

## **TERMS AND CONDITIONS OF PURCHASE**

### **BERSHKA ONLINE SHOP**

#### **1. Introduction**

This document (along with any documents mentioned herein) sets out the terms and conditions governing the use of this website (www.bershka.com) and the purchase of items through this website (the “Terms and Conditions”).

Please read these Terms and Conditions, our Cookies Policy and our Privacy Policy (collectively the “Data Protection Policies”) carefully before you start using this website. By using this website or placing an order through it, you agree to be bound by these Terms and Conditions and by the Data Protection Policies. If you do not agree, you must not use this website.

These Terms and Conditions may be amended. It is your responsibility to read them at regular intervals, as the Terms and Conditions in force at the time of the formation of the Contract (as defined below) are the applicable ones.

If you have any questions concerning the Terms and Conditions or the Data Protection Policies, you can contact us through one of the communication channels available at our website.

The Contract (as defined below) may be performed, at your request, in any of the languages in which the Terms and Conditions are available on this website.

#### **2. Our Details**

The sale of items through this website is carried out under the trademark BERSHKA by “ITX HELLAS SINGLE MEMBER S.A.”, a Greek company with its registered offices at 59 Stadiou St, Athens, Greece, with Tax Identification Number 094352564 at Athens Tax Office for Commercial Companies.

#### **3. Your Details and Your Visits to this Website**

The information or personal details that you provide us will be processed in accordance with our Data Protection Policies. By using this website you consent to the processing of such information and details and declare that all the information and details you have provided us are true and accurate.

#### **4. The Use of our Website**

By using this website and/or by placing an order through it, you undertake:

- a) To use the website only to submit legitimate questions or orders.
- b) Not to place false or fraudulent orders. If we reasonably consider that such an order has been placed, we have the right to cancel the order and inform the relevant authorities.
- c) To provide us with a correct and accurate e-mail address, postal address and/or other contact details. You also agree that we may use this information to contact you should that be considered necessary (see our Privacy Policy).

If you do not give us all the information we need, we will be unable to process your order.

By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

## **5. Availability of Services**

Items offered through this website are only available in Greece (excluding the Holy Mountain on Athos Peninsular).

If you wish to order items via this website from an EU member state other than Greece, you are welcome to do so. However, the items ordered can only be delivered to a Bershka store or to an address in Greece.

## **6. How the Contract is Formed**

The information contained in these Terms and Conditions and the details contained on this website constitute an invitation to treat, not an offer for sale. No contract is deemed to have been formed between us and yourself in respect of any items until we have expressly accepted your order. If we do not accept your order and money has already been debited from your account, it will be refunded in full.

To place an order, you will be asked to follow the purchasing process and to click on the "Authorize Payment" button. You will then receive an e-mail from us confirming receipt of your order ("Order Confirmation"). Please note that this does not mean that your order has been accepted, as your order constitutes a proposal from yourself to us to purchase one or more items. All orders are subject to our acceptance. We confirm our acceptance by sending you an e-mail confirming that the item has been shipped ("Shipping Confirmation"). The contract for the purchase of an item between us (the "Contract") will only be deemed to have been concluded when we send you the Shipping Confirmation.

The Contract will only apply to the items for which we have confirmed shipment in the Shipping Confirmation. We are not obliged to supply you with any further items which may have been part of your order until shipment of those items has been confirmed in a separate Shipping Confirmation.

## **7. Availability of Items**

All orders for items depend on their availability. Therefore, in the event of supply difficulties or where items are out of stock, we reserve the right to inform you about similar items of equal or higher quality and value which you can order. If you do not wish to order such similar items, we will issue a full refund of any payment you may have made.

## **8. Rejected Order**

We reserve the right to withdraw any items from this website at any time and/or remove or edit any material or content on this website. Although we make every possible effort to process all orders placed with us, exceptional circumstances may arise in which we may need to refuse to process an order after we have already sent you an Order Confirmation, which we reserve the right to do at any time at our complete discretion.

We accept no liability towards you or towards any third party for the withdrawal of any items from this website or for the removal or editing of any material or content on this website or for refusal to process or accept an order after we have sent you an Order Confirmation.

## **9. Delivery**

Without prejudice to the provisions of clause 7 above concerning the availability of items and any exceptional circumstances, we will make every possible effort to complete your order for the item(s) listed in the Shipping Confirmation by the delivery date stated in the Shipping Confirmation or, if no delivery

date is stated, within the estimated delivery time shown when you select a payment method and, in all cases, within a maximum of 30 days from the date of the Order Confirmation.

However, delays may occur where items have to be adjusted to the customer's needs or depending on the delivery area or in unforeseen circumstances.

With regard to the virtual gift card, we will send it by the date you indicate when you place the order.

If we are unable to meet the delivery date for any reason, we will advise you accordingly and will give you the option to either continue the purchase, in which case we will set a new delivery date on our side, or of cancelling the order with a full refund. Please note, however, that we do not deliver on Saturdays or Sundays, except in the case of the virtual gift card, which will be delivered on the date you indicate.

For the purpose of these Terms and Conditions, "delivery" will be deemed to have taken place or the order will be deemed to have been delivered when you or a third party you have designated other than the carrier acquires physical possession or control of the items, which will be evidenced by signature of the proof of receipt of the order at the agreed delivery address. The virtual gift card will be deemed to have been delivered in accordance with the Terms of Use of Gift Cards, and in all cases on its delivery date to the e-mail address you provide us.

#### **10. Inability to Deliver**

If we are unable to deliver your order to you, we will try to find a safe place to leave your parcel. We will also leave a note explaining where your order is and what you have to do to collect it. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another day.

If the order still could not be delivered after 14 days from the point at which your order is available for delivery and for reasons for which we are not to blame, we will assume that you wish to cancel the Contract and the Contract will be deemed as terminated. As a result of the termination of the Contract, we will return all payments received from you including delivery charges (except for any additional delivery charges resulting from your choice of a delivery method other than the basic and least expensive method offered) as quickly as possible and, at any rate, within 14 days of the date that the Contract was terminated.

Please note, however, that carriage resulting from termination of the Contract may involve a higher cost, which we are entitled to charge you.

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

#### **11. Transfer of Risk and Ownership of Items**

Liability for the items passes to you from the time at which you or a third party you designated other than the carrier acquires physical possession or control of the items.

Ownership of the items passes into your hands either when we receive full payment from you of all sums owed in respect of the items, including delivery charges, or when they are delivered (as defined in Clause 9 above), if this occurs after payment.

## **12. Price and Payment**

The price of each item will be as stipulated on our website at any time, except in cases of obvious error. We always take care to ensure that all prices on the website are accurate; however, errors may occur. If we discover an error in the price of any item 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 of cancelling it. If we are unable to contact you, we will treat your order as cancelled and we will issue a full refund of any payments you have made.

We are not obliged to provide you with any items at the incorrect lower price (even if we have sent you the Shipping Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

The prices on our website include VAT but the delivery charges do not, which are added to the total price shown in the Purchase/Delivery Charge Guide, the content of which forms an integral part of these Terms and Conditions.

Prices are liable to change at any time, but other than as set out above, any changes will not affect orders for which you have already been sent an Order Confirmation.

Once you have selected all the items you wish to purchase, they will be added to your basket and your next step will be to place the order and make payment. To do this, you must follow the steps of the purchase process by completing or verifying the information requested in each step. Furthermore, you can modify the details of your order during the purchase process prior to payment. You can find a detailed description of the purchase process in the Purchasing Guide. In addition, if you are a registered user, a record of all your orders is available in the “My Account” area.

Payment can be made using Visa, Mastercard, American Express credit cards and via PayPal.

You can also pay all or part of the value of your order with a BERSHKA gift card or credit voucher, which can be issued by ITX HELLAS SINGLE MEMBER S.A.

To minimize the possibility of unauthorized access, your credit card details will be encrypted. As soon as we receive your order, we will request preliminary approval of your card to confirm that there is sufficient credit available to complete the transaction. Your card will only be debited once your order has been shipped from our warehouse for delivery.

If payment is made via PayPal, the amount will be charged on confirmation of your order.

By clicking the “Authorize Payment” button, you are confirming that the credit card belongs to you or that you are the legitimate holder of the BERSHKA gift card or credit voucher.

Credit cards are subject to validation checks and approval by your card issuer. If your card issuer does not authorize the payment, we will not be liable for any delay or non-delivery and we will be unable to enter into a Contract with you.

### Orders via online devices available in stores and how to pay for these orders

If you place an order through one of the electronic devices available for this purpose in BERSHKA shops in Greece, you must follow the purchasing procedure steps that appear on the device by completing or verifying the information requested at each step. You can modify the details of your order during the

purchase procedure, before the payment stage. You must choose the payment method and whether or not you want a gift receipt (if this option is available) before submitting your order definitively. Please note that at the time you click on the "Payment Approval" button on the device's screen, your order becomes binding and you are obliged to pay for it.

Payment can be made with Visa, Mastercard and American Express credit cards, and the above formalities apply for validating and approving your card. You also have the option to pay for your order at the store's cash desk, in which case payment can be made using all forms of payment that are available at the store.

### **13. Purchase as a Guest**

Using the functionality of guest purchase ("purchase as a guest") makes it easier for you to place orders on our website, as you do not have to enter delivery, billing and payment details for each purchase. The purchase as a guest option is available in the basket section.

You have the option to save your card details to use purchase as a guest. You can do this by ticking the "Save my card details" option when making a payment with any of the cards accepted by this website. This means that the following details of your card will be saved: Card number, card holder's name as it appears on the card and card expiry date.

You will need to accept the applicable terms and conditions and the data protection policies in order to save your card details and use the express checkout option.

By agreeing to use Purchase as a Guest, you allow purchases to be charged to the card registered for that service. The use of your cards is governed in all cases by the terms and conditions which you have agreed to with your card issuer.

You can save the details of as many cards as you like for the Purchase as a Guest functionality, provided that you have made at least one payment with each of them. If you wish to save the details of more than one card, details saved for the most recent one will be considered your "favorite" card & purchases made via the Purchase as a Guest will be charged to it by default. However, you may change your favorite card in the "My Account" section of this website. To use Purchase as a Guest, all you need to do is click on the "Purchase as a Guest" button that appears in the shopping basket. The delivery, billing and payment details for your purchase will immediately appear on the screen. The information that appears on this screen cannot be edited. Therefore, if any of the details are incorrect, you should not complete the purchase. Do not use Purchase as a Guest, if you want to make purchases using different details. You may change your favorite card linked to the express checkout option in the "My Account" section of this website.

### **14. Value Added Tax**

All purchases made through this website are subject to Value Added Tax (VAT) in accordance with current regulations and legislation.

For the purpose of VAT, the place of supply in accordance with Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax is the Member State in which the address to which the items are to be delivered is located and the VAT must be applied at the rate in force in each Member State in which the items are to be delivered according to the orders placed.

Based on the applicable rules and the legislation of each jurisdiction, the “reverse charge” rule (Article 194 of Directive 2006/112) may apply to items for delivery in certain Member States of the European Union where the customer is or is required to be taxed for the purposes of VAT. In that case, we will not charge VAT, subject to confirmation by the consignee that the VAT charged on the items supplied will be paid by the customer under the reverse charge procedure.

## **15. Returns Policy**

### **15.1 Statutory Right of Withdrawal**

#### Right of Withdrawal

If you are contracting as a consumer, you may withdraw from the Contract (except in cases involving any of the items referred to in clause 15.3 below, in which there is no right of withdrawal) within 14 calendar days for any reason. Gift card returns are governed by the relevant Terms of Use of Gift Cards.

The withdrawal deadline expires 14 calendar days after the day on which you or a third party you designate other than the carrier acquired physical possession or control of the items or, in the case of an order for several items, 14 calendar days after the day on which you or a third party you designate other than the carrier acquired physical possession or control of the final item.

You may exercise your right of withdrawal by notifying us through one of the communication channels available at our website of your decision to withdraw from this Contract or by sending us a letter by post. You can also use the cancellation form set out in the Appendix, although it is not obligatory.

In order to meet the withdrawal deadline, all you need to do is to send your communication concerning your exercise of the right of withdrawal before the cancellation period expires.

#### Effects of Statutory Withdrawal

If you withdraw from this Contract within the first 14 days as above described, we will refund all payments received from you, including delivery charges to the original place of delivery (except for any additional delivery costs resulting from your choice of a delivery method other than the basic and least expensive method we offer under clause 15.3 below) without delay and in any event within 14 days from the day on which we were informed of the withdrawal. Payments will be refunded using the same payment method used for the original transaction. In any event, you will not be charged with any other expenses for your refund. Without prejudice to the above, we may always withhold the refund either until we have received all the items back or until we have received evidence that you have returned the items, whichever is earlier.

Items may be sent back using one of the ways described below under clause 15.3.3 without undue delay and no later than 14 days from the day on which you informed us that you were withdrawing from this Contract. You will be considered to have done this in time if you have handed the items over for shipment before the 14-day deadline expires.

Unless you hand the goods over in a BERSHKA store in Greece, you shall bear the direct cost of returning the goods.

You are always liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods

### **15.2 Contractual Right of Withdrawal**

In addition to your statutory right of withdrawal as referred to in clause 15.1 above, you have a period of 30 days from the date of delivery of the items to return the items (with the exception of the items referred to in clause 15.3 below, for which there is no right of withdrawal).

Gift card returns are subject to the Terms and Conditions of Use for Gift Cards.

If you return the items on time in terms of the period for contractual withdrawal, but out of time in terms of the period for statutory withdrawal, you will only be refunded the value of the returned items. You must pay the direct costs of returning the items in question, unless you use one of the free return methods described in clause 15.3.3 below.

You may exercise your right of withdrawal in accordance with clause 15.1 above; however, if you inform us of your withdrawal after expiry of the deadline for statutory withdrawal, you must in any event return the items to us within 30 days as from the Shipment Confirmation. Should you not return the goods to us within the 30 day term as from the Shipment Confirmation, then we are entitled not to accept the products and we may return them back to you

### **15.3 Joint Provisions (for both forms of withdrawal)**

1) EXCEPTION FROM WITHDRAWAL RIGHT: Due to their special features, some of our items that follow may either not be returned or may have to fulfill certain criteria in order to be returned:

- Items that have been adjusted to the customer's requirements (personalized/customized) cannot be returned at all.
- Music CDs/DVDs not in their original wrapping cannot be returned at all.
- Bath clothes (including swimming suits etc): must include the hygiene sticker in order to be returned, otherwise they cannot be returned.
- Accessories: they need to be returned with their original packaging and without any manipulation; otherwise they cannot be returned.
- Fragrances and beauty collection: must be returned in the same original packaging, sealed; otherwise they cannot be returned.
- Packs: are indivisible and the items must be returned all in the original packaging; otherwise they cannot be returned.
- Underwear, tights, stockings, earrings, necklaces and hair accessories cannot be returned or exchanged for hygienic reasons.

2) PROPER CONDITION OF RETURNED PRODUCTS: Your right of withdrawal from the Contract only applies to items returned in exactly the same condition as you received them. You will not receive any refund for items used after they were opened if the item is not in the same condition as when it was delivered or if it has been damaged. You should therefore take good care of the items while they are in your possession. In any case you are always liable for any reduction in the value of the items resulting from their handling which alters their nature, characteristics and functioning. Please return the items using or including their

original packaging, instructions and other documents, if any, accompanying the items. In any event, you must return the items including the receipt which you received upon delivery of the item. When you receive the order, you will find a summary of how you can exercise your right of withdrawal.

### **3) METHODS OF RETURNS – COST OF RETURNS**

Following withdrawal, the items concerned must be returned as follows:

#### **a) RETURNS TO ANY BERSHKA STORE**

- i) You may return any item to any Bershka store in Greece which has the same section to which the items you wish to return belong to. In that case, you must go to the store and hand over the item along with the purchase ticket. You can keep said receipt on your mobile phone, print it out or show your BERSHKA QR code, which you will find by going to the “Purchases” section of the BERSHKA app.
- ii) Returns of products ordered via electronic devices available in shops and paid at the shop’s cash desk. Please note that with regard to orders placed via an electronic device at one of BERSHKA shops in Greece and paid for at the store’s cash desk, the return of the products can only be made at BERSHKA shops in Greece and not in the manner directly below “b” or “c” hereinbelow nor in any other way.
- iii) **COST OF RETURNS AT A STORE:** Any return made at a BERSHKA store is always free of charge.

#### **b) RETURNS AT A COLLECTION (DROP-OFF) POINT**

- i) You may return the products at one of the collection points of the associated courier/partner available in Greece. To do this, you should request the return from the “Returns” section of “My Account” on the website and follow the directions provided in there in order to return them at one of the collection points of the associated courier/partner available in Greece. If you have made your purchase as a guest, you should request the return via the Drop-Off method by following the instructions given at the HELP/RETURNS section of our website (<https://www.bershka.com/gr/en/shopping-guide.html?section=general-info>). In any case you may always contact us through one of the communication channels available at our website. You must return the item in the same package that you received it.  
In the event that you wish to return items from different orders, please keep in mind that you have to make as many returns as the number of the orders, namely you cannot return items from different orders with one single return.
- ii) **COST OF RETURN VIA THE DROP-OFF METHOD:** Should you choose the DROP-OFF method for returning a product from an order, you will be charged with the cost mentioned each time in “HELP/RETURNS” section of our website (<https://www.bershka.com/gr/en/shopping-guide.html?section=general-info>). This cost will be deducted from the refunded value of the returned product. If no cost is mentioned in that section this means the drop-off method is free of charge.

#### **c) RETURNS BY HOME COLLECTION:**

- i) You may return the products via the HOME COLLECTION method, in which case we will send a courier to pick up your package at the address of your choice. To do this, you should request the return from the “Returns” section of “My Account” on the website, following the rest of the instructions mentioned in there. If you have made your purchase as a guest, then you should request the return via the HOME COLLECTION option by following the instructions



given at the HELP/RETURNS section of our website. In any case you may always contact us through one of the communication channels available at our website. You must return the item in the same package that you received it.

In the event that you wish to return items from different orders, please keep in mind that you have to make as many returns as the number of the orders, namely you cannot return items from different orders with one single return.

- ii) COST OF RETURN BY HOME COLLECTION: Should you choose the HOME COLLECTION method for returning a product from an order, you will be charged with the cost mentioned each time in “HELP/RETURNS” section of our website (<https://www.bershka.com/gr/en/shopping-guide.html?section=general-info> ). This cost will be deducted from the refunded value of the returned product.

4) PROCEDURE FOLLOWING A RETURN: After examining the returned product in detail, we shall inform you of whether you have the right to reimbursement. Delivery costs will be reimbursed only when the legal right of withdrawal is exercised within the statutory period and under the very specific conditions mentioned in clause 15.1 above (please see “Effects of Withdrawal”). We will process your refund as soon as possible and, in any case, within 14 days of you having informed us of the withdrawal. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase. You shall be responsible for the cost and risk of returning the items to us, as indicated above. If you have any questions, you can contact us through one of the communication channels available at our website.

#### **15.4 Returns of Defective Items**

In the case where you consider that the product you have ordered, at the time of delivery, does not conform to the terms of the Contract, you must contact us immediately through one of the communication channels available at our website, describing in detail the product and its defect, and we will provide you with further instructions for subsequent action. You may return the product through any of the available return methods mentioned hereinabove. The product must be returned together with the receipt you have received upon its delivery. Upon receipt of the returned product, we shall carefully examine it and notify you via email within a reasonable time period of your right to a replacement or refund (as appropriate). We aim to process the refund or replacement of the product as soon as possible and, in any case, within 14 days from when we confirm via email that you are entitled to a refund or replacement for the defective product. In the case of a defective product, the amount paid shall be reimbursed in full, including a refund of the delivery charges and any reasonable costs incurred by you in returning the item. This provision does not affect your statutory rights under the legislation in force.

#### **15.5. Right of cancellation and return of items ordered from abroad**

If you have ordered items through this website from a Member State of the European Union other than Greece, the above information on returns applies with the restriction that returns under the options “b” and “c” of clause 15.3.3 herein above can only be made to an address or drop-off point located in Greece.

In any case we are under no obligation to pay the cost of returns outside of Greece.

#### **16. Liability and Disclaimer**

Unless otherwise expressly stipulated in these Terms and Conditions, our liability in connection with any item purchased through our website is strictly limited to the amount of the purchase price of the product in question.

Without prejudice to the above, our liability is not excluded or limited to the following cases:

- a. For death or personal injury caused by our negligence;
- b. For fraud or fraudulent misrepresentation; or
- c. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit our liability.

Without prejudice to the previous paragraph and to the fullest extent permitted by law, and unless stipulated otherwise in these Terms and Conditions, we will not accept any liability for the following losses, regardless of the cause:

- a. Loss of income or revenue
- b. Loss of commercial activity
- c. Loss of profit or contracts
- d. Loss of expected savings
- e. Loss of data; and
- f. Loss of time management or working hours.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

All item descriptions, information and material posted on this website are provided “as they are” and without any further warranty, whether express or implied, other than statutory warranties. In that sense, where you are contracting as a consumer or user, we are obliged to deliver items that comply with the Contract and accept liability for any noncompliance that exists at the time of delivery. Items are considered to comply with the Contract where: a) they comply with the description and the qualities that we have described on this website, b) they are fit for the purposes for which items of their kind are normally used and c) they have the quality and performance which are normal in items of the same type and which can reasonably be expected. To the fullest extent permissible pursuant to law, we disclaim all other warranties other than those that may not lawfully be excluded in the case of consumers and users.

Nothing in this clause affects your rights as a consumer or user, or your right of withdrawal from the Contract.

## **17. Intellectual Property**

You acknowledge and agree that all intellectual property rights, trademarks and all other intellectual property rights in connection with all the material and the content supplied as part of the website belongs to us or to our licensors at all times. You are only permitted to use this material to the extent expressly authorised by ourselves or our licensors. This does not prevent you from using this website to the extent necessary to create a copy of an order or the details of the Contract.

## **18. Viruses, Hacking and other Cybercrimes**

You may not misuse this website by knowingly introducing viruses, trojan horses, worms and other malware or other material which is malicious or technologically harmful. Unauthorised access to this website and to its server, or to any other server, computer or data base linked to our website is not permitted. You agree not to attack this website via a denial of service attack or via a distributed denial of service attack.

Breaching this provision may be a criminal offence under the applicable legislation. Any such breach will be reported to the relevant law enforcement authorities, with which we will co-operate to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately.

We do not accept liability for any loss or damage resulting from any denial of service attack, virus or any malware or technologically harmful material that may damage your computer, its components, data or any other material resulting from the use of this website or from downloading its material or similar material on another website to which this website redirects.

## **19. Links on our Website**

Our website may contain links to other third-party websites and sources. Such links are provided exclusively for informative purposes and we do not have any control whatsoever over the contents of such websites or sources. Accordingly, we do not accept any liability whatsoever for any loss or damage which may arise from the use of such links.

## **20. Written Communication**

Applicable laws require that some of the information or communications we send to you should be in writing. When you use our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

## **21. Notices**

All notices we receive from you should be submitted through one of the communication channels available at our website.

Without prejudice to Clause 20 and as may be otherwise provided for, we may give notice to you either by e-mail or at the postal address you provided to us when placing your order. The notice towards you will be deemed properly served and received immediately when posted on our website or 24 hours after an email is sent or three days after the date of the posting of any letter. The fact that the letter in question was properly addressed, stamped and posted and, in the case of an e-mail, that the e-mail in question was sent to the specified e-mail address of the addressee will constitute sufficient proof of delivery of any notice.

## **22. Transfer of Rights and Obligations**

The Contract between yourself and us is binding for both sides as well as for our respective successors and assignees.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising from it without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising from it, at any time during the term of the Contract. To avoid doubt, any such transfer, assignment, charge or other disposal will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any express or implied warranty which we may have provided to you.

### **23. Events of Force Majeure**

We will not be liable or responsible for any inability to perform, or a delay in the performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Event of Force Majeure).

An event of Force Majeure means any act, event, inability to perform, omission or accident beyond our reasonable control and specifically includes (but is not limited to) the following:

- a. Strikes, lock-outs or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of a terrorist attack, war (whether declared or not) or a threat of or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d. Inability to use railways, ships, aircraft, motor vehicles or other means of public or private transport.
- e. Inability to use public or private telecommunication networks.
- f. Acts, decrees, laws, regulations or government restrictions.
- g. Any strike, damage or accident of shipping or postal services or other means of transport.

The performance of our obligations under any Contract is deemed to be suspended for the duration of any Event of Force Majeure and the time for performing our obligations will be extended by a period of time equal to the duration of that period. We will make every reasonable effort to bring the Event of Force Majeure to a close or to find a solution which makes it possible to fulfil our obligations under the Contract despite the Event of Force Majeure.

### **24. Waiving of Rights**

If we fail at any time during the term of a Contract to insist upon strict performance of your obligations under the Contract or any of these terms and conditions, and/or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract or these Terms and Conditions, this will not constitute a waiver on our part nor a limitation of such rights and remedies and will not relieve you from the obligation of complying with such obligations on your part.

A waiver of any individual claim on our part will also not constitute a waiver of any similar claim in the future.

A waiver of any of these Terms and Conditions or of the rights and remedies which we have under the Contract on our part will not be deemed valid unless it is expressly stated to be a waiver and you are notified in writing in accordance with the above clause concerning Notices.

## **25. Partial Invalidity Clause**

If any of these Terms and Conditions or provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms and conditions or provisions will to that extent be severed from the remaining terms and conditions and provisions, which will continue to be valid to the fullest extent permitted by law.

## **26. Full Agreement**

These Terms and Conditions and any document expressly referred to herein constitute full agreement between us in relation to the subject matter of each Contract and replace any previous written or verbal agreement, understanding or arrangement between us.

We both acknowledge that, prior to the Contract in question, neither of us relied on any statement, undertaking or promise that may have been made by the other party or which was suggested verbally or in writing during the negotiations as reason for entering into a Contract between us, unless expressly stipulated otherwise in these Terms and Conditions.

Neither party may exercise a remedy in respect of any false statement made by the other party before the date of each Contract (unless that statement was made fraudulently), whether verbally or in writing, and the exercise of remedies by the other party will only be allowed for any breach of the Contract, as provided for in these Terms and Conditions.

## **27. Our Right to Modify These Terms and Conditions**

We reserve the right to revise and amend these Terms and Conditions at any time.

You will be subject to our policies and Terms and Conditions in force at the time that you order items from us or use this website, unless any change to those specific policies, our Terms and Conditions or the Privacy Policy is required to be made by law or a governmental authority, in which case any changes will also apply to orders you placed prior to the changes.

## **28. Law and Jurisdiction**

The use of our website and the Contracts for the purchase of items through it are governed by Greek law.

Any dispute arising from or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Greek courts.

If you enter into a contract as a consumer, nothing in this clause will affect your statutory rights.

## **29. Comments and Suggestions**

Your comments and suggestions are always welcome. Please send us all comments and suggestions via our online contact form.

If you as a consumer consider that your rights have been breached, you may address your complaints to us through one of the communication channels available at our website, in order to seek an out-of-court settlement.

If you have made an online purchase via our website, we hereby inform you in accordance with the European Regulation (EU) No. 524/2013 that you are entitled to pursue a settlement regarding a consumer dispute out of court via the Online Dispute Resolution Platform, which is accessible at <http://ec.europa.eu/consumers/odr/>.

Last updated: 06.06.2024

## APPENDIX

### Withdrawal Form

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

To: ITX HELLAS SINGLE MEMBER S.A, trading as BERSHKA, 59 Stadiou Street, Athens, Greece.

Please be advised that I am withdrawing from this sales contract in respect of the following items:

Order/delivery date (\*):.....

Consumer's Name:.....

Consumer's Address:.....

Consumer's Signature (only when this form is submitted in writing):.....

Date:.....

(\* ) Delete as appropriate

## **TERMS AND CONDITIONS OF USE OF “BERSHKA” APP FEATURES**

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on BERSHKA's App (as defined below). These Terms are in addition and without prejudice to the Terms and Conditions of Purchase of [www.bershka.com/gr](http://www.bershka.com/gr).

Features available on the App include: (i) the option to purchase goods via BERSHKA's App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of [www.bershka.com/gr](http://www.bershka.com/gr); (ii) the option to manage receipts for purchases made on BERSHKA's online stores (the "Online Store"); (iii) the option to receive the electronic receipt or electronic proof of purchase, by showing at BERSHKA's Physical Stores the designated exclusive QR for such purposes; and (iv) the option to use the Camera Kit available in the App, through which users may simulate using products available along with virtual props ("Camera Kit") under the terms and conditions set out below. Both Physical Store and Online Stores are operated in Greece by the company "ITX HELLAS SINGLE MEMBER S.A.", having its registered office at 59 Stadiou str, Athens, Greece, number of registration in the Business Register of Athens: 935101000, Fiscal Code and VAT Number: 094352564.

### **1. GENERAL DESCRIPTION OF THE SERVICE**

#### **1.1 Purchase of goods on [www.bershka.com](http://www.bershka.com) via BERSHKA's APP**

Customers can purchase goods on [www.bershka.com](http://www.bershka.com) via BERSHKA's App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of [www.bershka.com](http://www.bershka.com), which you need to accept upon purchasing any good.

#### **1.2 Management of receipts for purchases made on the Online Store**

The receipts for purchases made on the BERSHKA Online Store will be stored on the App, specifically in the 'My Purchases' section.

#### **1.3 Obtaining an electronic receipt**

When paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable Terms and Conditions, according to the commercial policy of BERSHKA, and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt. Therefore, it is paramount that you understand that by using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the BERSHKA website.

In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail.

If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

#### **1.4 Scan receipts**

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can use this electronic receipt to make returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, BERSHKA's commercial policies, and all relevant legislation.

#### **1.5 Camera Kit**

The Camera Kit feature available in the App is a technology provided by SnapChat which enables users to simulate using products with virtual props through the use of their camera and take photographs or videos of them. The photographs or videos can only be stored in the gallery of the user's device or be shared directly by the user on the social media platforms that they are connected to and that are available for this feature.

BERSHKA does not guarantee that any result obtained will suit the needs of users or be fit for any purpose or aim sought. It cannot guarantee the quality of the result or any exclusivity over the virtual props.

As the user, you guarantee that: (i) you are the holder of all economic and moral rights over the photograph, exonerating BERSHKA from any type of legal liability relating to the copyright and intellectual property over this content, and that (ii) this photograph (a) will not infringe the rights (including, by way of example, intellectual property or industrial property rights, the right to self-image or personal privacy or any other rights) or interests of third parties, or any applicable standard or legislation (whether international, Spanish or other) and (b) will not reproduce the image of people other than you, nor will it



include any element that may be considered offensive or discriminatory (be it on the grounds of race, religion, gender, sexual orientation, or political or union affiliation), unlawful, threatening, libelous, defamatory, obscene, pornographic or indecent, or otherwise inappropriate.

## **2. AVAILABILITY OF SERVICES OFFERED VIA THE APP**

In accordance with applicable laws, we reserve the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, be it generally or in particular for one or more users, any or all of BERSHKA'S App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

## **3. LIABILITY**

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using BERSHKA'S App in its different features. You agree to use BERSHKA'S App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of BERSHKA'S App.

You will be liable in the following cases:

- a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorised by you without our knowledge;
- b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

## **4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP.**

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having authorised their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).
- Protection or identification technical devices that the Property may contain (e.g. watermarks, fingerprints, etc.,). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorises users to access and use the Properties in accordance with these Terms.

Users are not authorised to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes.

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

The Company does not grant users any licences or authorisations to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licences granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action against any other use by users which:

- does not comply with the terms and conditions herein laid down;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.

Last updated: 04.06. 2024