

**DEAR CONSUMERS,
TO PROTECT YOUR RIGHTS AND INTERESTS, YOU HAVE THE RIGHT TO
CONTACT:**

1. AUTHORIZED BODY FOR PROTECTION OF CONSUMER RIGHTS:

Committee for the Protection of Consumer Rights of the Ministry of Trade and Integration of the Republic of Kazakhstan

Address: Republic of Kazakhstan, Astana, Mangilik El Avenue,
8, administrative building "House of Ministries",
entrance 2

Office: +7 (7172) 75-06-88, 75-06-72,
mti@mti.gov.kz

Hotline for consumer consultation: +7 (7172) 74-95-28, 74-98-32, 75-06-49, 74-98-36

2. SUBJECT OF PRE-TRIAL SETTLEMENT OF CONSUMER DISPUTES:

National League of Consumers Republican Public Association of Consumers

Address: 050008, Republic of Kazakhstan, Almaty, st.
Shevchenko 164g, office 1.

Telephone: 8 (727) 277-89-45, 277-83-46

E-mail: nlp_astana@mail.ru

Website: www.potrebitel.kz

A complete list of consumer rights protection entities is specified in the Order of the First Vice Minister of Trade and Integration of the Republic of Kazakhstan dated November 14, 2022, No. 431-HK.

ALSO, IN THE EVENT OF VIOLATION OF YOUR RIGHTS AND INTERESTS, YOU HAVE THE RIGHT TO APPLY TO THE COURTS OF THE REPUBLIC OF KAZAKHSTAN.

**PUBLIC OFFER AND GENERAL TERMS AND CONDITIONS OF USE OF
THE WEBSITE AND APPLICATION**

1. INTRODUCTION

This public offer consists of the rules (together with the rules mentioned herein), terms and conditions that govern the use of this website and application (www.berushka.com) and the purchase of products on it (hereinafter referred to as the "Offer", "Public Offer").

This Public Offer is a purchase and sale agreement addressed to uncertain range of audience in accordance with Applicable Law, concluded with the Company from the moment you receive an email confirming the readiness of your order for shipment (hereinafter referred to as the "Contract"). The Contract shall confirm your full familiarization, unconditional acceptance and agreement with all the provisions set out in this

Offer.

Moreover, all the rules of this Offer apply to purchases made both directly on the website and through the application.

For the purposes of this Public Offer, both the website directly and the application will be referred to as the website.

We urge you to read the Offer, 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 this Offer and our Data Protection Policies.

If you disagree with this Offer or the Data Protection Policies, please do not use this website.

The referred Public Offer concerns the sale of the products the exhibits, characteristics, image, and description of which are available on the website.

Therefore, anyone is authorized to use the website under legitimate purposes complying with the Conditions and the Applicable Law and to enter into sale of product(s) contract (hereinafter – the “Contract”).

This Offer may be modified by the Company unilaterally at any time whereas the latest wording of the Offer is always available on the website. It is your responsibility to read them periodically, as the Offer at the time of using the website or entering into the relevant Contract 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 available on the website.

This Public Offer is regulated by the legislation of the Republic of Kazakhstan (hereinafter – the “Applicable Law”).

2. OUR DETAILS

The website is used by Best Retail Kazakhstan LLP, the legal entity registered and operating under the Laws of the Republic of Kazakhstan, with the registered address at: 192/2, Dostyk Avenue, 050051, Almaty, Republic of Kazakhstan, business identification number (BIN) 100940017275 (hereinafter referred to as the “Company”).

Customer Support Service details for inquiries, suggestions and complaints:

- Contact form on the website;
- Email address of the customer service department: contact_kz@bershka.com;
- Postal address: 192/2, Dostyk Avenue, 050051, Almaty, Republic of Kazakhstan.

Sale of goods through this website is carried out by the Company.

3. YOUR PERSONAL DATA

The information or personal details that you provide us, shall be processed in accordance with the Data Protection Policies and the Applicable Law.

By using this website and going through the user registration procedure, you agree with the collection and processing of the information and details, including your personal data, and confirm that all information and details provided are true, reliable and up to date.

The Company, therefore, is not responsible for monitoring and (or) updating your personal information for the purpose of purchasing and (or) other use of the website.

4. USE OF OUR WEBSITE

When you use this website and (or) place orders on it, you agree with following:

- i. With all stipulations and provisions of this Public Offer, including the Contract should you choose to place an order to purchase a product;
- ii. To use this website to place valid orders, to get acquainted with the product information as of the date of such acquaintance;
- iii. To order (to purchase) the products for your personal use only and in no way for the purposes related to entrepreneurial activity or resale of the purchased product(s);
- iv. Not to make any false or fraudulent orders. If order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the competent authorities;
- v. To provide us with your valid email address, postal address and/or other reliable contact details;
- vi. If you commit actions that may be regarded by us as dishonest, we have the right to suspend your access to the website by blocking your account. By continuing to use the website, you agree that such suspension is our unconditional right, that is carried out by us unilaterally and does not require any prior notice or approval.

If you do not provide us with all the information that is requested by the website - you cannot place your order and, therefore, enter into the Contract.

When you place order on this website, you confirm your legal capacity and capability in accordance with Applicable Law.

You are solely and fully responsible for logging out from your account on the website once you complete using the website (or) and its tools (or) and services to prevent unauthorized access to your account and the relevant information about your account that is confidential.

The Company, therefore, waives its liability for any unauthorized access to your account should such access take place due to your failure to log out from your account on the website and (or) to take other preventive actions for your account protection.

You are solely and fully responsible for holding your credentials information (username, password(s)) used to access your account with the website strictly confidential to prevent the incidents mentioned above as well as other incidents relating to unauthorized access to your account and (or) your personal information and (or) your payment information.

The Company reserves the right to ban your account if in the exercise of your rights there are signs of a violation of the Applicable Law, such as good faith, reasonableness and fairness of actions, compliance with the requirements of the civil law, the moral principles of society, as well as the rules of business ethics.

5. SERVICE AVAILABILITY

Delivery service for the products offered on this website is available in the Republic of Kazakhstan only. At the same time delivery service is not available on the whole territory of the Republic of Kazakhstan. In

case when it is impossible to provide delivery to your address, we will notify you about that.

6. ESTABLISHMENT OF CONTRACTUAL RELATIONSHIPS

To place an order, you must follow the purchase process offered on the website and click on "Pay".

After that you will receive a message confirming receipt of your order (the "Order Confirmation").

You will be informed via email that the order is being sent (the "Shipping Confirmation").

An electronic receipt with the details of your order will also be attached to the Shipping Confirmation.

By entering into the Contract, you agree that the e-mail with confirmation of your order shall constitute the sufficient proof of purchase of the product(s) using the website.

It is your sole responsibility to exercise any of your rights under the Contract hereunder timely, fully and appropriately.

7. WEBSITE REGISTRATION AND TECHNICAL MEANS TO CORRECT ERRORS

When registering on the website you bear full and sole responsibility for choosing the combination(s) of symbols when setting the username and password for accessing your account with the website whereas the Company reserves the right to set requirements and other criteria that are mandatory for setting the password and username.

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the customer service using contact information provided in section 2 hereof.

As well as you can always exercise your right of rectification contemplated in our Privacy Policy through dataprotection@bershka.com.

This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided.

Also, this website offers details of all the products you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order. Should you become aware of an unauthorized access to your account and (or) executed purchase(s) using your account without your consent, it is your responsibility to notify the Company on such incidents so that your account could be blocked to prevent further unauthorized access and (or) transactions using your account. The Company, therefore, waives any liability associated with unauthorized access to your account should you fail to report to the Company on any fraudulent or authorized activity with your account.

REMEMBER:

The Company will not be liable in connection with any unauthorized access to your account unless you notify the Company of any fraudulent or unauthorized activity on your account. All purchases made from your account will be considered purchases made by you.

8. AVAILABILITY OF PRODUCTS

All products are subject to availability.

Along this line, if there are difficulties regarding the supply of products or there are no more products left in stock, we reserve the right to provide you with information on substitute product(s) of the same or higher quality and value that you may order.

If you do not wish to order the substitute products, which is offered to replace a missing product, we will reimburse any amount that you may have paid.

By ordering and purchasing products using the website and the tools and services therein - you therefore confirm that:

- i. You are fully acquainted with the properties of the ordered product(s) as well as you are aware that you have the right to address the Company to receive any information on the product(s); and
- ii. You are aware of tools and means to request the product(s) details from the Company prior placing the order and conducting the purchase; and (or)
- iii. At the moment of considering and ordering a product - you are aware of and have considered an option to visit the Company's store (BERSHKA) to get acquainted with the product in detail, or to exercise the rights outlined in items i. and ii. above, and chose to purchase the product using the website relying on information available on the website.

9. 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 information or content from this website.

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. Such refusal shall not give rise to any liability of the Company to you.

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.

10. DELIVERY

Notwithstanding Clause 8 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 occurring in the delivery zone.

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 holidays.

For the purpose of this Offer, the delivery is considered completed or the order is considered delivered at the time when you or a third party either indicated by you or holding the appropriate (relevant) purchase confirmation receipt (please see clause 6 hereof) acquires physical possession of the product(s), which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you upon ordering and purchasing the product(s).

In case the package is damaged when delivered, you have the right to point that out in writing in all delivery documents and describe such damage(s), besides, you shall sign the act of damage drafted by the courier.

REMEMBER:

If you did not report the damage at the time of acceptance of the delivery and you did not sign the act of damage, the products are considered delivered to you in proper form and condition.

11. INABILITY TO DELIVER

If after 14 days from the date your order is ready for delivery, the order could not be delivered for reasons beyond our control, the Contract shall be terminated whereas any Company's liability shall be waived.

Nevertheless, as a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges if applicable (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:

Termination of the Contract may be associated with additional costs for transport and courier, which you will have to pay.

12. RISK AND TRANSMISSION OF OWNERSHIP

The risk of accidental loss or damage to the products shall be transferred to you from the moment of delivery. 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 10 above), if that were to take place at a later time.

13. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website and will constitute the price of products under the Contract, 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 for the product(s) will be reimbursed to you in full.

The prices on the website include VAT, but exclude delivery charges, which are added to the total price as indicated in the section Types of Shipments and Delivery Periods.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders

for which we have sent the Order Confirmation.

Once you have selected all products that you wish to buy, they will be added to your basket.

The next step will be to process the order. 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 Help Section. Also, as a registered user, a record of all the orders placed by you is available in "My Orders" Section.

The payment method we offer is to pay by bank card on the website.

You are solely and fully responsible for safety of any payment information, including your details, security code of the bank card thereof and other information that may be potentially required to use your bank card to conduct purchasing transactions.

Therefore, the Company waives its liability for any unauthorized transactions that may be conducted with your bank card by any third party that took possession with your card with or without your consent and (or) your authorization.

We, therefore, highly encourage you not to pass your bank card or any information related thereto to anyone as well as to follow general safety measures to prevent unauthorized access to your bank card.

14. VALUE ADDED TAX

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

15. RETURN POLICY

15.1 Right of return provided by Applicable Law

Right of withdrawal

As a consumer, you have the right to withdraw from the Contract within 30 days without giving any reason, subject to the following stipulations.

The products thereunder that are subject to return to the Company must meet the following requirements:

- The products must not be worn or otherwise used;
- The products must be of marketable condition;
- All the tags and internal labels must be in place;
- The products must not be frayed and (or) damaged.

When returning the product and withdrawing from the Contract (partially or in full) you must be able to prove that the product you are returning had been purchased from the Company on this website.

The products that fall into the following categories are not subject to return policy and shall not be accepted by the Company once purchased:

- i. Underwear;
- ii. Hosiery;
- iii. Other products in accordance with Applicable Law.

The unilateral withdrawal period ends after 30 days from the day when the products were transferred to you or to a third party (except for the courier) specified by you, if there are several products in one order that are delivered separately, then after 30 days from the date when the last unit of the products from the corresponding order was transferred to you or a third party (except for the courier) specified by you.

In order to exercise the right to unilaterally withdraw from the Contract and return the products, you can notify us using the contact information provided in the Section 2 above.

Notice of cancellation of the Contract can be made by using the standard form of cancellation of the Contract, which is located in the "Help" Section.

Effects of unilateral withdrawal

If you decide to withdraw from this Contract and such withdrawal is legitimate, 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 standard delivery method that we offer) without any undue delay, and at any rate, within 30 days of the date on which the corresponding Contract has been terminated fully or in part.

Refunds are made in the same way that was used when placing the order.

Notwithstanding the foregoing, we may withhold refund until we have received the products back from you.

You shall send back the products or hand them over to us at any BERSHKA store in the Republic of Kazakhstan together with the original of the printed return application without undue delay and in any event not later than 30 days from the day on which you notified us.

The deadline is met if you send back the products before the period of 30 days has expired. Please kindly note that return application form provided on this website should be printed out and signed by you and provided to us together with the corresponding products.

Unless you hand the products over in a BERSHKA store in the Republic of Kazakhstan, you shall bear the direct cost of returning the products.

15.2 Common provisions

You shall not have the right to withdraw from the Contract if its subject matter is any of the products referred to in Clause 15.1 above.

Your right to withdraw from the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No refund will be made if the product has been used once or 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 while they are in your possession. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products.

Upon unilateral withdrawal, the respective products shall be returned as follows:

- (i) Returns at any BERSHKA store:

You may return product to any BERSHKA store in the Republic of Kazakhstan. In such case, you should go to the store and present the product along with an electronic receipt with an order QR code.

The QR code can be found in your personal account and presented on the screen of your mobile phone.

(ii) Returns by Courier:

When returning the product(s) by Courier arranged by us, you should contact us through our web form to arrange for the product to be collected at your home.

You should send the product in its original packaging and follow the directions on the "My Returns" Section.

At the same time, you must provide an application for the return of product(s).

After examining the product(s), we will inform you of whether you have the right to return.

The refund will be paid as soon as possible and, in all cases, within 14 days from the date when we confirm that you have the right to return as stated above.

Notwithstanding the foregoing, we may withhold refund until we have received the returning product(s) back. 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 on the website.

15.3 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 on our contact form, providing the product details and the damage sustained.

You must return the product at any BERSHKA store in the Republic of Kazakhstan or giving it to the courier that we send to your home.

We will carefully examine the returned product and within a period of 10 days after receiving the corresponding item will notify you by email whether you have a right for a refund (if appropriate).

The refund of the product 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 the refund of the product is confirmed.

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.

16.CONSUMER RIGHTS

Unless otherwise indicated expressly in this Offer and / or by Applicable Law, 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 cases stipulated by Applicable

Law.

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 by the Applicable Law.

In this sense, we are obliged to deliver product(s) 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 product(s) are in conformity with the Contract if they:

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

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

17.INTELLECTUAL PROPERTY

You recognize 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 license for their use. You may use said material only to the extent that we or the usage licensors authorize 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 CYBER 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 unauthorized 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, authorization 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 or downloading content from the same or those to which this website redirects you.

The Company and (or) the Owner reserve the right to suspend, block your account or take other actions at any time that will limit or temporarily disable use of the website by the customers should the Company or the Owner have reasonable grounds to believe that the website may be or becomes subject to cyberattack. Such actions shall be aimed to protect your personal and other information that you have provided to use the website.

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

In accordance with Applicable Law some of the information or notifications that we send to you will be in written form.

By using this website, you agree that most of the communication with us will be in electronic way.

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 in accordance with Applicable Law.

21.NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form available on the website. Pursuant to the provisions in Clause 22 below and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us upon registration on the website or placing an order.

You agree that notifications are considered received and accepted for consideration upon they are posted on our website, 24 hours after they have been sent by email.

As proof that the notifications have been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed and that it was duly delivered to the recipient; in the case of an email, that the notification was sent to the email address specified by the recipient.

22.ASSIGNMENT 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.

Herewith you authorize the Company to transmit, cede, levy, subcontract or in any other way transfer a Contract in part or in full concerning 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 recognized by Applicable Law or and do not cancel, reduce or otherwise limit any obligations that may have been made available to you by us.

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.
- viii. Quarantine and (or) the State of Emergency effective under the resolution by any government.

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. WAIVER OF 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 this Offer or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of this Offer 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 this Offer.

The waiving on our part of any regulation of this Offer 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 formalized and notified to you in accordance with the provisions of the Notifications section above.

25. PARTIAL ANNULMENT OF THE CONTRACT

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

26.COMplete AGREEMENTS OF THE PARTIES

This Offer and any document referenced in the same, as well as any information related to the products that are displayed on the website at all times 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 they 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 this Offer.

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 the Contract by the other Party.

27.OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify the conditions of this Offer at any time.

You are subject to the policies and conditions of the Offer in effect at the moment in which you use this website or place each order, except when by Applicable Law or decision of governmental entities we must make changes retroactively to said policies, Offer 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 Contract through said website shall be governed by Laws of the Republic of Kazakhstan.

Any controversy that arises or is related to the use of the website or said contracts, including the Contract shall be subject to settlement in courts of the Republic of Kazakhstan.

29.COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form or using details provided in section 2 hereof.

TERMS AND CONDITIONS OF USE OF BERSHKA APP AND ITS 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 (the “App”). These Terms are in addition and without prejudice to the Public Offer for the use and purchase of goods on www.bershka.com (the website).

The features and services available on the App include:

(i) the option to purchase goods via App, this being deemed to be a purchase made on the website, and therefore subject to the Public Offer and Terms hereof; (ii) the option to manage your receipts for purchases made in the App and, (iii) obtaining an electronic receipt for purchase made in Physical Stores by selecting this option in the App and presenting the identification QR code in BERSHKA Physical Stores (“ID QR”). For each transaction, you can choose to receive an electronic receipt rather than a paper one; and (iv) the option to use the Camera Kit 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 by Best Retail Kazakhstan LLP, the legal entity registered and operating under the Laws of the Republic of Kazakhstan, with the registered address at: 192/2, Dostyk Avenue, 050051, Almaty, Republic of Kazakhstan, business identification number (BIN) 100940017275 (the “Company”).

1. GENERAL DESCRIPTION OF THE APP’S FEATURES AND SERVICE

1.1 Purchase of the products on the website via App

Customers can purchase products of BERSHKA on the website via App. Therefore, purchases made using the App are deemed to be purchases made on the website and as such, are subject to the Public Offer, which you need to accept upon purchasing any product.

1.2 Management of receipts for purchases made in the App

The receipts for purchases made on the website will be stored on the App, specifically in the ‘My Purchases’ section.

1.3 Obtaining an electronic receipt for purchases in Physical Stores

When paying for a purchase in BERSHKA’s Physical Stores, you may request a receipt in electronic format. To do so, the ID QR on the App must be presented so that the receipt can be automatically sent to the App.

In this case, a paper check will not be issued. **By using ID QR, you request a check electronically rather than receiving it in paper form.**

From this moment on, you may make returns at Physical Stores in the Republic of Kazakhstan using said receipt, under the Public Offer and Applicable Law.

Please note that when making returns at Physical Stores for purchases made on the website **you must present your receipt** from the App.

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 decide to delete your account, you may request that all the receipts stored in the App be sent to an email address provided by you.

1.4 Scanning the receipts

Using a paper receipt, you can generate a digital copy of this receipt by scanning a QR code printed on the receipt. From then on, you will be able to make returns for purchases made on the website in Physical Stores using this receipt, under the terms and conditions which will apply at all times, in accordance with the Public Offer and, in any event, in compliance with current Applicable Law.

1.5 Camera Kit

The Camera Kit feature available in the App is a technology provided by Snapchat which enables you to simulate using products with virtual props using your camera. The photographs or videos can only be stored in the gallery of your device or be shared directly by you on the social media platforms that you have connected and are available for this feature.

BERSHKA does not guarantee that any result obtained will suit 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 confirm to us 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 photography (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 Applicable Law 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.

Camera Kit provided by Snapchat does not involve access to any of your personal data by Snapchat. The use of the Camera Kit as digital fitting room involves access to your image, which will not leave your device and will be used exclusively for this functionality. The user's image is not stored by BERSHKA. For more information about your personal data, visit our Privacy Policy available in the App and on the website.

2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

In accordance with Applicable Law, 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 the App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the service and features.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited by Applicable Law, we are not liable for any damage that you may suffer from using the App in its different features. You agree to use the 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 the 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 authorized 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 authorized their use. All of the above shall be hereinafter referred to as the "Intellectual Property".

Users hereby 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 Intellectual Property may contain (e.g., watermarks, fingerprints, etc.). The Company does not assign or transfer any rights over their Intellectual Property or over any third-party properties.

The Company only authorizes users to access and use the Intellectual Property in accordance with these Terms.

Users are not authorized 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 Intellectual 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 Intellectual Property will always and in all cases be for strictly personal and non-commercial purposes.

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

The Company does not grant users any licenses or authorizations to use the Intellectual 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 licenses 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 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 Law.