#### IMPORTANT LEGAL NOTICE

These are the legal terms and conditions under which J'znëllkložetBrand supply the products listed on our website www.jznell-klozetclothing.com to you. Please read these terms and conditions carefullybefore ordering any Products from our site. Using our site indicates that youaccept these terms and conditions together with our Privacy Notice andTerms of Use, regardless of whether or not you choose to register with us. Ifyou do not accept these terms and conditions, our Privacy Notice or ourTerms of Use, do not use our site.

#### 1. INFORMATION ABOUT US

 www.jznell-klozetclothing.com is operated by Glam Et Al Concepts Limited. We are a business registered in Nigeria under business number 3442313 and with our registered office at B26 14 Rivtaf Golf Estate, Port harcourt, Rivers State, Nigeria. Our email addressesare glametalconcepts2@gmail.com or jznell.klozetclothing@gmail.com.Call +2348167091275, Customer service line:+2347039004630

#### 2. YOUR STATUS AND SERVICE AVAILABILITY

You may only purchase Products from us if:

- you are legally capable of entering into a binding contract with us at least 18 years old
- 2. you are an authorised user of the debit card or payment account used to pay for your order; and,
- 3. are resident in a country that we deliver to
- 4. No restrictions are placed on the extent to which We accept orders from all countries.

#### 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

 Once you have placed your order, you should receive an e-mail from us acknowledging that We have received your order (but please contact us if you do not receive this e-mail). Please note this does not mean that your order has been accepted. All orders are subject to availability and acceptance by us (which We may refuse for any reason).

- 2. After you submit your order, we immediately contact your bank or card issuer for authorisation to take payment from your account. We will not process your order until payment has been received in full. If we accept your order, We will confirm this to you by sending you a further e-mail confirming the Product is being processed ready for dispatch at which point the contract between us will be formed.
- 3. As soon as you place your order, we start to process your order which means you will not be able to change it before delivery, but you may be able to return and exchange your Products under clause 7 and 8 of these terms and conditions or under our Returns and Exchange Policy.
- 4. From time to time We may make minor changes to a Product to reflect changes in relevant laws and regulatory requirements.
- 5. These terms and conditions, and any Contract between us, are only in the English language. Please note that We may not necessarily keep a copy of your Contract. You should keep a copy of these terms and conditions and your order for future reference.

#### 4. DELIVERY

- 1. Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then as soon as reasonably possible (depending on the delivery service you have selected). In any event, delivery will take place no more than 30 days after the day your Contract is entered into.
- 2. If no one is available at your address to take delivery and the Products cannot be delivered after three failed attempts, we may end the Contract.
- 3. Delivery of your order will be complete when We deliver the Products to the address you gave us and the Products will be your responsibility from that time.
- 4. You will own the Products once We have received payment in full.
- 5. The images of the Products on our site and in our other advertising materials are for illustrative purposes only. Your Products may vary slightly from those images. Although We have made every effort to display and print the colours of the Products accurately, We cannot guarantee that your computer's display of the pictures, or the pictures in our other advertising materials, accurately reflect the colours of the Products that will be delivered to you.

6. Working Days excludes weekends and Holidays.

7. If you wish to dispute delivery of your order, you have 28 days starting from the day that the tracking status for you order is updated by the carrier as fulfilled (i.e. updated as delivered to the address set out in the Dispatch Confirmation). If your tracking doesn't confirm your order has been delivered please note you have 30 days from your last tracking event to contact us. We reserve the right to request evidence, before issuing any refund of the price paid and/or any associated delivery costs.

#### 5. INTERNATIONAL DELIVERY

- 1. If you order Products from us for delivery to a destination outside the Nigeria:
  - 1. your order may be subject to import duties and taxes which are applied when it reaches the delivery destination. Please note that We have no control over these charges and We cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order. We will not be liable or responsible if you do not pay any such import duties or taxes;
  - you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law; and
  - if you return any Products to us from a destination outside the Nigeria, please ensure that the return parcel is marked clearly with the wording "Return to supplier" or wording having similar effect.

#### 6. PRICE AND PAYMENT

1. The price payable for the Products shall be as shown on our site in naira (N). Prices advertised on our site excludes delivery charges which are payable in addition and shown separately during the checkout process.

- 2. We can change the prices on our site at any time without notice, but changes will not affect orders which We have already accepted.
- 3. We accept payment by debit card. We accept the following cards: Visa, Mastercard etc

You must pay for the Products (including all applicable delivery charges), and We will charge the card you have chosen to use to pay for your order once you reach the final billing page and submit your order. We immediately contact your bank or card issuer for authorisation to take payment from your account. If We accept and process your order where there is a pricing error that is obvious and unmistakable and which could reasonably have been recognised by you as a mispricing, We may end the Contract, refund to you any sums you have paid under the Contract and require the return of any Products provided to you.

- 4. Your liability to pay for the Product is satisfied once J'znëllKložet has received your payment in full in accordance with clause 6.3 above. J'znëllKložet is entitled to use the proceeds of your payment at its absolute discretion, to the extent that such use will have no effect on the satisfaction of your liability in relation to your purchase of the Product.
- 5. If you wish to apply a voucher code to your order, you must enter the relevant code during the online checkout process. Only one voucher code can be used per order and additional terms and conditions may apply in respect of each voucher code. We reserve the right to decline to accept any voucher code that is invalid for your order or that has expired.

#### 7. RETURNS AND EXCHANGE

- 1. 1. As an alternative to using your rights, you may wish to return an item and exchange for the same item. Please note there will be a charge for it. For further information on returns please see our Returns and exchange Policy. The process for returning your Products is dependent on whether the individual item was supplied by J'znëllKložet. In order to check if your individual item is from ourBrand, please check on your order confirmation before returning the Products in line with our Returns and Exchange Policy.
  - 2. If you choose to return the Products using any method other than one of our nominated carriers (available via our Nigeria returns service), you will remain responsible for the Products, including for any loss or damage, until we receive them.

3. Where we suspect fraudulent activity, including but not limited to circumstances where there are suspicious claims relating to orders having been placed, but not received, or if we suspect that you are returning items after they have been used or worn, or items returned do not match what you ordered, we reserve the right to withhold refunds and block your account (and any associated accounts) from placing orders in future. If this happens to you and you think we've made a mistake, you can Contact Us and we will discuss the matter with you further.

# 8. YOUR RIGHT FOR A REFUND (NIGERIA CUSTOMERS ONLY)

- 1. If you are a consumer in the Nigeria and you cancel your Contract We will:
  - 1. refund you the price you paid for the Products. However, please note that We may reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If We refund you the price paid before We are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
  - refund any charges you have paid for delivery of the Products to you, although the maximum refund for delivery costs will be the least expensive delivery method We offer to your delivery destination: and
  - 3. make any refunds due to you by the method you used for payment:
- 2. 14days after the day on which We receive the Products back from you or, if earlier, the day on which you provide us with evidence that you have sent the Products back to us; or
- 3. 14 days after you inform us of your decision to cancel the Contract
- 4. Please see our Returns and Exchange Policy for more information about returns and refunds.

#### 9. FAULTY PRODUCTS

1. If you are a consumer, We are under a legal duty to supply Products that are in conformity with the Contract. Nothing in these terms and conditions will affect your legal rights in relation to Products that are faulty or defective.

- If you consider that any Product We have supplied is faulty or misdescribed, please notify us using the contact details <u>glametalconcepts2@gmail.com</u> or jznell.klozetclothing@gmail.com Call +2348167091275 or Customer service line:+2347039004630
- 2. If you discover that your Product is faulty after 5 days we reserve the right to request evidence, such as images of the defect, before issuing any refund of the price paid and/or any associated delivery costs.

#### 10. OUR RIGHTS TO CANCEL THE CONTRACT

- 1. We may end the Contract at any time by writing to you if:
  - 1. you do not make any payment to us when it is due;
  - 2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products; or
  - 3. you do not, within a reasonable time, allow us to deliver the Products to you.
- 2. If We end the Contract in any of the situations set out, We will refund any money you have paid in advance for the Products We have not provided but We may deduct or charge you reasonable compensation for the costs We will incur as a result of your breaking the Contract.

# 11. OUR LIABILITY

- 1. If We fail to comply with these terms and conditions, We are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both We and you knew it might happen.
- We only supply the Products for domestic and private use. If you use the Products for any commercial, business or resale purpose, We will have no liability to you for any loss of profit, loss of business, loss of anticipated savings, business interruption or loss of business opportunity.

3. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any matter for which We may not exclude or limit our liability under any applicable law.

#### 12. EVENTS OUTSIDE OUR CONTROL

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control means any act, event, omission or accident beyond our reasonable control.
- 2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, We will contact you as soon as reasonably possible to notify you and our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
- 3. You may cancel a Contract affected by an Event Outside Our Control if there is a risk of substantial delay..

# 13. INTELLECTUAL PROPERTY RIGHTS

1. All and any Intellectual Property Rights in the Products shall be owned by us or our licensors. All such rights are reserved.

#### 14. OTHER IMPORTANT TERMS

- Nothing in these terms and conditions shall affect your rights as a consumer under the applicable law in the jurisdiction in which you are resident.
- 2. If We have to contact you, We will do so by in writing or telephone, using the contact details you provided to us in your order, unless you have asked us to contact you by any other means. When We refer in these terms and conditions to "in writing", this includes e-mail.
- 3. We may change these terms and conditions from time to time. The terms and conditions that apply to your Contract will be those that are displayed on our site when you place your order.
- 4. We may transfer our rights and obligations under the Contract to another organisation. We will tell you in writing if this happens and We

- will ensure that the transfer will not affect your rights under the Contract.
- 5. You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.
- 6. Where the Contract relates to Products sold by J'znëllKložet, the Contract is between you and J'znëllKložet. No other person shall have any rights to enforce any of its terms.
- 7. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 8. If We fail to insist that you perform any of your obligations under these terms and conditions, or if We do not enforce our rights against you, or if We delay in doing so, that will not mean that We have waived our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 9. Please note that these terms and conditions are governed by English law. If you are a consumer, this means a Contract for the purchase of Products and any dispute or claim arising out of or in connection with it will be governed by Nigeria law, except that if you are not resident in Nigeria then the law shall apply only to the extent that it does not override any mandatory laws of the country in which you have your usual place of residence.

#### 15. AFTER-SALES SERVICE

1.Questions, comments or requests regarding these terms and conditions or our Products should be addressed to <a href="mailto:glametalconcepts2@gmail.com">glametalconcepts2@gmail.com</a> or <a href="mailto:jznell.klozetclothing@gmail.com">jznell.klozetclothing@gmail.com</a>

Call +2348167091275 or Customer service line:+2347039004630

2. If you have any complaints these should be addressed in writing to J'znëllKložet by email to glametalconcepts2@gmail.com or <a href="mailto:iznell.klozetclothing@gmail.com">iznell.klozetclothing@gmail.com</a>. Call +2348167091275 or Customer service line:+2347039004630

3. If you are not satisfied with how We have handled any complaint, you may wish to request that the complaint be referred for alternative dispute resolution.

# **HOW TO RETURN AN ITEM & HOW MUCH DOES IT COST?**

# NIGERIA & INTERNATIONAL RETURNS

Nigeria returns are based onthe carriers chargesusing the returns portal. The specified amount will be deducted from your refund amount.

For International returns, your return charge will be deducted from your refund. Please use a trackable service and keep your proof of postage receipt until after your refund is processed..

# Ready to Return?

Enter your order number and email address to view, and/or return your order (Which can be found in your order confirmation email).

Please note, only J'znëllKložet items can be returned using the Returns Portal.

Order Number:

Email Address:

View order details

#### START A RETURN

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Repack your items.

. 2

Login to our returns portal (click 'start a return' below). Or follow the vendors instructions for returning.

You will need your order number and email address.

. 3

Select your preferred return option (Print returns label at home or in store options).

. 4

Once you have processed your return in the portal you're ready to send it off! Make sure you keep proof of receipt and tracking number! Changed your mind? No need to send your parcel back to us

. 5

Keep an eye on your return tracking. You'll get an email once we receive your returned item.

# 5. HOW LONG DOES IT TAKE TO PROCESS MY RETURN?

It can take up to 14 days from the date of your return for your parcel to be delivered back to us and processed.

On receiving your return the next step is for us to check the item(s). Once our checks are complete we'll refund back to your payment method. The funds should appear on your bank statement in up to 7 working days (how long depends on your card issuer).

We'll make sure to keep you in the loop and send you an email as soon as your parcel gets to us and again when we have processed your refund.

#### 6. CAN I HAVE AN EXCHANGE INSTEAD OF A REFUND?

Fortunately we do offer exchanges. Simply return your item(s) and exchange will only be in the same item unless unavailable for a replacement.

# Privacy Notice

Here at J'znëllkložet Clothing ('J'znëllKložet') we are committed to protecting and respecting the privacy of your personal data. This privacy notice explains how your data is collected, used, transferred and disclosed by J'znëllKložet. It applies to data collected when you use our websites, iOS and android applications, when you interact with us through social media, email, or phone, or when you participate in our competitions or events. It covers:

The personal data we collect

- How we collect your data
- How we use your data
- Marketing preferences, adverts and cookies
- Links to other websites and third parties
- How we share your data
- Your rights
- Changes to this privacy notice
- How to contact us

#### Who is J'znëllKložet

J'znëllkložetis an online fashion retail company. We design, source, market and sell clothing.

J'znëllkložet, of B26 14 Rivtaf Golf Estate, PortHarcourt, Rivers State, Nigeria is the controller and responsible for your personal data collected through the www.jznell-klozetclothing.com website (the "website").

Details of our Data Protection Officer responsible for overseeing questions in relation to this privacy notice, and our details are set out in the "How to Contact Us" section at the end of this notice.

J'znëllkložetis part of the Glam Et-AL Concepts.

# Our commitment to you

We take the protection of your personal data seriously and will process your personal data fairly, lawfully and transparently. This privacy notice describes the personal data we are collecting about you and how it is used.

We will only collect and use your personal data for the following purposes, to:

- fulfil your order(s)
- communicate with you following a "refer a friend" nomination
- keep you up to date with the latest offers and trends
- give you a better shopping experience
- help us to make our marketing more relevant to you and your interests
- improve our services
- meet our legal responsibilities

# How we keep your data safe and secure

We have appropriate organisational safeguards and security measures in place to protect your data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

The communication between your browser and our website uses a secure encrypted connection wherever your personal data is involved.

We require any third party who is contracted to process your personal data on our behalf to have security measures in place to protect your data and to treat such data in accordance with the law.

In the unfortunate event of a personal data breach, we will notify you and any applicable regulator when we are legally required to do so.

# The personal data we collect

Personal data means any information about an individual from which that person can be identified. It does not include anonymised data, where the identity and identifying information has been removed.

While our website is designed for a general audience, we will not knowingly collect any data from children under the age of 13 or sell products to children. If you are under the age of 13, you are not permitted to use or submit your data to the website.

The following groups of personal data are collected:

- Identity Data includes information such as: first name, last name, title, date of birth (optional), occupation, personal description, photo and gender.
- **Contact Data** includes information such as: email address, billing address, delivery address, location, country, telephone number, and social media id (if you log in by social media).
- **Financial Data** includes information such as: payment card details and bank account.
- Transaction Data includes information such as: details of your purchases and the fulfilment of your orders (such as basket number, order number, subtotal, title, currency, discounts, shipping, number of items, product number, single item price, category, etc.); payments to and from you and details of other products and services you have obtained from us, correspondence or communications with you in respect of your orders, and details of any rewards and bonuses awarded.
- Technical Data includes information such as: details of the device(s) you use to access our services, your internet protocol (IP) address, login data, your username and password, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform.
- Profile Data includes information such as: purchases or orders made by you, product and style interests, preferences, feedback, and survey responses.
- **Usage Data** includes information such as: how and when you use our website/app, how you moved around it, what you searched for; website/app performance statistics, traffic, location, weblogs and other communication data; ; and details of any other J'znëllkložet products and services used by you.
- Marketing and Communications Data includes information such as: your preferences in receiving marketing from us and our third parties and your communication preferences.

#### How we collect your data

We may collect personal data about you in the following ways:

 Direct interactions – you may give us your Identity, Contact, Financial, Transaction, Profile, and Marketing and Communications data (as described above) by filling in forms, entering information online or by corresponding with us by post, phone, email, telephone or otherwise. This includes personal data you provide, for example, when you:

- Create an account or purchase products on our website;
- Subscribe to our newsletter, discussion boards, social media sites or create wish lists;
- Complete a voluntary market research survey;
- Contact us with an enquiry or to report a problem (by phone, email, social media, or messaging service);
- Use the "refer a friend" function on our website; or
- When you log in to our website via social media.
- Automated technologies or interactions as you interact with our website, we may automatically collect the following types of data (all as described above): Technical Data about your equipment, Usage Data about your browsing actions and patterns, and Contact Data where tasks carried out via our website remain uncompleted, such as incomplete orders or abandoned baskets. We collect this data by using cookies, server logs and other similar technologies. Third parties we may receive personal data about you from various third parties, including:
  - Technical Data from third parties, including analytics providers such as Google..
  - Identity and Contact Data from social media platforms when you log in to our website using such social media platforms;
  - Identity and Contact data from third parties, including organisations (including law enforcement agencies), associations and groups, who share data for the purposes of fraud prevention and detection and credit risk reduction; and
  - Contact, Financial and Transaction Data from providers of technical, payment and delivery services.

# How we use your data

The legal basis for processing your personal data

We will only collect and process your personal data where we have a legal basis to do so. As a data controller, the legal basis for our collection and use of your personal data varies depending on the manner and purpose for which we collected it.

We will only collect personal data from you when:

- we have your consent to do so, or
- we need your personal data to perform a contract with you. For example, to process a payment from you, fulfil your order or provide customer support connected with an order, or
- the processing is in our legitimate interests and not overridden by your rights, or
- we have a legal obligation to collect or disclose personal data from you

# **PRIVACY POLICY**

J'znëllkložetrespect the privacy rights of our online visitors and regard highly, the importance of protecting private and personal information collected. Our privacy policy guides how we collect and store and use the information taken from you.

#### Under 18's

Must ask a guardian or parent to read the privacy policy and terms and conditions and give permission to register to buy on jznell-klozetclothing.com. By visiting J'znëllkložet, you accept our privacy policy and terms and conditions.

#### Personal info collected

To register, we need your name, email, phone number, home address, shipping and billing addresses so that payments can be made and taken, for listing fees and final purchase price fees and seller's payments. Saved card details will never be shared with third parties. We may also obtain information as a result of authentication or identity checks.

#### How your info may be used?

Jznell-klozetclothing.com may use your personal information for making and receiving payments and managing your account. We may disclose your info to a relevant regulatory body. We may also use your information to send you marketing updates, but only if you are in agreement with this. We do gather information about statistics and site traffic, but your personal details will never be passed on. We may use personal information for internal marketing, demographic studies, to keep jznell-klozetclothing.com the best it can be. At all times, you may choose to opt-out of receiving marketing emails and/or SMS from jznell-klozetclothing.com.

#### How to access and change personal information

Sign in, and in the 'my account' section, your information will be available to review

or change. Only you and customer service at jznell-klozetclothing.com may access your personal data using your password and ID. My details, shipping details, and my preferences may be changed online. You can change or delete saved credit card details each time you list or purchase. You will also be able to delete saved credit card details by adding or editing a shipping/billing address. You can always email us through the contact us page.

#### Information stored with jznell-klozetclothing.com?

We will always endeavour to maintain safeguards and ensure the security, integrity and privacy of the information you have provided.

# Where and how do you ask questions or file a complaint?

To ask questions or to file a complaint, please contact us directly.