TERMS AND CONDITIONS

DISCLAIMER AND PURCHASE CONDITIONS FOR THE BERSHKA WEBSITE

1. INTRODUCTION.

Welcome to the BERSKHA.COM website and co-branded versions of the website located at URLs that point to the domain name BERSHKA.COM/WWW (the "Website" or "Site"). As you have no doubt experienced with virtually all websites, your use of this Site is subject to certain terms and conditions of use (these "Terms"). These Terms are set forth below. These Terms are important for both you and us as they create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING AND/OR PLACING AN ORDER FROM THIS WEBSITE. BY USING THIS SITE AND/OR PLACING AN ORDER FROM THIS SITE, YOU ACCEPT THESE TERMS AND OUR PRIVACY POLICY AND AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY, PLEASE DO NOT PLACE AN ORDER FROM THE SITE OR USE THE SITE OR ANY OF THE SERVICES PROVIDED ON THE SITE.

These Terms constitute an agreement between you (hereinafter, "you" or "your") and ITX Canada Ltd., a corporation incorporated under the laws of New Brunswick, Canada with its head office at 1200 McGill College Avenue, Suite 1910, Montreal, Quebec, Canada, doing business as Bershka (hereinafter, "us," "our," "we," or "Bershka"), in relation to your use of the Website, the goods and services offered and sold through the Website, and any orders you place through the Website. Before you place an order, please carefully read these Terms and our Privacy Policy.

If you have any questions about these Terms or our Privacy Policy, you may contact us, by email at contact_ca@bershka.com, or by telephone (833) 397-0804.

2. USE OF OUR WEBSITE

You agree that:

- You may only use the Site to make legitimate inquiries or orders;
- You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities;
- You will provide correct and accurate e-mail, postal and/or other contact details to us and you acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Privacy Policy for more information on how we use your personal information);
- If you do not give us all of the information that we need, we may not be able to complete your order;
- You will not attempt to interfere in any way with the Site's networks or our network security, or attempt to use the Site's service to gain unauthorized access to any other computer system;
- You will not use the Site to communicate, transmit, or post material that infringes on the intellectual property, privacy or publicity right of another person or entity;

- You will not use the Site to engage in conduct that would constitute a civil or criminal offense, or that otherwise violates any city, state, province, national or international law or regulation; and
- By placing an order through the Website, you represent and warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

We may impose rules for, and limits on, use of the Site, or restrict your access to the Site, in whole or in part. We have the right to change these rules and/or limitations at any time, in our sole and absolute discretion.

3. PLACING AN ORDER

No contract in respect of the purchase of a product offered on the Site shall exist between you and us until your order has been accepted by us and we send you the Order Confirmation (defined below). If we do not accept your order and funds have already been deducted from your account, the funds will be fully refunded.

To place an order, you will be required to follow the shopping process online and press the "Authorise Payment" button to submit the order. After this, you will receive an e-mail from us acknowledging that we have received your order (the "Acknowledgement of Receipt"). Please note that this does not mean that your order has been accepted, as your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched (the "Order Confirmation"). We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Order Confirmation.

Our Website allows you to make purchases using the “purchase as a guest” feature. With this purchase method, you will only be asked for the information that is essential for processing your order. Once the purchase process has been completed, you will be given the option to register as a user or to continue as an unregistered user.

4. AVAILABILITY OF PRODUCTS

All orders are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give you information about substitute products of an equal or higher quality and value which you can order. If you do not wish to order such substitute products, you will be refunded any money you have paid in respect thereof.

5. REFUSAL OF ORDER/MODIFICATIONS TO WEBSITE

We reserve the right to withdraw any product from the Website at any time and/or remove or edit any materials or content on the Website at any time. While we will make reasonable efforts to process all orders, there may be exceptional circumstances that may require us to refuse to process an order after we have sent you an Order Confirmation; and we reserve the right to refuse to process an order at any time, at our sole discretion.

We will not be liable to you or any other third party by reason of our withdrawing any product from the Website, whether it has been sold or not, removing or editing any materials or content on the Website or for refusing to process or accept and order after we have sent you the Order Confirmation. In addition, we may also terminate, change, suspend or discontinue any aspect of the Site.

6. DELIVERY

Items offered through this Website are only available for delivery to addresses in Canada. Products shall be delivered by Purolator, Inc. The identity of the shipper will be provided in the Shipment Confirmation.

Unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Order Confirmation by the delivery date set out in the Order Confirmation or, if no estimated delivery date is specified, within thirty (30) days of the date of the Order Confirmation. Reasons for delay could include, among others, customized or special items, unforeseen circumstances or your particular delivery area.

If, for any reason whatsoever, we cannot meet the delivery date, you will be informed thereof and offered a choice of either continuing with the purchase by setting an extended delivery time or cancelling the order with a full refund of the price paid. Please note that we do not deliver on Saturdays and Sundays. How soon you receive the product(s) depends on the shipping method you have chosen.

By placing an order on the Website, you acknowledge that if the nature of the product(s) you order so require, our delivery personnel or a representative of ours may need to enter at the delivery address, with your verbal consent at the time of delivery, to deliver the product(s). If such is the case, we recommend that you move any items at your delivery address which may be in the delivery personnel or representative's path as delivery is made. Unless damage is caused by the gross fault or gross negligence of the delivery personnel or representative, we will not be responsible for any damage caused to items at your delivery address as a result of the delivery. We ask that you ensure that the product(s) ordered can fit into doorways and access points of your delivery address and in the area for which such product(s) are intended.

We will consider delivery of a signature required delivery to have occurred upon signing for receipt of the products upon delivery. We will consider delivery of a parcel that does not require a signature for delivery to have occurred upon confirmation from the delivery service that the parcel has been left at the agreed delivery address or otherwise as set forth in Section 7 of these Terms.

For our full policy with respect to deliveries, please consult our Delivery Guide.

7. UNABLE TO DELIVER

If we are unable to deliver, we will try to find a safe and secure place to leave your parcel. If we cannot find a safe and secure place, your parcel will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery for another mutually convenient day. However, we might have to charge you for the storage and redelivery of your parcel.

For our full policy with respect to deliveries, please consult our Delivery Guide.

8. RISK AND TITLE

The product(s) will be at your risk from the time of delivery. 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, or upon delivery (as defined in Section 6 above).

9. PRICE AND PAYMENT

The price of the products shall be the one quoted from time to time on our Website, except where there is an apparent error. While we take care to ensure that all prices and terms quoted on our Website are accurate, errors may occur. If we discover an error in the price or any other terms of any product(s) you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or the appropriate terms or cancelling the order. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s) you will receive a full refund. The prices charged shall be in the currency of the country, in the case of Canada, prices are in Canadian Dollars (CAD).

All prices listed on the Site are exclusive of shipping charges and applicable taxes. The total cost of an order is the price of the product(s) ordered plus the shipping charges and applicable taxes. Applicable taxes are charged according to the shipping address of your order or as provided in applicable law and regulations.

Payment can be made by Visa, MasterCard, American Express, PayPal, Apple Pay, and IN CARD. If payment is made by credit or debit card, upon receiving your order we will seek a pre-authorization on your card to ensure there are enough funds to complete the transaction. The amount of a purchase will not be charged to your card until we have issued the Order Confirmation. However, if payment is made through PayPal, the amount of your purchase will be charged when we send you the Acknowledgement of Receipt.

By clicking on the "Authorise Payment" button, you are confirming that the credit or debit card is yours.

Credit and debit cards are subject to validation checks and authorization by the credit or debit card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery.

We use standard technical measures to ensure payment is made safely. To reduce the possibility of unauthorized access, the details of your card will be encrypted.

10. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the ”Shopping Bag” section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card details" option. This will result in the following card details being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy and Cookies Policy.

By agreeing to use Express Checkout, you authorize that purchases paid through the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them. If you wish to save card information for more than

one card, the card whose information was saved most recently will be considered your "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Bag. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information do not complete the purchase. To make purchases using different details please do not use the Express Checkout service.

The provisions of this clause shall not apply if you buy goods as a guest.

11. REFUND/EXCHANGES/RETURNS POLICY

Subject to the conditions set forth below, Bershka will gladly accept returns or exchanges of new, unworn, unwashed, and unaltered merchandise with all internal garment tags intact with your original receipt within thirty (30) days of the date of the Shipment Confirmation e-mail, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation.

You must include with any product return or exchange all original boxes, labels, product instructions, hang tags, tags, documents, receipts and wrappings. You must also include together with the product to be returned the completed Return Form that you received when the product was delivered. Any product which is returned to us damaged or which is not returned to us in the same condition as when you received it will not be accepted for return or exchange.

We are unable to accept returns or exchanges of:

- Customized items; and
- Music CDs/DVDs with respect to which the original wrapping has been removed.

You may also return the product directly to the address shown on the Return Form and, should you choose to return the product in this manner, we urge you to do so as soon as possible after having made your decision, and in all cases within the time periods set forth in these Terms for making returns. You may also return the product at a drop off location of the courier shown on our prepaid return label within thirty (30) days of the date of the Shipment Confirmation, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation e-mail. You will be responsible for the cost of returning the products. Please note that if you return the goods to us at our expense other than as described above, we will be entitled to charge you for the direct cost we might incur as a result. Please see and follow the instructions at the "RETURNS" section of our Website in order to carry out the return process. Additionally, if you have any questions, you can contact us through our contact web form at contact_ca@bershka.com or by telephone at 8333970804.

After examining the product to be returned, we will inform you of whether you have the right to reimbursement of the amounts paid for the product.

Returns of Defective Products:

In circumstances where you consider that a product is defective, you should promptly contact us via our web form with details of the product and the defect. Alternatively, you can contact us by e-mail at contact_ca@bershka.com or by telephone at 8333970804 where you will receive instructions from us.

Upon receipt of the returned product, we will fully examine it and notify you via e-mail and within a reasonable period of time whether you are entitled to a replacement or refund as a result of the defect complained of. If so, we will replace the product or refund the purchase price, shipping charges and applicable taxes using the method used to make payment.

Refund General Policy:

Refunds will be credited to your original method of payment as soon as possible, and in any case, within 30 days of the day we confirm to you via e-mail that you are entitled to refund.

Except as otherwise set forth herein, refunds will be equal to the cost of the goods plus applicable taxes. Except as otherwise set forth herein, shipping and handling charges are not refunded.

If you have any queries regarding the above, you can contact us through our web form, at contact_ca@bershka.com or at 8333970804.

12. LIABILITY AND DISCLAIMERS

Our liability in connection with any product purchased through the Website is strictly limited to the purchase price of that product.

Products (including handcrafted products) often contain the natural characteristics of the materials used in the manufacturing of the product. Natural characteristics such as grain, texture, knots and colour variation are not, and should not be viewed as, flaws or defects. Inconsistencies in these natural characteristics should be expected. We select products of the highest quality; however, the natural characteristics and differences of the materials are inevitable and should be accepted as part of the individual appearance of our products.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SITE, WHICH IS PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA THE SITE INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, AND FUNCTIONS AND SERVICES PROVIDED ON THE SITE, ALL OF WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS OR USEFULNESS OF CONTENT OR INFORMATION, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ITS FUNCTIONING OR THE CONTENT AND MATERIALS OR THE SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE

USING THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

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To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind.

13. INTELLECTUAL PROPERTY

The Site, including all information and content thereon such as text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, software and the HTML used to generate the pages (collectively, "Materials"), are the property of Bershka or our suppliers or licensors and is protected by patent, trademark and/or copyright under Canadian and/or foreign laws. Except as otherwise provided on the Site or in these Terms, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, delete, add to, license, post, transmit, or distribute any Materials from the Site, in whole or in part, for any public or commercial purpose without the specific prior written permission from Bershka. We grant you a personal, limited, non-exclusive, non-transferable license to access the Site and to use the information and services contained on the Site.

As between you and Bershka (or any other person whose marks appear on the Site), Bershka (or such other person) is the owner and/or authorized user of any registered or unregistered trademark, trade name and/or service mark appearing on the Site, and is the copyright owner or licensee of the Materials on the Site, unless otherwise indicated. The Bershka logos, designs, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "Bershka Intellectual Property") are owned by Bershka or its affiliates and may be registered in Canada

and internationally. You agree not to display or use the Bershka Intellectual Property in any manner without Bershka's specific prior written permission, which may be withheld in Bershka's sole and absolute discretion. Nothing on the Site should be construed to grant any license or right to use any Bershka Intellectual Property without the specific prior written permission of Bershka.

Any use of the Materials, except as expressly provided in these Terms, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Materials.

14. COPYRIGHT AND/OR TRADEMARK INFRINGEMENT

If you believe a work on the Site constitutes infringement of your copyright, trademark or other intellectual property rights please provide us with notice in writing via our web form or at contact_ca@bershka.com and include the following information:

- evidence of your authorization to act on behalf of the owner of the copyrighted work or trademark;
- a description of the copyrighted work or trademark that you claim has been infringed;
- description of where the alleged infringing material is located on the Site, including the permalink where the material is located;
- your address, telephone number and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or trademark owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or trademark owner or that you are authorized to act on the owner's behalf; and
- your physical or electronic signature.

15. INDEMNIFICATION

You agree to defend, indemnify and save and hold Bershka, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your use of the Site, your violation of the Terms or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

16. WRITTEN COMMUNICATIONS

When using the Site, you accept that communication with us will be mainly electronic and that such communication will be binding on you and Bershka.

17. REGISTRATION, PASSWORDS, AND SECURITY

To access some of our services you will have to complete an online registration form. You agree that all information which you submit ("Registration Information") is true and complete and that you will update your Registration Information to keep this information true and complete.

Upon registering, you will create a password. You are solely responsible for any use of, or action taken under, your password on the Site. Your password may be used only to review information regarding potential and completed transactions, purchase or cancel purchases of products, change your preferences, post content and otherwise access and use the Site and services on the Site in accordance with these Terms. You are solely responsible for maintaining the confidentiality and security of your password, and you hereby agree not to disclose your password to any third party (other than third parties authorized by you to use your account). You accept full responsibility for all transactions and other activities placed or conducted through your account and agree to and hereby release Bershka, its affiliates, their respective content and service providers and their respective directors, officers, employees and agents from any and all liability concerning such transactions or activity. You agree to notify Bershka immediately of any actual or suspected loss, theft or unauthorized use of your account or password. Bershka has no obligation to inquire as to the authority or propriety of any use of or action taken under your password and will not be responsible for any loss to you arising from any such use or action or from your failure to comply with the above. Bershka will take reasonable security precautions when using the Internet, telephone or other means to transmit data or other communications, but expressly disclaims any and all liability for the accessing of any such data or communications by unauthorized persons or entities.

18. NOTICES

All notices given by you to us should be given to us preferably via our web form or chat. We may give notice to you at either the e-mail or postal address you provide to us when placing an order.

19. BINDING NATURE/ASSIGNMENT

These Terms and our Privacy Policy are binding on you and us and on our respective heirs, successors and assigns and as indicated herein, are for the benefit of Bershka, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents. You may not transfer, assign, charge or otherwise dispose of your rights or obligations under these Terms or our Privacy Policy without our specific prior written consent, which we may withhold in our sole discretion. We may transfer, assign, charge, sub-contract or otherwise dispose of our rights and obligations under these Terms and our Privacy Policy at any time.

20. FORCE MAJEURE

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under an order you have placed or under a contract that is caused by events outside our control (a "Force Majeure Event"). A Force Majeure Event shall include any act, event,

non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

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

Our performance under any order you have placed 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 endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event

21. WAIVER

No failure of Bershka to enforce any of its rights or remedies under these Terms will act as a waiver of such rights and remedies. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the provisions of the section on Notices (Section 16) above.

22. SEVERABILITY

If any of these Terms or any provisions of an order or 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.

23. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of these Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Terms, except as expressly stated in these Terms.

24. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms at any time. You will be subject to the Terms and Bershka policies in force at the time that you order products from us or use the Site.

25. LAW AND JURISDICTION

Any disputes arising out of or relating to these Terms, the Privacy Policy, use of the Site, the products sold on the Site, and the services offered via the Site shall be resolved in accordance with the laws of the Province of Ontario without regard to its conflict of law rules. Any disputes, actions or proceedings relating to these Terms or your access to or use of the Site must be brought before the courts of the Province of Ontario in the City of Toronto, Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts. Bershka makes no claim that the Site may be lawfully viewed or that content may be lawfully downloaded.

Insofar as it is permitted under applicable law of the province of your residence, you agree that any claim or cause of action arising out of or related to use of the Site, the Mobile App, these Terms or the Gift Card Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

26. FRENCH LANGUAGE CLAUSE

The parties have expressly requested and required that these Terms and all other related documents be drawn up in the English language. In the event these Terms are available in a language other than English and the English version and such other version diverge, the English language version of these Terms shall prevail. Les parties conviennent et exigent expressément que ces modalités et tous les documents qui s'y rapportent soient rédigés en anglais.

27. QUESTIONS AND FEEDBACK

We welcome your questions, comments and feedback. Please send all questions, comments and feedback to us via our web form or to contact_ca@bershka.com.

Last modified: October 16, 2025