

## **TERMS AND CONDITIONS OF USE**

### **Terms and conditions of use**

By accessing and using the [www.desigual.com](http://www.desigual.com) website (hereafter the "**Website**") visitors to the Website are deemed to be Users and fully accept these Terms and Conditions of Use. If you do not accept these terms and conditions, please do not use the Website. The company ABASIC, S.A., a company duly incorporated under the laws of Spain, with corporate address at Passeig del Mare Nostrum, 15, 08039 Barcelona (Spain), duly registered with the Commercial Registry of Barcelona, and with corporate tax number (NIF) number A-63054068.

### **Intellectual and industrial property**

The Website and its contents, including designs, texts, graphic images, logos, icons, buttons, software, trade names, brands, creative works, illustrations, photographs or industrial drawings and any other features that can be used for industrial and commercial purposes, (i) are the property of and held by Desigual or third-party owners who have duly authorized the inclusion thereof on the Website, and (ii) are protected by domestic and international laws on intellectual and industrial property.

Under no circumstances will it be deemed that Desigual grants any kind of license, waives, transfers, totally or partially assigns said rights, or confers any right or expectation of a right, especially in relation to the alteration, transformation, exploitation, reproduction, distribution or public communication of the aforementioned contents, without previously securing the express consent of Desigual or the owners in writing.

You may only use the Website and its contents for personal and private purposes. Any other use is prohibited and will require you to previously secure the express consent of Desigual in writing. The use of any framing, metatag or other hidden text techniques employing Desigual's names or brands without Desigual's prior written authorisation is strictly prohibited.

### **Obligations of Users**

Generally, Users are required to always operate in compliance with the law, the norms of polite behavior and the requirements of good faith, employing all due diligence and abstaining from using the Website in a way that may prevent, damage or adversely affect the normal operation of the Website or the goods or rights of Desigual, its franchisees, suppliers, other Users or generally, any third party.

Specifically, without this limiting the provisions of the previous section, Users agree to do the following while using the Website:

- a) Users will provide truthful information in registration and order forms, and keep said data updated.
- b) Users will not enter, store or propagate on or from the Website any information or material that is defamatory, insulting, obscene, threatening or xenophobic, or likely to incite violence or discrimination for reasons of race, sex, ideology or religion, or that offends morality, public order, fundamental rights or public liberties, or that goes against the honor, privacy or reputation of third parties, or that generally violates the regulations in force.
- c) Users will not enter, store or propagate through the Website any program, data, virus or code, or any other electronic or physical device that is likely to cause damage to the Website, any of its services, or any of the equipment, systems or networks of Desigual, any other User, the suppliers of Desigual or generally, any third party.

- d) Users will not engage in advertising activities or any form of commercial exploitation through the Website and they will not use the contents and information on the Website for advertising purposes or to send messages for any other commercial purpose or for collecting or storing the personal data of third parties.
- e) Users will not use a false identity or assume the identity of others while using the Website or any of its services, including the use of passwords or access codes of third parties or otherwise.
- f) Users will not destroy, alter, use for their own purposes, render unusable or damage any data, information, programs or electronic documents of Desigual, our franchisees, suppliers or third parties.
- g) Users will not enter, store or propagate through the Website any content that violates third-party intellectual or industrial property rights or trade secrets, or generally, any content that they are not entitled to provide to third parties under the Law.

### **Warranties and liabilities**

We provide no warranty as to the reliability, usefulness or truthfulness of absolutely any of the information featured on this website.

As a results, we are unable to provide any warranty, accept any responsibility or be held liable for:

- a) The continuity of the website's content;
- b) The absence of errors in said content;
- c) The absence of viruses, Trojan Horses, worms, logic bombs and/or any other malware or technologically harmful components on the website or the server hosting it;
- d) The website's invulnerability and/or the impossibility of compromising any security measures adopted therein;
- e) Any lack of usability or performance of the website's content;
- f) Website malfunctions due to any kind of attack upon its servers or those of third-party service providers, as well as any technical or security bugs or issues in any of said providers' systems preventing the website from working;
- g) Any bug or technical issue impairing, delaying or preventing the proper working of the website;
- h) Any damage or harm caused, to themselves or any third party, by anyone contravening the conditions, rules and instructions established for the website or by breaching security systems.

Nevertheless, the website features all necessary measures, within our means and given the state of the art, to guarantee its proper working and reduce system errors to a minimum, in both terms technical and with regard to the content published.

In this regard, neither we ourselves nor our suppliers/providers shall be held responsible or liable for the truthfulness, completeness or up-to-date nature of any information appearing on the website from sources external to ourselves and/or our suppliers/providers, nor for the content of any other platform linked to by the website.

We reserve the right to suspend, modify, restrict or interrupt, temporarily or permanently, access to and the browsing, use, hosting and/or downloading of content and/or the use of the services offered on the website with or without prior notice, for users contravening any of

the provisions of these terms and conditions of use, with no entitlement to claim any compensation as a result thereof.

### **Links to third-party websites**

It is expressly prohibited to introduce hyperlinks to our Website and/or our franchisees from other websites for commercial purposes without the prior consent of Desigual. Under no circumstances will the presence of hyperlinks on websites other than our own Website imply the existence of a commercial or business relationship with the owner of the website on which the hyperlink has been established, or the acceptance by Desigual of the contents or services of said external website.

Desigual accepts no responsibility for the use or contents of third-party websites that may establish links with the Website.

### **Applicable law and competent jurisdiction**

The Terms and Conditions of Use of the Website are subject to the laws of Spain and any controversies arising from these Terms and Conditions of Use will be submitted to the Courts and Tribunals of the city of Barcelona, Spain, which Courts and Tribunals will have sole and exclusive competence on such matters. Notwithstanding the foregoing, if you are a consumer and user under *Ley 1/2007, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias*, Spain's act approving the re-written text of the General Act on the protection of consumers and users and other complementary laws, or the regulation replacing it that may be in force from time to time.

### **Contact us**

For any questions or queries regarding the use of the Website, please contact Desigual:

- By calling us at +34 93.304.3164, Monday to Friday (except local holidays), 9AM to 6PM
- By using the Contact form you will find on our Website
- By e-mailing us to [help@help.desigual.com](mailto:help@help.desigual.com)