

BERSHKA

TERMS AND CONDITIONS

1. INTRODUCTION

This document (along with the documents mentioned herein) sets out the conditions governing the use of this website and the purchase of products on it (hereafter referred to as "Conditions").

We ask the customer to read the Terms and Conditions carefully before using this website. By using this website or by placing an order through it, the customer agrees to be bound by these Conditions. Therefore, if he or she does not agree with all of the Conditions, the customer should not use this website.

These Conditions may be changed. It is the customer's responsibility to read these Conditions regularly, as the conditions in force at the time of use of the website or the conclusion of the Agreement (as defined below) are the ones that shall be applicable.

The Agreement may be drawn up, as chosen by the customer, in any of the languages in which the Conditions are available on this website.

2. OUR DATA

This website is published under the designation of BERSHKA and is owned by ITX (PORTUGAL) - CONFECÇÕES, S.A., a public limited company, with headquarters at Avenida Fontes Pereira de Melo, n.º49, 2.º esquerdo, 1050-120, Lisbon, registered at the Company Registry Office of Lisbon under number 500 718 419, which is also the legal entity identification number, possessing a share capital of € 4.800.000.00.

3. CUSTOMER DATA AND VISITS TO THIS WEBSITE

The information or data provided by the customer will be treated in accordance with the provisions of the Privacy Policy. By using this website, the customer consents to the processing of the aforementioned information and data and declares that all the information or data that he or she provides to us is true and corresponds to reality.

4. USE OF OUR WEBSITE

By using our website and/or placing orders through it, the customer undertakes to:

4.1 Use this website only to make legally valid inquiries or orders.

4.2 Not make any false or fraudulent orders. If we reasonably deem that an order of this kind has been made, we will be authorised to cancel it and inform the competent authorities.

4.3 Provide us with his or her email address, postal address and/or any other contact information, in a true and accurate fashion. He or she also agrees to the use of the information provided in order to contact the customer (see our Privacy Policy).

If the customer does not provide us with all the necessary information, we will not be able to track his or her order.

By placing an order through this website, the customer confirms that he or she is over 18 years of age and has the legal capacity to enter into contracts.

5. AVAILABILITY OF THE SERVICE

The articles that appear on this website are only available in Portugal.

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

6. ENTERING INTO THE AGREEMENT

In order to place an order, the customer should follow the online purchasing procedure and, having read and accepted these Conditions of Purchase, he or she should click on "Authorise Payment". At this point, the customer will have entered into a purchase and sale agreement with us (the "Agreement"). The customer will then receive an email acknowledging receipt of his or her order (the "Order Confirmation"). Afterwards, the customer will be notified via an order shipment confirmation email (the "Shipping Confirmation"). An electronic ticket containing the details of the customer's order must be attached to the Shipping Confirmation (the "e-ticket").

7. AVAILABILITY OF PRODUCTS

All product orders will be subject to availability. In this respect, if there is any difficulty regarding the supply of products, or if there are no articles in stock, we will refund the amount that will already have been paid for the missing items within a time period of 30 days.

8. DELIVERY

Without prejudice to what is provided in Clause 7 above, regarding the product availability, and unless extraordinary circumstances occur, we will attempt to send the order for the products mentioned in each Shipping Confirmation before the delivery date stated in the Shipping Confirmation in question, or alternatively, if no delivery date has been specified, within 30 days from the date of the Shipping Confirmation.

However, delays may occur for any of the following reasons:

- product personalisation;
- specialised articles;
- unforeseen circumstances; or delivery area.

If we are unable to meet the delivery date, for reasons beyond our control, we will inform the customer of this circumstance and we will give the customer the option to proceed with his or her purchases and fix a new delivery date, or to cancel the order and receive a full reimbursement of the total amount paid, without prejudice to all other rights that may be of benefit under the terms of the legislation applicable. Regardless of the option chosen, we will not carry out deliveries on Saturdays or Sundays.

For the purposes of these Conditions, the “delivery” shall be understood as having been made, or the order as being delivered, when the delivery signature is received at the agreed address.

9. IMPOSSIBILITY OF DELIVERY

If it is not possible to deliver an order to the customer, we will leave him or her a note indicating where the order is located and what must be done in order to collect it.

In the event that a product is not delivered within the time period stipulated, the User may be charged the amounts corresponding to the costs for storing the products and costs resulting from further attempts to deliver the order.

10. TRANSFER OF RISK AND OF PRODUCT OWNERSHIP

Product risk will be borne by the customer from the moment of delivery.

The customer shall acquire ownership of the products when we receive full payment of the amounts due in respect thereof, including shipping costs, or at the moment of delivery (as established in Clause 9 above), whichever is later.

11. PRICE AND PAYMENT

The price for each product will be the one stipulated, at all times, on our website, except in the case of a clear error. Although we make every attempt to ensure that all prices which appear on the page are correct, errors may occur. If we detect an error in the price for any of the products that the customer orders, we will inform him or her as soon as possible, as well as giving the option to reconfirm the order at the correct price or cancel it. If we are unable to contact the customer, the order will be cancelled and the amount paid will be refunded in full.

We will not be required to provide the customer with any product at an incorrect, lower price (even in cases where we have already issued the Shipment Confirmation) if the pricing error is clear and unequivocal, and could reasonably have been seen by the customer as being an incorrect price.

The prices on this website include VAT but do not include delivery fees, which will be added to the total amount due, as set out in our Shipping Guide.

Although prices may be changed at any time, any changes (except as set out above) will not affect orders for which we have already issued an Order Confirmation.

Once the customer has made his or her purchases, all the items that the customer wishes to buy shall be added to his or her shopping cart. The next steps comprise order completion and payment. In order to do this, please:

- Click on the "Shopping Cart" button at the top of the page.
- Click on the "View Cart" button.
- Click on the "Complete Order" button.
- Fill in or confirm the contact information, the order information, the shipping address to be used for the delivery and the billing address.
- Enter customer card details.
- Click on "Authorise Payment".

Payment may be made with Visa, Mastercard, American Express, Affinity Card and PayPal. Payment may also be made, fully or in part, for the cost of customer purchases with a gift card or a Bershka payment card, issued by ITX (Portugal), Confecções S.A. However, if the customer makes an on-line order using electronic devices (iPods or iPads) found in certain Bershka stores in Portugal, it may be possible in some of these to make a payment through any of the

payment methods available in those stores.

In order to reduce the risk of unauthorised access, customer card information will be encrypted. Upon receipt of an order, we will pre-authorise the customer's card in order to ensure that there are sufficient funds available to complete the transaction. We will debit the card in question as soon as the customer's order is dispatched from our warehouses.

If PayPal is the payment method used, the debit will be made at the moment that we confirm the order.

By clicking 'Authorise Payment', the customer confirms that the credit card is his or hers or that he or she is the legitimate owner of the gift card or payment card.

While credit cards are subject to checks and authorisations by the issuing entities, if they do not authorise payment, then we will not be responsible for any delays or non-delivery and neither will we be able to formalise any Agreement with the customer.

Payments for orders may be processed by Fashion Retail, an Inditex Group company, which receives and processes such payments on behalf of Bershka and which is duly authorised for this purpose. For the sake of clarity, please note that under no circumstances should Fashion Retail be considered as a party to this contract (in particular as a vendor of Bershka products).

12. PURCHASING AS A GUEST

The website also permits purchases to be made using the guest purchasing feature. This purchasing method only requires the data necessary in order to effect an order. Once the purchasing process has been completed, there will be an option to register as a user or to continue in an unregistered capacity.

13. VALUE-ADDED TAX

All purchases made through this website shall be subject to the rate of Portuguese Value-Added Tax (VAT) in force.

14. RETURNS AND EXCHANGES POLICY

14.1 Right to free termination of contract

In accordance with the regulations applicable, if you are contracting as a consumer, the customer may terminate the Agreement (except when the subject matter of the agreement involves any of the products for which the right of

withdrawal in Clause 14.3, below, is excluded) at any time within a period of 14 days from the date of delivery of the order.

In this instance, the amount paid for the products shall be reimbursed. The customer will be responsible for the costs of returning the product if he or she does not return it through any of the free methods mentioned in Clause 15.3, below.

The customer may exercise the right of withdrawal by any means admitted by law, and in all cases, this right is deemed exercised by sending the returns form which we provide or by returning the products themselves.

In order to comply with the deadline for the free termination of the agreement, it is sufficient for the User to send his or her notification of the exercising of the right of termination of the contract before the expiry period in order to exercise the aforementioned right of free termination of the agreement.

This provision does not affect other consumer rights established by legislation in force.

14.2 Contractual right to return products

In addition to the consumer's legally recognised right to freely terminate the contract mentioned in Clause 14.1 above, we shall grant the customer a time period of 30 days from the date of the shipping confirmation date in order to return the products (except for those mentioned in Clause 15.3 below, for which the right to return products is excluded). Returning of the gift card is governed by the Conditions of use for the gift card.

In the event of a return, the amount paid for returned products shall be refunded. The customer will be responsible for the direct product returning costs, if he or she does not make a return through any of the free methods mentioned in Clause 14.3, below.

The customer must exercise his or her right to returning products by sending the return document that we issue the customer or by returning the products themselves. In all cases, the User must inform Bershka of his or her intention to return the products and deliver the articles to Bershka within 30 days of the shipping confirmation date. ...

14.3 Conditions for exercising the contractual right to return products

The customer does not have the contractual right to return products in the cases of the following products:

- Personalised articles.
- Music CDs/DVDs with original packaging missing.
- Socks and stockings.

- Underwear.
- Items for hair.

The contractual right to return products applies exclusively to products that can be returned in the same condition as the customer received them. Please return the item using or including the original packaging. All instructions, labels, documents and packaging for products should also be included. In all cases, the duly completed receipt that was issued at the moment of delivery must be submitted along with the product to be returned. No refund will be made if the product has been used, over and above simple opening of the respective packaging, or if it has been damaged. As such, the customer must take due care with products when in possession of them.

Exchanges shall only be made for the same item in a different colour or size.

Exchanges may be made in any BERSHKA store in Portuguese national territory or by using a courier whom we shall send to the customer's home address or at the "drop off" collection points.

14.4 Returns to BERSHKA stores

All items may be returned at stores in Portugal containing the same product line as that earmarked for return. In this case, the customer may go to any of these stores in order to submit both the article and the e-ticket attached to the email with a confirmation of shipment, which may be presented either in digital format using a mobile device or as a print-out copy. **This option is free**

14.5 Returns by courier

The customer must contact us through our return request form that can be found at "Returns" section of 'My Account' on the website or app so that we can arrange collection of the item from your home address. The customer must deliver the product in the same packaging in which it was received, with a print-out of the e- ticket attached to the email with the shipping confirmation. The costs of this return method will be charged to the customer; the amount of which can be viewed in our SHOPPING GUIDE.

If the order as placed as a guest, the customer will be able to make a return by accessing the link included in the delivery confirmation email

14.6 Return at "Drop pff" collection points

The customer may return the items at one of the established delivery points in Portugal that can be found in the "Returns" section of 'My Account' on the website or app. If the customer made the purchase as a guest, the customer can request to return the item at one of the established delivery points in Portugal by clicking on the link that should have been sent with the Order Confirmation. A

If the return request is made between day 1 to day 14 from the order confirmation - **This option is free**

If it is a second return for the same order, **the second return will be charged.**

If the return request is made from the 14th from the order confirmation onwards, **the costs of this return method will be charged to the customer** (amount mentioned in the purchase guide).

If the customer does not wish to return products using the free options available, he or she will be responsible for the return costs. Please note that if the customer decides to return the items for collection to us, we will be entitled to charge the customer any expenses that we may incur.

Following an examination of the items, we will inform the customer as to whether he or she is entitled to a refund of the amounts paid. The return will be made as soon as possible and, in all cases, within a time period of 14 days from the date on which the customer informed us of the intention to make a product return. The refund will always be made using the same payment method that the customer used to pay for the purchase.

If there are any questions, please contact us using our contact form or by telephone on 800 834 291 (free cost).

Order returns made using electronic devices available in certain Bershka of Portugal stores and cashier payments at these stores must be performed in any event in Bershka of Portugal stores. In the event of cancellation by the customer, we will return the payments received and effect the right to a refund through the same payment means as used in the initial transaction.

Notwithstanding the limitations to the contractual right to return products, provided for in clause 16.2, this Clause should not apply to the exercising of the right of free termination of the agreement legally attributed to the consumer, in particular as regards the limitation of the inspection and handling of goods.

14.7 Faulty products

In cases where the customer deems that the product violates the provisions of the Agreement, at the time of delivery, the customer should contact us using our contact form, indicating the product information, as well as the damage caused, or by calling us on 800 834 291 (free cost), within the legally established time period of two months upon which the way to proceed will be indicated.

Any product may be returned to a BERSHKA store within Portuguese national territory, by presenting the e-ticket in digital format on a mobile device or by submitting an e-ticket print-out. The customer may also return the product by delivering it, from home, to a courier dispatched by us, in which case the product must be accompanied by an e-ticket print-out, with the corresponding amount subsequently refunded. As established by law, instead of cancelling the contract (and the resultant returning of the goods and reimbursement), the customer may opt to get a product replacement.

The reimbursement of the price, or replacement of the item, will be effected as soon as possible and, in any case, within 30 days of the notification of lack of conformity of the goods by the user.

The amount paid for products returned due to a real and existing imperfection or defect will be fully refunded, including the delivery costs incurred in the delivery of the item. The refund will be made using the same payment method that the customer used to pay for the purchase.

14.8 Customized products

The Platforms allow you to customize some of the products by including texts and characters that you can select from the options available to you for each product. Those products that are customizable will be indicated as such. In the Buying Guide you can find more information about this option. You should be aware that, due to technical or other reasons beyond our control, the actual colors, textures and sizes may vary from those displayed on your screen. Also, you should keep in mind that because they are personalized garments, it will not be possible to return or exchange these products. You warrant that you are authorized to use the texts and other elements that are part of the customization of the products. While we reserve the right to refuse your customization or to cancel orders for personalized products for breach of these conditions, you will be solely responsible for the customization you request. **We may refuse your personalization or cancel orders for personalized products in the event that we detect that the customization consists of, or includes, inappropriate elements, owned by third parties or otherwise illegal.** We do not assume an obligation to verify, nor do we assume responsibility for, the texts or other elements that are part of the personalization created by the users of this service. We do not guarantee the legality of such texts, or other elements, and, consequently, we do not assume any responsibility for the damages and / or losses that may arise for any user (s) and / or any other third parties - and whether individuals or public or private entities - derived directly or indirectly from the use of personalization or that keep any type of relationship with said personalization and / or its products.

14.9 Right of withdrawal and return for orders from abroad

If you have ordered products from outside Portugal from another EU member state via this website the above clauses 14.1, 14.2, 14.3 and 14.5 apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Portugal.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 14.4 to which this clause 14.9 does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Portugal.

All rights recognised by the law in force shall be safeguarded.

15. INTELLECTUAL PROPERTY

The customer acknowledges and agrees that all copyright, trademark and other intellectual property rights in the

materials or content provided as part of the Website, belong, at all times, to us or to those who have granted us permission for its use. The customer may only use such material in the way expressly authorised by us or by the person who has granted us permission for its use. This does not prevent use of this Website in order to copy information, as necessary, about the customer's order or Contract information.

16. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

The website must not be misused by intentionally inserting viruses, Trojan horses, logic bombs, or any other technologically harmful or dangerous material onto it. The customer shall not attempt to gain unauthorised access to this Website, to the server on which this website is hosted, or to any server, computer or database related to our website. The customer undertakes not to attack this web page by means of a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause could imply the committing of offences established by the applicable legislation. We will inform the competent authorities of any breach of the said legislation and cooperate with them in order to determine the identity of the attacker. In the event of a breach of this clause, the customer will also cease to be authorised to use this web page.

We will not be responsible for any data or losses resulting from a denial-of-service attack, virus or any other technologically damaging or harmful program or material that may affect the customer's computer, computing equipment, data or materials, as a result of using this website or of downloading content from this website or content to which the site may redirect the customer.

17. LINKS FROM OUR WEBSITE

If our website contains links to other pages and third-party materials, these links will be provided for information purposes only, without our having any control over the content of such pages or materials. Therefore, we will not accept any responsibility for damages or losses due to their use.

18. WRITTEN NOTIFICATIONS

Applicable law requires that some of the information or notifications that we send must be in writing. By using this website, the customer accepts that most of our notifications are electronic. We will contact the customer by email or provide information through notices posted on this website. For contractual purposes, the customer agrees to use this electronic means of communication and acknowledges that all contracts, notifications, information and other notifications sent electronically comply with the legal requirement that such notices be made in writing. This condition shall not affect the rights recognised by law.

19. NOTIFICATIONS

Customer notifications should preferably be sent by using our contact form. In accordance with the provisions of Clause

19 above, and unless otherwise indicated, we will send the customer notices by email or the postal address provided when placing an order.

Notifications shall be considered to have been received and properly effected at the moment that the customer accesses our website, 24 hours after an email has been sent or three days after the franking date on any letter. In order to confirm that the notification was effected, it is sufficient to prove, in the case of a letter, that the address was correct, that it was properly sealed and that it was properly delivered to the post office or to a post box and, in the case of an email, that it was sent to the email address specified by the recipient.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

The Agreement is binding on the customer and on ourselves as well as on our respective successors, transferees and heirs.

The customer may not transfer, assign, encumber, or by any other means, transfer an Agreement or any rights and obligations arising therefrom for their or the customer's benefit, without our prior written consent.

We may transmit, assign, encumber, subcontract, or by any other means, transfer an Agreement or any rights and obligations arising therefrom to or for ourselves at any time during the term of the Agreement, to any Inditex Group company. All other transmissions of Bershka's contractual position, rights or obligations under this agreement shall also be subject to the prior consent of the User. So as to avoid any doubt, such transmissions, assignments, charges or other transfers shall not affect the rights recognised by law which, in the case of the customer, which he or she has as a consumer, shall neither cancel, reduce or otherwise limit the express or implied guarantees that may have been granted.

21. GROUNDS FOR FORCE MAJEURE

We shall not be liable for any breach or delay of any of our obligations under an Agreement which is due to events beyond our control ('Force Majeure').

Grounds for Force Majeure include any act, event, failure to exercise, omission, or accident that is beyond our control including, but not limited to, the following:

- General strikes, or other forms of protest that significantly affect the country.
- Public order disturbances, riots, invasions, terrorist attacks or threats, war (declared or not) or threats of or preparations for war.
- Fires, explosions, storms, floods, earthquakes, collapses, epidemics or any other natural disaster.
- The inability to use trains, boats, aeroplanes, motor vehicles or any other means of public or private transport.
- Inability to use public or private telecommunication systems.

Our obligations under the Agreements shall be deemed to be suspended during Force Majeure periods, and we shall be entitled to an extension of the time limit to comply with such obligations for a period of time equal to the duration of the Grounds for Force Majeure. We will use all reasonable means to put an end to the Grounds for Force Majeure or in order to find a remedy that will enable us to comply with our obligations under the Agreement, in spite of the Grounds for Force Majeure.

22. WAIVER

The absence of a requirement on our part, for strict compliance, on the part of the customer with any of the obligations assumed by the customer under an Agreement or these Conditions, or the lack of the exercising of rights or actions that are due under this Agreement or these Conditions shall not in themselves signify the waiver or any limitation with regard to such rights or actions, nor shall it relieve the customer from the fulfilment of his or her obligations.

No waiver by us of a specific right or action shall result in the waiving of our rights or actions arising from the Contract or from these Conditions.

No waiver by us of any of these Conditions or the rights or actions arising from the Agreement shall take effect unless it is expressly stated that it is a waiver, there is compliance with the provisions of clause 20, above, and is formalised and communicated to the client, in writing.

23. PARTIAL NULLITY

If any of these Conditions or any provision in an Agreement is declared to be null and void by means of a firm resolution issued by a competent authority, the remaining terms and conditions shall remain in force without being affected by the declaration of nullity in question.

24. SINGLE AGREEMENT

The present Conditions and all of the documents to which express references are made form the entire Agreement between ourselves and the customer in connection with the subject matter of the Agreement and supersede any other covenant, agreement or commitment previously entered into, either verbally or in writing, between ourselves and the customer.

We and the Customer recognise that we have entered into the Agreement without having relied upon any representation or commitment made by the other party or that may interfere with any written statement in the negotiations entered into by either party prior to this Agreement, except as expressly stated in the present Conditions.

Neither ourselves nor the customer will act against any untrue verbal or written statement made by the other party prior to the date of the Agreement (unless the said untrue statement were made in a fraudulent fashion), and the only action that the other party will have is for breach of contract, in accordance with the provisions of these Conditions.

25. APPLICABLE LEGISLATION AND JURISDICTION

Use of our Website and the purchase agreements made via this website are governed by Portuguese law.

This provision does not affect other consumer rights established by legislation in force.

26. COMMENTS AND SUGGESTIONS

We welcome comments and suggestions from our customers. We ask that comments and suggestions be sent using our contact form.

If it is believed that consumer Rights have been violated, a complaint may be submitted by email to contact_pt@bershka.com, in order to seek an out-of-court settlement.

In this sense, if the transaction between the consumer and our company has been completed through our website, we would like to state that, in accordance with EU Regulation No. 524/2013, there is the option of attempting to resolve any litigation in an extrajudicial fashion by accessing the online conflict resolution e-platform at <http://ec.europa.eu/consumers/odr/>

The up-to-date list of the Alternative Litigation Resolution Bodies available under Article 17 of Law No. 144/2015, of 8 September, may be consulted on the Consumer Portal at www.consumidor.pt

02/08/23

ANNEX

Model withdrawal form

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

To ITX PORTUGAL - CONFECÇÕES S.A, at the address Avenida Fontes Pereira de Melo, n.º49 2.º Esquerdo 1050-120 Lisboa (e-mail contact_pt@bershka.com)

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

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date

(*) Delete as appropriate

BERSHKA T&C APP AND FEATURES

These Terms and Conditions of Use (the "Terms") specifically govern access to and use of the services on the Bershka app (the "APP") and various features, all of which are available on the APP and some of which are also available on other platforms (the "Features"). These Terms are in addition to and without prejudice to the Conditions of Purchase of www.bershka.com, where applicable.

The features include (i) the option to purchase goods via the Bershka APP, which is considered a purchase made in Bershka's online store (the "Online Store"), and therefore subject to the www.bershka.com Terms of Purchase; (ii) the option to manage receipts for purchases made in Bershka's Online Stores; (iii) the option to use your QR code to identify yourself as a Bershka user and (iv) the option to receive an electronic receipt or electronic proof of purchase by selecting the option "Digital receipt" on your APP beforehand and showing your QR CODE at Bershka's Physical Stores for such purposes. For each transaction, you can choose to receive a digital receipt instead of a paper one (v) as well as the option to use the Camera Kit available in the APP, with which users can simulate the use of available products together with virtual props ("Camera Kit"), under the terms described below

Both the Physical Store and the Online Stores are operated in Portugal by the company ITX PORTUGAL - CONFEÇÕES, S.A., with registered offices at Av. Fontes Pereira de Melo, 49, 2ªEsq., 1050-120 Lisbon, with companies registration number 500781419.

1. GENERAL DESCRIPTION OF THE FEATURES

1. Purchase of goods on www.BERSHKA.com via BERSHKA's APP

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

1.2 Management of receipts for purchases made on the Online Store

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

1.3 Identify yourself as a BERSHKA user by showing your QR ID.

Your QR ID is valid for identify yourself on the store, simplifying the procedures and allowing you to have a better experience. Your QR could also allow you to participate in promotional actions and get other advantages, which will be subject to the corresponding terms applicable for each case.

1.4 Obtaining an electronic receipt

When paying for a purchase in Physical Stores, you may obtain a receipt in electronic format instead of the paper one. To do so, you will have to previously activate the concrete the option "*Digital receipt*" on the App and present the QR ID code 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 your QR ID, under the applicable Terms and Conditions, according to the commercial policy of BERSHKA, and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt. Therefore, it is paramount that you understand that by activating the concrete the option "*Digital receipt*" on your app you expressly request the e-receipt or the

proof of purchase in electronic form, thus opting out of receiving it in paper form. You can, previous of each transaction, opt to receive the digital receipt or the paper receipt, at your best convenience.

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 of the App, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

1.5 Scan receipts

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

1.6. Camera Kit

The Camera Kit feature available in the App is technology provided by SnapChat, allowing users to simulate the use of products along with virtual props by taking photos and videos of them with their cameras. The photos or videos can only be stored in the user's device gallery or can be shared directly by the user on the connected social networks available for this feature.

Bershka does not guarantee that the result obtained will in any way fulfil users' needs, nor that it will fulfil any purpose or intended purpose. Neither does Bershka guarantee the quality of the result or any exclusivity over the virtual props.

As a user, you guarantee us that: (i) you are the owner of all the economic and moral rights over the photograph, exonerating Bershka from any kind of legal responsibility related to the authorship and intellectual property of said content, and that (ii) said photograph (a) will not infringe the rights (including, as an example, intellectual property rights, industrial property rights, the right to one's own image or personal intimacy or any other rights) or third-party interests, nor any applicable standard or regulation (international, Spanish or any other) and (b) will not reproduce the image of persons other than the user, nor include any element that could be considered offensive or disrespectful to the user, nor include any element that could be considered offensive or discriminatory (based on race, religion, gender, sexual orientation, political or trade union affiliation), illegal, threatening, libellous, defamatory, obscene, pornographic or indecent, or inappropriate in any other way.

2. AVAILABILITY OF SERVICES AND FEATURES

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, the availability of the BERSHKA's App or of any or the Features, and to modify, suspend or delete, under the same terms, the availability of the App / all or part of the Features.

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 / the different Features. You agree to use BERSHKA's App / the Features 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 / the Features.

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 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/ the Features.

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

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

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

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

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

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

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

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

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

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

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

