



# YOURS TRULY.

CLEAN AND PERSONALIZED HAIR CARE.

## GENERAL TERMS AND CONDITIONS

For sales contracts concluded over the online store accessible at [yourstruly.eu](http://yourstruly.eu) between

Yours Truly GmbH, Breslauer Str. 20, 64342 Seeheim-Jugenheim, Germany, entered in the commercial register at the Darmstadt District Court under the register number HRB 100303, represented by Veronika Wild, Sales Tax ID: DE 330 543 065, as Vendor - hereinafter: „Yours Truly“ –

and

A Customer as Purchaser - hereinafter referred to as „Customer“

### §1 SCOPE

The following General Terms and Conditions (GTC) in the version valid at the time the order is placed conclusively govern the contractual relationship between Yours Truly and the Customer who purchases the goods offered over the Yours Truly online store.

### §2 CONTRACT CONCLUSION

(1) The presentation and advertising of the products in the Yours Truly online store in no way constitutes a binding offer to conclude a purchase contract.

(2) The Customer can select various products, in particular hair care products, from the Yours Truly range. The special feature of Yours Truly products is that in most cases the Customer combines the ingredients they choose themselves by answering questions during a quiz. In doing so, they assign their own fragrance to them at all times and can personalize the finished products by printing their name on them. The Customer collects the Yours Truly products they have assembled in this way in a virtual shopping cart by clicking on the "Add to cart" button. They only make a binding offer to purchase the Yours Truly products in their shopping cart when they click on the "Order subject to payment" button. Before submitting their order, the Customer can at any time change and view the Yours Truly products they have assembled or the data they have entered. However, the offer can only be submitted and transferred if the Customer, by clicking on the "Order subject to payment" button, has accepted the General Terms and Conditions as contractual terms and conditions, has acknowledged the excluded right to cancel and has thereby included both in their offer. Registered Customers can view their past orders at any time over the Customer Login section ("Login").

(3) Yours Truly then sends the Customer an automatic confirmation of receipt by email which lists the Customer's order again and which the Customer can print out. The customer will receive an automatically generated invoice for the purchase with this email. The contract is concluded when Yours Truly arranges for the goods to be sent.

The text of the contract shall be stored in compliance with data protection laws. The General Terms and Conditions shall also be made available to the Customer on the website as a downloadable PDF.

(4) The contract is concluded in German.

### §3 DELIVERY, GOODS AVAILABILITY

(1) Delivery times quoted by Yours Truly are calculated from the time of the order confirmation, subject to prior payment of the purchase price (except for purchases on account). If advance payment has been agreed, the delivery time specified is calculated from the time of the order confirmation. The delivery time is indicated on the respective product pages.

(2) The following delivery restrictions apply: Yours Truly only delivers to Customers who have their habitual place of residence (billing address) in one of the following countries and can provide a delivery address in the same country: Austria, Belgium, Czech Republic, Denmark, France, Germany, Italy, Luxembourg, New Zealand, Netherlands, Poland, Russia, Spain, Switzerland and the United States of America.

### §4 RESERVATION OF TITLE

The delivered goods remain the property of Yours Truly until full payment has been made.

### §5 PRICES AND SHIPPING COSTS

(1) All prices stated on the website of Yours Truly are inclusive of the statutory value-added tax effective in Germany, where applicable.

(2) The corresponding shipping costs are stated to the Customer on the order form and are to be covered by the Customer.

We charge a flat rate of €3.99 per order for delivery within Germany. For order values of €29 and above, Yours Truly delivers to the Customer free of charge within Germany.

All orders to Austria over 35.00 € are delivered free of charge. Below that amount for order value of up to 24.99 € shipping costs of 5.50 € apply and for order value of up to 34.99 € shipping costs of 2.95 € apply.

For orders over 63.00 € from Belgium, Czech Republic, Denmark, France, Italy, Luxembourg, Netherlands, New Zealand, Austria, Poland, Russia, Spain and Switzerland and the United States of America we deliver free of charge. Below that amount, shipping costs will apply in the following amounts:

Belgium, Luxembourg, Netherlands, Poland, Czech Republic: 8.99 €

United Kingdom, Denmark, France, Italy, Spain: 10.99 €

Switzerland: 19.99 €

Russia: 29.99 €

United States of America, New Zealand: 37.99 €

(3) The goods are shipped by mail to the delivery address specified by the Customer.

(4) If the delivery is made to a non-EU country, further customs duties, taxes or fees may be payable by the Customer to the customs or tax authorities responsible in the Customer's respective country of delivery. Yours Truly therefore recommends that the relevant details be obtained from the local customs or tax authorities in the Customer's country of delivery before placing an order.

### §6 PAYMENT TERMS

Payment of the purchase price is due immediately on conclusion of the contract. If the due date for payment is determined by the calendar, then the Customer already enters into default by missing the deadline. In this case, they are obliged to pay Yours Truly default interest of 5 percentage points above the base interest rate for the year.

Yours Truly uses CrefoPay to process all payment methods. CrefoPay is a service from Creditreform and CrefoPayment GmbH & Co. KG.

The Customer can make payment for all purchases using the payment methods below, and can change the payment method saved in their user account at any time.

#### (1) Purchase on account

Customers can conveniently pay by invoice in the Yours Truly online store. After completing the order process, the Customer

er receives the bank details and payment reason by email.

The Customer then transfers the payment to the named account specifying the reason for payment, so that the payment can be correctly assigned.

If a Customer decides to make a purchase on account, their data (meaning all data that can be related to them personally, e.g. name and contact details) may be passed on to Creditreform Boniversum GmbH, Hammfelddamm 13, 41460 Neuss, Germany for a credit check. If this check does not bring the desired result, for example, because the data cannot be clearly assigned, other available methods of payment are automatically offered to the Customer. The information pursuant to Art. 14 European Union General Data Protection Regulation on data processing at Creditreform Boniversum GmbH is available at [www.boniversum.de/eu-dsgvo/?lang=en](http://www.boniversum.de/eu-dsgvo/?lang=en).

In the event of a return, the corresponding amount is credited to the bank account from where the Customer made the original transfer.

#### (2) Direct debit

Customers can also conveniently make purchases in the Yours Truly online store by direct debit. If a Customer chooses direct debit as a method of payment, they will be asked for their bank details. On confirmation of the order, the Customer issues a direct debit mandate that authorizes collection of the purchase amount.

If a Customer opts for direct debit, their data (meaning personal data and therefore any details that relate to them personally, e.g. name and contact details) may be passed on to Creditreform Boniversum GmbH, Hammfelddamm 13, 41460 Neuss, Germany for a credit check. If this check does not bring the desired result, for example, because the data cannot be clearly assigned, other available methods of payment are automatically offered to the Customer. The information pursuant to Art. 14 European Union General Data Protection Regulation on data processing at Creditreform Boniversum GmbH is available at [www.boniversum.de/eu-dsgvo/?lang=en](http://www.boniversum.de/eu-dsgvo/?lang=en).

In the event of a return, the credit amount will be transferred to the bank account the Customer specified at the time of purchase.

#### (3) Credit card

Customers can pay conveniently and securely in the Yours Truly online store using their credit card. We accept the following credit cards: VISA and MasterCard. To make payment, the Customer simply selects their preferred credit card during the purchase process and enters the requisite data in the fields provided.

The credit card data is transferred in encrypted form by SSL. This can be recognized by the "https" in the browser address bar on the payment pages. This means that making purchases by credit card in the Yours Truly online store is highly secure.

The 3D Secure credit card security procedure is used to increase the security of credit card payments. This procedure is referred to as Verified by VISA for VISA cards and MasterCard Secure Code for MasterCard cards. If the Customer's credit card is activated for 3D Secure, they are automatically forwarded to their bank's website. There, they can confirm the transaction by entering their personal SecureCode and password. If a Customer's credit card is not yet registered for the 3D Secure process, they can be do so during the payment process. After the 3D Secure authentication, the Customer is automatically redirected to the store.

In the event of a return, the corresponding amount is credited to the credit card originally debited.

#### (4) Prepayment

At Yours Truly, a Customer can pay in advance. The Customer then receives the details for making the payment transfer once they have finished placing their order.

Orders for Customers who pay in advance are processed and shipped by Yours Truly as soon as payment has been received. Depending on your bank, it can take one to three working days from the time the bank transfer order is initiated until payment is received.

The Customer should only transfer the payment to the named account while specifying the reason for payment, so that the payment can be correctly assigned.

In the event of a return, the corresponding amount is credited to the bank account from where the Customer made the original transfer.

#### (5) Immediate transfer

SOFORT Überweisung is the online transfer service from SOFORT GmbH.

Once the Customer has selected SOFORT as the payment method and confirmed the order, they are forwarded to SOFORT. There they can perform the online transfer with their online banking details or with their PIN and a TAN.

SOFORT Überweisung complies with the high standards of security for online banking and has TÜV-certified data protection.

In the event of a return, the amount credited is refunded to the Customer's bank account.

#### (6) PayPal

In the Yours Truly online store Customers can also pay by PayPal. Once the Customer has selected PayPal as the payment method, they are redirected to PayPal. Once there, they can authenticate themselves using their PayPal username and password. If the Customer does not have a PayPal account, they can register with PayPal first.

In the event of a return, the amount is credited to the PayPal account originally used for payment.

### § 7 VOUCHERS IN THE YOURS TRULY® ONLINE SHOP

(1) The Customer can purchase gift vouchers in the amount of €25.00-€100.00 in the online store. The vouchers have an expiry date of 3 years after the date of purchase ("Gift voucher validity"). These vouchers can be redeemed by any third party within the valid voucher period in the Yours Truly online store.

### §8 WARRANTY FOR DEFECTS, GUARANTEE

(1) Yours Truly is liable for material defects in accordance with the applicable statutory provisions, in particular Sec. 434 et seq. German Civil Code (BGB).

(2) An additional guarantee for the goods delivered by Yours Truly only applies if this was expressly stated in the order confirmation for the respective article.

### §9 LIABILITY

(1) Customer claims for damages are excluded. Excluded from this are Customer claims for damages resulting from loss of life, limb, or health, or from a breach of essential contractual obligations (cardinal obligations), as well as liability for other damages based on an intentional or grossly negligent breach of duty by the Vendor, their legal representatives or vicarious agents. Essential contractual obligations are those obligations the fulfillment of which is necessary to achieve the purpose of the contract.

(2) In the event of a breach of material contractual obligations, Yours Truly is only liable for the foreseeable damage typical



for the contract if such damage was caused by simple negligence, unless claims for damages by the Customer arising from loss of life, limb or health are concerned.

(3) The restrictions of (1) and (2) also apply to the legal representatives and vicarious agents of Yours Truly if claims are asserted directly against them.

(4) The limitations of liability resulting from (1) and (2) do not apply if Yours Truly fraudulently concealed the defect or assumed a guarantee for the quality of the goods. The same applies if Yours Truly and the Customer reached an agreement on the quality of the goods. The provisions of the Product Liability Act (ProdHaftG) remain unaffected.

**§10 EXCLUSION OF THE RIGHT TO CANCEL FOR PERSONALIZED GOODS**

(1) The regular range of goods in the Yours Truly online store includes exclusively goods that are made to Customer specifications or are clearly tailored to personal needs, as well as sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal is removed after delivery. For this reason, we would like to point out that due to the statutory exemption provisions contained in Sec. 312g (2) (1) (1) and (3) German Civil Code (BGB), the consumer also has no right to cancel distance contracts (online sales) that the Vendor enters into with consumers.

Customers are therefore asked to note that in the specific contractual relationship with Yours Truly, the declaration of intent they make in the form of an order becomes binding immediately upon receipt by us and hence cannot be cancelled.

**§11 CANCELLATION INSTRUCTIONS FOR NON-PERSONALIZED GOODS**

(1) The statutory right to cancel of a Customer who is a consumer remains unaffected by this with regard to any temporarily and separately available stock goods, serial articles or other, non-personalized products. If the contract is concluded for this purpose with a Customer over our online store or in the form of another distance selling transaction, the Customer can cancel the contract on the basis of the statutory provisions. We inform you about this in accordance with the statutory provisions as follows:

(2) When concluding a distance selling transaction, consumers generally have a statutory right to cancel, which is excluded in the case of generally personalized Yours Truly goods.

However, a right to cancel still applies to separately available stock goods, serial articles or other, non-personalized products, which Yours Truly informs you about below in accordance with the statutory model. In (4) below you will find a model cancellation form.

**CANCELLATION RIGHT**

(1) You have the right to cancel this contract within fourteen days without providing a reason. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the final goods.

In order to exercise your right to cancel, you must inform us (Yours Truly GmbH, Breslauer Str. 20, 64342 Seeheim-Jugenheim, Germany, hallo@yourstruly.eu, Phone: +49 (0)6257 9574986) by means of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to cancel the contract concerned. If you wish, you can also use the enclosed model cancellation form, although it is not obligatory.

In order to comply with the cancellation deadline, it suffices to send notification of your wish to exercise your right to cancel prior to the cancellation deadline expiring.

**EXCLUSION OF THE RIGHT TO CANCEL**

(2) The right to cancel does not apply to contracts for the delivery of goods that are made to Customer specifications or are clearly tailored to personal needs (Sec. 312g (2) (1) (1) GCC (BGB)) or contracts for the delivery of sealed goods that are not suitable for return for health protection or hygiene reasons if their seal was removed after delivery (Sec. 312g (2) (1) (3) GCC (BGB)). We ask that you observe Sec. 11 of these General Terms and Conditions.

**CONSEQUENCES OF CANCELLATION**

(3) If you cancel this contract, we are obliged to reimburse all payments we have received from you, including shipping costs (with the exception of additional costs arising from your choice of a different shipping method than the lowest cost standard shipping we offer), with repayment taking place immediately, or no later than fourteen days from the date on which we received your notification to cancel the contract with us. To make this repayment, we use the same method of payment you used for the original transaction, unless expressly agreed otherwise with you; in no way will you be charged any fees for this repayment.

We may withhold repayment until we have received the goods to be returned, or you can demonstrate you have returned the goods, whichever is earliest.

You have to return or hand over the goods immediately and, in all events, no later than fourteen days from the date you inform us of your wish to cancel this contract. The deadline is deemed to have been met if you send the goods prior to expiry of the fourteen day deadline.

You cover the direct cost of returning the goods.

You only have to pay for any diminished value of the goods when the loss in value is attributable to an unnecessary procedure undertaken with you to ascertain the quality, characteristics and functioning of the goods.

(4) Yours Truly provides the following information about the model cancellation form in accordance with the statutory provisions:

**MODEL CANCELLATION FORM**

(Please complete this form and return it to us if you wish to cancel the contract.)

You can also download the form as a PDF using this link : [www.yourstruly.eu/media/4b/0c/9b/1621490141/Muster-Wider-rufsformular.pdf](http://www.yourstruly.eu/media/4b/0c/9b/1621490141/Muster-Wider-rufsformular.pdf)

To  
**Yours Truly GmbH**  
Breslauer Str. 20  
64342 Seeheim-Jugenheim  
hallo@yourstruly.eu;

I/We (\*) hereby cancel the contract concluded by me/us (\*) concerning the purchase of the following goods (\*)/performance of the following service (\*):

.....  
.....

Ordered on (\*)/Received on (\*): .....

Customer's name:

.....  
.....

Customer's address:

.....  
.....

Customer's signature (only for cancellations by fax/post):

Date: .....

(\*) Please strike out if not applicable.

**§12 FINAL PROVISIONS**

(1) The law of the Federal Republic of Germany applies to contracts between Yours Truly GmbH and the Customer, excluding international private law and the UN Sales Convention. The legal regulations for restricting the choice of law and the applicability of mandatory regulations, in particular of the state in which the Customer as a consumer has their habitual place of residence, remain unaffected.

(2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, jurisdiction for all disputes arising from contractual relationships between the Customer and the Vendor is Darmstadt, Germany.

(3) The European Commission provides a platform for online dispute resolution (ODR). The dispute resolution platform can be found under the external link to the ODR platform in accordance with Art. 14 (1) Regulation (EU) No. 524/2013: <https://ec.europa.eu/consumers/odr>. In this context, we are legally obliged to inform you of our email address. This is: hallo@yourstruly.eu. Yours Truly is neither willing nor obliged to participate in a dispute settlement procedure in front of a consumer arbitration board.

(4) The contract remains binding in its remaining parts even if individual provisions of it are legally invalid. The statutory provisions apply in place of the invalid provision.

Date

As of January 26th, 2023

Contractors .....