

## 1. INTRODUCTION

We invite you to review the general conditions of sale that govern the offer and sale of BIMBA Y LOLA products through the online store included on this website.

This document contains the Conditions that govern the use of this website, hosted under the domain [www.bimbaylola.com](http://www.bimbaylola.com), as well as any other that may be determined and the contract that binds us both, bimba & lola, S.L.U., - you and us - (hereinafter referred to as the "Conditions"). These Conditions establish the rights and responsibilities of all users (hereinafter referred to as "you"/"your") and of BIMBA Y LOLA (hereinafter referred to as "us", "we" and "our") as regards browsing the website, acquiring the condition of User, the rights and responsibilities associated with said condition, as well as the commercial transactions and usage of services included in the same.

By using this website, you are bound to these Conditions, Privacy Policy and Legal Notice, so we recommend that you read these Conditions carefully. If you do not agree with them, you must leave the website.

These Conditions may be modified at any time, so you should read them before placing each order.

All products offered on [www.bimbaylola.com](http://www.bimbaylola.com) are sold directly by bimba & lola S.L.U., headquartered at the Parque Tecnológico y Logístico de Vigo, Nave D13, 36315 Vigo, Pontevedra province, holder of corporate tax ID number B-36950970, and registered in the Company Registry of Pontevedra, Tome 3,056, Book 3,056, Folio 218, Page number PO-36941. Except in Portugal, which are sold by "Bimba & Lola SLU" established in Parque Tecnológico y Logístico de Vigo, Nave D13, 36315 Vigo [Pontevedra] España, NIPC 980332214 VAT Number PT980332214 "Representative: Moet Mos - Textil em Portugal, Unip., Lda. AV Fontecova - Factory V. do Conde, 400 - Lj 7 Modivas 4485 592 Modivas [Portugal].

CONTACT: For any questions, consultations or suggestions, please send your comments by e-mail to: [eshop@bimbaylola.com](mailto:eshop@bimbaylola.com)

## 2. WEBSITE OWNERSHIP

All intellectual and industrial property rights to the web domain, as well as the contents, are the property of BIMBA Y LOLA, so no user is authorised to make use of them, nor print them nor store them on any physical medium for any reason other than for personal and private use. The modification, decompilation or commercial use of any part of the same is strictly prohibited.

Use of the contents of the web domain is authorised for information and service purposes only, whenever the source is referenced, and the user alone is liable for any misuse of the same.

Accessing this website does not give the users any right or ownership whatsoever to the intellectual or industrial property rights nor to the contents it contains. Users who access this page may not copy, modify, distribute, transmit, reproduce, publish, transfer nor sell the aforementioned elements, nor create new products or services derived from the information obtained without the prior express written consent of BIMBA Y LOLA

Any alteration to the content or structure of this web page by the user is strictly prohibited.

BIMBA Y LOLA reserves the right to take any pertinent legal actions against users who violate or infringe the intellectual and/or industrial property rights.

Should the user detect any suspicious activity that violates any Intellectual or Industrial Property rights or any other rights, we would ask that you notify us at the following email address: [eshop@bimbaylola.com](mailto:eshop@bimbaylola.com)

The information provided on this website is valid as of the date of the latest update. The company reserves the right to modify the content on the web domain without advance notice, limiting or blocking access to this website.

## 3. LINKS TO CONTENT

BIMBA Y LOLA reserves the right to block electronic links that redirect to this website without express authorisation in advance. If the website contains links to content owned by third parties, BIMBA Y LOLA assumes no liability whatsoever for the information contained on said third-party websites, nor for the information contained therein.

BIMBA Y LOLA shall remove any link the moment it becomes aware, by any means, of any illegal content or of any damage by them to the goods or rights of a third party.

## 4. TERMS AND CONDITIONS OF USE

These conditions have been designed to create a legally binding agreement between you and us, protecting your rights as a customer and our rights as a business.

These conditions regulate the offer, purchase acceptance and deliver of BIMBA Y LOLA products between you and us.

BIMBA Y LOLA offers the products solely to end users who acquire goods with no intentions of reselling them.

The "end user" is any individual or legal entity that acts on [www.bimbaylola.com](http://www.bimbaylola.com) for purposes different from those corresponding to the commercial, business or professional activities normally undertaken.

BIMBA Y LOLA reserves the right not to fulfil orders made by entities different from the end user. Only end users who have registered in compliance with these General Conditions may acquire the goods and services sold through this website.

## 5. REQUIREMENTS FOR BECOMING A REGISTERED USER

Becoming a registered enables you to browse through the different restricted-access areas included on the website, use the services that require you to log in and acquire any BIMBA Y LOLA products that may be offered on the same.

A registered user may be any person of legal age and full authority to enter into the contract established by these General Conditions. Becoming a registered user requires you to read and expressly accept, without any reservations, the terms included in these General Conditions, stating advance awareness of your acceptance of them and enabling you to save and reproduce them. User registration is an essential requirement for contracting services or acquiring BIMBA Y LOLA products through the online store.

The username and password generated that enable you to identify yourself as a user and to use the service are strictly personal and confidential. You are responsible for keeping them confidential. As a result, you expressly accept, barring proof to the contrary, that we assume that all usage of the service carried out using the identification codes are done by you, as the registered user, unless you have notified us in advance that they have been lost or stolen.

You may freely change your password through the procedures that we have put in place for that purpose. The replaced password will be cancelled as a means of identification as soon as you generate the new one.

We may block access and usage of the web page when as deemed necessary for security reasons. The Service will be blocked automatically following three successive errors in entering the user access or usage codes.

We will provide the organisational and technical measures necessary on our computer equipment to ensure proper usage of the Service by the users and prevent unauthorised access that seek unauthorised disclosure of the user's financial information content that is accessible through the Service

## 6. USER OBLIGATIONS

The user is obligated to:

- Provide BIMBA Y LOLA with all data necessary to access and use the services that require advance identification, which must be true, up-to-date and correct. Users are obligated to provide their personal details [forename, surname(s), postal address, e-mail address and other contact details] truthfully and faithfully, aware that we may use this information to contact you if necessary. If you do not provide all of the information, we will not be able to process your order. Otherwise, BIMBA Y LOLA shall not be liable under any circumstances for possible delays or failures in the delivery as a result of error or omission of these data.
- Users may not place fraudulent, false or speculative orders. BIMBA Y LOLA reserves the right to cancel the order and/or inform the pertinent authorities if we have reason to believe that to be the case.
- When placing an order on this website, you guarantee us that you are over 18 years old and that you are legally authorised to enter into binding contracts.
- Take the necessary security precautions, both personal and material, to maintain the confidentiality of your username and password, as well as to notify BIMBA Y LOLA immediately in the event of loss, misplacement, theft, robbery or illegitimate access to your username, as well as knowledge of it by third parties.
- Use the Services included on this website properly, always in compliance with applicable law.
- Refrain from conducting any activity that hinders or interferes with the functionality of the Services included on the website.
- Pay for any BIMBA Y LOLA products contracted through the website, as well as any shipping and handling charges that may apply.

## 7. NOTIFICATIONS

Some of the notifications or information that we send will be in writing, as required by applicable regulations, so as a user of this website, you must accept that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you with information by publishing alerts on this web page. Therefore, you agree to use this electronic communication medium and accept that any contract, notification, information or any other communication that we send to you electronically comply with the legal requirements of being in writing. This condition shall not affect your rights as allowed by law. We may send you notices by e-mail or to the postal address provided by you when placing an order. Notifications will be considered to have been received and correctly given as soon as they are posted on our website, 24 hours after being delivered by e-mail or three days after any letter has been posted.

## 8. SCOPE OF THE OFFER

The BIMBA Y LOLA products offered are distributed exclusively within the territory of Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark [except Faroe Islands and Greenland], Estonia, Finland [except Aland Islands], France [Continental only, excluding overseas territories], Germany [except Helgoland Island and the city of Büsingen], Greece [except Mount Athos], Hungary, Ireland, Italy [except San Marino, Livigno, Campione, Italian waters of Lake Lugano], Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain [except Ceuta y Melilla], Sweden and the United Kingdom [except Channel Islands and Gibraltar].

Any order with a delivery address located outside of these countries will be rejected during the request process.

## 9. CONTRACT WITH BIMBA Y LOLA AND ORDER ACCEPTANCE

The content of our website is an invitation to do business. Until your order has been accepted by us (even if your account has been charged), there is no contract between you and us. If your order is not accepted and we have charged your account, the amount will be reimbursed in its entirety.

After you click "buy", you will receive a receipt confirmation e-mail. This does not imply that your order has been accepted, since it is an offer that you are making to us for a purchase. The orders are subject to our verification and acceptance. We will confirm acceptance by sending you an e-mail informing you that the order is being delivered (Delivery Confirmation). Only shall the Contract between you and us be formalised.

Only the BIMBA Y LOLA products listed in the Delivery Confirmation shall be covered by the contract. We shall not be obligated to supply you with any other products that you may have ordered until we confirm delivery of them in a separated Delivery Confirmation.

The contract with BIMBA Y LOLA may be drawn up in Spanish or in English, as elected by the user.

BIMBA Y LOLA may abstain from processing orders that do not offer sufficient guarantees of solvency, or that are incomplete or incorrect or if the BIMBA Y LOLA are unavailable, with no liability assumed with you nor with others. In any case, we are committed to keeping you informed, and if we have already charged your account for the amount of the order, we will reimburse the sum paid in advance.

## 10. PRODUCT RETURNS POLICY

You may withdraw from the contract within the longest of the following terms:

- a) No later than thirty (30) calendar days after placing the order.
  - b) No later than fourteen (14) calendar days after the date on which you or a third party designated by you other than the carrier took possession of the goods, or if the goods included in your order are delivered separately 14 calendar days after the date on which you or a third party designated by you other than the carrier took possession of the last of those goods.
- In the event of your withdrawal, BIMBA Y LOLA will refund the entire amount paid by you, including delivery costs, as applicable.

Without prejudice to the foregoing, if you have expressly selected a delivery mode other than the least expensive ordinary delivery mode, BIMBA Y LOLA will not refund the additional costs you have incurred in this respect.

If the recipient of the BIMBA Y LOLA products is not the person who paid for them, the funds will be reimbursed to the person who made the payment.

If you have placed an order for more than one article and do not wish to return all the articles in the order, we will only return to you the amount of the articles you wish to return, without refunding all or part of the order delivery costs. The reason for this is because the costs incurred in home deliver are fixed. They are paid for each order placed and are invariable, based on the number of garments or articles included in the order.

Products may be returned:

- a) Free of charge to any of our stores (except El Corte Inglés, Printemps and Outlet stores), provided this is done in the same area where they were purchased.

- b) By post or courier, in which case you must pay all direct costs incurred in returning them, such as transport charges. We will in no case accept returns sent with carriage unpaid. We will not accept any liability for the loss, delay or shipping to the wrong address of any products you wish to return to us. For this reason we recommend you send them by registered mail or with acknowledgement of receipt. Likewise, the client will be responsible for proving that the articles were returned. We therefore recommend you always send them via a system that certifies delivery, for safety purposes.

In the event of returning products by post or courier, please send the BIMBA Y LOLA products and the return form to the following address: BIMBA Y LOLA (Almacén Online Store) Parque Tecnológico y Logístico de Vigo Texvigo, Nave D13 36312 Vigo Pontevedra Spain.

Your right of withdraw will apply provided the BIMBA Y LOLA products are returned in the same conditions as those in which you received them, together with their full original packaging, labels and all accessories related to the same. To change or return jewellery and accessories, the safety seal must be kept intact. If the returned product does not comply with the stipulated terms, you will not be entitled to receive a refund and we will send you the BIMBA Y LOLA products carriage unpaid.

We will decide whether the BIMBA Y LOLA products are in the same conditions as those in which they were sent to you. You will be liable for all losses in value of the products due to handling them in an incorrect manner, for the purpose of establishing their nature, characteristics or operation. No refund will be made for returned products which are damaged, incomplete, spoiled, used or soiled due to the fault of the client and they will be made available and sent to the sender carriage unpaid.

Returned BIMBA Y LOLA products will be shipped in a single delivery. We reserve the right to refuse to accept BIMBA Y LOLA products belonging to a single order returned and delivered at different times. After checking that the BIMBA Y LOLA products you have returned fulfil all the Returns Policy specifications, we will send you an e-mail informing you that the return was accepted. Regardless of the initial payment system used by you, the amount will be refunded as quickly as possible, and in all cases, no later than 14 calendar days from the date BIMBA Y LOLA has been informed of the decision to withdraw from the contract by the consumer. Despite this, BIMBA Y LOLA may withhold the reimbursement until it receives the products, or until the consumer has provided with evidence of repayment thereof, depending on what condition is met first.

When you receive an order, we attach a return note which you must complete in order to make the return. If you have lost the form, please use our contact form or download it in the My Account > Orders section.

Download the file, here > [Withdrawal form](#).

The following cases are excluded from the terms of the preceding paragraphs, and in such cases there is no withdrawal right:

1) Purchases of Customised Products, in which case you have no withdrawal right once you have placed the order. To that end, Customised Products are those created based on the consumer's or user's individual choice or decision, or if the consumer/user has requested the customisation of some of their characteristics or parts, such as the inclusion or engraving of personal initials on the product, among others. However, products made based on standard options offered by BIMBA Y LOLA to the general public, such as colour, print, size, etc., are not considered customised.

2) For reasons of hygiene and health, when purchasing sealed goods such as lingerie and swimwear in which the seals have been removed after delivery.

## 11. WITHDRAWAL FORM

The following cases are excluded from the terms of the preceding paragraphs, and in such cases there is no withdrawal right:

1) Purchases of Customised Products, in which case you have no withdrawal right once you have placed the order. To that end, Customised Products are those created based on the consumer's or user's individual choice or decision, or if the consumer/user has requested the customisation of some of their characteristics or parts, such as the inclusion or engraving of personal initials on the product, among others. However, products made based on standard options offered by BIMBA Y LOLA to the general public, such as colour, print, size, etc., are not considered customised.

2) For reasons of hygiene and health, when purchasing sealed goods such as lingerie and swimwear in which the seals have been removed after delivery.

[Withdrawal form](#).

## 12. PRODUCT AVAILABILITY

You accept that the products offered by BIMBA Y LOLA in the online store are subject to stock limits. All orders for BIMBA Y LOLA products are subject to availability. If any of the products are not available once you have placed the order, we will inform you as soon as possible. At that time, you can modify your order or cancel it.

BIMBA Y LOLA reserves the right to modify the products offered on the website at anytime without prior notice.

## 13. PURCHASE PROCESS

The following procedure has been established for purchases on the BIMBA Y LOLA website, which may be made in Spanish or English.

The user must access the online store hosted on the BIMBA Y LOLA website that displays the BIMBA Y LOLA products that are available through that channel, with the following information:

- a) Description of the product, reference, size, characteristics, colours, composition and photograph.
- b) Unit price
- c) Delivery charges
- d) Offer validity conditions, if any.

Once you have selected the BIMBA Y LOLA product or products, you must add them to the basket included on the website, indicating the number of units you wish to acquire.

Once you have included the BIMBA Y LOLA products you have chose to the shopping basket, you can access the shopping summary that you must accept by clicking the buy button, which will display the following information:

- a) Product
- b) Description
- c) Add to Favourites
- d) Quantity
- e) Unit Price
- f) Total Price of each BIMBA Y LOLA product acquired
- g) Total Price of the purchase
- h) Delivery charges and return policy

If you have a promotion code, you must enter it at this time to take advantage of the applicable conditions.

Next, you must provide your details. If you are a registered user, you must provide your username and the corresponding password. If you have not registered previously, you must create an account on the website.

Once the user has introduced their details they will access Delivery Details, where they will be able to revise and/or modify their delivery and billing information and request an invoice. (only Spain). they will then proceed to Order Confirmation where they shall see the delivery and billing address, method of payment, and if they wish choose to send order as gift and write a gift-card

message, terms and conditions of purchase should be accepted and proceed by clicking on the "Buy" button.

Once you have completed the Order Confirmation, you will receive an e-mail when we have received your order in which we inform you of the data corresponding to the purchase order issued. Likewise, we will analyse the purchase order to determine if it meets all of the requirements for processing. Once we have completed the verification, we will send you an e-mail confirming its delivery or rejecting it.

## 14. ORDERS DELIVERY

The BIMBA Y LOLA products are delivered through a courier service. Your order will be delivered within 15 working days from the moment in which we have confirmed the order.

For Spain [Peninsula and Balearic Islands] and Portugal, standard delivery is €3.50 or €5 for express delivery. Standard Delivery is free for all orders over €30.

For Canary Islands the cost of delivery is €5, it is free of charge for orders over €50.

For Madeira and Azores, the cost of delivery for all orders is 15€

For United Kingdom, the delivery charge will be £4,5 for each order. For orders above £100, the delivery will be free of charge.

For France, the delivery charge will be 4,50 € for each order. For orders above 100 €, the delivery will be free of charge.

For: Monaco, Belgium, Luxemburg, The Netherlands, Germany, Austria, Denmark, Italy, Slovenia, Slovakia, Finland, Hungary, Poland, The Czech Republic, Sweden, Ireland, Bulgaria, Estonia, Latvia, Lithuania, Romania, Greece, Malta and Cyprus, the delivery charge will be 4,5 € for each order. For orders above 100 €, the delivery will be free of charge.

Once the order has left our warehouses, we will send an e-mail notifying you that your order has been accepted and is being delivered.

Orders will be delivered to the delivery address that you provided on the form, so it is important that you pay special attention when completing the delivery address data. We will not be held liable if the delivery address is incorrect or incomplete.

You can track the status of your order in the "My Account" zone of our website.

For security reasons, bimba & lola will not send any order to post office boxes or military bases, nor will orders be accepted when it is impossible to identify the order recipient or their address.

When selecting Pay Pal as your method of payment, no changes can be made to the delivery address once the order has been made.

## 15. INABILITY TO DELIVER

If you do not receive your order in the timeframe indicated for your chosen delivery method, as detailed in the "DELIVERIES" section, please contact BIMBA Y LOLA to inform of this.

If it is impossible to carry out delivery, the courier company will contact you to arrange a new delivery date. If in this case you wish to modify the delivery address and/or delivery method from that selected originally, you will be responsible for any additional costs this may incur.

If within 15 calendar days from delivery notification, courier does not receive a reply from customer and order cannot be delivered, items will be returned.

Once returned orders are received in our warehouse, we will proceed with the refund of the order amount and delivery charges. If you have selected a delivery method other than standard delivery BIMBA Y LOLA will not reimburse the extra charges that this service may entail. Also note that the customer will be liable for return costs [cost of returning order to our warehouse].

When your order is delivered you should check to ensure that items have been received correctly. If there are any errors or problems with your order you should contact BIMBA Y LOLA via email indicating your personal details, order number and the discrepancies and/or problems found, and we will contact you in order to resolve the situation.

## 16. TRANSFER OF RISK AND OWNERSHIP

The user takes ownership of the BIMBA Y LOLA products when you receive the shipping confirmation and the product leaves from our warehouses. Liability for the BIMBA Y LOLA products is transferred to the user as soon as the order is delivered.

## 17. CURRENCY, TAXES, PRICE AND PAYMENT METHOD

The prices on our website are shown in Euros for all countries, with the exception of the United Kingdom, where prices are indicated in Pound Sterling.

In accordance with the applicable legislation, any purchase made on our website is subject to the Value Added Tax (VAT) or any other tax or duty applicable according to the destination country.

If you are a VAT taxpayer (businesses, entities, organisations, etc.) residing in the European Union and you have an intra-community Taxpayer ID Number, you will be exempt from paying VAT (not applicable for sales in Portugal) and you will be required to send a copy of the corresponding document via our contact form

According to Spanish law, we are obliged to issue an invoice for orders over 3000€ (inc. VAT). Relative to other destinations apply the legislation in force.

The delivery charges are added in the purchase summary, before making payment.

If at the time of purchase you select a country that differs from that where you were viewing the products; variations in prices and delivery costs may arise in the final order summary.

BIMBA Y LOLA reserves the right to modify the prices show on the website without prior notice.

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

We are not obligated to provide you the product(s) at an incorrect lower price (even if we have sent you the Delivery Confirmation) if the error in the price is obvious and unmistakable and could reasonably be recognised by you as an incorrect price.

All rights recognised by the applicable legislation are reserved.

BIMBA Y LOLA accepts payments made via credit or debit card (Visa, Visa Electron, Mastercard and Maestro) and Pay Pal.

To protect credit/debit card payment security, we use secure payment systems. The confidential payment data are transmitted directly and encrypted (SSL) to the financial entity. When you make the payment over a secure payment gateway, the system will automatically verify that the credit card is activated for Secure Electronic Commerce. The issuing bank will authorize the operation.

BIMBA Y LOLA complies with the regulations demanded by the different payment methods that may be used to make your purchase.

BIMBA Y LOLA reserves the right to verify the personal details and take appropriate measures to ensure that the merchandise is properly delivered.

## 18. DEFECTIVE PRODUCT RETURNS

If you receive an erroneous order or a defective product, we ask that you contact us immediately, within 24 hours, at the following e-mail address, indicating the error or defect, along with your personal details, on our contact form.

Incidences will always be dealt with from the purchase market.

In the event of problems with the packaging, you must notify the courier service as soon as you receive the order.

We will examine the returned product carefully and notify you by e-mail within a reasonable period of time whether the item will be returned or replaced (if appropriate). The item will be returned or replaced as soon as possible and, in any case, within 30 days of the date on which we sent the e-mail confirming that the inadequate item would be returned or replaced.

The amounts paid for products returned due to flaws or defects, when they actually do exist, will be reimbursed in full, including any delivery charges paid to send the item to you and the costs to you to return it to us. The refund will be made using the same method as that of payment.

All rights recognised by the applicable legislation are reserved.

## 19. GIFT OPTION

Our website offers you the option to send items as gifts. To do this, you should make the purchase via your computer in the usual way, entering the delivery address for the recipient of the gift and select as a gift option. You can write a personalised message for the recipient. By selecting this option, your order will be wrapped in a single parcel.

If you provide us with personal data of a third party, you guarantee that you have the authority to handle such data. Likewise, you are obliged to inform said third party of the terms and conditions for the processing of their data.

If you have received an item as a gift, you must follow our usual Returns Policy in order to make an exchange or return. The returned amount will be refunded to the person who made the purchase via the same payment method they used.

## 20. PURCHASE LIMITS

For security reasons, you cannot place orders in excess of €3,000 or £2,400 nor containing over 30 items within 15 days. If you are interested in making purchases in excess of that amount or quantity, please contact our customer support service via our contact form

## 21. PRODUCT GUARANTEES AND INFORMATION

The products offered on our website are a carefully selected sample of our collection. We have taken special care in showing the colours and characteristics of our products with great precision. Of course, each monitor is calibrated differently, and we cannot guarantee that your monitor shows entirely true colours.

## 22. LIABILITY AND EXEMPTION FROM LIABILITY

None of these purchase conditions exclude or limit our liability for [1] death or personal injury cause by our negligence, [2] fraudulent statements, [3] any other liability that may not be limited or excluded according to applicable law.

Subject to the paragraph above, and to the extent that the law allows, we shall not be liable for financial loss [including lost income, profits, contracts, business or expected savings] or loss of good will or reputation or losses due to special or indirect damages suffered or incurred by you as a result of or in connection with these Conditions.

The content of this section does not affect your legal rights as a consumer, nor your right to terminate the contract.

## 23. EVENTS BEYOND OUR CONTROL

We shall not be held liable for any non-compliance or delay in compliance of any of the obligations assumed in a Contract, when the cause is due to events that are beyond our reasonable control ["Force Majeure"].

Force Majeure includes any act, event, lack of service, omission or accident that is beyond our reasonable control, especially including but not limited to the following:

- Strikes, lock-outs or other protest measures.
- Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war [whether declared or not] or threat or preparation for war.
- Fire, explosion, storm, flooding, earthquake, sinking, epidemic or any other natural disaster.
- Inability to use trains, ships, aircraft, motor transport or other means of transport, whether public or private.
- Inability to use public or private telecommunication systems.
- Acts, decrees, legislation, regulations or restrictions by other governments.

Our obligation to fulfil any Contract shall be understood to be suspended during the period in which the Force Majeure situation remains in effect, and we shall be granted an extension in the period of time stipulated to fulfil our obligation while such a situation lasts. We will make every effort to bring an end to the Force Majeure situation or to find a solution by any means that enable us to fulfil our obligations under the Contract, despite the situation of Force Majeure.

## 24. DATA PROTECTION AND COOKIES.

The Website uses cookies, small data files that are generated in the user's computer, in order to optimize your navigation, adapt the design of the site and improve its content, with the ultimate aim to provide users with a more satisfactory service.

Origin: Google Analytics

Name: [i] \_utma, [ii] \_utmb, [iii] \_utmc.

Duration: Session.

Purpose: They collect anonymous information about how many times a user visits the site, calculate the start of the session and whether it should be kept open, they record the origin of the visits and other similar statistics.

Disabling and deletion of cookies: You can, at any time, restrict, block or erase cookies from this website. To do so you need to modify the configuration of your web browser regarding the use of cookies policy, through the menu "Options", "Preferences" or "Tools" (the name of the menu or the procedure to access the cookies configuration options may vary depending on your web browser). For more information regarding cookies configuration check the "Help" menu in your web browser.

To use this website the use of cookies is required, the information gathered is completely anonymous. However, you can set your browser to block them and, where appropriate, eliminate them. However, if you select this setting you may be unable to access certain parts of the website or may be unable to make the most of a number of our services. Unless you have adjusted your browser settings to refuse cookies, our system will issue cookies when you log on to our site.

The company, bimba & lola SLU, undertakes to treat all your personal data with absolute confidentiality, using them exclusively for those purposes stated, and informs you that it has all the necessary technical and organizational security measures implemented to guarantee the security of your data and avoid any alterations, loss and/or unauthorised access, taking into account the state of technology, the nature of the data stored and the risks to which they are exposed, whether coming from human action or from the physical natural environment, in accordance with the provisions of article 9 of LOPD [Data Protection Act] and the legislation approved in Royal Decree 1720/2007 of 21st December.

There are functionalities on this website that require you to register before you are given access. This will enable you to access "my account", where you can view your personal details, delivery addresses, order status, and so on. Each time you access these functionalities, you will need only to enter your e-mail address and password. Our system will recognise your data, making your experience on the website quicker and easier.

BIMBA Y LOLA, we care about security and guaranteeing and protecting our customers' privacy. That is why we guarantee that your data will be processed under the highest levels of security.

The credit card transactions are transmitted over a secure SSL [Secure Socket Layering] server. When the letters "http" switch to "https", the "s" means that you are in an SSL area. Your browser may also inform you of site security with a pop-up message. SSL encrypts the personal information via data transport.

To access certain functionalities on the website, such as the online shop, you must provide us with your personal details. By including this information, you guarantee us that it is your true identity, and that all of the information that you provide is true, exact, up-to-date and complete when you provide it to us.

The personal data that you provide us voluntarily will be included in a file owned by bimba & lola S.L.U. that will be used to manage your registration as a user, inform you about BIMBA Y LOLA products and BIMBA Y LOLA promotions through the e-mail account that you provide us and manage the purchase process in the event that you acquire any of the products from our online store.

bimba & lola S.L.U., headquartered at the Parque Tecnológico y Logístico de Vigo, Nave D13, 36315 Vigo, Spain, as the party responsible for the file, is committed to respecting the confidentiality of your personal information. To exercise your rights to access, rectification, cancellation and opposition, you must send written notification from the e-mail account you used to register to [lopd@bimbaylola.com] or by letter, accompanied by a copy of your identification document, sent to the following postal address: BIMBA Y LOLA [Customer Service Dept.] Parque Tecnológico y Logístico de Vigo, Texvigo, Nave D13, 36315 Vigo, Spain.

Formalising your registration as a user implies your consent to process the data in accordance with the terms indicated.

If you provide third-party personal information, you guarantee that you are duly authorised to process it. Likewise, you are obligated to inform said third parties of the terms and conditions of the processing of their data.

All information provided by you will be included in a file controlled by the company to process purchase orders, facilitate browsing and purchase BIMBA Y LOLA products, and to offer you commercial, advertising and/or promotional information. When you place an order, you are indicating that you agree with us storing and processing your personal data.

To provide the best possible service, BIMBA Y LOLA is obliged to provide specific customer data [name, address, telephone number, etc.] to third party companies that collaborate to provide said service [shipping companies, financial entities, etc.]. In all cases the information provided are those strictly required for a specific activity to be conducted. You authorize the transfer of your personal data for the specific purpose of correctly administrating your order.

## 25. APPLICABLE LEGISLATION

We have the right to revise and amend these Terms from time to time.

The use of our website and the Contracts for the purchase of products through such website will be governed by Spanish law.

Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts.

If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such.