

SUBSCRIPTION TERMS AND CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which we will supply to you the products (Products) you subscribe to receive via our website www.bimble.co (our site). Please read these terms and conditions carefully before agreeing to place a product subscription. You should understand that by subscribing to receive our products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. YOUR STATUS

By placing an order through our site, you warrant that:

- 1.1 You are legally capable of entering into binding contracts; and
- 1.2 You are at least 18 years old;
- 1.3 You are resident in one of the Serviced Countries; and
- 1.4 You are accessing our site from that country.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 After completing signup, you will receive an e-mail from us acknowledging the agreement and confirming the products you have selected to receive, the frequency you wish to receive them, and your chosen order date. Please note that this does not mean that your subscription has been accepted.

2.2 The subscription plan consist of recurring periodic charges as agreed to by you, which will be confirmed via email 3 days prior to any charge to your card. By entering into this Agreement, you acknowledge that your subscription has a recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Bimble may submit periodic charges (e.g., monthly) without further authorisation from you, until you provide prior notice that you have terminated this authorisation or wish to change your payment method or suspend your subscription. Such notice will not affect charges submitted before Bimble reasonably could act. To terminate your authorisation or change your payment method, please contact us at service@bimble.eu or email via our website contact form.

2.3 By subscribing to our Services you are agreeing to pay recurring periodic subscriptions for an indefinite time until cancelled by you, on the subscription terms set out in the application you have completed. You can cancel your subscription at any time. You will not be charged for any cancellation. You can re-subscribe at any time

following your cancellation, but we reserve the right not to permit re-subscription where we have previously elected to terminate a subscription by you.

2.4 Account Cancellations. If you wish to cancel your monthly subscription with us, you must cancel 24 hours before your next payment is due to be collected, in order to avoid receiving the current subscription products. Customers cancelling after their payment has been taken will receive the following months shipment as their last shipment.

2.5 We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reasons for our decision.

3. CONSUMER RIGHTS

3.1 If you are contracting as a consumer, you may cancel a Contract at any time within fourteen days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 7 below).

3.2 To cancel a subscription, you must email us at service@bimble.eu or email via our website contact form. You must also return the Products to us as soon as reasonably practicable. You must pay the cost of returning the Products. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

4. AVAILABILITY AND DELIVERY

4.1 Your order will be fulfilled on the dispatch date you selected when you confirmed your subscription, unless there are exceptional circumstances. Bimble will aim to notify you in reasonable time if there will be a delay in dispatch. Delivery is usually between 2-4 working days of the dispatch date in the UK, and from 5 working days for international shipments. Bimble cannot accept responsibility for any delays in delivery that are out of our control.

4.2 Deliveries are made to the address provided during signup, unless written notification to change this delivery address is provided by you. Bimble cannot accept responsibility for deliveries that do not reach the customer due to an incorrect delivery address being provided.

5. RISK AND TITLE

5.1 The Products will be at your risk from the time of delivery.

5.2 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.

6. PRICE AND PAYMENT

6.1 The price of the Products and our delivery charges will be as confirmed via email prior to each shipment.

6.3 Product prices and delivery charges are liable to change at any time, but any changes will be notified in advance via email.

6.4 Payment for all Products are processed via our secure card processing service Stripe.

7. OUR REFUNDS POLICY

7.1 If you return a Product to us:

7.1.1 Because you have cancelled the Contract between us within the fourteen-day cooling-off period (see clause 3.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you may be responsible for the cost of returning the item to us (see clause 3.2).

7.1.2 For any other reason (for instance, because you have notified us in accordance with clause 17 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. 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 e-mail 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.

7.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8. WARRANTY

We warrant to you that any Product purchased from us through our site will, on delivery, conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

9. OUR LIABILITY

9.1 Subject to clause 9.2, if we fail to comply with these terms and conditions we shall only be liable to you for the purchase price of the Products.

9.2 Nothing in this agreement excludes or limits our liability for:

9.2.1 Death or personal injury caused by our negligence;

9.2.2 Fraud or fraudulent misrepresentation;

9.2.3 Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;

9.2.4 Defective products under the Consumer Protection Act 1987; or

9.2.5 Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

10. 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 communication with us will be mainly electronic. We will contact you by e-mail 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.

11. NOTICES

All notices given by you to us must be given to Bimble at service@bimble.eu. We may give notice to you at either the e-mail or postal address you provide to us when signing up to a Subscription, or in any of the ways specified in clause 10 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail 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 e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12. TRANSFER OF RIGHTS AND OBLIGATIONS

12.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

12.2 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. This does not affect your right to cancel the Contract at any time subject to clause 2.4 above.

12.3 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.

13. EVENTS OUTSIDE OUR CONTROL

13.1 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).

13.2 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:

13.2.1 Strikes, lock-outs or other industrial action;

13.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

13.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

13.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

13.2.5 Impossibility of the use of public or private telecommunications networks; and

13.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

13.3 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.

14. WAIVER

14.1 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.

14.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

14.3 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 10 above.

15. 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.

16. ENTIRE AGREEMENT

16.1 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.

16.2 We each acknowledge that, in entering into a Contract, neither of us relies on 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.

16.3 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.

16.4 Nothing in this clause limits or excludes any liability for fraud.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

17.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.1 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (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 Products).

18. 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.