

TERMS AND CONDITIONS

We are Style Dyle Limited (Company Number: 14879852) a company registered in England and Wales with registered address at 71-75 Shelton Street, London, England, WC2H 9JQ ('StyleDyle', 'we', 'our' or 'us') and we provide an online platform offering personalised styling sessions and associated products and services (**Platform**).

These terms and conditions (**Terms**) govern your access to the Platform and us providing you any goods and services as set out in these Terms. You can view the most updated version of our Terms at www.styledyle.com (**Website**). In these Terms we refer to users of the Platform as '**Users**', '**you**' or '**your**'. Please read these terms and conditions carefully before creating an Account or making any purchases including but not limited to ordering services via our Platform.

If you have any questions about these Terms or any orders you have placed, please contact us by:

- sending an email to info@styledyle.com;

YOUR KEY INFORMATION

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after receiving your goods, in most cases, you can *cancel within 14 days*. *If you agree the services will start within this time, you may be charged for what you've used.*

The *Consumer Rights Act 2015* says:

- you can *ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;*
- *if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;*
- *if a time hasn't been agreed upfront, it must be carried out within a reasonable time.*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

1 INTRODUCTION

- (a) If you buy services on our site you agree to be legally bound by these Terms.
- (b) These Terms are only available in English. No other languages will apply to these Terms.
- (c) When buying any services on our site you also agree to be legally bound by:
 - (i) our website terms and conditions and any documents referred to in them;
 - (ii) extra terms which may add to, or replace some of, these Terms. This may happen for *security, legal or regulatory reasons*. We will contact you to let you know if we intend to do this by giving you reasonable notice. You can end these Terms at any time by providing notice if we tell you extra terms apply; and
 - (iii) specific terms which apply to certain services, which will be communicated to you during the online checkout process.

All of the above documents form part of these Terms as though set out in full here.

2 ELIGIBILITY

- (a) By accepting these Terms, you represent and warrant that:
 - (i) you have the legal capacity and authority to enter a binding contract with us.
 - (ii) by entering into these Terms, you are not breaching, nor causing us to breach, any laws or regulations; and
 - (iii) you are authorised to use the payment you provided when paying Fees.
- (b) The Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are either:
 - (i) over the age of 18 years and accessing the Platform for personal and commercial use; or
 - (ii) accessing the Platform on behalf of someone under the age of 18 years old and consent to that person's use of the Platform.
- (c) Please do not access the Platform if you are under the age of 18 years old and do not have your parent or guardian's consent, if you are under 16 or if you have previously been suspended or prohibited from using the Platform.
- (d) If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (**Represented Entity**), then "you" or "your" means the Represented Entity and you are binding the Represented Entity to this agreement. If you are accepting this agreement and using our Platform on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

3 INFORMATION WE GIVE YOU

- (a) By law, the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that we must give you certain key information before a legally binding contract between you and us is made. This information is set out at the start of these Terms and elsewhere throughout our website. If you cannot access this information for any, you are welcome to contact us using the functionality on the website and we will provide you with a copy of this information.
- (b) The key information we give you by law forms part of these Terms (as though it is set out in full here).
- (c) If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

4 ACCOUNTS

- (a) (**Accounts**) To use the Platform, you may be required to sign-up, register and receive an account through the Website (an **Account**).

- (b) **(Provide Information)** As part of the Account registration process and as part of your continued use of the Platform, you may be required to provide personal information and details, such as your email address, first and last name, password, and other information as determined by us from time to time.
- (c) **(Quiz)** As part of the Account registration process we may also require you to complete a style quiz, being a questionnaire style assessment we use to gather information about your fashion preferences, lifestyle, and wardrobe needs.
- (d) **(Warranty)** You warrant that any information you give to us in the course of completing the Account registration process is accurate, honest, correct and up-to-date.
- (e) **(Acceptance)** Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (f) **(Security)** Your Account Information must be kept secure and you must not allow others to access the Platform via your Account. You are solely responsible for keeping your Account secure.

5 OUR SERVICES

In this clause we set out how a legally binding contract between you and us is made.

5.2 SERVICES WE OFFER

Our Platform allows Users to connect with our selected personal shoppers and stylists (**Stylists**) to provide styling and personal shopping services, as set out on our Website and the Platform (**Services**).

5.3 ORDERING A SERVICE

- (a) You place an order for our Services by using the functionality on the Platform (**Order**). Please read and check your Order carefully before submitting it. You will be able to correct any errors before submitting your Order to us.
- (b) When you place your Order at the end of the online checkout process, we will acknowledge it by email. This acknowledgement does not, however, mean that your Order has been accepted by us.
- (c) We may contact you to say that we do not accept your Order. This is typically for the following reasons:
 - (i) we cannot carry out the services (this may be because, for example, the chosen Stylist (if relevant) is unavailable);
 - (ii) we cannot authorise your payment;
 - (iii) you are not allowed to buy the Services from us;
 - (iv) we are not allowed to sell the Services to you; or
 - (v) there has been a mistake on the pricing or description of the Services.
- (d) We will only accept your Order when we email you to confirm this (**Confirmation Email**). At this point:
 - (i) a legally binding contract will be in place between you and us; and
 - (ii) we will provide Services as set out in the Order.

5.4 FEEDBACK & ACCEPTANCE OF STYLEBOARDS

- (a) Where the Services require your feedback or approval (**Feedback**) we will notify you in writing of any deadlines or due dates for Feedback (**Deadline**). An example of this is where a Stylist provides you with a Style Board for your review.
- (b) If you do not provide Feedback within the Deadline specified, the Services will be deemed accepted.
- (c) Rounds of Feedback are limited to two (2).

5.5 CARRYING OUT THE SERVICES

- (a) We will carry out the Services *by the* time or within the period agreed during the online checkout process and as set out in the Confirmation Email (see clause 5(e)). If you and we have agreed no time or period, we will carry out the Services within a reasonable time.
- (b) Our carrying out of the Services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the Services as soon as those events have been fixed.

6 PAYMENT

6.1 PROMOTIONS AND FREE-TRIALS

- (a) We may from time to time offer a free trial period of the Platform (Free Trial Period). No payments will be due during any Free Trial Period and your first payment will be due immediately after the expiry of the Free Trial Period.
- (b) We may also offer other promotions from time to time, in our sole discretion, (**Promotions**) and may impose additional terms in respect of Promotions.

6.2 FEES

- (a) You must pay fees to us in the amounts specified on the Platform for any Orders you place (**Fees**).
- (b) All Fees must be paid in advance.

6.3 CHANGES TO FEES

We may, from time to time, change our Fees and will include up-to-date Fees on our Website.

6.4 LATE PAYMENTS

We reserve the right to suspend all or part of the performance of any Services included in an Order indefinitely if you fail to pay any Fees in accordance with this clause 7.

6.5 VAT

Unless otherwise indicated, the Fees do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us providing a tax invoice.

6.6 ONLINE PAYMENT PARTNER

- (a) We may use third-party online payment partner, currently Stripe (**Online Payment Partner**) to collect Fees.
- (b) You acknowledge agree that:
 - (i) the processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner, which can be found at <https://stripe.com/gb/legal/consumer>;
 - (ii) you release us and our Personnel in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment; and
 - (iii) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.
- (c) You have the right to reject any terms and conditions of the Online Payment Partner. If you reject those terms, we may not be able to accept your Order.

7 DATA HOSTING

User Data you upload to the Platform will be stored using a third party hosting service selected by us (**Hosting Services**), subject to the following terms:

- (a) (**hosting location**) You acknowledge and agree that we may use storage servers to host the Platform through cloud-based services, and potentially other locations outside the United Kingdom, in accordance with our Privacy Policy available here: [link](#).
- (b) (**User Data not retrievable**) Once User Data has been submitted to the Platform, it may not be retrievable and you should ensure you maintain a copy of all User Data you submit to the Platform as we will not be liable to you for lost User Data.
- (c) (**service quality**) While we will use our best efforts to select an appropriate hosting provider, we do not guarantee that the Hosting Services will be free from errors or defects or that User Data or the Platform will be accessible or available at all times.
- (d) (**security**) We will use our best efforts to ensure that User Data is stored securely. However, we do not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to User Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- (e) (**backups & disaster recovery**) In the event that User Data is lost due to a system failure (e.g. a database or webserver crash), we cannot guarantee that any backup will be available, or if available that such a backup will be free from errors or defects.

8 YOUR PRIVACY AND PERSONAL INFORMATION

- (a) Our Privacy Policy is available at https://dev.styledyle.com/docs/Privacy_and_Cookie_Policy_StyleDyle_Ltd.pdf.
- (b) Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

9 RIGHT TO CANCEL

- (a) You have the right to cancel these Terms within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the Services during the cancellation period and the Services are fully performed (i.e. the work is completed) during this period. This is further explained in clauses 10(e) and 10(f) below.
- (b) The cancellation period will expire after 14 days from the date you Order a Service.
- (c) To exercise the right to cancel, you must inform us of your decision to cancel these Terms by a clear statement to us, for example by emailing us using the contact details available on our website.
- (d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- (e) We will not start providing the Services during the 14-day cancellation period unless you ask us to. When you place an order for Services, you will be given the option to tick a box to request for us to start providing the Services during the cancellation period. By ticking the box, you acknowledge that you will lose your right to cancel these Terms once the services are fully performed (i.e. the work is completed). If you do not tick the box, we will not be able to start providing the Services to you until the cancellation period has expired. We are not obliged to accept your request.
- (f) This means that if you requested for us to start providing the Services during the cancellation period and the Services are fully performed (i.e. the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under these Terms even if the cancellation period has not expired.

- (g) This does not affect the rights you have if your Services are faulty. A summary of these rights is provided at the top of this page. See also clause 13 below.

10 EFFECTS OF CANCELLATION

- (a) If you cancel these Terms, we will reimburse to you all payments received from you, unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
 - (i) for the services we provided up to the time you told us that you want to cancel these Terms, which will be an amount in proportion to the services performed up to that point in comparison with the full price under these Terms; or
 - (ii) the full price under these Terms, if you lost your right to cancel these Terms because the services were fully performed (i.e. the work was completed) during the cancellation period.
 - (iii) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel these Terms.
- (b) We will make the 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 the reimbursement.

11 NATURE OF THE SERVICES & DISCLAIMER

- (a) The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
 - (i) where the price has not been agreed upfront, the cost of the services must be reasonable; and
 - (ii) where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.
- (b) We are under a legal duty to supply you with services that are in conformity with these Terms.
- (c) By Ordering our Services, you acknowledge and agree:
 - (i) **(Wardrobe Size)** Our services are tailored to assess and enhance the wardrobe you currently possess. We do not provide services related to the acquisition of an entirely new wardrobe;
 - (ii) **(Style Preferences)** While we make every effort to accommodate your style preferences, individual taste is subjective. Our recommendations and guidance are based on the information you provide and the expertise of the Stylists;
 - (iii) **(Fashion Trends)** Fashion trends are constantly evolving, and while we aim to provide timeless and versatile recommendations, we do not guarantee that our suggestions will align with every current trend;
 - (iv) **(Budget Considerations)** It's important to be aware that our Services may include shopping recommendations, but we do not set or control specific budget parameters for your purchases;
 - (v) **(Personal Responsibility)** The success of creating a capsule wardrobe and achieving style goals relies on your active participation, communication, and implementation of our recommendations. We do not assume responsibility for individual choices made by you;
 - (vi) **(Feedback Implementation)** We encourage you to provide feedback and preferences to refine our recommendations. However, we cannot guarantee that every piece of feedback will result in immediate or complete adjustments to the Services;

- (vii) **(Communication Channel)** While the Platform will facilitate communication with your Stylist, please note that response times and communication frequency may vary based on demand and availability; and
- (viii) **(Third-Party Purchases)** If you choose to make purchases based on our recommendations, please be aware that you are responsible for any transactions and interactions with third-party retailers. We are not involved in these transactions and do not assume liability for them.

12 FAULTY SERVICES

- (a) Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - (i) contact us using the contact details at the top of this page; or
 - (ii) visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.
- (b) Nothing in these Terms affects your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights'). You may also have other rights in law.
- (c) If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

13 THIRD PARTY TERMS

- (a) Any Service that requires us to acquire goods and services supplied by a third party on behalf of the User may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) You agree to any Third Party Terms applicable to any goods and services supplied by a third party that you or Style Dyle acquires as part of the Services and Style Dyle will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

14 END OF THE CONTRACT

If these Terms are ended it will not affect our right to receive any money which you owe to us under these Terms.

15 LIMITATION ON OUR LIABILITY

- (a) Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
 - (i) losses that were not foreseeable to you and us when the contract was formed;
 - (ii) losses that were not caused by any breach on our part;
 - (iii) business losses; or
 - (iv) losses to non-consumers.

16 THIRD PARTY RIGHTS

No one other than a party to these Terms has any right to enforce any term of these Terms.

17 DISPUTES

- (a) We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided, or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

- (b) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (c) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (d) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

18 **FORCE MAJEURE**

- (a) We will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of a Force Majeure Event.
- (b) If a Force Majeure Event occurs, we must use reasonable endeavours to notify you of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which We will be unable to perform or be delayed in performing its obligations under this agreement.
- (c) Subject to compliance with clause 18(b)), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of us;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to perform our obligations.

19 **GENERAL**

19.1 GOVERNING LAW AND JURISDICTION

These Terms are governed by the law applying in England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

19.2 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

19.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

19.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

19.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to a
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.