and specified in [Section 5.3](#) and [5.4](#)). We will also not charge the agreed VIP membership fee if you Shop until the 5th of each month (as defined and specified in sections [5.3](#) and [5.4](#)) in which case you will not be charged the VIP membership in respect of that month. We will also not charge the agreed VIP membership fee if you Shop before the 5th of each month (as defined and specified in [5.3](#) and [5.4](#)). Important: If you do not Skip your VIP membership or if you do not Shop before the 5th of a month, the agreed VIP membership fee will be charged from your specified payment method and you will receive a credit for that amount credited to your member account. You can exchange this credit at any time on JustFab.co.uk in the context of a purchase of products.
  - The basic membership and/or VIP membership can be terminated at any time as set out in Sections [4.4](#) and [5.5](#) respectively.

**Please read the following terms and conditions carefully before using our website, signing up for a membership, or making any purchases on our website.** You can also print them out using the print function of your browser or download them here as [PDF](#) and save them on your PC. If you have any questions, please contact us!

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## 1. Scope of these Terms and Conditions

1.1. JustFab.co.uk is an online service (“**JustFab**”) provided by TechStyle Fashion Group Ltd, a company registered in England and Wales under company number 12716082 and with its registered office at 25 Wilton Road, London SW1V 1LW (“**we**”, “**us**”, “**our**”, “**JustFab**”). For any comments and remarks, you can contact us at the above address or by e-mail at [support@justfab.co.uk](mailto:support@justfab.co.uk) or by telephone from Monday to Friday, 8:00 to 20:00 and from Saturday to Sunday from 10:00 to 18:00 under the telephone number 020 3695 3830 (charged at your local rate).

1.2. These Terms and Conditions (“**Terms**”) apply to the website under the domain [www.justfab.co.uk](http://www.justfab.co.uk). The Terms constitute the contractual basis between you and us for your use of JustFab and regulate (1) your general use of JustFab, (2) any membership you have with us and (3) your purchase of sports fashion and other fashion and lifestyle products from JustFab (“**Products**”).

The use of JustFab as a member as well as the purchase and shipment of Products are exclusively based on and governed by these Terms. You can save or print the Terms as a [PDF](#). Once you have placed an order, we will send them to you by e-mail. The current version of the Terms is available online at [JustFab.co.uk](http://JustFab.co.uk).

## 2. General information about the use of JustFab

2.1. In order to purchase Products on JustFab, you have to register as a basic member (see [»Sections 3 and 4](#)). You can also sign up for a VIP membership, which allows you, among other things, to purchase Products at exclusive conditions (see [»Sections 5 and 6](#)).

2.2. JustFab is aimed exclusively at consumers resident or domiciled in the United Kingdom, you are a consumer if you are an individual acting for purposes that are wholly or mainly outside of your trade, business, craft or profession.

2.3. The contract language is English.

## Basic membership and VIP membership

### 3. Registration on JustFab as a basic member

3.1. After completing the integrated lifestyle quiz on our website and following the click through steps using the registration function, you can submit an offer to enter into a basic membership on JustFab. If you register a membership, you will be asked to provide certain information (such as your email address) and to create a password, as part of our security procedures. You must treat such password as confidential and you must not disclose it to any third party. If you know or suspect that anyone other than you knows your account login details, you must immediately notify us.

3.2. You may only register if you are at least eighteen (18) years old.

3.3. We accept your offer for membership by activating your member account using the details that you provided at the registration function stage. The creation of a member account creates a contract between you and us for the use of JustFab based on and governed by these Terms.

3.4. You shall have no right to activation of a member account and we reserve the right to decline any offer for membership without needing to provide reasons for such decline. Furthermore, we reserve the right to delete multiple registrations.

3.5. As a consumer resident in the United Kingdom, you have the right to cancel this membership contract within fourteen (14) days without giving any reason. The cancellation period will expire after fourteen (14) days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us by e-mail at [support@justfab.co.uk](mailto:support@justfab.co.uk) or by telephone from Monday to Friday, 8:00 to 20:00 and from Saturday to Sunday from 10:00 to 18:00 under the telephone number 020 3695 3830 (charged at your local rate). You may use the following model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Model Cancellation Form	To: TechStyle Fashion Group Ltd, 25 Wilton Road, London SW1V 1LW E-mail address: <a href="mailto:support@justfab.co.uk">support@justfab.co.uk</a> I/We(*) hereby give notice that I/We(*) cancel my/our (*) contract for the supply of the following services (*) Ordered on(*) / received on(*) Name of consumer(s), Address of consumer(s), Signature of consumer (only if this form is notified on paper) Date  (* ) Please delete if not applicable
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3.6. If you cancel your membership contract in accordance with Section 3.5 then we will reimburse any Credits that remain on your account as at the date of cancellation (for more information on Credits, please see Section 5 below). We will make the reimbursement without undue delay, and not later than fourteen (14) days after the day on which we are informed about your decision to cancel this contract.

## 4. JustFab basic membership: contractual content, performance, rights and obligations

4.1. On the basis of the basic membership you can purchase Products at JustFab at the conditions for basic members. You cannot purchase Products at JustFab without a basic membership (or a VIP membership (see [»Sections 5 and 6](#)).

4.2. We undertake to present Products from our current collection that are tailored to your fashion taste on the first of the month.

4.3. You are obliged to keep your personal data on your member account always up to date so that we can perform the necessary services to ensure that your membership works frictionlessly. We inform you in detail about the use of your personal data in our [»Data Protection Policy](#).

4.4. The basic membership has no minimum term and can be terminated by you at any time without notice either within your account or by contacting us at [support@justfab.co.uk](mailto:support@justfab.co.uk) or on 020 3695 3830. Further details on the termination of your basic membership (expiration, contact data, etc.) are explained on our [»help pages at <https://support.justfab.com/hc/en-gb>](#). If you cancel your basic membership as contemplated under this Section then your access to your JustFab account will be terminated but these Terms will nevertheless continue to apply to and govern any purchases for Products that you have made on JustFab. We may need a reasonable period of time to action your cancellation, but once your basic membership has been cancelled, you will not be able to make

further purchases in the future on JustFab without an active basic membership (or a VIP membership (see [»Sections 5 and 6](#)).

## 5. JustFab VIP membership: Contractual content, performance, rights and obligations

5.1. In addition to your basic membership, you can become a VIP member by concluding a paid VIP membership during the ordering process. You conclude the VIP membership at the same time as you purchase Products, and such VIP membership is governed by the terms and conditions that apply to VIP members under these Terms. You will be required when concluding an order for VIP membership to provide and store the details of your chosen payment method on your membership account – you agree that this payment method can be charged by us in accordance with these Terms and in particular as set out in [Sections 5.3\(iii\)](#) and [6](#).

5.2. The VIP membership provides you with extended features and benefits: You can order Products reserved for VIP members only or purchase Products at exclusive conditions (e.g. at an earlier time or at a lower price). If you enter into a VIP membership, you will also receive – if applicable based on your separate consents that we request from time to time in accordance with our **Data Protection Policy** – emails, newsletters, special offers and other updates to further enhance your shopping experience.

5.3. By signing up for a VIP membership, you agree each month to either:

(i) pause your VIP membership pursuant to [»Section 5.4](#) by the 5th of each month (“**Skip**”). If you just log into your account between the 1st-5th of the month and click "Skip The Month" then you will not be charged the VIP membership fee for month. You can Skip for as many months as you want, provided the follow the correct process as set out here.

or

(iii) pay the agreed monthly VIP membership fee in the amount advertised on our website here each month. **For the avoidance of doubt - if you do not Skip or Shop we will charge your payment method for the agreed VIP membership fee on the 6th day of the month.** This amount will be deposited as a Credit in your member account for future purchases on JustFab. Detailed information about the Credit and the redemption of a Credit can be found under [»Section 6](#).

5.4. If you do not want the agreed VIP membership fee to be charged to you in a month and thus want no Credit to be debited to your member account, you can pause your VIP membership for the respective month by Skipping via a corresponding function in your user account (e.g. "Skip now") or by Shopping at the latest by the 5th of each month. For the following month you have to make a new decision. You can Skip as often as you like.

5.5. The VIP membership runs for an indefinite period and can be terminated by you at any time within your account or by contacting us at [support@justfab.co.uk](mailto:support@justfab.co.uk) or on 020 3695 3830 Further details on the termination of your VIP membership (expiration, contact details, etc.) are explained on our [»help pages at https://support.justfab.com/hc/en-gb/sections/360008142871-VIP-Membership](#)

5.6. If you cancel your VIP membership and choose to continue in a basic membership, your Credits will remain on your basic membership and you can Shop with these. If you cancel both your VIP membership and your basic membership, your Credits will be cancelled and you will not be able to redeem, spend or Shop with these following your cancellation. You will be notified at the point of cancellation if your cancellation will result in the loss and deletion of Credits, and you will have the option at that point to Shop to use those Credits prior to activating your cancellation.

## **6. JustFab Credits: acquisition, redemption, validity**

6.1. If you do not Skip or Shop in a month according to [»Section 5.4](#), we will charge your specified payment method with the agreed VIP membership fee. You will then be credited with a Credit in that amount on your member account. This Credit is an electronically available means of payment for Products on JustFab; a Credit does not have a cash value and cannot be redeemed or exchanged for cash. For more information on how to use your Credits for a Shop at JustFab, please click [here](#).

6.2. If you choose to Shop and pay in Credits then any refund to which you might be entitled under applicable law in relation to that Shop will be refunded in Credits (not cash).

6.3. You can check at any time in your member account how many Credits your member account has. PLEASE NOTE: that Credits that have been accrued but not used for a period of twelve (12) months will expire and will be deleted from your account. We will always send you a notification prior to such deletion, to provide you with a reasonable opportunity to use the expiring Credits before they are deleted from your account.

6.4. Credits are not transferable to any other person.

6.5. Nothing in these Terms affects your statutory rights.

## **Orders, delivery and return of Products**

### **7. Purchase of Products**

7.1. If you place an order of Products and we accept that order, a binding standalone purchase contract (“Purchase Contract”) between you and us is concluded in the manner described in the following provisions.

7.2. The images of the Products on the JustFab site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images. The packaging of the Products may vary from that shown in images on the website.

7.3. The presentation of the Products on our website is not a legally binding contract offer on our part, but only a non-binding invitation to you to order Products. Only when you order a Product you submit a binding offer to conclude a Purchase Contract for this Product by clicking on the order button.

7.4. On the webpage where you can submit your order by clicking the order button, we summarize the content of your order again. This allows you to check the entries and, if necessary, correct input errors by using the navigation buttons of your Internet browser or corresponding navigation functions on our website to switch to the webpage on which your information was recorded. You are responsible for ensuring that your order is complete and accurate. The order process is available in the English language. You can also cancel the order process at any time by closing the internet browser.

7.5. An automatically generated confirmation of receipt after sending the order, which we can combine with an order confirmation, is not yet an acceptance of the offer but simply an acknowledgement of your order. If we accept your order, we will send a confirmation of this Purchase Contract by e-mail. Each order, if accepted, constitutes a separate Purchase Contract between you and us. If we cannot accept your order, we will inform you of this. If your order is rejected and you have signed up for a VIP membership as part of that order, your VIP membership will automatically be converted to a basic membership after the rejection. Of course, you are welcome to become a VIP member again at any time by placing another order to purchase the VIP membership again in the context of your order of Products, at the conditions offered only to VIP members.

7.6. In order to give as many members as possible the opportunity to order the Products, we only accept orders

that include usual household quantities.

## 8. Storage and availability of the Terms

8.1. This version of the Terms can be printed out, saved or downloaded here as a [»PDF](#) and saved on your PC or mobile device using the appropriate functions of your browser. In addition, you will receive them from us after completion of your order in an e-mail in which, in accordance with the legal requirements, the content of the order is once again reproduced. You can also print or save this e-mail. Finally, we store your order in your member account. You can access it there after logging in.

8.2. You can read the current Terms at any time on our website. If your order has been placed some time ago and the Terms have been changed in the meantime, the version of the Terms in the e-mail sent after the order has been placed shall apply to you, unless we have effectively agreed changes to this version with you in the meantime. Then the amended version shall apply. We will be happy to send you the original version of the Terms that applies to you by e-mail upon request.

## 9. Prices, shipping costs, price adjustment

9.1. The prices stated at the time of ordering the Product apply, which differentiate between the prices for basic members and VIP members. If you activate your VIP membership with the order, the prices of the VIP membership are already valid for you. The indicated prices include the legal sales tax and other price components. In addition, there are costs for packaging and shipping, unless free shipping has been agreed and these are all displayed on the website and again at the checkout.

9.2. We reserve the right to adjust the cost of the monthly VIP membership fee after conclusion of the contract if the procurement or provision costs ("**Total Costs**") attributable to the price for VIP membership in the United Kingdom market increase due to changes in market conditions and we are unable to compensate for this increase when balancing it against declining other cost factors ("**Total Cost Increase**"). We may only adjust the price of VIP membership by an amount necessary to offset a Total Cost Increase, but not to generate additional margin. We can only effect a price increase once per calendar year. We also agree to pass on reductions in Total Costs to you. Our assessment basis for the calculation of Total Costs are changes in the following cost elements, whereby the weighting of the individual cost element for the calculation of our Total Costs decreases from left to right: government-imposed fees, levies and taxes (excluding value-added tax), tariff wages, stock exchange prices, changes in import duties and costs for the technical provision and distribution of our services. In addition, we reserve the right to adjust the price of the VIP membership fee (i) in the event of an increase in the statutory value-added tax applicable to the price of the VIP membership (and are obliged to reduce the price in the event of a reduction thereof) or (ii) in the event of a significant change in the consumer price index of the Office for National Statistics in accordance with the significant changes; a significant change is deemed to be an increase of 0.5 percentage points or more compared to the same period of the previous year.

9.3. Price changes pursuant to [»Section 9.2](#) shall apply at the earliest [thirty (30)] days after the date of our e-mail notification to your last registered e-mail address. Your right to terminate the VIP membership according to [»Section 5.5](#) remains unaffected.

## 10. Availability, delivery and shipping

10.1. The Products offered by us have a delivery time of approximately five days, unless we explicitly state otherwise at the beginning of the order process or in your order confirmation.

10.2. Unless otherwise agreed during the ordering process, we deliver Products only to addresses within the United Kingdom.

10.3. If our supply of the Products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

10.4. If no one is available at your address to take delivery of the Products, we will leave you a note informing you of how to rearrange delivery or collect the Products from a local depot. If you do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

## **11. Payment of the purchase price and payment of Products**

11.1. The purchase price is due immediately unless a later payment date has been agreed prior to order confirmation.

11.2. For the payment of the purchase price we offer different payment methods, which are displayed at the beginning of the order process. You can choose between these payment methods during the order process or when activating your VIP membership. If you have Credits on your account, you may also redeem these at the checkout by way of payment for Products.

## **12. Retention of title**

A Product shall remain our property until the full payment of the purchase price.

## **Cancellation and refunds in relation to individual Purchase Contracts for Products**

### **13. Cancellation of / changes to a Purchase Contract**

13.1. Each time that you place an order for Products, you enter into a Purchase Contract with us. You have a legal right to change your mind and cancel the Purchase Contract between you and us within fourteen (14) days of delivery of your Products without giving a reason. This right, under the Consumer Contracts (Information, Cancellation and Charges) Regulations 2013, is explained in more detail below. Please note that the right to change your mind does not apply to any bespoke Products that you purchase from us (i.e. Products that we create to your specification or are clearly personalised).

13.2. The cancellation period will expire fourteen (14) days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Products falling under that individual Purchase Order. You may cancel the Purchase Contract in respect of all Products delivered or in respect of certain of the Products only. Where you order multiple Products in one order or a Product is delivered in separate parts, lots or pieces, the cancellation period will expire fourteen (14) days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last Product, part, lot or piece that makes up your Purchase Contract.

13.3. To exercise the right to cancel, you must inform us of your decision to cancel the Purchase Contract with us by making a clear statement (e.g. a letter sent by post or email). The easiest way to do this is to contact our Customer Services team at [support@justfab.co.uk](mailto:support@justfab.co.uk) or by telephone from Monday to Friday, 8:00 to 20:00 and from Saturday to Sunday from 10:00 to 18:00 under the telephone number 020 3695 3830 (local rate). You may use the following model cancellation form but you are not required to do so:

Model Cancellation Form	To: TechStyle Fashion Group Ltd, 25 Wilton Road, London SW1V 1LW E-mail address: support@justfab.co.uk I/We(*) hereby give notice that I/We(*) cancel my/our (*) contract for the supply of the following services (*) Ordered on(*) / received on(*) Name of consumer(s), Address of consumer(s), Signature of consumer (only if this form is notified on paper) Date  (*) Please delete if not applicable
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13.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of your right to cancel before the cancellation period has expired.

13.5. We will send you an acknowledgement of receipt of your notice to cancel by email.

13.6. If you cancel a Purchase Contract with us, we will reimburse you all payments received from you, including the cost of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us and for any deductions permitted under Section 13.9) relating to the Products in question.

13.7. We will make the reimbursement without undue delay and not later than: (a) fourteen (14) days after the day we receive back from you any Products supplied; or (b) (if earlier) fourteen (14) days after the day you provide evidence that you have returned the Products; or (c) if there were no Products supplied, fourteen (14) days after the day on which we are informed about your decision to cancel the Purchase Contract.

13.8. We may withhold reimbursement until we have received the Products back or you have supplied evidence of having sent back the Products, whichever is the earliest.

13.9. We may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. You are only liable for any diminished value of the Products resulting from the unfair and/or unreasonable wear and tear of the Products other than what is necessary to establish the nature, characteristics and functioning of the Products. We may make a deduction from any reimbursement (you are entitled to from us) for such loss in value of any Products we supply.

#### *How to return Products*

13.10. If you wish to exercise your rights to a refund under this Section, you must return those Products to us. We will pay the costs of return provided that you use the free return methods that we offer on the website at [»Shipping & Returns](#).

13.11. Otherwise, you can post Products back to us at the following address, at your own cost and risk:  
 TechStyle Fashion Group Ltd, c/o Bleckmann Solutions B.V.  
 Maarten de Vriesstraat 18-20  
 5975 RW Sevenum Netherlands

#### *Refund payments*

13.12. We will make the reimbursement using the same means of payment as you used for the initial transaction;



you will not incur any fees as a result of the reimbursement. **This means that if you redeemed Credits to place your order (instead of paying using a payment card), your will be refunded in Credits.** In the case of Credit reimbursements, a Credit will be debited to your member account.

### *Other refunds*

13.13. You have legal rights in relation to Products that are not as described, faulty or otherwise not fit for purpose. If you believe that any Products that you have ordered do not conform with these Terms please contact our Customer Services Team to request a replacement or refund.

13.14. 13.14 We are under a legal duty to provide you with Products that are in conformity with the terms applying to your Purchase Contract. Nothing in these Terms affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

## **Our liability**

### **14. Liability**

14.1. Nothing in these Terms excludes or limits our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation; and
- c. any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

14.2. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed JustFab.

14.3. We only supply JustFab for domestic and private use. You agree not to use JustFab for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4. We are not liable for any loss or damage suffered by you as a result of your negligence whilst using JustFab.

14.5. We assume no responsibility for the content of websites or mobile applications linked to via JustFab (including links to our commercial sponsors and partners). Such links should not be interpreted as endorsement by us of those linked websites or mobile applications. We will not be liable for any loss or damage that may arise from your use of them.

14.6. Save as set out in section 14.7 below in respect of a VIP membership, our aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms, whether in contract, tort (including negligence) or otherwise shall not exceed £100.

14.7. In respect of a VIP membership, instead of the limit in section 14.6, your aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms whether in contract, tort (including negligence) or otherwise shall not exceed the greater of: (i) amount of the VIP membership fees paid by you for the calendar month during which the liability arose; and (ii) £100.

14.8. To the extent we have limited or excluded our liability, this shall apply in the same way to the liability of our legal representatives, employees, and authorized agents.

Your liability

14.9. If you materially or repeatedly breach any of the Terms we may immediately do any or all of the following (without limitation):

- a. issue a warning to you;
- b. withdraw your right to access/use your account;
- c. suspend or terminate your account and/or your membership;
- d. issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
- e. take further legal action against you; and/or
- f. disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

14.10. If we terminate your membership in accordance with these Terms then:

- a. all rights granted to you under these Terms shall cease;
- b. you will no longer be able to access your account or any information stored there;
- c. you will no longer be able to place orders for Products; and
- d. any Credits that you have accrued on your account will be deleted irreversibly and will not be available for your access/use.

## **15. Intellectual property rights**

We exclusively reserve all of our intellectual property rights and they may not be used by members or third parties, either online or offline, without our written consent.

## **16. Reservation of right to change**

We reserve the right to revise and amend these Terms and conditions (if, for example, there is a change in law or security reasons that means we need to make a change). We will provide you with at least [thirty (30)] days advance notice of such changes, unless such changes are required on shorter notice to comply with applicable law. If you do not wish to continue using JustFab following the changes to these terms and conditions, you can cancel your membership. Any use of JustFab after the expiry of the thirty (30) day notice period will be deemed acceptance by you of the changed Terms. Notwithstanding the foregoing, the Terms that applied at the time that you placed an order for Products shall still apply in respect of that past order.

## **17. Governing law and jurisdiction**

17.1. These Terms are governed by English law. This means that your access to and use of the JustFab website, your purchase of Products, your membership, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.

17.2. You may bring any dispute which may arise under these Terms to, at your discretion, either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the United Kingdom. We shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is within the United Kingdom.

17.3. If you are a consumer and are resident in the United Kingdom and we direct the JustFab offering to (and/or pursue our commercial or professional activities in relation to the website in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

## **18. Miscellaneous**

18.1. Should individual provisions of these Terms be or become invalid in whole or in part, or should these Terms contain a gap in the provisions, the validity of the remaining provisions or parts of such provisions shall remain unaffected. The invalid or missing provisions shall be replaced by the respective statutory regulations.

18.2. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

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