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/me) 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 via one of the Customer service contacts.

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 INDITEX MONTENEGRO D.O.O. PODGORICA, a Montenegrin company with registered address at Podgorica, Bulevar Knjaza Danila number 11, 5th floor, Poslovna Kula PC1, The Capital Plaza, Montenegro, registered in the Montenegrin business registry, with the company identification number 50443640.

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.

We reserve the right to prevent you from accessing our website or to terminate your account if your behaviour constitutes a breach of these terms and conditions or any applicable law.

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 Montenegro only.

6. FORMALISING THE CONTRACT

The information set out in the Conditions and the detail contained on this website do not constitute an offer for sale but rather an invitation to make an offer. No contract in respect of any products shall exist between us and you until your order has been expressly accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

To place an order, you must follow the online purchasing procedure and click on "Authorise payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Shipping Confirmation") which will contain all necessary information requested by the relevant local Consumer Protection Law. These Conditions and the Contract constitute a written agreement between us. An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the “electronic receipt”).

The contract for the purchase of a product between us will only be formed when we send you the Shipping Confirmation. The contract for the purchase of a product between us in addition to your order and our Shipping confirmation includes also these Conditions.

The Contract will relate only to those products whose dispatch we have confirmed in the Shipping Confirmation. We will not be obliged to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipping Confirmation.

The Order Confirmation and the Shipping Confirmation have been sent to you to your e-mail address; these Conditions have been made available to you on the website and/or access to them was made available in the Shipping Confirmation. Document shall be stored and can be made available to you.

7. TECHNICAL MEANS TO CORRECT ERRORS

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 via the email address contact_xk@bershka.com, via the chat accessible through the website and via our social networks official accounts, as well as exercising the right of rectification contemplated in our Privacy Policy. 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 items 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.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service, via the email address contact_xk@bershka.com, via the chat accessible through the website or via our social networks official accounts to correct the error.

8. AVAILABILITY OF PRODUCTS

All orders are subject to product availability. If there are problems concerning product supply, or if there are no items left in stock, we will refund any amount you may have paid.

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 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.

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 or 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 bank holidays.

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 by you.

During sales periods, free shipping will apply only to orders containing full price items.

11. 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.

12. 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 10 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 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, 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 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 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). Please notice that Only full price items in the value specified at www.bershka.com/me shall qualify for the free shipping option.

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 can pay for your order to the courier in cash when the order is delivered.

Ordering and payment through electronic devices in store:

If you are placing your order through one of the electronic devices available for this purpose at certain stores, 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 will choose your payment method, and whether or not you require a gift receipt (if one is available) before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorize Payment" button on the device screen, and you are required to pay for your order once it has been placed.

If you place an order through any of the electronic devices you may be given the option to pay for your order at the till, in which case, your payment can be made by any of the means of payment available in those stores, save the payment by a gift 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).

In this regard, under the rules applicable to BERSHKA, the place of supply shall be deemed to be within the country where items shall be delivered and applicable VAT shall be at the prevailing rate in each country where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" may apply to goods supplied in your country of residence if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

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 Inditex Montenegro DOO, at the address Bulevar Knjaza Danila 11, 5th floor, building PC1, the Capital Plaza, Podgorica, Montenegro, via the email address contact_xk@bershka.com, via the chat accessible through the website or via our social networks official accounts, of your decision to withdraw from this contract by an unequivocal statement. You may use the model withdrawal form as set out in the Annex, but it is not obligatory.

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, including delivery charges (except for any additional charges resulting from your choice of delivery other than the least expensive type of standard delivery we offer less the fixed return costs if applicable (please see Article "Common Provision" below)) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. You shall bear only costs of returning the goods as stated in section 15.3 of these Conditions.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise. As an exception, in case you have made a payment in cash (Payment on Delivery) to the courier upon delivery the method of reimbursement will depend on the chosen method of return of goods - in case you choose to return in a Bershka store, the funds will also be returned in cash, while in case of return of goods by a courier, the funds will be reimbursed to your bank account. By concluding the purchase agreement, in accordance with these Conditions, and accepting these Conditions, you agree to this method of reimbursement in the event of withdrawal. 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 or deliver the goods or hand them over to us at any BERSHKA store in Montenegro without undue delay and in any event not later than 30 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 before the period of 30 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 the shipping confirmation email (except those mentioned in Clause 15.3 below, for which the right to cancel is excluded).

The return of the gift card 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 with the amount paid for said products less the fixed return costs if applicable (please see Article "Common Provision" below). 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 Shipment 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 using or including all their original packaging, instructions and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the receipt that you received when the product was delivered. You will find a summary on exercising this cancellation right when you receive the order.

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 the country where your product was delivered which has the same section as the product you wish to return belongs to. In such case, you should go to the store and present the product with the receipt you were given upon the delivery of the product. You shall bear only your directs costs of returning the goods, i.e. bus tickets, gasoline costs etc.

(ii) Returns by Courier:

When returning the product(s) by Courier arranged by us, you should contact us via the email address contact_xk@bershka.com, via the chat accessible through the website or via our social networks official accounts 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 "RETURNS" section of this website. You shall

bear costs of using this option in amount /listed in “RETURNS” section of this website. The respective amount will be set off against amount that we are obliged to reimburse you as effect of your withdrawal.

Please note that, following delivery of the order, if you exercise the legal or contractual right of withdrawal and you arrange for the transport of the returned goods yourself, without that service having being offered by us, we cannot assume the risk on the return package when it refers to causes not attributable to Inditex Montenegro DOO.

Likewise, please be reminded that you will be responsible for the contents of the return package when you use any of the return options offered by BERSHKA. In the event that there is an error in the contents of the return package not attributable to BERSHKA, we will be entitled to pass on to you the pertaining costs if we can manage the return of the package to your attention.

In any case, nothing in this clause will affect your statutory rights.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. 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 via one of the Customer service contacts.

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 via the email address contact_xk@bershka.com, via the chat accessible through the website or via our social networks official accounts, providing the product details and the damage sustained.

You must return the product to the address indicated on the receipt that you receive with the product when it is delivered, at any BERSHKA store in Montenegro, or giving it to the courier that we send to your home.

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 the 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.

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 was 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.

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 licencers 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 or downloading content from the same or those to which this site 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 one of the Customer service contacts. Pursuant to the provisions in Clause 22 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 threator preparation for war.

iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.

iv. Inability to use trains, ships, aircraft, motorised 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 the Montenegrin 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 Montenegrin courts.

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

29. COMPLAINTS, COMMENTS AND SUGGESTIONS

If you as a buyer consider your rights have been breached you can address your complaints to us via email at contact_me@bershka.com.

Your comments and suggestions are always welcome. Please send any comments and suggestions through one of the Customer service contacts. For example, you can use our chat service to stay in touch with us.

Moreover, there are official claim forms available to consumers and users. Those can be requested via the email address contact_xk@bershka.com, via the chat accessible through the website or via our social networks official accounts.

Version: 30/4/2025

ANNEX

Model withdrawal form

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

Address:, Bulevar knjaza Danila 11, 5th floor, building PC1, the Capital Plaza, Podgorica, Montenegro], operating under the trading name of BERSHKA, INDITEX MONTENEGRO D.O.O. PODGORICA:

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

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 Purchase Conditions of www.bershka.com/me. Bershka.

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/me; (ii) the option to manage commercial version of receipts for purchases made on **BERSHKA**'s online stores (the "Online Store") (iii) the option to receive, a commercial version of 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 Montenegro by the company Inditex Montenegro d.o.o. Podgorica having its registered office at Cetinjska no. 11, 5th floor Business tower PC1 The Capital Plaza Podgorica, Montenegro.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1 Purchase of goods on www.bershka.com/ba via BERSHKA's APP

Customers can purchase goods on www.Bershka.com/bavia 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/ba, which you need to accept upon purchasing any good.

1.2 Management of commercial version of receipts for purchases made on the Online Store

The commercial versions of receipt in electronic format for purchases made on the **BERSHKA** Online Store ("Receipt"). will be stored on the App, specifically in the 'My Purchases' section. Receipt is not fiscal invoice.

1.3 Obtaining Receipt

When paying for a purchase in Physical Stores, you may request Receipt. 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 Receipt, under the applicable Terms and Conditions, according to the commercial policy of **BERSHKA** and, in any event, in accordance with current legislation.

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 Receipts stored in the App be sent by email to an email address provided.

1.4 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 using their camera, which can 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 have connected and 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 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 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, Montenegrin 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 devises 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.