

Terms & Conditions

These terms and conditions ('Terms') govern the use of the website 38Nutrition.com ('Website') by users ('you' or 'your') and their relationship with:

1. 38Nutrition (trading as 38Nutrition), a company registered in Belgium and Flanders under registration number 0800284840, whose registered office is at Victor Nonnemanstraat 30, Sint-Pieters-Leeuw

Also called ('we', 'our' or 'us') from here on.

Please read the terms and conditions carefully, as they affect your legal rights and obligations. If you do not agree to these Terms and Conditions, please do not access or use the Website. By ordering our goods or services, you agree to comply with these terms and conditions. It is recommended that you print a copy of these Terms and Conditions so that you have them at your fingertips.

If you have any questions about these terms and conditions, please contact us.

1. Agreement

By using the Website you agree to be bound by these Terms and authorise us to transmit information (included updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

2. Amendments

We reserve the right to:

update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms;

modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents; and

disable any user identification code or password we have provided to you, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

3. Registration

By using this Website, you warrant that:

you are legally capable of entering into binding contracts;

you are at least 16 years of age;

the personal information which you are required to provide when you register is true, accurate, current and complete in all respects; and you are not impersonating any other person or entity.

You will notify us immediately of any changes to the personal information by e-mailing or telephoning our customer service representatives at:

Telephone: +32 495 66 53 85

4. Privacy Policy

We will treat all your personal information as confidential and will only use it in accordance with our Privacy Policy. In addition, we will process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Data Commissioner's office.

5. Protecting Your Security

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your co-operation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.

By accepting these Terms you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Belgian Data Protection Act (2018).

6. Compliance

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to:

upload or transmit through the Website any computer viruses, Trojans, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;

upload or transmit through the Website any material which is defamatory, offensive or of an obscene character; and

attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Belgian Criminal Code, Article 550bis. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it

7. Third Party Links

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse them. We will not be liable for the privacy practices or content of such websites nor for any

damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

8. Orders

All orders are subject to acceptance and availability. If the goods ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order.

Any orders placed by you will be treated as an offer to purchase the goods or services from us and we have the right to reject such offers at any time. You acknowledge that any automated acknowledgement of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Website. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or PayPal account or (ii) dispatch the goods to you or commence the services, whichever is the later, at which time we shall send you an e-mail confirming that the contract has been concluded ('Dispatch Confirmation'). The contract will relate only to those goods or services whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other goods or services which may have been part of your order until the dispatch of such goods or services has been confirmed in a separate Dispatch Confirmation.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorised access to any data provided by you when accessing or ordering from the Website.

The products sold on the Website are not for re-sale or distribution. We reserve the right to cancel orders and/or suspend accounts where we believe products are being ordered in breach of this provision.

You will assume the risk for the products once they have been delivered to the delivery address which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address which you specified. Notwithstanding that risk of loss or damage to the products only passes to you once they have been delivered to the delivery address, ownership of the products shall pass to you on

the later of: (a) the products being dispatched by us; and (b) us receiving payment in respect of the same.

9. Cancellation Rights

Where you have purchased the goods or services as a consumer (i.e. for private use as opposed to business use), please note that you are entitled to cancel any contract completed with us within 14 days from the day on which you acquire physical possession of the goods.

If you wish to cancel a contract pursuant to this clause, then please see our Returns Policy for further details of how.

10. Price and Payment

All prices shown on the Website are inclusive of VAT (where applicable) at the current rates and are correct at the time of entering the information onto the system. We reserve the right, however, to change prices at any time without notice to you (save that any changes will not affect orders in respect of which we have sent you a Dispatch Confirmation).

If your delivery address is within Belgium, no additional taxes will be charged to you. If your delivery address is outside of Belgium, you may be subject to import duties and taxes (including VAT), which are levied once a delivery reaches your destination country. Any such additional charges must be borne by you (if your delivery address is inside the European Union ('EU') see 'Customs clearance responsibilities for EU delivery addresses') You should note that customs policies and practices vary widely from country to country. We recommend that you contact your local customs office for information.

Payment can be made by any major credit or debit card or via your PayPal account. Payment will be debited and cleared from your account before the dispatch of your good or provision of the service to you.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order in accordance with clause 9, we are not required to sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the goods (but they have not yet been dispatched), then you will receive a full refund.

You confirm that the credit, debit card or PayPal account that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery.

If your credit or debit card payment is not processed successfully for any reason, we reserve the right to reattempt to process payment within 48 hours. In the event that the payment is still unsuccessful, we will give you at least 48 hours' notice in advance of any further reattempt to process payment by sending an email to the email address you have provided to us. If you do not want us to reattempt to process payment, you must cancel your order in advance.

We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Please familiarise yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail. A copy of the discount code terms and conditions can be obtained by mailing or telephoning our customer service representatives at:

e-mail address: info38nutrition@gmail.com

Customs clearance responsibilities for UK delivery addresses

For orders dispatched from Belgium only.

For deliveries to addresses within the UK, for legal purposes you are the importer of the goods, and are responsible for any import formalities as well as any duties, tariffs, or taxes which may be charged by any customs authority. However, we have collected these amounts from you as part of your purchase, and by agreeing to these terms, you hereby authorise us to appoint our designated carrier(s) to carry out any required customs formalities on your behalf, including payment of any duties, tariffs, or taxes to the appropriate customs authority. The designated carrier will deliver the goods to you in addition to carrying out the customs formalities on your behalf. These customs formalities will be carried out in different countries depending on the country in which your delivery address belongs, and the carrier used. Your goods will be cleared for customs purposes in one of the following 'clearance countries':

BPost

1. France
2. The Netherlands
3. Belgium
4. Germany
5. Luxembourg

This means that you will be charged duties, tariffs, or taxes at the rate applicable in the clearance country – these will be paid on your behalf by the designated carrier. These clearance countries are subject to change without notice being provided to you.

By accepting these terms, you consent to us appointing a designated carrier to act on your behalf as described above, and that the designated carrier is acting solely for you as your customs direct representative.

We do not issue tax invoices for shipments to the UK from the EU. Any proof-of-sale document we provide at your request is provided entirely at our discretion, and serves as a record of your purchase only. The document may not comply with the requirements imposed by the tax authorities in your local jurisdiction for the purposes of reclaiming VAT, and we are unable to provide additional documentation in this regard.

11. Intellectual Property

The content of the Website is protected by copyright, trade marks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

12. Limitation of Liability

Supply of Goods

(a) Subject to clause 14(b), if we fail to comply with these Terms, we shall only be liable to you for losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

(b) Nothing in these Terms excludes or limits our liability for:

(i) death or personal injury caused by our negligence;

(ii) fraud or fraudulent misrepresentation;

(iii) any breach of the obligations implied by Belgian Civil Code Articles 1601 and onward, and Directive (EU) 2019/771.

(iv) defective products under the EU Directive 85/374/EEC; or

(v) any deliberate breaches of these Terms that would entitle you to terminate the Contract; or

(vi) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Use of Website

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

incompatibility of the Website with any of your equipment, software or telecommunications links;

technical problems including errors or interruptions of the Website;

unsuitability, unreliability or inaccuracy of the Website; and

failure of the Website to meet your requirements.

To the full extent allowed by applicable law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to your use of the Website.

13. Severance

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

14. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

15. Entire Agreement

These Terms form the entire basis of any agreement reached between you and us.

16. Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Belgium and any disputes will be decided only by the Belgian courts.

17. Reviews

If you submit a review, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

You grant 38Nutrition and its sub-licensees the right to use the name that you submit in connection with such content, if they choose.

You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to 38Nutrition, including the execution of deeds and documents, at the request of 38Nutrition.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to 38nutrition:

The content and material is accurate;

Use of the content and material you supply does not breach any applicable 38Nutrition guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify 38Nutrition for all claims brought by a third party against 38Nutrition arising out of or in connection with a breach of any of these warranties.

Winners of the review promotion will be notified by email.

18. All Competitions

We reserve the right to amend these Terms without notice from time to time.

These rules will be deemed incorporated into each competition except to the extent that any specific instruction in a competition provides otherwise.

By entering the competition entrants will be deemed to have read and understood these Terms and be bound by them. All of our decisions will be final and binding and no correspondence will be entered into.

Any person who is an employee or an immediate family member of an employee of any 38Nutrition company or any other person who is directly connected with the organisation of any particular competition is ineligible to participate.

Competitions are only open to residents of Belgium.

All entrants are to be aged 18 or over unless any other age restriction is specified or implied. Entrants should, if under 18, obtain permission in advance from their parent or guardian.

All entries must be received by the closing date specified in the competition. Answers will be entered upon submission. No responsibility will be taken for any answers that are misdirected, lost for technical or other reasons or received after the closing date.

We reserve the absolute right to disqualify without notice any entries to any competition which we consider have used improper technical means to enter and/or we believe is fraudulent.

Entrants are liable for their costs to access computer networks.

We will not be liable for or accept any responsibility for: (i) any failure by the winner or any entrant to comply with these terms and conditions; (ii) any disruption, delay or misdirection of entries; or (iii) any server, system or network failures, malfunctioning or inaccessibility.

We shall be the promoter of all competitions subject to these terms and conditions unless stated otherwise.

Prizes

If for any reason an advertised prize is unavailable we reserve the right at our absolute discretion to substitute a similar prize of equivalent or greater value.

Only one prize will be awarded per household.

There will be no cash or other alternative to the prize offered and prizes are not transferable.

Notification

The winner's name will be selected in a random draw, after the closing date, from all correct answers received.

The winner of a prize will be notified within 28 days after the winner has been ascertained.

Please allow 28 days for delivery of all prizes.

If the winner of the a competition is unable to take up a prize for any reason or if the winner cannot be notified after reasonable efforts having been made then we may dispose of the prize as we think fit without any liability to the winner for having done so.

For each competition, only one prize will be awarded per entrant / email address. Names of winners will be available on request.

The names of the winners may be published on our Website and/or on our Facebook, Twitter or any other social media platform.

Claiming Prizes

Prizes Involving Travel: (a) Travel arrangements are the responsibility of prize winners unless otherwise stated; (b) we reserve the right to require written permission from the parent or guardian of any winner who is under the age of 16 and to require such a winner to choose as a companion someone 18 or over.

Competition prizes/tickets may be restricted to certain times of the year and unless otherwise stated all prizes must be taken within six months of the date of the competition draw.

Where prizes are to be provided by a third party then the winner will be required to complete all appropriate or applicable booking or other formalities direct with such

providers. We will have no responsibility for the acts/default of any other persons or companies.

The prize cannot be exchanged, refunded or transferred. No cash alternative is available.

The Promoter reserves the right to disqualify without notice any entries that it believes are fraudulent.

The Promoter's decision is final and no correspondence will be entered into.

The Promoter reserves the right to change these terms and conditions at any time (and any such change shall be notified to you by text).

Entry into the prize draw will be taken as acceptance of these terms and conditions. The prize draw and these terms and conditions are governed by Belgian law and subject to the exclusive jurisdiction of the Belgian Courts.

Promoter: 38Nutrition a company registered in Belgium (company number 0800284840) whose registered office is at Victor Nonnemanstraat 30, Sint-Pieters-Leeuw, Vlaams-Brabant, Belgium.

19. Referral Scheme

Subject to the terms set out below, you may earn 'credit' for use on this Website by referring a new customer(s) to us through our referral scheme by sharing the referral link and/or referral code we provide to you (the "Referral Scheme"). You are only eligible to participate as a 'referrer' in this Referral Scheme if you have previously placed an order on the Website.

A new customer is a natural person who has not previously placed an order with us (a "Referee"). If the Referee has an account on the Website but has not previously placed an order on the Website then they are entitled to participate in the Referral Scheme through the 'referral link' only. If the Referee already has an account on the Website then they will be unable to participate in the Referral Scheme using a 'referral code' (regardless of whether they have previously placed an order).

If the Referee has clicked through your referral link the discount code will automatically be applied at checkout. If the Referee is using a referral code, the Referee must enter this code at checkout.

For the avoidance of doubt, any credit generated from the Referral Scheme may only be spent on the Website and neither you nor the Referee is entitled to receive any payment of any kind in respect of the credit. The credit is not redeemable for cash. The credit that stands to your Referral Scheme account is not transferable in any way.

You will receive the applicable credit on your account 24 hours after despatch of the Referee's order. If the Referee cancels their order for any reason within 3 days of it being despatched, you will not qualify for any credit. You will receive your credit in the default currency of the Website.

Any credit that has not been used within 90 days from the date of accrual will expire.

The Referee must place an order with a value of at least the minimum value as stated on the Website from time to time.

All discounted products and subscription products are excluded from the Referral Scheme. If you are participating in the Referral Scheme, you will be unable to participate in any affiliate schemes, cash-back offers and/or any other promotions of this nature.

We may, in our sole discretion, withdraw your credit generated from the Referral Scheme at any time if we believe or suspect that your use of the Referral Scheme is fraudulent, misleading or contrary to these terms.

20. Gift Vouchers and Credit

The 38Nutrition Gift Voucher can be used to buy any item sold by www.38nutrition.com. Our terms and conditions [<http://www.myprotein.com/customer-services/terms-and-conditions.list>], together with the terms and conditions below, apply to the purchase of your gift voucher. You can email it to family and friends, or print it out to give to them personally. It is the perfect way to give a gift when you don't know what to buy!

What is a 38Nutrition Gift Voucher?

The 38Nutrition Gift Voucher is available in €10, €25 and €50 denominations and enables you to give a gift when you don't know what to buy. Gift Vouchers are issued via email using an electronic voucher code which can then be redeemed in the Checkout to buy any product on www.38nutrition.com.

How do I order a Gift Voucher?

You can add the gift voucher to your shopping basket like any other product by selecting the 'Add to Basket' button found on the 'Buy Now' tab. Then continue to checkout to complete your order. If you want to purchase more than one Gift Voucher you can increase the item quantity on the basket page or go back to the relevant Gift Voucher product page and add more items to your basket. You can also buy other products at the same time as placing your order for Gift Voucher(s).

Gift Vouchers are valued and issued in Euro. Discount codes cannot be used when purchasing a Gift Voucher.

How will I receive a Gift Voucher?

Once your order has been processed and we have taken payment, you will be emailed the electronic Gift Voucher code to the email address where your order confirmation email is also sent. You will not receive anything in the post for Gift Vouchers that you order.

How do I give the Gift Voucher to the recipient?

Once you have received the electronic Gift Voucher code you can then forward on this email to the gift recipient, or you can print out the voucher and give it to them. Gift Vouchers are valid for 12 months from the date of purchase.

I am the recipient of a Gift Voucher, how do I redeem it?

Gift Vouchers can be used to purchase any product on www.38nutrition.com. Select the item(s) you wish to order and add them to your basket. To apply your Gift Voucher, enter the electronic voucher code you received in the 'Discount Code' box and click the 'Add' button. This will then apply the voucher to your order. Then proceed to the Checkout as normal.

What are the restrictions?

You can only use one voucher per order and no change will be issued if the full value of the voucher is not used in the order.

Gift Vouchers are valid for 12 months from the date of purchase so make sure you remember to redeem your Gift Voucher in time.

Gift Vouchers can only be used on www.38nutrition.com.

Gift Vouchers are valued and issued in Euro.

You cannot use your Gift Voucher in conjunction with any other discount code.

I have paid for an order using a Gift Voucher. What happens if I want to return my order?

For orders which are refunded, the refund will be issued via the same payment method as used to pay for the order. Therefore if you have paid, or part-paid, for an order using a 38Nutrition Gift Voucher any refund will be issued in Gift Vouchers to the same value.

I have lost a Gift Voucher. What do I do?

If you are the recipient of a 38Nutrition Gift Voucher please ask the purchaser if they still have details of your Voucher Code. If not, please ask the purchaser to contact us via info38nutrition@gmail.com so that the Gift Voucher can be reissued. We can only reissue gift vouchers which have not been redeemed. For the avoidance of doubt, the original gift voucher will be void if we issue a replacement. The original expiry date will still apply.

Risk and Loss

The risk of loss and title for a Gift Voucher shall pass to the purchaser upon our electronic transmission of the Gift Voucher to the purchaser or designated recipient, whichever is applicable. We are not responsible if any Gift Voucher is lost, stolen, destroyed or used without your permission.

Fraud

We will have the right to close customer accounts and take payment from alternative forms of payment if a fraudulently obtained Gift Voucher is redeemed and/or used to make purchases on www.38nutrition.com.

Can I return my Gift Voucher?

Gift Vouchers cannot be returned or refunded, except in accordance with your statutory rights. The value of the gift voucher cannot be converted back to cash.

Credit

Any credit will be valid for 6 months from the date of issue.

21. Site Offers

Maximum Discount

Maximum discount will be €500 per order if not otherwise stated. Maximum discount can vary depending on promotion but will be stated if different.

Site/Selected Item Discounts

Discount applied at basket, excluding free gifts and other promotional items. Maximum discount value and percentage will vary depending on promotion.

Tiered Discounts

Discount given when offer requirements are met. Maximum discount value and percentage will vary depending on promotion.

Declining Discounts

Discount percentage decreases periodically over time, as stated. Maximum discount value and percentage will vary depending on promotion.

Was/Now Pricing

Discount automatically applied to products as shown on product pages. In some instances, Was/Now pricing may stack with an offer code, however this is dependent on promotion.

Free Gifts

Gift(s) automatically added to basket when offer requirements are met. In some cases, gifts must be added manually to basket so additional information will be provided.

Free Delivery

Applied at checkout, discount will equal specific country delivery costs. Shipping to other countries may still incur a charge.

Multi-Buy

Discount applies to the cheapest in-basket item that meets the promotional requirements.

Exceptions

Gift vouchers, the Vitality range, and other specifically stated items are exempt from discount. We reserve the right to amend the list of exempt products at any time. Only one discount code can be applied per basket.

22. Subscription Plans

- a. You may choose to subscribe to a subscription plan through the Service. The subscription plan to our Service consists of an initial charge followed by recurring periodic charges as agreed to by you. By entering into a subscription plan, you acknowledge that your subscription has an initial and recurring payment feature and that you accept responsibility for all recurring charges prior to cancellation.
- b. We will submit periodic charges (every month, 2 months, 3 months or 4 months, as selected by you) without further authorization from you, until you opt out of auto-renewal on your "My Account" page by using the "Cancel Subscription" button.
- c. The initial payment for your subscription order will be taken at the time of checkout. Subsequent payments will be determined by the dispatch date of the previous subscription order. For example, if previous order was dispatched on 1st September 2024 and the subscription is set to a 2-month frequency, the next billing date will be 1st November 2024.
- d. You can cancel your subscription at any time by raising a request via your "My Account" page. Any subscription plan cancellation request will take effect after the

next upcoming delivery. For example, if you raise a cancellation on 15th September 2024 and your next delivery is expected on 17th September 2024 you will receive your final delivery on 17th September 2024 and your subscription will be cancelled from that point in time. Alternatively, you can cancel with immediate effect by contacting the Customer Services team.

e. All orders are subject to availability. If your subscription order is not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order.

f. You have the option to delay your subscription order by a month, provided notice is given at least 5 days before your next billing date. Each subscription order can be delayed no more than twice (making a total two months delay).

g. Subscribe and save discounts may be available. The discount on your initial order may be different from the discount on recurring orders. Special offers will not apply on top of any subscribe and save discount, except where it relates to meeting a spend threshold.

h. The delivery options which you select for your first subscription order will apply for all subsequent subscription orders. Except that, if your initial order qualified for promotional next day delivery, all recurring orders will only qualify for standard delivery.

i. We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reasons for our decision.

23. Your Rights

You have certain rights in respect of your personal data, including the right to access and correct your personal data, and, in specific circumstances, to transfer your personal data to another entity in a commonly-used format.

You have the right to object to your personal data being used for certain purposes, including to send you marketing. See 'Marketing' above, for more details of how to opt-out of marketing.

You also have the right to request erasure of your personal data, for example; where our purposes for processing your personal data have come to an end; where you object to our processing of your personal data based on legitimate interests and we have no overriding legitimate grounds to continue to process your

personal data; and where our processing was based on your consent which you have withdrawn.

We will comply with any requests to exercise your rights in accordance with applicable law. Please be aware, however, that there are a number of limitations to these rights, and there may be circumstances where we are not able to comply with your request. To make any requests regarding your personal data, or if you have any questions or concerns regarding your personal data, you should contact us using the details below. You are also entitled to contact your local supervisory authority for data protection.

24. Social Media Content Use Terms and Conditions

- a. By permitting 38Nutrition (registered in Belgium under company registration number 0800284840) whose registered office is at Victor Nonnemanstraat 30, Sint-Pieters-Leeuw, Vlaams-Brabant or any other member of 38Nutrition (“we”, “our” or “us”) to use particular Content (by affirmatively answering a request from us or on our behalf on social media or otherwise indicating your agreement for to use your Content), you agree to be bound by these Social Media Content Use Terms and Conditions (“Terms”).
- b. In these Terms “Content” refers to the photo and/or video, including any sound and accompanying text, posted through your account on social media, accompanying metadata such as time and place of creation, your user name, and links to your social media profile.
- c. You grant us a right to use and display the Content, in any media, worldwide, for any lawful commercial purpose, in original or edited form, including without limitation: on our social media accounts, websites, blogs, digital displays, advertising (organic and paid), and generally in the promotion of our products or services. Such rights also extend to our group companies, affiliates, agents, employees, representatives, assigns, licensees, and anyone else acting on behalf of us.
- d. The rights that you grant to us to use your Content are perpetual and irrevocable and you may not cancel or withdraw your permission for us to use your Content. However, this does not affect your or any other person’s rights in relation to personal data as referred to below.
- e. The rights you grant to us are non-exclusive and (subject to our rights) you retain all rights to use the Content for your own purposes. We will not pay any royalties or compensation to you or any third party for use of the Content. Use is at

our discretion and we are not obliged to use your Content in any particular way or at all.

f. You agree that you do not have any right to review, approve, or object to our use of your Content or advertising copy, or to be identified as the author/creator of the Content.

g. By agreeing to these Terms you represent and warrant to us that:

(1) the Content is your original work and you own it and all intellectual property rights in it and have all necessary rights to grant us the rights set out in these Terms (including in relation to copyrights, trademarks, private or public buildings, performances, sounds, and music) or, if you are not the owner of such rights, you have already obtained permission from the owner of such rights, and will inform us if this is incorrect or such permission is withdrawn at any time;

(2) our use of your Content as provided herein will not infringe intellectual property, privacy, image, performance, or publicity rights, or any other rights of any third party, require the payment of any compensation to any third party, or breach any applicable laws;

(3) nothing in your Content will be illegal, defamatory, obscene, or threatening to any third party; and

(4) you are aged 18 or over and have the right to agree to these Terms.

h. You will indemnify and keep us indemnified in full from and against any and all liability, loss, damages, injury, costs and expenses (including increased administration costs and reasonable legal expenses) awarded against, or incurred or paid by us as a result of or in connection with the Content, including without limitation for breach of intellectual property, data protection, privacy, image, performance, or publicity rights.

i. The Content may contain information about you or identifiable individuals which constitutes personal data under applicable laws.

j. By agreeing to these Terms you give your consent to the processing of such personal data by us (including any third party service providers that we engage for such purposes, as referred to below) for the purposes set out in these Terms.

k. Where any personal data relating to any other person appears in the Content you warrant that you also have obtained their consent for the processing of such personal data.

l. We will process personal data included in the Content or otherwise provided to us in connection with our use of the Content in accordance with all applicable data protection laws and our website privacy policy.

m. We are the controller of your personal data and you can obtain further information or exercise any of your legal rights by contacting us on the details below:

Email: info38nutrition@gmail.com

Address: Victor Nonnemanstraat 30, Sint-Pieters-Leeuw, Vlaams-Brabant, Belgium

n. We also engage data providers or service providers to assist with the processing of personal data who provide content curation, hosting, showcasing, and analytics services.