

Terms of use

1. OBJECTIVE

The present conditions of sale (hereinafter "Conditions of sale") regulate the agreement between the company Funk Online S.L. (hereinafter SKFK) with address at La Cruz Industrialdea, P4-1, 48196 Lezama, Bizkaia, Basque Country (ES) with CIF B95762688 registered in the Mercantile Registry of Bizkaia TOMO 5457, FOLIO 6, SECTION 8, SHEET BI-64209 and the customer (hereinafter "Client"), formalized through the website www.skfk-ethical-fashion.com (hereinafter the "Website") for the acquisition by the Customer of SKFK products through the Website.

2. CONTRACTING PROCEDURE

2.1. ELIGIBILITY TO BUY

In order to place an order through the Website, the Customer must be of legal age (18 years or older) and must be the final customer. Minors are expressly excluded.

2.2. HOW TO ORDER

To place an order through the SKFK Website you must follow these steps:

Choose the products you want and add them to "your cart".

Click on finalize order and enter the delivery and payment information.

Read the data protection clauses and the legal notice and check the consent box to activate the FINISH PURCHASE button.

By clicking on the "FINISH PURCHASE" button on the order form, the Client fully and unreservedly accepts all the Sales Conditions that appear on the Website at the time of contracting.

If the payment is authorized, the Customer will receive a confirmation of receipt of the order. Except in the circumstances described in Sections 2.3 and 2.4 below, this confirmation constitutes acceptance by SKFK of the Customer's order and assumes a binding contract between the Customer and SKFK.

It is recommended that the Client print and/or keep a copy of the Sales Conditions when placing the order.

A copy of the order confirmation will be sent to the Customer's email address. We recommend that you print or download a copy for future reference.

SKFK can change the Conditions of Sale at any time, without prior notice to the Client. However, SKFK will announce such changes on the Website. If an order is canceled for

any of the above reasons, SKFK will refund (if applicable) the value of the order. Shipping costs are never refunded, except in certain circumstances. In addition, when the Customer has received SKFK confirmation of receipt of your order, the Sales Conditions applicable to it can not be changed.

2.3. AVAILABILITY OF PRODUCTS

The completion of an order through the Website is subject to the availability of the items. SKFK tries to guarantee the stock of all the items that are for sale. If the ordered product is not available or if its stock has been used, the Customer will be informed by email and the amount paid will be refunded within 30 days of the payment.

2.4. SKFK RIGHT TO CANCEL OR NOT ACCEPT AN ORDER

SKFK reserves the right to reject any order, cancel it or not accept a confirmed order for the following reasons:

There was a technical or price error on the Website when the order was placed.

The product that appears in the order is not available.

The payment information provided was incorrect or not verifiable.

Security systems indicate that the order is anomalous or may be fraudulent.

There are reasons that indicate that the Client is a minor (under 18 years of age).

SKFK could not, after 3 attempts, deliver the order to the address provided.

If an order is canceled for any of the above reasons, SKFK will refund (if applicable) the value of the order and the shipping costs paid.

2.5. DATA VERIFICATION

Before processing an order made by the Customer, SKFK can verify the data of the same. This may mean verification of the Client's address and solvency and whether there may be any fraud involved. Regarding possible fraud, SKFK can use a partially automatic verification of all purchases to filter those that are considered anomalous or suspicious and those suspected of fraud. Suspicious fraud orders will be investigated, and the Client may be reported to the relevant authorities, who may take action against it.

3. PRICE AND PAYMENT

3.1. PRICES AND CURRENCY

The prices and offers presented on the Website include VAT (Value Added Tax) and are only valid for orders placed online through the Website.

These prices and offers may not match those available at SKFK stores around the world. The prices are shown in euros. In the event that the Client changes the delivery country while browsing the Website, the prices may be expressed momentarily in another

currency. SKFK informs you that the change of the country of delivery could affect the price due to the change of currency or to the specific prices of the country.

3.2. HOW TO PAY

To pay for the order, the Customer can use the following forms of payment: Credit and Debit Card and PayPal.

The charge will be made after the confirmation of the order.

3.3. CHANGES IN THE PRICE

The prices that appear on the Website are subject to change. SKFK reserves the right to change prices without prior notice. However, upon receipt of SKFK order confirmation, the prices to be paid for the order will not be changed. SKFK informs you that despite the meticulous updates that are made to the prices of the Website, they may contain errors.

All errors that appear in the prices will be corrected promptly and will not be binding in SKFK.

3.4. VALUE ADDED TAX

All purchases made through the Website will be subject to VAT. The VAT will be applied in the legal percentage in force in the State where SKFK is registered at the time of placing the order, regardless of its place of delivery.

4. DELIVERY

4.1. DELIVERY: WHERE AND WHEN

Deliveries are made on weekdays, although the transport agency could make deliveries on holidays in the destination location if it deems appropriate. Deliveries are made during office hours. Therefore, to facilitate deliveries, Clients are asked to use their work addresses or other addresses where there is someone who can receive the package.

4.2. DELIVERY TIMES

SKFK can not guarantee punctuality in the delivery of your orders, so when the order is delivered to the transport agency, the customer is informed of the tracking code so that they can know the situation and approximate date of delivery.

4.3. VERIFICATION TO RECEPTION

The Client must verify the status of the package upon receipt. If the packaging is damaged, the Customer must not accept delivery. In case no communication of rejection

of the products has been received within 14 days of delivery, SKFK will consider that the Client has accepted the same. This does not affect the Customer's right to return or change an order as set out in Section 6 below.

5. SHIPPING CHARGES

The shipping costs are applied to each order, unless there is an applicable promotion or rule that they are free. The expenses of each order depend on the country of reception and type of the shipment. In the event that the reception have to manage tariffs, these will be borne by the client, but before that it must be informed of such situation.

To see more details see the [delivery section](#)

6. RETURNS

6.1. RETURN OF NON-CONFORMING PRODUCTS

The Customer has the right to return defective or non-conforming products. The Client has 14 working days from the moment of detecting the non-conformity of the product to inform SKFK about the defect or non-conformity and proceed to the return of the product to SKFK.

If the Customer returns the product because it is defective, SKFK will reimburse the value of the product and the shipping costs, within thirty (30) days of receiving by SKFK the product of the return.

The foregoing is without prejudice to the rights that the Client holds as a consumer in accordance with the provisions of current mandatory regulations on consumer protection.

6.2. RETURN OF PRODUCTS FOR ANY REASON (RIGHT OF REVOCATION)

If the Client is not satisfied with the products purchased for whatever reason, he has 14 working days from the date of delivery to return the product without giving any explanation, provided that:

- The product has not been washed or used in any way (except for reasonable wear and tear as a result of checking and testing the product).

- The product is complete (two elements that form a pair must be returned together).

The Customer must return the product and assume the return costs. The products must be returned in their original packaging and labels along with the relevant return note.

SKFK will carry out the pertinent inspection of the returned merchandise and will reimburse the Client for the price of the product before thirty (30) days after receiving the merchandise in its stores. In these cases, the customer must assume the shipping costs of the products to SKFK.

6.3. EXCHANGE OF PRODUCTS

Currently, the products can not be exchanged. To obtain a product in another color or size, the Customer must return the original item and place a new order through the SKFK Website.

6.4. RETURN OF GIFTS

To make the return of a product that has been received as a gift, the Customer must contact the person who made the gift and ask him to follow the procedure to make the return. The refund will be made in the original payment form.

6.5. INFORMATION REGARDING REIMBURSEMENTS

The refund will be made in the original payment form. With the exception of the provisions of Section 6.2, SKFK will not make any refund until it receives the product reason for the refund and verify its conditions in the warehouse; Once the conditions of the product have been verified, the Customer will receive a refund with the relevant amount within thirty (30) days of the receipt of the product in its stores.

7. CONDITIONS APPLICABLE TO PROMOTIONAL CODES

7.1. When promotional codes are used according to their terms and conditions, they apply to a single discount on the purchase of a single product or a discount on an order in the period indicated by the promotional code.

7.2. The promotional codes are personal and non-transferable. They can only be used for purchases made on the Website. The Client can not sell, exchange or assign promotional codes. The promotional code can not be uploaded or displayed through websites or other means to make public offers, gifts, sales or other exchanges. Promotional codes can not be used for commercial purposes.

7.3. Only one promotional code can be used per product and / or per order. Promotional codes can not be combined with any other special offer or promotion, unless expressly indicated by SKFK.

7.4. Promotional codes can not be exchanged for money.

7.5. SKFK has no obligation to reissue or return promotional codes. However, if SKFK decides at its own discretion to reissue or make a return of the promotional codes, it would be necessary to present the customer's promotional code. Therefore, the Customer should always keep a copy of the promotional code, without which it could not be reissued or returned.

7.6. SKFK reserves the right to cancel a promotional code immediately if it suspects that it is used in violation of any of the above conditions, is used in any way incorrect or if it has reason to annul it.

8. VALIDITY OF OFFERS ("Promotional offers")

8.1. The promotional offers shown on the Website to increase the sale of certain products are only valid as long as they appear on the Website, unless otherwise specified therein.

9. RESPONSIBILITY

9.1. These Sales Conditions establish all the obligations and responsibilities of SKFK regarding the supply of products. There are no guarantees, conditions or other terms that are binding for SKFK, except those that are expressly mentioned in the Sales Conditions.

9.2. Subject to clause 9.4, the maximum liability in all claims of any kind or related to these Terms of Sale, whether in the contract, warranty, condition, tort, strict liability, law or otherwise, WILL BE LIMITED TO THE PAID AMOUNT A SKFK FOR THE PRODUCT IN QUESTION.

9.3. Subject to clause 9.4, IN NO EVENT, AS A RESULT OF BREACH OF CONTRACT, WARRANTY, CONDITION, TORT, OBJECTIVE RESPONSIBILITY, LAW OR OTHERWISE, NONE OF THE PARTIES WILL BE LIABLE TO ANOTHER OF ANY SPECIAL, CONSEQUENTIAL DAMAGES, INCIDENTAL OR INDIRECT.

9.4. Nothing in these Terms of Sale limits or excludes SKFK's liability for (i) death or personal injury caused by SKFK's negligence, (ii) fraud, (iii) any failure to comply with the obligations that imply the current national laws or (iv) any liability that cannot be excluded by law.

10. APPLICABLE LEGISLATION

Purchases made through the SKFK Website and under these Sales Conditions are subject to Spanish legislation.

11. COMPETENT JURISDICTION

Any dispute or discrepancy arising from the application or interpretation of the Terms of Sale, as well as the contracts it incorporates, will be resolved in the courts of the city of Bilbao, Spain, which will have exclusive jurisdiction over any other jurisdiction. However, if the Client enjoys consumer status under the Spanish Law for the defense of consumers and users, the competent courts will be those of the place of residence of the consumer in Spain.

12. CONTACT US

For any query or incident regarding the order, the Customer can contact SKFK:

Through the [Contact section](#) of the website.

Privacy policy

The navigation and use of the Website www.skfk-ethical-fashion.com implies acceptance by the user of all the terms contained in this page, having the same validity and efficacy as any contract signed in writing. If you do not agree with the terms set forth, do not access, browse or use the Website.

Information about the owner of the Website

Owner: Funk Online, SL

CIF: B95762688

Address: Utxa, 5 48195 Larrabetzu (Bizkaia)

E-mail: info@skfk.eu

Registration Data: Inscrita en el Registro Mercantil de Bizkaia. Tomo 5457. Folio 6. Sección 8 Hoja BI 64209. I/A 1. Fecha: 28/04/2014.

Website pages: www.skfk-ethical-fashion.com (principal).

Content of the Website

The contents and services provided by www.skfk-ethical-fashion.com (the Website) are free. It is not necessary to register for access and navigation through the Website. The access, navigation and use of the Website entails and implies acceptance by the User of these General Conditions. The User will be understood as the person who accesses, navigates, uses or participates in the services and activities developed on the Website.

Intellectual and Industrial Property Rights

The Website is governed by Spanish legislation on intellectual and industrial property. In no case will it be understood that the access, navigation and use of the Website or the use and/or contracting of products or services offered through the Website, implies a waiver, transmission, license or total or partial cession of said rights by FUNK ONLINE, SL (hereinafter SKFK) towards the User.

References to names and trademarks or registered trademarks, logos or other distinctive signs, whether owned by SKFK or by third parties, implicitly prohibit their use without the

consent of SKFK or its legitimate owners. At no time, unless expressly stated, the access or use of the Website and/or its contents and/or services confers the User any rights over the brands, logos and/or distinctive signs included in it protected by Law.

All rights of Intellectual and Industrial Property are reserved on the contents and/or services and, in particular, it is forbidden to modify, copy, reproduce, publicly communicate, transform or distribute in any way all or part of the contents and/or service included in the Website, for public or commercial purposes, if you do not have the prior, express and written authorization of SKFK or, as the case may be, the holder of the corresponding rights.

Access Conditions

Access to our website is free and does not require prior subscription or registration.

The sending of personal data implies the express acceptance by the USER of our privacy policy. The user must access our website in accordance with good faith, the rules of public order and these General Conditions of use.

Access to our website is made under the sole and exclusive responsibility of the user, who will be liable in all cases for any damages that may be caused to third parties or to ourselves.

Taking into account the impossibility of control over the information, content and services contained in other web pages that can be accessed through the links that our website can make available, we inform you that we are exempt from any liability for damages of any kind that could derive from the use of these web pages, outside our company, by the USER.

Links to other Websites/pages

In the event that the User can find links to other Web pages managed by third parties on the Website, SKFK declares that it does not have the personal or technical resources to control, verify or approve the content, information and services provided. Consequently, SKFK can not assume any responsibility for any aspect related to the Web page to which a link could be established from the Website. The existence of link(s) to another's website (s) will not imply the existence of collaboration or dependency relationships between SKFK and the person responsible for the external website.

If Users know effectively that on the website of third parties to which the link takes them illicit activities are carried out, they must immediately notify SKFK so that the link to access it is disabled.

Privacy policy and protection of personal data

SKFK has a commitment to guarantee the privacy of the User at all times and not to collect unnecessary information. Below, we provide you with all the information about our Privacy Policy in relation to the personal information we collect:

Who is responsible for the processing of your data.

For what purposes we collect the data that we request.

What is the legitimacy for its treatment.

For how long we keep them.

To which recipients are your data communicated.

What are your rights.

RESPONSIBLE: See data in the header.

PURPOSES, LEGITIMATION AND CONSERVATION: Depending on the place from which they are required:

Contact form.

Provide a means for anyone to contact us and answer their requests for information. By checking the box of acceptance of the conditions on the form, we are granted permission to contact the applicant. Through this form no personal data is stored and the emails received, are deleted after 3 months.

Client Registration Form.

Collect the basic information of the applicants to carry out the services offered by the Website. By checking the box of acceptance of the conditions in the form, permission is granted to store the personal data collected in it. This data will be kept until the moment in which the user decides that they should be deleted.

Commercial Communications Form.

Collect email from people wishing to receive commercial information about SKFK services and products. By checking the box of acceptance of the conditions in the form, permission is granted to store this information. This data will be kept until the moment in which the user decides that they should be deleted.

Order Confirmation Form.

Collect the necessary personal data to be able to make the sale of products offered by the Website. By checking the acceptance box of the conditions in the form, permission is granted to store this information as a necessary part of the sales process. These data will be kept until the moment in which the user decides that they should be deleted.

RECIPIENTS OF YOUR DATA.

Your data is confidential and is not transferred to third parties, unless there is a legal obligation or is exclusively necessary to comply with the services offered by the Website.

Companies to which we give your data:

Solutions Trilogi, SL. (<https://www.tlgcommerce.es/>) It is the company that supports the Website and the services offered in it.

Transport and Parcel Companies. They allow us to send the products supplied to the buyers.

Byte Factory S.L. (<https://bytefactory.es/>) It is the company that supports our FUNKLUB loyalty program.

The Rocket Science Group LLC (Mailchimp.) <https://mailchimp.com> It is the company that supports the marketing activities that we perform by email.

Repack (<https://www.originalrepack.com>) It is the company that supports the REPACK service..

With all these companies there are service contracts that include clauses for the protection of personal data. For more information you can contact us through <https://www.skfk-ethical-fashion.com/es/contact-us>

RIGHTS IN RELATION TO YOUR PERSONAL DATA.

Any person can withdraw their consent at any time, when it has been granted for the processing of their data. In no case, the withdrawal of this consent conditions the execution of the subscription contract or the relationships generated previously.

Likewise, you can exercise the following rights:

Request access to your personal data or rectification when they are inaccurate.

Request its deletion when, among other reasons, the data are no longer necessary for the purposes for which they were collected.

Request the limitation of your treatment in certain circumstances.

Request opposition to the processing of your data for reasons related to your particular situation.

Request the portability of the data in the cases provided for in the regulations.

Other rights recognized in the applicable regulations.

Where and how to apply for your Rights:

Through the contact form of the Website at <https://www.skfk-ethical-fashion.com/es/contact-us>

By writing to the postal or electronic address (indicated at the beginning), noting the reference "Personal Data" and specifying the right to be exercised and regarding what personal data.

SECURITY OF YOUR PERSONAL DATA

With the aim of safeguarding the security of your personal data, we inform you that we have adopted all the necessary technical and organizational measures to guarantee their security, their alteration, loss and unauthorized access or treatment.

UPDATING YOUR DATA

It is important that in order for us to keep your personal information up-to-date, you need to inform us whenever there has been any change in them, otherwise, we are not responsible for the veracity of them.

We are not responsible for the privacy policy regarding personal data that you may provide to third parties through the links available on our website.

This Privacy Policy may be modified to adapt to changes that occur on our website, as well as legislative or jurisprudential changes on personal data that appear, so it requires reading, each time you provide us with your data through this Web.

Presence in Social Media

SKFK maintains an active profile in the main social networks of the Internet (Facebook, Twitter, LinkedIn, Youtube and Google+). The treatment that SKFK will carry out with the data of its followers will be in any case the one that the social network allows to the corporate profiles. SKFK will therefore be able to inform its followers by any means that the social network allows about its activities, presentations, offers, as well as providing personalized customer service. In no case SKFK will extract data from social networks, unless the user's consent is expressly and expressly obtained for it.

Use of Cookies

At www.skfk-ethical-fashion.com we use both our own cookies (generated by the website itself) and third parties (generated by third-party companies whose services are used by the website) which, depending on the period of time they remain active, may be:

- **Session cookies:**

They allow to know the user's browsing experience. They are deleted at the end of the navigation and no data is stored.

- **Persistent cookies**

They allow to store information related to the user that navigates with the purpose of improving the experience of the same in relation to the services that the page provides. Its duration is variable and can go from a few hours to years.

Below we summarize the cookies used by the page www.skfk-ethical-fashion.com

Own cookies

- **Technical cookies (PHPSESSID, viewed_cookie_policy, has_js)**

These cookies are used by the page and are intended to allow the visit to the page.

- **Language cookies (language)**

This cookie is used to identify the selected language in order to allow the visit to the page.

Third party cookies

- **Google Analytics Cookies (__utma, __utmb, __utmc, __utmz)**

The Website www.skfk-ethical-fashion.com, like most of the internet sites, uses Google Analytics, a web analytics service developed by Google, which allows the measurement and analysis of navigation on web pages. In your browser you can see 4 cookies by default, according to the previous typology, it is your own, session and analysis cookies. You can find more information about Google Analytics at www.google.es/intl/es/analytics/privacyoverview.html and disable the use of these cookies at <https://tools.google.com/dlpage/gaoptout?hl=en>

The information collected by Google Analytics cookies is stored on Google servers located in the United States. Google agrees not to share it with third parties, unless required to do so by legal mandate or is necessary for the operation of the system. Google does not associate your IP address with any other information you have.

Google Inc. is a company that adheres to the Safe Harbor Agreement. The membership of this Agreement guarantees that the transferred data will be treated with a level of protection in accordance with European regulations (Google registration form).

The information obtained is related to the number of users accessing the Website, the number of page views, the frequency and repetition of the visits, their duration, the browser used, the operator providing the service, the language, the which terminal you use, or the city to which your IP address is assigned. Information that enables a better and more appropriate service by SKFK.

- **Twitter cookie (guest_id)**

The Twitter cookie appears on the pages that use the "Tweet" button and serves to identify the user with a unique number associated with Twitter.

- **Google cookie (NID)**

It is a unique identifier used by Google applications to store information about user preferences.

- **YouTube cookie (PREF)**

It is a unique identifier used by YouTube to store information about user preferences.

Configuration of cookie preferences

If you wish to delete web cookies that are already established on your terminal, you can do so from your browser. You can find a way to do it by going to the help menu of your browser where the steps to proceed with its removal are established.

For more information:

- Internet Explorer: <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies>
- Mozilla Firefox: <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
- Google Chrome: <https://support.google.com/chrome/answer/95647?hl=en>
- Safari: https://support.apple.com/kb/PH21411?locale=en_GB

In the case of blocking or eliminating cookies, we will not be able to maintain your preferences and it is possible that some features of the website are not operative, or that we have to request authorization for their use again.

The user can revoke his consent for the use of cookies in his browser through the above indications or through the installation of a rejection system ("opt-out") in his web browser. Some third parties facilitate this rejection through the following links:

- Opt-out de Google Analytics: <https://tools.google.com/dlpage/gaoptout?hl=None>
- Opt-out de Google (publicidad comportamental): <http://www.google.com/settings/ads>
- Opt-out de Doubleclick: <http://www.google.com/settings/ads/plugin>
- Opt-out de Weborama: http://www.webolescope.com/free/cookie_optout.php

The User must take into account that some features of the contents of the website www.skfk-ethical-fashion.com are only available if the installation of cookies in his browser is allowed. If you decide not to accept or block certain cookies (depending on their purpose), this may affect, totally or partially, the normal operation of the website or prevent access to some services of the same.

Updates and changes in the Cookies Policy

When significant changes are made to this Cookies Policy, the user will be informed either through an informative notice on the publisher's website or through e-mail to registered users. If you want more information about what use we make of Cookies, you can send an e-mail to info@skfk.eu

Responsibilities and Guarantees

SKFK can not guarantee the reliability, usefulness or veracity of the services or information provided through the Website, nor of the usefulness or veracity of the documentation of the events that can be acquired through the Website, prepared by professionals from very diverse sectors.

Consequently, SKFK does not guarantee or be responsible for:

- (i) the continuity of the contents of the Website;
- (ii) the absence of errors in said contents or products;
- (iii) the absence of viruses and / or other harmful components on the Website or on the server that supplies it;
- (iv) the invulnerability of the Website and / or the impregnability of the security measures adopted in it;
- (v) the lack of usefulness or performance of the contents and products of the Website;
- (vi) the damages or harm caused to itself or to a third party, any person who infringes the conditions, rules and instructions that SKFK establishes on the Website or through the violation of the security systems of the Website.

Nevertheless, SKFK declares that it has adopted all the necessary measures, within its possibilities and the state of technology, to guarantee the functioning of the Website and to prevent the existence and transmission of viruses and other harmful components to Users.

If the User is aware of the existence of any illegal content, illegal, contrary to the laws or that could involve an infringement of intellectual and / or industrial property rights, must notify SKFK immediately so that it can proceed to the adoption of the Measures.

Duration and modification

The terms and conditions stipulated here are subject to partial or total modifications and without prior notice by SKFK. Therefore the validity of the same coincides with the time during which they remain published on the Website. Modifications, partial or total, will be published in the same way as the current General Conditions have been published, so before accessing, browsing or using the Website, the User must read the General Conditions published at that time.

SKFK may terminate, suspend or interrupt, at any time without prior notice, access to the contents of the Website, without this resulting to the user the possibility of demanding compensation.

Generalities

If any of the provisions, or several of them, of these General Conditions prove (are) illegal, unavailable or ineffective, by a Court/tribunal or other administrative body, the validity, effectiveness and legality of your remaining provisions and the General Conditions themselves will not be affected.

Regulations and Jurisdiction

These General Conditions of the Website are governed in their entirety by Spanish law. The language of drafting and interpretation of this legal notice is Spanish. The headings of each of the clauses contained in these General Conditions are indicative and therefore may not extend or qualify or in any other way affect the interpretation of the content of the General Conditions. The General Conditions will remain accessible through the Internet on this Website.

SKFK and the User, expressly waiving any other jurisdiction that may correspond to them, will submit any dispute and / or litigation to the knowledge of the Courts and Tribunals of Bilbao.