

GENERAL SUBSCRIPTION TERMS AND CONDITIONS OF ON THAT ASS INTERNATIONAL B.V.

Thank you for taking out a Subscription with ON THAT ASS. The General Terms and Conditions contain agreements we make with each other about amongst others the Subscription, the payment of the Subscription and the delivery of the Products.

1. DEFINITIONS

1.1 We use definitions in the General Terms and Conditions. These definitions have the following meanings, both in the singular and in the plural form:

- (a) **Account:** the account created by you in which you can manage your Subscription(s);
- (b) **Business Days:** Monday to Friday, excluding national holidays in the Netherlands and in the country where the Subscriber has indicated they wish to have a Product delivered.
- (c) **CPI:** the consumer price index published by Centraal Bureau voor de Statistiek.
- (d) **Customer Service:** the department of ON THAT ASS that is available to answer questions and can be reached via the Website;
- (e) **Free Member Product:** the Member Product you receive from us once, free of charge, as part of a Subscription. We only send a Free Member Product when a Subscriber takes out an initial Subscription in categories (i) and (ii) (see the description in the definition of Member Product);
- (f) **General Terms and Conditions:** this document containing the general Subscription terms and conditions of ON THAT ASS, which apply to a Subscription and to the purchase of Loyalty Products;
- (g) **Loyalty Programme:** the loyalty Programme for Subscribers;
- (h) **Loyalty Product:** a product that is part of the Loyalty Programme;
- (i) **Loyalty Product Cooling-off Period:** the 14-day period during which you may exercise the Loyalty Product Right of Withdrawal;
- (j) **Loyalty Product Right of Withdrawal:** the Subscriber's ability to withdraw from the purchase agreement regarding a Loyalty Product within the Loyalty Product Cooling-off Period;

- (k) **Member Product:** the products that a Subscriber receives based on the Subscription entered into by that Subscriber, including a Free Member Product. The Member Products are divided into 3 categories: (i) underwear, (ii) socks, and (iii) undershirts;
- (l) **ON THAT ASS/we/us:** the private limited company ON THAT ASS INTERNATIONAL B.V., with its registered office in 's-Hertogenbosch and its place of business at Graafsebaan 135A (5202CA) in Rosmalen, registered in the Trade Register of the Chamber of Commerce under number 64158969, VAT identification number NL855548095B01, reachable via the chat feature on the Website, telephone number 073 303 4175, email address hello-uk@onthatass.com, and via the mailing address P.O. Box 2013, 5202 CA in 's-Hertogenbosch, The Netherlands;
- (m) **Parties:** ON THAT ASS and the Subscriber;
- (n) **Product:** the Member Products and the Loyalty Products;
- (o) **Service Countries:** Belgium, Denmark, Germany, France, Finland, Ireland, Italy, Luxembourg, the Netherlands, Norway, Austria, Poland, Portugal, Spain, the Czech Republic, the United Kingdom, Sweden and Switzerland;
- (p) **Subscriber/you:** the natural person, not acting in the course of a profession or business, who creates and manages an Account and therefore the person who can enter into Subscriptions with us and purchase Loyalty Products;
- (q) **Subscription:** the agreement entered into between you and ON THAT ASS for the delivery of the Member Products, including the applicable General Terms and Conditions;
- (r) **Subscription Cooling-off Period:** the 14-day period during which you may exercise the Subscription Right of Withdrawal;
- (s) **Subscription Right of Withdrawal:** the Subscriber's ability to withdraw from the Subscription within the Subscription Cooling-off Period;
- (t) **Subscription Fee:** the monthly subscription price payable for a Subscription;
- (u) **Website:** <https://onthatass.com/en-gb/>

2. GENERAL

- 2.1 The General Terms and Conditions apply to all legal relationships between the Subscriber and ON THAT ASS relating to the Subscriptions and the agreements

concerning the potential delivery of the Loyalty Products purchased by the Subscriber.

- 2.2 The invalidity of one or more provisions of the General Terms and Conditions shall not affect the validity of the remaining provisions.
- 2.3 If a provision of the General Terms and Conditions is null and void or annulled under applicable law or the principles of reasonableness and fairness, we will apply a replacement provision that is legally permissible and reflects, as closely as possible, the purpose and effect of the original provision of the General Terms and Conditions.

3. SUBSCRIPTION

- 3.1 By clicking “Confirm and Pay”, you are requesting that we enter into a Subscription with you.
- 3.2 We reserve the right not to enter into a Subscription with you, for example because you do not meet the conditions or fail our verification checks.
- 3.3 The Subscription is concluding when we send you the confirmation email.
- 3.4 A Subscription is entered into for an indefinite period and can be terminated on a monthly basis. For termination of the Subscription, please refer to the provisions in article 9 of the General Terms and Conditions.
- 3.5 You can only take out a Subscription if you provide a delivery address located in a Service Country.
- 3.6 You can only create an Account and take out a Subscription if you are 18 years of age or older.
- 3.7 An Account and a Subscription are not intended for commercial use.

4. ACCOUNT

- 4.1 You can manage your Subscription(s) in your Account. You can add Subscriptions to your Account yourself.
- 4.2 You are responsible for all activities that take place through your Account.
- 4.3 You are responsible for keeping your Account information up to date, entering it correctly, and updating it in a timely manner when necessary, such as in the event of a move.
- 4.4 We may temporarily block or terminate your Account to protect you, ON THAT ASS or our partners from identity theft or other fraudulent activities. In that case, the Subscriptions associated with the Account will also be automatically and simultaneously temporarily blocked or terminated. In the event of blocking, we

may suspend our delivery obligations for the duration of the blocking period. If we proceed with termination and you have already paid for a Product that has not yet been delivered, we will either deliver the Product or refund the amount received.

5. FREE MEMBER PRODUCT

- 5.1 If you create a new Account with a unique bank account number, email address and residential address and take out your first Subscription in a particular category, you will receive a one-off Free Member Product from us as part of your Subscription, subject to the terms and conditions in effect at that time.
- 5.2 If you take out your first Subscription for a new category in your Account, you will also receive a one-off Free Member Product for that Subscription in that new category. You will receive this Free Member Product within 7 Business Days after your Subscription is established.
- 5.3 An exception to the provisions of articles 5.1 and 5.2 of the General Terms and Conditions applies to a Subscription in category (iii) undershirts. If you take out a Subscription for category (iii) undershirts, you will not receive a Free Member Product.
- 5.4 If you add a second or subsequent Subscription in the same category to your Account, you will no longer receive a Free Member Product. This also applies if you reactivate a Subscription in the same category after it has been terminated. The Free Member Product is limited to one per category.

6. SUBSCRIPTION FEES

- 6.1 The Subscription Fees are stated in GBP and include VAT.
- 6.2 We offer different types of Subscriptions. The price of the Subscription varies depending on the Subscription you choose.
- 6.3 We are entitled to index the Subscription Fees once per calendar year based on the CPI. Should we refrain from exercising this entitlement during one or more calendar years, we may nevertheless apply the indexation not applied in a calendar year in a subsequent period, cumulated with the CPI index of that year.
- 6.4 We are also entitled to increase the Subscription Fees by up to 7.5% once per calendar year to offset cost increases that exceed inflation and to ensure that the Subscription Fees reflect increases in the value appreciation of our Member Products.
- 6.5 We will notify you at least 30 days prior to the effective date of the indexation (as mentioned in article 6.3) and/or price increase (as mentioned in article 6.4).

6.6 If an indexation to the Subscription Fees (as mentioned in article 6.3) constitute an increase thereof and occurs within three months of the Subscription's commencement, you are entitled to terminate the Subscription per the date on which the increase takes effect. This special termination right does not exist if the indexation takes place later than three months of the Subscription's commencement

6.7 In the event of a price increase (as mentioned in article 6.4), you are entitled to terminate your Subscriptions for which we are increasing the price as of the date the price increase takes effect.

7. PAYMENT OF SUBSCRIPTION FEES

7.1 Payment is made via the method selected when entering into the Subscription.

7.2 Depending on the payment method selected, you must make a verification payment when creating your Account.

7.3 When paying by direct debit or another form of automatic payment, the Subscription Fees will be debited via the payment method you entered in your Account.

7.4 Prior to the first automatic payment, we will send you an email indicating the payment schedule used for the monthly debits (of Subscription Fees). If the debit fails, you are in default and will receive payment reminders from us at the email address registered in your Account. In that case, you can pay via the payment link in the email or through your Account. You will have an additional 14 days to pay.

7.5 If you have not paid the Subscription Fees in full even after the 14-day period specified in paragraph 4 of this article has expired, we may charge you additional fees and interest, effective from the date on which the original payment deadline expired. We may also, after issuing a notice of default as required by law, suspend and/or terminate the Subscription. If you still fail to pay, we may take legal collection measures. You will be responsible for the costs of these measures.

7.6 Any objections to (the amount of) a charged fee may be submitted to Customer Service no later than 30 days after the invoice date. After this 30-day period, you are deemed to have agreed to (the amount of) the charged fee.

7.7 If you have opted for prepayment, we will only proceed with the delivery of a Member Product once we have received payment for it (the Subscription Fees). Until we have received payment, we will suspend our delivery obligation.

8. DELIVERY

- 8.1 If you have chosen to pay in advance, delivery of a Member Product will take place in the second half of the following calendar month.
- 8.2 Do you have multiple Subscriptions? The Member Products will be shipped independently of one another, so it is possible that you will not receive the various Member Products at the same time.
- 8.3 Delivery of the Member Product will take place at the address associated with the Subscription. Delivery of the Loyalty Product will take place at the address provided when placing the order for the Loyalty Product.
- 8.4 The delivery dates communicated by us are indicative only and time shall not be of the essence.

9. TERMINATION OF SUBSCRIPTION

- 9.1 You can terminate one or more of your Subscriptions at any time in your Account. There are no costs associated with terminating your Subscription.
- 9.2 If you manage multiple Subscriptions in a single Account and wish to terminate all of them, you must terminate each Subscription separately.
- 9.3 We apply a one-month notice period. This means that after termination, we will always charge at least one Subscription Fee and deliver at least one Member Product.
- 9.4 The date of termination is the date on which we receive the termination.
- 9.5 If your Account shows the status 'inactive' or 'soon to be inactive', your termination has been processed correctly.
- 9.6 In the event of termination, we will inform you in writing or electronically of the receipt of the termination and the date on which the Subscription will be terminated.
- 9.7 If a Subscriber dies, each of their heirs has the right to terminate that Member's Subscriptions with immediate effect and free of charge by giving notice in writing, by telephone or electronically.
- 9.8 If you withdraw from, cancel or terminate all your Subscriptions, the Account will remain in existence. You can log in here at any time to view your details and reactivate a Subscription.

10. PAUSE SUBSCRIPTION

- 10.1 You can pause one or more Subscriptions in your Account for the maximum period specified there.

- 10.2 If you manage multiple Subscriptions in a single Account and want to pause all of them, you must pause each Subscription separately.
- 10.3 After successfully pausing a Subscription, you will receive a confirmation email from us with all the information regarding your pause. You can cancel the pause at any time.
- 10.4 After your chosen pause period has expired, the Subscription will automatically resume.
- 10.5 When you pause your Subscription, we apply a one-month processing period. This means that at least one payment and at least one delivery of a Member Product will still take place.

11. SUBSCRIPTION RIGHT OF WITHDRAWAL

- 11.1 You have the right to withdraw from a Subscription free of charge and without reason within the Subscription Cooling-off Period. The Subscription Cooling-off Period begins the day after you receive your first Member Product.
- 11.2 To exercise your right to withdraw from the Subscription, you may notify us of your decision to withdraw from the Subscription (the agreement) by means of an unambiguous statement (for example, in writing, by email, or by mail). You may also use the model withdrawal form set out in Appendix 1. You can also exercise the Subscription Right of Withdrawal online at <https://onthatass.com/en-gb/>. If you use this online feature, we will immediately send you a confirmation of receipt on a durable medium (e.g., by email), stating the content and the date and time of submission.
- 11.3 During the Subscription Cooling-off Period, you must handle the Member Product and the packaging provided with care. You may only unpack and use the Member Product to the extent necessary to determine the nature, characteristics, and functioning of the Member Product. The basic principle here is that you may only handle and inspect the Member Product as you would in a shop.
- 11.4 You are only liable for any loss in value of the Member Product resulting from handling the Member Product in a manner that exceeds what is permitted, as described in paragraph 3 of this article.
- 11.5 You must return the Member Product you ordered as soon as possible, but in any case within 14 days of the day you notified us that you are withdrawing from the Subscription. When returning the Member Product, you must return it with all accessories provided, unworn, and, if reasonably possible, in its original condition and packaging. You are considered to have met the deadline if you return the Member Product before the 14-day period has expired.

- 11.6 You are responsible for the costs of returning the Member Product.
- 11.7 If you withdraw from the Subscription, you will receive a refund of any payments you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a delivery method other than the cheapest standard delivery we offer) without delay and in any case no later than 14 days after we have been notified of your decision to withdraw from the Subscription. We will refund you using the same payment method you used for the original transaction, unless you have expressly agreed otherwise. In any case, we will not charge you any fees for such a refund.
- 11.8 We may delay the refund until we have received the Member Product back, or until you have provided proof that you have returned the Member Product, whichever occurs first.
- 11.9 The provisions of paragraphs 3 through 8 of this article do not apply if the Member Product you received is a Free Member Product. You may keep a Free Member Product when exercising your Subscription Right of Withdrawal. This means you do not have to return the Free Member Product to us and may use and test it as you wish. We will, of course, refund the verification payment you made (if any).

12. LOYALTY PROGRAMME

- 12.1 The Loyalty Programme is part of the Subscription. Additional terms and conditions may apply to the Loyalty Programme.
- 12.2 Within the Loyalty Programme, we may make exclusive benefits, promotions, offers, discounts, or other promotional benefits available. The content, availability, validity period, nature of the benefits offered, and conditions for these benefits may vary per Subscriber and Service Country.
- 12.3 To the extent that store credit is offered as part of the Loyalty Programme, the following applies:
- (a) The price of the Loyalty Product is displayed on the Website in the virtual amount of euros representing the online store credit you have saved.
 - (b) Payment for the Loyalty Product is made by redeeming the online store credit you have saved at the time of placing the order.
 - (c) Store credit is virtual currency that can only be used on the Website. Store credit can never be converted into or exchanged for cash or digital currency.
 - (d) The shipping costs for the Loyalty Product you ordered are your responsibility and cannot be paid using the online store credit.

12.4 We may unilaterally modify the Loyalty Programme. This means, among other things, that we may modify or terminate the Loyalty Programme, parts thereof, or promotions within it.

13. LOYALTY PRODUCT RIGHT OF WITHDRAWAL

13.1 You have the right to withdraw from the purchase agreement for a Loyalty Product free of charge and without giving any reason within the Loyalty Product Cooling-off Period. The Loyalty Product Cooling-off Period begins the day after you receive the Loyalty Product. If you have purchased multiple Loyalty Products in a single order, the Loyalty Product Cooling-off Period begins the day after you receive the last Loyalty Product.

13.2 During the Loyalty Product Cooling-off Period, you must handle the Loyalty Product and the packaging provided with care. You may only unpack and use the Loyalty Product to the extent necessary to determine the nature, characteristics, and functioning of the Loyalty Product. The basic principle here is that you may only handle and inspect the Loyalty Product as you would in a shop.

13.3 You are only liable for any depreciation in the value of the Loyalty Product resulting from handling the Loyalty Product in a manner that exceeds what is permitted, as described in paragraph 2 of this article.

13.4 To exercise your Loyalty Product Right of Withdrawal, you may notify us of your decision to withdraw from the agreement by means of an unambiguous statement (e.g., in writing, by email, or by mail). You may also use the model withdrawal form set out in Appendix 1. You can also exercise the Loyalty Product Right of Withdrawal online at <https://onthatass.com/en-gb/>. If you use this online feature, we will immediately send you a confirmation of receipt on a durable medium (e.g., by email), stating the content and the date and time of submission.

13.5 You must return the Loyalty Product you ordered as soon as possible, but in any case within 14 days of the day on which you notified us that you are withdrawing from the agreement. You must return the Loyalty Product with all accessories provided, unworn, and, if reasonably possible, in its original condition and packaging. You are on time if you return the Loyalty Product before the 14-day period has expired.

13.6 You are responsible for the costs of returning the Loyalty Product.

13.7 If you withdraw from your order for a Loyalty Product, you will receive a refund of any payments you have made up to that point, including delivery costs (excluding any additional costs resulting from your choice of a delivery method other than the cheapest standard delivery we offer), without delay and in any case no later than 14

days after we have been notified of your decision to withdraw from the order. We are not required to refund any delivery costs you paid if you ordered multiple Loyalty Products at the same time and withdraw from and return only part of the order. We will refund you using the same payment method you used for the original transaction, unless you have expressly agreed otherwise. In any case, we will not charge you any fees for such a refund.

- 13.8 We may delay the refund until we have received the Loyalty Product back, or until you have provided proof that you have returned the Loyalty Product, whichever occurs first.

14. SUBSCRIBER'S OBLIGATIONS

- 14.1 If you fail to fulfil your obligations, we may, depending on the situation and in accordance with the law, suspend the fulfilment of our obligations and/or terminate the Subscription and/or an agreement regarding a Loyalty Product.

15. CONFORMITY

- 15.1 Our Products comply with the agreement and the specifications stated in the offer.

16. PERSONAL DATA

- 16.1 When processing personal data, we will adhere to the provisions of our privacy statement. This privacy statement can be consulted on the Website.
- 16.2 You guarantee that the personal data you provide is accurate and complete.

17. APPLICABLE LAW

- 17.1 Dutch law applies to all legal relationships between the Subscriber and ON THAT ASS relating to the Subscriptions and the agreements relating to any delivery of Loyalty Products purchased by the Subscriber, as well as to the General Terms and Conditions. This choice for Dutch law may not, however, have the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law of the country where you have your habitual residence.

18. MISCELLANEOUS

- 18.1 We are entitled to transfer our rights and obligations arising from the Subscription to a third party. If we transfer our rights and obligations arising from the Subscription, you have the right to terminate the Subscription as of the date of that transfer.
- 18.2 We are entitled to unilaterally amend the General Terms and Conditions. The amended General Terms and Conditions will apply to every Subscription after the amended General Terms and Conditions have been notified to you (whether or not

by electronic means). If the amendment results in the service you may expect from us differing substantially from what applied before the amendment, you may terminate the Subscription for that reason from the intended effective date of the amendment of the General Terms and Conditions. They also apply to any purchase agreements concluded between the Parties with regard to Loyalty Products after the effective date specified in the new General Terms and Conditions.

01-June-2026

APPENDIX 1

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: ON THAT ASS INTERNATIONAL B.V., also trading under the name ON THAT ASS

P.O Box 2013,
5202 CA 's-Hertogenbosch
The Netherlands

<https://onthatass.com/en-gb/>

I/We* hereby give notice that I/We* withdraw from my/our contract of sale of the following goods: [product description]*,

Ordered on/ Received on* [date of receipt of goods]*

[Name of consumer(s)]*

[Address of Consumer(s)]*

[Signature of consumer(s)] (only if this form is notified on paper)

[Date]

* Delete as appropriate or fill in as applicable.