

# Alilovesyou

## INTRODUCTION

We invite you to review the general conditions of sale that govern the offer and sale of ALILOVESYOU 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.alilovesyou.com](http://www.alilovesyou.com), as well as any other that may be determined and the contract that binds us both, FABULOUS FASHION WORLD, S.L, - 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 ALILOVESYOU (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.alilovesyou.com](http://www.alilovesyou.com) are sold directly by FABULOUS FASHION WORLD, S.L.", headquartered at the Avenida Alcalde de Móstoles, 11 - Móstoles, Madrid province, holder of corporate tax ID number B-87094009, and registered in the Company Registry of Madrid, Tome 37.702, Folio 105, GNE section, page number M-588691.

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

## LINKS TO CONTENT

ALILOVESYOU reserves the right to block electronic links that redirect to this website without express authorization in advance.

If the website contains links to content owned by third parties, ALILOVESYOU assumes no liability whatsoever for the information contained on said third-party websites, nor for the information contained therein.

ALILOVESYOU 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.

## USAGE CONDITIONS

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 ALILOVESYOU products between you and us.

ALILOVESYOU 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.alilovesyou.com](http://www.alilovesyou.com) for purposes different from those corresponding to the commercial, business or professional activities normally undertaken.

ALILOVESYOU 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.

The user is obligated to:

- Provide ALILOVESYOU 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, ALILOVESYOU 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. ALILOVESYOU 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 authorized 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 ALILOVESYOU 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 ALILOVESYOU products contracted through the website, as well as any shipping and handling charges that may apply.

## 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.



## SCOPE OF THE OFFER

The ALILOVESYOU products offered are distributed nationally and internationally. See [DELIVERY](#)

ALILOVESYOU reserves the right to makes deliveries to countries in conflict situations or situations that may affect the proper delivery.

## CONTRACT WITH ALILOVESYOU 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 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 formalized.

Only the ALILOVESYOU 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 ALILOVESYOU may be drawn up in Spanish or in English, as elected by the user.

ALILOVESYOU may abstain from processing orders that do not offer sufficient guarantees of solvency or that is incomplete or incorrect or if the ALILOVESYOU 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.

## CONTRACT WAIVER

You may terminate the contract within 30 (thirty) calendar days after the date on which the order is received. The amount paid for said ALILOVESYOU products shall be reimbursed in accordance with our [RETURNS POLICY](#). The delivery charges shall not be reimbursed for any reason.

The right to terminate the contract shall apply whenever the ALILOVESYOU products are returned in the same conditions in which you received them, together with their complete original packaging, tags and any accessory related to them.

We will decide whether or not the ALILOVESYOU products are in the same condition as when they were sent. Returned products that are damaged, incomplete, deteriorated, used or soiled because of the client shall not be reimbursed and shall be returned to the sender, postage due.



To exercise your right to terminate the contract, we invite you to follow our [RETURNS POLICY](#).

### PRODUCT AVAILABILITY

You accept that the products offered by ALILOVESYOU in the online store are subject to stock limits. All orders for ALILOVESYOU 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.

ALILOVESYOU reserves the right to modify the products offered on the website at any time without prior notice.

### PURCHASE PROCESS

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

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

- a) Description of the product, reference, characteristics, colors, composition and photograph.
- b) Unit price

Once you have selected the ALILOVESYOU 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 ALILOVESYOU products you have chosen 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) Quantity
- d) Unit Price
- e) Total Price of each ALILOVESYOU product acquired
- f) Total Price of the purchase
- g) Return policy.

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

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.

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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 analyze 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.

## DELIVERY

The ALILOVESYOU 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.

ALILOVESYOU handles the delivery for free. You will have no additional cost to the price of your purchase.

We put at their disposal a 24-hour express service may request an after ordering and having an additional cost of € 15.00. This service is applicable at the time in which you have confirmed your purchase and received mail confirmation. This express service is available only in provincial capitals and towns to Spain.

Once the order leaves our warehouse you will receive an e-mail notifying that your order has been accepted and is being sent.

Orders will be sent to the delivery address you have given us your form, so it is important to pay attention while providing the information delivery address. We are not responsible if the delivery address is incorrect or incomplete.

You can track the status of your order emailing [eshop@alilovesyou.com](mailto:eshop@alilovesyou.com)

For security reasons, ALILOVESYOU 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.

## DELIVERY PROBLEMS

You must notify ALILOVESYOU if you have not received your order after more than 10 working days.

If it is impossible for us to make the delivery, the courier service will contact you again to arrange a new delivery date.

Orders which cannot be delivered within a period of 15 (fifteen calendar days); starting from the date the courier makes the first attempt will be returned to our warehouse.

Once we receive them, we will refund the total amount except the cost derived from the shipping and the return.

When you receive your order, you must verify that everything is as requested. If there is any discrepancy or problem with the order, contact ALILOVESYOU through [eshop@alilovesyou.com](mailto:eshop@alilovesyou.com) and provide us with your personal details and the order number,



indicating the discrepancy or problem. We will contact you as soon as possible to resolve the incident.

#### **TRANSFER OF RISK AND OWNERSHIP**

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

#### **CURRENCY, TAXES, PRICE AND PAYMENT METHOD**

The prices on our website are shown in Euros for all countries; your bank makes the calculation of exchange at the time of charge on your account the purchase.

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.

According to Spanish law, we are obliged to issue an invoice for orders over 3.000€ (Inc. VAT). Relative to other destinations apply the legislation in force.

If you are a VAT taxpayer (businesses, entities, organizations, etc.) residing in the European Union and you have an intra-community Taxpayer ID Number, you will be exempt from paying VAT and you will be required to send a copy of the corresponding document by e-mail to: [eshop@alilovesyou.com](mailto:eshop@alilovesyou.com)

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

If at the time of purchase you select in the shipping charge a different country to the one introduced in the shipping information will be subject to confirmation by the purchasing department.

ALILOVESYOU 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 recognized by you as an incorrect price.

All rights recognized by the applicable legislation are reserved.

ALILOVESYOU accepts payments made via credit or debit card (Visa, Visa Electron, MasterCard and Maestro) and bank transfer.

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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.

For bank transfer payments, the transfer must be from a bank within the EU, with any surcharge being full responsibility of the client, ensuring that FABULOUS FASHION WORLD, S.L. receives the full amount of the order (including postage and taxes) emailing [eshop@alilovesyou.com](mailto:eshop@alilovesyou.com)

At the time of making the transfer, the order number should be indicated along with the client's name and surname. The transfer should be made within a period of 3 days from the date in which the order was placed. This will not be confirmed until the sum has been received in our account. If the amount is not received in our account having passed this five day period we shall proceed with the cancellation of the order.

Data required for transfers:

BIC/SWIFT code (International Bank Identification Code in SWIFT system):

“Banco Sabadell”: **BSABESBB**

IBAN (formato electrónico): **ES0800810189840001814492**

IBAN (formato papel): **IBAN ES08 0081 0189 84 0001814492**

Refunds shall be made using the same method as payment. In the case of bank transfers, a bank account number into which the refund should be made must be indicated in the returns form.

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

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

## RETURNS POLICY

You have 30 calendar days, from the purchase, to return a product. In store returns are free of charge for the customer.

When you receive an order, we attach a return form that you must complete in order to make the return. If you have lost the form, please contact [eshop@alilovesyou.com](mailto:eshop@alilovesyou.com).

The ALILOVESYOU products must be returned in the same conditions in which you received them, together with their complete original packaging, tags and any accessory related to them. You are responsible for proving that the articles have been returned therefore for your security and peace of mind we recommend that items be sent using a recorded delivery system.

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If your return does not comply with the stipulated terms, you will not have the right to reimbursement and we will return the ALILOVESYOU products to you, postage due.

If the recipient of the ALILOVESYOU products is different from the person who made payment, the money will be reimbursed to the person who made the payment.

The ALILOVESYOU products returned must be sent in a single delivery. We reserve the right to reject ALILOVESYOU that belong to a single order but have been returned and delivered at different times. Once we have verified that the ALILOVESYOU products that you have returned to us meet all of the specifications in the Return Policy, we will send you an e-mail informing you that the return has been accepted. Regardless of the payment system used by you, the reimbursement will be made as soon as possible, always within 15 days of receipt of the returned product in our warehouses.

We will not be liable for loss, delay or deliveries to the wrong address of any product that you want to return to us, so we recommend that you make the delivery by certified post or with receipt confirmation.

You will be responsible for the product return costs, and in no case will we accept returns delivered postage due.

The delivery charges shall not be reimbursed for any reason.

In those cases where payment has been made via bank transfer, for refund to be carried out the attached returns form must include bank account number into which the refund should be made.

Address for product return: ALILOVESYOU – FABULOUS FASHION WORLD, S.L. CALLE OCEANO ATLÁNTICO, 9 P5-5ªA 28821 COSLADA - MADRID

## 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: [eshop@alilovesyou.com](mailto:eshop@alilovesyou.com)

Incidences will always be dealt with from the purchase country.

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 recognized by the applicable legislation are reserved.

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## GIFT OPTION

You have the option of sending gifts through our website. You make the purchase on your computer as usual, select the delivery address to which we are to send the gift and select the option for gifts. You can include a personalized message for the recipient. If you need more information send us an email [eshop@alilovesyou.com](mailto:eshop@alilovesyou.com)

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

If you have received a gift item, follow the regular procedure in our [RETURNS POLICY](#) if you want to exchange or return it. The amount of the return will be reimbursed to the person who made the purchase, by the same payment method used originally.

## PURCHASE LIMITS

For security reasons, you cannot place orders in excess of €3.000. If you are interested in making purchases in excess of that amount or quantity, please contact our customer support service by e-mail at: [eshop@alilovesyou.com](mailto:eshop@alilovesyou.com)

## RODUCT 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 colors 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 colors.

## 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, or your right to terminate the contract.

## 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.

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- 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.

## DATA, REGISTRATION, SECURITY & CONFIDENTIALITY

The company, FABULOUS FASHION WORLD, S.L. , 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 unauthorized 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 21<sup>st</sup> December.

ALILOVESYOU, 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 FABULOUS FASHION WORLD, S.L. that will be used to manage your registration as a user, inform you about ALILOVESYOU products and ALILOVESYOU 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.

FABULOUS FASHION WORLD, S.L., headquartered at Av. Alcalde de Móstoles, 11, Móstoles, Madrid, 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 ([eshop@aliovesyou.com](mailto:eshop@aliovesyou.com)) or by letter, accompanied by a copy of your identification document, sent to the following postal address: ALILOVESYOU (Customer Service Dept.) C. Océano Atlántico, 9 P5-5ªA 28821 COSLADA - MADRID

If you provide third-party personal information, you guarantee that you are duly authorized 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 ALILOVESYOU 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, ALILOVESYOU 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.

#### **APPLICABLE LEGISLATION**

These conditions are governed by Spanish law. To resolve any query, discrepancy or divergence which could be caused during the completion and interpretation of this contract, parties will be subjected to the Courts and Tribunals Madrid, Spain.