TERMS AND CONDITIONS

To get you started, please read the following important information:

- Fabletics is a membership service. It's free to register for an account, and there's no obligation to purchase.
- You may purchase as many products as you wish at regular prices as a guest member, or choose to become a VIP Member to receive exclusive VIP Members-only pricing and other perks.
- You become a VIP Member when you checkout using the VIP option:
 - You'll receive a handpicked monthly selection of looks at VIP Members-only pricing starting from £44 per outfit, along with other perks
 - It's your responsability to sign into your account and either shop or click "skip the month" by the 5th of the month. If you don't take action between the 1st and the 5th of the month, you'll be charged 44 for a member credit on the 6th. You can use your credits at any time to shop on the website.
- We only sell to individuals, and not traders or businesses
- You have a statutory right to withdraw from any purchase for a full refund within 14days. In addition, we offer a 30-day period for exchanges or return for credits.

Please note the information above is provided for your convenience only It doesn't alter or replace our terms and conditions below, which we encourage you to read carefully.

TERMS AND CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website www.fabletics.co.uk ("Site") to you or grant you access to our Fabletics VIP Membership Programme (collectively "the Services"). Please read these terms and conditions carefully before using our Site. You should understand that by using our Site, you agree to be bound by these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to access the Services.

1. INFORMATION ABOUT US

- 1.1 We operate the website www.fabletics.co.uk. We are JustFab (UK) Limited, a company registered in England and Wales under company number 08097376 and with our registered office at 38 St Martin's Lane, London, WC2N 4ER ("we, us or Fabletics").
- 1.2 We shall perform our obligations under these terms and conditions with reasonable skill and care. We place great value on our member satisfaction. You may contact us at any time using the contact details given above or sending an email to support@fabletics.co.uk or calling us on 020 36953 831 (Mon-Fri 8:00AM to 8:00PM) with any comments or suggestions.

2. YOUR STATUS

By placing an order through our Site or using the Fabletics VIP Membership Programme, you warrant that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are at least 18 years old; and
- (c) you are the authorised user of the credit or debit card used to access the Services.

3. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our <u>privacy policy</u>. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND FABLETICS

After placing an order for a Product or subscribing to any of our membership services, you will receive an email from us acknowledging that we have received your order or subscription request. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to purchase our Product or Services. All orders and subscription requests are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the Product has been dispatched or that you are now subscribed to our Services ("Confirmation Receipt"). The contract between us ("Contract") will only be formed when we send you the Confirmation Receipt.

5. FABLETICS MEMBERSHIP

5.1 Fabletics provides a monthly membership programme that grants you access to style experts and the latest sports and lifestyle trends. To get started, simply take our Lifestyle Quiz. Next, you must register and create a member account through our Site ("Account"). After you have successfully created an Account, you will have the option to purchase your favourite item(s) from the 'My Outfit' section of your Account. There is no registration fee and no obligation to purchase.

- 5.2 To become a Fabletics VIP Member, simply purchase any Product on our Site and select the 'VIP Member' pricing option offered at checkout and you will be automatically enrolled in the Fabletics VIP Membership Programme ("Fabletics VIP Membership"), which includes the monthly, automatic style purchase feature ("Monthly Options"). As a Fabletics VIP Member, our experts will send you a customised selection of Products on the 1st day of every month ("Selection"). You will also receive emails, newsletters, special offers and other updates to maximise your shopping experience.
- 5.3 The subscription fee for the Fabletics VIP Membership Programme is set out below under "Price and Payment". Your subscription fee will be credited to your Account ("Credit") and can be redeemed against our Products each month.
- As a Fabletics VIP Member, you will have the option to purchase Fabletics branded Products to the value of your Credit. You may purchase additional Products using other means of payment. In addition, from time to time, the Site will offer for purchase additional specialty items created exclusively for Fabletics by premier trendsetting partners. In order to bring you the most fabulous sport and livestyle trends not offered anywhere else, these exclusive Products may be offered at prices outside of your Credit for which you will be required to pay an additional amount.
- 5.5 If you wish to terminate your Account or Fabletics VIP Membership, you may call our member services number on 020 36953 831 or inform us in writing at JustFab (UK) Ltd., 8-10 Dryden Street, London, WC2E 9NA.

6. HOW FABLETICS VIP MEMBERSHIP WORKS

As a Fabletics VIP Member, you will be required to take action by the 5th day of every month by selecting one of the following options. These options can be selected through your online Account:

- (a) 'Make A Purchase.' You may make a purchase of a Product. You may purchase additional Products as well.
- (b) 'Skip This Month'. There is no obligation to select and buy a Product each month. Should you decide not to select a Product for any given month, simply login to your Account and select the 'Skip This Month' option by the 5th day of the month and you will not be charged that month. If you do not select the 'Skip This Month' option by the 5th day of the month, you will be charged the subscription fee and you will receive one Credit.

7. CREDITS

Each Credit can be redeemed for the purchase of any Product priced at £44 in any future month. If you have multiple credits, you may redeem them together or separately, in a single month or gradually over time. Credits have no cash value and can only be redeemed toward purchasing a Product. Credits cannot be used to pay your monthly subscription fee. Credits may only be used towards discounts and promotions at our discretion. You can also gain Credits by returning a Product for a Credit (in accordance with our Refunds and Exchange Policy below).

8. ACCOUNT CONFIDENTIALITY AND ACCESS

8.1 You are solely responsible for maintaining the confidentiality of your Account, all activities occurring under your Account and all access to and use of the Site by anyone using your Account, whether or not such activities and access are actually authorised by you, including but not limited to all communications, transactions and obligations. We shall not be liable or responsible for any loss or damage arising from any unauthorised use, access or any other breach of security of your

Account, including but not limited to your member sign-in password and email address. You acknowledge and accept that your use of the Site is in compliance with these terms and conditions. You further acknowledge and accept that Fabletics shall have no obligation to investigate the authorisation or source of any Account activity, including purchase activity following a proper log-in to the Site, which is identified by a matching and current member sign-in and user password. You shall notify us immediately of any unauthorised access to your Account or any other unauthorised use of the Site.

8.2 We may, without prior notice, immediately terminate, limit your access to or suspend your Account based on any of the following: (a) breach or violation of these terms and conditions; (b) upon request by law enforcement; (c) unforeseeable technical or security issues or problems; (d) extended periods of inactivity; or (e) fraudulent, deceptive or illegal activity, or any other activity which we believe is harmful to the Site or our business interests. You agree that any termination, limitation of access and/or suspension shall be made in our sole discretion and that we shall not be liable to you or any third party for the termination, limitation of access and/or suspension of your Account.

9. DELIVERY

As soon as your order is dispatched, you will be provided with a tracking number via email. You can also find your order details and tracking information on the 'Order History' tab within your Account. Your order will be fulfilled by the delivery date set out in the Confirmation Receipt. The Products will normally be delivered within 8 working days unless there are exceptional circumstances. We do not offer delivery outside of the UK.

10. RISK AND TITLE

- 10.1 The Products will be at your risk from the time of delivery.
- 10.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

11. PRICE AND PAYMENT

- 11.1 The price of the Products and our delivery charges will be as quoted on our Site from time to time, except in cases of obvious error.
- 11.2 The monthly subscription fee for the Fabletics VIP Membership Programme is £44. We will not be liable for any overdraft fees or any other charges that you may incur by us debiting the subscription fee from your bank account.
- 11.3 Prices are inclusive of VAT.
- 11.4 Product prices, subscription fees and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation Receipt.
- 11.5 Our Site contains a large number of Products and it is always possible that despite our best efforts, some of the Products listed on our Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Site, we at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

- 11.6 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Confirmation Receipt, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error.
- 11.7 Payment for all Products or Services must be by credit or debit card or PayPal. We will not charge your credit or debit card until we dispatch your order. In the case of Fabletics VIP Membership, we will debit your credit or debit card each month.

12. OUR REFUNDS AND EXCHANGE POLICY

- 12.1 If for any reason you are not happy with your Product, you have the following options:
 - (a) Statutory right to withdraw from the Contract of purchase

If you are contracting as a consumer, you have the right to withdraw from the Contract of purchase within 14 days without giving any reason. In this event, we will carry out reimbursement using the same means of payment as you used for the initial transaction. The withdrawal period will expire after 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 goods. Direct costs incurred in the return of such Products will be borne by you. Read more about your right to withdrawal.

(b) Contractual right to cancel the Contract of purchase

In addition to the statutory right of withdrawal, we grant you a 30-day period to exchange a Product for another Product, or return it for a Credit. Your right to withdraw your purchase will expire after 30 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 goods. Direct costs incurred in the return of such Products will be borne by you where none of the free return methods addressed in our Delivery & Returns page are used. Please bear in mind that if you wish to return the Products to us freight collect we may charge you any costs occurred for the return costs. This provision does not affect your statutory rights.

(c) Return of defective Products

In circumstances you consider that the Product does not conform to the Contract at the time of delivery, you should promptly contact us and return the Product. We will examine the returned Product and will notify you of your refund via email within a reasonable period of time. If we agree the product is defective, we will carry out reimbursement using the same means of payment as you used for the initial transaction. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you were entitled to a refund. We will refund the price of a defective Product in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us subject to proof of delivery charges.

- 12.2 Our Delivery & Returns policy entailing all information with regards to return methods and arrangements apply. You have the legal obligation to take reasonable care of the Product(s) while they are in your possession and return them in the same condition in which you received them. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 12.3 In case of a cash refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. Any items purchased with a Credit can only be exchanged for another Product or returned for a Credit. We may withhold the reimbursement until we have received the Product back.

13. RIGHT OF WITHDRAWAL OR TERMINATION OF THE FABLETICS VIP MEMBERSHIP

- 13.1 You have the right to withdraw from your Fabletics VIP Membership within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. Read more about your withdrawal right.
- 13.2 You may terminate your Fabletics VIP Membership at any time. If you wish to terminate your Fabletics VIP Membership please inform us in writing at JustFab (UK) Ltd., 38 St Martin's Lane, London, WC2N 4ER. There is no termination fee and we will not charge you any further monthly subscription following notification of your cancellation. Please be advised that an Account may only be terminated by the registered Fabletics VIP Member.

14. RATIO BETWEEN WITHDRAWAL RIGHTS

If not expressly stated otherwise, the withdrawal rights exist in parallel. In particular, the right of withdrawal from the purchase (see Sec. 12) and the right of withdrawal from the Fabletics VIP membership (see Sec. 13) coexist. If you only withdraw from your Fabletics VIP membership but do not withdraw from the purchase, we will not ask you to pay the difference between the regular price and the VIP price.

15. OUR SITE

- 15.1 Your use of the Site for any illegal or unauthorised purpose is expressly prohibited. In consideration of your use of the Site, you agree to provide true and accurate information about yourself when creating an Account, and update your Account from time to time to keep it accurate. If you provide, or we have reasonable grounds to suspect that you have provided, information that is untrue, inaccurate, not current or incomplete, we reserve the right to suspend and refuse any and all current or future access by you to the Site or any portion thereof. Furthermore, if we have any reason to believe that you may be creating fraudulent accounts or engaging in any deceptive behaviour while using the Site, we may suspend and refuse any and all current or future access by you to the Site or any portion thereof and may also refuse to honour any credits or other earned benefits.
- 15.2 We reserve the right at any time to modify or discontinue, temporarily or permanently, the Site or any part thereof with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of this Site or any part thereof.
- 15.3 The Site may be linked to other websites. You acknowledge and agree that we will not be responsible for the availability of such external websites, and do not endorse and are not responsible or liable for any content, advertising, products and/or other materials on or available from such websites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.
- 15.4 By connecting to our Site with a third-party service (e.g., Facebook or Twitter), you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For more information on the types of information we collect from these third-party services, please read our Privacy Policy.

16. COPYRIGHT

Unless otherwise indicated, the Site and all content contained therein, including but not limited to text, photographs, images, icons, graphics, trademarks, trade names, logos and software ("Content"), is owned by us and protected by applicable law. You agree not to copy, publish, use, display, transmit, modify, transfer, sell, reformat, distribute, create derivative works from, or in any way exploit the Content without our prior written approval. In addition, any mechanised or systematic processes for harvesting information from the Site for any purpose are prohibited. Nothing contained in or on the Site should be construed as granting any licence or right, by implication or otherwise, to use any of the Content at any time.

17. INDEMNIFICATION

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents and employees harmless from any and all liabilities, claims, demands, actions, losses, obligations, judgments, proceedings, damages, expenses and costs (including reasonable legal fees), based upon, arising from or related to (a) information or content submitted, transmitted or otherwise made available on or through our Site by you or any other person accessing the Site using your Account; (b) the use of, or connection to, this Site by you or any other person accessing the Site using your Account (including negligent or wrongful conduct); or (c) your breach or attempted breach of these terms and conditions.

18. DISCLAIMER OF WARRANTIES

- 18.1 YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND THE SERVICES OFFERED ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.
- 18.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 18.3 WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT THE OPERATION OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR AS TO THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE, UNLESS OTHERWISE SPECIFIED IN WRITING.

19. OUR LIABILITY

- 19.1 Subject to clause 18.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products or your monthly subscription fee.
- 19.2 Subject to clause 18.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses result from our deliberate breach:
 - (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of profits;

- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time.

However, this clause 18.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 19.2.

- 19.3 Nothing in this agreement excludes or limits our liability for:
 - (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979:
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- 19.4 Where you buy any Product from a third party seller through our Site, the seller's individual liability will be set out in the seller's terms and conditions.

20. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that we may contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

21. NOTICES

All notices given by you to us must be addressed to JustFab UK Ltd., 38 St Martin's Lane, London, WC2N 4ER. We may give notice to you at either the email or postal address you provide to us when placing an order or creating your Account, or in any of the ways specified in clause 19 above. Notice given by us will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

- 22.1 The contract between you and us is binding on you and us and on our respective successors and assignees.
- 22.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 22.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

23. EVENTS OUTSIDE OUR CONTROL

- 23.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 23.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks; and
 - (f) the acts, decrees, legislation, regulations or restrictions of any government.
- 23.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

24. WAIVER

- 24.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 24.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 24.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 21 above.

25. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

26. ENTIRE AGREEMENT

26.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous

discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

- 26.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
- 26.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- 26.4 Nothing in this clause limits or excludes any liability for fraud.

27. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 27.1 We have the right to make changes to our these terms and conditions from time to time as may be required to reflect new commercial, statutory or regulatory requirements of our business. You agree to be legally bound by our terms and conditions and policies in force from time to time (in respect of, without limitation, your ordering of Products or subscription to our Fabletics VIP Membership Programme) so please check back regularly for any changes.
- 27.2 More specifically, the legally binding terms in respect of any order of Products will be those in place at the time that we send you the Confirmation Receipt for that specific order (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within fourteen working days of receipt by you of the Confirmation Receipt).

28. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

07/2014

Right of Withdrawal

Right of Withdrawal of the Contract for Product Purchase

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 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 goods. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (letter sent by post, or email, or phone call) to the following address:

JustFab (UK) Ltd. 38 St Martin's Lane London, WC2N 4ER

Email: support@fabletics.co.uk Telephone: 020 36953 831

You may use the attached withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to:

JustFab (UK) Ltd.

c/o Bleckmann Solutions B.V. VE-Commerce Logistic Campus John Hicksstraat 22 Trade Port Noord 5928 RR Venlo, The Netherlands

without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Right of Withdrawal of the VIP Membership Account

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (letter sent by post, email or phone call) to the following address:

JustFab (UK) Ltd.

38 St Martin's Lane London, WC2N 4ER Email: support@fabletics.co.uk

Telephone: 020 36953 831

You may use the attached withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.