

## **GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE**

### **1. INTRODUCTION**

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of this website ([www.bershka.com](http://www.bershka.com)) and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When using this website or placing an order on it, you are bound by these Conditions and our Data Protection Policies. If you don't agree with the Conditions and with the Data Protection Policies, do not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the Conditions at the time of using the website or concluding of the relevant Contract (as defined further on) shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the contact form.

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

### **2. OUR DETAILS**

Sale of goods through this website is carried out under the name Bershka by ITX Magyarország Kft., with registered address at Rákóczi út 1-3. 6. emelet, H-1088 Budapest, with e-mail address [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com), with telephone number (+34)680982539, registered under company registration no. 01-09-726741, with Tax Number HU 13270557 and NAIH registration number 133508/2017.

### **3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE**

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

### **4. USE OF OUR WEBSITE**

When you use this website and place orders through it, you agree to:

- i. Use this website to make enquiries and legally valid orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the competent authorities.
- iii. Provide us with your email address, postal address and/or other contact details truthfully and exactly.

You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into binding contracts.

## **5. SERVICE AVAILABILITY**

Delivery service for the articles offered on this website is available in Hungary only.

If you wish to order products from another EU member state outside of Hungary via this website you are of course welcome to do so; however, the ordered product(s) can only be delivered to a Bershka shop in Hungary or a delivery address within Hungary.

## **6. FORMALISING THE CONTRACT**

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, but rather an invitation to enter into a contract. There shall be no contract between you and us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been charged, you shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click on "Confirm payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). This does not mean that your order has been accepted. Your order is an offer that you are making to us to buy one or more products. All orders are subject to our acceptance. You will be informed of our acceptance via an email in which we will confirm that the order is being sent (the "Delivery Confirmation"); please see also the provisions in Clause 12.2 (Ordering with the help of electronic devices) below. The contract to buy a product (the "Contract") is concluded only when we send you the Delivery Confirmation. These Conditions and the Contract constitute an agreement between us, and a copy of the agreement will be accessible to you through a link attached to the e-mail with the Order Confirmation.

A summary of the details of your order will be attached to the Delivery Confirmation ("e-ticket").

## **7. AVAILABILITY OF PRODUCTS**

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

## **8. REFUSAL TO PROCESS AN ORDER**

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website, or for removing or modifying any material or content from the website or not processing an order once we have sent the Order Confirmation.

## **9. DELIVERY**

Notwithstanding Clause 7 above regarding product availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances or the delivery zone.

As for the virtual gift card (hereinafter referred to as "eCard"), we will deliver it on the date indicated by you when placing the order.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays, Sundays or bank holidays, except in the case of the eCard which will be delivered on the date specified by you.

For the purpose of these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated.

The eCard will be considered delivered as set out in the Terms of Use of the gift card and, in any case, at the time of sending this to the email address specified by you.

If you have chosen "Deliver to store" as the delivery method we will inform you after your order if "instant delivery" is available for the items in your order. Since this service depends on inventory and other factors, it cannot be guaranteed for all orders. If we have informed you that "instant delivery" is available, your order will be ready for collection at the store of your choice earlier than the estimated delivery date stated in our Shopping Guide on our website. In this case, we will inform you of the earliest possible pick-up time as soon as your order has been prepared at the store. You can either collect the order yourself (by showing the QR-Code on the e-ticket that was attached to the Delivery Confirmation - which is also saved under your account on our website, and on Bershka mobile app - to any of the employees in the store; you can present the QR-Code either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket) or authorize another person to collect it on your behalf. In this case, the authorised person must present the before-mentioned QR-Code to any of the employees.

## **10. INABILITY TO DELIVER**

If it is impossible for us to deliver your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse.

We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organize delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

This clause does not apply to the eCard, whose delivery is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 9 above.

## **11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS**

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 9 above.

You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery (as defined in Clause 9 above), if that were to take place at a later time.

## **12. PRICE AND PAYMENT**

### **12.1 General Information**

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform 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, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipment 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 the website include VAT, but exclude delivery charges, which are added to the total price as indicated in our Shopping Guide (see the section on Delivery Charges).

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the

purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the following: Visa, MasterCard, American Express, INCARD and PayPal. Also, you can pay all or part of the price of your purchase with a gift card, eCard or a voucher issued by ITX Magyarország Kft. for the brand Bershka for Hungary; gift cards shall not be paid by means of another gift card.

To minimise the risk of non-authorized access, your card details will be encrypted. Once we receive your order, we request a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order.

When you click "Confirm payment", you are confirming that the credit card is yours or you are the rightful holder of the gift card/eCard or the voucher.

Credit cards are subject to verification and authorisation by the card issuing entity. If the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

ITX Magyarország Kft. has commissioned Fashion Retail, S.A. with its corporate seat at Avda de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain), registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1<sup>st</sup> entry, and tax identification number A-70301981, with the processing of all payments made via this website and making refunds.

## **12.2 Ordering with the help of electronic devices**

If you are placing your order through one of the devices that are available at certain stores in Hungary for this purpose, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You must choose your payment method before you place your order. Please note that a binding order is placed at the time that you press the relevant "Confirm payment" button on the device screen, and you are required to pay for your order once it has been placed. After doing so, you will receive the Order Confirmation e-mail or a SMS (if you have only provided us with your mobile number) confirming receipt of your order. You will be informed by the Delivery Confirmation e-mail or via SMS (if you have only provided us with your mobile number) that the order is being accepted and sent; please see also the provisions in Clause 6 (FORMALISING THE CONTRACT) above. A summary of the details of your order will be attached to the Delivery Confirmation or the SMS. If you have chosen deliver to store as delivery method we will contact you by e-mail or SMS (if you have only provided your mobile number), when the order is ready to be collected.

Payment can be made by Visa, MasterCard or American Express, and the above provisions regarding validation checks and authorisation of your card will apply. You may also be given option to pay at the till in which case your payment can be made by any of the means of payment available in those stores.

Please note that if you place your order through an instore electronic device in Hungary, but wish to cancel the order, you must pay for the order and wait for the items to be delivered, before returning them in accordance with the returns policy described below (withdrawal from the contract).

### **13. BUYING GOODS AS A GUEST**

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continuing as a non-registered user.

### **14. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT).

### **15. EXCHANGE/RETURN POLICY**

#### **15.1 Statutory right of withdrawal**

##### Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last good ordered in one order.

To exercise the right of withdrawal, you may notify us at Bershka, by sending an email to [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com), through section "My account" or "Returns" of the website, by calling to (+34)680982539 or by writing to our contact form, of your decision to withdraw from this contract by an unequivocal statement (example: a letter sent by post or by e-mail) with order details (incl. order no. and the description of the product(s) which are being returned). You may use the model withdrawal form as set out in the Annex, but it is not obligatory. If you have bought any good as a guest you may exercise the right of withdrawal by following the link included in the Order Confirmation.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

If you decide to withdraw from this Contract, we will return to you all payments received from you (less return costs, if applicable, see Clause 15.3), including delivery charges to the original delivery place (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which

this Contract has been terminated. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any charges as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us at any Bershka store in Hungary without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you send back the goods or supplied evidence of having done so before the period of 14 days has expired.

You are only liable for any diminished value of the goods resulting from 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 the statutory right to cancel for consumers, mentioned in Clause 15.1 above, we grant you a period of 30 days from the date of shipment of the products to return the products (except those mentioned in Clause 15.3 below, for which the right to cancel is excluded).

The return of the gift card/eCard is also governed by the Terms of Use of the Gift Card.

In case you return the goods within the contractual term of the right of withdrawal after the statutory period has expired, you will only be reimbursed (less return costs, if applicable, please see Clause 15.3) with the amount paid for said products. Delivery charges will not be reimbursed.

You may exercise your contractual right of withdrawal in accordance with the provision of Clause 15.1 above. However, should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Delivery Confirmation.

### **15.3 Common provisions**

You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following Products:

- i. Customised items
- ii. Music CDs/DVDs without their original wrapping.
- iii. Sealed goods which are not suitable for return due to hygiene reasons and where unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No reimbursement will be made if the product has been used once it has been opened, for products that are not in the same condition as when they were delivered or if they have been damaged, so take care of the products(s) while in your possession.

Please return the products, if possible, by using or including all their original packaging. In any case, you must return/send the product to be returned together with the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the Bershka mobile app.

The return of the gift card/eCard is also governed by the Terms of Use of the Gift Card.

Upon cancellation, the respective products shall be returned as follows:

(i) Returns at any Bershka store:

You may return any product to any Bershka store in Hungary which has the same section as the product you wish to return belongs to. In such case, you should go to such store and present the product(s) with the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket. This option is free of charge.

“Ordering with the help of electronic devices”: Please note that in respect of orders (ordered product(s)) that were originally placed through electronic devices in a store in Hungary and that were paid for at the till of that store, returns can only take place in any Bershka store in Hungary (not otherwise).

(ii) Returns by Courier:

When returning the product(s) by Courier arranged by us, you should contact us through our contact form, through section “My account” or “Returns” of the website, by calling to (+34)680982539 or by sending an email to [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com), to arrange for the product to be collected at your home. You should send the product in its original packaging, if possible, and follow the directions on the "Returns" section of this website. If you have bought any goods as a guest, you may request returns by Courier by writing to our contact form, by sending an email to [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com) or by phone, dialing at (+34)680982539. Please be informed that you will bear the cost of returns by Courier; we will charge a fixed amount (regarding the amount we refer to “Returns” in the Help section on this website) which we will immediately deduct from the amount to be refunded.

(iii) Returns at drop points:

You may request a return at one of the available drop points in Hungary; for more details about the drop points and/or to learn more about how to proceed please follow the instructions under “Returns” section of this website. If you have bought any goods as a guest, you may request returns at collection points by writing to our contact form, by sending an email to [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com) or by phone, dialing at (+34)680982539. This option is free of charge.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid (less return costs if applicable, please see above or “Returns” section on this website). Delivery charges will be reimbursed when the right of withdrawal is exercised within the statutory period and all relevant goods are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risks of returning the products to us, as indicated above.



If you have any questions, you can contact us on our contact form.

#### **15.4 Returns of defective products**

If you think that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately by writing to our contact form, through section “My account” or “Returns” of the website, by calling to (+34)680982539 (toll free call depending on your mobile network) or by sending an email to [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com), providing the product details and the damage sustained.

You must return the product at any Bershka store in Hungary, request a return at a drop point in Hungary or giving it to the courier that we send to your home. In any case, you must return / send the product to be returned together with the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website, and on the Bershka mobile app.

We will carefully examine the returned product and will notify you by email within a reasonable period if the product may be exchanged or whether you have a right for a refund (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming that refund or replacement of the product is going ahead.

If a defect or damage is confirmed on the returned products, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will always be paid using the same payment means you used to pay for your purchase.

All rights recognised in current legislation shall be, in any case, safeguarded.

#### **15.5 Right of withdrawal and return for orders from abroad**

If you have ordered products from outside Hungary from another EU member state via this website, the above clauses 15.1 - 15.3 apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Hungary. At the same time we would like to inform you that we are under no circumstances (with exception of cases of statutory warranty law to which this provision doesn't apply) obliged to reimburse shipping costs to places other than the original delivery address and/or the return costs from places outside Hungary.

### **16. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS**

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

- i. in case of death or personal harm caused by our negligence;
- ii. in case of fraud or fraudulent deceit; or
- iii. in any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

- i. loss of income or sales;
- ii. operating loss;
- iii. loss of profits or contracts;
- iv. loss of forecast savings;
- v. loss of data; and
- vi. loss of business or management time.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly on this website.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery.

It is understood that the goods are in conformity with the Contract if they:

- (i) comply with the description given by us and possess the qualities that we have presented in this website;
- (ii) are fit for the purposes for which goods of this kind are normally used;
- (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be expected.

To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately.

#### Information on statutory warranty, product warranty and guarantee rights of consumers

i. In the event of defective performance by us, you are entitled to make a warranty claim against us in line with the provisions of the Civil Code. Primarily, you are entitled to claim, at your choice, either the repair or the replacement of the defective product, except if the chosen warranty claim is impossible to comply with or if it results in disproportionate expenses on our part. If repair or replacement was not requested or proved to be impossible, you have the right to ask for a proportional reduction of the price, or you can repair the defect yourself or have it repaired at the our expense, and, ultimately, you also have the right withdraw from the Contract; if you are contracting as a consumer, you are not entitled to repair the defect yourself or have it repaired at our expense. You have to notify the defect to us without delay, but not later than 2 months after having detected the defect. If you notify the defect after one year from the date of purchase, you will need to prove that the product was already defective at the time of the purchase. Your warranty claim shall lapse after 2 years from the date of purchase;

ii. As an alternative to exercising the rights available to you under (i) above, you also have the right to make a product warranty claim if the product delivered by us is defective. The product is considered defective if it does not meet the statutory quality standards or if the product does not have the qualities listed in the product description we provided. Product warranty claims are limited to the repair or the replacement of the defective product. You can make a product warranty claim against either the manufacturer or the distributor of the defective product. When making a product warranty claim, the burden of proving the defect of the product is on you. The manufacturer (distributor) can only be

released from the liability, if it is not engaged in the business of manufacturing (distributing) the product, or if the defect of the product was not, at the time the product was sold, discoverable using prevailing state of the art scientific or technological procedures, or if the defect of the product results from the application of a legal provision or a mandatory administrative order;

iii. In the event that you purchased a durable product covered by the law on statutory guarantee obligation (such as watches, sunglasses or jewelry with a price exceeding HUF 10.000), you are entitled to exercise guarantee rights. The term of our guarantee obligation is (i) 12 months from the date of purchase if the price of the product is between HUF 10.000 and HUF 100.000, (ii) 24 months from the date of purchase if the price of the product is between HUF 100.000 and HUF 250.000, and (iii) 36 months from the date of purchase if the price of the product exceeds HUF 250.000.

Under the guarantee you have the same rights as set out in (i) above, with the provision that during the term of the guarantee obligation we can only defend your guarantee claim if we can prove that the product became defective after the purchase. Details of your guarantee rights are set out in the guarantee card delivered with the product

Any complaint you may have in connection with our services shall be sent to the email address [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com). We will respond to your query in writing, using the contact information you provide us with in your query.

If you have an unresolved complaint or dispute with us, you have the right to the turn to the consumer arbitration board operating in the county of your residence. The competent consumer arbitration board in Budapest is "Budapesti Békéltető Testület" (address: 1016 Budapest, Krisztina krt. 99. III. em. 310., mailing address: 1253 Budapest, Pf.: 10., e-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)).

No code of conduct referred to in the Act on the Prohibition of Unfair Business-to-Consumer Commercial Practices is applicable to us.

## **17. INTELLECTUAL PROPERTY**

You recognise and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the website belong to us at all times or to those who grant us the licence for their use. You may use said material only to the extent that we or the usage licensors authorise expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

## **18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this Clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure

to comply with this Clause, authorisation to use this website shall be suspended immediately. We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website/app or downloading content from the same or those to which this website/app redirects you.

## **19. LINKS FROM OUR WEBSITE**

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

## **20. WRITTEN COMMUNICATION**

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

## **21. NOTIFICATIONS**

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in Clause 21 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

## **22. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract is binding for both Parties, as well as for our respective successors, transferees and heirs.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the express and tacit warranties that we may have given you.

## **23. EVENTS BEYOND OUR CONTROL**

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- i. Strike, lockout or other forms of protest.
- ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- iv. Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.
- vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
- vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

## **24. WAIVING RIGHTS**

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalised and notified to you in accordance with the provisions of the Notifications section above.

## **25. PARTIAL ANNULMENT**

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

## **26. ENTIRE CONTRACT**

These Conditions and any document referenced in the same constitute the Entire Contract between the Parties as regards the purpose of the same, replacing any previous pact, agreement or promise made between the Parties verbally or in writing.

The Parties acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other Party or that could have been inferred from any statement or document in the negotiations entered into by the two Parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither Party shall take any action regarding any untrue statement made by the other Party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of contract in accordance with the provisions of these Conditions.

## **27. OUR RIGHT TO MODIFY THESE CONDITIONS**

We have the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy Policy. In this case the possible changes will also affect orders made previously by you.

## **28. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and the product purchase contracts through said website shall be governed by Hungarian legislation.

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the ordinary courts of Hungary.

If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognized in any applicable legislation in this area.

## **29. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contract form.

Moreover, there are official claim forms available to consumers and users. Those can be requested by calling at (+34)680982539 (A toll free call depending on your mobile network), by sending an email to [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com) or through the contact form.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com) in order to seek an out-of-court settlement.

In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute

with us out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>

Last updated on 1 October 2022

## **Annex**

Model withdrawal form

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

Address: ITX Magyarország Kft., trading as Bershka,  
Rákóczi út 1-3. 6. emelet, H-1088 Budapest  
and email address [contact\\_hu@bershka.com](mailto:contact_hu@bershka.com)

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on/received on (\*)

Name of consumer

Address of consumer

Signature of consumer (only for paper forms)

Date

(\*) Delete as appropriate