

TERMS AND CONDITIONS OF PURCHASE AND USE

1. INTRODUCTION

This document sets out the conditions governing the use of this website (www.literallbrand.com) and the purchase of products. Please read this document in full as well as the "Data Protection Policy" regarding our cookies, data protection and privacy policy carefully before using this website. By using this website or placing an order, you are bound by these Conditions and our Data Protection Policies. If you do not agree to the Conditions and Data Protection Policies, please do not use this site. These Conditions may change. It is your responsibility to read them periodically, as the Conditions will apply when using the site or completing a purchase. If you have any questions regarding the Conditions or the Data Protection Policies, please contact us using our contact form.

2. OUR DATA

The sale of products on this site is conducted under the name "Literall" by Ventosa & Montez Ltda, a Portuguese company. with the following email address geral@literallbrand.com.

3. Your data and your visits to this website, information or personal data provided by you shall be processed in accordance with the data protection policies. By using this website, you agree to the processing of your information and data, and declare that all information and data provided is true and accurate.

4. USE OF OUR SITE

By using this site and placing orders on it, you agree to the following:

- a. Use this site only to make inquiries and place legally valid orders.
- b. Not to place false or fraudulent orders. If we believe that such an order has been placed, we will authorize cancellation and inform the appropriate authorities.
- c. Provide your e-mail, postal address and/or other contact information truthfully and accurately. You also agree that we may use this information to contact you regarding your request if necessary (see our Privacy Policy). If you do not provide us with all the information we need, you will not be able to place your order. By placing an order on this site, you represent that you are over 18 years of age and legally qualified to sign binding contracts.

5. AVAILABILITY OF THE SERVICE

The delivery service for the items offered on this site is, for the time being, only available in Europe.

6. TECHNICAL METHODS FOR CORRECTING ERRORS

If you detect that an error has occurred when entering your personal data during your registration as a user of this site, you can modify them in the "My Account" section. In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting customer service at geral@literallbrand.com. In addition, this site provides details of all items added to your cart during the purchase process, so that, before making payment, you can modify the details of your order. If you detect an error in your order after the payment process is complete, you should immediately contact our customer service, phone or email address referenced on the Contact Page to correct the error.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability and if the advertised product is not available, there will be an alert next to the price. However, due to an error, it is possible that there may be some difficulties in supplying the requested products or that there may be no more items in stock.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any products from this site at any time or to modify any of its materials or content. While we will always do our best to process all orders, there may be exceptional circumstances that require us to refuse to process an order after the Order Confirmation has been sent. We reserve the right to do so at any time.

9. DELIVERY

We undertake to ship the order with the product(s) listed in each Delivery Confirmation within the time indicated at the time of the product confirmation. In the event of an unforeseen or force majeure event in which we are unable to deliver the product within the estimated time indicated, we will do our best to deliver the product as soon as possible. However, delays may occur due to unforeseen circumstances or due to the delivery area.

10. PRICE AND PAYMENT

The price of the products will always be stipulated on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices displayed on the website are correct, errors may occur. If we discover an obvious error in the price of any of the products ordered, we will inform you as soon as possible. If we are unable to contact you, we will consider the order cancelled and all amounts paid will be refunded in full. The prices of the products on the site include taxes, but exclude shipping charges, which are added to the total price when you indicate the delivery address and choose the delivery method.

Prices may change at any time. However, except as stipulated above (obvious error), changes should not affect orders for which we have sent an Order Confirmation. Once you have selected all the items you wish to purchase, they will be added to your shopping cart. The next step is to place your order and make your payment. To this end, you should follow the steps of the purchasing process, indicating or verifying the information requested at each step. Also, throughout the buying process, before payment, you can change your order data. In addition, if you are a registered user, a record of all orders placed by you will be available in the "My Account" area. You can pay with Credit Card, Gyro Pay (German Customers), Multibanco (Portuguese Customers). In addition, you can check the status of your order at: <https://literallbrand.com/order-tracking/>.

11. BUYING GOODS AS A VISITOR

Buying goods as a visitor is also available in our website. In this type of purchase, only data that is essential for the processing of your order will be requested. At the conclusion of the purchasing process, you will be able to register or continue as an unregistered user.

12. EXCHANGE/RETURN POLICY

a. Right of return (cooling off period)

When purchasing through our online store you have the right to request a return without any justification for a period of 14 days from the moment the product is delivered to you or to a third party indicated by you, according to European legislation. To exercise the right of return, the user may send an e-mail to geral@literallbrand.com or may do so via the contact form on the Contact tab of our website. If you decide to exercise your right of return, you have a period of 14 days to return the products, starting from the date you informed us of your decision. The refund will also follow within 14 working days, assuming the products/shipping proof have arrived at our warehouse, otherwise the refund may also be delayed. The Refund will be made in the same form of payment that was used by you for the initial transaction. The products should be sent to the following address: Rua Virgínia Moura n4A e 4B. CP:2810-415 Feijó, Portugal.

The right of return will only apply to products that are returned in the same conditions in which you received them and only for products purchased on our website.

b. Exceptions

A refund will not be given if the product has been used, and/or for products that are not in the same condition in which they were delivered and/or if they have been damaged. Return the products with all original packaging and instructions, plus any other documents attached to the product, if any. The Product must also be sent with the receipt you will receive upon delivery of the product.

c. Form of Return

Upon return, the respective products must be returned as indicated: Returns by carrier When returning the product(s) by a carrier determined by us, you must contact us via our web form or by email at geral@literallbrand.com (Subject: Return+Order Number) to have the product picked up at your home. Please be aware that the transportation costs for the return are paid by the customer.

Please be aware that regarding the return of your order, if you organize the transport of the goods at your own risk (i.e. if you choose not to use the return form mentioned above), we cannot be responsible or assume the risk of a return not caused by any act that can be attributed to Ventosa & Montez Ltda. Remember also that you are responsible for the contents of the package(s) to be returned when you use the return method offered by us.

d. Return of Defective Products

If, upon delivery, you find that the product does not conform, you should contact us immediately via our contact form or email, providing the order number, the product details and the damage suffered. We will carefully examine the returned product and inform you by email, within a reasonable period of time, whether the product can be exchanged or whether you are entitled to a refund (as appropriate). The refund or replacement of the item must take place without undue delay. If a defect or damage is confirmed in the returned products, we will issue a full refund, including any delivery and return fees you have accrued. The refund will always be paid by the same method used in the initial transaction. All rights recognized under current legislation will in any case be assured.

e. Exchange of product(s)

The exchange of products will be made within a maximum period of 20 days, counting from the date of delivery. Upon presentation of the (i) receipt and provided that the piece has not been used. We will only authorize the exchange of products in the same condition as sent, with all labels. We reserve the right to refuse any exchange if any of the above requirements are not met, as well as if the use of the product is evident, whether for your own purposes (customer use) or for advertising campaigns, productions and others. The purpose of the Exchange Policy is customer satisfaction, therefore, exchanges of products that were purchased for use in photography, advertising, campaigns, etc. will not be accepted. For these situations, if this is the client's interest, he/she can talk to our Production Service, through our Communication Department, which meets specific demands for partial loans for fashion editorials in magazines. The Exchange Policy is an additional benefit that does not affect the legal guarantees and other rights granted to consumers by Portuguese/European legislation.

13. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademark and other intellectual property rights in the materials or content provided as part of the Site belong to Ventosa & Montez, Ltda or those who grant us their license to use. You may use such material only as expressly authorized by us or our expressly authorized licensors.

14. VIRUSES, HACKING AND OTHER CYBER ATTACKS

You must not misuse this site by intentionally introducing a virus, Trojan horse, worm, logic bombs or any technologically harmful software or materials. You must not attempt to access, without authorization, this site, the server on which it is hosted or any server, computer or database related to our website. You agree

not to attack this website through any denial-of-service attacks or distributed denial-of-service attacks. Failure to comply with this Section shall be considered an infringement as defined by applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities and will cooperate with them to discover the identity of the person responsible for the attack. Likewise, in the event of a failure to comply with this Clause, authorization to use this site shall be suspended immediately. We will not be held liable for any damages or losses resulting from a denial of service attack, viruses, other technologically damaging or harmful software or material that may affect your computer, IT equipment, data or materials as a result of using this site or downloading content from it or from another site you are redirected to.

15. LINKS FROM OUR SITE

If our site contains links to other third party sites and materials, these links are provided for your information only and we do not have any control over the content of those sites and/or materials. Consequently, we will not accept any liability for any damages or losses arising from their use.

16. NOTIFICATIONS

Notifications that you send us should be sent through our contact form on the "Contact" tab or by e-mail (geral@literallbrand.com). We may send you notices by e-mail and at the postal address you provided to us when placing your order. Your notification is perceived as received and will be acted on as soon as you receive a confirmation e-mail from our team.

17. EVENTS BEYOND OUR CONTROL

We will not be liable for any defaults or delays in performing our obligations after purchase when caused by events beyond our reasonable control ("Force Majeure"). The concept of Force Majeure includes any act, event, failure to perform, omission or accident that is beyond our reasonable control, including but not limited to the following:

- a. Strikes, lockouts or other forms of protests.
- b. Civil unrest, riot, invasion, terrorist attack or terrorist threat, war (declared or undeclared) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, landslide, epidemic, pandemic, or any other natural disaster.
- d. Inability to use trains, boats, airplanes, motor transport or other means of transportation, public or private.
- e. Inability to use public or private telecommunications systems.
- f. Decisions, decrees, laws, regulations or restrictions of any government or public authority.
- g. Strike, failure or accident in sea or inland waterway transport, postal transport or in any form of transport

It should be made clear that our obligations under the Contracts are suspended for the period during which the Force Majeure takes effect and that we will be given an extension of time to perform these obligations for a period of time equal to the duration of the Force Majeure situation. We will provide all reasonable remedies to terminate the Force Majeure situation or to find a solution to enable us to perform our obligations under the Contract despite the Force Majeure situation.

18. PARTIAL ANNULMENT

If any of these Conditions or any provision of a Contract is declared null and void by firm resolution of the relevant authority, the remaining terms and conditions shall remain in effect unaffected by such declaration of nullification.

19. OUR RIGHT TO MODIFY THESE CONDITIONS

We reserve the right to revise and modify these Conditions at any time. You are subject to the policies and Conditions in effect at the time you use this site or place an order, except when, by law or decision of governmental entities, we must retroactively make changes to these policies, Conditions, or Privacy Policy. In such a case, the possible changes will also affect the requests made by you previously.

20. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions via our contact form.

Last changed on March 23, 2021