

BERSHKA TERMS & CONDITIONS

1. INTRODUCTION

These are the terms and conditions governing the use of this website and the sales agreement between us and you (hereinafter, "**the T&C**"). The T&C sets out the rights and obligations of all users (hereinafter, "You" / "you"/"your") and those of **ITX E-commerce (Shanghai) Co., Ltd.** (hereinafter, "us"/"our"/"We") in relation to the goods and/or services (hereinafter, "**Products**") offered by us through this website or any of the other websites to which we may link. Before you click on the "Authorize Payment" button to make your purchase, please read carefully the T&C and our Privacy Policy.

If you have any questions about the T&C or the Privacy Policy, You may reach us through the contact information indicated in the *Contact Us* section on this website. This website is operated by **ITX E-commerce (Shanghai) Co., Ltd.** with its registered office at Unit 01, 29F, Building 1, No.399 Kaixuan Road, Changning District, Shanghai.

2. USE OF THE WEBSITE

Unless we otherwise expressly agreed in writing, the T&C shall be deemed as the only valid Sales Contract ("**Contract**") between you and us regarding your purchase of product. The T&C is essentially important to both you and us because it is legally binding and protecting your rights as a valued customer and our rights as a business. **Therefore, you hereby confirm, before your purchase of product, you have carefully read the T&C and unconditionally accepted the T&C. Your purchase of product through this website will be deemed as your unconditional consent to be bound by the T&C and Privacy Policy. If you do not agree with all the terms in the T&C and Privacy Policy, please do not purchase any Product through this website.**

You agree that:

- You shall legally use the website to make enquiries or purchase.
- You will not make any speculative, false or fraudulent order. If we can reasonably believe that such an order has been made, we are entitled to cancel the order and inform relevant authorities.
- You undertake to provide correct and accurate e-mail, postal and/or other contact details to us and agree to be contacted through such contact information (see our Privacy Policy).
- If you fail to give us all of the information needed, we might not be able to complete your order.

You warrant that you have reached the legal age under Chinese law to enter into a valid contract, and you are fully responsible for the authenticity of all information contained in your order. **You hereby specifically confirm, before your purchase of any Product through the website, we have provided you with and draw your attention to in a conspicuous manner, and you have carefully read and fully understood, the relevant information of the Products you purchased, including but not limited to the quantity, quality, price, expense, performing period and method, safety caution and risk warning, return and exchange policy, after-sales service, and civil liabilities.**

3. SERVICE SCOPE

The products we offer on this website are only available in mainland China (hereinafter, "**Mainland China**").

4. CONTRACT ESTABLISHMENT

If you intend to make a purchase, you shall follow the shopping process online and press the "Authorize Payment" button to submit the order. After submitting your order successfully, a contract ("Contract") of the sale and purchase of the Products between you and us is established. However, you should make the payment within our required period, otherwise your order will be automatically cancelled. After you make payment successfully, you will receive an e-mail from us acknowledging that we have received your order (the "**Acknowledgement of Order**"). After your order is dispatched, **you will receive our email that confirms the dispatch of the Products (the "Shipment Confirmation")**).

You may choose to purchase as a guest. In such mode, you only need to fill the personal information that is absolutely necessary. Before your completion of purchase, you will be given the option to register and save your data for future usage.

5. STOCK

Whether we are able to perform your order is subject to our stock. If the Product you choose is temporarily not available in our stock, we will suggest you to buy other Products with similar or higher quality and value. If you don't want to buy the Products we recommended, we will refund you if you have paid any amount for such unavailable Products.

6. ORDER REJECTION

Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances that we have to reject your order after we have sent you an Acknowledgement of Order. In such exceptional circumstances, we reserve the right to reject any order at any time and at our sole discretion.

We reserve the right to withdraw any product from this website, whether it has been sold or not, remove or edit any materials or contents on this website. We shall not be liable for you or any third party for our deleting, editing any materials or contents on this website, nor shall we be liable for rejecting processing or performing orders.

7. RETURN AND EXCHANGE POLICY

You may return the Products at any time within thirty (30) days upon your receipt of Shipment Confirmation email (or within seven (7) days from the next day immediately following upon your receipt of the Products if you fail to receive the Products within 23 days after your receipt of Shipment Confirmation email), under the condition that your returned Products comply with our Return Policy. After a successful return, you will receive the refund.

Return Policy. We will accept your application of return under the following conditions:

- (1) Products returned shall be in good conditions, i.e. the Products you returned shall be able to maintain its original quality and function; and the Products itself, together with its accessories, tags and logos are intact;
- (2) **Products returned are in the same status as you received it, and will not affect its second sale;**
- (3) Documents, wrappings, instructions, boxes(if any) go with the Products returned shall be return without damage and in original status;
- (4) Unless otherwise indicated, gifts, coupons, vouchers and discount etc. shall be returned together with the Products;
- (5) You cannot return the following Products:
 - a. Customized items;
 - b. Music CDs/DVDs, whose original wrapping has been removed;
 - c. Underwear and sealed goods for hygiene reasons which were unsealed after receive them;

- d. Stockings, socks, earrings, headbands and other hair ornaments or accessories (i.e. gums, hair bands, forks...) due to hygiene reasons.

Please exercise reasonable care while you are in possession of the Products. If your use of the Products has exceeded the needs for inspection and confirmation of its quality and function, which caused the value of the Products are depreciated, for instance, the trademark logos have been removed or cut, the Products are dirty or damaged, we will reject your return.

Due to technical restrictions, our website cannot provide you exchange service. If you have to exchange, please return your Product and buy another one. If you disagree such arrangement, please do not purchase any Product through this website.

8. RETURN PROCEDURE

Return Method. You have two options in case of return.

- (1) You may return in any BERSHKA physical store (“BERSHKA Physical Store”) directly or indirectly invested by Inditex Group in Mainland China, but you have to bear the transportation fee;
- (2) You may return according to the instructions shown in the section of *Return* on this website, and deliver the Products to our designated carrier. Our carrier will collect for free at your designated location.

We do not encourage you to post the Products back to us. **If you post the Products back by yourself, we will not bear the courier fee. If you choose to pay upon delivery, we are entitled to reject the parcel, or we will deduct RMB 30 from your refund as the courier fee.**

If you have any question or you cannot access my account for return procedures due to your visit as a guest, you may contact us by this website or 4008202166.

If you choose to return at BERSHKA Physical Store, except for the return policy stated herein, you also need to show order information (including order number and order date) and electronic receipt with returned Products marked while deliver your returned Products.

We will inform you whether you are entitled to refund after checking your returned Product. If the returned Products comply with our return policy, we will refund your paid amount for the returned Products within statutory period. But the time you receive the refund is subject to the payment method you use and the procedures and policies of relevant bank and financial institutions. Unless you choose payment upon delivery, we will refund you by the method of payment you used while purchase. **For payment-upon-delivery orders, we can only refund you through bank transfer, so please make sure you fill in the correct bank card information in return process on this website. If you don't want to fill in your bank card information, please DO NOT choose payment-upon-delivery.**

9. RETURN OF DEFECTIVE PRODUCTS

In circumstances where you consider that the Product are defective, please contact us promptly with details of the Product and its damages. In addition, you could also contact us by 4008202166 to receive return instructions.

In case of existence of any defect, defective products will be refunded in full. We may provide exchange service for the defective Products, but only for the Products with the same size and color, and exchange can be provided only when we have such Products in stock.

10. DELIVERY

We will make our best endeavor to deliver the Products before the delivery date indicated in the Shipment Confirmation email (or if no date indicated, within 15 days upon delivery of the Shipment Confirmation email). Please note that the Products included in your order may be shipped from different locations and therefore, they may be delivered separately and at different times.

Delay of delivery may be caused by:

- Customization of products;
- Specialized items;
- Force Majeure;
- Delivery address is unable or difficult to reach; or
- You provided wrong information (e.g. wrong delivery address).

For whatever reason, if we couldn't deliver the Products on time, we will keep you informed. At that time, you are entitled to choose, either continue waiting for the delivery, or cancel the order and get fully refunded.

If the Products are signed for receipt at the delivery address with proof, our obligation of delivery is deemed as fulfilled.

If you are not available while delivery, please contact us to rearrange delivery for another mutually convenient time and location, provided that the new delivery location is within the same city originally indicated in your order. You can only change the delivery time and location once.

11. TRANSFER OF RISK AND OWNERSHIP

The Products will be at your risk from the time when your Products are signed for receipt.

The ownership of the Products will only be transferred to you after we receive your full payment (including courier fee), and your Products are signed for receipt.

12. PRICE AND PAYMENT

Unless there are obvious mistakes, the price of the Products is subject to that indicated on this website. Although we make our best endeavor to make sure the accuracy of the price, errors may occur. If we found that the Products you ordered are with a wrong price, we will inform you as soon as possible. After being informed, you are entitled to re-confirm the correct price or cancel your order. If we cannot reach you, your order will be deemed as cancelled. Your payment will be fully refunded.

Even after we send the Shipment Confirmation email, if the price mistake is obvious, cannot be misunderstood, and can be reasonably distinguished, we shall not be liable to sell the Products to you at the wrong (lower) price.

The price indicated on our website is VAT inclusive and carrier fee excluded. Carrier fee will be calculated into the total amount according to the Carrier Statement.

Prices may be changed at any time but unless there is any price mistake as mentioned above, the price of the Products in your Shipment Confirmation email will not be changed.

Once you finish shopping, all the items you wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. Please do as follows,

- (1) Click the "Shopping bag" button at the top of the page.
- (2) Click the "See shopping bag" button.
- (3) Click the "Process order" button.
- (4) Fill in or confirm your contact details, details of your order, delivery address and the invoicing address.
- (5) Complete the payment checkout procedure using your preferred payment method.

You may complete your payment through Alipay, E-bank or Payment upon Delivery. Please see the details in our *Buying Guide* section.

If we didn't receive your payment, we shall not be liable for late-delivery or non-delivery.

13. VALUE-ADDED TAX

All the sales through this website are subject to value-added tax. The price indicated on our website is VAT inclusive.

As per state tax regulation, during your purchase, you are entitled to get VAT normal invoice. If you request the VAT normal invoice, except for necessary information for issuing the invoice, we will not request you to provide any identification or supporting document. If you have any question regarding invoices, please contact us through 4008202166.

14. LIABILITIES AND EXEMPTIONS

Within the scope permitted by law, our liability in connection with any Product purchased through our website is strictly limited to the purchase price of that Product.

Within the scope permitted by law, we will not be liable for any indirect losses caused by tort, breach of contract or other reasons. The abovementioned indirect losses include but not limited to,

- **loss of income or revenue;**
- **loss of business;**
- **loss of profits or contracts;**
- **loss of data; or**
- **loss of management or work time.**

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.

All the product description, information and materials posted on this website are all on *status quo* basis without any express or implied warranties.

15. INTELLECTUAL PROPERTY RIGHTS

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 property of us or our licensors'. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent you from making a copy of your order details when necessary.

16. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website through any means.

Failure to comply with this clause will result in immediate forbidden to use this website. We will report to competent authorities, identify the attacker and you will be held legally liable.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your

computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

17. THIRD PARTY LINK

If our website contains links to other websites or third-party materials, said links are provided for reference purposes only. We shall not be held liability for any damages deriving from such other websites or third-party materials.

18. WITTEN COMMUNICATION

Considering that applicable law requires our communication to be in writing, we will contact you through email or notice from the website. You hereby expressly agree to communicate with us through email, and acknowledge the legitimacy and legal effect of our electronic agreement and the notices, emails and messages we send to you by electronic means.

19. NOTICE

All notices you send to us shall be delivered preferably via our website. Unless otherwise stipulated in clause 18 above, we may notify you by email or delivery to the addresses you provided during your purchase.

Notice shall be deemed duly served if the letter was properly addressed, paid and delivered to the carrier in case of post; and if an e-mail was sent to the specified e-mail address designated by the addressee in case of email.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

Our contract is binding to us, you, our successor and transferee and your successor and transferee. However, without our prior consent, you shall not transfer or otherwise dispose this contract or any of your rights and obligations hereunder.

We may transfer, assign or otherwise dispose of this contract, or any of our rights or obligations hereunder, at any time during the term of the Contract. For the avoidance of doubt, any of such transfer, assignment, or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which we may have provided to you, whether express or implied.

21. FORCE MAJEURE

We shall be exempted partly or entirely for our non-performance or late-performance of our contractual obligations to the extent of being impacted, if such non-performance or late-performance is caused by those objective circumstances that are unforeseeable, unavoidable and insurmountable (“Force Majeure”).

22. WAIVER

At any time within the contract period, if we fail to insist your strict performance of your contractual obligations, terms and conditions in this T&C, or we fail to realize our right or remedy under our sales contract, it doesn't constitute a waiver from us of our rights and remedies, or of your obligations.

Our waiver to your breach shall not be deemed as our waiver to your subsequent breaches. No waiver by us of any clause in this T&C shall become effective unless we expressly state our waiver and inform you as per the above clauses of notice.

23. SEVERABILITY

If any clause in this T&C is determined by any competent authority to be invalid or illegal, such clause shall not affect the validity of other clauses. The remaining clauses, conditions and provisions shall continue to be valid to the extent permitted by law.

24. ENTIRE AGREEMENT

This T&C and relevant documents mentioned herein constitute the entire agreement between you and us regarding our transaction, and shall supersede any prior oral or written agreement, understanding or arrangement between you and us.

25. Right of Modification

We may revise or amend this T&C from time to time, which will become effective upon publishing. We will not send you any notice separately for such revision or amendment. Unless it is required by law or authorities to modify the T&C, Privacy Policy or other policies (in such case, the revised version may apply to your purchase), you only need to obey the T&C, Privacy Policy or other policies published at the time of your purchase.

Your purchase of Product through this website will be deemed as your unconditional consent to be bound by the T&C and Privacy Policy published and valid at the time of your purchase. If you do not agree with all the terms in the T&C and Privacy Policy, please do not purchase any Product. Therefore, before your purchase, please read carefully the T&C published at this Website.

26. LAW AND JURISDICTION

All the Sales Contracts made through this website during your purchase shall be governed by Chinese Law. Any dispute arising from, or related to such Sales Contract shall be subject to court litigation at the defendant's domicile.

27. FEEDBACK

Shall you have any suggestion or feedback, please contact us through this website.

This T&C is updated and takes effective since 7th May, 2019.