

TERMS AND CONDITIONS

1. INTRODUCTION

This document (together with all documents mentioned herein) sets forth the terms and conditions governing the use of the website www.bershka.com and its app (hereinafter collectively referred to as the 'Platforms') as well as the purchase of products via both of these (hereinafter referred to as the 'Terms').

Please read these Terms, our Cookies Policy and our Privacy Policy (collectively referred to as the 'Data Protection Policies') carefully before using the Platforms. You must comply with all rules governing the use of the Platforms. To place an order, you must also expressly accept these Terms and read the information provided in our Privacy Policy, thereby becoming bound by them. If you do not agree with the Terms and Data Protection Policies, do not use the Platforms.

If you have any questions related to the Terms or Data Protection Policies, please contact us using our contact form. This contract may be executed, at your discretion, in any of the languages in which the Terms are available on the Platforms.

2. OUR DATA

The sale of items through the Platforms is carried out under the name BERSHKA by Inditex Brasil Ltda, a Brazilian company headquartered at Avenida Doutor Antonio João Abdalla, n. 260, Parte 01, Bloco 2300C, Bairro dos Cristais (Jordanésia), Cajamar/SP, CEP 07776-700, registered under CNPJ No. 02.952.485/0066-94, with telephone 0800 474 336 and email contact_br@bershka.com.

3. YOUR DATA AND YOUR VISITS TO THE PLATFORM

The personal information or data you provide to us will be processed in accordance with our Data Protection Policy. By using this website, you agree to the processing of this information and data and declare that all information or data provided is true and accurate.

In this regard, we would like to inform you that when you log in to your user account via the app (an app developed to work on smartphones, tablets and other mobile devices, available to use the functionalities that BERSHKA provides), your session will remain active, which means that you will not need to enter your credentials again for subsequent logins to your account through the app. If you log in to your user account via the website, you can choose to keep your session active by ticking the corresponding box.

For certain operations and for security reasons, we may, however, ask you to re-enter your credentials.

You can also log out of your account at any time by clicking the 'Log Out' button found in the 'My Account' section.

BERSHKA MMBRS.

If you are a registered user and are acting as a consumer, you may have access to discounts and other exclusive benefits (hereinafter, 'BERSHKA MMBRS') both on our website and our app, as well as in our physical stores throughout Brazil. The terms and conditions applicable to each discount or benefit will be communicated at all times, in accordance with current legislation, and will be applied to the conditions governing each of these discounts or benefits (hereinafter referred to as 'Specific Conditions'), which will

be duly disclosed. In light of this, these Terms will be supplemented by the Specific Conditions for each of these actions.

4. USE OF OUR PLATFORMS

By using our Platforms and placing orders through them, you agree to:

- Use them only for legitimate enquiries or requests.
- Not to place false or fraudulent orders. If we have reasonable grounds to believe that such an order has been placed, we are authorised to cancel it and to inform the relevant authorities.
- Please provide your email address, postal address and/or other contact information truthfully and accurately. We may also use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the necessary information, we will not be able to process your request.

By placing an order using our Platforms, you declare that you are over 18 years of age and have the legal capacity to enter into contracts.

5. SERVICE AVAILABILITY

The items offered through our platforms are only available for shipping within Brazil.

6. HOW TO PLACE AN ORDER

To place an order, follow the online purchase procedure and click 'Authorise Payment'. You will then receive an email confirming receipt of your order ('Order Confirmation'). If you made a purchase as a guest, we will also notify you by email when your order has been shipped ('Shipping Confirmation'). An electronic receipt with your order details will also be attached to the Shipping Confirmation ('Electronic Receipt'). We will also notify you when your order is ready for pickup where applicable.

7. PRODUCT AVAILABILITY

All orders are subject to product availability. If we encounter any difficulty supplying the products, or if an item is out of stock, we will refund any amount you have paid.

8. TECHNICAL MEANS TO CORRECT ERRORS

If you notice any errors in the personal details you entered during registration on our Platforms, you can edit them in the 'My Account' section.

You can in any case correct any errors in the personal details provided during the purchase process by contacting customer service at 0800 474 336 or via email at contact_br@bershka.com, as well as exercise your right to rectification as described in our Privacy Policy.

Our platforms display confirmation windows at various stages of the purchase process, preventing order completion if the data in these sections have not been entered correctly. This website also provides details

of all items added to your shopping trolley during the checkout process, allowing you to edit your order details before making payment.

If you notice any errors in your order after completing the payment process, please contact our customer service department immediately by phone or email at the address mentioned above in order to correct the error.

9. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this site at any time, as well as to remove or modify any material or content present on it. Although we always do our best to process all orders, there may be exceptional circumstances that compel us to refuse to process an order, even after the Order Confirmation has been sent. We reserve the right to do so at any time.

We will not be liable to you or to any third party for the removal of any product from the Platforms, for the withdrawal or modification of any material or content, or for the failure to process an order after the Order Confirmation has been sent.

If your order has been confirmed and we remove any of the selected products and/or withdraw or modify any material or content related to the products, we will notify you of this via email. However, we will refund any amount you have paid if you do not wish to order replacement products or wait for your chosen product to become available again.

We reserve the right to prevent your access to our website and/or one or more of the features we offer, or to delete your account if your conduct constitutes a violation of these terms and conditions and/or any applicable law, or if we have reasonable grounds to believe that you are using our website and/or any of the features we provide to you fraudulently.

The products sold by BERSHKA are intended exclusively for personal consumption and not for resale or commercial purposes. If you purchase BERSHKA products for resale or commercial purposes, we may take appropriate action, including suspending or cancelling your account. We may also limit the quantity of any individual product you purchase, limit the total number of products in a single order, and/or restrict payment methods, within applicable legal limits.

10. DELIVERY

Before finalising your order, you must select the delivery method that best suits your needs. Unless otherwise agreed, we will ship your order, consisting of the products listed in each Shipping Confirmation, without undue delay. In the event of unforeseen circumstances or force majeure preventing delivery of the product within the estimated timeframe, we will make every effort to deliver it as soon as possible.

Certain circumstances arising from product customisation or unforeseen or extraordinary circumstances may affect the delivery date.

Virtual gift cards will be sent on the date you have indicated at the time you placed your order.

Please note that the products included in your order may be shipped from different locations, and may therefore be delivered separately and on different dates.

If we are unable to meet the delivery date for any reason whatsoever, we will notify you and give you the option to proceed with the purchase, set a new delivery date or cancel the order and receive a full refund. Please note that, except in exceptional circumstances, we do not make deliveries on Saturdays or Sundays, with the exception of virtual gift cards, which will be delivered on the specified date.

For the purposes of these Terms and Conditions, the 'delivery' or 'delivered' status is deemed to have occurred when you or a third party designated by you has taken physical possession of the products, which will be evidenced by a signature or confirmation upon receipt of the order at the agreed delivery address.

Virtual gift cards are deemed to be delivered in accordance with the Gift Card Terms of Use and, in any case, on the date they are sent to the email address you provided.

11. INABILITY TO DELIVER

If we are unable to deliver your order, we will try to find a safe place to leave it. If we cannot find a safe location, your order will be returned to our warehouse. If you are not at the delivery address at the agreed time, please contact us to reschedule the delivery for another day.

If, after 15 calendar days from the date your order becomes available for delivery, the order has not been delivered for reasons beyond our control, we will deem that you wish to cancel the contract and will deem it cancelled.

This clause does not apply to virtual gift cards, the delivery of which will be governed by the Gift Card Terms of Use and by the provisions of Clause 9 above.

12. TRANSFER OF RISK AND OWNERSHIP

The risk of loss or damage to the products passes to you upon delivery.

Ownership of the products will be transferred to you upon receipt of full payment of all amounts due, including shipping costs and any payments made at the time of purchase.

13. PRICE AND PAYMENT

The prices shown on the Platforms include taxes, but exclude shipping costs, which will be added to the total amount due, as explained in our Shopping Guide - Shipping.

Prices are subject to change at any time. However, such changes will not affect orders for which an Order Confirmation has already been sent. After selecting all the items you wish to purchase, they will be added to your trolley. The next step will consist of processing the order and making the payment.

In order to do this, you must follow the steps in the purchase process, and fill out or verify the information requested at each stage. During the purchase process, you can also edit your order details before making the payment. A detailed description of the purchasing process is available in the Shopping Guide. If you are a registered user, you can also view the details of all your orders under the 'My Account' section.

You can use the payment methods indicated in the Shopping Guide. You can also pay for all or part of your purchase with a gift card, credit card, or voucher issued by BERSHKA.

If placing an order through one of the electronic terminals available in certain BERSHKA stores within Brazil, some of them also allow you to pay using any of the payment methods offered in said stores.

Your credit card information will be encrypted in order to minimise the risk of unauthorised access.

By clicking 'Authorise Payment', you confirm that the credit card belongs to you or that you are the legitimate holder of the gift card or store credit.

If you are using Pix as the payment method, you must scan the QR code or copy the code provided to complete the payment. After making the payment, you must complete the order to confirm it.

Credit cards are subject to verification and authorisation by the issuing bank. If the bank does not authorise the payment, we will not be liable for any delay or non-delivery and we will not be able to enter into a contract with you.

Since Bershka.com may offer products that are not available in physical stores, there may be a price difference between the products offered on the website and those offered in physical stores. Furthermore, promotional prices and offers on the website are exclusive to online purchases and are not linked to any specific store.

14. PURCHASING AS A GUEST

Our website also allows purchasing as a guest. In this mode, you will only need to provide the information necessary to process your order. After completing your purchase, you will have the option to register as a user or to continue as a guest.

15. QUICK CHECKOUT

The Quick Checkout feature (hereinafter referred to as 'Quick Checkout') simplifies the purchasing process on this website. There is no need to enter your shipping, billing and payment information for each purchase. Quick Checkout is available in the 'Shopping Trolley' section.

Your credit card details must be saved in order to use the Quick Checkout feature. You can do this when making a payment with any of the cards accepted by this website, by clicking on the 'Save my card details' option. This will save the following card details: card number, cardholder name as printed on the card, and card expiry date.

To save your card information and use Quick Checkout, you must accept the applicable Terms and Conditions and Data Protection Policy.

By accepting the use of Quick Checkout, you authorise purchases made through this feature to be charged to the associated card. In all cases, the use of the card will be governed by the terms and conditions agreed between you and the card issuer.

You can save relevant data for as many cards as you want for the Quick Checkout feature. You need to make at least one payment with one of said cards to do this. If you save the details for more than one card, the most recently saved one will be considered your 'Favourite Card' and will be used by default for Quick Checkout payments. However, you can change your Favourite Card in the My Account section of this website.

The provisions of this clause do not apply if you purchase items as a guest.

16. RETURN POLICY

15.1 Right of Withdrawal

As a consumer, you have the right to cancel your order within 7 (seven) days, without giving a reason.

The deadline for withdrawing from the contract expires 7 (seven) days after delivery of the goods or after physical possession is received by a third party designated by you other than the carrier. If multiple items in the same order are delivered separately, the period for withdrawing from the contract expires 7 (seven) days after you or a third party indicated by you other than the carrier receives the last item of the order.

To exercise your right of withdrawal, you must notify us via our chat or by calling 0800 474 336.

To meet the withdrawal deadline, simply send your request to exercise the right of withdrawal before the deadline expires to contact_br@bershka.com.

Effects of withdrawal

If you change your mind, we will refund all payments received, including the original shipping costs, except for any additional costs resulting from your choice of a delivery method other than our cheapest standard delivery option, without undue delay.

We will process this refund using the same payment method used for the initial transaction. You will not incur any costs as a result of the refund. However, we may withhold reimbursement until we have received the returned items or until you provide proof that you have sent them back, whichever occurs first.

15.2 Returns and Issuance of Bershka Credit Vouchers

In addition to the legal grounds stipulated in the Consumer Protection Code and mentioned in Article 16.1, we may, at our sole discretion and in order to ensure customer satisfaction, accept and authorise returns of our products and issue a Bershka Credit Voucher, provided that the following requirements are met:

- i. Product returns after the 7-day return period will be processed within a maximum period of thirty (30) days from the Delivery Confirmation date, upon presentation of (i) proof of payment, (ii) the electronic invoice (NFC-e) and/or Electronic System for Authentication and Transmission of Tax Receipts (SFE-SAT), and provided that the item has not been used.
- ii. We only authorise the return of products the inner label of which is still attached.
- iii. We do not accept products without proof of payment.
- iv. Underwear and swimwear – whether or not they still contain the hygienic adhesive – are not eligible for return.
- v. We do not accept earrings, socks or accessories without the original packaging, nor perfumes without the original sealed packaging.
- vi. We do not accept products that have been repaired at the customer's request.
- vii. After receiving the returned products, the refund will be issued in the form of a Credit Voucher for the value of the returned items.

To request a refund after the statutory withdrawal period described in Section 15.1 and to receive a Credit Voucher, you must return or deliver the products to any Bershka store within Brazil without undue delay and, in any case, within 30 days of the delivery confirmation email.

We reserve the right to refuse returns if any of the above requirements are not met, or if the product has been used, whether for personal use (customer use) or for advertising campaigns, productions and the like.

The objective of this Policy is customer satisfaction; therefore, products purchased for use in photographic campaigns, advertising and similar purposes will not be accepted. In such cases, if you wish, you may contact our Production Service through our Communications Department, which handles specific requests for partial loans for fashion editorials in magazines.

The option to return products must not be confused with the right of withdrawal. Where a customer chooses to return a product, a Credit Voucher valid for 6 months will be issued, the balance of which will be equivalent to the value/price of the returned product, after all the requirements mentioned above have been met.

Products cannot be exchanged for other products. In the event of a return, only a Credit Voucher may be issued.

This policy is an additional benefit that does not affect the statutory guarantees or other rights granted to consumers by Brazilian law.

15.3 General Provisions

You will not have the right to withdraw from the Contract for the supply of any of the following products:

- Customised items.
- Music CDs/DVDs without the original packaging.
- Products that were sealed for hygiene reasons, and opened after delivery.

Your right of withdrawal applies exclusively to products returned in the same condition in which they were received. No refund will be given if the product has been used beyond simply opening the shipping packaging, if it is not in the same condition as when it was delivered, or if it is damaged. You must therefore take care of the product(s) while it is/they are in your possession. You can make returns at any BERSHKA store within Brazil, at any of the designated collection points, or request a return through our website via a delivery service arranged by us, according to the terms described below.

Returns at BERSHKA stores

You can return products at any of our BERSHKA stores within Brazil. In order to do this, you must visit one of said stores and present the electronic receipt you received with the Delivery Confirmation, which is also saved in your account on the Platforms, along with the item. You can present the electronic voucher either by showing it digitally on your mobile device, or by bringing a printed copy to the store. This option will not incur any additional cost to you.

Returns at designated collection points within Brazil

You can return products to any of our designated collection points in Brazil. In order to do this, you must request the return using the 'Delivery Point' method in the section mentioned earlier, and we will send you a return label by email. You must attach this label to the packaging and hand it over to the selected collection point. You must follow the instructions provided in the 'Orders and Returns' section of 'My Account' on the website, 'My Returns' in the app, or in the email itself. If you made the purchase as a guest, you can request a return of the products to one of the designated collection points within Brazil using the link sent with your Order Confirmation.

After the necessary checks, you will receive an email containing the label that must be affixed to the package before returning in to one of the collection points mentioned. Provided the return is made to the selected collection point within 30 calendar days of the Delivery Confirmation, we will cover the cost of the first shipment of said order. For each subsequent shipment (for example, in the case of a later return of other items from the same order), you will be responsible for the direct cost of the return, which will be deducted from the total refund amount.

Returns via courier arranged by us

You must contact us using our return request form in order for us to arrange for collection from your address. If you no longer have the original shipping packaging, you may return the item(s) in any other packaging, provided the items are properly secured, following the instructions provided in the 'RETURNS' section of this website. If you made the purchase as a guest, you can request a return by mail using the link sent with your Order Confirmation. After the necessary checks, you will receive an email with a shipping label, which you must affix to your package. You will be responsible for the direct cost of this method, which will be deducted from your refund.

If you do not wish to return the products using any of the options available through the Platforms, you will be responsible for the return shipping costs. If you choose to arrange for the return shipment yourself, remember to include a printed copy of the electronic receipt you received with your Delivery Confirmation. Please note that if you choose to return the items with postage due, we are authorised to charge you for any expenses we may incur.

After we have examined the product, we will inform you if you are entitled to a refund. Shipping costs will only be refunded if the right of withdrawal is exercised within the legal timeframe and all items included in the order are returned. The refund will be processed as quickly as possible. However, we may withhold the refund until we receive the goods or until you provide us with proof of return, whichever comes first. Refunds will always be issued to the same payment method used for the purchase, except when a gift receipt is presented for the return. In this case, the refund will be issued as a gift card or store credit.

You will bear the costs and risks of returning the products, as described above. If you have any questions, please contact us using the contact form or by calling 0800 474 336.

15.4 Return of Defective Products

If you believe that the delivered product does not comply with the contract, please contact us immediately via our chat, providing details of the product and of the damage, or call 0800 474 336, where we will advise you on the next steps. You can return the product to any of our BERSHKA stores within Brazil, to one of our designated collection points, through a delivery service arranged by us, or by sending it to us. We will carefully examine the returned product and notify you by email within a reasonable timeframe regarding the applicability of a refund or replacement. The refund or replacement will be processed as soon as possible.

The total amount paid for any product returned due to a defect or flaw, where such defect or fault actually exists will be refunded, including the original shipping costs and the return shipping costs. The refund will be issued to the same payment method used for the original purchase. Your statutory rights remain unaffected.

17. WARRANTIES

If you are purchasing as a consumer, you are entitled to free corrective measures in the event of product nonconformity. We offer warranties for products sold via the Platforms, under the legally established terms for each type of product, and are therefore responsible for any nonconformity that may arise within the legally established timeframes.

Products are considered compliant with the contract provided that (i) they match the description provided by us and have the qualities presented on the Platforms, (ii) they are suitable for the purposes for which products of the same type are normally used, and (iii) they exhibit the quality and performance typical of goods of the same type and reasonably expected by the customer.

In this regard, if any of the products do not conform to the contract, you must notify us by following the procedure detailed in section 15.4 above and through any of the communication channels made available for this purpose.

The products we sell, especially the handcrafted items, often exhibit characteristics inherent to the natural materials used in their manufacture. These characteristics, such as variations in grain size, texture, knots and colour, are not considered defects or flaws. On the contrary, their presence should be expected and appreciated. We select only the highest quality products, but these natural characteristics are unavoidable and should be accepted as part of the product's unique appearance.

Our commercial guarantee does not affect your statutory rights.

18. LIABILITY AND EXCLUSION OF LIABILITY

Unless expressly stated otherwise in these Terms, our liability with respect to any product purchased on our Platforms is strictly limited to the purchase price of that product.

However, unless otherwise provided by law, we will not be liable for the following losses, regardless of their origin:

- Loss of revenue or sales;
- Loss of business;
- Loss of contracts;
- Loss of projected savings;
- Loss of data; and
- Waste of management time or working hours

Due to the open nature of the Platforms and the possibility of errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of information transmitted or obtained through said Platforms, unless expressly stated otherwise.

To the extent permitted by law, we exclude all warranties except those that cannot be legally excluded with respect to consumers and users.

19. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks and other intellectual property rights relating to the materials or content provided as part of the Platforms belong to us or our licensors at all times. You may only use this material as expressly authorised by us or our licensors. This does not prevent you from using these Platforms to the extent necessary to copy information about your order or contact details.

Reproduction, copying or distribution of all or part of the content is prohibited without our express authorisation. Under no circumstances will the user's access to and navigation of the Platforms be interpreted as a waiver, transfer, licence or assignment, in whole or in part, of these rights on our part. Furthermore, it is prohibited to modify, copy, reuse, exploit, reproduce, publicly communicate, transmit, use, process or distribute in any way whatsoever all or part of the content and elements of the site for public or commercial purposes without our express written authorisation.

20. VIRUSES, HACKING AND OTHER CYBERATTACKS

You must not misuse the Platforms by knowingly introducing viruses, Trojan horses, worms, logic bombs, or any other technologically harmful or damaging programs or material. You must not attempt to gain unauthorised access to the Platforms, the server on which they are hosted, or to any server, computer, or database connected to our Platforms. You agree not to attack the Platforms through a denial-of-service (DoS) attack or a distributed denial-of-service (DDoS) attack. Violation of this clause may result in criminal penalties under applicable law. We will report any such violation to the appropriate authorities and cooperate with them to identify the attacker. Furthermore, in the event of a violation of this clause, your authorisation to use the Platforms will be immediately terminated. We will not be liable for any damages or losses resulting from a denial-of-service attack, virus, or any other technologically harmful or damaging program or material that may affect your computer, IT equipment, data or materials as a result of using these Platforms or downloading content from or redirecting to them.

21. LINKS TO OUR PLATFORMS

If the Platforms contain links to other websites and third-party materials, these links are provided for informational purposes only, and we have no control over the content of said websites or materials. We are therefore not responsible for any damages or losses arising from their use.

22. WRITTEN COMMUNICATIONS

Applicable regulations require that some of the information or communications we send you be made in writing. By using the Platforms, you agree that most of our communication with you will be electronic. We will contact you by email or provide information by posting notices on the Platforms. For contractual purposes, you consent to the use of this electronic means of communication and acknowledge that all contracts, notices, information and other communications that we send to you electronically satisfy the legal requirement that such communications be made in writing. This condition does not affect your statutory rights.

23. NOTIFICATIONS

Notifications that you send us must preferably be sent via our Customer Service channels. In accordance with these Terms, and unless otherwise stipulated, we may send you communications by email or to the address you provided when placing your Order. Notifications will be considered received and duly delivered at the time they are published on our Platforms, 24 hours after an email is sent, or three days after the date any letter is posted. To prove that a notification was delivered, it will be sufficient to prove, in the case of a letter, that it was correctly addressed, properly sealed, and properly deposited in the post office or in a mailbox, and, in the case of an email, that it was sent to the email address specified by the recipient.

24. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

This contract is binding on you and us, as well as on our respective successors, assigns and legal representatives. You may not assign, transfer, encumber or otherwise dispose of this contract or any of your rights or obligations arising from it, without our prior written consent. We may assign, transfer, encumber, subcontract or otherwise dispose of this contract or any of our rights or obligations arising from it at any time during its term. For the avoidance of doubt, such assignment, transfer, encumbrance or other disposition will not affect your statutory rights as a consumer, nor will it nullify, reduce or otherwise limit any express or implied warranties we may have granted you.

25. EVENTS BEYOND OUR CONTROL

We are not deemed liable for any failure or delay in the performance of our obligations when such failure or delay is due to events beyond our reasonable control ('Force Majeure Events'). Force Majeure Events include any act, event, non-occurrence, omission or accident beyond our reasonable control, including but not limited to the following:

- Strikes, blockades or other industrial actions.
- Civil unrest, riots, invasions, terrorist attacks or threats of terrorist attacks, war (declared or undeclared) or threats or preparations for war.
- Fires, explosions, storms, floods, earthquakes, landslides, epidemics or any other natural disaster.
- Impossibility of using trains, ships, aircraft, road transport or other means of public or private transport.
- Inability to use public or private telecommunications systems.
- Acts, decrees, legislation, regulations or restrictions of any government or public authority.
- Strikes, failures or accidents affecting maritime, river, postal or any other form of transport.

Our obligations will be suspended for the duration of the Force Majeure Event, and we will be granted an extension of the deadline for fulfilling these obligations for a period equal to the duration of the Force Majeure Event. We will make every reasonable effort to bring the Force Majeure Event to an end or to find a solution allowing us to fulfil our obligations despite the Force Majeure Event.

26. RESIGNATION

Our failure to enforce the strict performance of any of your contractual obligations or of these Terms, or our failure to exercise any rights or remedies available under such contract or under these Terms, shall not constitute a waiver or limitation of such rights or remedies, nor shall it release you from your obligations. No waiver by us of any specific right or remedy may in any case constitute a waiver of any other rights or remedies arising from a contract or from these Terms. No waiver by us of any of these Terms or of any rights or remedies arising from a contract will be deemed valid unless expressly stated as such, made in writing and communicated to you in accordance with the Notices section above.

27. PARTIAL NULLITY

If any of these Terms or any contractual provision is declared null and void by the final decision of a competent authority, the remaining General Conditions remain in full force and effect, unaffected by said declaration of nullity.

28. COMPLETE AGREEMENT

These Terms and any documents expressly mentioned herein constitute the entire agreement between you and us with respect to the subject matter hereof and supersede all prior agreements, understandings or promises between you and us, whether oral or written. You and we acknowledge that we are entering into this contract without relying on any representation or promise made by the other party or that could be inferred from any written statement or document in negotiations between us prior to the execution of this contract, except as expressly stated in these Terms. Neither you nor we will have any right of recourse against any inaccurate statement made by the other party, whether oral or written, prior to the date of this contract (unless such inaccurate statement was made fraudulently), and the other party's only remedy will be for breach of contract as provided in these Terms.

29. OUR RIGHT TO MODIFY THESE TERMS

We reserve the right to modify these Terms. These changes will not be retroactive.

If you do not agree with the changes, we recommend that you do not use our Platforms.

30. APPLICABLE LAW AND JURISDICTION

The use of our Platforms and the purchase contracts for products concluded through them are governed by Brazilian law. Any dispute arising out of or relating to the use of the Platforms or such contracts are subject to the non-exclusive jurisdiction of the Brazilian courts. If you are contracting as a consumer, nothing in this clause will affect your legal rights as a consumer.

31. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are welcome. Send them to us, along with any questions, complaints or claims, via our chat service. We also provide official complaint forms for consumers and users.

These may be requested by calling 0800 474 336 or through our chat service. The complaints and claims you submit to our customer service department will be dealt with as quickly as possible and, in any case, within a maximum of one month. They will also be registered and associated to an identification code, which we will provide to you in order to allow you to track the progress of the process.

If, as a consumer, you believe that your rights have been violated, you may send your complaint to contact_br@bershka.com to request an out-of-court dispute resolution.

Last updated: 03/03/2026

TERMS AND CONDITIONS OF THE BERSHKA APP AND ITS FEATURES

These Terms and Conditions (hereinafter referred to as the 'Conditions') specifically and additionally govern, alongside the Terms of Use and Purchase of www.bershka.com, access to and use of the services available on the BERSHKA brand app (the 'App'), as well as its various features, all of which are accessible through the app, including some of them accessible separately via other platforms (the 'Features').

The Features include: (i) the possibility of purchasing products using the App, which is considered an online purchase and, therefore, subject to the Terms of Use and Purchase of www.bershka.com; (ii) the possibility of managing payments for purchases (hereinafter referred to as the 'Wallet') made in BERSHKA physical stores (hereinafter referred to as the 'Physical Store' or 'Physical Stores', depending on the reference); (iii) the management of receipts for purchases made in BERSHKA online stores (hereinafter referred to as 'Online Store') and, when requested, receipts for purchases made in Physical Stores, both operated in Brazil by Inditex Brasil Ltda, its registered office at Avenida Doutor Antonio João Abdalla, n. 260, Parte 01, Bloco 2300C, Bairro dos Cristais (Jordanésia), Cajamar/SP, CEP 07776-700 (hereinafter referred to as the 'Company'); (iv) the possibility of obtaining an electronic receipt or electronic proof of purchase ('Electronic Receipt'), by selecting the 'Electronic Receipt' option in the App and presenting the QR identification code ('QR ID') at BERSHKA Physical Stores; (v) as well as the possibility of using the Camera Kit available in the App, through which the user can simulate the use of available products with virtual accessories ('**Camera Kit**') under the terms described below.

You can choose to receive an Electronic Receipt instead of a printed receipt for each transaction made.

1. GENERAL DESCRIPTION OF FEATURES

1.1. Purchasing products at www.bershka.com through the app

The app allows customers to purchase products on the website www.bershka.com. It is therefore deemed to be an online purchase and is subject to the Terms of Use and Purchase of the website www.bershka.com, which must be accepted at the time of purchase.

1.2. The Wallet Feature

By using the Wallet feature, you will be able to:

i. **Access electronic receipts for purchases** made in physical stores when you initiate payment with the Wallet, or have requested or generated them as described in Sections 1.4 and 1.5. You will also have access to electronic receipts from the online store.

ii. **Payment card and gift card management:** This allows you to add the cards that will be used to make payments initiated with the Wallet in physical stores. If you already have cards saved through the quick online purchase option, they will be automatically available to facilitate activation as payment cards using the Wallet.

By adding new card details, you authorise us to verify the validity of your card and any Gift Card the details of which you wish to store. This includes the option to charge your card through our secure micropayment system.

Where applicable, the value of this micropayment will be refunded within one month from the transaction date. In addition to managing the cards themselves, depending on the security mechanisms enabled on the device running the application, Wallet may require you to create an associated password.

iii. Initiating payments via the Wallet: To manage payments with the Wallet in enabled physical stores, you must follow the instructions provided by the respective store's staff.

In any case, please note that to initiate payment via the Wallet, you must present the QR Code generated by the app so that it can be checked by staff and read by the technical equipment available at the checkout in the physical store.

Depending on the security mechanisms enabled on the device on which the application is running, the Wallet may request your Wallet Password to generate the QR Code that allows you to process the payment.

The items will be delivered when you authorise the start of the payment process by presenting the QR Code to the store staff and allowing the code to be read by the technical equipment available at the physical store's checkout.

Purchases initiated through the Wallet will be governed by the terms and conditions of the respective physical store. Therefore, any complaints related to the contract between you and the respective physical store must be directed to Inditex Brasil Ltda by calling 0800 474 336. The Wallet is a free service.

However, your card issuer may charge fees for payments made with your card. Consult the terms of your card issuer's contract for more information. Additionally, your telecommunications provider may charge you for using the telecommunications network through which you access Wallet.

Refer to the terms of your contract with your service provider for more information. The Wallet may only be used to make payments at designated establishments. Using the Wallet for any other purpose is strictly prohibited.

We therefore reserve the right to remove you as a user and, to that end, to cancel your account and hold liable any user who makes improper or fraudulent use of the Wallet or violates the rules and procedures contained in these Wallet Terms and Conditions and/or other legal texts applicable to the Wallet, the Application and/or the Service.

1.3. Personal identification as a BERSHKA user, showing the QR ID code.

QR codes are used to identify customers within the physical store, in order to simplify the process and to provide a better shopping experience. The QR codes also allow users to participate in promotional activities and obtain other benefits, always subject to applicable terms and conditions.

1.4. Obtaining an Electronic Receipt for Purchases in Physical Stores

If you are a registered user but do not wish to register a payment card (as required by the Wallet feature), a unique QR Code, here referred to as the QR ID, will automatically appear in the app. This QR ID, which can also be accessed through platforms other than the app, can be used, among other functions, to request and receive electronic receipts and payment confirmations within the app. To use this feature, you must enable the 'Electronic Receipt' option in the app and display the QR ID. The receipt will then be automatically sent to the app.

From this point forward, you may make exchanges or returns in physical stores using this receipt, subject to applicable terms and conditions, BERSHKA's commercial policy, and all applicable laws.

In such case, you will not receive a printed receipt. **It is therefore essential that you understand that by using this QR Code and activating the corresponding option, you are expressly requesting the**

issuance of an electronic receipt or proof of purchase in digital format, thus waiving your right to receive a printed copy.

In any case, the rules governing electronic receipts or any other applicable rules to which these Terms and Conditions are subject will always prevail.

If you decide to cancel your subscription as a user, you can, during the cancellation process, request that all receipts stored in the application be sent to the email address you provide for this purpose.

1.5. Scanning the receipts:

You can generate a digital copy from a paper receipt by scanning the QR code printed on it. With this receipt, you can make returns at physical stores, subject to the terms and conditions in effect, in accordance with BERSHKA's commercial policy and, in all cases, in compliance with current legislation.

1.6. Camera Kit:

The Camera Kit feature available in the app is a technology provided by Snapchat, allowing users to simulate using products with virtual accessories using the camera, taking photos or recording videos. These photos or videos can only be stored in the user's device gallery or shared directly by the user on connected social media platforms that support this feature.

BERSHKA does not guarantee that the results obtained will in any way meet the user's needs, nor any intended purpose or objective. It also does not guarantee the quality of the results or any exclusivity in relation to the virtual accessories.

As a user, you guarantee that: (i) you hold all economic and moral rights to the photograph or video, releasing BERSHKA from any legal liability related to the authorship and intellectual property of said content, and (ii) that said photograph (a) will not infringe the rights (including, by way of example, intellectual property rights, industrial property rights, the right to one's own image or personal privacy, or any other rights) or interests of third parties, nor any applicable rule or regulation (international, Brazilian or otherwise) and (b) will not reproduce the image of persons other than yourself, nor include any element that may be considered offensive or discriminatory (whether on grounds of race, religion, gender, sexual orientation, political or trade union affiliation), illegal, threatening, libellous, defamatory, obscene, pornographic or indecent, or otherwise inappropriate.

2. AVAILABILITY OF APPLICATION SERVICES AND FEATURES

While always respecting applicable legislation, we reserve the right, at any time, at our sole discretion and without prior notice, whether generally or specifically for one or more users, to modify, suspend or remove the availability or accessibility of the Application or any of its Features, as well as to modify, suspend or remove, under the same terms, the availability of the Application and/or all or part of its Features.

3. LIABILITY

Except where prohibited by law, we are not liable for any damages you may suffer while using the Application/its various Features.

You agree to use the Application/Features only for their intended purpose and therefore not to use them improperly or fraudulently. You will be liable to the Company or to third parties for any damages that may arise from the misuse of the Application/Features.

You will be held liable in the following cases:

- When, if applicable, your equipment or terminals associated with the Application, SIM cards, email addresses and/or any Passwords are used by third parties authorised by you without our knowledge.
- When errors or failures occur in the use of the Application/Purposes due to the malfunction of its hardware, software, devices or terminals, or due to the failure to implement the necessary security mechanisms on the device on which the Application/Resources are running.

4. INTELLECTUAL PROPERTY RIGHTS, INDUSTRIAL PROPERTY RIGHTS, AS WELL AS OTHER RIGHTS RELATING TO THE APPLICATION AND ITS FEATURES.

Any elements that are part of or included in the Application/Wallet/other Features are owned or controlled by the Company or by third parties who have authorised their use. All of these elements are hereinafter collectively referred to as 'Property'.

The user agrees not to remove, delete, alter, manipulate or modify the following elements in any way:

- Any notices, captions, indications or symbols that the Company or the legitimate rights holders include in their intellectual or industrial property (such as copyright notices, ©, ® and ™, etc.).
- Any technical protection or identification devices that the Property may contain (such as watermarks, fingerprints, etc.). The user acknowledges that, under these Terms, the Company does not assign or transfer to the user any rights to its Property or to any property of third parties.

The Company authorises the user to access and use the Property only in accordance with the terms set forth in these Conditions.

Users are not authorised to copy, distribute (including via email and the internet), transmit, communicate, modify, alter, transform, assign, or otherwise engage in activities involving the commercial use of the Property, in whole or in part, without the express written consent of the rightful owner of the exploitation rights.

Access to and use of the Property must always be for strictly personal and non-commercial purposes.

The Company reserves all rights to the Property belonging to it, including, but not limited to, all intellectual and industrial property rights it holds therein.

The Company does not grant the user any licence or authorisation to use its Property beyond that expressly detailed in this clause. The Company reserves the right to terminate or modify, at any time and for any reason, the licences granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action against any misuse by users who violate these Terms, where:

- they do not comply with the terms and conditions specified herein;

- they infringe or violate the intellectual and industrial property rights or other similar rights of the Company or any other legitimate owner; or violate any applicable regulations.

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