

# General Terms and Conditions

The logo for CircoS, featuring the word "CIRCO" in a bold, sans-serif font, followed by a stylized infinity symbol, and the letter "S" in the same font. The logo is white and is centered within a dark blue rectangular background.

**CIRCO**∞**S**

February 2019

### What does Circos do?

Circos B.V. (“we,” “our” or “us” or “Circos”) offers a service that allows you to rent clothing and accessories (“**Products**”) from many brands. You can find more information about us on our website [www.circos.co](http://www.circos.co) (the “**Website**”).

### What are these General Terms and Conditions?

These General Terms and Conditions (the “**Terms**”) describe the terms on which you may access and use the services that Circos renders via its Website, including product rental subscription services (collectively, the “**Services**”). These Terms are applicable on all Services of Circos and on all the agreements between you (“you” or “your”) and Circos. By making use of the Services you accept these Terms. If you do not agree with the Terms, please do not use the Services.

You can find our Terms on the Website.

## Welcome to Circos, the Clothing Subscription for kids

### Definitions

In these Terms, words with a capital letter will have the following meaning:

Account	Your personal account on the Website through which you can use the Services.
Closet	The Circos catalogue as showed on our Website.
Gift Card	This is a code for store credit with a validity of one year.
Minimum Subscription Amount	The monthly minimum value of your Subscription, being <b>EUR 35,00</b> (including 21% VAT).
One-Time Activation Fee	The one-time fee of EUR 1 that you pay when you subscribe as a new member.
Partner	The clothing companies.
Payment Method	The payment method you indicate in your Account.
Products	Clothing and accessories for children and mothers-to-be as made available on the Website.
Service Area	The countries where Circos is available, as indicated on the Website.
Services	The product rental subscription services that Circos renders via <a href="http://www.circos.co">www.circos.co</a>

Subscription	Your subscription on the Products from the Closet.
Subscription Amount	The monthly fee equal to the total of the monthly rental price per selected Product.
Terms	These general terms and conditions as amended from time to time.
Website	<a href="http://www.circos.co">www.circos.co</a>

## How to get started

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Before we dive into the legal section of these Terms, we like to give you some guidance on how to start using our Services. In three steps you will have beautiful Products delivered to your doorstep.

### *Step 1: Create an Account*

If you wish to make use of our Services, you will have to create an Account on our Website. You can create the Account by following the registration process on the Website. You will have to submit certain information. By filling in the information you represent and warrant that the filled in information is correct. If there is a change in your information, you can amend this in your Account.

After registration you will receive login details from us. It's your task to keep these login details nice and safe for nobody else to use. If you suspect that your login details have fallen in the hands of somebody else, please let us know as soon as possible and change your login details in your Account. If we suspect that there is something wrong with your Account, we reserve the freedom to take the steps we deem necessary. We will of course inform you about this.

Be aware that you need to be at least 18 years to create an account and make use of the Services. Not yet 18? Then you will need consent of your parents.

Also, you can only use the account for personal use and not for commercial or resale purposes.

You can only create an Account when you are subscribing from Europe and you have a physical and postal mail address in Europe.

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### *Step 2: Add your Payment Method*

You can add your preferred recurring payment method in your Account. You also have the opportunity to amend your payment method at order checkout.

We offer two payment methods:

1. Credit Card: we accept Visa, Mastercard and American Express.
2. Debit Account: for automatic payment via your bank account we offer SEPA Direct Debit, SOFORT Banking, iDeal, Bancontact and Giropay.

*Step 3: Start shopping!*

Now the fun begins! Wander through our Products. Simply add the items you like to your cart by clicking Add to Subscription.

Your Subscription (please also be referred to the section [Price](#) of these Terms) needs to have a monthly minimum value of **EUR 35,00** (including 21% VAT) at all times (the "**Minimum Subscription Amount**"). This means that during your first order you need to add Products to your Subscription amounting to at least the Minimum Subscription Amount. When your Subscription Amount is **EUR 42,50 or higher**, it covers one-time shipping to a home address or a pick-up point within the Service Area as published online and one-time return shipping back to Circos. When your Subscription Amount is below EUR 42,50, you pay for shipping separately during checkout. This shipping fee covers one-time shipping to a home address or a pick-up point within the Service Area as published online and one-time return shipping back to Circos. When you place your first order with us you will be asked to pay the one-time activation fee of EUR 1,- (the "**One-Time Activation Fee**").

After your first order you can return and add new Products to your Subscription, as long as the Minimum Subscription Amount is always met. No worries, you don't have to calculate how much your Subscription amounts to. Our system does that for you:

You can only return Products if the Subscription meets at least the Minimum Subscription Amount after deducting the Product you want to return from the Subscription (please also check the section [Return Policy](#) of these Terms). This can sometimes mean that you need to order new Products before you can return Products.

The same goes for ordering new Products, you can only send the order when you reach the Minimum Subscription Amount.

After you finished the order process it's up to us. We will collect your Products and will deliver them to you so the clothing fun can start!

**Your  
Subscription****Article 1. Start and end of your Subscription**

1. The Subscription will commence the moment you have followed the three steps described in the [How to get started](#) section of these Terms and after you accepted these Terms (which is a part of the order process).

As indicated in the How to get started section of these Terms, your Subscription will need to have a monthly minimum amount of **EUR 35,00** (including 21% VAT), the so-called Minimum Subscription Amount.

The offer of Products on our Website is non-binding. We reserve the right to withdraw Products from our offer, also after you made an order with us. We will let you know about this asap of course.

2. Your Subscription will automatically renew every month as long as you are in possession of any Products.
3. You can end your Subscription at any time by returning all the Products you have in possession. You can do this by following the return steps as indicated in the [Return Policy](#) section in these Terms. After we have received all the Products and if there are no outstanding amounts, your Subscription will be cancelled. If you don't wish to make use of our Services in the future, you can cancel your Account via our Website.
4. We have the right to cancel your Subscription at any time in the following occasions:
  - a. you fail to fulfil the obligations under the Subscription (as included in these Terms);
  - b. you apply for a provisional or definitive suspension of payments or you are granted a provisional or definitive suspension of payments;
  - c. a bankruptcy or a winding-up petition is filed for in respect of you or if you are put into bankruptcy or liquidation;
  - d. you are placed under guardianship or you are allowed to participate in the debt restructuring scheme for natural persons;
  - e. you are, in our opinion, abusing the Services offered by us;
  - f. you are deliberately providing incorrect information to us; or
  - g. you otherwise should no longer be deemed able to fulfil the obligations under the Subscription.

**Price and  
Payment****Article 2. Price of your Subscription**

1. All prices indicated on our Website are in Euro's (EUR), Danish Krone (DKK), Pound Sterling (GBP) or Swedish Krona (KR) and are including 21% VAT. The

Website will indicate if there are any additional costs, like delivery costs or any other taxes.

2. You will be able to have as many items as you wish as available and selected from the Circos catalog ("[Closet](#)") for a monthly fee equal to the total of the monthly rental price per selected Product (the "[Subscription Amount](#)"), with a minimum of the monthly Minimum Subscription Amount.
3. We put in our best efforts to show the accurate prices on our Website. If the prices are incorrect, we have the right to increase or decrease the prices displayed on our Website. The amended (increased or decreased) price for Products you have in your Subscription will apply as of the following month. If we increase the price of a Product you have in your Subscription, we will inform you asap. If you do not agree with the increased price, you have the right to cancel your Subscription on the Product. If you would like to make use of this right, please contact our Support Customer team at [support@circos.co](mailto:support@circos.co).

### Article 3. Payment

1. You can pay the total Subscription Amount by providing a valid debit or credit card (the "[Payment Method](#)"). We do not accept prepaid cards, such as gift cards, with the exception of Circos Gift Cards, (please see the [Gift Cards](#) section of these Terms), or merchandise credit as payment. By providing a Payment Method, you authorize us to charge the total monthly Subscription Amount to the Payment Method you indicated in your Account.
2. You can update your Payment Method at any time in your Account. When you update your Payment Method you authorize us to continue to charge your monthly Subscription Amount from your updated Payment Method.
3. The day you start with our Service becomes your monthly recurring payment date in the following months. For example: If you start on February 5, your Payment Method will be charged for the full monthly Subscription Amount on or around the service start date of every month (in this example, the 5<sup>th</sup> of every month), unless you have sent back your Products by that day through a return order process via your Account. If you are an existing customer and place an order during the month, the date and time you order during a month determines the prorated checkout charge for the remaining days until your next payment is due taking into account section 4 of this Article. Meaning you will pay a partial Subscription Amount for that period. For example: If you order items on May 16, you will pay for the remaining days until April 5 during the checkout process online.
4. The first 5 days of your Subscription on a Product are on us, so you never pay for the days your order is on its way. That is why if you subscribe within the last 5 days of the month, you don't pay any fee at checkout (with the exception of the One-Time Activation Fee, when you are joining Circos as a new member).

5. If you make use of our Services, automatic charges to your Payment Method will continue until you cancel the use of a Product by creating a return order via your Account and send back the respective Product. No charges will be made when all Products are returned to us.
6. You remain responsible for any uncollected amounts. If the total monthly Subscription Amount cannot be debited or is wrongly reversed, you will be in default by operation of law. In that case, you will receive a demand to pay the amount due within fourteen days. We may engage a collection agency if you do not pay the monthly Subscription Amount within those fourteen days. If we unfortunately need to engage the collection agency all additional administrative costs and extrajudicial collection costs will be borne by you. In that case we also reserve the right to suspend your access to your Account and our Services until we have received your payment.

#### Article 4. Gift Cards and Coupons

1. We sell Gifts Cards in our store on the Website. You don't need to have a Subscription to be able to buy a or use Gift Card and therefore you also don't need to adhere to the Minimum Subscription Amount. You can just order the Gift Card and pay the Gift Card at checkout.
2. After you ordered and paid the Gift Card, you as a buyer will receive a code via e-mail. You can use this code yourself or give it to a friend or family so they can shop Products from the Closet.
3. Gift Cards are valid for a period of one year counting from the purchase date. The Gift Card can only be used by one person. You cannot exchange the Gift Card for money, also not if we unfortunately cease business.
4. The code of the Gift Card can be entered during checkout and will be applied to the total amount of the cart with Products. Any credit left on the Gift Card after checkout will remain valid for the period as mention in section 3 of this Article and will be automatically applied to any future order.
5. We also except coupons and vouchers. These are codes for special promotions. The same as for Gifts Card goes for these coupons and vouchers, except that you will receive the coupons or vouchers from Circos or one of our Partners (so they are not for sale) and unless otherwise indicated on the coupon or voucher, you can only use time for one-time transactions (for example delivery costs or for a certain Product).

#### The Products

#### Article 5. Information on our Website

We do our utmost best to display all the rights details about the Products on our Website. These details include the colors, style and sizes of the Products. However, it

is sometimes possible that the details on the Website differ from the actual Products you receive.

We can therefore not guarantee that the Products you receive will be exactly the same as on our Website and you acknowledge that this can happen. We reserve the right to make amendments in the information shown on our Website if we feel that this is necessary, without prior notice and without being liable. For example, if there is an error or inaccuracy in the details or if the information is not complete.

#### **Article 6. Product availability**

Subject to availability, we will deliver the Products you selected for your Subscription in the specified size, color and design. However, it can sometimes happen that after you made the order the Product is not available for example because the Product is damaged beyond repair or there is an occurrence subsequent to the placing of the order that prevents timely delivery. In such event, we will use reasonable efforts to choose an alternative but similar style from the Closet. We will send you an email about this so you can decide if you wish to receive the replacing Product we selected for you. If you do not want to receive the replacing Product, you can cancel your Subscription on this particular Product, and we will redeem any amount that has been deducted from your Payment Method for this Product within 30 days.

#### **Article 7. Delivery**

1. Specified delivery periods on the Website may never be regarded as a deadline, unless expressly agreed to the contrary.
2. We only deliver in the Service Area.
3. We will deliver the Products to the address as indicated in your Account. If the delivery attempt(s) fails, the Products will be returned to us.
4. The risk of damages and loss of the Products will transfer to you the moment you have received the Products.
5. If we cannot deliver the Products to you on time or if we are facing problems with the Product availability (as mentioned in Article 5), we will inform you about this as soon as possible. In that case we will offer you a replacing Product as also described in Article 5.

#### **Article 8. Taking care of the Products, Damages and Losses**

1. We expect you to take care of the Products as if you were the owner. This means that you at least follow the washing instructions as indicated in the Products and try not to lose them ;).



2. You're not allowed to alter or modify the Products in any way or remove the labels or tags.
3. The Products are intended exclusively for personal use by you or your children.
4. It can occur that damages to the Products arise, we are dealing with children. If you receive a Product with damages, please reach out to the Customer Support team within 48 hours of receiving your order.
5. If the damages occur during the time you are using them than please contact our Customer Support team within 48 hours after you discover the damage. You're Subscription covers a fair use insurance which means we will first reach out to you to discuss the occurrence and nature of the damages to assess if a damage charge applies. Depending on the damage, the damage charge can never be higher than the cover store value as published on our Website minus the amounts you have already paid for this Product.
6. When you lose a Product, you must reach out to the Customer Support team within 48 hours of the event or moment you concluded the Product is lost. You will have to cover store value as published on our Website minus the amounts you have already paid for this Product.

#### **Article 9. Ownership of the Products**

The title of ownership of the Products in your Subscription will always remain with us or with one of our Partners. This means you cannot sell, transfer or in any other way dispose the Products. Also, you are not allowed to encumber the Products with a restricted or security right for the benefit of a third-party, including but not limited to the right of pledge.

#### **Return Policy Article 10. Returning your Products**

1. You may keep your Products for as long as you like. Products will be considered returned when we receive them in undamaged condition. If you return some but not all Products, we charge your Payment Method for those Products you have not returned, which will have to amount to at least the Minimum Subscription Amount.
2. When you decide that you want to return a Product to us, you can use the return packing and label that we included in you order. First indicate in your Account the Products that you want to return.
3. Costs of returning will be covered by us when you use the provided return packaging and label. Returning via alternative shipping methods will not be covered by us.

#### **Termination Article 11. Right to terminate**

1. We hope that our Products meet your expectations. However, if this is not the case for a certain Product you have the right to return the Product to us within 14 days after you have received the Product from us and only if the Product is not used by you other than to assess the nature, characteristics and operation of the Product. You can only do this by sending us an e-mail at e-mail address [support@circos.co](mailto:support@circos.co) and tell which products you wish to apply this right to and let us know the reason. We will come back to you within 48 hours and you will then be asked to perform the return process via your Account on our Website.
2. You will have to return the Product to us within 14 days after the return form has been received by us. The costs for returning the Product to us are for your account. Therefore, please do not use the return packaging provided to you.
3. We will redeem any amount that you have already paid for the Product to your Payment Method. We are entitled to deduct the depreciation of the Product from the amounts to be repaid, insofar as that depreciation is the result of use by you that goes beyond what is necessary to determine the nature, characteristics and operation of the Product.

**Liability****Article 12. Liability**

1. To the extent permitted by mandatory (consumer) law, we are not liable to you, unless there is wilful misconduct or gross negligence on the part of Circos.
2. We are in no way liable to you for any damage resulting from the (temporary) unavailability or (interim) failure of the Website or your Account.

**Privacy****Article 13. Privacy**

We take your privacy serious. You can find the measures we take to keep your personal data safe in our privacy policy that can be found on our Website.

**IP Rights****Article 14. Intellectual Property Rights**

1. All Intellectual Property Rights with regard to the Website, as well as the information made accessible via the Website, including, but not limited to, texts, video, audio, image and / or photo material, rest with us and/or our Partners.
2. You are not permitted to download, copy, modify, reverse engineer, make public and / or use any information made accessible via the Website, unless we have given written permission for this.
3. No article or clause in these Terms is intended to transfer any Intellectual Property Rights to you.

**Amendments****Article 15. Amendments to the Terms**

1. These Terms constitutes the whole agreement between us relating to the Services and Products.
2. In the event that one or more provisions of these Terms turn out to be invalid, the remaining provisions will remain effective.
3. We can make amendments to these Terms. We will announce material amendments to you by email and by publication on the Website (meaning that we will not inform you if we delete a typo or if we make an amendment that does not affect the core of our agreement). Also, when you make a new order you will have to accept the amended Terms, otherwise you cannot order the Products. You may object against any material amendments within fourteen days of the announcement of the respective amendment after which you will be able to cancel your Subscription.

## Governing Law

### Article 16. Applicable law and disputes

These Terms are governed and construed in accordance with the laws of The Netherlands.

We of course hope that you are happy with our Services and Products. In case you are not, please let us know and we will try to solve the problem.

If there is a dispute that we cannot solve amicably than the dispute has to be – if not otherwise regulated by law - submitted to the court in Amsterdam.

## How can you contact us?

You can contact us at:

Circos B.V.

Magneetstraat 5, 1014 CC Amsterdam, The Netherlands

T: +31 20 26 189 26

General: [team@circos.co](mailto:team@circos.co)

Service: [service@circos.co](mailto:service@circos.co)

We are registered at the Dutch Trade Register: 74662597

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