

# **TERMS AND CONDITIONS OF USE AND PURCHASE WWW.PULLANDBEAR.COM**

## **1. INTRODUCTION**

This document (together with all the documents to which it refers) establishes the terms and conditions of use for this website ([www.pullandbear.com](http://www.pullandbear.com)) regardless of the application, digital means, media or device used for access (hereinafter and jointly, the Platforms) and the purchase of products on them (hereinafter, the "Terms and Conditions").

You are advised to read these Terms and Conditions carefully as well as our Cookies Policy and our Privacy Policy (jointly, the "Data Protection Policies") before using the Platforms. You must respect all rules that govern the use of the Platforms. Before placing an order, you must accept these Terms and Conditions, and read the information contained in our Privacy Policy, as you will be bound by them. If you do not agree with all the Terms and Conditions, you must not use the Platforms. If you have any queries regarding the Terms and Conditions or Data Protection Policies, you can contact us via our contact form. The contract may be formalised, at your choice, in any of the languages in which the Terms and Conditions are available on the Platforms.

## **2. OUR INFORMATION**

Products are sold through our Platforms under the name PULL&BEAR by PULL & BEAR ESPAÑA, S.A., a Spanish company with the business address Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered in the Company Register of A Coruña in Volume 960, General Section, Folio 17, Page C-3,282, and with Tax ID number A15108673, telephone number +34 900812900 and email [contact.es@pullandbear.com](mailto:contact.es@pullandbear.com).

## **3. YOUR DETAILS AND VISITING OUR PLATFORMS**

The information or personal data provided by you shall be processed in accordance with the Data Protection Policies. All information or details you provide when using the Platforms must be true and accurate.

## **4. USE OF OUR PLATFORMS**

By using our Platforms and placing orders on them, you agree to:

1. Use our Platforms for legally valid consultations or orders only.

2. Not place any false or fraudulent orders. If we can reasonably assume that an order of this kind has been made, we shall be authorised to cancel the order and inform the relevant authorities.

3. Provide your email address, postal address and/or other contact information truthfully and correctly. We may also use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we require, we will not be able to process your order. When placing an order through our Platforms, you declare that you are over 18 years of age and have the legal capacity to enter into contracts.

## **5. SERVICE AVAILABILITY**

The items offered through our Platforms are only available for delivery in Spanish territory.

If you wish to place an order from another country via this website, you may, of course, do so. However, please note that we only offer delivery to one of the PULL&BEAR stores in Spain or to a delivery address in Spain.

Notwithstanding the foregoing, please note that orders placed on <https://www.pullandbear.com/ic/> will only enable delivery (either at home or in store) within the Canary Islands, and not within the Iberian Peninsula. In turn, orders placed on <https://www.pullandbear.com/es/> will only enable delivery (either at home or in store), within the Iberian Peninsula, and not in the Canary Islands.

## **6. HOW TO PLACE AN ORDER**

To place an order, you must follow the online purchase procedure and click on "Authorise Payment". You will then receive an email acknowledging receipt of your order (the "Order Confirmation"). We will also inform you by email when your order is being delivered (the "Shipping Confirmation"). An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the "electronic receipt").

## **7. AVAILABILITY OF PRODUCTS**

All orders are subject to product availability. If problems should arise in supplying the products or if items are out of stock, we will refund the amount paid.

## **8. TECHNICAL MEANS TO CORRECT ERRORS**

If you see that an error was made in entering your personal information when registering as a user of our Platforms, you can modify said information in the "My Account" section.

In any event, you can correct errors relating to the personal data provided during the purchase process by contacting customer service via the phone number 900812900, our WhatsApp and chat, or the email address [contact.es@pullandbear.com](mailto:contact.es@pullandbear.com), as well as exercising your right to correction in accordance with the provisions of our Privacy Policy.

Our Platforms display confirmation windows in several sections of the purchase process that do not allow you to continue with your order if the data in these sections has not been entered correctly. Furthermore, our Platforms provide details on all of the items you have added to your basket during the purchase process, so that you can modify your order before making the payment.

If you notice an error in your order after the payment has been processed, please contact customer service immediately using the means described above to correct the error.

## **9. DELIVERY**

Before placing the order, you shall select the delivery method that best suits your needs. Unless we agree otherwise, we shall send you the order consisting of the product(s) listed in each Shipping Confirmation without any undue delay and no later than within 30 calendar days of the date of the Order Confirmation.

Please take into consideration that there are circumstances arising from customisation of the products or unexpected or extraordinary circumstances that may affect the delivery date. We will send e-gift cards on the date indicated by you when placing the order.

If, for some reason, we are not able to comply with the delivery date, we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid. Please note that we do not make home deliveries on Saturdays or Sundays, except in the case of the e-gift card, which will be delivered on the date you specified.

For the purposes of these Terms and Conditions, it will be understood that the “delivery” has taken place or that the order has been “delivered” at the time you or a third party indicated by you acquires material possession of the products, signing to confirm receipt of the purchase at the agreed delivery address.

The virtual gift card shall be understood as delivered in accordance with the Gift Card Conditions of Use and, in any event, on the date it is sent to the email address provided by you.

## **10. UNSUCCESSFUL DELIVERIES**

If we are unable to deliver your order, we will try to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. If you are not going to be at the delivery location at the time of delivery, please contact us to arrange for the delivery to be made another day.

If your order has not been delivered for a reason beyond our control, and the order has been ready for delivery for more than 15 days, it will be assumed that you wish to terminate the contract and it will be considered cancelled. As a result of cancelling the contract, all payments received will be refunded, including the delivery costs (except for the additional costs resulting from your choice of a delivery method other than the least expensive standard delivery method we offer) without any undue delay and always within 14 days of the date the contract is considered to be cancelled. Please note that the transport arising from the termination may incur an additional cost, and we will therefore have the right to charge you for the corresponding costs.

This clause will not be applicable to the e-gift card, the delivery of which will be governed by the Terms and Conditions for Use of the Gift Card and the provisions of Clause 9 above.

## **11. TRANSFER OF RISK AND PROPERTY**

Product risks shall be your responsibility from the moment of delivery. You will acquire ownership of the products when we receive full payment of all amounts due, including delivery costs, or at the time of delivery (as defined in clause 9 above) if this should occur later.

## **12. PRICE AND PAYMENT**

The prices on our Platforms include VAT (when this tax applies), but exclude shipping costs, which will be added to the total amount due as indicated in our Shopping /Delivery Guide.

Prices may change at any time, but any such changes will not affect orders for which the Order Confirmation has already been sent. When you have selected all the items you wish to purchase, they will have been added to your shopping basket and the next step will be to process the order and complete payment. To do so, you should follow the steps of the purchasing process, filling out or verifying the information at each step as necessary. During the purchasing process, and before completing payment, you will be able to modify your order information. You may refer to the detailed description of the purchasing process in the Shopping Guide. Furthermore, if you are a registered user, a list of all the orders you have placed is available in the My Account section.

You may use Visa, Mastercard, American Express, Affinity Card, PayPal, Google Pay, Apple Pay, Sofort and Bizum (subject to the availability and operation of each bank and its App). You can also pay for all or part of your purchase with a gift card or a voucher receipt or card issued.

If you place an order using one of the electronic devices available at some PULL&BEAR stores in Spain, at some locations you can also pay using any of the payment methods available at said stores.

To minimise the risk of unauthorised access, your credit card details will be encrypted.

By clicking on "Authorise Payment", you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or voucher receipt.

Credit cards are subject to checks and approvals by the issuing company, but if the company does not authorise payment, we will not be responsible for delays or failures to deliver. Furthermore, we will not be able to enter into any contract with you.

### **13. PURCHASING AS A GUEST**

The website also allows you to shop as a guest. In this purchase mode, you will be asked only for the basic information needed to process your order. After the purchase process is complete, you will be given the option of registering as a user or continuing as a non-registered user.

### **14. QUICK PURCHASE**

You can use the quick purchase option (hereinafter, "Quick Purchase") to shop on our Platforms more easily, without having to enter your delivery, invoice and payment information for each purchase. Quick Purchase is available in the Shopping Basket section. To use Quick Purchase, you must save your credit card information. You can do this when paying with any of the cards accepted on our Platforms, marking the option "save my card information".

This involves storing the following card information: card number, cardholder name as it appears on the card and card expiry date. To save your card information and use Quick Purchase, you must accept the current Terms and Conditions and the processing of your personal data set forth in the Privacy Policy.

By accepting the use of Quick Purchase, you authorise payment for the purchases you make using the tool to be charged to the card associated with the tool. In any case, the use of your card will be governed by the terms and conditions you have agreed to with the issuer of your card.

You can save the details of as many cards as you wish in Quick Purchase; to do this, you must make at least one payment with each card. If you want to save the information of more than one card, the card whose information you saved most recently will be considered your "Favourite Card" and will be used by default for purchases made using Quick Purchase. However, you can change your Favourite Card in the "My Account" section of the website. To use Quick Purchase, simply click on the "Quick Purchase" button that will appear on the Shopping Basket page.

A page will immediately appear with the delivery, invoicing and payment information of your purchase. The information available on this page cannot be edited, so if any information is incorrect, do not finalise the purchase. To shop using other information, please do not use Quick Purchase. You will be able to

change the Favourite Card associated with Quick Purchase in the My Account section of the website. The provisions of this clause will not be applicable if you are making a purchase as a guest.

## **15. VALUE-ADDED TAX AND BILLING**

In accordance with the provisions of article 68 of Law 37/1992, of 28 December, on the Value Added Tax, the delivery of the items will be understood to be in Spanish VAT-applicable territory if the delivery address is in Spanish territory, except the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be the legally applicable rate at the time, depending on the specific item. VAT is not charged on deliveries to the Canary Islands, Ceuta and Melilla in accordance with Article 21 of Law 37/1992, without prejudice to the application of taxes and duties in accordance with the regulations of each of these territories.

You expressly authorise us to issue the invoice in electronic format. However, at any time you can request a hard copy of your invoice, in which case we will issue and send you the invoice on paper.

## **16. RETURN POLICY**

### **16.1 Legal right to withdraw from the purchase**

#### Right to cancellation

If you are entering into a contract as a consumer and user, you have the right to withdraw from the contract within 14 calendar days without giving any reason. The withdrawal period will expire after 14 calendar days from when you or a third party designated by you, other than the courier, came into material possession of the goods or if the goods that make up your order are delivered separately, within 14 calendar days from when you or a third party designated by you, other than the courier, came into material possession of the last item of the goods. To exercise your right of withdrawal, you must contact PULL&BEAR, by writing to Avenida Gonzalo Navarro 37-43, 15573 Narón, A Coruña; by telephone on +34 900 812 900; by email at [contact.es@pullandbear.com](mailto:contact.es@pullandbear.com); or using our WhatsApp or chat service, of your decision to withdraw from the contract by an unambiguous statement (for example, a letter or email). You may use the attached example withdrawal form which is included as an Appendix to these Terms and Conditions, however, it is not obligatory. In order to comply with the withdrawal deadline, it is sufficient that you communicate that you are exercising this right within the stipulated time period.

#### Effects of withdrawal

If you should withdraw, we will refund all payments including delivery expenses (except additional expenses if you have chosen a form of delivery other than the less expensive ordinary delivery we offer) with no undue delay and, in any case, no later than 14 calendar days after the date you inform us of your decision to withdraw from this Contract. We shall issue said refund using the same payment method you used for the initial transaction. You will not incur any fees as a result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the returned goods or you have presented proof of having returned the goods, depending on which condition is met first.

You must return the products directly to any PULL&BEAR store in Spain, or deliver the products to us via postal return, using the return label that we will send with your request, or send the products to PULL&BEAR, Avenida Gonzalo Navarro 37-43, 15573 Narón, A Coruña, without any undue delay, and in any case, within 14 calendar days from the date on which you notify us of your decision to withdraw from the contract. The deadline will be deemed to have been met if you send back the goods before the time period specified has expired.

Unless goods are returned to a PULL&BEAR store in Spain, or at an authorised drop point, you shall bear the direct costs of returning the goods. In that case, you must send, along with the products, a printed copy of the electronic receipt that you will have received with the Shipping Confirmation.

You will only be responsible for a reduction in value of the goods resulting from handling, other than that needed to establish their nature, characteristics and functionality.

## **16.2 Contractual right of withdrawal.**

As well as the legally recognised right of withdrawal of consumers and users mentioned in Clause 16.1 above, we allow you a period of 30 days from the date the products were delivered to return the products (except for those mentioned in Clause 16.3 below, which are excluded from the right of withdrawal). Gift card returns are governed by the Gift Card Conditions of Use.

In the event of products returned within the contractual time frame of the right of withdrawal, but once the legal time frame has expired, only the price paid for the products will be reimbursed. You shall bear any direct costs for returning the product when you do not return them to a PULL&BEAR store in Spain or at an authorised drop point. In that case, remember that you must send, along with the products, a printed copy of the electronic receipt that you will have received with the Shipping Confirmation.

You can exercise your right of withdrawal according to Clause 16.1 above if you notify us of your intention to withdraw from the contract after the legal withdrawal period has ended. In any case you will need to deliver the goods to us within 30 days from the delivery date of the products.

## **16.3 Common provisions**

You will not have the right to withdraw from a contract whose purpose is to supply one of the following products:

\* Customised items.

\* Music CDs/DVDs without their original packaging.

\* Goods pre-sealed for hygiene reasons which have been opened after delivery.

Your right to withdraw from the contract will apply only to products returned in the same condition as when you received them. No refund will be made if the product has been used beyond merely opening it,

if products are not in the same conditions in which they were delivered or if they have suffered any damage; please be careful with the product/s while in your possession. Please return the item using or including all its original packaging, instructions and other accompanying documents. You may return items to any PULL&BEAR store in Spain, at an authorised drop point or via courier, but please bear in mind that, unless returning to a PULL&BEAR store or at an authorised drop point, you shall bear the direct costs of the return.

- Returns at a PULL&BEAR store.

You can return the products to us in any PULL&BEAR store in Spain which has the same section as the goods you want to return. In this case, you can go to any of these stores and bring the item and the electronic receipt that you will have received along with the Shipping Confirmation, which is also available in your account on the Platforms. You can show the electronic receipt digitally on the screen of your mobile device or by printing it and bringing it to the store.

- Drop point return.

A "drop point" is a collection and delivery point for packages used by the postal or courier service offering this service in your area. To request this returns option, go to the "My Account > Shopping > Returns" section of the website or App and follow the steps provided. You will then be able to use your location or address to find your nearest drop point, and which postal or courier service each location uses, and from this, you must select one. If you have made a guest purchase, you can request a return by accessing the link that appears in any of the emails we sent you about your order.

We will email you a QR code so that you can attach it to your package and leave it at the drop point.

Send the item in the same package in which you received it and follow the instructions in the "Returns" section of the website. If you no longer have the original packaging, you can return your items in any other packaging, as long as it is properly closed to prevent the items from getting lost.

- Returns by courier.

You must contact us via our return request option so that we can organise collection from your home address. Please note that, if you select this option, you must bear the direct costs of returning the goods, which will be deducted from the amount returned.

If you no longer have the original packaging, you can return the goods in any packaging, as long as it ensures that the items are not lost, following the instructions in the "RETURNS" section of this website. If you made the purchase as a guest, you can request to return the products via post using the link that was sent to you along with the Order Confirmation. After verification, you will receive an email with a label, which must accompany the package.

Please bear in mind that we will be authorised to charge you for any expenses that we may incur if you decide to return the items to us by freight collect. In that case, remember that you must send, along with the products, a printed copy of the electronic receipt that you will have received with the Shipping Confirmation.

Furthermore, once the order has been delivered, in the event of exercising the legal or contractual right of withdrawal, when you are the one who organises the transport of the order, without this service having been offered by us, we cannot accept liability for the return package when it refers to causes not attributable to PULL&BEAR.



After examining the item, we will inform you whether you are entitled to a refund for the amount paid. Delivery costs will only be reimbursed when the right of withdrawal is exercised within the legal time frame and all items included in the order in question 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 withdraw. However, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is first. The refund will always be paid using the same payment method used to pay for your purchase, except when the return is made using a gift receipt. In this last case, the refund will be paid through a card or voucher receipt.

You will be responsible for the cost and risk of returning the products, as indicated above. If you have any questions, you can contact us on our contact form or by ringing 900 812 900.

Returns of orders placed by means of electronic devices available in certain PULL&BEAR stores in Spain and paid for at the store checkout itself must be made, in all cases, at PULL&BEAR stores in Spain. Should you withdraw on your own behalf, we will return all payments received from you and we will reimburse you using the same payment method you used for the initial transaction.

#### **16.4 Return of faulty products**

In cases where you consider at the time of delivery that the product does not conform to the stipulations of the contract, you should contact us immediately using our contact form, providing the details of the product as well as the damage it has suffered, or by calling the telephone number +34 900 812 900, where we will tell you how to proceed. You can return the product at any of our PULL&BEAR stores in Spain, by leaving it at a drop point, by post, or by sending it to the address indicated above. We will examine the returned product thoroughly and inform you by email within a reasonable period whether it can be returned or replaced (where appropriate). The refund will be processed or the item will be replaced as soon as possible and in all cases within 14 days after the date on which we send you the email confirming that the item can be refunded or replaced.

Amounts paid for products that are returned to us because of a defect, where such a defect actually exists, will be refunded to you in full, including the delivery fee incurred in delivering the item to you and the costs incurred by you in returning the item to us. Your legal rights will not be affected in any case.

#### **17. CUSTOMISED PRODUCTS**

Our Platforms enable you to customise certain products by including the slogans and characters you chose, in accordance with these Terms and Conditions and the instructions provided.

Please bear in mind that, due to technical issues or other matters beyond our control, the colours, textures and actual sizes may differ to those shown on screen. Please also be aware that because these are customised garments, they cannot be returned or exchanged.

You guarantee that you are authorised to use the texts and other elements that form part of the customisation of the products. While we reserve the right to refuse your customisation or to cancel orders for customised products due to non-compliance with these conditions, you will be solely responsible for the customisation you request. We may refuse your customisation or cancel orders for customised products if the customisation includes or consists of inappropriate content, property belonging to third parties, or other illicit material.

We assume no responsibility for and we undertake no obligation to verify the texts or other elements included in the customisation created by users of this service. We do not guarantee the lawfulness of said texts or other items and we therefore take no responsibility for any loss and/or damage that may arise for any user(s) and/or third parties (whether these are individuals or public or private bodies) directly or indirectly derived from the use of the customised products or with any direct or indirect relation to said products.

## **18. LIABILITY AND EXEMPTION FROM LIABILITY**

Unless expressly indicated otherwise in these Terms and Conditions, our liability in relation to any product acquired on our Platforms is strictly limited to the purchase price of this product. However, unless there is a legal ruling to the contrary, we will not accept any liability for the following losses, regardless of their origin:

- \* loss of income or sales;
- \* loss of business;
- \* loss of profits or loss of contracts;
- \* loss of anticipated savings;
- \* loss of data; and
- \* loss of management time or office hours.

Due to the open nature of the Platforms and the possibility of errors in the storage and transmission of digital information, we do not guarantee the accuracy or security of information transmitted or obtained on the Platforms unless otherwise expressly stated therein.

## **19. GUARANTEES**

If you contract as a consumer and user, you have a right to corrective remedies, free of charge, in the case of non-conformity of the goods. We offer warranties on the products we market on the Platforms, in the terms legally established for each type of product, responding, therefore, for the lack of conformity manifested within a period of three years from the delivery of the product.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on our Platforms, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect from the same type of product.

In this respect, if any of the products do not conform with the contract, you should bring it to our attention by following the process detailed in the aforementioned section 16.4 and through any of the communication means destined for this purpose.

The products we sell, especially artisan products, often feature the characteristics typical of the natural materials used for their manufacturing. These characteristics, such as variations in grain, texture, knots or colour, will not be considered defects or flaws. On the contrary, they should be regarded as necessary and desirable. We select only products of the highest quality, but natural variations are unavoidable and should be accepted as part of the individual appearance of the product.

Our commercial guarantee will not affect your rights under applicable legislation.

## **20. INDUSTRIAL AND INTELLECTUAL PROPERTY**

You recognise and agree that all copyrights, registered trademarks and other industrial and intellectual property rights over the material or content provided as part of the Platforms belong to us or to the owners who have granted us a licence for its use. You may use such material only as expressly authorised by us or our licensors. This will not prevent you from using the Platforms to the extent necessary to copy your order information or Contact details.

## **21. VIRUSES, PIRACY AND OTHER CYBERATTACKS**

You may not make undue use of the Platforms by intentionally introducing viruses, trojans, worms, logic bombs, or any other technologically damaging or harmful program or material. You may not try to gain unauthorised access to our Platforms, the server on which said Platforms are hosted, or any server, computer or database related to our Platforms. You undertake to not attack our Platforms 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 this norm and will cooperate with them to discover the attacker's identity. Additionally, anyone in breach of this clause will immediately no longer be authorised to use our Platforms. 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, computer equipment, data or materials as a result of using our Platforms or downloading content from them or from sites to which they redirect.

## **22. LINKS FROM OUR PLATFORMS**

In the event that our Platforms contain 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. We therefore accept no liability whatsoever for any damage or loss arising from their use.

## **23. WRITTEN COMMUNICATION**

Applicable regulations require that the information or communications we send you be in writing. By using our Platforms, you accept that most of our communications with you will be electronic. We shall contact you by email or provide you with information by uploading notices on our Platforms. For contractual

purposes, you agree to use this means of electronic communication and recognise that any contract, notification, information or other communications we send you electronically meet the legal requirements to be sent in writing. This does not affect your legal rights.

## **24. NOTIFICATIONS**

The notices you send us should preferably be sent by means of our contact form. In accordance with the above Clause 22 and unless otherwise stipulated, we may send you communications to the email address you provided when you place an order. It shall be understood that the notices have been received and correctly made as soon as they are posted on our Platforms or 24 hours after they have been sent by email. In order to prove that the notification has been made, it will be sufficient to prove, in the case of an email, that the email was sent to the email address provided by the recipient.

## **25. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The contract is binding both for you and for us, as well as for our respective successors, grantees and assignees. You may not transmit, cede, pledge or transfer in any other way a contract or any of the rights or obligations arising from it without previously obtaining our consent in writing. We may transmit, cede, pledge, subcontract or transfer in any other way a contract or any of the rights or obligations arising from it at any time during the lifetime of the contract. To avoid any doubt, these transmissions, assignments, or other transfers will not affect your legally recognised consumer rights, where applicable, or cancel, reduce, or limit in any way both the explicit and tacit warranties that we may have given you.

## **26. EVENTS BEYOND OUR CONTROL**

We will accept no liability for any failure to comply or delay in complying with any contractual obligations if this should be due to events beyond our reasonable control ("Force Majeure"). Force Majeure Events include any action, event, failure to act, omission or accident that is beyond our reasonable control, including but not limited to:

1. Strikes, lock-outs or other industrial action.
2. Civil unrest, revolt, invasion, terrorist attack or threat, war (declared or not) or war preparation or threat.
3. Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.
4. Inability to use public or private trains, boats, aeroplanes, motorized transportation, or other modes of transportation.
5. Inability to use public or private telecommunications systems.
6. Acts, decrees, legislation, regulations or restrictions of 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.

## **28. WAIVER**

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you under a Contract or these Conditions, or a lack of exercising on our part of the rights or actions that correspond to us under this Contract or the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations. If we waive a specific right or action, this will not imply that we waive any other rights or actions arising from a contract or these Terms and Conditions. If we waive any of these Terms and Conditions or the rights or actions arising from a contract, this will not be legally effective, unless it is expressly established that this is a waiver, the waiver is formalised and you are informed in writing, as established in the Notifications section above.

## **29. PARTIAL ANNULMENT**

Should any of these Conditions or any provision of a contract 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.

## **30. COMPLETE AGREEMENT**

These Terms and Conditions 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. We both recognise that we have agreed on a contract without relying on any statement or promise made by the other party or which could be inferred from any statement or written text in the negotiations between both parties before the contract, except for that explicitly mentioned in these Terms and Conditions. Neither of us will be entitled to any action regarding any untrue verbal or written statement by the other party before the date of a contract (unless the untrue statement was made fraudulently) and the only action to which the other party will be entitled will be for a breach of the contract, as established in these Terms and Conditions.

## **31. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS**

We reserve the right to modify the Terms and Conditions. We will keep you informed of any substantial changes made thereto. These changes will not be retroactive and, barring possible exceptions depending on the specific case, they will take effect 30 days after they are published in the corresponding notice.

If you do not agree with the changes made, we recommend you do not use our Platforms.

## **32. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our Platforms and contracts for purchasing products through said Platforms shall be governed by Spanish legislation. Any dispute that arises because of or is related to the use of the Platforms or with said contracts will be subject to the non-exclusive jurisdiction of the Spanish courts. If you are entering

into the contract as a consumer, this clause shall not affect the rights applicable to you under current legislation.

### **33. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS**

We welcome your comments and suggestions. Please send us any comments and suggestions, as well as any questions, complaints or claims using our contact form, or by calling the telephone number or writing to the post or email addresses indicated in clause 2 of these Terms and Conditions. We also have official complaint forms available to consumers and users. You can request them by calling 900 812 900 or through our contact form. Your complaints and claims to our customer service will be

dealt with as soon as possible and, in any case, within one month. Additionally, they will be registered with an ID code that we will make available to you so that you can follow up.

If you, as a consumer, believe that your rights have been violated, you can direct your complaints to us by writing to the email address [contact.es@pullandbear.com](mailto:contact.es@pullandbear.com) so as to request an alternative resolution to the dispute.

In this regard, if the acquisition between you and us was carried out online using our Platforms, in accordance with EU Regulation No. 524/2013, we hereby inform you that you are entitled to request an out-of-court settlement to consumer disputes through the website <https://ec.europa.eu/consumers/odr/>.

Last change: **22 September 2023**

### **Withdrawal form template**

(only fill in and send this form if you wish to withdraw from the contract)

To Pull & Bear España, S.A., acting under the trade name PULL&BEAR, Avenida Gonzalo Navarro 37-43, 15573 Narón, A Coruña. [contact.es@pullandbear.com](mailto:contact.es@pullandbear.com)

I hereby inform you that I cancel my sales contract for the following item: Ordered

on/received on (\*)

Customer name:

Consumer's address:

Consumer signature (only if this form is submitted in paper)

Date

(\*) Cross out any which are not applicable

## TERMS AND CONDITIONS OF THE PULL&BEAR APP AND ITS FUNCTIONALITIES

These Terms and Conditions (hereinafter, the “Terms and Conditions”) regulate, specifically and in addition to the Conditions of Use and Purchase for [www.pullandbear.com](http://www.pullandbear.com), the access and use of the services available on the PULL&BEAR branded App (the “App”), as well as the different functionalities, all of which are accessible through the App, and some of them, independently, through other platforms (the “Functionalities”).

Functionalities include: (i) the option of purchasing products through the App whereas these are considered to be Online Store purchases and, therefore, subject to the Conditions of Use and Purchase for [www.pullandbear.com](http://www.pullandbear.com); (ii) the option of managing payments for purchases (hereinafter, “Wallet”) made in the physical PULL&BEAR stores (hereinafter, and depending on the corresponding reference, the “Physical Store” or the “Physical Stores”); (iii) the management of receipts for purchases made in PULL&BEAR's online stores (hereinafter, the “Online Store”) and, when requested, receipts for purchases made in the Physical Stores, and that both are operated in Spain by the company PULL & BEAR ESPAÑA, S.A., a Spanish company with its registered office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered in the Commercial Register for A Coruña, Volume 960, General Section, Folio 17, Page C-3,282, and tax identification number A15108673;(iv) as well as the option of obtaining the electronic receipt or electronic proof of purchase (the “Electronic Receipt”), by previously selecting the “Electronic Receipt” option in the App, and showing the identifying QR code (the “QR ID”) in PULL&BEAR Physical Stores. For each transaction, you can choose to receive the Electronic Receipt instead of the paper receipt.

### 1. OVERVIEW OF FUNCTIONALITIES

#### 1.1. Purchasing products on [www.pull&bear.com](http://www.pull&bear.com) via the APP

The App enables customers to purchase products on [www.pullandbear.com](http://www.pullandbear.com) via the App; therefore, these are considered to be Online Store purchases and are subject to the Conditions of Use and Purchase for [www.pullandbear.com](http://www.pullandbear.com), which must be accepted at the time of purchase.

#### 1.2. Wallet Feature

The Wallet feature provides the following functions:

- i. Access to electronic receipts relating to your purchases in Physical Stores in cases where you initiate the payment using Wallet or have requested or generated these as indicated in Sections 1.4 and 1.5. You will also have access to e-receipts from the Online Store;
- ii. Management of payment cards and gift cards: enables cards that will be used for payment to be added for payments initiated using Wallet in Physical Stores. If you already have cards saved via the quick purchase option in the online store, these will be automatically available to facilitate their activation as a payment card via Wallet.

By adding new card details, you authorise us to check the validity of your payment cards and gift cards, the details of which you wish to store, and which might include a charge being made to your card through the micropayment security system.

The amount of this micropayment will be refunded within a maximum period of one month from the transaction date. In addition to managing the cards themselves, depending on the security mechanisms enabled on the device on which the App is being used, Wallet may ask you to generate a password to be associated with these.



iii. Initiating payments through Wallet: to manage payments with Wallet in Physical Stores authorised for this purpose, you must follow the instructions provided by the staff in the relevant store.

In any case, please note that, to initiate payment via Wallet, you must present the QR code generated by the App for verification by the staff and reading by the technical equipment installed in the checkout area of the Physical Store.

Depending on the security mechanisms enabled on the device on which the App is being used, Wallet may ask you to enter your Wallet Password to generate the QR code that enables you to manage the payment.

The items are delivered when you authorise the initiation of the payment to purchase these items by presenting the QR ID to the staff at the store and this code being read by the technical equipment installed in the checkout area of the Physical Store.

The purchase for which you initiate payment through Wallet shall be governed in all cases by the purchase conditions for the relevant Physical Store. Therefore, any claim relating to the contract between you and the corresponding Physical Store should be addressed to the company, PULL & BEAR ESPAÑA, S.A. (contact details: telephone +34 900812900 / email [contact.es@pullandbear.com](mailto:contact.es@pullandbear.com)), or if applicable in the specific case, for example, purchases having been made in physical stores located in countries other than Spain, to the corresponding company, as applicable. Wallet is a free service.

However, your card issuer may charge commission for payments made using this method. Check the card issuer's terms and conditions for more information. In addition, your telecommunications service operator may charge you for using the telecommunications network through which you access Wallet.

Check your network provider's terms and conditions for more information. You may only use Wallet to initiate payments at listed retailers. The use of Wallet for other purposes is strictly prohibited.

We therefore reserve the right to delete a user and, to that effect, cancel their account and demand liability of users who have used the service wrongfully or fraudulently, or who do not comply with the regulations and procedures contained in these Wallet Terms and Conditions and/or other legal texts applicable to Wallet, the App and/or the Service.

### 1.3. Personal identification as a PULL&BEAR user, showing the QR ID

The QR ID will be valid for identifying the customer within the Physical Store, thus simplifying the procedure, and enabling a better shopping experience. The QR ID will, in turn, enable the user to participate in promotional actions and obtain other advantages, subject to the corresponding terms and conditions applicable in each case.

### 1.4. Obtaining Electronic Receipts for purchases made in Physical Stores

If you are a registered user, but do not wish to register a payment card (specific to the Wallet functionality), a unique and identifying QR code, referred to in this text as QR ID, will automatically appear in the App. This QR ID, which can also be accessed through other platforms, and not exclusively through the App, can be used to request and receive the Electronic Receipt and electronic payment receipts in the App, as just one example of its functionalities. To make use of this functionality, you will have to activate the "Electronic Receipt" option in the App, and show the QR ID, and the Receipt will be automatically sent to the App.

From that moment, you will be able to make exchanges or returns in the Physical Stores using said Ticket; in compliance with the terms and conditions that are applicable at any given time, according to the commercial policy for PULL&BEAR and, in any case, in accordance with current legislation.

In this case, you will not receive a paper receipt. Therefore, it is essential that you understand that, by using this QR ID and activating the corresponding option, you expressly request for an electronic receipt or proof of

purchase to be issued in digital format, thereby waiving the right to receive a paper copy. In any case, you may request a paper receipt whenever you consider this necessary.

In any event, the regulations governing electronic receipts or any other applicable regulation, to which these Terms and Conditions are subject, will always be preferably applied.

If you decide to unsubscribe as a user, during the process of unsubscribing, you have the option of requesting that all receipts stored in the App be sent to the email address you provide for this purpose.

#### 1.5. "Scanning" of receipts:

A digital copy of a paper receipt can be generated by scanning a QR code printed on the receipt. From that moment, you will be able to make returns in the Physical Stores using said receipt; in compliance with the terms and conditions that are applicable at all times, according to the commercial policy for PULL&BEAR and, in any case, in accordance with current legislation.

## **2. AVAILABILITY OF THE APP'S SERVICES AND FUNCTIONALITIES**

Subject to applicable law, we reserve the right to modify, suspend or remove, at any time, at our sole discretion and without notice, either generally or in particular for one or more users, the availability/accessibility of the App or any or all of the Functionalities, and to modify, suspend or remove, on the same terms, the availability of the App and/or all or part of the Functionalities.

## **3. LIABILITY**

Except in those cases where the exclusion of liability is legally limited, we are not liable for damages that may arise for you because of using the App/the various Functionalities.

You agree to only use the App / the Functionalities for the purposes for which it was designed and therefore not to make any improper or fraudulent use, with you being liable to the Company or any third party for any damages that may arise from improper use of the App / the Functionalities.

You will be liable in the following cases:

- Where your equipment or devices associated with the App, SIM cards, email addresses and/or any of the Passwords were used by a third party authorised by you without our knowledge.
- Where errors or failures occur while you are using the App / the Functionalities because of a malfunction of your hardware, software, devices or terminals or failure to implement the necessary security mechanisms on the device on which the App / the Functionalities are being used.

## **4. INTELLECTUAL, INDUSTRIAL AND OTHER PROPERTY RIGHTS OVER THE APP AND ITS FUNCTIONALITIES.**

Any elements that are part of, or included in, the App/Wallet/other Features are owned or controlled by the Company or by third parties who have authorised their use. All the foregoing is hereinafter referred to as the "Property".

Users undertake not to remove, delete, alter, tamper with or in any way modify:

Notes, legends, indications or symbols that either the Company or legitimate title holders of the rights incorporate into their property in terms of intellectual or industrial property (such as for example, copyright, ©, ® y ™, etc.).

Technical protection or identification devices that may contain the Property (such as, for example, watermarks, digital prints, etc.). You acknowledge that, under these Terms and Conditions, the Company does not assign or transfer to you any rights over its Property, or over any property of any third party.

The Company only authorises the user to access and use these in accordance with the terms set out in these Terms and Conditions.

Users are not authorised to copy, distribute (including by email or Internet), transmit, communicate, modify, alter, transform, transfer or in any other way engage in activities involving the commercial use of the Property, whether in whole or in part, without express written consent from the legitimate owner of the exploitation rights.

Access and use of the Property shall always be conducted for personal and non-commercial purposes.

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

The Company does not grant any other licence or authorisation of use to users of its Property that is not expressly detailed in this Clause. The Company reserves the right to terminate or modify at any time and for any reason the licences granted under these Terms and Conditions.

Without prejudice to the foregoing, the Company may take legal action against any use by the user which:

- Does not comply with the terms and conditions specified herein.
- Infringes or violates the intellectual and industrial property rights or other similar rights of the Company or any other legitimate third-party owner; or infringes any applicable regulations.