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) 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 and placing an order. 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 from time to time at our sole discretion and without prior notice. 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 taking part in a live webchat available on our website or contacting us through the email address contact_ph@bershka.com.

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. CONTACT DETAILS

This website is owned and operated by ITX MERKEN, B.V. (the "Platform Operator"). However, the sale of goods through this website is carried out under the name BERSHKA by INTERNATIONAL SPECIALTY RETAILERS, INC, a Philippine company with registered address at 5th Floor, Enzo Building, 399 Sen. Gil Puyat Avenue, Makati City, Metro Manila, Philippines, registered in the Securities and Exchange Commission under number CS200510016 (the "Seller").

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 and applicable legislation. When you use this website, you agree to the processing of the information, personal data and other details and you state that all information, data and other details provided are true, correct and correspond to you as the real purchaser under the Contract.

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 reserve the right to cancel it and inform the competent authorities.

iii. Provide us with your full name, email address, postal address, mobile number and/or other contact details truthfully and accurately. 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 confirm that you are over the age of 18 and are legally eligible to enter into binding contracts in accordance with law.

5. SERVICE AVAILABILITY

Delivery service for the articles offered on this website is available in the Philippines only through accredited courier services engaged for this purpose and in accordance with terms and conditions for the delivery thereof as determined by Seller.

6. FORMALISING THE CONTRACT

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"). These Conditions and the Contract constitute a written agreement between us and you. An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the “electronic receipt”).

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 must modify the same and indicate the correct information in the section "My Account".

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 must confirm, correct or modify the details of your order to ensure that the information you provided is completely accurate and truthful. You shall be responsible for ensuring the accuracy of your order in any case. All orders will be deemed to be irrevocable and unconditional upon transmission through the website and we may process such order(s) without your further consent and without any further reference or notice to you.

Nevertheless, you may request to cancel or amend the order which we will endeavor to give effect to on a commercially reasonable efforts basis. However, notwithstanding the foregoing, Seller is not obliged to give effect to any request to cancel or amend any order. We shall ship the Products based on the order/s received and paid through this website. You shall be responsible for the cost and expenses of returning the Products with uncorrected error/s to the designated return address and re-shipping and delivery charges for replacement with the correct Products.

8. 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 then order to substitute for

your original order. If you do not wish to order the substitute products, we will reimburse you the amount that you may have paid for the product you ordered, upon your written request.

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 exert commercially reasonable efforts to process all orders, there may be exceptional circumstances that force us to refuse to process or cancel 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 notwithstanding that we have sent the Order Confirmation.

10. DELIVERY

All delivery timeframes indicated anywhere in this website are estimates only and delays may occur.

Notwithstanding Clause 8 above regarding product availability, we will endeavor to send the order consisting of the product(s) listed in each Order Confirmation within the estimated delivery timeframes indicated in the relevant Order Confirmation or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method. The courier service provider engaged to undertake the delivery of your order shall deliver your order and have any adult found at the delivery address you indicated in your order to receive your order and sign the receipt therefore, unless you indicate otherwise in your order and specify that delivery shall only be made to you or a person you shall name and authorize.

If the delivery of your product is delayed for an unreasonable period for any reason, Seller will inform you accordingly via e-mail or other acceptable means and the product you ordered will be dispatched as soon as reasonably possible. The time for delivery shall not be of the essence, and Seller (nor any of its agents) shall not be liable for any delay in delivery whatsoever caused, and which delay shall therefore be excused, without prejudice to our right to cancel the order even after having sent the Order Confirmation and any attempted delivery.

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, or if you did not name the party who should receive the product, any adult at the delivery address 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.

11. INABILITY TO DELIVER

If the courier service provider is unable to deliver your order at the delivery address you indicated for any reason, we will attempt to re-deliver your order on another date, one more time.

If after the attempt to re-deliver fails, and upon the lapse of 30 days from the date your order was first delivered, you or the person you have named and authorized, or in the absence of any such authorized person, to any adult, still fail or is unable to receive your order, or in any case where the order could not be delivered for any reason, 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 (less any delivery charges, or such additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer, which we shall set-off against your payments) without any undue delay.

12. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The products shall be under your responsibility from the moment of delivery and receipt by you or the person you have named and authorized, or in the absence of any such authorized person, to any adult who shall receive the Products at the delivery address, as provided under 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, Although we make every effort to ensure that the prices featured on the website are correct, errors 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 or if we do not receive your written advice in any case, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

The prices on the website shall include the applicable VAT, and other applicable taxes, if any, 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 without prior notice. However, except as stipulated above, the changes shall not affect the orders for which payment has been received and where we have sent an Order Confirmation, in which case, the correct price at the time the Order Confirmation was transmitted shall apply.

Once you have selected the products 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.

To minimise the risk of non-authorised access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorisation 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.

When you click "Authorise payment", you are confirming that the credit card is yours or you are the rightful holder of a gift card or the voucher. Credit cards are subject to verification and authorisation by the card issuing entity. If the card issuing entity does not authorise the payment, we shall not be able to conclude any Contract with you.

14. 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.

15. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the “Shopping Bag” section.

To use Express Checkout you will have to save your card information, after you have made at least one payment though this website with such card. You may do so when making subsequent payments with any of the cards accepted by this website by clicking the "Save my card details" option. This will result in the following card details being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy Policy and Conditions.

By agreeing to use Express Checkout, you authorize that purchases paid through this feature be charged to the respective card linked to the Express Checkout. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, provided you first make at least one payment through this website with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Bag. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information, do not complete the purchase. To make purchases using different details please, do not use the Express Checkout service.

The provisions of this clause shall not apply if you buy goods as a guest.

16. TAXES

Pursuant to the prevailing rules and regulations in force, all purchases done through the website may be subject to Value Added Tax (VAT) and other applicable taxes, if any.

We reserve the right to impose such other taxes, fees and charges without prior notice, based on the then applicable laws and regulations governing the purchase made through the website.

17. EXCHANGE/RETURN POLICY

17.1 Statutory right of withdrawal

Right of Exchange or Return

If you are contracting as a consumer, you have the right to exchange the product for another product, or return the product for a full refund, within 7 days from the day on which the goods you ordered are delivered to the address you indicated in your order in accordance with Clause 10 hereof, for any defect in the product.

The return or replacement period will expire after 7 days from the day on which the goods you ordered are delivered to the address you indicated in your order in accordance with Clause 10 hereof.

To exercise the right to exchange or refund, you may notify us of your decision to exchange or return the product by taking part in a live webchat available on our website or contacting us through the email address contact_ph@bershka.com , indicating therein the defect in the product.

To meet the withdrawal deadline, we must receive your e-mail within the 7 day period as provided above

Effects of Return

If you decide to return the product due to a defect, 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) within a commercially reasonable period of time. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, except for Cash on Delivery, in which case the sums paid will be returned via bank transfer unless the return is processed in store. 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.

You shall send back or deliver the goods or hand them over to us at any BERSHKA store in the Philippines without undue delay and in any event not later than 7 days from the day on which the goods you ordered are delivered to the address you indicated in your order in accordance with Clause 10 hereof, for any defect in the product. The deadline is met if you send back the goods before the period of 7 days has expired.

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

17.2 Contractual right of withdrawal

In addition to the statutory right to cancel for consumers, mentioned in Clause 17.1 above, we grant you a period of 30 days from the date on which you receive the Shipping Confirmationto return the products (except those mentioned in Clause 17.3 below, for which the right to cancel is excluded).
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. Delivery charges will not be reimbursed. Unless you hand the goods over in a BERSHKA store in the Philippines, you shall bear the direct cost of returning the goods.

You may exercise your contractual right of withdrawal in accordance with the provision of Clause 17.1 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.

17.3 Common provisions

You shall not have the right cancel the Contract and ask for a refund other than due to a defect in the product, 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 refund 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 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.
The return of the gift card 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 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.

(ii) Returns by Courier:
When returning the product(s) by Courier arranged by us, you should contact us through our email address contact_ph@bershka.com or by taking part in a live webchat available on our website 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. If you have bought any goods as a guest, you may request returns by Courier by the same means above.

Please note that unless you return the item to a BERSHKA store you will have to bear the direct cost of the return.

You can return the product directly to the address outlined on the receipt received on delivery of the product. We ask you to return the product without delay, together with the receipt to the address outlined on the receipt. The costs incurred in the return of the product are payable by you.

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, except in the case of having chosen the cash on delivery option, if available, in which case the refund will be made via bank transfer.

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 email address contact_ph@bershka.com or by taking part in a live webchat available on our website.

17.4 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 on our email address contact_ph@bershka.com or by taking part in a live webchat available on our website, 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 the Philippines, 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.

18. 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 actual price paid by you for the purchase of said product.

Notwithstanding the paragraph above, and to the extent legally allowed, we shall not accept any liability for any special, punitive, exemplary, indirect or consequential damages, or any other damages of any kind, including any of 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.

whether in an action in contract, tort (including but not limited to negligence), or otherwise, arising out of or in any way related to our operation of, or your use of, the website, even if we or our authorized representatives have been advised of the possibility of such damages.

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. We do not warrant that such description is accurate, current or free from error.

Without prejudice to the generality of the foregoing, we do not warrant:

(a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in this website;
(b) that the website will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;
(c) that the website is free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
(d) the security of any information transmitted by you or to you through the website, and you accept the risk that any information transmitted or received through the website may be accessed by unauthorized third parties and/or disclosed by us or our officers, employees or agents to third parties purporting to be you or purporting to act under your authority. Transmissions over the internet and electronic mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrectdata transmission due to the public nature of the internet.

19. 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 or right 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.

Except as stated in these Terms and Conditions, none of the materials and intellectual property described in this website (including the website materials) may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without our prior written permission or the

respective intellectual property owner. You may electronically copy and print to hard copy portions of the website for the sole purpose of using materials it contains for informational and non-commercial, personal use only. Any other use of the materials in the website (including any commercial use, reproduction for purposes other than described above, modification, distribution, republication, display, or performance), without our prior written permission and/or the written permission of the owner(s) of the relevant content, is strictly prohibited. Both us and the owner(s) of the content of this website reserve the right to initiate appropriate protective legal action, including injunctive relief to protect our interests in the event of a breach hereof.

20. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make illegal, improper and inappropriate 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 whichthis site redirects you.

21. 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 be liable for any damage or harm deriving from their use whatsoever.

22. WRITTEN COMMUNICATION

By using this website, you agree that communication with us will primarily 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.

23. NOTIFICATIONS

The notifications that you send us must be sent preferably through the email address contact_ph@bershka.com or by taking part in a live webchat available on our website. 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, at our sole option.

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.

24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract arising from your use of this website, including all rights and obligations arising therefrom, are binding for all the parties hereto, as well as for all the respective successors, transferees and heirs.

You may not transmit, cede, levy, assign 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 and/or that of the Seller, as the case may be, in advance.

We may transmit, cede, levy, subcontract, assign 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, assignments 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.

25. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume in the use of this website or arising from 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, 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 the use of this website or arising from any Contract 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.

26. 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 the use of this website or arising from 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 thereof 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 use of this website or arising from 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.

27. 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.

28. 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.

You acknowledge that you agreed to use this website and enter into the Contract with Seller without depending on any declaration or promise made by Platform Operator or by us as the Seller, except those expressly mentioned in these Conditions.

29. 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.

30. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website shall be governed by the the laws of Spain. However, the product purchase Contracts made through this website shall be governed by the applicable legislation in the jurisdiction where the contract is concluded.

Any controversy that arises or is related to the use of the website shall be subject to the non-exclusive jurisdiction of the courts of A Coruña, Spain. However, all disputes arising out of or in connection with the product purchase Contract, including any question regarding its existence, validity or termination, shall

be finally settled in accordance with the rules of the Philippine Dispute Resolution Center, Inc. ("PDRCI") for the time being in force, which rules are deemed incorporated by reference into this clause. The arbitral tribunal shall consist of three arbitrators to be chosen in accordance with the rules of the PDRCI. The seat of arbitration shall be the Philippines. The procedural law of this seat applicable to commercial arbitration proceedings shall apply where the Rules are silent. The language to be used in the arbitration proceedings shall be English.

Platform Operator or Seller may seek immediate injunctive relief if we make a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediateinjunctive relief is the only appropriate or adequate remedy, subject to the final award or decision of thearbitral tribunal.

31. 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, Spanish or other) and (b) will not reproduce the image of people other than you, nor will it include any element that may be considered offensive or discriminatory (be it on the grounds of race, religion, gender, sexual orientation, or political or union affiliation), unlawful, threatening, libelous, defamatory, obscene, pornographic or indecent, or otherwise inappropriate.

32. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through our email address contact_ph@bershka.com or by taking part in a live webchat available on our website.

Moreover, there are official claim forms available to consumers and users. Those can be requested by taking part in a live webchat available on our website or through the email address contact_ph@bershka.com.