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# Terms and Conditions

## 1. General provisions

The following terms and conditions apply to all orders placed by the customer (hereinafter referred to as: 'You') by ITYU II ART Kft. (company registration number: 13-09-158874 (Budapest Regional Court), hereinafter referred to as 'IASF' or 'us' etc.), on IASF website (hereinafter referred to as 'iasf.fashion', applying to all).

By using iasf.fashion and/or placing your order, you accept these terms and conditions ('Conditions'). Please read the Conditions before placing your order.

The product or service displayed on iasf.fashion page at any time does not mean or guarantee that the specific products or services are available at any time. We reserve the right to retire any of the products at any time.

We reserve the right to change these Conditions from time to time, without prior notice. When placing an order, the conditions displayed on iasf.fashion at the time of the order will apply.

IASF is dedicated to provide the best possible online experience. In order to do that, we need to make sure that our services are perfectly functioning. Customer understands and accepts that (i) it is forbidden to share, transfer, distribute, upload or promote any communication or content which may have an adverse or negative impact on our products or services; (ii) to be have in such manner or to use any tool that limit, hinder, prevent or adversely influences other users in using iasf.fashion, or which may have an effect on the security of the website, or (iii) to use or to try to use any tool such as engine, software, tool, agent, script or any other tool or mechanism (including without limitation: spider, bot, crawler, avatar or intelligent agents) for navigating or searching on the site, or for copying its content. We reserve the right to immediately remove access to the page and to delete the account of any user who may breach this provision or any provision of these conditions.

## 2. Prices and delivery costs

The prices displayed on iasf.fashion include the VAT as specified by the laws and regulations but do not include the delivery costs.

The delivery cost is the same of all orders, regardless of its size or weight. The cost of each delivery method is clearly indicated during the checkout process. Our delivery costs: European destination, Zone 1 (Annex 1), under 2kg: €7; European destination, Zone 2 (Annex 1), under 2kg: €8; destination in the United States or Canada, under 2kg: €10; destination in Hungary: €4. For deliveries over 2kg, you will be informed of the delivery cost. In case that we can't fully deliver your order, no additional cost will apply to complementary deliveries.

## 3. Order/fulfillment of the contract

After you place your order, you will receive a confirmation e-mail, if you provided your e-mail address. If we cannot deliver your order for any reason, we will let you know as soon as possible. If the payment for such order has arrived to us, we will try to reimburse it using the same paying method by which we received it. Would another solution be needed, we will notify you and ask you to contact IASF Customer care, which will take care of the payment.

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#### 4. Delivery

IASF receives and processes the orders in the fastest possible way and makes every effort in order to deliver the order with the delivery conditions selected to your residential address or any other Hungarian address specified by you.

IASF aims to send the packages as soon as possible and in the order in which the orders were received. You will be notified of the delivery time and measure by e-mail, sent by our partner, DHL (DHL Express Magyarország Kft.; registered address: 1185 Budapest, BUD Nemzetközi Repülőtér 302. ép.), who will aim to deliver the package to you in the shortest time possible. Based on the data received in their e-mail, you may track your package. We make all effort to deliver the package to you in the shortest time possible, however, unexpected events may make the delivery time longer. In the unlikely event that the delivery does not take place within 30 days, you may cancel your order.

Before placing your order, you will be informed about the expected delivery data. After you place your order, we will confirm the expected delivery data by e-mail, if you have provided us your e-mail address.

Please refer to [iasf.fashion](http://iasf.fashion) website for the complete Transportation and delivery policy.

If your order does not arrive on the scheduled date, please contact IASF Customer care by phone on +36 20 4806-310 or by e-mail: [hello@iasf.fashion](mailto:hello@iasf.fashion).

#### 5. Order cancellation

You may cancel or return your order within 30 days upon its delivery date. If you already paid the items, you will receive a reimbursement, which will include the standard delivery costs of IASF, except for the return cost for IASF, if such arises. In case you cancel and return the product, you will be liable for the return cost. If you would like to keep some items and only cancel a part of the order, the delivery cost will not be reimbursed. For the Return Policy, please refer to [iasf.fashion](http://iasf.fashion).

If you would like to cancel or return the order, please send us a written notification by post or if that is not possible, fill out the prepared return form, which you will find in the package, or send a letter to ITYU II ART Kft., HU-2143 Kistarcsa, Rákóczi Krt. 15. - Hungary address; or an e-mail to [hello@iasf.fashion](mailto:hello@iasf.fashion); or fill out and send us the cancellation sample form; and send us back the item(s) as specified in the below section 6 (Return), within 30 days, as specified in the above section 5.1. We will reimburse the purchase price, using the same payment method which was used, if possible (or if the items have not been paid yet, the return of the items will be indicated in your account balance), as soon as possible but latest within 14 days upon that we receive the cancellation of the order, provided that the items in question arrived or that we received proof of sending them back. Other payment method may also be used for the reimbursement, if you approve it; this will under no circumstances mean any extra cost to you.

In case that the delivered item is defective, please notify IASF as soon as possible and return the item as described in section 6. (Return) below. The purchase price of all defective items will be reimbursed by IASF. The conditions described here do not limit the rights as specified by the law.

#### 6. Return

According to section 5 (Order cancellation), IASF guarantees the full reimbursement, provided that all items are returned in the same condition as at the time of delivery, including the packaging, as you will receive your product in a unique design

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box. This means that the items and the boxes are not damaged, did not get dirty, were not washed or worn (except for trying on) and all the labels are intact.

For the return form available on our website, please refer to the following link: [https://iasf.fashion/userfiles/file/Return\\_form.pdf](https://iasf.fashion/userfiles/file/Return_form.pdf) - please fill it out and return the items, if you would like to. For more information about the return process, please refer to the Delivery Registry and the Policy on Return and Reimbursement.

The return of the products is provided through the standard return process of IASF and by home pick-up. For more information, please refer to [iasf.fashion](https://iasf.fashion) and the Return Form.

## **7. Payment methods**

Credit card or debit card through PayPal

You may provide your payment information by using a credit or debit card, which is valid in the time of placing the order. The due amount will be blocked on your card immediately but your card will only be charged when the package is sent to you. IASF reserves the right to verify the validity and the financial standing of the credit card compared to the value of the order and to verify if the address provided by the customer is correct. Based on the result of such verifications, we may deny the fulfillment of the orders.

The invoice documentation, as specified by the law, will be sent in the purchase confirmation e-mail.

## **8. Our responsibility**

No provision of present Conditions shall waive or limit the responsibility of IASF, in case law would not permit waiving or limiting our responsibility.

IASF is responsible for any death or personal injury caused by us or by the negligence of our employees and agents. We will not go around any responsibility in case our employees, our agents or we conduct fraudulent and deceptive behavior. In case that we breach these Conditions, we are only responsible for losses which may occur as a result of such breach.

IASF is not responsible for any indirect loss which occurs as a side-effect of the main loss or damage, for example losing profit or opportunity; or for the delivery not taking place or for the non-fulfillment of any other liability specified in these Conditions, if the non-fulfillment is a consequence of an event which is out of the scope of reasonable management, including but not limited to fire, flood, storm, rebellion, riot, war, nuclear accidents and acts of terrorism.

We are responsible for any loss or damage occurring in relation to the orders placed on [iasf.fashion](https://iasf.fashion) to the extent of the full price of the order.

If you have any problem with a product purchased from IASF online, and you could not validate your claim with IASF, you may file your claim to the online dispute resolution platform of the EU ('ODR platform').

The ODR platform provides a possibility for the customers and the merchants to try to reach an off-court agreement regarding any claims related to online shopping. This user-friendly and interactive website is available in all of the official languages of the EU and is free to use. By using ODR platform, the consumer and the merchant may agree on a dispute resolution body, after which they follow the procedure in order to find a solution for the customer's claim. ODR platform is available at <http://ec.europa.eu/odr>.

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## 9. Colors and sizes

We do all reasonable effort in order to display the characteristics of our products accurately, including material composition and colors. However, the colors you see are defined by your IT system; therefore, we cannot guarantee that your computer displays them correctly.

The product sizes displayed on [iasf.fashion](http://iasf.fashion) are estimates, which help you to better visualize the cut and the style of a specific product, however, they may not exactly match the exact sizes of the specific product. The actual sizes of a product may vary based on the materials used during its production.

## 10. Guarantee and warranty

In case that the purchased product is defective, IASF will act according to all the requirements as specified by the laws and regulations. If you have a claim regarding a defective product with undoubtedly a fault of material or of manufacture, including the products damaged during the delivery, please let us know by returning the product as soon as possible along with the pre-printed form, filled out.

## 11. Transfer

IASF reserves the right that any claims resulting from the delivery of the products may be assigned to third parties, or may be charged for the benefit of third parties.

## 12. Partial invalidity

In case that any court or regulatory body deems any provision of these Conditions invalid, all other provisions shall stay valid.

## 13. Ownership

All rights related to intellectual property on [iasf.fashion](http://iasf.fashion), including trademarks and copyright are proprietary rights and remain the property of ITYU II ART Kft. It is forbidden to use the page and any content of [iasf.fashion](http://iasf.fashion), including the copying or storing of such content as a whole or in parts, without the permission of IASF, excluding personal, non-commercial use.

## 14. Company information

ITYU II ART Kft.  
Rákóczi Krt 15., H-2143 Kistarcsa - Hungary  
Company registration number: 13-09-158874  
Tax number: HU24102364  
Contact: IASF Customer care  
E-mail: [hello@iasf.hu](mailto:hello@iasf.hu)  
Phone: +36 20 4806-310

February 13th, 2019

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## Annex 1

### 1. Zone 1

Austria, Czech Republic, Germany, Romania, Slovakia, Slovenia

### 2. Zone 2

Albania, Andorra, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Gibraltar, Greece, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of San Marino, Serbia, Spain, Sweden, Switzerland, United Kingdom

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