

Terms of use

TERMS OF SALES

READ THESE CONDITIONS CAREFULLY

These Terms of Use will expressly regulate the relationships arising between ARASA AGUILERA SL, with registered office in Terrassa, Av. Abat Marcet, 325 local A (vapvapor), CP 08225, registered in the Mercantile Register of Barcelona, volume 43948, Folio 80, Sheet B 442554, Registration 1 with customer service telephone number 655 134 153/931 910 879 and with CIF B66115700 (hereinafter, VAP VAPOR ") and users (hereinafter, " Users ") who register as Registered Users and / or purchase products through the online store of the official website of VAP VAPOR (<http://www.vapvapor.es> ", hereinafter the " Store ").

The acceptance of this document implies that the user:

- a) You have read, understand and understand what is stated here.
- b) That is a person with sufficient capacity to contract.
- c) That assumes all the obligations set forth herein.

The present conditions will have an indefinite period of validity and will be applicable to all the hirings made through the website www.vapvapor.es

VAP VAPOR reserves the right to unilaterally modify these Conditions of Use, without affecting the products that were acquired prior to the modification.

OBJECT OF THE CONTRACT

The purpose of this contract is to regulate the contractual commercial relationship of purchase and sale born between ARASA AGUILERA SL and the User, at the moment when the User accepts the corresponding box during the online contracting process.

The contractual relationship of purchase involves the delivery, in exchange for a certain price through the website, of a specific product or service.

OBLIGATIONS OF THE USER

The User undertakes, in general, to use the Store, to acquire the Products and to use each of the services of the Store diligently, in accordance with the law, morality, public order and the provisions of these Conditions of Use, and must also refrain from using them in any way that could impede, damage or deteriorate the normal operation and enjoyment of the Store by Users or that could injure or cause damage to the property and rights of VAP VAPOR, its suppliers, distributors or in general of any third party.

RESPONSIBILITY

The Store is exempt from any type of liability derived from the information published on its website, provided that this information has been manipulated or introduced by a third party.

- VAP VAPOR uses cookies in order to improve their services, facilitate navigation, maintain security, verify the identity of the User, facilitate access to personal preferences and follow their use of the Store. Cookies are files installed on the hard disk of the computer or in the memory of the browser in the folder preconfigured by the operating system of the User's computer to identify it.
- If the User does not want a cookie to be installed on his hard disk, he must configure his Internet browsing program to not receive them. Likewise, the User may destroy the

cookies freely. In the event that the User decides to deactivate the cookies, the quality and speed of the service may decrease and even lose access to some of the services offered in the Store.

- From The Store it may be redirected to third party content websites. Since VAP VAPOR can not always control the contents introduced by third parties on its websites, it does not assume any responsibility for such contents. In any case, VAP VAPOR states that it will proceed to the immediate withdrawal of any content that may contravene national or international legislation, morals or public order, proceeding to the immediate withdrawal of the redirection to said website, informing the competent authorities the content in question.
- VAP VAPOR is not responsible for the information and stored content, by way of example but not limited to forums, chat, blog generators, comments, social networks or any other means that allows third parties to publish content independently on the page of the store.
- The Store has been checked and tested to work properly. In principle, the correct operation can be guaranteed 365 days a year, 24 hours a day. However, VAP VAPOR does not rule out the possibility of certain programming errors, or that occur causes of force majeure, natural disasters, strikes, or similar circumstances that make it impossible to access the store.
- Some products offered in VAP VAPOR contain nicotine, therefore it is expressly forbidden to sell to children under 18 years of age.

PROCUREMENT OF CONTRACT

In accordance with the requirements of art. 27 of Law 34/2002 on Services of the Information Society and Electronic Commerce, the contracting procedure will follow the following steps:

1. Add the products to the shopping cart
2. Click to finish Purchase
3. Select the type of client
4. Fill form "Form of Payment and Shipping"
5. Accept the Privacy Policy and Conditions of use
6. Press Continue
7. Select the payment method
8. Finish Purchase
9. Print Order

In the following purchases, when entering the email and its password, the saved data will be displayed.

DELIVERY OF ORDERS

The territorial scope of sales through the Shop is exclusively for the territory of the European Union. Products purchased through the Store will be sent exclusively to the delivery address of the User. Whenever there is stock, the delivery time of the products will depend on the transport company chosen by the customer.

The VAPOR VAP delivery service is carried out in collaboration with different logistics operators of recognized prestige. Orders will not be served in PO Boxes or hotels or other non-permanent addresses.

The cost of the shipments is not included in the price of the Products. When the purchase is finished in the Store, it will show the price of the transport.

VAP VAPOR assumes no responsibility for when the delivery of the product or service does not occur as a result of the data provided by the user are false, inaccurate or incomplete or when the delivery can not be made for reasons beyond the shipping company, assigned for that purpose, as is the absence of the recipient.

PRODUCTS AND PRICES

VAP VAPOR reserves the right to decide, at any time, the Products that are offered to Users through the Store. In particular, VAP VAPOR may at any time add new Products to those offered or included in the Store, understanding that unless otherwise provided, such new Products shall be governed by the provisions of these Terms of Use. In addition, VAP VAPOR shall be reserves the right to stop providing or facilitating access and use at any time and without prior notice of any of the different kinds of Products offered in the Store.

The Products included in the Store will correspond in the most reliable manner possible that the web display technology allows for the Products actually offered. The characteristics of the Products and their prices appear in the Store. The prices indicated in the Store are in Euros and include VAT. The User assumes that the prices of the products may vary in real time. In case this circumstance affects the economic valuation of your order, you will be notified.

The User as the final holder of the product, will be responsible for the delivery of waste from the container or used container, for its correct environmental management, in accordance with the provisions of article 18 of RD 782/1998

For any information about the order, the User will have the telephone 655134153/931 910 879 or via email to the address info@vapvapor.es

RIGHT OF WITHDRAWAL

The user will have a period of 7 working days from the date of receipt of the product for the return of the same. Unless the return is made for defects in the product, the expenses related to the shipment will be assumed by the User. In any case the product must be returned in its original packaging and in perfect condition.

RETURNS

The term for the return of the material, provided it is in perfect condition and has not been tampered with or altered, will be a maximum period of 7 days from the date of invoice. It is necessary that you notify us previously by sending an email to info@vapvapor.es or if you prefer by calling the customer service telephone number 655 134 153/931 910 879. The cost of returning the shipment will be borne by the customer until Vap Vapor accept or reject the return.

- Once the return has been accepted by Vap Vapor, if this is due to a malfunction of the item, as long as they are not consumable items (*), we will be responsible for the shipping costs incurred by the customer and return.

- Returns must be made in their original packaging, without any damage or signs of tampering, or that have been altered or used in an abusive or negligent manner by the customer. The company will not be responsible for breakages caused by transport, due to improper packaging by the customer. It is requested to accompany it with a copy of the invoice of the order including the reason for the return.

- Once the product has been received and it has been verified that everything is in perfect condition, the same product will be reshipped as long as stock is available, with Vap Vapor assuming the shipping costs. If you do not have stock, you will proceed to the refund, by the same means that the payment was made.

- If the customer cancels a confirmed order when it has left the company's premises to its destination, or does not accept the package upon arrival, we can proceed to claim the costs caused by such transport.

- If you notice damage caused by transport at the time of reception of the order, you must contact the company within 24 hours to be able to make the claim to the transport company. If not, it will be understood that the damage will not have been caused by the transport, but by a misuse of the client.

- Vap Vapor undertakes to keep the customer informed at all times of the return processes.

(*) E-liquids, clearomizers, cartomizers, atomizers and cartridges among others are considered consumable items.

CUSTOMER SERVICE

For any incident, claim or exercise of their rights, the User may send an email to the address info@vapvapor.es or by calling the customer service line 655 134 153/931 910 879.

PROCEDURE AND FORM OF PAYMENT OF THE PRODUCTS

The User who purchases a product through the Store must make the payment through the payment systems specifically detailed in the Store.

VAP VAPOR will send the invoice together with the Product.

DATA PROTECTION

In compliance with Law 15/99 LOPD, we inform you that your personal data and other information provided through the registration form, as well as that from the transactions made, will be included and kept in a file for processing, property of ARASA AGUILERA SL, as long as its cancellation is not requested. The treatment will be destined to the development and execution of the sale, the personalized attention of the products and services that it acquires and to the improvement of said attention, as well as to the promotion of its own products and services.

The User expressly authorizes ARASA AGUILERA SL the referral, commercial communications and offers, and promotional contests. [x]? Yes I accept.

The User may exercise at any time the rights of access, rectification, opposition or cancellation by contacting ARASA AGUILERA SL by email to info@vapvapor.es attaching a copy of his N.I.F. or substitute identifier document.

The answers marked with * in the registration form are mandatory. Your non-response will prevent you from making the purchase of the selected products.

INTELLECTUAL AND INDUSTRIAL PROPERTY

The User acknowledges that all the elements of the Store and of each of the Products, the information and materials contained in them, the brands, structure, selection, arrangement and presentation of their contents, and the computer programs used in relation to with them, they are protected by intellectual and industrial property rights of the VAPOR own VAPOR or of third parties, and that the Conditions of Use do not

attribute to him with respect to said rights of industrial and intellectual property any other right different from the specifically contemplated in them .

Unless authorized by VAPOR VAPOR or, where applicable, by third-party holders of the corresponding rights, or unless this is legally permitted, the User may not reproduce, transform, modify, disassemble, reverse engineer, distribute, rent, lend, make available, or allow access to the public through any form of public communication of any of the elements referred to in the previous paragraph. The User must use the materials, elements and information accessed through the use of The Store solely for their own needs, forcing themselves not to directly or indirectly commercially exploit the materials, elements and information obtained through the same.

The User must refrain from circumventing or manipulating any technical devices established by VAPOR or by third parties in the Store.

To make any kind of observation regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the website, you can do so through the following email: info@vapvapor.es

PASSWORDS

The User must keep under his / her sole responsibility the passwords in the strictest and absolute confidentiality, assuming, therefore, all damages or consequences of any kind arising from the breach or disclosure of the secret. For security reasons, the password for telematic access to the services linked to the Website may be modified at any time by the User. The User agrees to notify VAP VAPOR immediately of any unauthorized use of his password, as well as access by unauthorized third parties to it.

APPLICABLE LAW AND JURISDICTION

The present conditions of use are governed by Spanish legislation. Any controversy arising from the interpretation or execution that may arise in relation to the validity, interpretation, compliance or resolution of this contract shall be subject to the Jurisdiction and Jurisdiction of the Courts and Tribunals of the City of Barcelona, waiving the jurisdiction that may correspond to the User, provided that the applicable legislation so permits.

Privacy policy

1. WHO IS RESPONSIBLE FOR THE PROCESSING OF YOUR DATA?

ARASA AGUILERA S.L (hereinafter VAP VAPOR), with registered office at Av.Abat Marcet, 325, C.P. 08225 Terrassa, with CIF B66115700 and telephone 931 910 879

2. INFORMATION AND LEGITIMATION FOR THE TREATMENT OF DATA.

Through this Privacy Policy, VAP VAPOR, wishes to inform you about the personal data protection policy of its website <https://www.vapvapor.es/> ("website"), so that it may freely and voluntarily determine if you wish to provide VAP VAPOR with the personal data that we may require or that we may obtain from you on the occasion of your access to and use of the website.

You must read this Privacy Policy carefully, freely and voluntarily determining if you wish to provide your personal data, and that these are treated and incorporated into a file owned by VAP VAPOR.

VAP VAPOR is legitimized to carry out the processing of personal data since:

- The user has given his explicit consent for the purposes described in section 3 of this document and has provided his personal data voluntarily.
- The User has given his informed consent to send commercial communications related to products and / or services that may be of interest, for the installation of tracking systems that report on browsing habits according to the Cookies Policy, or for shipping of information required through contact forms.

3. OBJECT AND PURPOSE OF THE COLLECTION OF PERSONAL DATA

VAP VAPOR collects personal data including: name and surname, ID, access password, contact telephone number, contact address, email address, navigation data and other information provided by the interested parties in the open fields of the forms arranged on the website.

In the event that the user provides data from third parties (such as third party delivery address), this user must have the consent of that third party and is committed to transfer the information contained in the Privacy Policy, exempting VAP STEAM of any responsibility in this regard.

The personal data provided through the website will be treated by VAP VAPOR according to the following purposes:

- Process and manage the order request required by the user.
- Process and manage requests for information, consultation or feedback made by consumers and users through the channels enabled on the website.

- Manage the participation of users in promotional actions that VAP VAPOR can carry out through the website (discount coupons, savings campaigns, etc.).
- Manage the sending of commercial communications of VAPOR VAPOR, in case it shows its express agreement for the sending of these communications.

4. OBLIGATORY TO FACILITATE THE DATA

The data requested in the website forms are, in general, mandatory to meet the stated purposes, unless otherwise specified in the required field.

5. FOR HOW LONG YOUR DATA IS PRESERVED

The personal data provided by the users will be kept as long as the commercial relationship is maintained and its deletion is not requested by the interested party.

In the event that the user exercises the rights of cancellation or deletion, his personal data will be kept blocked at the disposal of the Competent Administration during the legally established deadlines to attend to the possible responsibilities arising from the treatment thereof.

6. WITH WHOM THE USURARY DATA SHALL BE SHARED?

The data of the users will not be transferred to third parties, except that by legal obligation, VAP VAPOR has to provide data to Public authorities, security forces and bodies and courts or tribunals.

Only the strictly necessary data will be sent to third party service providers (such as transport agencies) as it is strictly necessary for the processing of orders, incidents and returns. All these societies are located in the European economic area and therefore offer an equivalent level of protection. You can access the complete list of companies to which we will communicate your data in order to process your order by requesting it through the email info@vapvapor.es

7. COMMERCIAL AND PROMOTIONAL COMMUNICATIONS

One of the purposes for which, in this case, the personal data provided by users is collected is to send them electronic communications with information regarding our products, services, promotions, offers, events or relevant news. Whenever any communication of this type is made, it will be addressed only and exclusively to those users who have previously given their consent to receive them.

In the event that the user wishes to stop receiving commercial or promotional communications, you can request the cancellation of the service by sending an email to the following email address info@vapvapor.es, or indicating it by means of the option of withdrawal provided in each of the commercial communications sent.

8. RESPONSIBILITY OF THE USER

- The user is responsible for the truthfulness of all the data that he communicates and will keep the information provided in a timely manner, in a way that responds to his real situation.
- Guarantees that you have informed third parties of those who provide your data, if any, of the aspects contained in this document. It also guarantees that you have obtained your authorization to provide your data to VAP VAPOR for the purposes indicated.
- The user will be responsible for false or inaccurate information provided through the Website and any damages, direct or indirect, that this may cause to VAP VAPOR or to third parties.

The website is aimed exclusively at users over 18 years of age, therefore the entry to minors of that age is restricted. VAP VAPOR reserves the right to verify, by the means it deems most appropriate, the actual age of any user of the website. If you suspect that a user of the website is under 18 years of age, and that you have misrepresented the data required for access, VAP VAPOR may deny the user access to the services offered.

9. USER RIGHTS

The User may exercise before VAP VAPOR the rights of access, rectification or deletion, limitation of their treatment, opposition, portability, and to oppose individual automated decisions. Likewise, they may revoke their consent if they have granted it for a specific purpose, and may modify their preferences at any time.

To exercise any of these rights, you can contact us through the following channels:

1. By postal mail (registered letter) addressed to Av. Abat Marcet 325 local A 08225 Terrassa
2. Or via email to info@vapvapor.es

attaching in both cases a copy of the DNI, N.I.E or passport and the documentation that, if applicable, substantiates the petition.

10. SECURITY MEASURES

VAP VAPOR will treat the data of the users at all times in an absolutely confidential way and keeping the duty of secrecy, in accordance with the provisions of the applicable regulations, adopting the technical and organizational measures that guarantee the security of their data and avoid their alteration loss, treatment or unauthorized access.

11. COOKIES

ARASA AGUILERA S.L., uses cookies to identify users, who visit the website, remember the preferences of users and provide personalized services, as well as to monitor the use of the website. You can configure your browser to refuse the installation of cookies. However, certain areas or services of the website may not be available if you choose this option. Since in some cases it is necessary to use cookies for the operation of the shopping cart.

Likewise, the website may include cookies from third party service providers and / or contents. ARASA AGUILERA SL, does not control the introduction of such cookies and consequently will not be in any case responsible for any treatment activities carried out by said third parties in relation to the data collected through the cookies introduced by them on the website .

12. LEGISLATION

The present privacy policy and protection of personal data is governed by Spanish legislation in accordance with the law.