PULL&BEAR

Purchase conditions

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of this website (www.pullandbear.com/ww) and the purchase of products on it (hereinafter referred to as the "Conditions"), irrespective of whatever application, digital medium, support or device is used to access said website.

We urge you to read the Conditions and our Privacy and Cookies Policy (hereinafter, the “Privacy and Cookies Policy”) carefully before using and/or placing an order from this website. They may seem technical and legalistic, but they are important. By using this website and /or placing an order from this website, you accept these Conditions and our Privacy and COOKIES Policy without any reservations or qualifications, and you agree to be bound by these Conditions and our Privacy and Cookies Policy. This includes, without limitation AND WHERE APPLICABLE, accepting the terms relating to binding arbitration, waiver of the right to class action, dispute resolution,
disclaimer of warranties, damage and remedy exclusions and limitations, and Choice of Law as set forth herein. If you don’t agree with the Conditions and with the PRIVACY and Cookies Policy, whether in whole or in part, please do not use the website, or any of the
services provided on the website or place an order from website.

These Conditions may be modified. It is your responsibility to read them periodically, as the Conditions at the time of using the website or concluding of the relevant Contract (as defined further on) shall be those that apply.

If you have any query regarding the Conditions or the Privacy and Cookies Policy, you may contact us by sending an email to
contact.ww@pullandbear.com

The Contract (as defined below) may be executed, at your choice, in any of the languages (English, French, Spanish or Portuguese) in which the Conditions are available on this website.

This Contract is available at all times on the website. Likewise, at any time throughout the purchase process you can store and reproduce these Conditions through the "Download" and "Print" options which are in the header of the document.

2. OUR DETAILS

Sale of goods through this website is carried out under the name PULL&BEAR by FASHION RETAIL, S.A., a Spanish company with registered address at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo, A Coruña (Spain), with e-mail address contact.ww@pullandbear.com registered with the Companies Register of ACoruña, on Volume 3.425, General Section, Sheet 49, Page C- 47.731, 1st entry, with tax identification number No. A-70301981.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Privacy and Cookies Policy. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

4. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

i. Use this website to make enquiries and legally valid orders only.

ii. Use the website 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 exist.

iii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the competent authorities.

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

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

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

vii. Not introduce programs, viruses, macros, applets, drawings, audio and/or image files, photographs, recordings, software and, in general, any type of material accessible via the website.

viii. Provide us with your email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy and Cookies Policy). If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into binding contracts.

Additionally, by placing the corresponding order and where applicable, you undertake to comply with the applicable laws of your jurisdiction as importer of record as well as to perform any other procedures that must be carried out for the dispatch of the
merchandise from your place of residence.

5. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click on “Authorise payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the “Shipping Confirmation").

These Conditions and the Contract constitute a written agreement between us, and a link to the agreement will be sent to you together with each of the abovementioned transactional emails.

If you are a registered user, a record of each transaction placed by you is available in the "My Account" section for a 2-year period.

By accepting these Conditions, you confirm that you have had the opportunity to either accept or reject them, and to correct any errors in the Contract prior to entering into it, as provided in clause 6 below.

The Parties herein have agreed that the warranties implied by the applicable regulations (and as may be amended or replaced thereafter) are excluded, whenever possible and in accordance with the terms and conditions prescribed by law, and do not apply to this contract unless specifically stated otherwise.

6. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the customer service via the email address contact.ww@pullandbear.com as well as exercising the right of rectification contemplated in our Privacy and Cookies Policy. This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, this website offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service through email address above to correct the error.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we will reimburse any amount that you may have paid.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website, or for removing or modifying any material or content from the website or not processing an order once we have sent the Order Confirmation.

9. DELIVERY

Notwithstanding Clause 7 above regarding product availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Shipping Confirmation prior to the date indicated in the Shipping Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances or the delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays, Sundays or bank holidays.

For the purpose of these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you.

10. INABILITY TO DELIVER

If it is impossible for us to deliver your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse.

We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organize delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 9 above.

You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery (as defined in Clause 9 above), if that were to take place at a later time.

12. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipping Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide.

Payment can be made by Visa, Mastercard, American Express and PayPal.

To minimize the risk of non-authorised access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorisation on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order.

When you click “Authorise Payment", you are confirming that the credit card is yours.

Credit cards are subject to verification and authorisation by the card issuing entity. If the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

Note at this time we are only able to process your order in Euros. No other currency is currently accepted.

Since FASHION RETAIL S.A. processes all transactions in Euros and is a company domiciled in Spain, the payment operation is considered international, assuming your Card/Payment Method is not issued in Spain. Consequently, in order to process this international payment, your Card Issuing Bank could pass on certain fees or surcharges derived from the international nature of the transaction, conversion of foreign currencies or any another reason.

You should keep in mind that cards and other means of payment are issued by the corresponding financial entities, Banks and Card Schemes, and have, by association, certain rules and regulation for use. Neither PULL&BEAR nor any of the companies of the Inditex Group are involved or responsible for these rules and regulations. The Inditex Group recommends you be aware these potential fees and charges, and that full clarity on these should be sought directly from your Financial Entity/Issuing Bank.

The prices on the website exclude delivery charges and import costs, which are added to the total price as indicated in our Shopping Guide (see the Shipping section) and your checkout, and regarding the latter where an estimate can be provided.

Duty, customs tariffs and taxes (“Import costs”) are set by each local government and determined based on a combination of the market of origin of the goods being purchased and/or the classification of that merchandise in accordance with a harmonized system adopted and used by each local government. The amount of applicable Import Costs, if they can be estimated, will vary in each case.

When you place your order, you authorize PULL&BEAR to charge you the Import Costs applicable to the products of your order where an estimate can be provided.

In the event that the estimated Import Costs exceed the actual Import Costs, PULL&BEAR will refund the difference to you. Otherwise, PULL&BEAR will assume the difference.

By placing the corresponding order, you undertake to comply with the applicable foreign exchange laws of your jurisdiction.

13. BUYING GOODS AS AGUEST

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continuing as a non-registered user.

14. RETURN POLICY

14.1 Statutory right

of withdrawal Right of

withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last good ordered in one order.

To exercise the right of withdrawal, you may notify us at PULL&BEAR of your decision to withdraw from this contract by an unequivocal statement (example: a letter sent by post or email, by sending an email to contact.ww@pullandbear.com You may use the model withdrawal form as set out in the Annex, but it is not obligatory.

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

Effects of withdrawal

If you decide to withdraw from this Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any charges as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall deliver the goods to the Courier arranged by us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you deliver the goods before the period of 14 days has expired.

Return costs will be deducted from the refunded price. However, any negative amount resulting from any such deduction will be borne by PULL&BEAR.

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

14.2 Contractual right of withdrawal

In addition to the statutory right to cancel for consumers, mentioned in Clause 14.1 above, we grant you a period of 30 days from the date on which you receive the Shipping Confirmation to return the products (except those mentioned in Clause 14.3 below, for which the right to cancel is excluded).

In case you return the goods within the contractual term of the right of withdrawal after the statutory period has expired, you will only be reimbursed with the amount paid for said products. Delivery charges will not be reimbursed.

Return costs will be deducted from the refunded price. However, any negative amount resulting from any such deduction will be borne by PULL&BEAR.

You may exercise your contractual right of withdrawal in accordance with the provision of Clause 14.1 above. However, should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, deliver the goods to the Courier arranged by us within the 30 day term as from the Shipping Confirmation .

14.3 Common provisions

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

i. Customised items

ii. Sealed goods which are not suitable for return due to hygiene or health reasons and where unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No reimbursement will be made if the product has been used once it has been opened, for products that are not in the same condition as when they were delivered or if they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging.

Upon cancellation, the respective products shall be returned by Courier arranged by us as follows:

You should contact us via email to contact.ww@pullandbear.com to arrange for the product to be collected at your home.

You should deliver the goods to the Courier in its original packaging together with the “Return document” that must be printed and pasted in the package, and follow the directions on the "RETURNS" section of this website.

Destination for all returned goods will be Spain.

If you have bought any goods as a guest, you may request returns by Courier by sending an email to contact.ww@pullandbear.com.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery charges will be reimbursed when the right of withdrawal is exercised within the statutory period and all relevant goods are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You will not assume any penalty for the exercise of your right of withdrawal nor will it entail for you any responsibility or expense other than the direct cost of returning the goods, which you will have to assume.

Therefore, in this case, FASHION RETAIL, S.A. will be compensated in an amount equal to the direct cost of returning the products, which will be deducted from the total amount of the refund.

If you have any questions, you can contact us by sending an email to contact.ww@pullandbear.com.

14.4 Returns of defective products

If you think that at the moment of delivery the product is not as stipulated in the Contract, you must send an email immediately to contact.ww@pullandbear.com providing the product details and the damage sustained.

You must return the product giving it to the courier that we send to your home together with the “Return document” that must be printed and pasted in the package, and follow the directions on the “RETURNS” section of this website.

We will carefully examine the returned product and will notify you by email within a reasonable period whether you have a right for a refund. The refunding of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming that the refund of the product is going ahead.

If a defect or damage is confirmed on the returned products, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will always be paid using the same payment means you used to pay for your purchase.

All rights recognised in current legislation shall be, in any case, safeguarded.

14.5 Returns of non-PULL&BEAR items

You are responsible for checking the contents of any packages before you return them to us.

We are not responsible for the care or return of the contents of any packages which are erroneously returned to us (e.g. which included any products provided by other retailers) (“Erroneous Returns”).

We may (but are not required to) contact you to inform you that you have made an Erroneous Return.

We will store any Erroneous Returns which we receive for a period of 14 days from the date we receive them. If you have not contacted us regarding the Erroneous Return within this time we will presume that the relevant contents have been abandoned. We reserve the right to destroy any such Erroneous Returns without notice to you.

Given the volume of returns we process, we do not promise that we will be able to locate all Erroneous Returns we receive.

If we are able to locate an Erroneous Return, we will take reasonable measures to return the relevant contents to you, but reserve the right to first require you to reimburse us for our reasonable costs in processing, storing and returning those contents to you.

15. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

i. in case of death or personal harm caused by our negligence;

ii. in case of fraud or fraudulent deceit; or

iii. in any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

i. loss of income or sales;

ii. operating loss;

iii. loss of profits or contracts;

iv. loss of forecast savings;

v. loss of data; and

vi. loss of business or management time.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly on this website.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in this website; (ii) are fit for the purposes for which goods of this kind are normally used; (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately.

16. INTELLECTUAL PROPERTY

You recognise and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the website belong to us at all times or to those who grant us the licence for their use. You may use said material only to the extent that we or the usage licencers authorise expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

17. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this Clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this Clause, authorisation to use this website shall be suspended immediately. 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.

18. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

19. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

20. NOTIFICATIONS

The notifications that you send us must be sent preferably through the email contact.ww@pullandbear.com
Pursuant to the provisions in Clause 20 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding for both Parties, as well as for our respective successors, transferees and heirs.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the express and tacit warranties that we may have given you.

22. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

i. Strike, lockout or other forms of protest.

ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.

iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.

iv. Inability to use trains, ships, aircraft, motorised transport or other means of transport, public or private.

v. Inability to use public or private telecommunication systems.

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

vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

23. WAIVING RIGHTS

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

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalised and notified to you in accordance with the provisions of the Notifications section above.

24. PARTIAL ANNULMENT

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

25. ENTIRE CONTRACT

These Conditions and any document referenced in the same constitute the Entire Contract between the Parties as regards the purpose of the same, replacing any previous pact, agreement or promise made between the Parties verbally or in writing.

The Parties acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other Party or that could have been inferred from any statement or document in the negotiations entered into by the two Parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither Party shall take any action regarding any untrue statement made by the other Party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of contract in accordance with the provisions of these Conditions.

26. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy and Cookies Policy. In this case the possible changes will also affect orders made previously by you.

27. APPLICABLE LEGISLATION AND JURISDICTION. DISPUTES

The use of our website and the product purchase contracts through said website shall be governed by the Spanish legislation.

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts.

In the event of a dispute and where applicable, you authorize PULL&BEAR to register the contract before the relevant local registry at our discretion and at your expense.

If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognised in any applicable legislation in this area.

Where applicable, you agree that any controversy or claim arising out of or relating to the Conditions, the Website, the Privacy and Cookies Policy, and/or the PULL&BEAR Services shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you in your hometown area), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. 2 Alternatively, you may assert your claims in small claims court in accordance with the terms of these Conditions if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If you initiate arbitration against PULL&BEAR, you will not be responsible for professional fees for the arbitrator’s services or any other JAMS fees. If PULL&BEAR initiates arbitration against you, PULL&BEAR will pay for the arbitrator’s services and any other JAMS fees associated with the arbitration. In the event that the claimant is able to demonstrate that the costs of arbitration will be costprohibitive or greater than the costs of litigation, PULL&BEAR will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive or more expensive than the cost of litigation. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than the condition that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor PULL&BEAR shall be entitled to arbitrate their dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS APLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO AJURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS ACOURT ACTION. DO NOT USE THE WEBSITE, ANY OF THE SERVICES PROVIDED ON THE WEBSITE OR PLACE AN ORDER FROM THE WEBSITE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website or these Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. YOU FURTHER AGREE THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE WEBSITE, THE

PRIVACY AND COOKIES POLICY AND/OR THESE CONDITIONS WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. Any disputes arising out of or relating to these Conditions, the Privacy and Cookies Policy, the Website and/or the PULL&BEAR Services shall be resolved in accordance with the laws of state of New York, without regard to its conflict of law rules. Any disputes, actions or proceedings relating to these Conditions or your access to or use of the Website not subject to the arbitration provisions set forth herein must be brought in the Federal or state courts located in the state of New York and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

28. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are always welcome. Please send any comments and suggestions, as well as any enquiries, complaints or claims through the email contact.ww@pullandbear.com

Complaints and claims made to our customer services will be dealt with in the shortest possible period of time and, in any event, within the maximum period established by law. Complaints and claims shall be registered with an identification code which you will be provided with, and which will allow you to track their progress.

For residents of territories belonging to the European Union or the European Economic Area: If as a consumer you feel your rights have been infringed, please send your complaints by email to contact.ww@pullandbear.com to request an out-of-court dispute resolution.

If your purchase was made from us online via our website, pursuant to EU Regulation No. 524/2013, you are hereby informed that you are entitled to request an out-of-court dispute resolution on accessible consumption at the Internet address http://ec.europa.eu/consumers/odr/.

ANNEX

Model withdrawal form

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

Address: FASHION RETAIL, S.A., operating under the trading name of PULL&BEAR, with registered address at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo, ACoruña (Spain):

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

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only for paper forms)

Date

(*) Delete as appropriate