PULL&BEAR

Purchase conditions

TERMS OF USE

1. INTRODUCTION

This document (together with all the documents mentioned herein) establishes the conditions governing the access to, navigation and use of the website www.pullandbear.com (the “Website”), as well as the use of its contents and functionalities (the “Content”).

The terms and conditions indicated below (the “Terms”) govern the access to, navigation and use of each and every web page designed and addressed to Albania/Republika e Shqipërisë under the domain www.pullandbear.com, as well as their respective subdirectories, irrespective of whatever application, digital medium, support or device is used to access said pages.

The web user (the “User”) should carefully read these Terms, and our Privacy and Cookies Policy (“Data Protection Policies”) before using the Website. Upon using this Website, the User agrees to be bound by these Terms and to our Data Protection Policies, and as such, if they do not agree to all of the Terms or to the Data Protection Policies, the User should not use this Website.

If you have any queries regarding the Terms or Data Protection Policies, you can contact us via our contact form.

Access to the Website and use of its Content implies full, unreserved acceptance of the current Terms published on the Website at the time the User accesses it, thereby binding the User to said Terms.

These Terms shall be available in English language, in which navigation is enabled.

2. OUR DETAILS

The Website operates under the trade name Pull&Bear (“Pull&Bear”) through the Dutch company ITX MERKEN, B.V. (the “Company”), with registered address at Nieuwezijds Voorburgwal 307, 1012 RM, Amsterdam (The Netherlands), registered at the Amsterdam Chamber of Commerce with number 64755843 and tax number NL855820627B01.

3. PURPOSE

The purpose of these Terms is to regulate access to, navigation and use of the Website.

The User understands and accepts that the Content of this Website is primarily for the purpose of promoting Pull&Bear points of sale and that the products advertised are only marketed in said points of sale.

Pull&Bear reserves the right to modify, at any time and without prior notice, the presentation and configuration of the Website and the Content contained therein. The User acknowledges and accepts that Pull&Bear may, at any time, discontinue, de-activate and/or cancel any of the Content included in the Website.

Pull&Bear expressly informs users that the products shown on the Website may not be available in all points of sale. Pull&Bear reserves the right, at any time and without notice, to cease selling the products shown on the Website. In this respect, the User understands and accepts that Pull&Bear undertakes to update the Website as quickly as possible, taking into account the inherent technical and organisational issues in the process.

It is possible that the Website may contain accidental spelling mistakes, which may affect the description of the product and its price. We therefore request that if you detect any errors of this type, please contact us immediately through our contact form.

4. USE OF OUR WEBSITE

Upon using this Website and its Content, the User expressly agrees to:

i. Use the Website and the Content included therein in a diligent manner appropriate to current legislation, morality, decent conduct and public order, and in all cases, in accordance with the purpose for which the Website and its Content exist.

ii. Abstain from accessing the Website Content by any means other than that of the screen interface provided by Pull&Bear for that purpose.

iii. Not use the Website or its Content for illegal purposes or effects, or in a manner in breach of these Terms, that may damage third-party interests or rights, or in any way damage, impair, disable, or make the Website or its Content inaccessible, or impede its normal use for other users.

iv. Not destroy, alter, render useless or in any other way damage the data, programs or electronic documents found in the Website.

v. Not hinder other users accessing the service by the mass consumption of computer resources used by Pull&Bear to provide the Content, and also to not take any actions that damage, interrupt or generate errors in said systems or Content.

vi. Not introduce programs, viruses, macros, applets, ActiveX controls, or any other logical device or sequence of characters that cause or may cause any type of alteration to the computer systems of Pull&Bear or third parties.

vii. Not obtain information, messages, graphics, drawings, audio and/or image files, photographs, recordings, software and, in general, any type of material accessible via the Website or the Content offered thereon.

It is understood that access to, navigation and/or use of the Website by the User implies said User's acceptance of the Terms published by Pull&Bear at the time of access, which shall always be made available to Users.

5. ACCESS, NAVIGATION, AND USE OF THE WEBSITE: USE OF PASSWORDS

Generally, Users do not need prior subscription or registration to access, navigate or use the Website, notwithstanding that subscription or registration shall be required to use certain Content. In such cases, the User should provide the information requested and follow the established registration process for accessing the Content.

When the User must register or provide personal data to access Content, the User shall be responsible for the veracity and legality of the data provided.

If the User does not comply with this clause, Pull&Bear shall have the right to cancel their registration and deny said User access, now and in the future, to the Website Content.

6. LEGAL AGE

In general, access to the Website is not recommended for minors under the age of 18. Therefore, by accepting these Terms, the User states that they are 18 years old or over and that they are fully responsible for said statement.

7. MODIFYING THE TERMS

Pull&Bear reserves the right to modify these Terms without prior notice. The User recognises and accepts responsibility for reviewing this Website and these Terms. Continued use of this Website after said modifications shall constitute recognition of any amendments to the Terms and acceptance to be bound by them. If the User does not agree with the modifications made, we recommend that they do not use our Website.

8. GUARANTEES AND LIABILITY

Pull&Bear commits to making its best efforts to avoid any errors in the Website Content. In any case, Pull&Bear shall be exempt from any liability arising from possible errors in the Content shown on the Website, provided it is not liable under current legislation.

Pull&Bear reserves the right to interrupt access to the Website, as well as the provision of any or all of the Content provided thereon, at any time and without prior notice, whether for technical, security, control or maintenance reasons, or faults in the power supply.

Consequently, Pull&Bear does not guarantee the reliability, availability or continuity of the Website or Content; therefore, Users use them at their own risk and liability and may not demand liability for the discontinuity or lack of availability thereof.

Pull&Bear shall not be responsible for any interruptions to the Website or other inconveniences caused by reasons beyond the control of Pull&Bear, and/or due to fraudulent or negligent actions by Users and/or caused by force majeure. In any case, whatever the cause, Pull&Bear shall not be liable for any direct, indirect, or consequential damages, and/or loss of earnings.

Pull&Bear shall not be liable for damages of any kind that may be caused by the lack of veracity, accuracy, thoroughness and/or the updated nature of the Content transferred, disclosed, stored, made available or received, obtained or accessed via the Website, or for any Content provided or offered by third parties or entities. Pull&Bear shall attempt, as far as possible, to update and rectify any information on its Website that does not comply with its minimum guarantees on accuracy.

Pull&Bear shall not be liable for damages of any kind that may be caused by the presence of a virus or other harmful elements in the Content that alter computer systems, or the documents and systems stored thereon, provided that it is not liable under current legislation.

Pull&Bear accepts no liability for Users using the Website or its Content in a way that breaches any type of national or international regulation, intellectual or industrial property rights, or any other right of third parties. Nor does it accept liability for any security errors that may be caused by using outdated versions of browsers, or for the consequences that may arise from browser misuse, whether due to an incorrect configuration, presence of a computer virus or any other cause not attributable to Pull&Bear.

Pull&Bear reserves the right to block and/or expel Users who use the Website incorrectly.

Unless expressly stated otherwise in these Terms or under current legislation, Pull&Bear shall not accept any liability for the following losses, irrespective of their cause:

i. Loss of income or sales;

ii. Loss of business;

iii. Loss of profits or contracts;

iv. Loss of anticipated savings;

v. Loss of data; or

vi. Loss of management time or office hours.

9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS AND OTHER RIGHTS

Applicable Legislation

This Website, as well as its Content, Services and other elements, are the property of or are controlled by Pull&Bear, or third parties that have authorised their use, and are protected, without any limitation, by the intellectual and industrial property laws of the Kingdom of Spain and by any applicable international treaties and conventions.

Pull&Bear’s Rights

Pull&Bear or any of the third parties that have authorised their use reserve full rights over all the Content, Services or other elements that are included on the Website (hereinafter referred to as “Property”).

Third Party Rights

The user acknowledges and accepts that Content and Services owned by third parties, whose rights are protected by the applicable legislation in matters concerning intellectual and industrial property rights, rights to exploit the commercial and advertising value of images and other similar rights, according to each case, can be accessed on the Website.

Reservation of rights

The User undertakes not to withdraw, suppress, alter, manipulate or make any modifications to: (a) any intellectual or industrial property notes, footnotes, indications or symbols that [BRAND] or the legitimate owners of the rights incorporate in their property (such as, for example, copyright, ©, ® and ™, etc.), (b) any technical protection or identification devices that may be found in the Content (such as, for example, watermarks, digital fingerprints, etc.).

10. PROPERTY LICENCES

The user acknowledges that, by virtue of these General Terms, Pull&Bear neither grants nor transfers to the user any rights whatsoever in respect of its Property or the property of any third party. Pull&Bear only authorises the user to access and use its Property in accordance with the terms set out in these General Terms.

Pull&Bear hereby authorises all users to access and navigate the Website, using the Services and visualising the Content incorporated therein.

Users are not authorised to copy, distribute, send, communicate, modify, alter, transform, transfer or in any other manner carry out activities that involve making commercial use of the Website, its pages, Content or its constituent parts, either in part or in full, without the express written consent of the lawful owner of the operating rights.

Accessing, viewing and, where relevant, downloading the Content and/or Services shall in each and every case be carried out for strictly personal, non-commercial purposes.

Pull&Bear grants the user no other licence or authorisation to use its Property other than that expressly detailed in this clause.

11. LINKS FROM OUR WEBSITE

These Terms refer only to the contents of the Website www.pullandbear.com and do not apply to third-party links or websites which may be available through the Website.

In the event our Website contains links to other websites and third-party material, these links are facilitated for solely informative purposes, and we do not have any control over the content of these websites or materials. Therefore, we will accept no liability for any loss or damages arising from their use.

Pull&Bear reserves the right to remove unilaterally, and at any moment, any links that appear on the Website.

Users and, in general, all those persons who intend to create a link between their web page and the Website, must comply with the conditions listed hereunder. Any intention to create a link in any manner other than that stipulated in this clause shall require prior written acceptance from the Company.

Auser may not reproduce or copy, either in full or in part, the content of the Website or its graphic appearance (“look and feel”), nor may he or she produce frames or assembled links of the Website pages.

No browser, frame or navigation bar or environment may be created on the Website pages.

No false, inexact, incorrect or denigrating statement may be made in respect of the Website, [BRAND] or the Property and, in particular, nor shall it be stated or given to be understood that [BRAND] collaborates with or is a collaborating partner of, or has in any other manner supervised or assumed in any way, the content or services offered or placed at the disposal of the web page to which the link is established.

The web page to which the link is established shall not contain any trademark, commercial name, notice of establishment, denomination, logotype, slogan or other distinguishing sign which are the property of Pull&Bear, with the exception of those signs forming part of the same link or other Property which held a prior written licence from Pull&Bear.

The web page to which the link is established shall not contain any information or content which may be illicit or contrary to morals and generally accepted ethical conduct and public order, nor shall it contain any content or services contrary to any third party rights.

12. VIRUSES, PIRACY AND OTHER CYBERATTACKS

The User may not make undue use of this Website by intentionally introducing viruses, Trojans, worms, logic bombs or any other technologically damaging or harmful program or material. The User may not try to gain unauthorised access to this Website, the server on which this Website is hosted, or any server, computer or database related to our Website. The User undertakes to not attack this Website through a denial-of-service attack or a distributed denial-of-service attack.

Breaching this clause may lead to offences as described in applicable legislation. We will inform the competent authorities of any breach of said regulations and will cooperate with them to discover the attacker's identity. Also, anyone in breach of this clause will immediately no longer be authorised to use this Website.

We shall not be liable for any damages or loss resulting from a denial-of-service attack, virus or any other program or technologically damaging material that may affect your computer, IT equipment, data or materials as a result of using this Website or downloading content from it or those to which it redirects.

13. WRITTEN COMMUNICATIONS

Applicable regulations may require that some of the information or communications we send you in the future be in writing. By using this Website, the User accepts that most of said communications will be in electronic format. We will contact you by email or provide information by publishing announcements on this Website when relevant. This does not affect your legal rights.

14. NOTIFICATIONS

Any notifications you send us should be sent through our contact form. In accordance with the above, and unless otherwise stipulated, we may send you communications by email.

Notifications shall be deemed to have been received and correctly made at the time that they are posted on our Website, 24 hours after having sent an email, or within three days following the posting date of any letter, as applicable. To prove that a notification has been issued, it will be sufficient to prove, in the case of a letter, that it bore the correct address and correct stamp and was posted in a Post Office or post box, and in the case of an email, that it was sent to the email address specified by the recipient.

15. EVENTS BEYOND OUR CONTROL

Pull&Bear accepts no liability for any delays or faults that may occur in the accessing of, functioning or operability of the Website or its Content, or for any related interruptions, suspensions or malfunctioning where these are caused by faults due to any situation of force majeure or unforeseen circumstances.

We shall not be held liable for any breach in the clauses of these Terms when caused by events which are out of our reasonable control (“Force Majeure”).

Force Majeure includes any action, event, failure to act, omission or accident that is beyond our reasonable control, including but not limited to:

i. Strikes, lock-outs or other industrial action.

ii. Civil unrest, uprising, invasion, terrorist threat or attack, war (declared or undeclared) or the threat of or preparations for war.

iii. Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.

iv. Impossibility of use of trains, boats, planes, motor vehicles or other means of transport, whether public or private.

v. Impossibility of use of public or private telecommunications systems.

vi. Acts, decrees, legislation, regulations or restrictions by any government or public authority.

Our obligations will be understood to be suspended while the Force Majeure event is happening, and we will be allowed to extend the time in which our obligations must be fulfilled by a period as long as the duration of the Force Majeure event. We will use all reasonable means to bring the Force Majeure event to an end or find a solution that will let us fulfil our obligations despite the Force Majeure event.

16. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

These Terms are binding both for you and for us, as well as for our respective successors, transferees and assignees. You may not assign, pass on, encumber, subrogate or in any other way transfer the Terms, or the rights or obligations established therein, without having first obtained written consent from Pull&Bear.

Pull&Bear may assign, pass on, encumber, subrogate or in any other way transfer to third parties, in part or in full, the rights and obligations resulting from the Terms for which the User gives their consent. To avoid any ambiguity, such transmissions, cessions, encumbrances or other transfers shall not affect any of your legally recognised rights as a User, nor shall they cancel, reduce or limit in any other way any explicit or tacit guarantees we may have given you.

17. WAIVER

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you under these Terms, or a lack of exercising on our part of the rights or actions that correspond to us under said Terms, shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

No waiver by us of a specific right or action shall entail a waiver of other rights or actions derived from the Terms.

Awaiver any of these Terms shall not be legally effective unless it is expressly established that it is indeed a waiver, the waiver is formalised, and you are informed in writing, as established in the Notifications section above.

18. PARTIAL ANNULMENT

Should any of these Terms or provisions be declared null and void by a final decision issued by the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by this declaration of nullity.

19. COMPLETE AGREEMENT

These Terms and any document that is expressly referenced herein constitute the full agreement between you and us with regard to the purpose thereof and they replace any other prior pact, agreement or promise made between you and us, whether verbally or in writing.

20. APPLICABLE LAW AND JURISDICTION

All questions or issues that arise between Pull&Bear and you that are related to the interpretation, adherence to and validity of these Terms will be governed by these clauses and, for what is not foreseen in these clauses, in accordance with Spanish legislation; the parties expressly submit to the non-exclusive jurisdiction of the Spanish courts.

Should the User be a consumer, nothing in this Clause shall affect the statutory rights you have, as recognised in any applicable legislation in this area.

21. FURTHER INFORMATION

We welcome your comments and suggestions. Please send any comments, suggestions, as well as any query, complaint, or claim, via our contact form.

Complaints and claims made to our customer services will be dealt with in the shortest possible period of time and, in all cases, within the period established by law.