

## **1. INTRODUCTION**

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of products through such website (hereinafter, the "Terms"). Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "Data Protection Policies") prior to using this website. By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that you use the website or at the time of the formation of the Contract (as defined below) shall be the applicable ones.

## **2. OUR DETAILS**

Sale of goods through this website is carried out under the Bershka name by ITX TURKEY PERAKENDE İTHALAT İHRACAT VE TİCARET LİMİTED ŞİRKETİ, a Turkish company with registered office at Nispetiye Mahallesi Aytar Caddesi Başlık Sokak MM Plaza No:3 Kat:4 Levent/Beşiktaş/İstanbul, registered with the İstanbul Trade Registry with the number 378230 registered at Büyük Mükellefler Tax Office with the number 9960059923. You may contact our customer service department on our toll free number 00800448828852 (land phone calls; toll free).

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

It is required to share your personal information in order to continue with the purchase of the desired product. The information or personal details that you provide us with shall be processed pursuant to the Data Protection Policies. By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate. In case the client explicitly declares his/her interest, Bershka will inform the client regarding the new collections, catalogues, campaigns and special offers via mail, e-mail and/or SMS.

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

By using this website and/or by placing any order through it, you undertake:

1. To use the website exclusively to make legitimate enquiries or orders.
2. Not to make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made we shall be entitled to cancel the order and inform the relevant authorities.
3. To provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies). If you do not give us all of the information that we need, we may not be able to complete your order. By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

## **5. SERVICE AVAILABILITY**

Items offered over this website are only available for delivery to Turkey.

## **6. HOW THE CONTRACT IS FORMED**

To place an order, you must follow the online purchasing procedure and click "Authorize payment". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). You will later in a second email also receive confirmation that the order is accepted and being sent (the "Delivery Confirmation"). In case such confirmation is not provided to you by us, the Contract is not formed.

## **7. AVAILABILITY OF PRODUCTS**

All orders for products are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give you information about substitute products of an equal or higher quality and value which you can order. If you do not wish to order the substitute products we will reimburse any monies that you may have paid.

## **8. REFUSAL OF ORDER**

We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any product from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

## **9. DELIVERY**

Subject to availability (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to fulfil your order for product(s) listed in the Shipping Confirmation by the delivery date set out in the Shipping Confirmation or, if no estimated delivery date is specified, then within a maximum of 30 days of the date of the Order Confirmation.

If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any products you have paid for but not received. With regard to the virtual gift card, we will send it on the date indicated by you when you place your order.

Please note however that we do not deliver on Saturdays or Sundays, except in the case of the virtual gift card which will be delivered on the date indicated by you.

By accepting this delivery service you are accepting our delivery personnel or a representative of the Bershka into your home and so as to avoid or minimise the risk of damage to your home

or any of your possessions, we ask that you remove your possessions or anything that may be damaged and allow our delivery personnel as clear access to your home as possible. Unless caused by our negligence, we will not be held responsible for anything that is not removed to safety where reasonable steps could have been taken to avoid or minimise the risk.

For the purpose of these Terms "delivery" or "delivered" shall be deemed to have occurred upon you or a third party nominated by you acquiring physical possession of the products, which will be evidenced by the signing for receipt of the products at the agreed delivery address. The virtual gift card shall be deemed to be delivered in accordance with the Terms and Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

## **10. UNABLE TO DELIVER**

If we are unable to deliver, your product(s) will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day.

If after 15 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 charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

This clause shall not apply to the virtual gift card for which the delivery shall be governed by the Terms and Conditions of the Gift Card and clause 9 above.

## **11. RISK AND TITLE**

The Products will be at our risk until you receive the delivery unless you designate a different carrier than us. Ownership of the products will pass to you upon delivery (i.e. transfer of the possession) of the product to you.

## **12. PRICE AND PAYMENT**

The price of any products will be as stipulated on our site from time to time, except in cases of obvious error. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of products you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the products you will receive a full refund.

We are under no obligation to provide the product(s) to you at the incorrect (lower) price (even after we have sent you a Shipping Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as incorrect price. The prices on the website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide. Prices are liable to change at any time, but (other than as

set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation. Therefore, (except as provided above) price adjustments on previous orders are not permitted. Once you have finished shopping all the items you wish to purchase are added to your basket and your next step will be to go to the checkout process and make payment. To do this, you must follow the steps of the purchase process, completing or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. After the completion of order and before the confirmation of payment by the Client, basic characteristics of the purchased product, total sum including shipping costs and taxes, information regarding under which circumstances the right of withdrawal may or exceptionally may not be used, will be submitted to the Client in form of an order resume. 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.

Payment can be made by the means of payment shown on the website and apps via credit cards and debit cards. Similarly, you can pay all or part of the price of your order with a Bershka gift card or credit voucher card for Turkey issued by **ITX TURKEY PERAKENDE İTHALAT İHRACAT VE TİCARET LİMİTED ŞİRKETİ** to minimise the possibility of unauthorised access, your credit card details will be encrypted.

Once we receive your order, we will request a pre-authorization on your card to ensure there are sufficient funds available to complete the transaction. The charge will be made the moment we confirm the order. By clicking "Authorise payment" you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or the credit voucher card.

Credit cards are subject to validation checks and authorisation by your card issuer but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a Contract with you.

### ***Ordering through electronic devices in store, and making payment for those purchases***

If you are placing your order through one of the electronic devices that are available at certain Bershka stores in Turkey for this purpose, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. Prior to payment obligation, you will be provided with an order summary stating basic qualities of the goods, the price of the goods, the right of withdrawal and procedure of use and forfeiture of such right. You must 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 "Authorise Payment" button on the device screen, and you are required to pay for your order once it has been placed.

Payment can be made by the means of payment shown on the website and apps via credit cards and debit cards and the above provisions regarding validation checks and authorisation of your card will apply. You may also be given the option to pay for your order at the till, and in which case, your payment can be made by any of the means of payment available in those stores.

### **13. INVOICE**

Invoice is issued and submitted to the client at latest along with the products delivered. We have the right to apply different procedures required by e-invoice/e-archieve legislation.

### **14. 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 View Basket section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option. This will result in the following card information 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 authorise that purchases paid though the tool be charged to the respective card linked to the tool. 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, to do so must make at least one payment 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 "Favourite Card", and will be charged for Express Checkout purchases by default.

However, you may change your Favourite 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 Basket. 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.

You may change your Favourite Card linked to Express Checkout in the My Account section of this webpage.

### **15. 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 continue as a non-registered user.

### **16. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the website are subject to the Value Added Tax (VAT), except for eventual applicable exemptions, which shall be subject to confirmation by the recipient.

## **17. RETURNS POLICY**

### **17.1. Statutory right to cancel your purchase**

#### **Right to cancel**

If you are contracting as a consumer, you have the right to cancel the Contract, within 14 days, without giving any reason and without any fines (except for Contracts for those products mentioned in clause 17.3 below, for which the right to cancel is excluded).

You may return the purchased goods free of charge by Aras Kargo Yurt İçi Yurt Dışı Taşımacılık A.Ş. and Yurtiçi Kargo Servisi A.Ş.

The cancellation period will expire after 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the products, or in case of multiple products in one order delivered separately, after 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last product.

To exercise this cancellation right, you must notify us Bershka of your decision to cancel the Contract with a written notice or via fixed data register to us that you wish to use cancellation right. You may notify us by sending us by sending a written notification to the address Nispetiye Mahallesi Aytar Caddesi, Başlık Sokak MM Plaza No:3 Kat:4, 34340 Levent/Beşiktaş/İstanbul, Turkey or by sending a copy of the signed document via the channels on <https://www.bershka.com/tr/en>. You may use the model cancellation form as set out in the Annex to these Terms, although it is not obligatory.

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

In case of exercising the cancellation right, returns can be made to any Bershka Store or via courier as per 17.3 of this Agreement within ten (10) days from the date of declaration regarding the right of withdrawal. For online orders placed via iPod devices and have been paid at cash desks at store, return may be done only visiting a Bershka store, return via courier would not available for these orders.

If you have any questions, you can contact us on the contact form on our website or by calling 00800448828852 (land phone calls; toll free) or by the live chat on our website or by sending a WhatsApp to +34 679 30 64 48.

Reimbursement will be without undue delay and in any event not later than 14 days from the day we have received the notification regarding the use of cancellation right.

Regardless of the selected return method chosen by the client, in case returns by courier are not made through the courier selected by Bershka, additional costs which Bershka will incur, shall not be considered within the amount that will be refunded to the client.

Please note that, following delivery of the order, if you exercise the legal or contractual right of withdrawal and you are the one as a customer who does not use any return options (except the courier firm stated by the company) provided by Bershka and organises the transport of the returned goods by sending via the courier firm that the customer chooses, Bershka will not be

responsible these kind of returns by no means and you'll completely assume the risk and harm on the return package when it refers to causes not attributable to Bershka.

Also, please be informed 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 content of the return package not attributable to Bershka, we will be entitled to manage the return of the package to your attention and pass on you the corresponding costs.

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

### **Effects of cancellation**

If you cancel the Contract, save as otherwise set out in Clause 17.3 we will reimburse to you all payments received from you, including the costs of delivery (except for the additional costs of delivery where you have chosen a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement using the same means of payment as you used for the initial transaction; in any event, you will not incur any fees as a result of such reimbursement.

You shall hand back the products to us at any Bershka store in Turkey or to a Courier arranged by us without undue delay and in any event not later than 10 days from the day on which you communicate regarding the use of cancellation right. The deadline is met if you send back or return the products before this 10 day period has expired.

You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.

### **17.2 Contractual right to cancel your purchase**

In addition to the statutory right of cancellation of consumers referred to in Clause 17.1 above, we grant you (whether or not you are a consumer) a 30 day period, beginning on the Shipping Confirmation, to return products to us without giving any reason (except for gift cards and those products referred to in Clause 17.3 below, regarding which the cancellation right is exempted). Return of gift cards shall be governed by the Terms and Conditions of the Gift Card. In the event of any return under this contractual right, save as otherwise set out in Clause 17.3 you will be refunded the price paid for the returned products only - delivery and other costs will not be refunded. Direct costs incurred in the return of such products will be borne by you when the return is not carried out in a Bershka store in Turkey or by Courier arranged by us.

You may exercise your contractual right of cancellation in accordance with the provision of clause 17.1 above, however, you should inform us about your intention of withdrawing from the Contract after the statutory term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Shipping Confirmation.

Reimbursement will be without undue delay and in any event not later than 14 days from the day we have received your notice regarding the use of cancellation right.

We will reimburse you using the same means of payment as you used for the initial transaction.

This contractual cancellation right does not affect your statutory cancellation rights.

**17.3 Common provisions (applicable to both the statutory and contractual cancellation rights, exceptions of the cancellation rights)**

You shall not have the right to cancel the Contract when it is for the delivery of any of the following products:

1. Customised items.
2. Sealed audio, video or computer software products that have been unsealed after delivery.
3. Sealed products that are not suitable for return due to hygiene reasons that have been unsealed after delivery.

Upon delivery, you may handle the products to establish their nature, characteristics and functioning. Acceptable handling of the products is that which would reasonably be allowed in a shop. If your handling goes beyond what is acceptable and the products are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the products.

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 invoice which you will have received when the product was delivered or the relevant document required by e-invoice/e-archive legislation.

You will find a summary on exercising this cancellation right when you receive the order.

You may return any product at any Bershka store in the country where your product was delivered which has the same section to which the goods you wish to return belong to. In such case, you should go to such store and present with the good, the invoice included with the delivery of the product or the relevant document required by e-invoice/e-archive legislation.

**RETURNS**

a) Returns at any Bershka store

You may return any product at any Bershka store in the country where your product was delivered which has the same section to which the goods you wish to return belong to. In such case, you should go to such store and present with the good, the invoice included with the delivery of the product.

b) Returns by Courier

When returning the product(s) by Courier arranged by us, you should contact us through our web form to arrange for the product to be collected. You should send the product in the same package received by following 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 phone, dialing 00800448828852 (land phone calls; toll free).

Neither of the above options will entail any additional cost to you.



Where you would not wish to use neither of the free return methods available, you will be responsible for the return costs. Please bear in mind that if you wish to return the goods to us freight collect we may charge you any costs incurred in such return.

After examining the products, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when cancellation right is exercised within the statutory period and all the goods in which the relevant parcel consists of 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. The refund will always be paid using the same payment means you used to pay for your purchase.

You are responsible for risk of returning the products to us, as indicated above.

#### **17.4 Returns of defective products**

In addition to your statutory rights in relation to defective products, we offer the following contractual right in respect of defective products.

In circumstances where you consider that the product does not conform with the Contract at the time of delivery, you should contact us in convenient duration via our web form with details of the product and its damage, or you can contact us by telephone on 00800448828852 (land phone calls; toll free). You should return the product to us using a Courier arranged by us or to a Bershka store in the country of delivery. We will fully examine the returned product and will notify you of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We will usually process the refund or replacement as soon as possible and, in any case, within 14 days of the day we confirmed to you via e-mail that you are entitled to a refund or replacement of the defective product. Products returned by you because of a defect, where one exists, will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. We will always refund any money received from you to the credit card originally used by you to pay for your purchase. This clause does not affect your statutory rights.

#### **18. LIABILITY AND DISCLAIMERS**

Nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For fraud or fraudulent misrepresentation; or
3. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no

liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

We have a legal duty to supply products to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering goods to you that: (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 their kind are normally used and (iii) show the quality and performance which are normal in goods of the same type and can which can reasonably be expected. We warrant to you that any product purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which products of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the products available on this website. Products (including handicraft products) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed product.

Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

## **19. INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

## **20. VIRUSES, HACKING AND OTHER CYBERCRIMES**

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately.

We accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects.

## **21. LINKS FROM OUR WEBSITE**

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

## **22. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website.

For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **23. NOTICES**

All notices given by you to us should be given in writing. Subject to and as otherwise specified in Clause 22 we may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

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

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it (aside from our guarantee), without our prior written consent. However, you may transfer our guarantee at clause 17.4 to a person who has acquired the product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing proof of purchase or producing a letter or chain of letters from the original

Purchaser and subsequent Purchasers (where appropriate) transferring the benefit of the guarantee to the new owner of the property in question. We may transfer, assign, charge, subcontract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or

your rights under the Contract or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

## **25. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control. An event outside our control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents. Our performance under any Contract is deemed to be suspended for the period that any event outside our control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event outside our control to a close or to find a solution by which our obligations under the Contract may be performed despite the event outside our control.

## **26. WAIVER**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

## **27. SEVERABILITY**

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **28. OUR RIGHT TO VARY THESE TERMS**

We have the right to revise and amend these Terms from time to time. You will be subject to the policies and Terms in force at the time that you use this website or order products from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you. This change does not affect your statutory rights as a consumer.

## **29. LAW AND JURISDICTION**

We have the right to revise and amend these Terms from time to time. The use of our website and the Contracts for the purchase of products through such website will be governed by Turkish Law. Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Turkish courts. In case a dispute arises regarding the agreement between Bershka and the Client, the client may do the necessary applications to the authorised Consumer Court or to the Arbitration Committee for Consumer Problems. If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such.

## **30. FEEDBACK**

We welcome your comments and feedback. Please send all feedback and comments to us the channels specified on <https://www.bershka.com/tr/en/>

## **31. BERSHKA MEMBERS**

If you are a registered user and you are acting as a consumer, you may have access to discounts and other exclusive advantages (hereinafter, "BERSHKA MEMBERS") both on our website and App and in our physical stores. The conditions applicable to each discount or advantage will be communicated at all times in accordance with current legislation and will be applied in the conditions that govern each of these discounts or advantages (hereinafter, "Particular Terms") that will be duly announced. In this sense, these Terms of Use and Purchase will be complemented by the Particular Terms for each of these actions.

ANNEX

Model cancellation form

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

To **ITX TURKEY PERAKENDE İTHALAT İHRACAT VE TİCARET LİMİTED ŞİRKETİ**, operating under the trading name **Bershka**,

I hereby give notice that I cancel my contract of sale of the following products:

[Customer to insert description of products]

Ordered on/received on

Name of consumer

Address of consumer

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

Date

## **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](http://www.bershka.com).

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](http://www.bershka.com); (ii) the option to manage receipts for purchases made on **BERSHKA's** online stores (the "Online Store") and, (iii) the option to receive the electronic receipt or electronic proof of purchase, by showing at **BERSHKA's** Physical Stores the designated exclusive QR for such purposes. Both Physical Store and Online Stores are operated in Turkey by the company **ITX TURKEY PERAKENDE İTHALAT İHRACAT VE TİCARET LİMİTED ŞİRKETİ.**, having its registered office at **Nispetiye Mahallesi Aydar Caddesi Başlık Sokak MM Plaza No:3 Kat:4 Levent/Beşiktaş/İstanbul** number of registration in the Business Register of **378230**, Fiscal Code and VAT Number **9960059923**.

### **1. GENERAL DESCRIPTION OF THE SERVICE**

#### **1.1 Purchase of goods on [www.bershka.com](http://www.bershka.com) via **BERSHKA's** APP**

Customers can purchase goods on [www.bershka.com](http://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](http://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 Obtaining an electronic receipt**

When paying for a purchase in Physical Stores, you may request a receipt in electronic format. 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 said receipt, 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 be issued a paper receipt in addition to the sales document given in electronic receipt.

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

#### **1.4 Scan receipts**

, 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 use this electronic receipt to 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.

### **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 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.