

GENERAL TERMS & CONDITIONS

General Terms and Conditions of NM Beauty Industries B.V. t/a Gisou

THESE GENERAL TERMS AND CONDITIONS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY.

Introduction

The website [UK.Gisou.com](https://www.uk.gisou.com) (“**Site**”) is published and operated by NM Beauty Industries B.V. t/a Gisou, a private company established under Dutch law, based in Amsterdam, The Netherlands, and registered with the Chamber of Commerce under file number 63969769 (“**Gisou**”, “**we**”, “**us**”, “**our**”).

By placing an order on our Site, you are accepting to purchase a Product, a Service and/or a Gift Card on and subject to the following terms and conditions of Gisou (the “**General Terms and Conditions**”). The General Terms and Conditions always apply between you and Gisou when you use or place an order through the Site or participate in a contest run by us. The General Terms and Conditions contain important information for you as a Customer of Gisou. Please read them carefully, together with our [Privacy Policy](#) and [Terms of Use](#). We also recommend that you save or print the General Terms and Conditions, [Privacy Policy](#) and [Terms of Use](#), so you can consult them again at a later date.

What's in these General Terms and Conditions

- Prices and Information
- Products and Services
- Gift Cards
- Fulfilment and Delivery
- Right to Cancel and Refunds
- Payment
- Faulty or Defective Products
- Complaints
- Liability
- Contact Details

Section 1 Definitions

Agreement: any arrangement, agreement or contract concluded between Gisou and the Customer for the purchase of Products, Services and/or Gift Cards, which shall incorporate these General Terms and Conditions.

Customer: the consumer or business entity who enters into an Agreement with Gisou.

General Terms and Conditions: these general terms and conditions of Gisou

Gift Card: the electronic gift card(s) as offered on the Site.

Product(s): the product(s) as offered on the Site.

Service(s): the service(s) as offered on the Site.

Site: the website [UK.Gisou.com](https://www.uk.gisou.com) and all of its sub-domains.

Section 2 Applicability of the General Terms and Conditions

2.1 The General Terms and Conditions apply to all offers and deliveries from, and Agreements with, Gisou, unless otherwise explicitly agreed on in writing.

2.2 If the Customer declares other provisions or terms applicable in his order, confirmation or through any other communication medium, such provisions will only be binding upon us if and in so far as we have explicitly accepted them in writing.

Section 3 Prices and Information

3.1 All prices as displayed on the Site and on other materials originating from Gisou are for orders within the United Kingdom (“UK”) and include VAT and any other taxes and levies imposed by the government, unless stated otherwise on the Site. If the rate of VAT changes between the Customer’s order date and the date we supply the Product or perform the Service, we will adjust the rate of VAT that the Customer pays, unless the Customer has already paid for the Product or the Service in full before the change in the rate of VAT takes effect.

3.2 For orders outside of the UK, additional costs such as customs duties, VAT or any other fees, levies or taxes may apply. Such costs are expressly not included in the price and will be fully borne by the Customer. We cannot be held responsible for any additional costs, such as (including but not limited to), customs duties, VAT and/or any other fees, levies or taxes. We recommend contacting your local customs office for more information on specific taxes and customs duties in your country.

3.3 If shipping costs are charged, these will be clearly stated on the Site before the Agreement is concluded. The shipping costs will be displayed separately in the ordering process.

3.4 Although we take great care to ensure that the content of the Site is accurate and up to date, we cannot guarantee that all information on the Site is displayed correctly and/or is complete at all times. All prices and other information displayed on the Site and on other materials originating from Gisou may include typographical and/or programming errors. We are not liable for such typographical and/or programming errors and reserve the right to correct such errors at all times. If we accept and process the Customer’s order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Customer as a mispricing, we may end the Agreement, refund any sums paid and require the return by the Customer of any Products provided.

3.5 We reserve the sole right to make changes to the pricing and availability of the Products at any time without further notice. This will not affect any Agreements which have already been concluded between the Customer and Gisou.

Section 4 Products and Services

4.1 The images of the Products and the Services on our Site are for illustrative purposes only. We are not liable for any deviations between the colour of the actual Product and the colour of the Product as displayed on the Site.

4.2 We may change the Product at any time and without further notice (i) to reflect any changes in relevant laws and regulatory requirements; and (ii) to implement minor technical adjustments and improvements. These changes will not affect the Customer’s use of the Product.

4.3 We may suspend, cancel or change the Services at any time and without further notice. The Services are only provided to customers in the European Union, UK and United States, unless explicitly stated otherwise in writing by Gisou.

4.4 We may offer Services in the form of online virtual beauty consultations (a “**Virtual Beauty Consultation**”). An appointment for a Virtual Beauty Consultation will be available to book online via the scheduling tool on the Site on a first come first served basis. In

order to also allow other customers to make an appointment for a Virtual Beauty Consultation, a maximum of one (1) Virtual Beauty Consultation per person per week applies. We cannot guarantee availability of the Services.

4.5 The Virtual Beauty Consultation shall take place online on the date and time booked via the scheduling tool on the Site. The duration of the appointment and the beauty advisor which provides a Virtual Beauty Consultation may vary, and is determined at the sole discretion of Gisou and provided on the scheduling tool on the Site.

4.6 Changes or cancellations to an appointment for a Virtual Beauty Consultation can be made up to two (2) hours prior to the appointment. In the event a Customer fails to timely cancel, change or attend an appointment, the Customer will not receive a refund of the costs of the Virtual Beauty Consultation, nor will the Customer be given the opportunity to reschedule the appointment. Failure to timely cancel, change or attend an appointment on multiple occasions may result in refusal to participate in the Services offered by Gisou.

4.7 If the Customer does not attend the appointment for the Virtual Beauty Consultation within the first ten (10) minutes, then we are under no obligation to go ahead with the appointment and may cancel it at our sole discretion, without any obligation to reschedule or refund the Virtual Beauty Consultation to the Customer.

4.8 Only one (1) person may attend the Virtual Beauty Consultation. The Customer may not record the Virtual Beauty Consultation (video or audio). During the appointment, Gisou reserves the right to cancel or terminate the Virtual Beauty Consultation at any time, should it feel appropriate to do so, including (without limitation) if the Customer (or any of its companions) displays abusive, threatening or otherwise inappropriate behaviour.

4.9 Gisou retains the right to cancel, change the date and time of or amend an appointment for a Virtual Beauty Consultation at any time. In the event that Gisou cancels or changes an appointment, the Customer will have the option to either change or cancel the appointment at the time of notification.

4.10 Prior to the Virtual Beauty Consultation the Customer may be invited to complete a pre-consultation questionnaire in order to assist the Customer with a more tailored service. Any personal data provided will be treated in accordance with our [Privacy Policy](#).

4.11 We may record the audio of a Virtual Beauty Consultation for training and quality purposes, in accordance with our [Privacy Policy](#).

Section 5 Gift Cards

5.1 Gift Cards can only be purchased online and must be redeemed on [UK.Gisou.com](#). Gift Cards denominated in GB Pounds Sterling (£) may only be purchased and redeemed on the UK website. Gift Cards denominated in US dollar (\$) may only be purchased and redeemed on the US website ([us.gisou.com](#)) and Gift Cards denominated in Euros (€) may only be purchased and redeemed on the European website ([www.Gisou.com](#)). A Gift Card can be used to pay for the full value or part of the value of the selected Products and/or Services. A Gift Card cannot be redeemed against the purchase of another Gift Card. If a purchase is not completely covered by a Gift Card, an additional payment method as offered on the Site can be used to complete the purchase. Gift Cards are not redeemable for cash. The current balance of a Gift Card can be verified upon check-out or by sending an e-mail to [info@gisou.com](#).

5.2 When purchasing a Gift Card on the Site, the Gift Card will be sent to the recipient’s email address immediately after the purchase is completed. We shall not be liable for failure or delay in delivery outside of our reasonable control. The Customer is responsible for providing a correct email address for delivery. If the email address provided by the Customer cannot be confirmed, we reserve the right to withhold the delivery of the Gift Card.

5.3 The maximum amount that an individual Gift Card can hold is GBP £200,00. Gisou will provide the Customer with specific denominations to choose from which the Customer can select to load on to the Gift Card.

5.4 A Gift Card expires automatically once its balance has been exhausted. A Gift Card may not be topped up with additional funds.

5.5 A Gift Card is valid for two (2) years after the date of purchase. The expiration date is stated on the Gift Card. After the expiration date as stated on the Gift Card, the Gift Card cannot be used for a purchase, cannot be reactivated and the remaining value cannot be reimbursed. We have no obligation to remind or inform the Customer of a Gift Card's expiry date and it is the sole responsibility of the Customer to ensure that any balance is used in full prior to expiry.

5.6 The Customer is obliged to retain an expired Gift Card in the event the Customer wishes to return a purchase. Any Products or Services paid for using a Gift Card that are subsequently returned for a refund will be credited on the existing or a new Gift Card. If the total to be refunded is more than paid for by using a Gift Card, then the remaining refund balance will be refunded to the other payment method used by the Customer (e.g. credit/debit card or other payment methods, such as Paypal).

5.7 We are not liable for Gift Cards which are lost, stolen or inactivated. We advise Customers to treat the Gift Card as cash.

5.8 Gift Cards remain the property of Gisou who maintains the right to cancel the card in its sole discretion in situations where it is deemed necessary to do so (such as to comply with applicable laws or as a result of circumstances beyond its reasonable control).

Section 6 Instagram and TikTok contests and giveaways

6.1 By participating in a contest or giveaway organised and administered by Gisou, the participant irrevocably grants to Gisou a non-exclusive, worldwide, perpetual, assignable, fully paid, royalty-free license to repost, publish, reproduce, distribute, display, perform, create derivative works from or otherwise use the submission of the participant on all media channels and platforms. Gisou shall have the perpetual, worldwide right to publish and use the submissions in any way, and in any media for trade, advertising, promotional, and/or other purposes as Gisou may determine without further consideration to the participant.

6.2 Instagram and TikTok contests or giveaways of Gisou are not sponsored, endorsed or administered by, or associated with Instagram or TikTok.

6.3 Prizes are non-extendable, non-transferrable, non-refundable and cannot be exchanged for any cash in whole or in part or for any cash alternatives.

6.4 By participating in a contest or giveaway organised and administered by Gisou, a participant represents that he or she meets the eligibility requirements set out in the General Terms and Conditions and agrees to be bound by the General Terms and Conditions, any specific conditions of the contest or giveaway, the Instagram and TikTok Terms of Service and Community Guidelines, all applicable laws and regulations, the decisions or instructions of Gisou or its authorized representative(s) with respect to the contest or giveaway, and Gisou's sole interpretation of any specific contest or giveaway conditions, which shall be final.

6.5 Contests or giveaways are, unless stated otherwise in the specific contest or giveaway conditions, open to legal residents of the UK who: (i) are of legal age in their location of residence prior to the beginning of the contest, (ii) have not been a winner in any prior contests, giveaways or promotions of Gisou; and (iii) have internet access and a valid Instagram and/or TikTok account. Employees, officers and directors of Gisou and members of their immediate families and our retailers and suppliers are ineligible. Participants are limited to one (1) submission.

6.6 The winning participant of a contest or giveaway shall have 24 hours to claim his or her prize from the date that he or she is announced as a winner. After this time we reserve the right to select a new winner. The winner will need to provide us with all information we reasonably require to claim the prize. If the provided information cannot be confirmed, we reserve the right to withhold the delivery of the prize. If required so by Gisou, the winner shall sign and return to Gisou a publicity release form by a reasonable date determined by Gisou in form and substance satisfactory to Gisou in order to be eligible to receive the prize.

6.7 Prizes will be sent to the winner within thirty (30) days after we have received the complete and correct information from the winning participant. If any required information and (if applicable) the release form is not completed, signed, and/or returned within the stated time, the winner is deemed by Gisou to be ineligible or not to have complied with the rules of the contest or giveaway. If a potential winner is not reachable at the electronic mail address provided to Gisou within a reasonable period of time, or if a notification is returned as undeliverable, then the prize will be forfeited. We shall have no liability or obligation to a winner who is ineligible for a prize, or is unable to or who does not accept or utilise a prize, for any reason.

6.8 Unless otherwise set out in any applicable law, prizes are provided "as is" and without any warranty, representation or guarantee, express or implied in fact or in law, and any implied warranty of merchantability or fitness for a particular purpose.

6.9 We reserve the right at our sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or giveaway or the Site, violates these General Terms and Conditions, any specific conditions of the contest or giveaway, the Instagram and TikTok Community Guidelines, the applicable laws and regulations, any decisions or instructions of Gisou or its authorized representative(s) with respect to the contest or giveaway, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Gisou reserves the right at its sole discretion to review, exclude, decline and remove any submissions which are in violation of the aforementioned rules and/or violate any intellectual property rights.

6.10 Any personal information submitted in connection with a contest or giveaway will be treated in accordance with these General Terms and Conditions and our [Privacy Policy](#) (which may be amended from time to time and is currently located on www.gisou.com/service/privacy-policy). By entering a contest or giveaway all participants grant us permission to collect, store and use their personal data submitted with their entry for the purpose of the contest or giveaway, administration and prize fulfilment. In accordance with these General Terms and Conditions, a participant has the right to object to the publication of certain information or to request that the amount of information which is published is reduced by [contacting us](#).

6.11 We reserve the right in our sole discretion to suspend, cancel, withdraw, postpone, shorten, modify or terminate the contest or giveaway, winner selection, these General Terms and Conditions, the specific contest conditions of the contest or giveaway or prizes without prior notice.

6.12 Winners are responsible for any and all fees, charges and taxes applicable to prizes, including all national, federal, state and local taxes and the reporting consequences thereof. We reserve the right to substitute prizes for prizes of equal or greater value for any reason.

6.13 By tagging our Instagram accounts "[@gisou](#)" and/or "[@negin_mirsalehi](#)" and/or using the contest or giveaway related hashtag to submit an entry, the participant warrants and represents that: (i) the entry photograph and/or video is original and does not infringe the intellectual property rights of any third party, (ii) the participant owns or has the necessary licenses, rights, consents and permissions to publish and exploit the entry photograph and/or video, (iii) the entry does not feature trademarks, logo's or brand names other than Gisou, (iv) the entry is not made for any improper purpose such as to intimidate or harass any individual or to ridicule, disparage, or embarrass Gisou, and (v) the entry does not contain in material which is sexually explicit, obscene, violent, discriminatory, offensive or threatening.

GISOU'S BEE LEARNING GIVEAWAY

The Bee Learning Giveaway is designed to give our Gisou community the chance to one (1) of the five (5) prizes. There will be ten (10) winners who will be selected from all participants that have registered their e-mail address and Instagram handle after completing Gisou's Bee Learning Course on the Gisou website during the Submission Period. There are ten (10) prizes available in total, consisting of the parts as further described below, which will be awarded to ten (10) winners. The aggregate average retail value of the total prize (all 10 prizes combined) amounts to GBP £438,00 including VAT ("ARV"). The ARV is subject to market conditions, which can fluctuate, and any difference between actual market value and ARV will not be awarded to the winner. The Bee Learning Giveaway and the prizes are subject to the General Terms and Conditions of NM Beauty Industries B.V., including the specific giveaway conditions as described in this section. The Bee Learning Giveaway is being administered in accordance with the Dutch Code of Conduct for promotional games of chance.

Set out below are the specific Bee Learning Giveaway conditions:

- **Submission Period:** Participating in the Bee Learning Giveaway is possible within the period May 20, 2023, 00:00 GMT – June 15, 2023 23:59 GMT.
- **Eligible Participants:** The Bee Learning Giveaway is open to legal residents of the United Kingdom, excluding any territories NM Beauty Industries B.V. does not ship to, and unless prohibited by law, who: (i) are of legal age in their location of residence (and at least 18 years old) prior to the beginning of the Bee Learning giveaway, (ii) have not been a winner in any prior contests, giveaways or promotions of NM Beauty Industries B.V.; and (iii) have internet access and a valid Instagram account. Employees, officers and directors of NM Beauty Industries B.V. and members of their immediate families and our retailers and suppliers are ineligible. Participants are limited to one (1) submission.
- **Submission Method:**
 - i. Complete Gisou's Bee Learning Course on the Gisou website; and
 - ii. After completing the course, fill in all required fields in the automated form with your e-mail address to subscribe to the Gisou Newsletter and add your Instagram handle; and
 - iii. Make sure you follow @gisou on Instagram.
- **Winner Selection Method:** The winner will be picked at random using "Wask" (www.wask.co) comment winner generator, or a similar program as determined in the sole discretion of NM Beauty Industries B.V. The odds of winning the prize depends on the number of eligible entries received in the Submission Period. In no event will more than ten (10) entries be awarded the prize.
- **Notification Period:** June 20th, 2023, NM Beauty Industries B.V. shall attempt to contact the winner by e-mail to inform and request all information required in order to award the prize. The prizes will be shipped to the winners in the week of June 26th, 2023, at the expense of NM Beauty Industries B.V., provided that NM Beauty Industries B.V. has timely received the complete and correct information from the winner.
- **Prize Winner Announcement:** The winners will be contacted on June 20th, 2023 via e-mail.
- **Prize:** The winners will receive one the following prizes (hereinafter: the "Prize"):
 - Bee Season T-Shirt: 2 winners (£28)
 - Bee Season Jumpsuit: 2 winners (£114)
 - Honey Infused Hair Oil Mini: 2 winners (£19)
 - Honey Infused Lip Oil: 2 winners (£24)
 - Honey Infused Hair Perfume: 2 winners (£34)
- **Other conditions:**
 - i. NM Beauty Industries B.V. cannot be held responsible for any postal mail or delivery return, lost shipment, delays or mis-delivery of the Prize. The winner is fully responsible for any loss of (a portion of) the Prize after it has been delivered. NM Beauty Industries B.V. has no responsibility or obligation to a winner who fails to claim the Prize, refuses or does not utilize the Prize or forfeits the Prize, for any reason.
 - ii. NM Beauty Industries B.V. makes no representations, warranties or guarantees with respect to the potential benefits or

outcomes relating to the Prize, regarding the advice or commentary provided, the use, value, or enjoyment of the Prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply.

iii. By entering the Bee Learning Giveaway, each participant agrees that, to the extent permitted under applicable laws, NM Beauty Industries B.V. including its affiliates and their respective shareholders, members, directors, officers, employees, and agents, will have no liability whatsoever for and are released and held harmless from any injury, loss or damages of any kind to persons, including death, personal injury, or property damage, due in whole or in part, directly or indirectly, from the acceptance, possession, use, non-use or misuse of a Prize or participation in this giveaway or participation in any Prize-related activity. The winner assumes all liability for participation in all aspects of the Prize.

Article 7 Loyalty Program: The Collectors Club

7.1 The Loyalty Program of NM Beauty Industries B.V.: The Collectors Club (the "**Loyalty Program**") is designed to thank and reward our Clients. Points in the Loyalty Program can be earned by making eligible purchases on the Site, or by performing qualified Loyalty Program actions ("**Loyalty Program Actions**"). Once a participant of the Loyalty Program ("**Loyalty Program Participant**") has earned a certain amount of points, it is eligible for certain benefits and rewards applicable to that amount of points. The benefits and rewards may vary from time to time, can be offered on a limited basis and may be changed or revoked at our sole discretion. Currently, only purchases made on the Site are eligible for the Loyalty Program.

7.2 Eligible individuals may participate in the Loyalty Program by visiting [UK.Gisou.com](https://uk.gisou.com) and creating an account (a "**Collectors Club Account**"). To create a Collectors Club Account, a name, date of birth, email address and a (created) password are required. Additional information may be provided when creating a Collectors Club Account, which information is optional, but may lead to the provision of additional benefits and rewards. A Loyalty Program Participant is solely responsible for maintaining the accuracy of its Collectors Club Account information and for updating it as required. Any personal data provided will be treated in accordance with our [Privacy Policy](#) as published on the Site. By creating a Collectors Club Account the Loyalty Program Participant represents that he or she meets the eligibility requirements as set out in the General Terms and Conditions and agrees to be bound by the General Terms and Conditions.

7.3 The Loyalty Program is limited to one account per individual and is available to individuals for personal use only. The Loyalty Program may not be used for business purposes. Only individuals who are of legal age in their location of residence prior to creating an account are eligible to participate in the Loyalty Program. We may refuse to create an account for any reason. All employees, officers and directors of Gisou are ineligible to participate in the Loyalty Program.

7.4 The Loyalty Program is offered at our sole discretion. We may alter, limit or terminate the Loyalty Program, the structure of the Loyalty Program, the Loyalty Program Actions, any feature of the Loyalty Program, and/or the General Terms and Conditions at any time and in any manner in our sole and absolute discretion without notice.

7.5 The Loyalty Program is a tier-based program that is determined by the amount spent by a Loyalty Program Participant on eligible purchases on the Site within a 12 month rolling period, starting on the date on which a Collectors Club Account is created.

There are 3 tiers with associate benefits:

- **Tier 1 (Collector Level 1):** GBP 0 – GBP 299 ;
After creating a Collectors Club Account, the Loyalty Program Participant will be automatically placed in Tier 1 and is eligible for the benefits and rewards associated to Tier 1.
- **Tier 2 (Collector Level 2):** GBP 300 – GBP 599 ;
After having spent GBP 300 or more on eligible purchases, but less than GBP 600 , within a 12 month rolling period, a Loyalty Program Participant will be automatically upgraded to Tier 2 and is eligible for the benefits and rewards associated to Tier 2.
- **Tier 3 (Collector Level 3):** GBP 600 or more.
After having spent GBP 600 or more on eligible purchases, within a 12 month rolling period, a Loyalty Program Participant will be automatically upgraded to Tier 3 and is eligible for the benefits and rewards associated to Tier 3.

7.6 Only eligible purchases made on the Site within the last 12 month rolling period – not taking into account the period prior to enrollment – will count towards tier eligibility. A 12 month rolling period means a period of 12 consecutive months determined on a rolling basis.

7.7 One (1) point is received for every GBP 1,- spent on eligible purchases on the Site. Eligible purchases after application of promotional offers and before application of taxes, shipping charges and/or any other excluded charges as specified by Gisou, count toward the Loyalty Program tier status. The points will be awarded after the payment is finalised.

7.8 If a Loyalty Program Participant returns an eligible purchase to Gisou and a refund is successfully processed, the associated points earned will be deducted from its Collectors Club Account. This deduction will result in an automatic recalculation of the points and tier eligibility. In the event a Loyalty Program Participant is no longer eligible for a certain tier status as a result, it will automatically be downgraded to a lower tier accordingly.

7.9 In addition to eligible purchases, points may also be earned for performing Loyalty Program Actions. In order to earn points by performing Loyalty Program Actions, a Collectors Club Account is required. The Loyalty Program Participant may be required to be logged into its Collectors Club Account before completing a Loyalty Program Action on the Site in order to earn points. The number of points awarded for each Loyalty Program Action is determined in our sole discretion and may be subject to a maximum number of points earned per year or per lifetime.

Loyalty Program Actions are:

Program Action:	Awarded points:	Restrictions:
1. Create a Collectors Club Account	10 points	One time only
2. Receive a Birthday Reward	50 points	One time per year
3. Make a Successful Referral	250 points	No more than 3 times per person
4. Leave a Review	5 points	One time per purchased product
5. Follow Gisou on Instagram	5 points	One time only
6. Sign-up for Gisou's Newsletter	50 points	One time only

7.10 For each of the above mentioned Loyalty Program Actions, with the exception of creating a Collectors Club Account, receiving a Birthday Reward and making a Successful Referral a Loyalty Program Participant must be logged into its Collectors Club Account when performing a Loyalty Program Action in order to be eligible for points.

7.11 The earned points represent a value off an eligible purchase. Points can be redeemed by the Loyalty Program Participant during checkout. The Loyalty Program Participant must be logged in to its Collectors Club Account in order to redeem points. The balance of points is displayed in the Collectors Club Account page and during checkout. The redemption can only take place against the following pre-set, fixed, redemption options:

- 125 points = £ 5,-
- 250 points = £ 10,-
- 375 points = £ 15,-
- 500 points = £ 20,-
- 625 points = £ 25,-

7.12 Certain benefits and rewards are based on the tier level achieved. A Loyalty Program Participant is eligible for these benefits and rewards while in a certain tier. If a Loyalty Program Participant is upgraded to a higher tier or downgraded to a lower tier, benefits and rewards change accordingly. Tier benefits and rewards can only be redeemed on the Site. The following benefits and rewards are associated with the respective tiers:

Benefits & Rewards	Tier 1	Tier 2	Tier 3
1. Point Multiplier	1 point	1 point	1.5 point
2. Shipping	Orders over £ 50,-	Orders over £ 50,-	Free shipping
3. Early access to Sales and Promos		✓	✓
4. Early access to pop-ups		✓	✓
5. Early access to limited edition / returning best-sellers		✓	✓
6. Double Points Days		✓	✓
7. Birthday Reward	50 points	50 points	125 points
8. Early access to virtual hair care workshops	✓	✓	✓
9. Early access to new products			✓

7.13 Only the Loyalty Program Participant making an eligible purchase may accumulate benefits, rewards and/or points. We reserve the right to monitor the number of accounts per household and refuse, merge or close additional or duplicate accounts at any time at its sole discretion and without notice. Your Collectors Club Account information is confidential and should not be shared with others.

7.14 All points automatically expire after a 12 month inactivity period, where inactivity stands for a Loyalty Program Participant who has not earned or redeemed any points within this 12 month period. For the purpose of this provision, points awarded in connection with the Birthday Reward are not considered as earned points.

7.15 Gisou reserves the right to cancel a Collectors Club Account after a 24 month inactivity period, where inactivity stands for a Loyalty Program Participant who not logged into its Collectors Club Account within the last 24 months. In order to keep a Collectors Club Account active a Loyalty Program Participant must log into its Collectors Club Account at least once within 24 months.

7.16 Benefits, rewards and points earned through the Loyalty Program have no cash value. Points are non-extendable, non-transferrable, non-refundable and cannot be exchanged for any cash in whole or in part or for any cash alternatives. Tier status and points credited to a Collectors Club Account will be decreased or reversed, as applicable, if part or all of an eligible purchase is returned or cancelled or if the credit is obtained through fraudulent or other activity that violates these General Terms and Conditions as determined in our sole discretion. The sale, transfer, exchange or assignment of any benefits, rewards or points offered through the Loyalty Program, other than by Gisou, is expressly prohibited.

7.17 Any products and/or services made available through the Loyalty Program and/or any samples that Gisou may provide to a Loyalty Program participant are for personal use only. It is strictly prohibited to sell or resell any of the products, services, or samples received through the Loyalty Program.

7.18 Gisou is not responsible for benefits, rewards and/or points lost or redeemed due to fraudulent activity by the Loyalty Program participant or any third party.

7.19 If a Loyalty Program Participant wishes to cancel its Collectors Club Account, it can do so by contacting Gisou at info@gisou.com. When contacting us, please mention "Delete Collectors Club Account" as the subject in your email and specify your name and email address associated with your Collectors Club Account. When cancelling a Collectors Club Account all accumulated points, benefits, rewards and tier status will be lost accordingly.

7.20 In case you have any concerns that an eligible purchase or Loyalty Program Action was not properly applied to your Collectors Club Account, or in case of any other questions please contact Gisou at: info@gisou.com. When contacting us, please specify your name and email address associated with your Collectors Club Account, the date of the activity, and the issue(s) encountered. This email must be sent no more than thirty (30) days after the date of an eligible purchase or Loyalty Program Action.

Section 8 Conclusion of the Agreement

8.1 The Agreement will be deemed to be concluded at such moment that the Customer accepts the offer of Gisou by clicking the "BUY" button on the checkout page of the Site, which is subject to the General Terms and Conditions.

8.2 After the Customer has accepted the offer by electronic means, we will confirm receipt of acceptance of the offer by electronic means.

8.3 If it is found that, in accepting or otherwise entering into the Agreement, the Customer has provided incorrect data, we will have the right to suspend our obligations until the correct data has been received from the Customer.

8.4 We expressly reserve the right to reject a Customer's order without stating reasons.

8.5 Gisou prohibits the sale of Products and Services by unauthorised resellers and does not sell or supply Products or Services to unauthorised resellers. An order placed by an unauthorized reseller will be rejected without stating reasons and the Customer concerned may be excluded by Gisou from the Site.

Section 9 Fulfilment and Delivery

9.1 As soon as we have received a Customer's order and has confirmed its acceptance, we will hand over the Products to the shipping company as selected by the Customer during the ordering process. The shipping company will deliver the Products to the Customer.

9.2 Gisou is authorised to engage third parties in the fulfilment of its obligations under the Agreement.

9.3 The Site includes information describing the manner of delivery of the Products and an estimation of the term in which the Products will be delivered to the Customer.

9.4 If we are unable to deliver the Products within thirty (30) days after the confirmation of acceptance of the order, it will notify the Customer accordingly. In such event, the Customer has the right to either agree to a new delivery date or to cancel the Agreement without incurring any costs, and the Customer will receive a refund for any Products paid for but not received. We are not liable for any delay in the delivery process outside of our reasonable control.

9.5 We advise the Customer to inspect the Products upon receipt and to report any defects to us within two (2) working days after delivery in writing or by email, and in any event, within a reasonable period of time after discovering the defect.

9.6 As soon as the Product has been delivered to the delivery address submitted by the Customer, the risk of the Product fully transfers to the Customer, without prejudice to any rights consumers may have. This means that the Customer becomes responsible for the Goods.

9.7 If no one is available at the Customer's address to take delivery and the Products cannot be posted through the Customer's letterbox, we will leave a note informing the Customer of how to re-arrange delivery or collect the Products from a local depot. If the Customer fails to collect the Products from us as arranged or if, after a failed delivery to the Customer, it does not re-arrange delivery

or collect the Products from a delivery depot, we will contact the Customer for further instructions and may charge the Customer for any further delivery costs. If, despite our reasonable efforts, we are unable to contact the Customer or re-arrange delivery or collection we may end the Agreement and refund the Customer for the price of the Products (excluding any delivery charges we have incurred).

9.8 If the ordered Product is out of stock or can no longer be supplied for any other reason, we may cancel the order by notifying the Customer or deliver a Product that is comparable in nature and quality to the ordered Product. In that case, the Customer will have the right to terminate the Agreement without incurring any costs and the Customer may return the comparable Product free of charge within fourteen (14) days after the Product has been delivered to the Customer.

Section 10 Right to Cancel and Refunds

10.1 The Customer has the right to cancel the Agreement and receive a refund for a Product within fourteen (14) days after the Product has been delivered to the Customer unless a Product order is split into several deliveries over different days. In this case, the Customer has until 14 days after the day the Customer receives the last delivery to cancel the Agreement. For UK Customers, such cancellation rights are pursuant to the statutory rights under the Consumer (Information, Cancellation and Additional Payments) Regulations 2013. The Customer must bear the costs for shipping the Products to Gisou. For Customers outside the UK, this may also involve additional costs, such as (including but not limited to), customs duties, VAT and/or any other fees, levies or taxes. Such costs will be fully borne by the Customer. We cannot be held responsible for any additional costs incurred by the Customer for returning the Products to us.

10.2 The Customer must inform Gisou of its wish to cancel and return the Product by sending an e-mail to info@gisou.com, by filling out the model cancellation form (to be found at the end of these General Terms and Conditions) or in any other unambiguous way within fourteen (14) days after the Product has been delivered to the Customer. This notification must include the following information: order number, name, phone number, e-mail address and delivery address. After receipt of the notification, Gisou will provide a Return Authorization number ("RA Number") to the Customer. After receipt of the RA number, the Customer will have fourteen (14) days to return the Product to Gisou.

10.3 Insofar reasonably possible, returned Products must be sealed, unused, undamaged and returned in its original unopened packaging with its original packing slip. Returned Products that do not satisfy all of the aforementioned conditions, cannot be accepted due to health protection and hygiene reasons.

10.4 Unless the Products are faulty or misdescribed, the Customer is responsible for the chosen shipping method for the return of the Product. The risk of the Product will transfer to us when we have received the Product. This means that we are not responsible for any returns which are (for example) lost and/or damaged during transport when being returned. We therefore advise you to choose registered shipment, request tracking information and ensure the package containing the returned Product(s) is secure. Gisou does not make any exceptions to this policy.

10.5 We will confirm receipt of the returned Product upon receipt. Within fourteen (14) days of being notified that the Customer wishes to return the Product, we will refund the total purchase price (including shipping costs) to the Customer, provided that we have received the returned Product itself or the Customer is able to proof shipment of the Product. If the Customer selected a shipping method that was more expensive than the "standard shipping method", we will only reimburse the price of the "standard shipping method".

Section 11 Payment

11.1 The Customer shall pay the amounts due to Gisou in accordance with the ordering process and through the payment method selected on the Site. Gisou is free to offer any payment method of its choice and may change these payment methods at any time.

11.2 Any refunds will be provided by the method used by the Customer for payment, unless agreed otherwise.

Section 12 Faulty or Defective Products

12.1 Gisou warrants that the Products are suitable for their intended use, as described on the Site. Additional warranty terms for Gisou tools may apply as described in the warranty section of the user manual which can be found included with the product and/or on the product page on the Site.

12.2 If the delivered Product fails to comply with the Agreement, the Customer must notify Gisou thereof in writing (which includes e-mail) within a reasonable period of time, where a notification within two (2) months after the Customer has discovered the defect will be considered reasonable. Such notification must contain a description of the defect in as much detail as possible, in order to enable Gisou to provide an adequate response and/or take adequate action.

12.3 If a Product fails to comply with the Agreement and the Customer has correctly notified Gisou in writing within a reasonable period of time, the Product concerned will be repaired, replaced or (partially) refunded, as may be agreed with the Customer. We will pay the costs of return and other shipping costs in case of faulty or misdescribed Products.

12.4 We only offer warranties on Products purchased on the Site or from an authorised reseller and accompanied by a valid receipt or proof of purchase. If a Customer purchases a Product from an unauthorised reseller, the warranty will not be valid. Please be aware that there are some websites or dealers (e.g. on Amazon) who claim to be authorised resellers but are not. Products sold on these websites or from these dealers do not carry a warranty from Gisou. When purchasing Products from an unauthorised website, there is a risk that these Products may be counterfeit, used, defective, or may not be designed or fit for use. Please ensure that you only purchase Products through the Site or from an authorised reseller. If you have any questions about authorised resellers, please [contact us](#). This disclaimer is without prejudice to any rights consumers may have and to the extent permitted by applicable law.

Section 13 Complaints

13.1 If the Customer has any complaints in connection with a Product or Service (in accordance with Section 11 entitled, "Faulty or Defective Products"), or regarding any other aspects of the Site or service of Gisou, it can submit a complaint by email or in writing. The [contact details](#) of Gisou are provided at Section 17 of these General Terms and Conditions.

13.2 We will respond to the complaint as soon as possible, and in any case within seven (7) days after receipt of the complaint. If we are unable to formulate a substantive response to the complaint within such period, we will confirm receipt of the complaint within seven (7) days after receipt of the complaint and give an indication of the term within which we expect to be able to give a substantive or definitive response to the Customer.

Section 14 Liability

14.1 Gisou does not limit or exclude in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation or for breach of the Customer's legal rights in relation to the Products/Services and for defective Products under the Consumer Protection Act 1987.

14.2 Subject to Sections 13.1 and 13.4, the total liability of Gisou in respect of the Customer due to our failure to perform the Agreement is limited to an amount equal to the price paid under the relevant Agreement (including VAT and shipping costs).

14.3 For consumers. Customers who are consumers have certain statutory legal rights in relation to Products that are faulty or not as described. Nothing in these General Terms and Conditions will affect these rights.

14.4 For non-consumers. Subject to Section 13.1 and to the extent permitted by applicable law, Gisou is not liable for any indirect damages or losses, including, without limitation, consequential damages, lost profits, lost savings, loss of data and damage due to business interruption.

14.5 To the extent permitted by applicable law, and without prejudice to any rights consumers may have, Gisou will only be liable to the Customer on account of an attributable failure in the performance of an Agreement if the Customer issues a written notice of default to Gisou without delay, stipulating a reasonable period of time in which Gisou has the possibility to remedy the default, and Gisou fails to cure the default within such period (unless the default cannot be remedied). The notice of default must contain a description of the default in as much detail as possible, in order to enable Gisou to provide an adequate response and/or take adequate action.

14.6 Any event giving rise to compensation is always subject to the condition that the Customer reports the damage or loss in writing to Gisou as soon as possible after the damage or loss has arisen.

14.7 If we fail to perform or are delayed in performing any of our obligations under the Agreement due to an event outside of our control (or the control of any third parties engaged by us) then, provided we take steps to minimise the effect of any failure or delay, Gisou is not liable for such failure or delay in the performance of its obligations under the Agreement, the General Terms and Conditions or any damage or loss the Customer has incurred. If there is a complete failure or a risk of a substantial delay then you may contact us to end the Agreement and receive a refund for any Products you have paid for but not received.

Section 15 Ownership of Products

15.1 As long as Gisou has not received full payment for the Products, Gisou will retain the ownership of the Products. The Customer will own the Product after Gisou has received payment in full.

15.2 Gisou may suspend its obligations until payment has been received in full.

Section 16 Personal details

16.1 Gisou will process the Customer's personal data in accordance with the [Privacy Policy](#), [Cookie Policy](#) and [Terms of Use](#) as published on the Site.

Section 17 Final provisions

17.1 The General Terms and Conditions and the Agreement and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with English law. If you are acting as a consumer and if mandatory statutory consumer protections in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of English law.

17.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the General Terms and Conditions and the Agreement or its subject matter or formation, including non-contractual disputes or claims. Customers who live in Scotland can bring legal proceedings in either the Scottish or English courts and Customers who live in Northern Ireland can bring legal proceedings in either the Northern Irish or English Courts.

17.3 In the event that any of the provisions contained in the General Terms and Conditions will be deemed invalid or unenforceable, then the remaining provisions shall be construed as if such invalid provisions were not contained herein; and such invalid or unenforceable provisions will then be deemed to have been replaced by a provision which as closely as possible meets the intention of Gisou when inserting the original provision.

17.4 In the event of any conflict or inconsistency between the provisions in these General Terms and Conditions and the Agreement, the provisions of the Agreement will prevail.

17.5 These General Terms and Conditions are not intended to be for the benefit of, and will not be exercisable by, any person who is not a party to them.

17.6 If we decide not to exercise or enforce any of our rights that we may have against the Customer at a particular time, this does not prevent us from later deciding to exercise or enforce that right.

17.7 We may transfer our rights and obligations to another organisation. The Customer may only transfer its rights or obligations under these General Terms and Conditions if we agree to this in writing. However, the Customer may transfer any guarantee for a Product to a person who has acquired the Product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant Product.

17.8 Gisou has the right to update and to make changes to these General Terms and Conditions at any time. It is the Customer's responsibility to check these General Terms and Conditions from time to time to ensure that the Customer is aware of any changes which have been made. We will notify Customers if changes to these General Terms and Conditions are significant and/or have an adverse effect on Customer's rights and obligations under the Agreement. In case of significant or adverse changes, the Customer will have the right to end the Agreement before the changes take effect and receive a refund for any Products and/or Services paid for but not received.

CONTACT DETAILS

Should you have any questions, complaints or comments after reading the General Terms and Conditions, or if you need to provide us with notice, please contact us by email or in writing.

Gisou

Nieuwe Spiegelstraat 10

1017 DE Amsterdam

The Netherlands

E: info@gisou.com

Chamber of Commerce number: 63969769

These General Terms and Conditions were last amended on 23 May 2023.

(MODEL CANCELLATION FORM)

(Complete and return this form only if you wish to withdraw from the contract)

To:

NM Beauty Industries B.V.

Nieuwe Spiegelstraat 10

1017 DE Amsterdam

The Netherlands

E: info@gisou.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*].

Ordered on [*/received on [*].

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper), *

Date:

[] Delete as appropriate*