

GROP LIMITED TERMS OF SERVICE

GROP LIMITED PRIVACY POLICY

GROP LIMITED TERMS OF SERVICE (“Terms of service”)

LAST UPDATED: 10th APRIL 2021

Welcome to Vanilla (You know us as Vanilla, but our legal name is GROP LIMITED). This page tells you the terms (the “Terms”) which apply when you order any items (the “Items”) from our vanilladelivery.com website.

Please read these Terms carefully before using our services. If you have any questions relating to these Terms please contact support@vanilladelivery.com. If you are a consumer, you have certain legal rights when you order Items using our services. You can find more information about these rights at: <https://www.citizensadvice.org.uk/consumer/>. Your legal rights are not affected by these Terms, which apply in addition to them and do not replace them. By using our services, you confirm that you accept these Terms.

1. Information About Us

Vanilladelivery.com is operated by GROP LIMITED, a company incorporated and registered in England and Wales, whose registered office is at the 261 Fulham Road, Flat 1, SW36HY, London, United Kingdom. Our Company registration number is 12425967. You may contact us at support@vanilladelivery.com.

2. Purpose

Our objective is to link you to beauty products stocked around you (“Items”) and allow you to order Items on-demand to enjoy an instant and pollution-free delivery (our “Service”). Where you order, Vanilla manages your experience throughout the order process. Once you have placed an order, delivery of your Items will be arranged by Vanilla (“Vanilla Delivery”).

3. Your Account

You don’t need to have an account to use our services.

4. Service Availability

We are currently operating in prescribed delivery areas. You can place an order 24/7. Vanilla delivers from 11am to 7pm Monday to Saturday and from 11am to 12:30 am on Sunday. Vanilla collects empty products from 11am to 7pm Monday to Saturday and from 11am to 12:30 am on Sunday. If you try to order a delivery or collection to a location outside the delivery/collection area or operating hours, we will notify you that ordering will not be possible.

5. Orders

When you place an order through our website, it needs to be accepted by us before it is confirmed. We will send you a confirmation message if your order has been accepted (the "Confirmation Notice"). The contract for the supply of any Item you have ordered comes into existence when we send the Confirmation Notice. You are responsible for paying for all Items ordered, and for related delivery charges, and for complying with these Terms, even if you have ordered the Item for someone else. All Items are subject to availability.

6. Delivery

We will attempt delivery as soon as possible; you must therefore be available to accept delivery from the time you place the order.

Unfortunately, despite our best efforts, things do not always go to plan and factors such as demand, traffic and weather conditions may prevent us from delivering your Item on time. We will always notify you when necessary, giving you the option to cancel your order. We will work with you to make things right unless you have caused the delay (e.g. because you gave us the wrong address or did not come to the door).

We will attempt delivery at the address you provide to us when you place your order. If you need to change the delivery location after you have placed your order, we may be able to change to the address to an alternative one if you let us know before the rider has been dispatched, and the new address is within the same zone as the address you originally ordered your Item to. If we cannot change the delivery address, you have the option to cancel the order.

7. Your Rights if Something is Wrong With Your Items

You have a legal right to receive goods which comply with their description, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you place your order. If you believe that the Items you have been delivered do not comply with these legal rights, please let us know. We may request a photograph showing the problem if it is something that can be seen by inspecting the Items. We will provide a refund in respect of the affected part of the Item, and also in respect of delivery if the whole order was affected, unless we have reasonable cause to believe that the problem was caused after delivery.

Prior to processing your refund, we may take into account relevant factors including the details of the order and what happened on delivery.

8. Cancellation

You may cancel an order without charge at any time before the delivery starts. If you wish to cancel an order before it becomes a Started Order, please contact us immediately, via our mobile phone number +447737832909.

We may notify you that an order has been cancelled at any time. You will not be charged for any orders cancelled by us.

10. Prices, Payment and Offers

Prices include VAT. You confirm that you are using our Service for personal, non-commercial use. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the order at the right price or cancelling the order without charge and with a full refund of any money already paid.

Where we make a delivery, we charge you a delivery fee. The total price of your order will include the prices of Items and delivery fee.

Payment for all Items and deliveries can only be made by debit cards upon delivery. Payment is made directly to Vanilla.

11. Tips

Once you've received your order, you may get the chance to pay a tip to your rider. Vanilla will collect payment on behalf of the rider, as their limited payment collection agent, and payment of the tips shall be considered a direct payment from you to the rider. Your rider will receive 100% of any payment you choose to make. As this payment is made after you receive your order, this payment is non-refundable and does not form part of your order.

12. Our Responsibility for Loss or Damage That You Suffer

We are responsible to you for any loss or damage that you suffer that is a foreseeable result of our breaking these Terms or of failing to use reasonable care and skill in relation to your use of our Service. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is "foreseeable" if it is either obvious that it will happen, or if you told us that it might happen, for example if you tell us about particular circumstances that might increase the loss or damage arising from our breach of these Terms before you place an order.

We do not exclude or limit our responsibility to you for loss or damage where it would be unlawful to do so. This includes any responsibility for death or personal injury caused by our failure, to use reasonable care and skill; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Items, as summarised at part 7 above; or for defective Items under the Consumer Protection Act 1987. Subject to the previous paragraph, we are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms, or as a result of any IT hardware or software failure other than a failure in our Applications.

13. Data Protection

We process your personal data in accordance with our Privacy Policy.

14. Other Terms

If either we or you have any right to enforce these Terms against the other, that right will not be lost even if the person who has the right delays enforcing it, or waives their right to enforce it in any instance. If a court or other authority decides that any part of these Terms is illegal or ineffective, the rest of the terms will be unaffected and will remain in force.

We may change these Terms from time to time. If we make any changes which affect your rights in relation to our Service, we will notify you. Changes to the Terms will not affect any orders you have placed where we have sent the Confirmation Notice. These Terms are governed by English law and you can bring legal proceedings in relation to our Service in the

English courts. We are required by EU law to provide this link to the EU's online dispute resolution portal, however we do not participate in dispute resolution under this process.

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

GROP LIMITED PRIVACY POLICY (“Privacy Policy”)

LAST UPDATED: 10th APRIL 2021

You know us as Vanilla, but our legal name is GROP LIMITED ("we", "our", "us" or "Vanilla") and we are committed to protecting the privacy of all users of our website vanilladelivery.com. Please read the following privacy policy that explains how we use and protect your information. We are the "controller" of the information we process.

1. Contact Details

If you have any queries or requests concerning this privacy policy or how we handle your data more generally, you can get in touch with us using the following details:
support@vanilladelivery.com.

2. How We Collect Your Information

We collect your personal information when you interact with us or use our services, such as when you place an order. We also look at how visitors use our websites, to help us improve our services and optimise customer experience. We don't save any of your information without your permission.

3. Information We Collect From You

As part of our commitment to the privacy of our customers and visitors to our website more generally, we want to be clear about the sorts of information we will collect from you. We only collect your name and address in order to deliver you or collect empties for recycling. Once the delivery or collection is done, we will ask confirmation from you before saving your details in our database.

4. Use Of Your Information

We only use your information in order to fulfill a delivery or a collection. We don't process the data we collect about you in any shape or form.

6. Cookies

We don't use cookies.

7. Marketing

Only where you have given your consent we will use your information to let you know about our other products and services, or Vanilla initiatives that may be of interest to you and we may contact you to do so by email, post or phone/social media.

9. Retention Of Your Information

We don't retain your information without your permission and we will not retain your information for any longer than we think is necessary.

10. Disclosure Of Your Information

The information we collect about you stays only with us. We never share any of your information with anyone.

11. Security

We adopt robust procedures and policies to ensure the personal information we hold about you is suitably protected.

12. Your Rights

Subject to applicable law, you may have a number of rights concerning the data we hold about you. If you wish to exercise any of these rights, please contact us using the Contact Details set out above. For additional information on your rights see the Information Commissioner's Office website at <https://ico.org.uk/your-data-matters/>.

13. Changes To Our Privacy Policy

We update this Privacy Policy from time to time, so remember to check back in, in case anything has changed and, where appropriate, we may notify you of the changes for example by email or push notification.

This privacy policy was last updated: 10/04/2021

14. Complaints

If you're not satisfied with our response to any complaint or believe our processing of your information does not comply with data protection law, you can make a complaint to the Information Commissioner's Office (ICO) using the following details:

Address: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

Website: www.ico.org.uk

GROP LIMITED, 261 FULHAM ROAD, Flat 1, London, SW36HY, United Kingdom