

## 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.stradivarius.com](http://www.stradivarius.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 comply with all regulations governing the use of the Platforms. In order to place an order, you must also expressly accept these Terms and Conditions and read the information provided in our Privacy Policy, which you will be bound by. If you do not agree with all the Terms and Conditions, you must not use the Platforms.

If you have any questions regarding the Terms or the Data Protection Policies, you can contact us by means of our contact form. The contract may be formalised, at your choice, in any of the languages in which the Terms and Conditions are available on the Platforms.

### 2. OUR INFORMATION

Products are sold through our Platforms under the name STRADIVARIUS by STRADIVARIUS ESPAÑA, S.A., a Spanish company with the business address Polígono Industrial de Sabón, Avda. de la Diputación, s/n, 15143 Arteixo (A Coruña), registered in the Commercial Registry of A Coruña in Volume 2,344, General Section, Folio 121, Page C-24,580, and with Tax ID number A60348240, telephone number 900 456 002 and email [contacto@stradivarius.com](mailto:contacto@stradivarius.com).

### 3. YOUR DETAILS AND VISITING THE PLATFORMS

The information or personal data provided by you shall be processed in accordance with the Data Protection Policies. The information or data you provide is accurate and true.

### 4. USE OF OUR PLATFORMS

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

1. Use the Platforms solely for legally valid orders or information.
2. Not place any fraudulent or false order. If it can be reasonably considered that an order of this type is made, we will be authorised to cancel it and report it to the appropriate authorities.
3. Provide your email address, postal address and/or other contact information truthfully and correctly. Likewise, we may use said information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we require, we will not be able to process your order. By placing an order on our Platforms, you confirm that you are more than 18 years old and have the legal capacity to sign 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 from another country on the Platforms, you may of course do so; however, please note that we only offer delivery to one of the STRADIVARIUS stores in Spain or to a delivery address in Spain.

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

## 6. HOW TO PLACE AN ORDER

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

## 7. TECHNICAL MEANS TO CORRECT 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 case, you can correct errors in the personal data provided during purchasing by contacting customer service on +34 900 456 002, or emailing [contacto@stradivarius.com](mailto:contacto@stradivarius.com). In addition, you can exercise your right to correction as specified in our Privacy Policy.

Our platforms will display confirmation windows in several parts of the purchasing process that will not allow you to continue with the order if the data in these sections have not been correctly provided. Additionally, the Platforms provide the details of all the items you add to your basket during purchasing so that you can modify the order data before making the payment.

If you notice an error with your order after finalising payment, you must immediately contact our customer service at the above telephone number or email address to resolve the error.

## 8. AVAILABILITY OF PRODUCTS

All orders are subject to product availability. If there are problems in supplying the product, or if there are no items in stock, you will be reimbursed for any amount paid.

## 9. DELIVERY

Before finalising the placement of your order, you must select the delivery method that best suits your needs. Unless we have agreed otherwise, we will send you the order consisting of the products listed in each Shipping Confirmation without undue delay and at the latest within 30 calendar days from the date of the Order Confirmation.

Circumstances arising from the customisation of products, or unforeseen or extraordinary circumstances may affect the delivery date.

We will send the virtual gift card on the date indicated by you when you place your order.

If the item cannot be shipped by the delivery date for any reason, you will be notified and given the option to specify a new delivery date or cancel the order with full reimbursement for the amount paid. Please remember that, except in exceptional circumstances, we do not home deliver on Saturdays or Sundays except in the case of the virtual gift card, which will be delivered on the date indicated by you.

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

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

#### 10. UNABLE TO DELIVER

If we are unable to deliver your order, we will try to find a safe place to leave it. If we are unable to find a safe place, your order will be returned to our warehouse. In addition, we will leave a note explaining where you can find your order and what you need to do for the delivery to be processed again. If you are not going to be in the place of delivery at the agreed time, please contact us to arrange the delivery for another day.

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

This clause shall not apply to the virtual gift card, the delivery of which shall be governed by the Gift Card Conditions and clause 8 above.

#### 11. TRANSFER OF RISK AND PROPERTY

Product risks shall be your responsibility from the moment of delivery. You shall acquire ownership of the products once we receive full payment for all amounts owed in relation to them, including shipping costs,

or if payment is made at the time of delivery (according to the definition contained clause 9 above), if this took place at a later point.

## 12. PRICE AND PAYMENT

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

Prices can vary at any time, but the possible changes will not affect the orders we have already sent an Order Confirmation for. When you have selected all the items you wish to purchase, they will have been added to your shopping basket and the next step will be to process the order and complete payment. To do so, you must follow the steps in the purchasing process, providing or confirming the information that will be requested from you at each step. Additionally, your order information can be modified during the purchasing process, prior to making the payment. You may refer to a detailed description of the purchasing process in the Shopping Guide. In addition, if you are a registered user, there is a list of the orders made under My Account.

For your payment method you may use Visa, MasterCard, American Express, Affinity Card, PayPal and Bizum (subject to the availability and operation of each bank and its App). You can also pay for all or part of your purchase with a gift card issued by Fashion Retail, S.A. or a STRADIVARIUS voucher.

Please note that Fashion Retail, S.A. with registered address at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain), registered in the Commercial Registry of A Coruña, Volume 3425, Folio 49, Page C47731, and with Tax Identification Number A-70301981, will collect all charges and, where applicable, refunds relating to payments through our Platforms, on behalf of Stradivarius España, S.A.

If you place an order through any of the electronic devices available in certain STRADIVARIUS stores in Spain, you may also pay using any of the additional payment methods available in some stores.

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

By clicking on "Authorise Payment" you are confirming that the credit card belongs to you or that you are the legitimate holder of the gift card or e-voucher.

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

## 13. PURCHASE AS A GUEST

Our website also enables purchases through the guest purchase feature. In this type of purchase, you will only be asked for the information required to process your order. Once you have completed the purchase process, you will be given the option of registering as a user or proceeding as an unregistered user.

## 14. EXPRESS CHECKOUT

Through the Express Checkout feature (hereinafter "Express Checkout"), you can make purchases on the Platforms more easily, avoiding entering delivery, invoice and payment information for each purchase. Quick Purchase is available in the Shopping Basket section. To use Express Checkout, you will have to save your 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. In order to save your card details and use Express Checkout, you must accept the Terms and Conditions and the processing of your personal data as set out in the current 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 your card issuer. In Express Checkout, you can save the details of as many cards as you wish, for which you must make at least one payment with each of them. In the event that you wish to save the details of more than one card, the one that has been saved most recently will be considered your "Favourite Card". Express Checkout purchases will be charged to this card by default. However, you can change your Favourite Card in the "My Account" section of this website. To use Express Checkout, simply click on the "Express Checkout" button that will appear in the Shopping Basket. A page will immediately appear with the delivery, invoicing and payment information of your purchase. The information available on this page cannot be edited, so if any information is incorrect, do not finalise the purchase. To shop using other information, please do not use Quick Purchase. You 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.

## 15. VALUE ADDED TAX AND INVOICING

Pursuant to Article 68 of Law 37/1992, of 28 December, on Value Added Tax, the delivery of items shall be understood to be within Spanish VAT territory if the delivery address is in Spain, excluding the Canary Islands, Ceuta and Melilla. The VAT rate applicable shall be the rate in force at any time depending on the specific item concerned. For orders to the Canary Islands, Ceuta and Melilla, deliveries shall be exempt from VAT pursuant to Article 21 of Law 37/1992, without prejudice to the application of corresponding taxes and tariffs in keeping with current regulations in each of these territories. You expressly authorise us to issue the invoice in electronic format. However, you may at any time indicate your wish to receive an invoice in paper format, in which case we will issue it and send it to you. You may request this by contacting our customer service, through any of the means made available to you and free of charge.

## 16. RETURN POLICY

### 16.1 Legal right to cancel the purchase

#### Right of withdrawal

If you are signed up as a consumer and user, you have the right to withdraw from this contract in a period of 14 calendar days, without providing justification. The withdrawal period shall expire within 14 calendar days of the day on which you or a third party, other than the carrier and indicated by you, acquired the

material possession of the goods or, if the goods making up your order are delivered separately, within 14 calendar days of the day on which you or a third party, other than the carrier and indicated by you, acquired the material possession of the last of those goods. To exercise your right of withdrawal, you must notify STRADIVARIUS at the following address: Pol. Ind. Santa Ana. 08727 Sant Fruitos de Bagés (Barcelona), by calling +34 900 456 002, by emailing [contacto@stradivarius.com](mailto:contacto@stradivarius.com) or by completing our contact form, and include your decision to withdraw from the contract with an unequivocal statement (for example, a letter in the post or an 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. To comply with the cancellation period, you need only ensure that the communication related to said exercise of this right be sent prior to expiration of the corresponding period.

#### Consequences of cancellation

If you should withdraw, we will refund all payments, including delivery expenses to the initial address (except additional expenses if you have chosen a form of shipping 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 proceed with the refund using the same payment method you initially used for the transaction. You will not incur any expense as a result of reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods or until you have provided proof of return of the goods, whichever condition is met first.

You must return or deliver the products directly to us at any STRADIVARIUS store in Spain, or a Correos drop point, without undue delay and, in any event, in a maximum period of 14 calendar days from the date you inform us of your decision to withdraw from the contract. The period will be considered fulfilled if the goods are returned before the end of this period.

Unless the goods are returned to a STRADIVARIUS store in Spain, you must bear the cost of returning the goods. Remember that, if you return goods to a Correos drop point, you must provide along with the products a printed copy of the electronic receipt you will have received attached to the Shipping Confirmation.

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

#### 16.2 Contractual right to cancel.

In addition to users' and consumers' legally recognised right of withdrawal mentioned in clause 16.1 above, a period of 30 days is provided following the Shipping Confirmation of the products to return the products (except for those mentioned in clause 16.3 below, regarding products excluded from the right of withdrawal). Gift Card returns are governed by the Gift Card Conditions of Use.

. In the event that the products are returned within the contractual period of the right to withdraw, but once the legal period has transpired, you shall only be refunded the price paid for these products. You will bear the direct costs of returning the product if they are not returned to a STRADIVARIUS store in Spain.

Remember that, if you return goods to a Correos drop point, you must provide along with the products a printed copy of the electronic receipt you will have received attached to the Shipping Confirmation.

You may exercise your right of withdrawal in accordance with the provisions of clause 16.1 above. However, if you notify us of your intention to withdraw from the contract after the legal withdrawal period has expired, you must, in any event, deliver the goods to us within 30 days from the date of the Shipping Confirmation.

### 16.3 Common provisions

You do not have the right to withdraw from a contract whose purpose is to provide any of the following products:

- \* Personalized items.
- \* Music CDs/DVDs whose original wrapping has been removed.
- \* Sealed items for health or hygiene reasons that have been unsealed after delivery (including, but not limited to: earrings, hair accessories, underwear or toiletries).

Your right to withdraw from the contract will only be applicable to the products that are returned in the same condition you received them in. No refund will be given if the product has been used after opening, if the products are not in the same condition as they were on delivery, and if they have suffered any damage. Therefore, extreme care must be taken with the product/s once they are in your possession. Please return the item using or including all the original packaging, instructions, and any other documents which came with it. Returns can be made at any STRADIVARIUS store in Spain, via a courier that we will send to your home address or at one of the Correos drop points in Spain as described below.

#### • Returns to a STRADIVARIUS store:

You can return the products at any Stradivarius store in Spain that has the same section of goods as the products you wish to return. In this case, please bring the item to any of these stores along with the e-receipt you will have received with the Shipping Confirmation, which is also available in your account on the Platforms. You can present the electronic receipt by showing a digital copy on the screen of your mobile device or by taking a printout to the store.

#### • Returns via authorised Correos delivery points in Spain.

You may return products to one of the authorised Correos delivery points in Spain. To do this, you will need to request a return using the "Drop Point" method in the "Orders and Returns" section of "My Account" of the Platforms and we will then email you a return label which you will need to attach to the parcel and drop off at your local post office. You must leave the item in the same package in which you received it and follow the instructions in the "Orders and Returns" section of "My Account" of the Platforms or in the email. If you have made a purchase as a guest, you may request to return the products at any of the drop points in Spain using the link that will have been sent to you with the Shipping Confirmation. After verification, you will receive an email with a label that you must attach to the package and return it to any of the mentioned points.

If you prefer not to return the products using one of the available free options, you will be responsible for any return costs. Remember that, if you return goods to a Correos drop point, you must provide along with the products a printed copy of the electronic receipt you will have received attached to the Shipping Confirmation. Please bear in mind that if you decide to return the items to us freight collect, we shall be authorised to charge you for any expenses that we may incur.

After examining the item, we will inform you whether you are entitled to a refund for the amount paid. Reimbursement of transport costs will only apply when the right of withdrawal is exercised within the legal deadline and all the items making up the order in question are returned. The return shall be processed as soon as possible and, in any event, within a period of 14 days from the date you notified us of your intention to withdraw. However, we may withhold reimbursement until we have received the goods or until you have provided proof of return of the goods, whichever condition is met first. The refund will always be made to the same payment method you used to pay for the purchase. You will bear the cost and risk of returning the goods to us, as set forth above. If you have any questions, you can contact us by means of our contact form or by calling +34 900 456 002.

Orders placed by means of the electronic devices available in certain STRADIVARIUS stores in Spain and paid at the register of a physical store must be returned in any case in STRADIVARIUS stores in Spain. In the event of withdrawal by you, we will refund all payments received from you and proceed with such refund using the same payment method used for the initial transaction.

#### 16.4 Returns in the Canary Islands, Ceuta and Melilla

If you wish to exchange or return a product that has been delivered in the Canary Islands, Ceuta or Melilla, you may do so by going in person to any STRADIVARIUS store in Spain, in accordance with the provisions of this clause. In turn, you can exchange or return products that have been delivered elsewhere in Spain in stores in the Canary Islands, Ceuta or Melilla. If this is not possible, you should contact us on +34 900 456 002 to arrange with us or one of our representatives to have the product collected by a courier or to return it at your own cost.

#### 16.5 Return 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 900 456 002, where we will tell you how to proceed. The product may be returned by bringing it to any of our STRADIVARIUS stores in Spain, by giving it to the courier we send to your home address, by bringing it to one of the authorised Post Office drop points in Spain or by sending the item to the aforementioned address. We will examine the returned product thoroughly and inform you by email within a reasonable period whether it can be returned or replaced (where appropriate). The refund will be processed or the item will be replaced as soon as possible and in any case within 14 days of the date on which we send you the email confirming that the item can be refunded or replaced.

Amounts paid for products that are returned to us because of a defect, where such a defect actually exists, will be refunded to you in full, including the delivery fee incurred in delivering the item to you and the costs incurred by you in returning the item to us. The refund will be made to the same payment method used to



pay for the purchase. In any case, the rights acknowledged by the legislation in force shall remain unaffected.

#### 16.6 Right of withdrawal and return of orders from abroad.

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

Likewise, we inform you that under no circumstances (with the exception of the provisions of clause 16.5 to which this clause, 16.6, does not apply) will we be obliged to reimburse you shipping costs other than those incurred to the original delivery in Spain, or return costs from a destination outside of Spanish territory.

### 17. GUARANTEES

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

Products are deemed to be in conformity with the contract provided that (i) they conform to the description we provide and possess the qualities we have presented on the Platforms, (ii) they are fit for the uses to which products of the same type are normally put and (iii) they present the quality and performance customary for a product of the same type which are reasonably to be expected. In this regard, if any of the products do not conform to the contract, you must notify us by following the procedure set forth in section 16.5 above and by any of the communication methods provided for this purpose.

The products we sell, especially craft products, can often have the characteristics of the natural materials used in their manufacture. These characteristics, such as variations in grain, texture, knots or colour, will not be considered defects or flaws. On the contrary, they should be expected and appreciated. We only select products of the highest quality, but natural characteristics are unavoidable and must be accepted as part of the individual appearance of the product.

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

### 18. LIABILITY AND DISCLAIMER

Except as otherwise expressly provided in these Terms, our liability regarding any product purchased on the Platforms shall be strictly limited to the purchase price of such product.

However, unless otherwise provided by law, we accept no liability for the following losses, irrespective of their origin:

- \* loss of income or sales;
- \* loss of business;

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

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

## 19. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademark and other intellectual property rights regarding materials or content provided as part of the Platforms belong to us or our licensors at all times. You may use such material only as expressly authorised by us or our licensors. This will not prevent you from using the Platforms to the extent necessary to copy your order information or Contact details.

## 20. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS

You must not misuse the Platforms by knowingly introducing viruses, Trojans, worms, logic bombs or any other technologically harmful or damaging programs or material onto the Platforms. You will not attempt to gain unauthorised access to the Platforms, the server where the site is hosted or any server, computer or database associated with them. You undertake to not attack the Platforms through a denial-of-service attack or a distributed denial-of-service attack. Failure to comply with this clause could lead to infringements as defined by the applicable regulations. We will report any such breach to the competent authorities and cooperate with them to discover the identity of the attacker. Furthermore, in the event of a breach of this clause, you shall immediately cease to be authorised to use the Platforms. We will not be responsible for any damage or loss resulting from a denial-of-service attack, virus or any other technologically harmful or damaging material or program that might affect your computer, data processing equipment, data or materials as a result of using the Platforms or downloading content from them or sites they redirect to.

## 21. LINKS FROM OUR PLATFORMS

Where our Platforms contain links to other websites and materials from third parties, such links are provided for information purposes only and we have no control over the content of those websites and materials. We therefore accept no liability whatsoever for any damage or loss arising from their use.

## 22. WRITTEN COMMUNICATIONS

Applicable law requires that some of the information or communications we send you must be 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 agree to use these electronic means of communication and acknowledge that all contracts, notifications, information and other communications that we send you electronically comply with the legal requirement that these be in writing. This does not affect your legal rights.

## 23. NOTICES

The notices you send us should preferably be sent by means of our contact form. Pursuant to the provisions in clause 22 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. Notices shall be deemed to have been received and properly made as soon as they are posted on the Platforms, 24 hours after an email has been sent or three days after the postmark date of any letter. In order to prove that notices have been provided, it will be sufficient to prove, in the case of a letter, that it was correctly addressed, properly stamped and duly delivered at the post office or in a post box 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 for you and us, as well as for our respective successors, transferees and assignees. You cannot transmit, assign, relinquish or in any way transfer a contract or any of its rights or obligations without our explicit prior written consent. We can transmit, assign, relinquish, subcontract or transfer the contract or any of its rights or obligations at any time during its validity period. To avoid any doubt, these transmissions, assignments, or other transfers will not affect your legally recognised consumer rights, where applicable, or cancel, reduce, or limit in any way both the explicit and tacit warranties that we may have given you.

## 25. EVENTS BEYOND OUR CONTROL

We shall not be liable for any breach or delay in the performance of any of our obligations where such failure or delay is due to events beyond our reasonable control ("Force Majeure"). Force Majeure Events include any action, event, failure to act, omission or accident that is beyond our reasonable control, including but not limited to:

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

Obligations will be considered to be suspended while the Force Majeure Event continues. There will be an extension to fulfil said obligations for a time period equal to the duration of the Force Majeure Event. We will use all reasonable means to bring the Force Majeure Event to an end or to find a solution that enables us to fulfil our obligations despite the Force Majeure Event.

## 26. WAIVER

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

this will not imply that we waive any other rights or actions arising from a contract or these Terms and Conditions. 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 NULLITY

If any of these Terms or any provision of a contract is declared null and void by a final decision of a competent authority, the remaining terms and conditions shall remain in force and shall not be affected by such declaration of nullity.

## 28. FULL 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. You and we acknowledge that we have consented to the conclusion of a contract without having relied on any representation or promise made by the other party or which could be inferred from any statement or writing in the negotiations between us prior to the contract, except as expressly mentioned in these Terms. Neither you nor we have any recourse in the event of any unclear statement made verbally or in writing by the other party prior to the contract date (except if the unclear statement was made fraudulently). The only recourse the other party will have will be due to contractual non-compliance in accordance with the provisions of these Terms.

## 29. OUR RIGHT TO MODIFY THESE TERMS

We reserve the right to modify the Terms and Conditions. Amendments made shall not be retroactive.

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

## 30. APPLICABLE LAW 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. Official complaint forms are available for consumers and users. You can request them by calling +34 900 456 002 or by means 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. They will also be registered with an identification code that we will inform you of and will allow you to follow up on them.

If, as a consumer, you believe that your rights have been violated, please direct your complaints to the email address [contacto@stradivarius.com](mailto:contacto@stradivarius.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 extrajudicial dispute settlement as a consumer through the website <http://ec.europa.eu/consumers/odr/>.

Last updated:

## **APPENDIX 1**

### **Cancellation form template**

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

For the attention of Stradivarius España, S.A., operating under the commercial name STRADIVARIUS, Pol. Ind. Santa Ana, 08727 Sant Fruitos de Bagés (BARCELONA), [contacto@stradivarius.com](mailto:contacto@stradivarius.com)

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

Ordered on/received on (\*)

Customer name:

Customer address:

Customer signature (only if this form is in paper format) Date

(\*) Cross out any that do not apply

## **TERMS AND CONDITIONS OF USE OF THE FEATURES OF THE 'STRADIVARIUS' APP**

These terms and conditions of use (hereinafter, “Terms and Conditions”) govern specifically and in addition to the Terms and Conditions of Use and Purchase of [www.stradivarius.com](http://www.stradivarius.com), the access and use of the services and features available on the App (as defined below) of the STRADIVARIUS 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.stradivarius.com](http://www.stradivarius.com); (ii) the option to manage payments for purchases (hereinafter, “Wallet”) made in physical STRADIVARIUS stores (hereinafter, and according to the corresponding reference, “Physical Store” or “Physical Stores”); (iii) the option to manage purchase receipts from purchases made at STRADIVARIUS online stores (hereinafter, “Online Store”), both being operated in Spain by STRADIVARIUS ESPAÑA, S.A., with tax number A60348240 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 STRADIVARIUS Physical Stores solely for this purpose.

## 1. GENERAL DESCRIPTION OF THE SERVICE

### 1.1. Purchase of products on [www.stradivarius.com](http://www.stradivarius.com) via the APP

The App enables customers to purchase products at [www.stradivarius.com](http://www.stradivarius.com). Therefore, it is considered an Online Store purchase and is subject to the Terms and Conditions of Use and Purchase of [www.stradivarius.com](http://www.stradivarius.com), which must be accepted at the time 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 any cards already saved via the Express Checkout option in the online shop, they will be automatically available to facilitate their activation as a card for payment via Wallet.

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

The amount of this micropayment will be refunded within a maximum period of one month from the date it was applied. In addition to managing the cards, depending on the security mechanisms enabled on the device where the App is running, Wallet may ask you to generate a password associated with them.

- 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 enabled on the device where the App is running, Wallet may ask you to enter your Wallet Password in order to generate the QR code that enables 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. Therefore, any claim regarding the contract between you and the relevant Physical Store must be addressed to STRADIVARIUS ESPAÑA, S.A. or, if applicable in the specific case, for example, because it has been made in physical stores located in countries other than Spain, to the corresponding company, as the case may be. 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. In addition, your telecommunications service operator may charge for the use of the telecommunications network with which you access Wallet.

Check the terms and conditions with your network provider for more information. You may only use Wallet to initiate payments at the listed stores. 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 STRADIVARIUS’ 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 STRADIVARIUS’ 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 STRADIVARIUS website.**



In any case, regarding any Wallet features, the regulations governing electronic receipts or any other applicable regulations will always be of preferential application, and to which these Terms are subject.

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

### **1.3. Specific features to obtain electronic receipts for purchases in physical stores**

If you are a registered user and therefore have the APP installed but do not wish to register a payment card (specific to the Wallet feature), a unique QR code will automatically appear in the APP in order to receive the electronic receipt and electronic proof of payment in 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 STRADIVARIUS website.**

## **2. AVAILABILITY OF THE SERVICES OFFERED BY THE APP**

Subject to applicable legislation, we reserve the right to modify, suspend or remove, at any time, at our sole discretion and without prior notice, either generally or in particular for one or more users, any or all of the features of the STRADIVARIUS App, as well as to modify, suspend or remove, on the same terms, the availability of all or part of the Service.

## **3. LIABILITY**

Except in those cases in which the exclusion of liability is legally limited, we are not liable for damages that may arise for you from the use of the features of the STRADIVARIUS App.

You undertake to use the STRADIVARIUS App only for the purposes for which it was conceived and therefore not to make any improper or fraudulent use of it, being liable to the Company or any third party for any damages that may arise from improper use thereof.

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 the use of the various features of the App by you as a result of a malfunction of your hardware, software, devices or terminals or because you have not implemented the necessary security mechanisms in the device on which the App is executed.

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

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

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

- 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 by email and the Internet), transmit, communicate, change, alter, transform, transfer or in any other way engage in activities involving the commercial use of the Property, whether in whole or in part, without 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 to the Property, including, but not limited to, all intellectual and industrial property rights it holds in the Property.

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 foregoing, the Company may take legal action against any use by the user which:

- does not comply with the terms and conditions specified herein;
- infringes or violates the intellectual 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.

