

TERMS AND CONDITIONS OF USE AND PURCHASE

1. INTRODUCTION

This document (together with all the documents to which it refers) establishes the terms and conditions of use for this website (www.uterque.com) and its App (hereinafter and jointly, the Platforms) and the purchase of products on them (hereinafter, the "Terms and Conditions").

Please read these Terms and Conditions carefully, as well as our Cookies Policy and our Privacy Policy (together, 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 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 Conditions are available on the Platforms.

2. OUR DETAILS

The sale of items via the Platforms is operated under the name UTERQÜE by UTERQÜE ESPAÑA S.A, a Spanish company with business address Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered in the Mercantile Register of A Coruña, in Volume 3.425, General Section, Folio 49, Sheet C-47.731, 1st entry and Tax ID No. A70301981, telephone number: 900 456 001 and email address: contact@uterque.com.

3. YOUR DETAILS AND VISITING THE PLATFORMS

The personal information or data you provide about yourself will be processed as established in the Data Protection Policies. By using the Platforms, you consent to the processing of this information and data and declare that all the information and data you provide are accurate.

4. USE OF OUR PLATFORMS

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

- i. Use the Platforms for legally valid consultations or orders only.
- ii. 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.
- iii. Provide your email address, postal address and/or other contact information truthfully and correctly. You also consent to our using this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, we will not be able to process your order. When placing an order through the 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 on the Platforms are only available for delivery in Spanish territory.

If you wish to place an order on the Platforms from another country you may of course do so; however, please note that we only deliver to UTERQÜE stores in Spain or to a shipping address in Spanish territory.

6. TECHNICAL MEANS OF CORRECTING ERRORS

If you notice an error when entering your personal information to register as a user of the Platforms, you can make any necessary changes in the "My Account" section.

In any event, to correct personal information provided during purchase please contact customer services at telephone number 900 456 001 or email address contact@uterque.com, and exercise your right to amendment in accordance with the provisions of our Privacy Policy and Cookies.

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.

The Platforms also 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 a payment.

If you notice an error in your order after the payment has been processed, please contact customer service immediately at the telephone number or email address mentioned above, in order to correct the error.

7. 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").

8. PRODUCT AVAILABILITY

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 paid amount.

9. DELIVERY

Before placing the order, you shall select the delivery method that best suits your needs. Unless we agree otherwise, we will send you the order containing the product(s) listed in each Shipping Confirmation with no undue delay and never later than 30 calendar days from the date of the Order Confirmation.

There are matters arising from product customisation or unexpected or extraordinary circumstances that may affect the delivery date.

We will send e-gift card 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, a “delivery” will be deemed completed or the order will be deemed “delivered” when you or a third party indicated by you acquires the material possession of the products, accredited with the signature of receipt of the order at the delivery address specified.

The e-gift card will be understood to have been delivered as established in the Gift Card Conditions of Use, and in any case, on the date it was sent to the email address indicated.

10. INSTANT DELIVERY

If you chose to have your order delivered in the store you chose for the delivery using our “Instant Delivery” service, your order may be delivered before the time period indicated on our Platforms. For this purpose, once the order has been prepared, we shall contact you to inform you that your order is ready for collection. You can collect your order personally (you will need to show the order number and your ID) or appoint another person to collect the order in your name. In the latter case, the person must present the order number along with their ID (that is, the appointed person’s ID).

If you make the purchase using our "Instant Delivery" service, these Conditions shall also apply, without prejudice to any other regulation that may be applicable.

11. UNSUCCESSFUL DELIVERIES

If we are unable to deliver your order to you, 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. In this event, we will leave a note explaining where your order is located and what to do to have it delivered again. 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 30 days have elapsed since your order became available for delivery and the order has not been delivered for reasons not attributable to us, we will understand if you wish to cancel the contract and we will consider it terminated. Following the termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional charges resulting from your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and, in any case, in a maximum of 14 days from the date we consider the contract to be terminated.

Please remember that transport resulting from terminating the contract may carry an additional cost, and as such we are authorised to pass these costs on to you. 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 8 above.

12. TRANSFER OF RISK AND OWNERSHIP

Product risks shall be your responsibility from the moment of delivery. You will acquire ownership of the products when we receive payment in full for all amounts owed in relation to said products, including shipping costs, or at the time of delivery (according to the definition in clause 8 above) if the delivery takes place subsequently.

13. PRICE AND PAYMENT

The prices on the Platforms include VAT but exclude delivery costs, which are added to the total amount owed as explained in our Shopping Guide - Delivery.

Prices may change at any time, but any such changes will not affect orders for which the Order Confirmation has already been sent. Once you have selected all of the items that you wish to purchase, these items will have been added to your basket and the next step will be to process the order and make the payment. To do this, you should follow the steps of the purchasing process, filling out or verifying the information that is requested in each step. Additionally, during the purchase process, you will be able to modify the details of your order before making the payment. You may refer to a 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 can pay using Visa, Mastercard, American Express, Affinity Card, IN Card and PayPal. You can also can pay for all or part of your purchase with a gift card issued by Fashion Retail, S.A. However, if you place an order using one of the electronic devices available at certain UTERQÜE stores in Spain, you may 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. Once we have received your order, we will pre-authorise your card to ensure that there are sufficient funds to complete the transaction. Your card will be charged as soon as your order leaves our warehouses. If you are paying with PayPal, a gift card issued by Fashion Retail, S.A. or an e-voucher issued by Uterqüe, the charge will be made when we confirm your order.

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.

Credit cards are subject to verification and authorisation by the issuing entities. However, if the entity does not authorise the payment, we will not be held liable for any delay or failure to deliver, and we will be unable to formalise any contract with you.

We inform you that Fashion Retail, S.A. with registered address at Avenida de la Diputación, Edificio Inditex, A Coruña (Spain), registered in the Commercial Registry of A Coruña, Vol. 3425, Page 49, C-47731, and with Tax Identification Number A-70301981, will conduct all charges and, where applicable, refunds relating to payments through our Platforms, on behalf of UTERQÜE ESPAÑA, S.A.

14. PURCHASING AS A GUEST

Our website also allows you to check out 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.

15. QUICK PURCHASE

You can use the quick purchase option (hereinafter, "Quick Purchase") to shop on the 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 the 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 as indicated 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 used by default for purchases made using Quick Purchase. However, you can change your Favourite Card in the "My Account" section of this 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 detail is not correct, do not finalise the purchase. To shop using other information, please do not use Quick Purchase.

You can change the Favourite Card associated with Quick Purchase in the My Account section of this website.

The provisions of this clause will not be applicable if you are making a purchase as a guest.

16. VALUE ADDED TAX AND INVOICING

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.

17. RETURN POLICY

17.1 Legal right to cancel 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 the right to withdrawal, please notify UTERQÜE at the following address "Ecommerce Tordera Logística (UTQ.COM); POLÍGONO INDITEX Crtra. Local Tordera Palafolls KM 0.6 08490 Tordera, Barcelona, Spain, by calling 900 456 001, sending an email to contact@uterque.com or by

using our contact form, of your decision to withdraw from the Contract with an unequivocal statement (e.g. a letter sent by post or email). You may use the attached example cancellation form that 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 withdrawing

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 will carry out the reimbursement using the same payment method used for the initial transaction. You will not incur any fees as a result of such reimbursement. Notwithstanding the above, we may withhold reimbursement until we have received the goods or you have supplied proof of having returned them.

You shall return or deliver the products directly at any

UTERQÛE store in Spain, request postal/Courier return or send the products to "Ecommerce Tordera Logística (UTQ.COM); POLÍGONO INDITEX Crtra. Local Tordera Palafolls KM 0.6 08490 Tordera, Barcelona, Spain", 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 you return the goods to a UTERQÛE store in Spain or via courier organised by us, you must assume the direct cost of returning the goods. Remember that you must deliver, 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 you having handled them in a way that goes beyond what would be needed to establish their nature, characteristics and functionality.

17.2 Contractual right of withdrawal

As well as the legally recognised right of withdrawal of consumers and users mentioned in Clause 17.1 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 17.3 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 will be responsible for the direct costs of returning the product when they are not returned to one of the UTERQÛE stores in Spain or via Courier organised by us.

Remember that you must deliver, 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 to withdrawal according to the provision of clause 17.1 above, but if you notify us of your intention to withdraw from the Contract within the legal term for withdrawal you must deliver the goods to use within a period of 30 days from the date of delivery of the products.

17.3 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 wrapping.
- Goods that are pre-sealed for hygiene reasons which have been opened after delivery.
- Cosmetic products: They shall be returned in the same packaging and in the original condition they were delivered in with the product (or any of the products in the case of a set/kit) unused.

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 can make returns at any UTERQÜE store in Spain or through a messenger/courier that we will send to your home.

1. Returns to UTERQÜE stores:

You may return items to any of our UTERQÜE stores in Spain that contain the same section of goods that you wish 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 and on the UTERQÜE mobile application. You can show the electronic receipt digitally on the screen of your mobile device or by printing it and bringing it to the store.

2. Returns via messenger/Courier.

You must contact us through our return request system so that we can arrange the collection from your home. The goods must be delivered in the same packaging in which they were received, following the instructions that you will find in the "RETURNS" section on the Platforms. If you made a purchase as a guest, you may request returns through messenger service/Courier, by calling 900 456 001.

Neither of the two options will incur any additional cost for you.

If you prefer not to return the products using one of the available free options, you will have to pay the costs of the return. Please remember that if you decide to return the items as freight collect, we will be authorised to charge you with any costs it may entail. Returns for orders made using the electronic devices available at certain UTERQÜE stores in Spain and paid for in store must always be made at UTERQÜE stores in Spain.

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 returned goods or you have presented proof of having returned the goods, depending on which condition is met 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 case, the refund will be processed using an Uterqüe e-voucher issued by UTERQÜE ESPAÑA S.A. 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 900 456 001.

17.4 Returns in the Canary Islands, Ceuta and Melilla

If you wish to change or return a product which was delivered to the Canary Islands, Ceuta or Melilla, you can do so in person at any UTERQÜE store, as described in this Clause. If this is not possible, please call 900 456 001 to talk to us or one of our representatives and arrange to have your product collected by a courier, or if you prefer, return the item at your own expense.

17.5 Returns of defective 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 900 456 001, where we will tell you how to proceed.

The product may be returned by bringing it to any of our UTERQÜE stores in Spain, by giving it to the courier we send to your home address or by sending the item to the aforementioned address.

We will examine the returned product carefully and we will inform you by email within a reasonable period if a refund or a replacement is 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.

The amounts paid for items returned due to a faulty or defective nature will be reimbursed in full when the items are determined to be truly defective, including shipping fees incurred for delivering the item and the costs that you have incurred to return it to us. The refund shall always be made via the same payment method you used to complete the purchase, except when a gift receipt is presented for the return. In this case, you shall be reimbursed with an Uterqüe e-voucher issued by UTERQÜE ESPAÑA S.A.

Your legal rights will not be affected in any case.

17.6 Right of withdrawal and return of orders from abroad.

If you have placed an order through the Platforms from a Member State of the European Union other than Spain, clauses 16.1, 16.2, 16.3 and 16.4 above will apply with the restriction that the return through a courier organised by us can only be made from the original delivery address in Spain.

Similarly, please note that under no circumstances (with the exception of the provisions of clause 16.5 to which this clause, 17.6, does not apply) will we be obliged to reimburse you shipping costs other than those incurred by the initial delivery in Spain, or return costs from a destination outside of Spanish territory.

18. GUARANTEES

As a consumer and user, we provide guarantees for the products sold via the Platforms and in the legally established terms for each type of product, and thus will respond to a lack of conformity of said products, which becomes apparent within two years of the delivery of the product. However, we remind you that sufficient evidence of the lack of conformity with the contracted product must be provided, if apparent, after six months 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 the 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 and through any of the communication methods 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.

19. 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 occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained through the Platforms, unless it is otherwise expressly established therein.

All product descriptions, information and materials that appear on the Platforms are provided in their entirety and without their express or implied warranty except those which are established by law. Therefore, if you enter into a contract as a consumer and user, we are required to deliver you items which conform to the Contract, and are liable to you for any nonconformity at the time of product delivery. The products will be understood to comply with the Contract if (i) they match our description and have the characteristics we presented on the 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.

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.

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 only use this material as expressly authorised by us or whoever has granted us a licence for its use. This will not prevent you from using the Platforms as needed to copy information regarding your order or contact information.

20. 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 the Platforms, the server on which said page is hosted, or any server, computer or database related to our Platforms. You undertake to not attack the 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 the Platforms.

We are not 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 the Platforms or downloading content from them or from sites to which they redirect.

21. LINKS FROM OUR PLATFORMS

In the event that our Platforms contain links to other Platforms and third-party material, these links are facilitated for solely informative purposes, and we do not have any control over the content of these Platforms or materials. Therefore, we accept no liability for any damage or loss resulting from their use.

22. WRITTEN COMMUNICATIONS

Applicable regulations require that we send some information or communications to you in writing. By using the 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 the Platforms. For contractual purposes, you consent to using this electronic means of communication and you recognise that all contracts, notices, information, and other communications we send to you electronically comply with the legal requirement that they are in writing. This does not affect your legal rights.

23. NOTICES

The notices you send us should preferably be sent via our contact form. In accordance with the above Clause 20 and unless otherwise stipulated, we may send you communications either to your email address or to the postal address provided when you place an order.

The notices will be understood to have been received and to have been issued correctly as soon as they are published on our Platforms, 24 hours after sending you an email or three days after the postmarked date of any letter. To prove that a notice has been issued, it will be sufficient to prove, in the case of a letter, that it bore the correct address and correct stamp and was posted in a post office or postbox, and in the case of an email, that it was sent to the email address specified by the recipient.

24. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The contract is binding both for you and for us, as well as for our respective successors and assignees.

You may not transmit, cede, pledge or in any other way transfer a contract or any of the rights or obligations arising from it without previously obtaining our written consent.

We may transfer, assign, encumber, subcontract or transfer in any other way a Contract or any of its rights or obligations set forth therein at any time during the term of this Contract. To avoid any doubt, any such transfer, assignment, charge or other disposition shall not affect your consumer rights recognised by law, if any, or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

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

- Strikes, lock-outs or other industrial action.
- Civil unrest, uprising, invasion, terrorist threat or attack, war (declared or undeclared) or the threat of or preparations for war.
- Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.
- Impossibility of use of trains, boats, planes, motor vehicles or other means of transport, whether public or private.
- Impossibility of use of public or private telecommunications systems.
- Acts, decrees, legislation, regulations or restrictions by any government or public authority.

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

26. WAIVER

If we do not require you to comply strictly with your obligations arising from a contract or from these Terms and Conditions, or if we do not exercise the rights or take the actions to which we are entitled by virtue of such a contract or these Terms and Conditions, this will not mean that we waive or limit such rights or actions, nor does it exempt you from complying with such obligations.

No waiver on our part of a specific right or action entails a waiver of other rights and actions arising from the contract or these Conditions.

No waiver by us of any of these Terms and Conditions or to the rights or actions derived from a contract will take effect unless expressly stipulated that it is a waiver of rights and it is formalised and communicated to you in writing pursuant to the provisions of the Notices section above.

27. PARTIAL INVALIDITY

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.

28. 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.

Both parties recognise having consented to formalising the contract without having relied on any statement or promise made by the other party or one that could have been inferred by any statement or written document during the negotiations entered into by both parties before the contract, except for those expressly indicated 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) and the only action that may be taken by the other party shall be due to a breach

of contract in accordance with the provisions of these Conditions.

29. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

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

You are subject to the policies and Conditions in effect at the time in which you use the Platforms or place each order, except when by law or decision of governmental entities we must make retroactive changes to these policies, Conditions or Privacy Statement, in which case the possible changes will also affect orders made previously by you.

30. APPLICABLE LEGISLATION AND JURISDICTION

The use of our Platforms and contracts for purchasing products through said Platforms is 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.

31. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

We welcome your comments and suggestions. Please send any comments and suggestions, as well as any questions, complaints or claims by using our contact form, by calling the telephone number, by writing to the postal address or email indicated in clause 2 of these Terms and Conditions.

Furthermore, we have official complaint forms available to all consumers and users. You can request these by calling 900 456 001 or via of our contact form. Your complaints and claims made to our customer service department will be attended to as soon as possible and, in any event, within a maximum period of 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, as a consumer, you believe that your rights have been violated, please direct your complaints to the email address contact@uterque.com, and request an extrajudicial dispute settlement.

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 <http://ec.europa.eu/consumers/odr/>.

ANNEX 1. CANCELLATION FORM TEMPLATE

To the attention of UTERQÜE España, S.A., operating under the commercial name UTERQÜE, with address at Avda. de la Diputación, Edificio Inditex, 15143, Arteixo (A Coruña), Spain, phone number 900 456 001 and email address contact@uterque.com.

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

Ordered/received (*):

Customer name:

Customer address:

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

Date:

(*) Cross out any which are not applicable

Last updated: 13/10/2020

**TERMS AND CONDITIONS OF USE OF THE
FEATURES OF THE 'UTERQÜE' APP**

These terms and conditions (hereinafter, "Terms and Conditions") govern specifically and in addition to the Terms and Conditions of Use and Purchase of www.uterque.com, the access and use of the services and features available on the App (as defined below) of the UTERQÜE brand.

The features of the App include: (i) the option to purchase products via the App, which is considered an Online Store purchase and, therefore, is subject to the Terms and Conditions of Use and Purchase of www.uterque.com; (ii) the option to manage payments for purchases (hereinafter, "Wallet") made in physical UTERQÜE stores (hereinafter, and according to the corresponding reference, "Physical Store" or "Physical Stores"); (iii) the option to manage purchase receipts from purchases made at UTERQÜE online stores (hereinafter, "Online Store"), both being operated in Spain by UTERQÜE ESPAÑA, S.A., with tax number A70301981 and business address Avenida de la Diputación, Edificio Inditex, 15143 Arteixo, A Coruña; (iv) as well as the option to obtain an e-receipt or the proof of purchase in electronic form, the QR code of which may be shown in UTERQÜE Physical Stores solely for this purpose.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1. Purchase of products on www.uterque.com via the APP

The App allows customers to purchase products on www.uterque.com, therefore the purchase is considered an Online Store purchase and is subject to the Terms and Conditions of Use and Purchase of www.uterque.com. The customer must accept said terms at the moment of purchase.

1.2. Wallet Feature

The Wallet feature provides the following functions:

- i. **Access to e-receipts** for purchases made in Physical Stores in cases where the payment is initiated with Wallet or those receipts that have been requested or generated in accordance with the provisions set out in paragraphs (iv) and (v) below. 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 there are cards that have already been saved through the online sales quick purchase option, these will automatically be available to be activated as the Wallet payment card.

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 date it was applied. As well as managing the cards themselves, depending on the security mechanisms activated on the device on which the App is being used, Wallet may request that a password be generated for the cards.

- 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, bear in mind that to initiate a payment through Wallet you must present the QR code generated by the App so the staff can check it and scan it using the technology in the till area of the Physical Store.

Depending on the security mechanisms activated on the device on which you are using the App, Wallet may request that you enter the Wallet Password to generate a QR code that will allow you to manage the payment.

For payments initiated through Wallet, you are reminded and accept that an e-receipt will be issued and that a paper receipt will not. When a payment in a Physical Store is

initiated through Wallet, it will be charged to the card that you choose in the Service when initiating the payment.

The handing over of the items will take place when you authorise the payment initiation for the purchase of said items, through the presentation of the QR code to the store staff and the scanning of this code by the technology in the till area in the Physical Store.

Purchases where the payment was initiated through Wallet shall be governed unequivocally by the terms and conditions of purchase of the corresponding Physical Store. For this reason, any complaint relating to the contract between you and the corresponding Physical Store should be addressed to UTERQÜE ESPAÑA S.A., or if applicable in a specific case, for example, due to having been carried out in physical stores other than in Spain, to the relevant company according to the case in question. Wallet is a free service.

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

Check the terms and conditions with your network provider for more information. Wallet may only be used to initiate payments in the establishments indicated. 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 the user who has carried out wrongful or fraudulent use of the service, or who does 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.

- iv. **Receipt “scanning”:** from a paper format receipt, a digital copy may be generated by scanning the QR code that is printed on the receipt. From this moment on, you may make returns at Physical Stores using said receipt, under the applicable terms and conditions, according to UTERQÜE’s commercial policy, and, in any event, in accordance with current legislation.
- v. **Receiving an e-receipt:** when paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable terms and conditions, according to UTERQÜE’s commercial policy, and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt. **Therefore, it is paramount that you understand that by using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the UTERQÛE website.**

In any case, regarding any features of Wallet, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail.

If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

1.3. Specific feature to acquire the e-receipt for your purchases in Physical Stores

If you are a registered user and have the App installed, but do not wish to register a card (Wallet feature), an exclusive QR code will appear automatically on the APP so that you can request the e-receipt or the proof of purchase in electronic form on the APP.

By using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the UTERQÛE website.

2. AVAILABILITY OF THE SERVICES OFFERED BY THE APP

While always respecting current legislation, we reserve the right to modify, suspend or delete, at any time, at our discretion and without notice, whether of a general or particular nature for one or more users, a part or all of the features of the UTERQÛE App, as well as to modify, suspend or delete, under the same conditions, the availability in part or in whole of the Service.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we will not be liable for damages that you may incur due to the use of any of the features of the UTERQÛE App.

You agree to use the UTERQÛE App solely for the purposes for which it is intended, and therefore, not to carry out any wrongful or fraudulent use thereof, being liable to the Company or any third party for damages incurred from wrongful use of said App.

You will be liable in the following cases:

a) where your equipment or terminals associated with the App, SIM cards, email addresses and/or any of the Passwords are used by a third party authorised by you without our knowledge.

b) where errors or failures occur in your use of the features of the App as a consequence of a defective functioning of your hardware, software, devices or terminals or for not having set up the necessary security mechanisms on the device on which the App is being used.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS AND OTHER RIGHTS OF THE APP.

Any of the elements that form part of, or are included in, the App or Wallet are the property of or are under the control of the Company or third parties that have authorised its use. This shall henceforth be referred to, in its entirety, as the "Property".

The user undertakes not to withdraw, suppress, alter, manipulate or make any modifications to:

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

- The technical protection or identification devices the Property may contain (for example, watermarks, digital fingerprints, etc.). The user acknowledges that, by virtue of these Terms and Conditions, the Company neither grants nor transfers to the user any rights whatsoever in respect of its Property or the 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 email and Internet), transmit, communicate, modify, alter, transform, cede or, in any other way carry out activities that entail commercial use of the Property, whether partially or wholly, without the express, written consent of the legitimate owner of the exploitation rights.

Access and use of the Property shall at all times be carried out for personal and non-commercial purposes.

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

The Company does not concede any other licence or authorisation of use to the user 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 by virtue of these Terms and Conditions.

Notwithstanding, the Company may take legal action against any use by the user that:

- does not comply with the terms and conditions specified herein;

- infringes or violates the intellectual or industrial property rights or other similar rights of the Company or of any other legitimate third-party title holder; or infringes any applicable regulation.

Last updated: 13/10/2020