



Terms of Service

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (“Products”) listed on our website www.fashionbaby.xyz (“our site” or “Website”) to you. Please read these terms and conditions (“General Conditions of Sale”) carefully before ordering any products from our site. You should understand that by ordering any of our Products, you agree to be bound by these General Conditions of Sale.

You should save a copy of these General Conditions of Sale for future reference.

By placing your order, you accept these general conditions of sale. Please understand that if you refuse to accept these General Conditions of Sale, you will not be able to order any Products from our site. Once you will accept the following General Conditions of Sale, you will be defined hereinafter also as “Clients” or “Client” or “you”.

General conditions of sale

1. Information about us

1.1

www.fashionbaby.xyz is a site owned and operated by Fashion Baby LDA with their registered office at Sede: Rua Garcia de Orta, 71-C, Loja 18 Distrito: Lisboa Concelho: Lisboa Freguesia: Estrela 1200 678 Lisboa, with company registration number 516198858, and email address to contact us IAM@FASHIONBABY.XYZ (“Fashion Baby LDA”).

1.2

The products offered on the Website are sold by Fashion Baby LDA (FBB).

2. Your status

2.1

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old;
- (c) You are purchasing the Products for your own personal and non-business use; and

2.2

Any personal data that we gather concerning you shall be used only in accordance with our "Privacy Policy" incorporated into this General Conditions of Sale.

3. Execution of the contract

3.1

The price and essential characteristics of each Product (along with the relevant Product codes) are displayed on our site. The information displayed on our site does not represent an offer by FBB.

3.2

Before submitting an order through our site, you shall carefully read all the instructions provided during the purchase procedure, Return Policy, FAQs (also with regard to the right of withdrawal conditions, the delivery charges and the Privacy Policy statement), along with these General Conditions of Sale.

3.3

In order to submit an order, you could purchase it as a guest or as a registered user on the website www.fashionbaby.xyz.

3.4

To purchase a Product, Client must (i) include the selected Product in the "Shopping Bag" by clicking on the relevant button, (ii) fill in the order proposal, (iii) select the payment manner, (iv) accept the General Conditions of Sale, Return Policy and the Privacy Policy and (v) send the order proposal to FBB through our site. After completion of the purchase procedure described above the Client will receive a transactional email as proof of purchase of the Products ("Order Confirmation"). In case of return of the Products as per clauses 8, 9 and 10 below, the Client will be required to provide FBB with the number of the Order Confirmation and with the email address used by the Client to effect the purchase of Products as resulting from the same Order Confirmation in accordance with the procedures described in the abovementioned clauses.

3.5

Sending of the order constitutes an offer to purchase the selected Product, regulated under these General Conditions of Sale and binding for the Client (with no prejudice to the withdrawal right under Article 9). Submitting the order proposal by the Client implies the obligation of the latter to pay the price of the ordered Product(s).

3.6

Any error/change in data entered by the Client in the order proposal may be validated by the latter, following the process described on our site, before submitting the order proposal (by way of example: Client may change the quantity of Products that intend to purchase by adding or removing one or more Products from its “Shopping Bag”).

3.7

Without prejudice to the use of data described in the Privacy Policy, the order proposal and the Client’s data related to that order proposal may be kept by FBB for the period required by applicable legislation. Furthermore, contracts executed with Clients will be archived by FBB for the retention period required by applicable law.

3.8

An order proposal may be refused by FBB even after Order Confirmation (provided that no consideration shall be due by the Client to FBB, with the sole exception of those sums mentioned under clause 11 below, if any) within 30 days at its sole discretion, by way of example but without limitation

- i. the Products are not available (with no prejudice to the provision set out under clause 3.11, 4.2, 4.3); or
- ii. a reported, or suspected, fraudulent or illegal activities, including suspected purchases for commercial purposes;
- iii. the Client has not fulfilled his/her obligations deriving from a prior contract executed with FBB.

3.9

The contract will relate only to those Products whose dispatch or supply we have confirmed in the Order Confirmation.

3.10

Without prejudice to what is set forth in clause 3.8, the contract between FBB and the Client is executed upon receipt by the Client of the acceptance by FBB of the order proposal sent through the process set out on our site through the Order Confirmation.

3.11

Despite the Order Confirmation, in case of unavailability of one or more of the ordered Products, the Client will receive an email duly informing them about the unavailability of the Products. In this case, the order proposal will be cancelled or partially accepted just in relation to the available Products. In case of partial acceptance, the Client shall

pay (or shall be charged, in case of payment through the credit card) only the price of the available Products.

3.12

The Order Confirmation will include a summary of the essential characteristics of the purchased Products, a detailed indication of the price and modalities of payment, information on the conditions and methods to exercise the right of withdrawal (including information on the exclusion of the right of withdrawal for personalised Products), information on delivery charges, the address to which complaints may be addressed, information on support services and on existing commercial terms and a copy of or link to these General Conditions of Sale.

4. Availability and product's information

4.1

Information on Products (along with the relevant Product codes) and relevant prices are available on our site.

4.2

The Products available on our site are a selection of items normally available online and in stores; however, FBB does not provide any warranty to the Client relating to the availability online and in the stores of the Products available on the Website.

Furthermore, we do not guarantee that any of the Products shown on our site will be in stock. Pictures of the Products displayed on our site may not correspond entirely to their actual appearance; the Client shall therefore rely exclusively on the description of the Products and their characteristics as mentioned in our site.

4.3

FBB reserves the right at any time to limit quantities and/or type of Products available on the Website. The style, models and colours of the Products described may be changed without notice. During the purchasing process, an automatic response will inform the Client if the order cannot be processed due to the unavailability of the ordered Product; FBB is not liable towards the Client in case of unavailability of the Product.

4.4

The maximum number of pieces for each Product included by the Client in the order proposal is five pieces for SKU and twenty-five pieces for each Purchase Order.

4.5

In no case will FBB be liable for errors occurred due to failure of the Client's connection to the Website. Furthermore, FBB will not take any responsibility in regard to the Client under the following circumstances, regardless of the reason for the damages, the cause, the nature of the damages, or the results:

- (a) any damages caused by the suspension or stoppage of the operation of our site;
- (b) any damages resulting from a third party hacking our site and changing the information that it provides.

5. Transport and delivery

5.1

Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within a reasonable time as of the date of the Order Confirmation, unless there are exceptional circumstances. The delivery date will be arranged by us in accordance with our operators in the area of the delivery and will vary based on the delivery address, type of Products and other relevant factors. Products shall be delivered to the address indicated by the Client in the order proposal. FBB shall not deliver to:

- (a) PO boxes.
- (b) lodging facilities such as hotels or inns, public facilities, airports and ports;
- (c) entities or individuals which provide products forwarding services to overseas; or
- (d) any other locations where FBB reasonably determines that the address of the customer is unknown.

5.2

For each order, upon Client's request, FBB could invoice the price of Products by email to the Client, pursuant to the applicable laws and regulations. The invoice will be based upon the information provided by the Client at the time of the order. No alterations to the invoice are possible after the invoice has been issued.

5.3

Delivery charges shall be borne by the Client and are indicated separately on the order form.

5.4

The purchased Product shall be delivered by a courier service selected by FBB (hereinafter “Courier”); the purchased Products will be delivered on working days (thus excluding Saturdays, Sundays and local or national holidays) within a maximum of 30 (thirty) days from the date of the Order Confirmation (except that a force majeure event or unforeseeable circumstance occurs). In case the delivery has not occurred within the above indicated term the Client should notify FBB, by sending an e-mail to the e-mail address iam@fashionbaby.xyz, and provide FBB with a further 7 (seven) days term (or such additional period of time – if any - as may be required by the relevant applicable law, or reasonable in the circumstances) to deliver the Product, provided that, in case of failure to comply with such term, the Client shall be entitled to repudiate the contract and FBB, through FBB, shall, without undue delay, reimburse all sums paid under the contract.

5.5

At the time of delivery of the Products by the Courier, the Client (or a nominated representative) is required to verify:

- (a) that the addressee indicated on the delivery note is correct; and
- (b) that the packaging and its seals are intact, undamaged, not wet or altered in any manner.

5.6

Any damages to the packaging and/or the Product(s), or discrepancies in the addressee references or documentation must be immediately indicated in writing to the Courier’s delivery note. Except to the extent permitted under applicable laws, once the Courier’s document has been signed and no objection has been raised by the Client, the Client may not make any objection to the exterior characteristics of the delivered parcel provided that the Client is entitled to subsequently raise objections in relation to the any other features related to the Product(s) in accordance with the conditions set forth under clause 9 below.

6. Shipping confirmation

6.1

FBB or the Courier, will send to the Client a shipping confirmation via email once the Products are dispatched.

7. Risk and title

7.1

The risk of loss of or damage to the Products shall pass to the Client when the Client (or a third party indicated by the Client and other than the carrier) has acquired the physical possession of the Product.

7.2

Ownership of the Product(s) will only pass to you when we receive full payment of all sums due in respect of the Product(s), including delivery charges.

8. Consumer rights

8.1

In addition to rights granted under clause 9, you may cancel a contract for a Product at any time within thirty calendar days for Products purchased at full price and within fourteen calendar days for discounted Products, beginning on the day after you received the relevant Products (the Cancellation Period). In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below). To cancel a contract, you must inform us in writing within the Cancellation Period.

8.2

Without prejudice to right granted in clause 9, the right of withdrawal provided in clause 8.1 does not apply for personalised Product, such as, for example, those with the Client's initials engraved on the Product.

9. Lack of conformity

9.1

If a Product sold by FBB has manufacturing defects or in any case of alleged lack of conformity of Products sold by FBB, you must notify us of the defect using the following page: iam@fashionbaby.xyz

9.2

If it will be confirmed by us that a Product sold by FBB has manufacturing defects or in any case of alleged lack of conformity you have the right, free of charge, to get the Product repaired (or replaced) within the limits provided by the applicable law, or, in case such repair or replacement is not possible, to have an appropriate reduction in the price of the Products, or the contract cancelled. You lose these rights if you fail to notify FBB of the lack of conformity within 2 (two) months from the date on which you detected such lack of conformity. Delivery costs for returning the Product to be repaired

or replaced under this clause, shall be borne by FBB, as well as any costs related to the delivery to you of the repaired or replacing Product.

10. Our refunds policy

10.1

If you would like to return a Product to us, please refer to the guidelines under our Returns Policy.

10.2

If you cancel the contract between us pursuant to clause 8 and return a Product to us according to clause 10.1 above, we will process the refund due to you as soon as possible and, in any case, within 2 months of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full (excluding the cost of sending the item to you and the cost incurred by you in returning the item to us).

10.3

The refund policy provided in clause 10.1 shall not apply to Products set forth in clause 8.2 above.

10.4

If you return the Product pursuant to clause 10.1 above because you claim that the Product is defective according to clause 9, we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 2 months of the day we confirmed to you via email that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. The cost of sending the item to you in the first instance, will be refunded to you only in case such Product was not included in a multiple order.

10.5

It should be understood that in both the cases described in clauses 8.1, 10.1 and 10.2 above, you must also return any related Products to us immediately, in the same condition in which you received them. You have a legal obligation to take reasonable care of the Products while they are in your possession. We may have a right of action against you for compensation and no refund will be granted:

- (a) if there is evidence that the Products have been already used (creases, damage, odours)
- (b) if the Products were originally purchased in a store
- (c) if the Products do not have their attached tags
- (d) if part of the Products or accessories, are missing
- (e) if packing materials are missing
- (f) if the statement of delivery enclosed when sending the Products is not also returned.

If your request for a refund is rejected on any of the grounds above, we will at your request and cost return the Product to you. Please note that you are responsible for all delivery costs, taxes and duties associated with such return from our warehouse. If the product is faulty, then it will be up to FBB to change, repair, remove the defect and ship the product back to the consumer (at FBB's cost).

10.6

We will usually refund any money received from you by deposit on the same credit card used by you for the purpose of purchasing Products. Furthermore, in case of payment made through a Paypal account, the refund will be executed by FBB directly on the Paypal account of the Client. In case it is not possible to refund the money as per previous paragraph, the refund will be executed by FBB by bank transfer.

11. Price and payment

11.1

The price of any Products will be as quoted on our site from time to time, except in cases of obvious error. Our site works in good faith to display accurate Product information at all times.

11.2

Delivery costs shall be added to the price of the Products and are indicated separately on the Shopping Bag or order form.

11.3

Prices are liable to change at any time, but changes will not affect orders in respect of those in which we have already sent you an Order Confirmation.

11.4

Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product or reject your order and notify you of such rejection.

11.5

We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

11.6

Payment of the price of the Products included in the order proposal and the relevant delivery charges shall be paid by the Client by credit card, PayPal, by bank transfer or any additional means of payment which results available upon check out. For credit card payments, the transaction shall abide by any separate contractual conditions between the Client and the credit card company.

11.7

FBB accepts payments made with the following credit cards: Visa, MasterCard, American Express, Paypal, Maestro.

11.8

The transactions will be debited from the Client's credit card only after:

- (a) the credit card data has been verified;
- (b) the authorization to debit the card has been received from the issuer of the card used by the Client, and
- (c) the availability of the Product has been confirmed by FBB.

11.9

In the case of a dispute occurring between the Client and the credit card company, lender etc. in regard to fees or any other obligations related to the Client's payments to our site, the Client and the concerned third party shall resolve the issue between themselves.

11.10

No debit shall be made at the moment of transmission of the order proposal, with the exception of the temporary charge necessary to check the credit card's validity, if any. It is understood that once the order is executed, the said temporary charge will be cancelled and replaced just by the amount due by the Client. Moreover, also in case the order is cancelled this temporary charge will be definitely cancelled as well.

11.11

In the event that, for any reason, it is impossible to debit the amount due by the Client within the due deadline, the contract will not be executed, and the order will be cancelled.

12. Written communications

12.1

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. Notices

13.1

All notices given by you to us must be given to the following email address:
iam@fashionbaby.xyz.

13.2

We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. FBB will reply to you as soon as possible using its best and reasonable efforts. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

14. Transfer of rights and obligations

14.1

The contract between you and us is binding on you and us and on our respective successors and assigns.

14.2

You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3

We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it without your approval, at any time during the term of the contract.

15. Events outside our control

15.1

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 events outside our reasonable control (Force Majeure Event).

15.2

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

15.3

Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

16. Waiver

16.1

If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these General Conditions of Sale, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2

A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3

No waiver by us of any of these General Conditions of Sale shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clauses 12 and 13.

17. Severability

If any of these General Conditions of Sale or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. Entire agreement

18.1

These General Conditions of Sale and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these General Conditions of Sale.

18.3

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these General Conditions of Sale.

19. Our right to vary these general conditions of sale

19.1

We have the right to revise and amend these General Conditions of Sale from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2

You will be subject to the policies and General Conditions of Sale in force at the time that you order Products from us, unless any change to those policies or these General Conditions of Sale is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these General Conditions of Sale before we send you the shipping confirmation (in which case we have the right to assume that you have accepted the change to the General Conditions of Sale, unless you notify us to the contrary within seven working days of receipt by you of the Products).

20. Copyright and trademark

20.1

All rights pertaining to the content on our site (text, images, video, voices, programs etc.) belong to Fashion Baby LDA with their registered office at Sede: Rua Garcia de Orta, 71-C, Loja 18 Distrito: Lisboa Concelho: Lisboa Freguesia: Estrela 1200 678 Lisboa, with company registration number 516198858. None of the articles, photos, illustrations etc. on this site may be used without the prior permission of Fashion Baby LDA.

20.2

All of the trademarks and service marks used on our site belong to Fashion Baby LDA or are used based on official rights such as being licensed. Their unauthorised use is not permitted.

21. Links

21.1

When creating a link to our site, we may decline the link depending on the content of the website being linked from and the method of that link. Furthermore, FBB in no way guarantees the content of any sites to which it is linked and bears no responsibility at all for any damages incurred by a site that is linked to.

22. Law and jurisdiction

22.1

These General Conditions and, therefore, the contracts executed with the Clients, are governed by and must be interpreted in accordance with Portuguese laws.

22.2

Any disputes arising from the interpretation, validity and/or execution of these General Conditions shall be subject to the mandatory territorial jurisdiction of the competent court of the place of residence or domicile of FBB.

21.2 LBB advises you to first notify of any complaints by contacting FBB Legal Department writing to iam@fashionbaby.xyz.

21.3 You may activate a procedure for the out-of-court settlement. Alternative dispute resolution (ADR) is a process where the independent body considers the facts of a dispute and produces a written determination which is binding on FBB. You can submit a complaint to CIAB - Information, Mediation and Arbitration Centre for Consumer Disputes (Consumer Court of Arbitration) with address at: Rua D. Afonso Henriques, 1, Braga, 4700030 Portugal, (email: geral@ciab.pt).

21.4 The Seller is also entitled to use the online dispute resolution procedure available at <http://ec.europa.eu/consumers/odr/>.

Last updated: 26 April 2022

Privacy Policy

Fashion Baby GROUP PRIVACY POLICY (“Privacy Policy”)

LAST UPDATED: April 2022

1. ABOUT FASHION BABY LDA AND THIS PRIVACY POLICY

We are Fashion Baby LDA (“we”, “us”, “our”, “FBB”), and are committed to protecting your privacy. Fashion Baby LDA is the controller for the purposes of the General Data Protection Regulation (the “GDPR”) and the UK GDPR, a company registered in Portugal (Company No.516198858), with its registered office located at Rua Garcia de Orta, 71-C, Loja 18 Distrito: Lisboa Concelho: Lisboa Freguesia: Estrela 1200 678 Lisboa.

This Privacy Policy provides information on how we collect and use personal data. Fashion Baby LDA operates fashionbaby.xyz. This Privacy Policy sets out the information that we collect, the reasons for which we collect the information, and how we can use and share the information.

The Website and services provided by Fashion Baby are not intended to be used by children. If you have any questions about this Privacy Policy you can contact the Fashion Baby Data Protection Officer at iam@fashionbaby.xyz

If you have any requests to exercise your legal rights, please email

iam@fashionbaby.xyz

2. THIRD PARTY WEBSITES

Our website may contain links to and from the websites of our retailers and brands (collectively our “Partners”), advertisers, and affiliates, amongst others. If you follow a link to any of these websites, please note that this Privacy Policy does not apply to those websites. We are not responsible or liable for the privacy policies or practices of those websites, so please check their policies before you submit any personal data to those websites.

3. WHAT INFORMATION DO WE COLLECT, AND HOW?

When you interact with us, whether by using our website or communicating with us, we may collect the following information about you:

- Information you give us: you may give us information about yourself if you sign up for an account on our website, place an order for products, complete any online forms (such as registration forms, competitions, and surveys), opt in to receive our newsletters and special offers, enter a competition or promotion, participate in social media functions with our website, or correspond with us (by email, telephone, instant messaging apps, social media or otherwise).

Depending on what you provide, this information can include your name, address or location, phone number, email address, date of birth, gender, purchase information, shopping preferences, images and financial information (including your credit or debit card details, although we do not hold them, our payment processors do).

If you register an account on the website, then you may choose to give us your photograph and nickname. From your Fashion Baby account, you can also invite your friends to shop at our website (including by email, Facebook, or Twitter). Even though we let them know that we’ve received their details from you, please ensure that you have your friend’s permission before sharing their contact details with us and only forward emails to people you know would be happy to receive them.

- Information we receive from other accounts or sources: we can receive information about you from other sources, such as from your other accounts (like when you use your Apple ID or Google Sign In to sign in on our website) or other websites, including data brokers, our Partners, social media providers like Meta and Twitter, advertising networks and analytics partners, and payment and delivery service providers.

By logging into our mobile applications like Apple, Google, Meta, Instagram or Twitter, or linking your Fashion Baby account on our website to your Apple, Google, Meta or Twitter accounts, you are giving us permission to obtain certain information and content from these accounts. The specific types of information that we may obtain depends on your settings for that account or website, and will be subject to their privacy policies.

We supplement the data you provide us with data from data appending services such as public or social graph data in order to better serve you with content or promotions. We will append this data to our existing customer account information to better understand customers' interests and to provide more relevant product recommendations and advertising, to increase our customer's security when using our website and to comply with our legal obligations, such as sanctions laws. This information may include household size, household income, or profession. This information can be associated with your personal information such as name, email, address, physical address or phone number.

You can see more details about the third parties we use in section 5.

- Information our IT systems collect about you: each time you visit the website, certain information will be created and automatically recorded by our IT systems. That information includes:

Cookies: you can see more details about cookies in section 7 and Cookies Policy, but these small text files can help improve your experience with the Website and make it easier to interact with us. This may include storing your location or language preferences to save you having to re-enter information when returning to, or ensuring that items you wish to order don't disappear as you navigate between pages on our website. We also use cookies to provide you with tailored advertising.

Device information: the information provided by your device will differ depending on your operating system and device settings (eg. PC, Mac, iPhone, Android, or otherwise), but includes the type of device you have (eg. iPhone 13 pro or Samsung Galaxy S7), the device's IP address and location, the browser you're using, your mobile network provider (for mobile devices), the pages you have visited, your time zone and country location, and crash or download error reports.

4. WHAT DO YOU USE MY INFORMATION FOR?

To provide you with our services, including to allow you to order and receive products using our website, administer your Fashion Baby account and to optimise your experience, we need to use your information in a number of different ways.

We also use the information for marketing and advertising purposes. Where you have told us you would like to receive marketing communications or when you have made a purchase using our services, we and our partners will use your personal information (including your name, email address and address) to occasionally send you updates, news, and offers via email, post, or other forms of media. We may use your information (including supplemental information received from partners that we append to our existing customer information as described below), to tailor these messages to you. You may unsubscribe from our email marketing communications by modifying your preferences in your account's profile management section, or by following the opt-out instructions in the promotional emails that are sent to you.

You may unsubscribe from our email marketing communications by modifying your preferences in your Fashion Baby account's profile management section, by following the opt-out instructions in the promotional emails that are sent to you.

Should your country be covered by such services, we may use your information to provide you with shopping recommendations and personal styling-related services, therefore, you'll have access to an improved and more interactive shopping experience. Such services will be provided along with third-party providers, which will be acting as processors.

We use third-party service providers to serve advertisements most relevant to you across your different devices and on our own and others' websites and mobile applications. In addition to the information about your visits to our website, our service providers may also use the information about your interactions with other websites or applications to target advertisements for products available from Fashion Baby or from our partners. For information about opting out of targeted advertising and controlling the use of cookies, please see the cookies section of this Privacy Policy.

We also carry out research, analysis, and surveys on your use of our website, and views. Finally we use your information to confirm your identity and perform credit checks or anti-fraud checks, in order to ensure your, and our, financial security. Please scroll down to find out the detailed purposes for which we collect your information, what specific information is collected and the legal basis for which we purpose that data.

To register and manage your Fashion Baby account on our Website, we collect your name, email, password and other additional details you may wish to add to your account, like phone number, addresses and gender. The legal basis is the performance of a Contract with you.

To fulfil the orders you make through our website, we collect your Name, addresses, phone number, Order details, like the products you are buying, the size and price. The legal basis is the performance of a Contract with you.

To collect payment from you we collect your payment information, which comprises the credit/debit card's number, holder's name and CVV. We don't store them and only transfer them to our authorised payment providers. The legal basis is the performance of a Contract with you.

To provide you with our customer services (including helping you to solve any issue you have with our services, updating you about any change to our terms of service, or contacting you to know how your experience with us was): we collect your name, email, password, phone number and addresses and your contact history with us. The legal basis is the performance of a Contract with you and our legitimate interests in retaining you as a customer.

To monitor the quality of our customer services, we collect your name, email, password, phone number and addresses, your response to our SMS inquiries about the quality of the service and your contact history with us (including phone records of our conversations and conversations through email or other instant messaging apps). The legal basis is the legitimate interests in running our business.

To administer, maintain and optimise our Website and our services, we collect your device information (such as your device IP address and device type), cookie identifiers and browsing information. The legal basis is the legitimate interests in running our business.

To perform fraud and credit checks and if we can do business with you, we collect your name, email, addresses, credit/debit card details, browsing history, purchase history, date of birth, gender, specific behavioural cookies, device information (such as IP

address and device type), any national identifiers (like driver's license or ID cards) and any publicly available information (like social media profiles or news). The legal basis is the legitimate interests to protect Fashion Baby and its customers from fraudulent activities and compliance with a legal obligation.

To send you marketing communications and personalised offers, we collect your name, email, phone number, addresses, date of birth, purchase history, browsing history and behaviour, device information, shopping preferences, cookie identifiers, internal identifiers and country. The legal basis is the legitimate interests in electronic direct marketing of similar products and services which you have acquired using our website. When such is not applicable, your consent to send you special offers and campaigns powered by Fashion Baby in cooperation with exclusive partners.

To provide you with personalised recommendations and enhance your experience, we collect your name, email, phone number, addresses, date of birth, purchase history, browsing history and behaviour, device information, shopping preferences, nickname, cookie identifiers, internal identifiers, country, spent tier level and wealth. The legal basis is our legitimate interests in running our business and improving your shopping experience.

To carry out research, analysis, enquiries and surveys on your use of our website, we collect your Name; Addresses; Email; Device information, legal basis is our legitimate interests in running our business and improve our Website and your experience.

To advertise and retarget advertising of our and our Partners' products and services, we collect your email, cookie identifiers and device information. The legal basis is our legitimate interests in running our business.

To produce aggregated statistical reports, we use your order history, provided that the result of such reports do not identify you. The legal basis is our legitimate interests in running our business and improving our website.

5. WHO DO YOU SHARE MY INFORMATION WITH?

To provide our services and the website, we work with a number of carefully selected third parties. To do this, we may share your information with these third parties in the following limited circumstances:

- Third party service providers for business purposes: to function properly, we rely on a number of carefully selected third parties to provide us with services and products. We permit these companies to use your personal information only to the extent necessary to provide us with their services and products. Below you can find the types of third parties we use:

- o Courier companies that we use in order to deliver the products to you and, as such, they need to have access to your order information, including your name and address. These providers have a global outreach, with many local companies that can be engaged depending on your shipping address.

- o Payment providers that we use to process your payment information (including your credit/debit card details) so that we can collect payment from you. These are based in the European Union, United States and are engaged depending on your location.

- o Anti-fraud and credit check providers to keep us and you secure. They have access to and process your information and associated orders to check for any fraudulent behaviour.

o Analytics and search engine providers, like Google, that we use to assist us in the improvement and optimisation of the website. These providers are based in the United States and Europe.

o Customer Service management providers, that allow us to provide our customer services and improve and manage your customer experience. Our current provider is based in the United States.

o Marketing Tools providers that help us enable our marketing. These providers are based in the United States.

o Performance Marketing and Recommendations Providers that help us deliver advertising and recommendations of Fashion Baby products tailored to your interests and needs. These providers are based in Europe (mostly in the UK) and in the United States.

o Research companies that we can engage to help us carry out surveys regarding your use of our Website and Services. These providers are mostly based in Europe (mostly in the UK) or in the United States.

o IT/technology providers that we use to support, maintain and provide our technology and IT infrastructure that supports our website and the storage of your information. These providers are mainly based in the USA and in Europe.

- Advertisers for marketing purposes: we can provide your information to our advertising and social media partners that you select (including Meta and Twitter), where they require the data to select and serve relevant adverts about ours and our partners' products and services to you and others.

- Third party service providers to enrich data: we may also enrich, match or combine information we hold about you with data from other sources, for instance by sharing

some of your personal data with selected business partners. These partners are based in the United States. We do this to better understand your customer profile and interests so that we can deliver customised offers and other personalised services.

- Third parties where we are considering a corporate transaction: Fashion Baby LDA is always looking for new opportunities and directions in which to grow. This means sometimes we may consider corporate transactions such as merger, acquisitions, reorganisations, asset sale, or similar. In these instances, we may transfer your information to enable the assessment and undertaking of that transaction. If we buy or sell any business or assets, your personal information may be one of the assets that are transferred.
- To comply with legal requests: on occasion we may be required to liaise with various regulators and law enforcement agencies in a number of different countries, whether as a result of law, a court order, or another legal process. Although we dispute requests wherever suitable, in some cases we may have to share your information with the regulators or law enforcement agencies. Where we consider it appropriate, and provided we are not prohibited from doing so by law or court order, we will attempt to notify you of these legal demands.
- Aggregated information with third parties: we may aggregate your information with the information of other customers, creating a dataset of information about the usage of our website, purchase of products, and other general, grouped information about our customers. The legal basis is our legitimate interest to understand the usage of our service and demand for our product. Although this dataset is aggregated and anonymised, meaning it cannot identify you as an individual, it provides a valuable insight into the use of our website and we may therefore share it with select third parties. These parties may include providers of plugins or similar technologies (to help measure traffic), our partners and other providers (to allow them to better stock products), and our investors.

6. TRANSFERS OF YOUR PERSONAL DATA

By using our website and our services, you acknowledge and accept that your personal information will be processed in the United Kingdom and European Union.

To provide our website and our services, in accordance with the purposes set out above, we may transfer and store the personal information that we collect from you to a destination outside of the United Kingdom or the European Economic Area (“EEA”), mostly to the United States, either to one of our Group Companies, to one of our Partners or to one of the third parties with which we work with, as stated below:

- o When transferring personal information to one of our third party partners outside the EEA, which may include the USA, Brazil, Russia, Japan, or China, we rely on the Commission’s model contracts for the transfer of personal data to third countries.
- o We transfer the personal information to one of our Partners outside the EEA, to the extent such transfer is needed to fulfil the contract between you and the Partner which you are ordering the products from.

7. COOKIES

We use technology such as "cookies" to collect information and store your online preferences. Cookies are small pieces of information sent by a web server to a web browser, which allows the server to uniquely identify the browser on each page.

We use the following categories of cookies on our website:

Strictly necessary cookies: these cookies are essential in order to enable you to move around the website and use its features. Without these cookies, services you have asked for such as remembering your login details or shopping basket items cannot be provided. These cookies will also inform us about your behaviour on our website, if we

can do business with you and protect Fashion Baby and its customers from fraudulent activities.

Performance cookies: These cookies collect anonymous information on how you use our website (eg. we use Google Analytics cookies to help us understand how customers arrive at our site, browse or use our site) and highlight areas we can improve such as navigation, shopping experience and marketing campaigns. The data stored by these cookies does not show personal details from which your individual identity can be established. They are also used to help measure the effectiveness of an advertising campaign. You may opt-in to these cookies using your browser settings.

Functionality cookies: These cookies remember choices you make such as the country you visit our website from, language and search parameters such as size, colour or product line. These can then be used to provide you with an experience more appropriate to your selections and to make the visits more tailored and pleasant. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites. You may opt in to these cookies using your browser settings.

Targeting cookies or advertising cookies: These cookies collect information about your browsing habits and limited aggregated demographic information in order to make advertising more relevant to you and your interests. They are also used to limit the number of times you see an advert. The cookies are usually placed by third party advertising networks. They remember the websites you visit and that information is shared with other parties such as advertisers. For example, we use third party companies to provide you with more personalised adverts when visiting other websites. You may opt-in to these cookies using your browser settings.

You can withdraw your consent to these cookies at any time through the following options:

- Google Analytics cookies across all websites, please visit Google Analytics Opt-out Browser Add-on;
- Other third party cookies relating to behavioural advertising, please go to www.youronlinechoices.eu.
- Any other type of cookies, you can clean the cookies through your browser settings.

Please note that refusing cookies does not mean you will no longer receive online advertising. It does mean that the company or companies from which you opted out will no longer deliver adverts tailored to your web preferences and usage patterns, so you may see a greater number of adverts that are irrelevant to you and your preferences.

8. SECURITY

Keeping you and your personal information secure is very important to us. We take a number of reasonable steps to try to protect the personal information that you provide, including:

- Using a Transport Layer Secure (TLS) to encrypt the personal data that you send us during the order process (including any financial information such as credit or debit card details).
- Requiring you to establish a unique email and password to access your Fashion Baby account on our website.
- Not keeping details of your credit or debit card that would enable any third party to transact using that credit or debit card (such as your CVV number).
- Regularly monitoring our servers and IT systems for possible vulnerabilities and attacks. Unfortunately, despite this, the transmission of information via the Internet is

not completely secure. We cannot guarantee the security of your personal data transmitted to or through our website, and any such transmission is at your own risk. In particular, please keep in mind that if you voluntarily disclose personal information through other means of communication than the website in a non-protected environment (such as through email, sms, online messages) then that information can be collected and used by others outside of our or your control.

9. HOW LONG WILL YOU USE MY INFORMATION FOR AND WHERE YOU WILL STORE IT?

We retain the data you provide to us for as long as you have your Fashion Baby account with us and thereafter for as long as necessary to fulfil the purposes we collected it for, notwithstanding any superior retention period that we may be obliged to observe in accordance with legal requirements applicable to us.

In some circumstances, you can ask us to delete your data as set out below.

After you have terminated your use of our services, we may store your information in an aggregated and anonymised format.

We engage commercial cloud storage providers to store the data that we collect from you. Therefore, your data may be transferred to and stored in different jurisdictions and may also be processed by staff operating within the various countries who work for us or for one of our contractors. By submitting your personal data, you agree to this transfer, storing or processing. We will take commercially reasonable steps to ensure that your data is handled securely and in accordance with this privacy policy and the relevant privacy laws.

10. WHAT ARE MY PRIVACY RIGHTS?

You have certain rights in relation to the personal data we hold about you, which we detail below. Some of these only apply in certain circumstances as set out in more detail

below. We also set out how to exercise those rights. Please note that we will require you to verify your identity before responding to any requests to exercise your rights and that can include asking a set of security questions to ensure it is you. When you have appointed someone else to do the request on your behalf, that person and/or organisation needs to show a valid power of attorney issued by you. We must respond to a request by you to exercise those rights without undue delay and at least within one month (although this may be extended by a further two months in certain circumstances).

To exercise any of your rights, please email iam@fashionbaby.xyz with the subject title of Data Subject Request

- **Access:** you have the right to know whether we process personal data about you, and if we do, to access data we hold about you and certain information about how we use it and who we share it with (including the categories of personal data we share with businesses for their direct marketing uses and the names and addresses of those businesses). Please note that in your Fashion Baby account, you can see information about you, namely your account details (such as name, email, phone number, date of birth, the addresses you use for billing and shipping, your order history and shopping preferences).

You can also request a copy of your information. If you require more than one copy of the data we hold about you, we may charge a reasonable administration fee.

We may not provide you with certain personal data if providing it would interfere with another's rights (e.g. where providing the personal data we hold about you would reveal information about another person) or where another exemption applies.

- **Portability:** you have the right to receive a subset of the personal data we collect from you in a structured, commonly used and machine-readable format and a right to request that we transfer such personal data to another party. The relevant subset of personal

data is data that you provide us with your consent or for the purposes of performing our contract with you. If you wish for us to transfer the personal data to another party, please ensure you detail that party and note that we can only do so where it is technically feasible. We are not responsible for the security of the personal data or its processing once received by the third party. We also may not provide you with certain data if providing it would interfere with another's rights (e.g. where providing the personal data we hold about you would reveal information about another person or our trade secrets or intellectual property).

- Correction: you have the right to correct any personal data held about you that is inaccurate. You can edit your personal information in "My Account" settings. You can also request the correction by emailing us. Please note that in some cases we can ask you to explain in detail why you believe the personal data we hold about you to be inaccurate or incomplete so that we can assess whether a correction is required. Please note that whilst we assess whether the personal data we hold about you is inaccurate or incomplete, you may exercise your right to restrict our processing of the applicable data as described below.

- Erasure: you may request that we erase the personal data we hold about you in certain circumstances. Please scroll down to know what those are:

You believe that it is no longer necessary for us to hold the personal data we hold about you.

We are processing the personal data we hold about you on the basis of your consent, and you wish to withdraw your consent and there is no other ground under which we can process the personal data.

We are processing the personal data we hold about you on the basis of our legitimate interest and you object to such processing. Please provide us with detail as to your

reasoning so that we can assess whether there is an overriding interest for us to retain such personal data.

You no longer wish us to use the personal data we hold about you in order to send you promotions and special offers.

You believe the personal data we hold about you is being unlawfully processed by us.

Also note that you may exercise your right to restrict our processing of the data whilst we consider your request as described below.

Please provide as much detail as possible on your reasons for the request to assist us in determining whether you have a valid basis for erasure. Please note that we may retain the personal data if there are valid grounds under law for us to do so (eg. for the defence of legal claims or freedom of expression) but we will let you know if that is the case.

Where you have requested that we erase data that we have made public and there are grounds for erasure, we will use reasonable steps to try to tell others that are displaying the data or providing links to the data to erase the data too.

- Restriction of Processing to Storage Only. You have a right to require us to stop processing the personal data we hold about you other than for storage purposes in certain circumstances. Please note that if we stop processing the personal data, we may use it again if there are valid grounds under data protection law for us to do so (eg. for the defence of legal claims or for another's protection).

Listed below are the cases where you may request we stop processing and only store the personal data we hold about you:

You believe the personal data is not accurate for the period it takes for us to verify your claim.

You wish to erase the personal data as the processing we are doing is unlawful but you want us to retain the personal data for storage only and stop processing it.

We wish to erase the personal data as it is no longer necessary for our purposes but you require it to be stored for the establishment, exercise or defence of legal claims.

You have objected to us processing personal data we hold about you on the basis of our legitimate interest and you wish us to stop processing the personal data whilst we determine whether there is an overriding interest in us retaining such personal data.

- **Objection:** at any time you have the right to object to our processing of data about you in order to send you promotions and special offers, including where we build profiles for such purposes and we will stop processing the data for that purpose. You can do this by changing your marketing preferences in your Fashion Baby account, selecting 'unsubscribe' at the bottom of our marketing emails. Please note that you will still receive emails related to the orders you make through our website or updates to our Terms & Conditions and Privacy Policy.

You also have the right to object to our processing of data about you and we will consider your request in other circumstances as detailed below:

- o We are processing the data we hold about you (including where the processing is profiling) on the basis of our or a third party's legitimate interest and you object to such processing. Please provide us with detail as to your reasoning so that we can assess whether there is a compelling overriding interest in us continuing to process such data or if we need to process it in relation to legal claims. Also note that you may exercise your right to request that we stop processing the data whilst we make the assessment on an overriding interest.

- **Withdrawal of Consent:** You can withdraw your consent at any time by changing your marketing preferences by emailing us at iam@fashionbaby.xyz

11. COMPLAINTS

If you have any questions or concerns about this Privacy Policy, please contact us:

- by emailing us at iam@fashionbaby.xyz with the email subject title of "Data Complaint".

This is without prejudice to your right to launch a claim with the Information Commissioner's Office (www.ico.org.uk) or the data protection supervisory authority in the EU country in which you live or work where you think we have infringed data protection laws.

12. UPDATES TO THIS POLICY

Any changes we may make to this Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by email. Please check back regularly to keep informed of updates or changes to this Privacy Policy.

13. PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

This Privacy Notice for California Residents supplements the information contained in Privacy Policy applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

Under the CCPA, a business that sells California residents' personal information to others: 1) must give notice to California residents before selling their personal

information to others; and 2) must provide the right to opt out of the sale of their personal information.

Fashion Baby LDA does not sell and have not in the past 12 months sold personal information, including personal information of anyone under 16 years old. Thus, these notification and opt-out requirements do not apply to Fashion Baby LDA.

Cookie Policy

What cookies do we use

Cookies issued by Fashion Baby (or our service providers) are mainly related to the operation of the website and fall into the categories below:

- Strictly necessary cookies help our website to function properly, for example, so that you can log into your account, add items to your shopping bag and check out securely.
- Analytical or performance cookies help us to recognise and count the number of visitors to the website and see how visitors use our website. We need this information to help us to improve the website and your shopping experience (for example, so that you can easily find what you are looking for). You can still use the website if you deactivate analytical cookies.
- Preference cookies allow us to recognise you when you return to our website and remember any website preferences you have indicated (for example, your choice of language or location). You can still use the website if you deactivate preference cookies, although your experience of the website may not be as smooth as we will not be able to remember your preferences.
- Advertising (or targeting) cookies are used to deliver more relevant ads to you and measure the effectiveness of marketing campaigns. We only use advertising cookies with your prior consent. Refusing advertising cookies will not impact on your use of the website, however, the advertising you see may be less relevant to you.

You can manage which types of cookies may be saved on your device by clicking on the Cookies Settings button below or through your web browser settings. However, your

experience of some parts of the website may be affected by changes to your cookie settings. For example, you will not be able to complete a purchase if your browser setting blocks all cookies.

Please also read our Privacy Policy to understand how we use personal data collected by cookies.

Third party advertising cookies

There are also third party cookies on the website sent by our partners or advertising agencies. These third parties may include, for example, advertising networks and providers of external services like web traffic analysis services.

To manage third party cookies, please visit www.youronlinechoices.com and www.youradchoices.com.

Returns Policy

OUR RETURNS POLICY

For all returns, please send an email to returns@fashionbaby.xyz explaining why you would like a return.

The most important thing to us is that you are happy with your purchase. Should you be unhappy with our delivered goods, you have the right to return the unused product within 30 days after the arrival of the goods and 14 days for discounted items.

Please be aware that you are responsible for the product from the moment you receive it to the moment you ship it back to us.

REFUNDS

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. If the item is returned in exactly the same condition it was sent to you in with tags still on and in an unworn condition the return will be approved.

We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and we will automatically refund your original method of payment. We will of course try to process your refund as soon possible but it can take up to 14 business days to receive.

Exchanges

If you wish to change the size and/or colour of an item that you purchased, you can do so at no additional cost within 30 days of delivery date.

Please email iam@fashionbaby.xyz with “Exchange” in the subject title and inform us of all the details of the exchange including the replacement size and/or colour from those available. As soon as we receive your return we will ship it to the address from your original order.

You will receive a Shipping Confirmation email when the package has been dispatched. You can exchange the size and/or colour of an item one time only, but you can always return it by following the instructions of this Return Policy.

DEFECTIVE ITEMS

In the unlikely event, we will happily replace any items if they suffer from a defect. Please send us an email to returns@fashionbaby.xyz along with photographic evidence of the defect in question. The Fashion Baby team will review and come back to you to outline next steps. If the defect is accepted by us, it is likely that we will need you to return the item to us. We will email over a returns label for you to print off and drop off at your local post office allowing you to return the item to us at no additional cost.

PERSONALISED ITEMS

We are unable to accept returns on personalised items unless they are defective.

SHIPPING

To return your product, please email returns@fashionbaby.xyz. We will then send you a return label. You will need to print this and attach it to the package. Simply drop it at your local post office and make sure to get the tracking receipt. You should mail your product to the address provided on the return label.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

Anti Modern Slavery Statement

Introduction

Our commitment to the rules and principles of the UK Modern Slavery Act 2015

Fashion Baby LDA is committed to the rules and principles of the UK Modern Slavery Act 2015 and the abolition of modern slavery and human trafficking.

As an equal opportunities employer, we're committed to creating and ensuring a non-discriminatory and respectful working environment for our staff. We want all our staff and everyone we work with to feel confident that they can expose wrongdoing without any risk to themselves.

Our recruitment and people management processes are designed to ensure that all prospective employees are legally entitled to work and to safeguard employees from any abuse or coercion.

We do not enter into business with any organisation, in Portugal or abroad, which knowingly supports or is found to be involved in slavery, servitude and forced or compulsory labour.

Our supply chain

Due to the nature of our business, we assess ourselves to have a low risk of modern slavery in our business and supply chains.

Products and packaging are mainly manufactured through Fashion Baby's local suppliers and partners. Fashion Baby purchases directly from local suppliers, services and products necessary to run its business.

Business

Fashion Baby LDA sells luxury and high quality products under our trademark. Selling shoes, vegan leather goods, accessories, ready-to-wear, etc. (the "Products"), to clients in Europe, including in the United Kingdom, as well as in many other countries worldwide.

Policies and Practices

Fashion Baby's commitment is to act with integrity in its business dealings and to promote ethical conduct, to enhance compliance with applicable laws and to provide guidance with respect to business conduct.

Fashion Baby engages in multiple internal and external actions to gauge and combat the risk of modern slavery, including human trafficking occurring in its supply chains and to assess and manage potential risks related to its supply chain. Fashion Baby's due diligence includes internal risk assessments utilising information gathered from organisations with expertise in social compliance issues, other companies, and various additional external resources.

Key principles are:

Suppliers' Code of Conduct

Suppliers' Code of Conduct reflects our commitment to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure Modern Slavery is not taking place in Fashion Baby or its supply chains.

Fashion Baby requires its suppliers to engage in and promote ethical conduct, comply with all applicable laws, rules and regulations in their own area and act responsibly, with due care, competence and diligence when dealing with us.

Fashion Baby ensures and requires its suppliers to share its commitments and act in full compliance with the relevant laws, including national, local and international laws relating to the management of their businesses.

Fashion Baby requires its suppliers to seek approval before subcontracting any part of their supply chain process.

Supplier and Contractor due diligence

Fashion Baby reviews its suppliers and carefully chooses the organisations they work with.

Fashion Baby shall use its reasonable endeavours to ensure that all supplier and contractor template contracts contain clauses that require them to adopt similar anti-modern slavery standards and practices.

Staff/Employees

Awareness

Fashion Baby provides information to employees with direct responsibility for supply chain management and certain vendors. It is focused on raising awareness regarding the risks of modern slavery occurring in the business or its supply chains and on preventing, detecting, and responding to allegations related to these and other related issues.

Fashion Baby is committed to ensuring its staff act with, and commit to, integrity in the conduct of its business in an environment that is free from all form of unethical behaviour including forced or compulsory labour, child labour, slavery, human trafficking, discrimination, corruption and harassment and therefore provides a common framework of values and principles to provide guidelines to its staff.

This statement is made pursuant to Section 54(1) of the UK Modern Slavery Act 2015. The Board of Directors of Fashion Baby LDA has approved this statement and it has been duly signed by the following director:

Lucas Portman