

1. INTRODUCTION

This document (together with other documents mentioned in this text) constitutes the general terms and conditions governing the use of the website www.bershka.com and the purchase of products on this website (the “Terms and Conditions”).

Please read these Terms and Conditions, our Cookies Policy and our Privacy Policy (jointly the “Data Protection Policy”) carefully before using this website. When using of this website or when placing an order on this website, you are bound by these Terms and Conditions and the Data Protection Policy. If you disagree with these Terms and Conditions or the Privacy Policy, do not use this site.

These Terms and Conditions may be subject to amendment. It is your responsibility to read these Terms and Conditions periodically, as the applicable Terms and Conditions shall be those in force at the time the website is used or the relevant Contract (as defined below) is concluded.

If you have any queries regarding the Terms and Conditions or the Data Protection Policy, please contact us via the contact form available here [<https://www.bershka.com/cz/d%C3%A1msk%C3%A9-c1010193132.html>].

The Contract (as defined below) may be drawn up, based on your choice, in any of the languages in which the Terms and Conditions are available on this website.

2. INFORMATION ABOUT US

The Seller sells merchandise through this website under the name Bershka – Bershka Česká republika s.r.o., registered office: Rybná 682/14, 110 00 Prague 1, Czech Republic, email address: contact@bershka.com, telephone number (for identification purposes only): +420 224 239 873, incorporated by entry in the Commercial Register maintained by the Municipal Court in Prague, File 108180, Registration Number: 27258017, VAT Number: CZ27258017.

3. INFORMATION ABOUT YOU AND YOUR VISITS TO THIS WEBSITE

The Seller fulfils the obligation to inform the customer within the meaning of Article 13 of Regulation 2016/679 (the General Data Protection Regulation – GDPR) in relation to the processing of consumers’ personal data for the purposes of negotiating and performing a purchase contract, pursuit of the interests of the Seller, as laid down by law, and for marketing purposes, through a separate document, i.e. the Data Protection Policy.

The information or personal data that you provide to us voluntarily will be processed in accordance with the aforementioned legislation and the Data Protection Policy.

Before using any of our available services or features, particularly when drawing up an order form and performing other relevant activities related to the purchase of a product(s), read carefully through the information on personal data processing – the Data Protection Policy – available at [<https://www.bershka.com/cz/d%C3%A1msk%C3%A9-c1010193132.html>].

4. USE OF OUR WEBSITE

By using and placing orders on this website, you agree:

- To use this website exclusively to make enquiries and place legally valid orders.
- Not to place false or fraudulent orders. If there is good reason to suspect that an order of this type has been placed, we will be entitled to cancel it and pass on information about it to the competent authorities.
- To provide your email address, postal address or other contact details that are true, complete and accurate. You also agree that we may use this information if necessary to contact you about an order you have placed (see our Data Protection Policy).

An order cannot be placed unless you provide us with all the necessary information.

By placing an order on this website, you declare that you are over 18 years of age and have the legal capacity to enter into binding contracts.

5. SERVICE AVAILABILITY

The delivery service for the merchandise offered on this website is available only in the Czech Republic.

If you wish to order products from an EU member state other than the Czech Republic via this website, you are naturally free to do so, but the product(s) you order can only be sent to a Bershka store in the Czech Republic or to a delivery address in the Czech Republic.

6. CONTRACT FORMALISATION

The information contained in these Terms and Conditions and on this website does not constitute an offer of sale, but an invitation to enter into a contract. No contract exists between you and us in relation to any product until we explicitly accept your order. If your order is not accepted, but your account has already been charged, you will be refunded in full.

To place an order, follow the online shopping instructions and click "Place order". You will then receive an email confirming receipt of your order ("Order Confirmation"). This does not mean, however, that your order has been accepted. Your order constitutes an offer that you are making to us to purchase one or more products. All orders are subject to our acceptance. We will inform you of the acceptance of your order by email. In that email, we will also confirm the sending of your order ("Delivery Confirmation").

A contract ("Contract") is concluded only if we send you Delivery Confirmation. A summary of your order details will be attached to your Delivery Confirmation (as an "electronic receipt").

7. PRODUCT AVAILABILITY

All product orders are subject to availability. If complications arise in the supply of products or if a product is no longer in stock, we reserve the right to inform you about replacement products of the same or a higher quality and price that you may order. If you do not wish to order replacement products, we will refund you the amount you have paid for the products ordered.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time, or to remove or modify any product material or content. While we will always do our best to process all orders, there may be exceptional circumstances in which we have no choice but to refuse to process an order after we have already sent you an Order Confirmation. We reserve the right to do this at any time.

We are not liable to you or any third party for the removal of any product from this website, for the removal or modification of any material or content on this website, or for not processing an order after sending an Order Confirmation.

9. DELIVERY

The available delivery methods, associated quantities and all other relevant information can be found in the Delivery section of our Shopping Guide.

Notwithstanding paragraph 7 above on product availability, and unless there are exceptional circumstances, we will do our best to dispatch an order consisting of the product(s) listed in each Delivery Confirmation prior to the date specified therein or, in the absence of a delivery date, within the estimated time frame indicated when the delivery method is selected, and in any event within 30 days of the date of the Order Confirmation.

However, delays may occur due to unforeseen circumstances or the area in which the order is to be delivered.

If we are unable to make a delivery on a particular date for any reason, we will inform you of the situation and give you the option of continuing your purchase with a new delivery date or cancelling the order and receiving a full refund. Please note that we do not make home deliveries on Saturdays, Sundays or public holidays.

For the purposes of these Terms and Conditions, a "delivery" is deemed to have been made or an order is deemed to have been "delivered" once you or a third party designated by you have taken physical possession of the merchandise as evidenced by a signature confirming delivery of the order to the delivery address you provided.

10. IMPOSSIBILITY OF DELIVERING AN ORDER

If it is impossible to deliver your order to you, we will try to find a safe place where we can leave it for you. If we do not find a safe place, your order will be returned to our warehouse. We will leave you a message informing you about the location of your order and what to do to have it re-delivered. If you will not be available at the place of delivery at the agreed time, contact us to arrange for delivery on another day.

If your order remains undelivered for more than 30 days and the order cannot be delivered for any reason not caused by us, we will assume that you are cancelling the Contract and it will be terminated. If the Contract is cancelled, we will refund all payments we have received from you, including shipping costs (but excluding any additional charges resulting from the selection of a shipping method other than

our standard shipping method), without undue delay, and in any event within 14 days of the date of termination of the Contract.

Please note that the shipping linked to the termination of the Contract may result in additional costs that we have the right to pass on to you.

11. TRANSFER OF RISK AND OWNERSHIP OF PRODUCTS

You shall be fully responsible for the products from the moment of delivery under paragraph 9 above.

You shall become the owner of the product when we receive full payment of all amounts due, including shipping costs, or upon delivery (as defined in paragraph 9 above), if this comes later.

12. PRICE AND PAYMENT

12.1 General information

A product(s) will always be priced at the amount stated on our website, except in cases where there has been a manifest error. While we make every effort to ensure that the prices listed on the website are correct, mistakes may occur. If we detect an error in the price of any product you have ordered, we will contact you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, we will assume that the order is cancelled, in which case any amounts already paid will be refunded in full without undue delay, and in any event within 14 days of the date of termination of the Contract.

We are under no obligation to provide you with any product at an incorrect lower price (even if we have sent you a Delivery Confirmation) if the pricing error is manifest and beyond doubt and you could have recognised that the price was incorrect. In this situation, customers are offered the option to purchase the product at the correct price or to cancel the order.

The prices displayed on the website include VAT, but not shipping costs, which are added to the total price as stated in the Shipping Costs section of our Shopping Guide.

Prices are subject to change at any time. However, except as noted above, such changes will not affect orders for which an Order Confirmation has already been sent. Products are priced at the amount valid at the time the order is placed by the customer.

Once you have selected all the items you wish to buy, they are added to your shopping cart. You will then need to process your order and make the payment. To do so, you will need to follow the steps described in the purchase process, during which you will provide or verify the information required for each step. You may change the details of your order at any time during the purchase process before you make the payment. The Shopping Guide describes the purchase process in detail. If you are a registered user, you can view, under "My Account", a record of all orders you have placed.

The following cards and platforms are accepted for payment: Visa, MasterCard, American Express, INCARD and PayPal. You may also pay all or part of the price of your purchase with a gift card or voucher issued by Bershka Czech Republic s.r.o. for the Czech Republic; gift cards cannot be used to pay for another gift card. In addition, you may pay for your order on delivery (i.e. when picking up the product(s) you have ordered at a Bershka store in the Czech Republic) using any payment method accepted by Bershka stores in the Czech Republic. Please note that you cannot pay on delivery if you order the product(s) via an electronic device installed at a Bershka store in the Czech Republic.

To minimise the risk of unauthorised access, your credit card details will be encrypted. Once we receive your order, we will request pre-authorisation of your card to ensure that there are sufficient funds on the card to complete the transaction. The amount will be charged to your card when your order leaves our warehouse.

If you choose to pay via PayPal, the amount will be charged when your order is confirmed.

By clicking "Place order", you confirm that the payment card is yours or that you are the rightful holder of the gift card/voucher.

Payment cards are subject to verification and authorisation by the card issuer. If payment is declined by the card issuer, we will not be responsible for any delay or non-delivery and we will not be able to enter into a Contract with you.

The Sales Registration Act requires the seller to issue a receipt to the buyer/customer. At the same time, the seller must register sales revenues with the tax authority online.

We use electronic invoices and receipts. You hereby agree that the invoices and receipts you receive will be electronic. Electronic invoices and receipts are available in PDF format under "My Account" on this website. We will inform you of the availability of the electronic invoice or receipt for each purchase you make via the Delivery Confirmation.

Please note that Fashion Retail, S.A., registered office: Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain), incorporated by entry in the Commercial Register of A Coruña, Volume 3425, page 49, C-47731, as entry 1, VAT number: A-70301981, will collect and refund money on behalf of Bershka Česká republika, s.r.o. in relation to all payments made through this website.

122 2 Ordering merchandise via electronic devices

If you place an order using the electronic device available for this purpose in certain stores in the Czech Republic, you will need to follow the steps described in the purchase process, during which you will provide or verify the information required for each step. You may change your order details at any time in the purchase process before you make payment. You must select a payment method and choose whether you would like to receive a gift receipt (leaving out the amount spent), if available, before you place your order. Please note that you place a binding order the moment you press the "Place order" button on the device screen and that you must pay for the order after placing it.

Payment can be made by Visa, MasterCard or American Express. Payment will be subject to the above provisions on the verification and authorisation of your card. You may also pay at the checkout counter. If you opt to pay at the checkout counter, you may make your payment by any of the means available in these stores.

Please note that if you place your order via an electronic device at a store in the Czech Republic and wish to cancel it, you must pay for and wait for delivery of the merchandise before returning it in accordance with the return policy (withdrawal from the Contract) described below.

13. PURCHASING MERCHANDISE AS A GUEST

The website also offers the feature of purchasing merchandise as a guest. For this type of purchase, we will require only the basic details needed for processing your order. When the purchase process is complete, you will be offered the option to register as a user or to continue as an unregistered user.

14. VALUE ADDED TAX

All purchases made through this website are subject to value added tax (VAT) in accordance with applicable rules and regulations.

15. EXCHANGE/RETURN POLICY

15.1 Statutory right of withdrawal Right of withdrawal

- If you enter into a Contract as a customer, you shall have the right to withdraw from the Contract within 14 days without having to provide a reason, with the exception of the products listed in paragraph 15.3 below, which are not covered by the right of withdrawal.
- The withdrawal period expires 14 days from the date on which you or a third party other than the courier takes physical possession of the product(s) or, if multiple products under a single order are delivered separately from each other, 14 days from the date on which you or a third party other than the courier takes physical ownership of the last product under that single order.
- To exercise the right of withdrawal, inform BERSHKA clearly of your decision to withdraw from the Contract (e.g. in a letter sent by post or email). You can send this notification by post to Rybná 682/14, 110 00 Prague 1, Czech Republic, by email to contact@bershka.com, via "My Account" or "Returns" on the Website, or by submitting a contact form, giving details of your order (including the order number and a description of the product(s) you wish to return). You may use the standard form in the Annex to withdraw from the Contract. However, this is not mandatory.
- In order to meet the withdrawal deadline, it is enough to send notification that you are exercising your right of withdrawal before the withdrawal period expires (it is not necessary for this notification to be delivered or for the products to be returned before this deadline).

Effects of withdrawal

- If you decide to withdraw from the Contract, we will refund you the full price of the product(s) and any other payments we have received from you in connection with the Contract, including shipping costs to the original place of delivery (but excluding any additional charges resulting from the selection of a shipping method other than our standard shipping method), without undue delay, and in any event within 14 days of the date of termination of the Contract. We will make this refund via the same means of payment you used for the original transaction. In any event, you will not incur any expense as a result of the refund. Notwithstanding the above, we may withhold a refund until we receive the product(s) back or until you provide us with proof that you have sent the product(s) back, whichever comes first.
- Send the product(s) back or hand them over to us at any BERSHKA branch in the Czech Republic without undue delay, and in any event within 14 days of the date on which you informed us that you were withdrawing from the Contract. The deadline is deemed to have been met if you dispatch the product(s) back to us before the 14-day time limit expires.
- You shall be responsible for any reduction in the value of the product(s) only if such impairment is due to handling beyond that which is strictly necessary to establish the nature, properties and functionality of the product(s).

152 2 Contractual right of withdrawal

- In addition to your statutory right of withdrawal as a customer described in paragraph 15.1 above, we allow you 30 days to return the product(s) from the date of dispatch (except for the products listed in paragraph 15.3 below, which are not covered by the right of withdrawal).
- The return of a gift card is also governed by the Terms and Conditions for the Use of a Gift Card.
- If you return the product(s) after the statutory (14-day) period has expired, but within the time limit covering your contractual right to withdraw from the Contract, you will only be refunded the amount you paid for the product(s). The shipping costs will not be refunded.
- You may exercise your contractual right of withdrawal in accordance with paragraph 15.1 above. In any event, if you inform us of your intention to withdraw from the Contract after the statutory (14-day) withdrawal period has expired, return the product(s) to us within 30 days of the date of the Delivery Confirmation.
- Your right of withdrawal may be exercised only in relation to a product(s) returned in the same condition in which you received it/them. If a product has been used after opening and is no longer in the same condition as when it was delivered, or if it is damaged, you will not be refunded. Therefore, take proper care of the product while it is in your possession.

153 3 Common provisions

- You have no right of withdrawal for any of the following products:
 1. Customised items.
 2. Music CDs/DVDs without their original packaging.

3. Merchandise in a sealed package which is not suitable for return for hygienic reasons and the package of which has been opened after delivery.

- If possible, return products in or together with their original packaging. In any event, you must return/send the product(s) for return together with the electronic receipt that was attached to the Delivery Confirmation and that is also stored in your account on our website and in the Bershka mobile application.
- The return of a gift card is also governed by the Terms and Conditions for the Use of a Gift Card.
- Upon withdrawal from a Contract, the product(s) must be returned in the following way:

(i) Return of merchandise to any BERSHKA store in the Czech Republic:

Any product(s) may be returned to any BERSHKA store in the Czech Republic that has the same section as the section to which the product you wish to return belongs. In this case, you should go to the store and, together with the product(s), present the electronic receipt that was attached to the Delivery Confirmation and that is also stored in your account on our website and in the Bershka mobile application. You can present the electronic receipt either in digital form on your mobile phone, or you can bring a printed version to the store.

"Payment on delivery": Please note that merchandise from orders (ordered products) paid on delivery at the checkout counter of a Bershka store must always be returned in a Bershka store in the Czech Republic (and not otherwise). If your order for payment on delivery is not picked up (for reasons not attributable to us) within ... days of the date on which it was ready for in-store collection and payment (you will have received the confirmation email "Confirmation of arrival of your order at the store"), we shall assume that you wish to withdraw from the Contract, which we will deem to have been terminated.

Ordering merchandise via electronic devices: Please note that if orders (an ordered product or products) are originally placed via electronic devices in a store in the Czech Republic and are paid for at the checkout counter of that store, this merchandise may be returned only in Bershka stores in the Czech Republic (and not otherwise).

(ii) Return via courier:

If a product(s) is to be returned via a courier of our choice, please contact us via our webform in the "My Account" or "Returns" section of the website or by sending an email to contact@bershka.com, so that we can arrange for the product(s) to be picked up at your home. Where possible, you should send the product(s) in the original packaging and follow the instructions in the "Returns" section of this website. If you purchased the product(s) as a guest, you can request a return via our webform or by sending an email to contact@bershka.com.

Neither of the two options (i) or (ii) requires the payment of any additional costs.

You can return the product(s) directly to the following address: Bershka, Sosnowiec 15a, 95-010 Stryków, Poland. Please return the product(s) promptly, together with the printed electronic receipt that was attached to the Delivery Confirmation and that is also stored in your account on our website and in the Bershka mobile application. You shall be responsible for bearing the costs incurred in returning the product(s).

- After checking the merchandise, we will let you know whether you are entitled to a refund of the amounts paid. Shipping costs will be reimbursed if the right of withdrawal is exercised within the statutory period and all relevant products are returned. The refund will be paid as soon as possible, but in any event within 14 days of the date on which you notify us of your intention to cancel the order.
- Notwithstanding the above, we may withhold a refund until we receive the product(s) back or until you provide us with proof that you have sent the product(s) back, whichever comes first. We will make this refund via the same means of payment you used to pay for your purchase.
- If you have any queries, please get in touch via our contact form or send us an email to contact@bershka.com.

154 4 Returning a defective product(s)

- If you believe that, at the time of delivery, a product(s) is not in the condition agreed in the Contract, you must contact us immediately and provide us with details about the product(s) and the damage via the contact form, via the “My Account” or “Returns” section of the website, or by sending an email to contact@bershka.com, detailing the product(s) and the damage, defects or other irregularities.
- The product(s) must be returned to the address in paragraph 15.3 or at any BERSHKA store in the Czech Republic, or handed over to the courier we send to your home. In any event, you must return/send the product(s) for return together with the electronic receipt that was attached to the Delivery Confirmation and that is also stored in your account on our website and in the Bershka mobile application.
- We will carefully review the returned product(s) and notify you by email, within a reasonable time frame, whether the product(s) can be exchanged or whether you are entitled to a refund. The product(s) will be refunded or exchanged as soon as possible, but in any event within 14 days of the date on which we send you an email confirming that the product(s) will be refunded or exchanged.
- If a returned product(s) is confirmed to be defective or damaged, we will provide a full refund, including the costs incurred in the delivery and return of the product(s). We will make this refund via the same means of payment you used to pay for your purchase.
- In any event, all rights conferred by the applicable law will be preserved.

155 5 Right of withdrawal and return of merchandise for orders from abroad

If you order products from an EU member state other than the Czech Republic via this website, paragraphs 15.1 to 15.3 above shall apply, with the restriction that the products may be handed over to our authorised courier only from the original delivery address in the Czech Republic.

Please note that under no circumstances (except for paragraph 15.4, to which this paragraph 15.5 does not apply) are we obliged to cover shipping to places other than the original delivery address and/or the costs of returning merchandise ordered from places outside the Czech Republic.

16. LIABILITY AND DISCLAIMER

Nothing in these Terms and Conditions shall result in any exclusion or limitation of our liability:

- in the event of death or personal injury caused by our negligence;
- in the event of fraud or deception;
- in any instance where the exclusion or limitation, or attempted exclusion or limitation, of our liability is illegal.

Notwithstanding the paragraph above, to the extent permitted by law and unless otherwise stated in these Terms and Conditions, we accept no liability for the following losses, regardless of their origin:

- losses of income or sales;
- operating losses;
- losses of profit or contractual relations;
- losses of estimated savings;
- data losses;
- losses associated with business activities or management time.

Due to the open nature of this website and the possibility of errors in the storage and digital transmission of information, we do not guarantee the accuracy or security of the information transmitted or obtained via this website, unless it expressly states otherwise.

All product descriptions, information and materials depicted on this website are provided “as is”, without any express or implied warranties, except as provided for by law. To that effect, if you enter into a contract as a customer or user, we are obliged to deliver the merchandise in accordance with the Contract and we are liable for any non-compliance with the Contract at the time of delivery. Merchandise is understood to be in conformity with the Contract if it: (i) matches the description we provide and has the qualities we have indicated on this website; (ii) is fit for the purposes for which merchandise of that kind is normally used; (iii) exhibits the quality and performance which is common for the type of merchandise and which can reasonably be expected. In so far as it is lawful, we exclude all warranties, except those that, by law and for the benefit of customers or users, cannot be excluded.

Lack of conformity with the Contract

The seller is liable to the customer for ensuring that the product(s) is free from defects upon receipt. Specifically, the seller is liable to the customer for the fact that, upon receipt by the customer:

- The product has the properties agreed between the parties or (if no Contract is concluded) has the properties described by the seller or expected by the customer in view of the nature of the merchandise and related advertising.
- The product may be used for the purposes stated by the Seller or for the purposes for which this type of product is usually used.
- The product is provided in the appropriate quantity, dimensions or weight.
- The product conforms to the statutory requirements.

If defects occur in a product within six months of receipt, it is deemed to have been defective at the time of receipt. Unless otherwise stated, the customer shall be entitled to claim in respect of defective consumer goods within 24 months of receipt thereof. This does not apply to:

- defects for which a discount has been granted;
- normal wear and tear;
- defects caused by normal use or wear and tear and obvious to the customer at the time of receipt;
- facts inherently implied by the nature of the item.

Improper performance cannot be claimed if the customer was aware of the defect before accepting the product or if the defect was caused by the customer. The customer shall not be entitled to guarantees in respect of defects caused by external influences after the risk of damage has been transferred to the customer.

Material breach

If an improper performance constitutes a material breach of the Contract, the customer shall be entitled to:

- have the defect remedied by delivery of a new defect-free product or a missing part, where justified by the nature of the defect; if only a specific component is defective, the customer shall be entitled only to the replacement of that component; if this is not feasible, the customer may withdraw from the Contract; however, if the above is not justified in view of the nature of the defect, in particular if the defect can be remedied without undue delay, the customer shall be entitled to have the defect remedied free of charge;
- have the defect remedied by the repair of the product;
- receive a reasonable discount on the purchase price; or
- withdraw from the Contract.

When claiming in respect of a given defect, the customer shall inform the Seller as to which of the above options the customer has chosen, either immediately or without undue delay, with the proviso that the option selected may be changed subsequently only with the Seller's consent; this shall not apply to defects which the customer wishes to have repaired but which are then found to be non-reparable. If the Seller fail to remedy defects within a reasonable period of time or if the Seller informs the customer that the defects will not be remedied, the customer shall be entitled to a justifiable discount on the purchase price instead of withdrawing from the Contract.

If the customer does not choose any of the above options, the rights deriving from a minor breach shall apply – see below.

In addition to cases where the Seller cannot deliver a new defect-free product, replace a component or repair the product, the customer shall also be entitled to a reasonable discount if the Seller fails to remedy the situation within a reasonable period of time or if the remedy would cause significant inconvenience to the customer.

Minor breach

If an improper performance constitutes a non-material breach, the customer shall be entitled to have the defect remedied or to receive a commensurate discount on the purchase price.

If the customer fails to claim a discount on the purchase price and fails to withdraw from the Contract, the Seller may deliver the missing component(s) or remedy the defect arising by operation of the law. Other defects may be remedied at the discretion of the Seller by repair or by delivery of a new product.

If the Seller fails to remedy a defect in due time or refuses to remedy a defect, the customer shall be entitled to a reasonable discount on the purchase price or to withdraw from the Contract, but the option selected may be changed only with the Seller's approval.

Gift

The customer acknowledges that if merchandise is delivered together with any gift, the Seller and the customer enter into a gift agreement, subject to the resolute condition that the gift agreement expires if the customer exercises the right to withdraw, and withdraws, from the Purchase Contract, in which case the customer is required to return the merchandise together with any gift(s) and everything received in this respect; failure to do so will be considered unjust enrichment. If it is impossible to return the benefit from unjust enrichment, the Seller may claim monetary compensation to the amount of the current price.

17. INTELLECTUAL PROPERTY

You acknowledge and agree that all proprietary rights, registered trademarks and other intellectual property rights in all materials and content provided as part of the website belong to us or to those who have licensed us to use them. You may use such material only to the extent expressly approved by us or by those who have licensed it. This does not prevent you from using this website to the extent necessary to copy the content of your order information or contact details.

18. VIRUSES, PIRACY AND OTHER CYBER ATTACKS

You may not use this website/application improperly by intentionally placing, within it, viruses, Trojan horses, worms, logic bombs, other software or technologically harmful material or material causing loss or damage. You may not attempt to gain unauthorised access to this website/application, the server hosting this site, or any other server, computer or database associated with our website. You undertake not to attack this website/application with a DoS (denial of service) or DDos (dispersed denial of service) attack. You are not authorised to use this website/application to send spam, other unsolicited emails or chain messages, or to create false messages in which other customers' identities are falsified.

Failure to comply with this paragraph will be considered an offence as defined in the applicable legislation. We will report any infringement of such legislation to the competent authorities and will work with them to identify the attacker/hacker. If you fail to comply with this paragraph, your right to use this website will be immediately suspended.

We are not liable for any direct or indirect damage or loss or lost profits resulting from a DoS attack, viruses or any software or technologically harmful material or material causing loss or damage that may affect your computer, IT equipment, data or materials as a result of using this website/application or downloading content from this website or from pages to which this website redirects you.

19. LINKS FROM OUR WEBSITE

Where our website contains links to other websites or third-party materials, these links are provided for informational purposes only and we have no control over the content of these websites or materials. Accordingly, we do not accept any liability for damage or loss arising from their use.

20. WRITTEN COMMUNICATION

Current legislation requires that certain information or notifications be sent to you in writing. By using this website, you agree that most communication with us will take place electronically. We will contact you by email or provide you with information by posting notifications on this website. For contractual purposes, you agree to the use of this electronic means of communication and accept that all contracts, notifications, information and other communications we send you electronically shall comply with the legal requirements for their provision in writing. This condition shall not prejudice your statutory rights.

21. NOTIFICATIONS

The notifications you send us shall preferably be sent via the contact form. Further to paragraph 20 above and unless otherwise stated, we may send you notifications either by email or to the postal address you provided to us when placing your order.

Notifications shall be deemed to have been received and responded to as soon as they are posted on our website, 24 hours after we have sent them by email, or three days after the date of dispatch indicated on any letter.

In order to prove that a notification has been sent, it shall be sufficient, in the case of a letter, to confirm that it has been correctly addressed, the postage has been duly paid and the letter has been duly handed over to the post office or inserted into a postbox; in the case of an email, it is sufficient that the notification has been sent to the email address provided by the recipient.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding on both parties and on our respective successors, assignees and heirs. A registered user shall not be entitled to allow the "My Account" section to be used by third parties.

We may pass, assign, impose, subcontract or otherwise transfer the Contract or any other rights or obligations arising from it at any time during the term of the Contract. For the avoidance of any liabilities, such passage, assignment, imposition or other transfer shall not affect any rights you may have by law, nor in any way cancel, reduce or limit the express or implied guarantees we have provided to you.

23. EVENTS BEYOND OUR CONTROL

We shall not be liable for any non-compliance or delay in compliance with any obligations we assume under the Contract where this is caused by events beyond our reasonable control ("force majeure").

Force majeure includes any act, event, inability to act, omission or accident beyond our reasonable control, including, but not limited to, the following:

- Strikes, lockouts or other types of protest.
- Civil unrest, uprising, invasion, terrorist attacks or terrorist threats, war (whether or not declared) or the threat of or preparation for war.
- Fires, explosions, storms, floods, earthquakes, collapse, epidemics or any other natural disasters.
- The impossibility of using trains, ships, aircraft, motorised vehicles or other means of transport, whether public or private.
- The impossibility of using public or private telecommunication systems.
- Legislative acts, regulations, legislation or restrictions from any government or public authority.
- A strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It is understood that our obligations under the Contracts shall be suspended for the duration of a force majeure and that we will be allowed to extend the period within which we must fulfil these obligations by a time equal to the duration of the force majeure. We will strive to end a force majeure by all reasonable means, or we will try to find a solution that would allow us to comply with our obligations under the Contract despite the force majeure.

24. WAIVER

The absence of requirements on our part to comply strictly with any of the obligations that you assume under the Contract or these Terms and Conditions, or our insufficient exercise of our rights or measures under this Contract or the Terms and Conditions, shall not constitute a waiver or restriction of such rights or measures and shall not release you from those obligations.

Our waiver of a right or measure shall not constitute a relinquishment of any other right or measure under the Contract or the Terms and Conditions.

Our waiver of any of these Terms and Conditions or contractual rights or measures shall not take effect until it is expressly stated that it is a waiver and until such statement is formalised and notified to you in accordance with the provisions of the Notifications section above.

25. PARTIAL ANNULMENT

If any of these Terms and Conditions or any provisions of the Contract are annulled

by a decision of a competent authority, the remaining Terms and Conditions shall remain in force and shall not be affected in any way by the annulment decision.

26. ENTIRETY OF CONTRACT

These Terms and Conditions and any other document to which they refer constitute, with respect to their purpose, an Entire Contract between the parties that supersedes any prior contract, agreement or promise entered into orally or in writing between the parties.

The parties acknowledge that they have agreed to enter into the Contract independently of any representation or warranty that has been made by the other party or that could be inferred from any statement or document arising from the two parties' negotiations prior to the inception of the Contract, except those expressly mentioned in these Terms and Conditions.

Neither party shall take any action in relation to false statements made by the other party, whether oral or written, that have been submitted before the effective date of the Contract (unless the false statement is of a fraudulent nature). A contracting party may take action related to a breach of this Contract only in accordance with the provisions of these Terms and Conditions.

27. OUR RIGHT TO AMEND THESE TERMS AND CONDITIONS

We have the right to review and amend these Terms and Conditions at any time. Changes and amendments will take effect on the date of publication thereof on the website at www.bershka.com. If you do not agree to a change or amendment to the Terms and Conditions, you have the right to close your account, but if you do not do so, this will be construed as your consent to the change or amendment.

You are subject to the policies and the Terms and Conditions in force at the time you use this website or when you place each order, except where we are required by law or governmental decision to amend a policy, Term or Condition, or the Data Protection Policy with retroactive effect. In this case, any possible changes will also apply to orders you have created in the past.

Our Shopping Guide on our website forms constitutes an integral part of these Terms and Conditions and should be construed and used within the scope of this website. The above provisions on amendments and changes apply equally to the Shopping Guide.

28. APPLICABLE LAW AND JURISDICTION

The use of our website and the contract on the purchase of products via this website is governed by Czech law.

Any disputes that arise or are related to the use of the website or the said contracts shall fall within the exclusive jurisdiction of the Czech courts.

A customer, as the buyer, who believes that his or her rights have been infringed may email complaints to the Seller at contact@bershka.com in order to reach an out-of-court settlement. The Czech Consumer Protection Act provides that customers have a right to the out-of-court settlement of consumer disputes concerning a purchase contract with the Seller if they are not satisfied with the resolution of a complaint by the Seller or if the Seller and the customer fail to resolve their dispute in any other way. The entity responsible for the out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority, address: Štěpánská 567/15, 120 00 Praha 2, registration number: 00020869, website:

<https://www.coi.cz>.

The customer shall initiate the out-of-court settlement of a consumer dispute by sending a proposal to the Czech Trade Inspection Authority (in writing, orally for the record, or electronically via the online form on the Czech Trade Inspection Authority's website: <https://www.coi.cz/pro-podnikatele/informace-pro-prodejce-zbozi-a-sluzeb/mimosoudni-reseni-spotrebitelskych-sporu-adr>).

If a purchase between the Seller and the customer takes place online through the Seller's website, the Seller, further to EU Regulation No 524/2013, informs the customer that he or she shall be entitled to reach an out-of-court settlement of a consumer dispute with the Seller via the online dispute resolution platform at: <http://ec.europa.eu/consumers/odr/>.

The Seller is entitled to sell merchandise on the basis of a business permit. The performance of business inspections is the responsibility of the competent authority granting the business permit.

If you enter into this Contract as a customer, nothing contained in this paragraph will affect your statutory rights under the laws in this area.

29. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please use the contact form to send us any comments or suggestions you may have.

Official complaint forms are also available for customers and users. These can be requested by sending an email to contact@bershka.com or via the contact form.

Last update ...



ANNEX

Standard Withdrawal Form

(fill in and send this form only if you wish to withdraw from the contract)

Address: Bershka Česká republika s.r.o., Rybná 682/14, 110 00 Praha 1, Czech Republic, email address: contact@bershka.com.

I hereby declare my withdrawal from the contract on the sale of the following merchandise:

- Ordered/received (*) on (date)
- Customer's name
- Customer's address
- Customer's signature (only if a paper form is used)
- Date
- (*) Delete as appropriate