

SCALPERS

TERMS AND CONDITIONS OF CONTRACT

1. GENERAL INFORMATION ABOUT THE OWNER OF THE WEBSITE

The purchase and sale of articles through this website, <https://en.gb.scalperscompany.com/>, is carried out under the name SCALPERS by Scalpers Fashion S.L. - a Spanish company located in Isaac Newton Street, No. 4, Sixth Floor. Italian Pavilion, Seville (41092), registered in the Mercantile Registry of the province of Seville, Volume 3746, Companies Book, Folio 20, Section 1, Page 53577 and NIF B-91304501.

Contact: hola@scalperscompany.com

Phone Number : +34955440707

2. PURCHASE CONDITIONS

The formalisation of the customers order implies, under any circumstances, the acceptance of these conditions of purchase. The aforementioned formalisation is realised once the confirmation email is received with the details of the purchase made by the user.

3. PRODUCT AVAILABILITY

All orders are subject to the availability of the products, meaning if there are any incidents regarding their supply or if there are no products left in stock, then the customer will be informed immediately and the monetary value of the product - or products - out of stock will be refunded.

In this case, Scalpers will reimburse the corresponding amount without undue delay by the same means of payment with which it was paid. In the event that a product is not available, but others within the same order are, the user will be informed by telephone or by email regarding the partial cancellation of the order.

The partial cancellation of the order due to unavailability does not give the customer the right to cancel the entire order. If, as a result of this cancellation, the customer wishes to return the product delivered, he or she must follow the standardised instructions in the returns section.

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4. PRICES

The applicable prices are those indicated on the website on the date of the order. Also, products added by the user to the basket will always reflect the most recent price shown on the product information page.

The prices that appear detailed in each article include the V.A.T. (Value Added Tax), IGIC (General Indirect Canarian Tax), the IPSI (Tax on Production, Services and Imports in Ceuta and Melilla), or the taxes that are payable in compliance with the applicable regulations in the country from which the purchase is made, as appropriate.

If an error is detected in the price of any product you have ordered before we send it to you, even if you have received the purchase confirmation email, it will be immediately rectified so that if the correct price is lower, we will reimburse the difference. Further, if the correct price is higher we will contact you and offer you the option of confirming the order at the correct price, or cancelling the order.

The amount of the shipping costs is indicated to the customer in a detailed way at the time of the order.

5. PAYMENT METHODS

The user agrees to pay for the purchase at the time the order is placed.

Proof of purchase will be available and can be viewed in the "My Account" section under "Orders" on the website, as well as in the confirmation email that formalises the purchase.

The user must pay the amount corresponding to his order by any of the means that are enabled at the time of purchase, preferably through credit or debit card (Visa, Mastercard, American Express, Visa electron and / or other similar cards) and / or through alternative payment systems: Paypal, Amazon Payments, Apple Pay, Google Pay or Shopify Pay.

Scalperts has incorporated the maximum-security measures commercially available in the sector. In addition, the payment process is conducted on a secure server using the SSL (Secure Socket Layer) protocol.

This secure server establishes a connection so that the information is transmitted fully encrypted using 128-bit algorithms, which ensure that it is only intelligible to the user's computer and the website server. In this way, using the SSL protocol is guaranteed:

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1. That the user is communicating his or her data to the SCALPERS server center and not to anyone else who might attempt to impersonate him or her.
2. That between the user and the referred data center the data is transmitted in an encrypted way, avoiding its possible reading or manipulation by third parties.

Furthermore, Scalpers states that it does not have access to confidential data relating to the means of payment used. Only the payment gateway Redsys "Sabadell", Paypal, Google Pay, Amazon Pay and Apple Pay have access to this data as a way of managing payments and collections. These are wholly inaccessible to third parties.

The user must notify Scalpers, according to the country of purchase, of any undue or fraudulent charges on the card used for purchases, by email or by telephone, in the shortest time possible so that the appropriate steps can be taken.

6. SHIPPING CHARGES

Shipping costs depend on the total amount of the purchase and the delivery point.

Shipping costs may be assumed by Scalpers if this advantage is specified within a promotion. These shipping cost promotions are usually subject to a minimum purchase order value.

Orders within the United Kingdom are delivered within approximately 2-5 working days from the order confirmation.

Delivery is FREE for orders with a cost of £90 or over. For orders with a total cost of less than £90, standard delivery charges for the United Kingdom will be of £12.

For international shipping costs, please write to hola@scalpers.com.es or call us at +34 955 440 707.

7. DISCOUNT CODES

Scalpers promotions (discount codes) are not cumulative and are limited to one per person per online order. Only one discount coupon can be used per order and per shopping cart. That is, they can be used in a single purchase of one or more products purchased through the website.

Discount coupons are non-refundable and cannot be redeemed for cash. Terms and conditions regarding the validity of the coupon are included with each coupon.

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If you have a promotional code you can use it before finishing the order in the 'Summary of your purchase'. Enter the promotional code and click on 'Apply discount code'. If the discount code is valid you will see the discount applied in the 'Purchase summary'. If, for some reason, your promotional code is not working correctly please feel free to contact us via the aforementioned phone number or email address.

In case of return or exchange, the value of the coupon will not be refunded.

8. ORDERS

Scalpers aim to deliver the product in perfect condition to the address indicated by the user on the order form. This address may be different from the buyer's address.

In order to optimise the delivery, we encourage the user to indicate an address where the order can be delivered within normal working hours.

Scalpers will not be responsible for errors caused by delivery when the delivery address entered by the user in the order form does not correspond to a real address or has been omitted entirely. If this mistake occurs, please contact customer service at hola@scalperscompany.com.

8.1. TRACK ORDER STATUS

You will receive various notifications via email during the shipping process. If you have an account, you can use "My orders" if you wish to check the status of your order. You will receive the tracking number as soon as your order leaves our warehouse, making it easier to follow your parcel.

8.2. ORDER ACCEPTANCE

Once payment has been completed, you will receive a confirmation email containing the order details. If you do not receive this email, you should contact our customer services department at hola@scalperscompany.com.

8.3. DELIVERIES OUTSIDE THE UK

The delivery country must also coincide with the store from which you are purchasing. In the top right-hand corner of the webpage, you can change the store for purchases with a delivery address outside the UK.

Deliveries to non-EU countries may be subject to additional - and varying - customs and/or import charges in addition to the total order cost. The charges are to be paid by the order recipient.

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8.4. I HAVE NOT RECEIVED MY ORDER

You can check your order status on your account. If you are not registered on scalpers.es/eu, check your email for a message from us regarding your order.

If after the estimated delivery time you still have not received your order, get in contact with our customer service department at hola@scalperscompany.com, with your name and surname, order number and order date. We will get back to you as soon as possible to rectify the situation.

9. RETURN POLICY

9.1. RIGHT OF WITHDRAWAL

The Customer has the possibility to withdraw their order without having to justify their decision within a period of fourteen (14) calendar days from the receipt of the ordered Products, taking as a reference the date shown on the carrier's receipt signed by the Customer. If the date of expiry of this fourteen (14) day period coincides with a Saturday, Sunday or public holiday, the period shall be extended until the next working day.

The exercise of the right of withdrawal must be done through an email addressed to hola@scalperscompany.com, in which you must indicate your intention to return the order.

The exercise by the consumer and / or user of the right of withdrawal, will lead to the automatic termination of the contract at no cost to the consumer and, therefore, the return by Scalpers of the amounts paid by the consumer and user, without withholding costs; except in cases where the consumer has expressly selected a mode of delivery other than the least expensive mode of ordinary delivery, in which case the employer is not obliged to reimburse the additional costs arising from said choice.

The return of these sums will be made without undue delay and, at the latest, before 14 calendar days have elapsed from the date on which Scalpers has been informed of the decision to withdraw from the contract by the consumer and user.

The exercise of the right of withdrawal entails the obligation of the consumer to return the product to Scalpers in the same conditions in which it was received, no later than 14 calendar days from the date on which he or she communicates his or her decision to withdraw from the contract. Therefore, Scalpers may withhold the return of the amount until it has received the goods or until the consumer has presented proof of return of the goods.

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In order to exercise the right of withdrawal, the product must be returned in the same condition in which it was received, so no refund will be made in those cases where the product is in different conditions or has suffered some deterioration, impairment or damage.

The refund will be made by the same means of payment with which it was initially paid, unless the consumer has expressly stated otherwise and provided that the consumer does not incur any expenses as a result of the refund.

- EXCEPTION

In order for us to accept a standard return, the items must be in perfect condition, with the exterior and interior labels still attached, as well as the original packaging. It is only possible to process returns of products that are bought via the online shop.

We do not accept returns or exchanges of underwear, such as socks or boxers, nor “wardrobing”.

If you wish to return a product purchased as part of a promotion when you buy one or more items, Scalpers will refund the cost of the product, deducting the relevant offer. If the promotion is a gift item, the customer should include the gift item together with the product for return.

9.2. GENERAL CONDITIONS OF RETURN

Without prejudice to the rights that derive from the regulations on withdrawal and independently and in addition to this, if for any reason the user is not satisfied with the order has received another product in error or has any kind of damage, you can return it during the 30 days following the date of delivery. There are several conditions that the product must meet in order to be returned:

- Must not have been used.
- Must not have suffered any damage.
- Must provide the label and the original packaging.

The delivery of several products should be done in the same box in which it was delivered, or some equivalent packaging.

In order to make the return through the physical store remember to present the original purchase receipt that you received with your order and the product to be returned.

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In the case of wanting to make the return from your home, access the information of your order and request the return. The steps to follow are described in section b) of this clause "Return procedure": <https://en.gb.scalperscompany.com/pages/returns>.

9.3. RETURN OF GIFT CARD PURCHASES

Products purchased with a gift 'Card' at Scalpers online are subject to the same return and exchange policy as other products purchased at Scalpers online. Where applicable, refunds for products purchased with the Card that are returned will be made as follows:

- By increasing the balance available on the Card, provided the Card exists at the time of return.
- By means of a credit voucher when at the time of making the refund the Card does not exist for any reason (loss, disposal, etc).

a. RETURN EXCEPTION

No exchanges or returns of underwear such as boxers and socks, or of ceremonial items.

In order for us to approve a return, the items must be in perfect condition, with the exterior and interior labels intact, and retain the original packaging. It is only possible to process returns of products purchased in the online store.

In case you receive a garment with a factory defect, send us an e-mail at hola@scalperscompany.com, specifying in the subject: Tare + "order no.", including photos showing the tare. If you prefer you can also call us at +34 955440707.

b. CLAUSE GENERAL

If you need to make a return, access the following link: [Returns](#). You will have to complete the returns form and once the request has been sent, you will receive an informative email on how to complete the process.

The customer has to pay for the return shipment, but we assume the cost of the shipping. Please contact us regarding this.

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You have 30 calendar days from receiving your order to return it. The product must be returned in the same conditions in which it was received; correctly labelled and with no apparent signs of use. Scalpers reserve the right not to accept any item that is not in perfect condition. To exchange your item for a different size you have to process a return and place a new order.

c. CHANGE FOR ANOTHER CLOTHING

In Scalpers you can change the size of the same article. Remember that you cannot change the garment for a different one or for the same one in another colour-way.

We only accept a change of size of the same garment (reference and colour). If you prefer a refund, please request this.

d. SIZE CHANGE

If you do not want to return an item but want to exchange it for a different size, you can do so within 30 days:

At our stores. Remember that this service only allows you to change the size; you cannot change the colour or model.

You can also arrange to have the new size sent to your address. In order to do so, you will need to follow the aforementioned steps and state that the reason for returns is "Change size", along with the correct size. Once we receive the return, the customer services department will be in contact with you to confirm that the new size has been sent out to you. This service does not incur delivery charges.

Should you receive an incorrect or faulty item, please email us at hola@scalperscompany.com so that we can arrange your return and collection of the item for you free of charge. However, if you prefer to return the item to us, shipping costs will be at the customers expense.

9.5. GUARANTEE FOR DEFECTIVE PRODUCTS

If you contract as a consumer / user, we offer you guarantees on the products that we market through this website, in the terms legally established for each type of product, but within a maximum period of six years from the delivery of the product. It is understood that the products provided are in compliance with the contract and that (i) they conform to the description described by us, and have the qualities that we have presented on this website, (ii) they are suitable for the uses to which the products of the same type are ordinarily destined and (iii) they have the quality and performance normally associated with, and reasonably expected of, a product of the same type. In this regard, if any of the products do

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not conform to the offerings laid out in the contract, you must inform us through any of the means of communication (phone, email) provided for that purpose.

10. RESPONSIBILITY AND GUARANTEES

Scalpers declares that it has adopted the necessary measures that, within its possibilities and the state of technology, allow the correct functioning of the website as well as the absence of viruses and harmful components. However, Scalpers cannot be held responsible for the following situations, which are listed by way of example, but not limitation:

1. The continuity and availability of the contents.
2. The absence of errors in such content and the correction of any defects that may occur.
3. The absence of viruses and/or other harmful components.
4. The damages caused by any person who violates Scalpers' security systems.
5. The use that users may make of the contents included in the website. The use by minors of the website or the sending of their personal data without the permission of their guardians, being that the guardians are responsible for the use they make of the Internet.
6. The introduction of erroneous data by the user or a third party.

Scalpers may temporarily suspend, without prior notice, access to the website for maintenance, repair, updates or general improvement operations. Consequently, neither Scalpers nor any of the Group's companies shall be liable under any circumstances for any damages that may arise from the lack of availability or accessibility to the website or from the interruption in the operation of the website. However, whenever circumstances permit, Scalpers will inform the user, with sufficient notice, of the date foreseen for the suspension of the contents.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Scalpers is the exclusive owner of the rights to its website and its social networks, therefore, all content, graphic design and codes that are part of <https://en.gb.scalperscompany.com/> and its sub-domains are the exclusive property of Scalpers. Its reproduction, distribution, public communication, transformation or any other activity carried out with the contents is prohibited, even if the sources are cited, unless prior express written consent is obtained from Scalpers. Therefore, they are protected by Intellectual Property Law.

Scalpers does not grant any authorisation for the use of any kind of its intellectual and industrial property rights or any other property or right related to the website, and in no case

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shall access and navigation by users imply a waiver, transmission, license or total or partial assignment of such rights by Scalpers. Any use of such content not previously authorised by Scalpers shall be considered a serious breach of intellectual or industrial property rights and shall give rise to the legally established responsibilities.

Scalpers reserves the right to exercise against the user the corresponding legal and extrajudicial actions.

12. DATA PROTECTION AND CONFIDENTIALITY

Scalpers is responsible for the processing of all its customers' data, which is why the company has a Processing Activities Register in which it indicates how its customers' data is securely processed and managed. Also, Scalpers guarantees the privacy and confidentiality in the treatment of its customers' data for the purpose of trade and electronic recruitment.

In compliance with current regulations, Scalpers assures that the data will be kept for the time strictly necessary to fulfill the services provided, as well as the legal obligations.

The data will also be processed in a lawful, loyal, transparent, adequate, relevant, limited, exact and updated manner. That is why Scalpers is committed to adopting all reasonable and relevant technical and security measures in order to ensure that the data is deleted or rectified without delay when there are inaccuracies or errors.

In compliance with data protection regulations, you may exercise your rights to access, rectify, limit, delete, transfer and oppose the processing of your personal data, as well as renounce the consent given for the processing of such data. The request should be sent to the following e-mail address: hola@scalperscompany.com.

13. EXCLUSION OF LIABILITY DUE TO FORCE MAJEURE

Compliance by Scalpers with all, or part of, its obligations will be suspended in the event of a fortuitous event or force majeure that prevents or delays compliance. The following, in particular, shall be considered as such, without this list being restrictive: war, a pandemic, riots, insurrection, social disturbances, strikes of any nature, and supply problems not attributable to Scalpers.

Scalpers shall inform the customer of any such act of God or force majeure within seven days of its occurrence. In the event that such suspension is prolonged beyond a period of fifteen days, the customer will then have the possibility to terminate the order in progress and then

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proceed to its reimbursement under the conditions provided in these General Conditions of Purchase or those others that the applicable regulations could, where appropriate, establish.

14. RESERVATION OF THE RIGHT TO MODIFY THESE CONDITIONS

Scalpners reserves the right to modify the present general conditions to adapt them to any change or new regulation, for technical reasons, for changes in the services offered by Scalpners or for strategic business decisions of Scalpners. In these cases, the present webpage will provide reasonable advance notice of the changes to be made to the data protection policy and from when they will begin to have full effect. No changes will affect orders that are in progress.

If the user is not satisfied with the changes, he or she must stop using the website. The use of the website after the changes have been made will imply the acceptance of the changes by the users.

15. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

For any doubt, suggestion, query or complaint about the online store, you can contact the Customer Service by any of the following methods:

Phone: +34 955 440 707

Email: hola@scalperscompany.com

Postal mail at the following address: C/Isaac Newton, 4 6th Floor Seville, 41092. Spain.

In addition, we have official and internal Complaints Sheets available to consumers and users, which can be submitted at the above address and email, or in any of our physical stores. You can request them by calling +34 955 440 707.

Scalpners Customer Service will attend and respond to your complaint as soon as possible, and in any case within a maximum period of one month.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

The use of our website and contracts for the purchase of products through this website will be governed by British law.

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Any dispute arising out of or in connection with the use of the website or such contracts shall be subject to the non-exclusive jurisdiction of the British courts.

If you are contracting as a consumer, nothing in this clause will affect your rights as a consumer under current law.

In the event that the dispute is not resolved amicably with SCALPERS Customer Service, the customer can access the following link for more information:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

Under Directive 2013/11 of the European Parliament, and of the Council of 21 May 2013 on alternative dispute resolution in consumer matters and Regulation (EU) No. 524/2013 of the European Parliament, and of the Council of 21 May 2013 on online dispute resolution in consumer matters. Regardless of the method used to submit the dispute to the arbitrator, the Customer's request must contain the following information: postal address, email address and telephone number, a brief summary of the facts and evidence of the above actions carried out with SCALPERS Customer Service.