

GENERAL TERMS AND CONDITIONS OF SALE

1. Identification data of the owner

These general terms and conditions of sale comprehensively regulate all sales transactions that can be offered, lent or carried out from the online store located on the website barcelonapublictransport.com owned by Fernando Abárzuza Ascasso (hereinafter Barcelona Public Transport), with Tax Identification Number or Code nº 38881364W, registered office at Av. Can Badrinas, 9. 08392, Sant Andreu de Llavaneres. Barcelona, Spain. These terms and conditions may be modified by Barcelona Public Transport at any time, and the user is informed of the existence of any new version of these that contain changes that are substantial.

2. The user

The access, navigation and use of the Website, confers the condition of user, so they accept, from the beginning of browsing the Website, all the Conditions established herein, as well as their subsequent modifications, without prejudice to the application of the corresponding legal regulations of mandatory compliance as the case may be. The User assumes responsibility for the correct use of the Website. This responsibility shall extend to:

- Make use of this Website only to make inquiries and legally valid purchases or acquisitions.
- Do not make any false or fraudulent purchase.
- Provide truthful and lawful contact details, for example, email address, postal address and/or other data.

The User declares to be over 18 years of age and have legal capacity to enter into contracts through this Website. The Website is mainly aimed at Users residing in Spain. Barcelona Public Transport does not ensure that the Website complies with the laws of other countries, either totally or partially.

3. Applicability of the general conditions

These conditions apply to all quotations, offers, activities, agreements and deliveries of products by or on behalf of Barcelona Public Transport. Deviation from these conditions is only possible if the parties have explicitly agreed in writing.

4. Purpose

These conditions will regulate the use of the website barcelonapublictransport.com which Barcelona Public Transport makes available to its users and customers. The purchase in barcelonapublictransport.com can be made from Spain, covering the entire Spanish territory. The products that Barcelona Public Transport sells through its website are, mainly:

Pieces of clothing, articles and accessories

These General Conditions have been prepared in accordance with the provisions of Law 34/2002, on services of the information society and electronic commerce, Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, all of them mandatory legal provisions.

Barcelona Public Transport may modify them without prior notice, so it recommends a periodic consultation of them, even more so when it is ready to make effective use of its online store located on the barcelonapublictransport.com website. However, Barcelona Public Transport always undertakes to keep them updated, to publish the latest version and to allow access and printing at any time.

5. Conditions of access and purchase

Access to the Barcelona Public Transport Portal is free and attributes to the person who performs it the condition of User, regardless of the subsequent use of the services offered.

The purchase will be allowed without prior registration, and in any case you must complete the form, in order to identify the buyer and the delivery address.

The acquisition of the products in barcelonapublictransport.com can only be done by users over eighteen (18) years of age, who must follow the steps and instructions that will accompany the entire purchase process, consisting, but not limited to:

- (i) Completion of the registration form or the identification form of previously registered users;
- (ii) Display on screen of the summary of the order, delivery conditions and shipping costs – if applicable –

(iii) Acceptance of purchase conditions, which implies the reading, understanding and irrevocable acceptance of each and every one of these General Conditions, as well as, where appropriate, of the existing Particular Conditions and
(iv) immediate receipt of summary email in the account used in the registration or – failing that – in the shortest possible time and always before the following twenty-four hours.

It is not allowed to purchase products in barcelonapublictransport.com for subsequent distribution or resale, either in public establishments or made in the domestic sphere. Barcelona Public Transport will regulate and authorize the necessary permits if at any time it consents, so it would notify the authorized agent of said authorization.

6. Orders

No valid order can be placed without expressly accepting, through the boxes enabled for this purpose, the terms and conditions and the privacy policy of Barcelona Public Transport.

All orders will be considered purchase offers subject to these terms and conditions. Barcelona Public Transport reserves the right to accept them if the requirements set out in these are not met.

Once an order has been placed, the system automatically generates proof of receipt of the order. However, this confirmation does not imply the automatic acceptance of the order, since Barcelona Public Transport reserves the right to collect additional information, related to identity and address to guarantee, both a correct shipment of the order, and to ensure the absence of fraud related to transactions.

Orders can be placed 365 days a year, at any time, except at times when the service is suspended for maintenance or other commercial circumstances and / or force majeure.

Any order is subject to product availability. In case it is not possible to deliver an order due to supply problems or not having enough stock, the user will have the option to wait until the product is available or cancel the order.

7. Delivery

Delivery shall be deemed to have taken place at the time when the user or a third party indicated by him acquires physical possession of the products.

The delivery time for the order will vary according to the selected shipping method and will be indicated on the website once the order confirmation is obtained, in any case it will not exceed 30 days from the date of the order confirmation. In case the delivery date cannot be met, we will inform the user of this circumstance and will be offered the option to continue with the purchase by setting a new delivery date or the possibility of canceling the order obtaining a full refund of the price paid.

If the recipient is absent at the time of delivery, a notice will be left so that he can pick up the shipment at the place and within the deadlines indicated. After the deadline without collection, the shipment will be returned to Barcelona Public Transport.

8. Price and payment

It is understood that the price of each product is the one that will appear on the website at the time of placing each order. The user must pay the marked price, including applicable taxes, together with shipping costs, which will be added to the final price to be paid.

Prices may be modified by Barcelona Public Transport at any time and without prior notice without affecting orders already confirmed. However, even if confirmed, Barcelona Public Transport will not be obliged to respond to orders when the price is incorrect, especially when the error is manifest and easily recognizable.

The accepted means of payment are:

Payment by credit or debit card. We reserve the right NOT to accept certain payments with certain credit cards.

Payment by PayPal.

Barcelona Public Transport reserves the right to change the payment methods, being able to create new ones or eliminate any of the existing ones, without the user / client of barcelonapublictransport.com being able to make claims for this reason. However, if the change in the payment method affects an order already placed, from barcelonapublictransport.com we would contact the customer to inform him of said change, offering him the option to cancel the order if he considered it convenient.

Payment by credit / debit card: The charge is made online, that is, in real time, through the payment gateway of the corresponding financial institution and once it has been verified that the data communicated are correct. With the aim of giving maximum security to the payment system, barcelonapublictransport.com uses secure payment systems from leading financial institutions in electronic commerce. In this sense, confidential data is transmitted directly and in encrypted form (SSL) to the corresponding financial institution. The SSL encryption system that is used confers total security to the transmission of data over the network. Customer data is fully confidential and protected. Credit card data is not recorded in any of our databases. They are only used in the virtual POS (Point of Sale Terminal) of the financial institution of Barcelona Public Transport, through its Secure Payment Gateway. Credit cards will be subject

to checks and authorizations by the issuer of the same, but if said entity does not authorize the payment, Barcelona Public Transport is not responsible for any delay or lack of delivery and will not be able to formalize any Contract with the client. Barcelona Public Transport reserves the right to verify the personal data provided by the customer and take the measures it deems appropriate (including the cancellation of the order) so that the purchased goods are delivered in accordance with the data contained in the order.

Payments with PayPal are made directly on the PayPal website, following the conditions of use established by PayPal. In the case of not paying the order within one hour, Barcelona Public Transport will cancel the order.

9. Right of withdrawal

The User has the right to withdraw from the contract concluded through barcelonapublictransport.com within a period of 14 calendar days without the need for justification.

The withdrawal period will expire 14 calendar days from the day on which the User or a third party indicated by him, other than the carrier, has acquired material possession of the goods.

To exercise the right of withdrawal, the User must notify Barcelona Public Transport of his decision to withdraw from the contract by means of an unequivocal statement (for example, a letter sent by post, fax or email). The User may use the model withdrawal form included at the end of these conditions, although its use is not mandatory. To comply with the withdrawal period, it is sufficient that the communication regarding the exercise by the User of this right is sent before the corresponding period expires.

In case of withdrawal, Barcelona Public Transport will refund all payments received from the User, including delivery costs (with the exception of additional costs resulting from the User's choice of a delivery method other than the least expensive mode of ordinary delivery offered) without any undue delay and, in any case, no later than 14 calendar days from the date on which the User informs Barcelona Public Transport of his decision to withdraw from the contract. Barcelona Public Transport will proceed to make such reimbursement using the same means of payment used by the User for the initial transaction, unless the User has expressly provided otherwise; in any case, the User will not incur any expenses as a result of the refund. Barcelona Public Transport may withhold reimbursement until it has received the goods, or until the User has provided proof of the return of the same, depending on which condition is met first.

The User must return or deliver the goods directly to Barcelona Public Transport, without any undue delay and, in any case, no later than within 14 calendar days from the date on which he informs us of his decision to withdraw from the contract at the address of Barcelona Public Transport indicated at the beginning of these Conditions. The deadline will be considered fulfilled if the User returns the goods before the end of the period. The User shall bear the direct cost of returning the goods.

The User will only be responsible for the decrease in value of the goods resulting from handling other than that necessary to establish the nature, characteristics and functioning of the goods.

It is specified herein that any Products not sealed after delivery or that may be returned for health reasons or health protection purposes, will not be subject to withdrawal (including, without limitation, any Beauty Care Products if their lid or closure is removed).

The right of withdrawal shall not apply to contracts concerning:

- The supply of goods whose price depends on fluctuations in the financial market that Barcelona Public Transport cannot control
- The supply of goods made according to the specifications of the consumer and user or clearly personalized.
- The supply of goods that may deteriorate or expire quickly.
- The supply of sealed goods that are not suitable for return for reasons of health protection or hygiene and that have been unsealed after delivery.
- The supply of goods which, after delivery and taking into account their nature, have been inextricably mixed with other goods.
- The supply of alcoholic beverages whose price has been agreed at the time of concluding the sales contract and which cannot be delivered before 30 days, and whose real value depends on market fluctuations that Barcelona Public Transport cannot control.
- Contracts in which the consumer and user has specifically requested Barcelona Public Transport to visit him to carry out urgent repair or maintenance operations.
- The supply of sealed sound or video recordings or sealed computer programs that have been unsealed by the consumer and user after delivery.
- The supply of daily press, periodicals or magazines, with the exception of subscription contracts for the supply of such publications.

- The supply of digital content that is not provided on a material medium when the execution has begun with the prior express consent of the consumer and user with the knowledge on his part that consequently he loses his right of withdrawal.

10. Warranty

In accordance with the General Law for the Defense of Consumers and Users and other complementary laws, Barcelona Public Transport offers on all its products a guarantee of two (2) years from delivery and we will proceed, as appropriate, to the repair, replacement, price reduction or refund of the amount of the product. If you have to make a warranty claim, please contact us using the means of contact provided above.

This warranty does not cover possible breakage or wear caused by use. The consumer and user must inform the seller of the lack of conformity within two months of becoming aware of it.

11. Customer Service

Barcelona Public Transport has a customer service so that the User can manage their claims, doubts, or can request guarantees and execute the right of withdrawal.

The User can direct their complaints, claims or requests for information to the Customer Service of Barcelona Public Transport, using any of the following channels: - By sending a letter to the Customer Service of Barcelona Public Transport, at Av. Can Badrinas, 9. 08392, Sant Andreu de Llavaneres. Barcelona, Spain - Sending an email to fernando.abarzuza@gmail.com - Filling in the form available in the "Customer Service" section

All doubts and especially complaints and suggestions will be addressed as quickly as possible, without exceeding in any case the deadlines established by current legislation.

Likewise, you will have proof of them by delivering a written receipt, on paper or on any other durable medium.

12. Protection of personal data

Fernando Abárzuza Ascasso, is responsible for the processing of the User's personal data and informs him that these data will be treated in accordance with the provisions of Organic Law 3/2018, of December 5, Protection of Personal Data and guarantee of digital rights and Regulation (EU) 2016/679 of April 27, 2016 (RGPD) regarding the protection of natural persons with regard to data processing. personal and the free circulation of this data, so you are provided with the following treatment information:

End of processing:

Maintain a commercial relationship with the User.

Data collected:

The personal data collected on this site are the following:

- Account opening: when creating the user's account, his name, surname, telephone number, postal address,
- Login: when the user connects to the website, he registers, in particular, his surname, first name, access data, usage data, location and payment data.
- Profile: the use of the services provided on the website allows you to enter a profile, which may include an address and a telephone number.
- Payment: as part of the payment of the products and services offered on the website, financial data relating to the user's bank account or credit card are recorded.
- Communication: When the website is used to communicate with other members, data relating to user communications are temporarily stored.
- Cookies: Cookies are used when you use the site. The user has the possibility to disable cookies from the configuration of his browser.

Use of personal data

The purpose of the personal data collected from users is to make the services of the website available to them, improve them and maintain a secure environment. More specifically, the uses are as follows:

- access to and use of the Website by the User;
- management of the operation and optimization of the website;
- organization of the conditions of use of the Payment Services;
- verification, identification and authentication of the data transmitted by the user;
- proposal to the user the possibility of communicating with other users of the website;

- implementation of user support;
- personalization of the services by displaying advertisements based on the user's browsing history, according to their preferences;
- fraud prevention and detection, malware (malware) and security incident management;
- management of possible conflicts with users;
- the sending of commercial and advertising information, according to the user's preferences.

Sharing personal data with third parties

Personal data may be shared with third parties in the following cases:

- When the user uses the payment services, for the implementation of these services, the website is in contact with third party banking and financial entities with which he has concluded contracts;
- when the user publishes publicly accessible information in the free comment areas of the website;
- when the user authorizes the website of a third party to access their data;
- When the Website uses the services of service providers to provide user support, advertising and payment services. These service providers have limited access to user data, in the context of the provision of these services, and have a contractual obligation to use them in accordance with the provisions of the applicable regulations on the protection of personal data;
- if required by law, the Website may transmit data to bring claims against the Website and comply with administrative and judicial procedures;

Security and confidentiality

The website applies organizational, technical, software and physical measures regarding digital security to protect personal data against unauthorized alteration, destruction and access. However, it should be noted that the Internet is not a completely secure environment and that the website cannot guarantee the security of the transmission or storage of information on the Internet.

Implementing user rights

In accordance with the regulations applicable to personal data, users have the following rights, which can be exercised by directing their request to the following address Av. Can Badrinas, 9. 08392, Sant Andreu de Llavaneres. Barcelona, Spain or email fernando.abarzuza@gmail.com.

Right to withdraw consent at any time. Right of access, rectification, portability and deletion of your data and the limitation or opposition to its treatment. Right to file a claim with the supervisory authority (agpd.es) if you consider that the treatment does not comply with current regulations.

13. Language of the contract

These general conditions of sale are written in Spanish. In the event that they are translated into one or more foreign languages, the Spanish text will prevail in case of litigation.

14. Governing Law

These General Conditions are governed by Spanish law. The parties submit, at their option, for the resolution of conflicts and waiving any other jurisdiction, to the courts and tribunals of the user's domicile.

ANNEX

WITHDRAWAL FORM

(To be completed by the consumer, and will be sent by registered mail with acknowledgment of receipt, within a maximum period of 14 days from the date of conclusion of the contract)

Attn:

Fernando Abárzuza Ascasso

located at: Av. Can Badrinas, 9. 08392, Sant Andreu de Llavaneres. Barcelona, Spain

Phone Number: 605065268

Email address: fernando.abarzuza@gmail.com

I hereby communicate that I withdraw from the purchase made in your online store, which I identify below:

Name and surname of the buyer:

Buyer's address:

Buyer's email:

Order date:

Order reference:

Buyer's signature