

# VAGUEDIVAGUE – GENERAL TERMS AND CONDITIONS

## 1. INTRODUCTION

The General Terms and Conditions (“**GTC**”) herein determine the rights and obligations of i) Neptune Intuition, Unipessoal Lda., headquartered at Avenida da Liberdade 240 – 2º Piso, 1250-148 Lisbon, Portugal, registered under the *Numero de Identificação Fiscal* (“**NIF**”) 513637192, legal entity operating the Vaguedivague brand (hereinafter referred to as “**VDV**”), and ii) any consumer, whether legal person or natural person with full juridical capacity, completing a purchase of VDV-branded products on [www.vaguedivague.com](http://www.vaguedivague.com) (hereinafter respectively referred to as “the **Client**” and “the **Website**”).

On the Website, VDV allows the Client to order Vaguedivague-branded products online (hereinafter referred to as the **Product(s)**) under the current GTC.

Any order made on the Website automatically implies the acceptance by the Client of the GTC herein. The present GTC can be modified at any time and for any reason by VDV with no notification obligation to the Client, being that applicable GTC related to any purchase made on the Website are the ones available on the Website at the time of the transaction.

Any written notification by the Client to VDV pursuant to the terms of this document are to be sent to the email address available at any time on the Contact page of the Website. For any notification requirement by the Client to VDV within the scope of those GTC, the Client is responsible for ensuring that VDV has received their notification if no receipt confirmation is made by VDV within a five (5) day timeframe from the Client’s initial notification. In such case, the Client shall contact VDV by phone at the number presented at the end of this document.

## 2. PRODUCTS DESCRIPTION

- 2.1 The Products available for sale on the Website are swimsuits for women and men manufactured in Portugal and Morocco.
- 2.2 The Products are to be used by the Client in line with the use and care information available on the Website.

## 3. PRODUCT COMPLIANCE

- 3.1 The Products sold on the Website are displayed with a product description presenting the materials and accessories used, along with use and care advice, sizing characteristics.
- 3.2 The Products are in compliance with the production standards applicable in Portugal and Morocco where they are manufactured.

- 3.3 The Client expressly accepts that all photographs, texts, graphics, measures, representations of any form, and information relating to the Products on the Website are not contractual.
- 3.4 Consequently, VDV will not be held responsible in case of error or omission on any of the aforementioned elements, in the case of modification on said elements by its suppliers or editors.
- 3.5 Notwithstanding the foregoing, VDV will exchange or refund any Product presenting any defect or substantial non-compliance with the Product description on the Website at the time of delivery to the Client, if it is informed by written notice by the Client, sent to the email address available on the Contact page of the Website, of such defect or non-compliance within five (5) business days of effective delivery and if the related Product(s) is/are returned in accordance with the returns and refund conditions presented on this document and the Return Form available on the Website. Passed this delay, VDV's decision to exchange or refund the related Product(s) will be fully discretionary.
- 3.6 In the case described directly above, VDV will be accountable for the related postal charges within the limit of an excess 50% from initial shipping costs as mentioned in the order confirmation.

#### 4. OBLIGATIONS OF THE CLIENT

- 4.1 The Client declares he/she i) is over the age of legal majority and has full juridical capacity or ii) is in possession of a written authorization from his/her parents to make a purchase on the Website.
- 4.2 The Client agrees to communicate to VDV, in the "My Account" section of the Website, the elements necessary for the materialization of a Product purchase, namely his/her family name, first name, postal address, valid phone number and email.
- 4.3 The Client is responsible for all consequences related to the sharing of wrong or incomplete information transmitted by him/her on the Website.
- 4.4 One an order has been made, VDV sends a confirmation email to the Client, and also informs the Client of shipment of the Products.
- 4.5 The Client can modify at any time his/her information on the Website in the "My Account" section.

#### 5. ORDERS AND AVAILABLE INVENTORY

- 5.1 Any order placed on the Website will be shipped after payment validation.
- 5.2 VDV reserves the right to cancel or refuse any order made by a Client with whom VDV has had previous dispute.
- 5.3 VDV can accept orders within the limit of available inventory. Product availability is displayed on the Website at any given time.
- 5.4 If any Product is not available in stock despite being displayed as available at the time of purchase on the Website by the Client, VDV will inform the Client by email as early as possible. The Client will be able to cancel or modify his/her order and will be entitled for a full refund of any amount already paid (in the case

of an order cancelation) or a partial refund in the case of an order change for Product(s) with a lower value.

- 5.5 The temporary or definitive unavailability of a Product or set of Product(s) shall under no circumstances engage VDV's responsibility towards the Client, and VDV will not be held accountable for any indemnity towards the Client beyond the reimbursement of amounts previously paid by the Client, pursuant to the clause above.

## 6. PRICE

- 6.1 Prices displayed on the Website (the "**Prices**") are in Euro and include applicable value-added tax ("**VAT**") unless otherwise noted, but exclude delivery costs, as well as potential order treatment costs and packing costs. Applicable VAT is 23% as per Portuguese regulations.
- 6.2 Delivery costs (if they are charged to the Client), as well as potential order treatment costs and packing costs, if applicable, will be displayed in the Client's order, prior to the final order validation.
- 6.3 Prices can be modified at any point without prior notice to the Client, particularly in the case of evolving production costs, or economic or fiscal conditions. Products will be invoiced based on applicable Prices at the time of the Client's order.

## 7. DELIVERY

- 7.1 VDV delivers in all countries of the European Union. VDV might agree to deliver outside of the European Union, on a case-by-case basis.
- 7.2 Product(s) are shipped with their related delivery form, to the address indicated by the Client during the order. Delivery will not be made in hotels or PO boxes.
- 7.3 Delivery times indicated on the Website are indicative, and correspond to average delivery times necessary for order processing and delivery. In order to reduce delivery time as much as possible, the Client must communicate correct and complete information regarding delivery address (including, without limitation, street and/or building number, staircase, door code, name on intercom, etc.).
- 7.4 VDV will not be held responsible for extended delivery times due to errors or omissions in the information provided by the Client during the order. All incremental costs resulting from such error or omission will be charged to the Client, and any additional delivery time will not be considered for the purpose of the clause below.
- 7.5 In case of a delivery delay of more than 14 business days:
- 7.5.1 If the Product(s) has/have not shipped, the Client can cancel their order by email (sent to the address displayed on the Contact page of the Website), and ask for a refund.
- 7.5.2 If the Product(s) has/have been shipped prior to the Client's cancelation pursuant to the clause hereof (delay of more than 14 business days), VDV will proceed to the refund of any amount paid by the Client in connection with the related order (including return shipping costs as evidenced by written record) after reception of i) the cancelation notice (which shall be sent by email to the address displayed on the contact page of the Website)

and ii) the said Product(s) duly returned by the Client in accordance to the conditions mentioned on the return form available on the Website.

7.6 VDV will inform the Client of the status of their order upon request.

7.7 In the case that the shipment packaging arrives open and/or the Product(s) has/have been stolen or damaged prior to delivery, the Client will notify the transport company and VDV within 3 business days from the delivery date.

7.8 VDV will not be held responsible for any consequence arising from a delayed delivery for reasons that VDV does not control.

## 8. PAYMENT

8.1 The total amount of the order value must be paid by the Client upon order confirmation. Under no circumstances the paid amounts can be considered as deposits or down payments. The Client shall pay by credit/debit card (Visa, Eurocard, Mastercard) or through the Stripe payment system or any other payment system allowed on the Website.

8.2 For any payment transaction, the Client will provide their name, credit/debit card number, card expiration date and the 3-digit cryptogram displayed on the backside of the card.

8.3 Any communication by the Client of their credit/debit card number allows VDV to debit the Client's bank account in the full amount of the order transaction including any order processing fee or delivery fee as displayed on the Client's order.

8.4 Payments on delivery are not accepted for any order placed on the Website.

8.5 VDV remains the sole owner of the Product(s) until the full payment of the order has been received from the Client. All purchases made on the Website are secured.

## 9. PRODUCT EXCHANGE OR RETURN

### 9.1 RIGHT OF CANCELLATION

9.1.1 Within a thirty (30) calendar day timeframe after order delivery, the Client can request by written notification the return or exchange of one or several Product(s).

9.1.2 To this aim, the Client will fill the Return Form available on the Website, which contains all information necessary to proceed to the exchange or refund.

9.1.3 Shipping costs related to the Product return will be paid by VDV within the limit of one return per order, unless the Client would have received a damaged Product or a Product that does not correspond to their order as per Clause 3. of the present GTC. The Client shall send by written notification the official receipt of the postal charges related to the Product return pursuant to the clause hereof. VDV will be accountable for the related postal charges within the limit of an excess 50% from initial shipping costs as mentioned in the order confirmation.

9.1.4 The return or exchange is made at the Client's responsibility. The Product(s) must be received by VDV in perfect conditions and with their initial packaging, labeling and any hygienic protections, having neither been worn

nor washed. The Client shall follow the instructions displayed on the Return Form available on the Website, which shall be sent along with the Product(s) at the address below:

VAGUEDIVAGUE Returns Service  
Avenida da Liberdade 240, 2º Piso  
1250-148 Lisbon, PORTUGAL

- 9.1.5 The returned Product(s) will be exchanged or refunded within a fifteen (15) business day timeframe after reception by VDV. In the case of a refund, the refund will be credited on the same account as provided by the Client during the initial transaction.
- 9.1.6 VDV will only proceed to a Product exchange or refund in the case that all conditions presented herein and on the Return Form are duly respected.

## 10. WARRANTY AND LIABILITY

- 10.1 VDV engages its best efforts to ensure appropriate service to the Client with regards to Website access, order processing and delivery, and after-sale services.
- 10.2 VDV shall not be held liable for any damages or inconvenience related to the use of the Internet, including but not limited to network breakdowns, cybercrime, external intrusions due to computer virus, or any event qualified as force majeure by the competent jurisdiction.

## 11. INTELLECTUAL PROPERTY

- 11.1 The Client, or any user of the Website, is not allowed to download or modify any part or section of the Website or its content (including but not limited to product pages and descriptions, prices, images, videos or any other content on the Website).
- 11.2 The Products and the Website or any of its content are fully owned by VDV and shall not be reproduced, copied, sold or operated for commercial purposes without VDV's written consent.
- 11.3 All rights, brands and any content subject to intellectual property displayed on the Website (including texts, images and videos) and/or the Products (including, but not limited to, Product composition, details, patterning, designs or prints) are fully owned by VDV unless otherwise noted.
- 11.4 The Client, or any user of the Website, is not allowed to use any such rights, brands or content listed above for any commercial purpose whatsoever, nor to register any brand which could affect the owner of such rights, brands or content.
- 11.5 The above paragraphs apply to any intellectual property related to the Vaguedivague brand or any of its Products.

## 12. CONFIDENTIAL INFORMATION

- 12.1 The Client herein acknowledges and consents that in order to allow the processing of any order on the Website, his/her personal and confidential information will be collected and stored electronically.

- 12.2 VDV will not use any of the Client's personal and confidential information for any other purpose not connected to the operation of the Website and the Vaguedivague brand.
- 12.3 In the context of operating the Website, the above-mentioned information can be communicated to VDV's technical consultants.
- 12.4 The Client acknowledges that VDV will, from time to time, collect non-personal information on Website users in order to improve the Website, including but not limited to tracking page visits.
- 12.5 In accordance with the law n°78-17 of January 6<sup>th</sup>, 1978 modified by the law n°2004-801 of August 6<sup>th</sup>, 2004, the Client is entitled to access and modify at any time his/her personal and confidential information stored by VDV. Any such request shall be directed through written notification by email to the address displayed on the Contact page of the Website, or by postal mail at:

VAGUEDIVAGUE  
Avenida da Liberdade 240, 2º Piso  
1250-148 Lisbon, Portugal

### 13. FORCE MAJEURE

- 13.1 The party involved in a force majeure event shall notify the other party of such event within a fifteen (15) calendar day timeframe from the date of occurrence of such event, by registered letter with acknowledgment of receipt.
- 13.2 Are considered force majeure events in the context of this agreement all events commonly defined as such by the competent jurisdiction, including but not limited to insurrections, wars, acts of God, earthquakes, fires, storms, floods, extreme adverse weather conditions, epidemics, as well as strikes, lock-outs, riots, boycotts or any related actions with industrial or commercial scope, blocks on transportation or supply channels, energetic, governmental or legal restrictions, computer or telecommunications breakdowns, or any other event not related to the parties' will which might prevent either party to execute their obligations hereof.
- 13.3 In case of force majeure, all obligations directly impacted by the force majeure event will be suspended for the entire duration of such event, with no right to indemnification on behalf of such unexecuted obligations.
- 13.4 In the case of a force majeure event of more than three (3) months, each party hereof can unilaterally opt to cancel the order transaction with no right to indemnification on behalf of the other party, other than the application of the cancellation, Product return and refund clauses listed in this agreement.

### 14. PARTIAL INVALIDITY

- 14.1 If any of the clauses listed in this agreement is declared null and void or unenforceable by the competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 14.2 The parties undertake to substitute the invalid clause with another closest in content to the disputed clause in order to preserve the economic balance of the contract.

## 15. GENERAL CONDITIONS UPDATE

15.1 The current GTC can be modified by VDV at any time without notification obligation to the Client. Nonetheless, applicable GTC will be those in force at the time of the Client's order confirmation.

## 16. APPLICABLE JURISDICTION

16.1 The present GTC are subject to Portuguese law for both substance and form. Any litigation arising from these GTC or the use of the Website and/or the Product(s) by the Client will first be amicably negotiated prior to being brought to a court of law.

16.2 In case the litigation cannot be resolved by amicable negotiation, jurisdiction is assigned to the courts of Portugal, notwithstanding multiple defendants or third party complaint.

For any comment or question regarding these GTC, or for any information regarding VDV or the Vaguedivague brand, please contact VDV by phone at +351 933 132 346 or by email at the address presented on the Contact page of the Website.

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