

VERTTY TERMS & CONDITIONS

These terms and conditions set out the legal terms that apply to your use of our website <http://www.tryverty.com> and the other services we provide.

Please read these Terms and Conditions carefully and make sure that you understand them, before using the services. Please note that by using the services, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you will not be able to use the services and you should leave the website immediately. If you continue to use the website or if you order products, we will take this as your acceptance of these Terms and Conditions.

1. GENERAL INFORMATION

a. ABOUT US

Vertty is a registered brand under the company ENJOYMAGNOLIA, Lda with the fiscal number 510419860 and we operate this website. Our registered office is at Rua da Quintinha, 70B, 1200-368 Lisboa, Portugal.

Vertty is an accessories brand committed to reinvent the beach concept by taking the sophistication of the city to a casual setting. Our products explore the full potential of a common object, turning a basic commodity into a trendy accessory. Vertty products are available to the customer directly through our online store and through partnering stores. These terms and conditions apply only to online purchases through our website <http://www.tryverty.com>.

b. CUSTOMER CARE

For any information requests you may contact us via e-mail at hello@tryverty.com or by phone at the following number +351 214 677 047. We will answer you as soon as possible.

c. TRADEMARKS

This website, and the information which it contains, is the property of Vertty®, and is protected from unauthorized copying and dissemination by Portuguese trademark law, international conventions and other intellectual property laws. Vertty is a trademark or a registered trademark of ENJOYMAGNOLIA, Lda in Portugal, by the INPI – Instituto Nacional de Propriedade Industrial, in the USA, by USPTO – United States Patent and Trademark Office, in Australia, by IP Australia, in Brazil, by INPI – Instituto Nacional de Propriedade Intelectual, and in the European Union, by OHIM - Office for Harmonization in the Internal Market. All Vertty product names and logos are trademarks or registered trademarks of ENJOYMAGNOLIA, Lda.

d. GOVERNING LAWS

These Terms and Conditions are governed by Portuguese law. The courts of Portugal shall have the exclusive jurisdiction over any dispute or claim relating to these Terms and Conditions.

2. OUR PRODUCTS

a. GUARANTEES AND WARRANTIES

Vertty (ENJOYMAGNÓLIA, Lda.) does not sell second-hand products, flawed products or products of lower quality than the corresponding market standards. The main characteristics of the products are shown on the Website www.tryverty.com on each product page by the tab 'Description', 'Features' and 'Size'.

The products offered for sale on www.tryverty.com may not exactly correspond to the real garments in terms of image and colors due to the Internet browser or monitor used. By purchasing through our website you agree that you will not use the products for any commercial, business or re-sale purposes.

b. ORDERING OUR PRODUCTS

You need an e-mail address to place an order, and you need to set your browser to accept both cookies and pop-ups in order to make full use of the Website, which includes designing items, adding items to your Basket and checking out from our www.

Placing an order on the Website just follow these steps:

1. Find the product you want,
2. Add the product to your basket,
3. Proceed to checkout,
4. Select delivery and billing options,
5. Submit your order,
7. Receive an online order confirmation.

You are bound by your order once you have clicked the "Complete Order" button at the end of the ordering process. By clicking the "Complete Order" button, you send your order to us as it is displayed in the final check out screen. Once we have received your order, an automated confirmation of receipt will be displayed on the Website, which contains your order number and the details of your purchase. The purchase agreement has now been concluded.

A copy of the automated order confirmation will be sent to your e-mail address. We strongly suggest that you print or download this copy for future reference.

c. SHIPPING CONDITIONS

We deliver products from Monday through Friday. We do not ship on certain public Holidays. We can only fulfill an order to a delivery address which is a home or office address in one of the countries listed in the Shipping section of the relevant website.

When purchasing your order you may choose the type of shipping you prefer. For deliveries in Portugal Vertty offers Free Shipping within 2-3 business-days through CTT Express. For international deliveries you may choose from Express delivery – 1 to 5 days through DHL - or Non-Priority – with delivery 5 to 10 business days and accept the delivery charges.

Shipping rates are applied per order. The exact shipping rates depend on the country of delivery and the weight of the order. You may confirm the exact shipping rate before checkout.

d. PRODUCT CANCELTION RETURN, REFUND OR CANCELTION

We do not offer flawed products or products of lower quality than the corresponding market standards. If the products you have ordered are not as described, flawed or of a lower quality than the corresponding market standards, you can return them to us and you'll receive a full refund of the defective product or a new product – however it is agreed by both parties. Any applicable charges and any reasonable costs you incur in returning the products (we will advise you whether the products will be collected from you or whether you need to arrange for them to be returned) will also be refunded.

ORDER CANCELTION

You may cancel any order, provided it has not yet been shipped yet. If you have submitted an order and wish to cancel it, please check the status of your order first. If the status of your order is Register we might still be able to cancel your order so contact us through email or through the live chat available in the website to request an order cancellation. Our Customer Care service will request a cancellation of your order at our warehouse. If successful, we will send you an email and the cancellation will be free of charge. If the cancellation was not possible, the products will be delivered to you, which you will need to refuse upon receipt. The products will be returned to us and the value of the product will be refunded. Vertty reserves the right to keep the shipping charges.

DEFECTIVE PRODUCT RETURNS

You are entitled to return products delivered to you in the event that they are defective or otherwise not in conformity with your order when you received them.

You can do so within 2 months after you notice the defect. This does not affect your statutory rights. In the event your claim is justified, the purchase price and the shipping costs will be refunded. You may also request to receive a new product that we will ship with no additional costs. For practical information on how to return and on refund information see the Help section of the website.

RETURNING PRODUCTS FOR WHATEVER REASON

If you are, for whatever reason, not happy with the products you ordered you may return the products delivered to you within 15 calendar days after delivery day, as long as:

- the products are unwashed and not used in any way,
- the product is in its original, undamaged packaging,
- the product is complete.

You cannot return products that have been tampered with or passed the 15 days limitation.

In the event you return goods for reasons other than defectiveness or non-conformity with your order, Vertty does not refund the shipment cost. In practice, when returning, you will use our logistics provider. As the costs incurred by us for these return shipments are equal to the costs of sending the goods to you, we will not refund the costs you originally paid for delivery.

Applicable refunds will be issued based on the original form of payment. If you paid via bank transfer you need to give your bank details to our team when you initiate the return so that we can refund the money directly to your account. You will receive your refund after the product has been returned and processed.

PRODUCT EXCHANGE AND SIZES

To exchange an article for another or exchange the size please see how in the Help section in the website. We reserve the right to charge shipping costs.

RETURNING GIFTS

At the moment, we cannot offer a product return to the person who has received it as a gift. In order to return the product, please contact the person who purchased the product for you and ask them to follow the procedure for returning orders as stated in Returns Policy.

e. PRICES AND PAYMENTS

The product prices displayed on the Website are inclusive of Value-Added Tax (VAT). Shipping rates are applied per order. The exact shipping rates depend on the country where your order is being delivered to.

The total price specified in the final check out screen includes tax and shipping costs. The prices are quoted in the order confirmation of receipt of your order as well, which you can print or download for future reference.

Please transfer only the exact amount specified on the order confirmation, and make individual transfers per order, using the unique reference number stated in your order confirmation.

We accept as payment methods Credit and Debit Cards payments, PayPal and Bank Transfer. We do not accept any other method of payment than mentioned, as our system is not designed to process other payment methods. Please do not try to pay by any other way than specified there. If you do, we will not be liable for loss of the payment or any other damages that may result from this action.

If you pay by Credit Card or PayPal, the amount will be deducted from your account and the order will be processed and shipped to you.

In case of payment by Credit Card, all details will be sent by encrypted protocol to the company that provide remote electronic payment services, without third parties having any access there to it whatsoever. Such details will not be used by Vertty except for performing the procedure relevant to your purchase or issuing refunds in the case of returns, in compliance with the exercise of your return right or for reporting cases of fraud to the police. The price for the purchase of products and the relevant shipping costs, as indicated in the order form, will be charged to your current account when the purchased products are actually shipped.

If you chose to pay by Bank Transfer the order will only be complete once you send us the proof of payment to our email address as solicited in the order confirmation email.

We retain title in the products until we have received full payment for all such products.

f. PROMOTION CODES

When used according to its terms, a promotion code entitles the user to a one-time promotion/discount relating to the purchase of an individual products or to an order of more than one product during the period indicated with the relevant promotion code.

Promotion codes can be used only in direct connection with online purchasing on the Websites. You cannot sell, barter or give away a promotion code. You cannot upload or make available a promotion code on any website or through any other public offer, give away, sale or barter. You cannot use promotion codes for commercial purposes.

The promotion code is connected with the Vertty brand. You cannot use the promotion code in connection with any other brand, company or name or use the promotion code in any unlawful, improper or disrespectful manner or in any other way that may harm Vertty reputation.

Only one promotion code can be used per order. Promotion codes cannot be combined with any other special offer or promotion.

Promotion codes are not exchangeable for money.

Vertty does not have any obligation to re-issue or refund promotion codes. However, should Vertty decide to re-issue or refund a promotion code, it needs your promotion code to do so. So please retain a copy of your promotion code, otherwise it will not be reissued or replaced in the event of loss.

Without prejudice to any other rights Vertty may have, Vertty is entitled to immediately invalidate a promotion code in the event Vertty has reason to suspect that a promotion code is used in violation of the above or otherwise misused or in the event Vertty has other reasons to do so.

3. LAST CONSIDERATIONS

a. TERMINATION OF SERVICE

We reserve the right to refuse any order for whatever reason. We also reserve the right to cancel any purchase (an order already accepted by us) in the following situations, without being liable for any damage or costs:

1. The product is not available / in stock (any payments will be refunded),
2. Your billing information is not correct or not verifiable,
3. Your order is flagged up by our security systems as an unusual order or an order susceptible to fraud,
4. Your bank transfer payment is not received within 5 calendar days after acceptance of your order,
5. We have reason to believe you are under 16,
6. We have reason to believe that you are a reseller,
7. There was an error in the price quote,
8. We could not deliver to the address provided by you.

b. CHANGES IN AGREEMENT

We may update or change the Website or its contents at any time but we are under no obligation to do so. Please note that this means any of the content on the Website may be out-of-date at any given time. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely.

c. PRIVATE POLICY

When you send us your order, we may run some checks on it before it is fulfilled.

These checks may include verifying your address, creditworthiness, and checking for fraud. As to the latter: we run partly automated checks on all purchases to filter out unusual or suspect transactions, or transactions which can be identified as susceptible to fraud. Suspected fraud will be investigated and if necessary prosecuted. By submitting your order, you agree to this.

We only use your personal information in accordance our Privacy Policy. Please take the time to read this carefully, as it includes important information about how we collect and use your data. By using the website, you consent to the use of your data as described in our Privacy Policy and you warrant that all data provided by you is accurate.

d. Other Important Information

Severability - Each of the sections and paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections and paragraphs will remain in full force and effect.

Waiver - If you breach these Terms and Conditions and we take no action, or if we delay in taking action, that does

not mean that we have waived our rights and we will still be entitled to use our rights and remedies. If we do waive a breach by you, we will only do so in writing (signed by one of our Directors), and that will not mean that we will automatically waive any later breach by you.

Entire agreement - These Terms and Conditions constitute the entire agreement between you and us and they supersede any and all earlier agreements between you and us.

Events outside of our control - We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you if such failure or delay is caused by an event outside of our control.

An event outside of our control means any act or event beyond our reasonable control such as act(s) of God, wars, terrorist attacks, embargos, riots, strikes, lock-outs, trade disputes, fires, floods, earthquakes or other natural disasters, break-down, inclement weather, interruption of transport, Government action or failure of public or private telecommunications or transport networks.

If such an event takes place and it affects the performance of our obligations to you: (i) we will contact you as soon as reasonably possible to notify you; and (ii) our obligations to you will be suspended for the duration of the event. Where the event affects delivery of products to you, we will contact you to arrange a new delivery date after the event is over.

Complaints - We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments using the communication channels mentioned in the point 1. b).