

## Goodiebox - Terms & Conditions

**Who we are:** We are Goodiebox ApS., a company registered in Artillerivej 86, 5th floor, 2300 Copenhagen, Denmark, CVR no. 34 08 72 88 (together with our subsidiaries, parent, or sister companies, “Goodiebox”, “we”, “us”, “our”).

**What are these terms:** Depending on your location, you will land on different subdomains of our website or webshop, all operated by Goodiebox and referred to as our “Websites” or “Goodiebox webshops”. These Terms and Conditions (the “Terms”) apply to any interaction we may have; if you access and use our Website, if you subscribe to one of our services, or when you purchase a product (together, our “Subscriptions” or “Products”). These Terms and any applicable privacy policies, additional terms, or updates, constitute your agreement with Goodiebox.

**Please note that** before submitting an order, you acknowledge that you have read, understood and agreed to be bound and abide by these Terms. Should you have any questions, you can always contact us. It is important that you understand these Terms as they intend to protect you, as a consumer. If you do not agree to these Terms, you should not use or access our Website, nor order our Subscriptions or Products. The offers available on our Websites and on Goodiebox webshops are directed exclusively at consumers who conclude the purchase for a purpose that cannot be attributed to their commercial or professional activity, and solely for personal use.

**Changes to the Terms:** You are bound by the conditions that apply at the time you place your order with Goodiebox. Sometimes we may modify our Terms to reflect any changes to our Subscriptions, Products, and offerings. In this case, we may post the update directly on our Website and it would then apply to you from the moment it is updated, unless the change is material or significant. In this case, we will inform you in advance and you will have fourteen (14) days from the moment we sent you the notification to object by email (and therefore cancel your active Subscription and/or refrain from ordering our Products going forward).

### 1. Agreement formation and frequency

#### 1.1. Starting a Subscription or placing a Webshop order

You can only order a Subscription or a Product if you are 18 years old or older. As a registered user (a “Member”) you are only entitled to have one account with Goodiebox (whereas you can have multiple subscriptions linked to the same member account), and we reserve the right to detect and investigate should we suspect that you have multiple accounts, ultimately leading to a suspension as necessary.

Once you have ordered a Subscription or a Product, we will confirm the transaction by sending you a confirmation message to the email address you provided. The agreement between you and us only starts after we have sent you the confirmation email, or when the Product is being delivered to you. The confirmation of receipt of the order that immediately follows your order does not constitute an acceptance of the contract from us, and the presentation of Products is not a legally binding offer, but a non-binding online catalog. By completing the order, you are placing a binding order for the Product(s) you wish to purchase. It is Goodiebox’ sole responsibility and at its sole discretion to accept entering into an agreement with you. All descriptions, images, references, features, content, specifications, and price of Products described on the Website are subject to change at any time and without notice (products available in the Goodiebox webshops are subject to the stocks and the agreements with the brands we collaborate with). Therefore, the inclusion of any products does not imply or warrant that these products will be available at all times.

Your Subscription will continue until its cancellation, as described in section 9.1. below.

#### 1.2. Country specific Websites

Depending on your location, we may offer different Products and services. Thus, you should ensure you have landed on the correct subdomain of our Website, and you are not allowed to use a VPN or any other means to land on a different country page. We reserve the right to reject an order if it was placed incorrectly (*e.g., if you live in Denmark, you should not try to place an order from our Belgian webpage and, for logistics reasons, we may cancel your order even after you received a confirmation email*).

### 2. Price and payment

#### 2.1. Prices of Products and Subscriptions

With the exception of obvious errors (not limited to typographical errors), the prices stated on the Websites include VAT and apply at all times. Any additional fees which may apply from time to time (such as for example any energy fee or shipping fee) will be added to your cart before you proceed to payment or otherwise available via your member account (also called “Member Universe”).

In case of a Subscription price change, we would inform you and you would have at least fourteen (14) days from the moment you receive the notification by email to object. Your objection would then result in your Subscription being terminated unless you have paid in full (e.g., for prepaid subscriptions or for subscriptions with commitment where the subscription would only end at the end of the fixed period). Goodiebox will not be held responsible in case a member did not provide their accurate details and, by way of consequence, did not receive prior notification. Members are responsible for checking all their inbox folders, and Goodiebox can not be held responsible if the notification lands in the spam.

The same goes in case of change regarding any additional fees. If the price to pay is impacted, you will be informed reasonably in advance to have the possibility to object and cancel your Subscription. This means that if you did not object after you were duly informed, Goodiebox will be entitled to charge the new or modified fee on top of your next regular payment fee, and up until you decide to cancel your Subscription. Goodiebox will not be responsible if you provided inaccurate contact details, and no refund will be possible accordingly.

Please note that prices of our Subscriptions and Products may vary depending on the offer you choose, eg. if you have two active Subscriptions, you may be offered a special price which would expire upon canceling one of the Subscriptions (and you would then get the regular price of Subscription).

## **2.2. Regular Payment Schedule and Onboarding Schedule (Billing cycles)**

The Subscriptions usually consist of a fee due according to a regular schedule (the “Regular Payment Schedule fee” which is charged on the “capture date”), such as for example a monthly or quarterly fee for our Classic or Crush boxes. When you subscribe, you agree to pay such a Regular Payment Schedule fee, up until the agreement is terminated, either by you if you cancel your Subscription, or by us upon our sole discretion and unless you have subscribed to a fixed-term offer with upfront payment (*when available*). The first payment is due immediately upon starting your Subscription. Depending on the date when you sign up, the next 1-3 payments are due in accordance with your particular plan (the “Onboarding Schedule”). Once the Onboarding Schedule ends, the subsequent periodic subscription fees are due upon the Regular Payment Schedule as per the offer you chose. Please note that this means that depending on the moment you subscribe - and depending on the type of Subscription you have chosen - you may have consecutive payments within the first two months of your Subscription, and the Onboarding Schedule payments may not be as regular as those within the Regular Payment Schedule. If you are ever in doubt, please contact our Team Happiness so they can figure out what will be the case in your particular situation.

## **2.3. Payment method**

When subscribing or redeeming a gift card, you are required to choose a payment method, and you may be redirected to the webpage of the payment service provider. Goodiebox is not responsible for the terms of these third party providers, and you agree that Goodiebox charges your Regular Payment Schedule fees using this chosen payment method, without further approval, unless and until you change your preferred payment method directly via your member account - no later than one (1) day before the capture date. You are aware that, when choosing an international payment card (such as Visa and/or Mastercard), the amount of your Regular Payment Schedule fee will be reserved on the capture date and up until your Subscription or Product(s) are dispatched. You acknowledge and agree that you are responsible for modifying your payment method during the commitment period if necessary (e.g., in case of expiration date of your payment card or for any other failing capture reason). If for any reason your payment is not processed successfully, we reserve the right to retry the payment on a daily basis, or send you a payment link directly by any available means (e.g. by email or SMS). If your payment has not been made within five (5) days from the regular capture date, we furthermore reserve the right to invoice an extra shipping fee (currently the equivalent of 2 euros and as it may be modified in these Terms from time to time) to cover the logistical extra handling.

## **2.4. Suspension due to non-payment**

If we are not able to capture the amount you have to pay after several attempts, we may decide to suspend your Subscription or stop the supply of the Product until you have paid the outstanding amount, and/or terminate the agreement with you. Kindly note that any suspension for non-payment or any failure or delays in exercising our rights and remedies under these Terms regarding your non-payment does not constitute a waiver of our rights or remedies, and shall not prevent or restrict the further exercise of such a right or any other right or remedy by us.

Goodiebox reserves the right to further investigate and take actions in case a member wrongfully charges back the amount of their Subscription or a customer purchased a Product, both in case

- (i) they received their order(s) in compliance with these Terms and did not exercise their right to withdrawal or return the box/Product (*only if applicable*), and,
- (ii) in case they used the chargeback option as a means to cancel their Subscription or purchased Product, or simply to get reimbursed with no valid reason (e.g. fraudulent behavior).

Any unfair chargeback might be followed by an action in recovery, from Goodiebox directly (an additional fee of what's equal to 7.50 euros may apply) and, when necessary, via Goodiebox' partners such as a debt collection agency. In fact, Goodiebox may

use third-party service providers (i.e. debt collection agencies) to recover any unpaid and/or due invoices together with any dispute fees supported by Goodiebox due to a wrongful chargeback/fraudulent behavior (e.g. currently what's equal to 7.50 euros per disputed case, and as modified in these Terms from time to time).

Please note that the debt collection agency may add their own administrative or legal fees independently. It is therefore highly recommended that you check the cancellation policy, right to withdrawal, and return policy (as described in sections 9, 10 and 11 below) to avoid ending up in this unpleasant situation, and always prioritize the dialogue with our customer support (Team Happiness) should you have any concerns regarding a payment or delivery. In case your payment was made properly, and your item was successfully delivered, but an external event happened beyond Goodiebox' control (for example, but not limited to, if your bank charged back the amount and re-credited your account), we reserve the right to capture this payment again without having to inform you in advance and without limitation of time except applicable legal prescription.

### **2.5. Goodiepoints as payment means**

We may offer payments with Goodiepoints. If so, the necessary amount of Goodiepoints to purchase a Product will be indicated on our Websites, together with all the necessary information to use this means of payment. The value of the Goodiepoints combined cannot be considered as any sort of cash amount and cannot be exchanged into money. Although this is part of a member loyalty program, you acknowledge and agree that this payment transaction cannot and will not be considered as a "non-free electronic service" and will not give rise to any payout. In case of material change in our Goodiepoints program, we will always do our best to inform you prior to the change, however you are responsible for checking the conditions when using your Goodiepoints. In addition, any payments made with Goodiepoints are not entitled to any additional promotions or discounted prices.

## **3. Delivery**

### **3.1. Webshop orders**

When purchasing a Product on our Goodiebox webshops, delivery time is estimated on the Websites or in your order confirmation.

### **3.2. Subscription boxes**

When beginning a Subscription, your first box will be sent within five (5) working days from your first payment date, unless communicated differently on our Websites or in case of restocking or other necessary logistics operations.

If you started your Subscription and successfully paid but failed to provide the correct and complete address for delivery, we will attempt to contact you to remind you about missing address details. However, depending on the stocks, we cannot guarantee that you will receive the box that was available upon your sign up.

The next boxes within your Subscription are always delivered around the same time of the month, as per the Subscription type of your choice.

### **3.3. Incorrect shipping information**

Kindly note that we will not be held responsible if you provided us with wrong or incomplete shipping information, or if you failed to collect your order from the delivery address you have chosen. You cannot change your delivery address after payment is confirmed and, in the event of an unsuccessful delivery due to such a failure and/or if we have to send you the order again, we reserve the right to charge an additional reasonable sum to compensate for any extra costs in logistics. We encourage you to reach out immediately to our customer support (Team Happiness) in case of an issue with your delivery details, but we will not be held responsible for late delivery due to incorrect or incomplete information. Goodiebox responsibility ends when the order has been delivered at the indicated address; it is then your responsibility to collect it properly.

### **3.4. Delays beyond our control**

In case of delays that are beyond our control, we will contact you as soon as possible to inform you and, should this delay become substantial (although not caused by us but by an external event), we reserve the right to cancel your order and refund any payment you may have made in this regard. During your Subscription, if a box is sold out, and therefore not available anymore, we reserve the right to substitute it and, when it is not possible, not to deliver it. In the latest case, undue payment will be refunded.

## **4. Goodiepoints**

Goodiepoints may be credited to you, at our sole discretion, when you complete a particular transaction; for example, writing a review or inviting friends to subscribe (when applicable). These Goodiepoints can be used for a number of things, including buying Products online. Goodiepoints are credited directly to your Member Universe; they are nominative, non-transferable, non-exchangeable, and valid for 12 months after which they will expire. When used, Goodiepoints are withdrawn in the

following order: from the oldest to the most recent; in the event of expiry of the oldest Goodiepoints, your balance may decrease but not be completely canceled if you have accumulated additional Goodiepoints within the past 12 months. Goodiebox reserves the right to modify or cancel its Goodiepoints program at any time and at its sole discretion, and will notify you in advance if deemed necessary. Members shall have an active Subscription (i.e. recent invoices have to be successfully paid) in order to receive Goodiepoints, and in case of unsubscription, all Goodiepoints (if any) will expire.

## **5. Happy Invite, discounts codes and other promotions**

### **5.1. Happy Invite link**

The Happy Invite link is a personal link that is intended to be sent by active members to introduce Goodiebox to their family, friends, acquaintances, colleagues and other people in their vicinity. It allows members to share discount codes to their network, via their own communication channels to attract new members in exchange for some benefits such as receiving Goodiepoints or any other type of benefits as announced by Goodiebox. In no cases should it be used for commercial purposes and/or in any other context than originally intended by Goodiebox. It is therefore not permitted to use the brand name "Goodiebox" in URL combinations in order to attract visitors who sign up using the above Goodiebox discount code.

When the Happy Invite link is used to activate a new Subscription, the active member who sent such a link may receive Goodiepoints or any other announced benefits, while the new member may receive a special discount or any other announced benefit. Goodiebox reserves the right to limit each member to 12 successful invitations to the Happy Invite program, and to change this maximum number of successful invitations at any time and at its sole discretion (and therefore is not bound by these Terms). After the applicable limit is reached, the member is still able to introduce Goodiebox to their family, friends, acquaintances, colleagues and other people in the vicinity, but it will not give rise to additional Goodiepoints and/or other announced benefits (it will however give rise to the promotion as applicable for the new member). Any kind of alleged manipulation of the system (such as, for example, by means of a falsified IP address, the use of a falsified identity or an automated system) will result in withdrawal of the granted Goodiepoints and/or other announced benefits, and termination of such member's account. Happy Invite promotion can be used only once per physical person to start a new Subscription, and not once per account created.

In order to prevent fraudulent behavior, in case Goodiebox believes that the new account created is owned by an existing member, we might not allocate the Goodiepoints or award the announced benefit. If you are in this case and believe that we made a mistake, please reach out to our customer support (Team Happiness) and we will investigate your case.

### **5.2. Promotions, discount codes**

Promotions and discount codes may be issued for a member or Webshop customer as a part of a marketing campaign. Depending on the rules of a specific campaign, they can be used in relation to Subscription and/or Products. Promotions and discount codes may only be used once per physical person (and not once per account created) unless stated otherwise. Goodiebox reserves the right to withdraw the Goodiepoints and/or other announced benefits obtained wrongfully (e.g., in case the same person used different links and/or discount codes by creating several accounts) without prejudice to its right to claim compensation for any direct, special, incidental, consequential or exemplary damages (including but not limited to, damages for loss of profits) arising out of the misuse of Happy Invites or any other applicable loyalty programs. Goodiebox furthermore reserves the right to block an account or a transaction, and check the identity of the person who has shown alleged behavior outside of the intended use as described here in the Terms. If you believe that Goodiebox made a mistake by blocking your account or transaction, please contact us immediately and we will check your account with you.

## **6. Goodiebox webshops**

These Terms apply to all Products available in the Goodiebox webshops. All descriptions, images, references, features, content, specifications, products, and price of Products described on the Websites and, especially, in the Goodiebox webshops, are subject to change at any time and without notice (products available in the Goodiebox webshops are subject to the stocks and our agreements with the brands we work with). Therefore, the inclusion of any products does not imply or warrant that these products will be available at all times. The products in the Goodiebox webshops can have both a 'regular' price and a 'member' price. The member price applies to members who have an active Subscription. Limited Editions have a limited stock, and are available while stocks last; Goodiebox cannot be held liable in case the Limited Editions are not available anymore and delivery therefore impossible. Therefore, Goodiebox reserves the right to limit the number of products purchased online (not limited to Limited Editions but to any available products).

## **7. Goodiebox' online platforms**

### **7.1. Use of social media platforms**

Goodiebox sometimes owns and/or manages social media pages, such as on Facebook, Instagram or Tiktok. Goodiebox reserves the right to reject messages that violate published guidelines and to remove and/or block users in case of inappropriate behavior. We furthermore encourage everyone to read the terms of use of each specific online platform before starting using it.

Although Goodiebox has no obligation to monitor the content posted, it may do so, from time to time. Thus, we reserve the right to remove, at our sole discretion, any content that we reasonably assess as inappropriate. Goodiebox will, under no circumstances, be held responsible in any way for any content or materials of any third parties, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any such content. Goodiebox does not endorse, support, represent or guarantee the completeness, trueness, accuracy, or reliability of any such content, nor endorse any opinion expressed therein. We specifically prohibit posting of any content that violates or infringes the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

### **7.2. Prohibited resell**

In addition, we specifically prohibit the systematic partial or total resell of ordered Products (or products received in boxes as part of a Subscription) for commercial purposes. Goodiebox reserves the right to monitor and cancel the Subscription in case it suspects such a behavior, and further claim for damages (especially if it endangers the brand product's image and reputation).

## **8. Use of our Websites**

### **8.1. Websites content**

As a user, you agree that any content, materials, text, images, videos, graphics, trademarks, logos, music, software, the design of the Products, and any other elements available on the Website are the property of Goodiebox or its licensors, affiliates, partners, and are protected by intellectual property or proprietary rights and laws. You therefore acknowledge and agree to use the Websites for your personal and non-commercial use only. This means that you acknowledge and agree not to sell, license, distribute, copy, reproduce, transmit, publish, adapt, edit, modify or create derivative works from any content or materials on the Websites. Goodiebox grants you a personal, limited, non-transferrable, non-exclusive license to access and use the Website. Goodiebox reserves the right, in its sole discretion and without notice to you, to revise the products and services available on the Websites, and to change, suspend or discontinue any aspect of the Websites. Goodiebox will not be liable to you or to any third party for doing so, and it may also limit the use of the Websites or restrict your access (partially or entirely) without notice or penalty. You are responsible for the content you upload or post on the Websites.

### **8.2. Your engagement through reviews, comments and other reactions**

At Goodiebox we value your engagement. Your ratings help improve our products and services and, thus, your customer/member experience. When providing us with reviews, please bear in mind the following:

- you grant Goodiebox a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. You hereby represent, warrant and covenant that any material you provide does not include anything (including but not limited to, text, images, music or videos) to which you do not have the full right to grant us the license as specified above;
- you further represent, warrant and covenant that any materials you provide will not contain libelous or otherwise unlawful, abusive, or obscene material. Goodiebox will be entitled to use any content submitted by you without incurring obligations of confidentiality, attribution or compensation to you;
- all reviews are subject to these Terms, together with the Privacy Policy regarding the processing of your personal information for this purpose.

Online media content: same as above applies to your comments and reactions on our social media platforms and community pages, as well as for content you tag us in (e.g. if you identify us on an online media post). When providing us with some content on our various pages, or identifying us on some content, you hereby grant us and our related companies, agents, licensees, sublicensees, contractors, successors, legal representatives, assignees, and third party service providers, their respective retail partners, marketing or public relations agencies, and other affiliates (together, the "Licensed Parties"), a worldwide, perpetual, irrevocable, royalty-free, and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials, in any manner determined in the Licensed Parties' sole discretion, including but not limited to on webpages and social media pages operated by the Licensed Parties, in promotional emails and advertisements, and in any and all other marketing, promotional and advertising initiatives, and in any media now or hereafter known, with no obligation to you whatsoever. In addition, subject to our Privacy Policy, we may have the right to use your username, image when available, geolocalization (country level) and any other available information.

Goodiebox prohibits anyone from publishing inappropriate content and prevents from adding a review, comment, or any content, either via the member account or on its online platforms, which may include:

- defamatory, abusing, harassing, stalking, threatening content, or that otherwise violates the legal right (such as rights of privacy and publicity) of others;
- obscenities, discriminatory language or other language not suitable for a public forum;
- advertisement, "spam" content, or references to other products, offers or websites;
- email addresses, URLs, phone numbers, mail addresses or any other types of contact information from others or from yourself;
- unduly critical or spiteful comments of other content posted on the page or its authors;
- files that contain software or other materials protected by intellectual property laws (or by rights of privacy and publicity) unless you own or control such rights, or have expressly received all necessary consents to do so; or,
- files or contents that contain viruses, corrupted files, or any other similar softwares or programs that may damage the operation of another device.

## 9. **Termination and automatic renewal of your Subscription**

### 9.1. **Canceling Subscription**

If you cancel your Subscription, you lose your Goodiepoints and access to the Member Universe. Also the history of products you received will be lost. Thus, if you reactivate your Subscription following a cancellation, you may receive a product that you already received in a previous box. Please note that if you have more than one active Subscription, canceling only one of them does not influence the status of the other one(s).

#### **Subscription box with no minimum commitment**

When you subscribe with no minimum commitment, we will charge you an initial payment and then a recurring payment at the agreed subscription rate and upon the Regular Payment Schedule (automatic renewal). This type of subscription will continue until you or we decide to cancel it, at any time, and without any reason (as per the condition explained in detail below). If you cancel the Subscription at least one (1) day before the payment date according to the Regular Payment Schedule, you will not pay for the next box and your Subscription will end immediately.

#### **Gift cards subscription**

We may offer gift cards to redeem a certain number of boxes or to order a product at a certain value (depending on the available offers). Once redeemed, the gift card shall be used in full and there is no possibility to pause and resume.

Automatic renewal: gift cards are paid upfront, and after their expiration, they automatically renew. The person who has received the card will have to create a member account to enter the gift card details and redeem it. A payment method might be asked during the account creation but, of course, should this new member redeeming the card not want to renew the subscription, they can cancel it at any time during the subscription period and no later than fourteen (14) days before the end of the term. Gift cards are valid for two (2) years from purchase date, and any unredeemed gift card after such a period will be automatically canceled.

#### **Digital-only subscription**

We may offer digital-only subscriptions to notably access our digital-content through the Member Universe (offers varying from time-to-time, e.g., mindfulness or yoga sessions, blog, etc.), get the member prices on our webshop, and be able to upgrade at any time to receive physical boxes (depending on the available offers). There is no minimum commitment for the digital-only subscription, and we will charge you an initial payment once you subscribe, and then a recurring payment at the agreed subscription rate and conditions.

Automatic renewal: this type of subscription will continue until you or we decide to cancel it, at any time, and without any reason. In case of unsubscription to the digital-only offer, and if you do not upgrade to another available offer, we will stop charging you for the next billable period, and you will lose your access to our digital content and to any other benefits (and your Goodiepoints, if you have any, will be canceled).

### 9.2. **Pausing Subscription**

Members are free to pause their Subscription with no minimum commitment for a period of 1 or 2 months, at any time but at least one (1) day before the next capture date which they wish to skip. If you do so, you will not be charged for any payments which would otherwise fall due during this period, and you will not receive any boxes which would otherwise follow those payments. Your Subscription will automatically resume at the expiry of that 1 or 2 month period. A pause does not alter the dates on which Regular Payment Schedule fee is due.

### 9.3. Cancellation Policy

There are two ways of canceling your Subscription:

- 1) **Directly through your member account:** Either canceling or pausing a Subscription can be done via the links available on your member account.
- 2) **By email:** otherwise, you can send an email to our Team Happiness and receive the steps on how to cancel by yourself, unless you explicitly ask Team Happiness to do it for you.

In the latter, your request must be clear and unambiguous, e.g. "Can you cancel the subscription for me?", and then Team Happiness will process your request as soon as possible, usually within five (5) working days. Be careful then because if your Regular Payment Schedule comes up within this timeframe, you may end up paying for the next box - thus, we always advise to use the links on your member account at least one day before the capture date or to contact Team Happiness well in advance.

**The 2 above channels are accepted as media for cancellation, with no further option.**

PLEASE DO NOT attempt to unsubscribe by postal mail – although we will always do our best to accommodate you, please note that we do not accept cancellations by postal letters, and it is your responsibility to follow our termination policy. PLEASE ALSO NOTE that it is important to acknowledge that even though Goodiebox agrees to handle cancellation requests made by third party service providers at its sole discretion, acting on behalf of the members and with whom Goodiebox has no partnership connection (*only because it is more convenient for the members*), such third-party providers must comply with these Terms, and especially this Termination section. Therefore, any cancellation submitted by postal letters will not be considered, and Goodiebox reserves the right to request a proof of power of attorney to such third-party to ensure the cancellation is truly requested by the member. Goodiebox cannot be held liable for a misunderstanding between the member and the third-party service provider and, thus, encourage any member to preferably use the cancellation link or to email our customer support (Team Happiness) directly. Same goes for a cancellation requested by a third person on behalf of the member. Goodiebox will immediately cancel the subscription if requested by a parent of a child who is under 18, by the owner of the bank account from which the fee according to the Regular Payment Schedule is withdrawn, or by any appointed administrator. Should you fall into another category, please contact our customer support (Team Happiness) and they will guide you.

## 10. Right of withdrawal/Revocation right for consumers

### 10.1. Right of revocation

You have a right to withdraw for fourteen (14) days from:

- the day your first box has been delivered (in case you have subscribed to a Subscription plan), or
- the day the Product you purchased from our Goodiebox webshop has been delivered, or
- the day you have paid for the gift card and as long as it was not redeemed within this withdrawal period.

To exercise such a right, you must inform Goodiebox by email by means of a clear statement (you can use the attached model cancellation form, which is not mandatory). In order to comply with the withdrawal period, it is necessary that you send such a notification before the expiry of the withdrawal period.

If you decide to use your right of withdrawal, you should send back to us the box or the Product in accordance with the instructions given by Team Happiness, no later than 14 days from the day on which you communicated to us your decision to withdraw from the contract. In order to make sure that the refund is handled as soon as possible, you should reach out to us at [hello@goodiebox.XX](mailto:hello@goodiebox.XX) and provide us with a proof of return. The refund is pending until the parcel is received by our warehouse and its content is inspected.

### 10.2. Consequences of using the right of withdrawal

If the contract is being canceled after your first box or the purchased Product has been dispatched, Goodiebox will refund the payments relating to the first box or the purchased Product, deducting any applicable shipping cost, any return label if it paid for it or any other fees applicable and as you were informed at the time of your payment (e.g. the energy fee). Refund will occur without delay, and at the latest within fourteen (14) days from the day Goodiebox received the notification of cancellation and received the item(s) to be returned. Goodiebox will use the same means of payment used for the original transaction, unless expressly agreed otherwise, and no fees shall apply for such a repayment. No cancellation will be deemed valid if the product is lost due to a lack of process from your side.

### **10.3. Model of withdrawal form (optional)**

If you decide to cancel the contract, you can fill out this form and send it back to us by email.

I hereby revoke the contract concluded for the purchase of the following goods/ the provision of the following service:

Ordered on:

Received on:

Full name:

Delivery address:

Date and signature:

**Careful:** the right of withdrawal does not apply to personalized orders (such as, for example, "Build-your-own-box"). Any order cannot give rise to any return or refund (except in the case of a defective Product under the conditions described below.)

## **11. Return policy**

### **11.1. Damaged products**

Unless you are entitled to exercise your right of withdrawal, as described in above section 10, you are not entitled to return a Subscription box or a Product, except if one of the products within your Subscription box or if the Product you have ordered is damaged. In this case, you must absolutely contact our Team Happiness within 14 days from delivery of the Subscription box or Product(s) via email, and follow the steps as indicated in this section. Please do not send back any item unless you have expressly been requested to. Depending on the circumstances, we will either replace the damaged item at our own cost or refund you (upon Goodiebox' sole discretion). We reserve the right to insert the replacement product to the next Subscription box instead of sending it in a separate package. No replacement or refund will be possible if you did not follow our process and did not contact us by email within the proper time frame.

### **11.2. Parcels returned due to failed delivery**

If you do not pick up your Subscription box or your ordered Product at the designated delivery address, you will not be able to claim any refund, and such a behavior will not be considered as a cancellation of your Subscription either. This means that if a Subscription box or a Product is returned to our warehouse and the reason is not on us or on the carrier, and that you claim a subsequent refund, Goodiebox will be entitled to withdraw from the amount to be refunded any and all costs associated with this failed delivery (such as shipping costs to the delivery address and back to us, in addition to any extra handling costs, up to what's equal to 7.5 euros).

We highly recommend that, in case of any issue with your delivery or if you encounter any trouble with a specific item, you contact us immediately. Furthermore, you are not entitled to claim a lost item to charge the payment back to your bank account if you did not claim that the Subscription box or Product was lost due to our mistake beforehand. Any unfair chargeback might be followed by an action in recovery, from us directly or via a debt collection agency (together with the applicable dispute fee) as described in detail in section '2.4. Suspension due to non-payment' of these Terms.

## **12. Responsibility, liability, indemnification, force majeure event**

### **12.1. Member account blocking**

In the event of non-compliance with these Terms, default in payment of an order, incorrect information when creating an account, or possible damage contrary to the interests of Goodiebox, we reserve the right to block access to the Website and the services offered or, depending on the severity of the offense, to cancel your Subscription and member account, without claims for damages being asserted. We also reserve the right to refrain from entering into an agreement with any individual who has already violated the above-mentioned regulations.

### **12.2. Third-party content**

Goodiebox in its capacity as a third party is not liable for the content of its partners' websites, nor for conflicts between members, customers and partners' websites or partners' brands. As part of initiating a check-out for a Subscription, you will be required to create a member account and provide us with certain information. It is not possible to complete an order or subscribe without creating such a member account. Therefore, we advise you to read carefully, in parallel, our Privacy Policy to fully understand how we use and process the information we collect from and about you. The information you provide must be truthful at all times.

### **12.3. Security and confidentiality**

Your password shall be kept secured, and you are responsible for the security of it. Goodiebox will not be held liable for any use or unauthorized access to your member account, or any other breach of security. You agree to notify Goodiebox immediately, or without undue delay, after you notified unauthorized access to, or the use of your member account. Goodiebox may suspend or terminate your access at any time with or without notice. Information that is used by you to log in into your member account



(such as your name and password), is personal and confidential. This information can only be changed at the initiative of the member, or by Goodiebox for example if the password has been forgotten. However, you remain fully responsible for the use of your access information and must keep it secret. Any forwarding of the information cannot be blamed in any way on Goodiebox, and Goodiebox will in no way be held liable for damage caused by the disclosure of your personal and confidential information and the use of such information by a third party.

#### **12.4. Limitation of liability**

To the maximum extent permitted by law, in no event shall the total aggregate liability of Goodiebox, its parent company, subsidiaries, affiliates or any of their respective officers, directors, employees, agents, successors, subsidiaries, suppliers, partners, affiliates, or any third parties providing information on the Website be liable to any user of this Website (user, customer, member), or any other person or entity for any indirect, special, incidental, consequential or exemplary damages (including but not limited to, damages for loss of profits, loss of data, or loss of use) arising out of the use or inability to use the Website, whether based upon warranty, contract or negligence, even if Goodiebox has been advised of, or should have known of, the possibility of such damages or losses. Indemnification for any direct damages cannot exceed the total amount you paid to Goodiebox in connection with the event given rise to such a liability for the preceding twelve months.

#### **12.5. Indemnification**

You agree to indemnify, hold harmless, and defend Goodiebox, its parent subsidiaries, divisions and affiliates, and their respective officers, directors, employees, agents and affiliates from any and all claims, liabilities, damages, costs and expenses of defense including attorney's fees, in any way arising from or related to your use of the Website, your violation of these Terms, defamatory or infringing content posted to the Website by you, or your violation of any law or the rights of a third party.

#### **12.6. Force majeure**

Goodiebox is not responsible for any failure to perform or delay in fulfilling any membership obligation caused by events beyond our control ("Force Majeure Event"). Force Majeure Event means any act, event, circumstance or occurrence, or any combination of such events or circumstances (or any of the consequences thereof) which renders it impossible for Goodiebox to perform all or part of its obligations under these Terms; which is unforeseeable, and beyond the reasonable control of Goodiebox - provided that Goodiebox has taken all steps which it could reasonably be expected to have taken to prevent such an act or event from occurring (or any of its consequences). Force Majeure Events may include, but are not limited to, strikes, lockouts or other professional actions; fire, floods, explosions, pandemics; wars or the engagement of hostilities, government requirements, civil disturbances or threat of terrorist attack; inability to use railways, ships, aircraft, automobiles, or other public or private transport; and inability to use public or private telecommunications networks. Our membership services are deemed to be suspended for the duration of the Force Majeure Event. Goodiebox will make all reasonable efforts to end the Force Majeure Event or to find a solution that will allow us to meet our membership obligations despite such a Force Majeure Event.

### **13. Miscellaneous**

Transfers of rights and obligations – you may not assign your rights or obligations arising from your Subscription without our prior written consent.

Choice of law and disputes - these Terms and all matters relating to the Website shall be governed and construed in accordance with the laws of Denmark. Disputes arising from these Terms and all matters relating to the Website shall be resolved by the Danish civil courts.

Alternative dispute resolution - the European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/consumers/odr/>. Goodiebox does not participate in dispute settlement proceedings before a consumer arbitration board.

Provisions - if one or more provisions of these Terms is/are declared to be ineffective by a law or a legally binding court decision, the remaining provisions will remain in full force.

Fraud protection - as part of our order processing procedures, we reserve the right to refuse to process an order due to suspected fraud, unauthorized or illegal activity. If we suspect fraudulent, unauthorized or illegal activity, we may reject your order or contact you to confirm such an order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud, unauthorized or illegal activity. We take these measures to protect our members and customers, as well as ourselves, from fraud, other unauthorized or illegal activity. Please note that when processing your personal information for this prevention of fraud, we always act in compliance with our Privacy Policy.

Waiver/remedies - the failure of Goodiebox to partially or fully exercise any of its rights, or the waiver of any breach of these Terms shall not prevent the subsequent exercise of such rights or be deemed a waiver of any subsequent breach.

Disclaimer: No Professional Advice - any information provided by us regarding the Products we offer (e.g., product descriptions or instructions) is for informational purposes only. You should not take any action based upon any information contained on the Website (including within the Member Universe) or any leaflet, and the use of our Website is not meant to serve as a substitute for professional advice. You should read and strictly follow all product labels, packaging inserts and instructions and all manufacturer directions and warnings, and seek independent professional advice when appropriate. Any content provided by third parties, including any materials and reviews posted by members, any statement or opinions must be regarded “as is”, and they do not necessarily reflect Goodiebox opinion or advice. We shall never be held responsible, or liable to you or any third party, for the content or accuracy of any material provided by any third parties. It is intended that Goodiebox does its best effort to monitor such content. Goodiebox does not represent or warrant that the ingredients, allergen and other product information on the Website is accurate or complete since this information is provided by the product manufacturers or suppliers and, on occasions, manufacturers may modify their products. Accordingly, we recommend that you do not rely solely on the information as presented on our Website or any leaflet, but that you consult the products label or contact the manufacturer directly should you have any specific allergic concern or question about a product. This exclusion of liability concerns any and all products sold by Goodiebox and which comply with the applicable laws and regulations for cosmetics, wellness, beauty and food (such as, but not limited to food supplements and derivatives) that Goodiebox may offer in the Subscription boxes or sell through its webshop.