

1. INTRODUCTION

This document (together with the documents mentioned herein) determines the conditions (hereinafter referred to as the "Conditions") governing the use of this site (www.oysho.com) and the purchase of products on it. Before using this site, we urge you to carefully read the Conditions our Cookies Policy and our Privacy Policy (hereinafter collectively referred to as the "Data Protection Policies"). When using this site or placing an order through it, please be aware that you are bound by these Conditions and by our Data Protection Policies, and therefore, if you do not agree to all the Conditions and the Data Protection Policies, you should not use this site.

These Conditions may be modified. It is your responsibility to read them regularly, as the current conditions apply at the time of formalising the corresponding Agreement (as defined hereinafter) and of using this site. If you have any questions regarding the Conditions or the Data Protection Policies, you may contact us using the contact form.

The Agreement (as defined hereinafter) may be written up, through your choice, in any of the languages in which the Conditions are available on this site.

2. OUR DETAILS

The sale of products through this website is carried out under the name OYSHO by FASHION RETAIL, S.A., a Spanish company with registered offices at Avda. da Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), registered in the Commercial Registry of A Coruña, volume 3, 425, General Section, Page 49, Folio C-47, 731, inscription 1, with Tax Identification Number PT 980489482.

3. YOUR DETAILS AND YOUR VISITS TO THIS SITE

The information or personal details you provide shall be processed in accordance with the Data Protection Policies. When using this site, you consent to the processing of information and data and declare that all information and data provided are true and accurate.

4. USING OUR SITE

When using this site and placing orders through it, you agree to the following:

- i. To only use this site to make legally valid inquiries and orders.

ii. To not place any false or fraudulent orders. In the event that there is reason to believe that a similar order has been placed, we shall be authorised to cancel it and inform the competent authorities.

iii. To provide us with your email address, your postal address and/or any other contact details in a true and clear manner. In addition, you agree that, if necessary, we can use this information to contact you (see our Privacy Policy).

In the event that you do not provide us with all the necessary information, your order shall not be placed.

When placing an order through this website you declare that you are over 18 years and legally entitled to enter into an agreement.

5. SERVICE AVAILABILITY

Items provided on this website are only available for delivery in Portugal.

6. AGREEMENT FORMALISATION

The information contained in these Conditions and the data contained in this website do not constitute an offer for sale but rather an invitation to negotiate. There shall be no agreement between you and us regarding any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been debited, the corresponding amount shall be entirely refunded.

To place an order, you must follow the on-line purchasing procedure and click "Authorise Payment". After doing so, you will receive an e-mail confirming the receipt of your order (the "Order Confirmation"). Keep in mind that this does not mean that your order has been accepted; it is rather a request you have made to purchase one or more products from us. All orders are subject to our approval, of which you shall be informed by means of an e-mail, confirming the shipment of your order (the "Delivery Confirmation"). The agreement reached between us to acquire a specific product (the "Agreement") shall only be formalised once we send you the Delivery Confirmation. Only the products listed in the Delivery Confirmation shall be subject to the Agreement. We are not obliged to provide you with any other product that has not been ordered until we confirm its shipment by means of a Delivery Confirmation.

7. PRODUCT AVAILABILITY

All product orders are subject to availability. Similarly, in the event that there are difficulties relating to the supply of products or if the items are not available, we reserve the right to provide you with information relating to replacement products with similar or greater quality and value that you will be able to order. In the case that you do not wish to order replacement products, we will refund any amount paid.

8. REFUSAL OF AN ORDER PROCESSING

We reserve the right to remove, at any time, any product from this site and to remove or modify any material or content thereof. Despite always doing what is in our power to process all orders, exceptional circumstances may occur that force us to refuse the processing of a specific order after sending the Order Confirmation; we thereby reserve the right to refuse processing at any time.

We shall not be liable to you or any third party for removing any product from this site or for removing or modifying any material or content thereof, or not processing an order once we have sent an Order Confirmation.

9. DELIVERY

Notwithstanding the preceding clause 7 regarding the provision of products and, except in the event of exceptional circumstances, we shall endeavour to send the order consisting of the products listed in each Delivery Confirmation before to the date specified in it. In the case that no date is specified, we shall aim to send the order within the estimated time indicated in the shipping method selection and, in any case, within a maximum period of 30 days from the Order Confirmation date.

Nevertheless, delays may occur for reasons relating to product customisations, the occurrence of unforeseen circumstances or factors in the delivery area.

On the other hand, virtual gift cards shall be sent on the day indicated at the time of their order.

If, for any reason, we fail to meet the delivery date, we shall inform you about such and give you the option to proceed with the purchase, to choose a new delivery date, or to cancel the order with full refund of the amount paid. Keep in mind that we do not deliver orders on Saturdays or Sundays, except in the case of the virtual gift card, which shall be sent on the date you have specified.

For the purposes of these Conditions, the "delivery" is understood to have occurred or the order is considered as having been "delivered" once you or any third party appointed by you has acquired the material possession of the products; the corresponding signature on the order receipt for the agreed delivery address serving as proof thereof.

The virtual gift card shall be deemed to have been delivered, as provided in the respective Terms of Use and, in all cases, at the time it is sent to the email address you indicated.

10. IMPOSSIBILITY OF DELIVERY

If it is not possible for us to deliver your order, we shall try to find a safe place of delivery. If we cannot find a safe place, your order shall be returned to our warehouse. We shall also leave an explanatory note with details of the place where your order is and the procedure to be carried out if you wish for it to be you delivered to you again. If you are not present at the place of delivery at the agreed time, we shall ask you to contact us in order to arrange another day for the delivery.

If, after 30 days from the date your order was available for delivery, it has still not been delivered for reasons we are unaware, we shall assume you want to cancel the Agreement and that it shall be terminated. As a result of the termination of the Agreement, all payments we have received from you shall be refunded, including shipping fees (excluding any additional costs resulting from your choice of any shipping method beyond the common shipping method made available by us) without any undue delay, and at any rate, within 14 days from the termination date of this Agreement.

Please be aware that the transport resulting from the termination of the Agreement may represent an additional cost that we shall have the right to transfer to you. This clause does not apply to the virtual gift card the delivery, which is governed by the provisions of the respective Terms of Use and the provisions of clause 9 above.

11. TRANSMISSION OF RISK AND OWNERSHIP OF PRODUCTS

The product risks shall be of your responsibility from the moment of delivery. You shall take possession of the products once we have received the full payment of all amounts due for such, including shipping fees, or upon delivery (as defined in clause 9 above), in the event that the delivery has occurred at a later period.

12. PRODUCT PURCHASE AS A GUEST

The product purchase as a guest feature is also available on the site. Under this type of purchase, you shall only be requested data that are essential to process your order. After the completion of

the purchase process, you shall be given the possibility to register as a user or continue as an unregistered user.

13. VALUE ADDED TAX

According to the rules and regulations in force, all purchases made through the site are subject to Value Added Tax (VAT), except for those that are directly supplied to customers in the Canary Islands, Ceuta and Melilla.

In this regard and, in accordance with Chapter I of Title V of Council Directive 2006/112 /EC of 28 November 2006 concerning the common system of value added tax, the place of delivery should be considered to be within the Member State, at the address where the items shall be delivered, and the applicable VAT rate shall be the one in force in each Member State where the items shall be delivered, according to the orders made.

According to the rules and regulations in each jurisdiction, the rule of the "reverse charge" (Article 194 of Directive 2006/112) can be applied to items supplied in certain Member States of the European Union if the customer is or should be a taxable person for VAT purposes. If this is the case, we shall not charge any VAT, subject to confirmation by the recipient that the VAT on the items supplied shall be accounted for by the customer under the reverse charge procedure.

Order deliveries in the Canary Islands, Ceuta and Melilla, shall be exempt from VAT, except as provided for in Article 146 of the above mentioned Directive, subject to the application of taxes and customs duties in force under the applicable rules and regulations.

14. PRICE AND PAYMENT

The prices of products shall be those published at all times on our website, except in the case of an obvious error. Although we make every effort to ensure the accuracy of the prices featured on the website, errors may occur. If we discover an error in the price of any product that you have ordered, we shall inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we cannot contact you, the order shall be cancelled and all amounts paid shall be totally refunded. We are not obliged to provide you with any product at the incorrect lower price (even if we have sent the Delivery Confirmation) if the error in the price is clear and unambiguous and it could have been reasonably recognised by you as an incorrect price.

Prices found on the website include VAT but exclude delivery charges, which are added to the total price as indicated in our Shopping Guide - Delivery Rates.

Prices may be changed at any time. However, except as determined above, changes shall not affect orders for which we have sent an Order Confirmation.

Once you have selected all the items you wish to buy, they shall be added to your shopping cart and the next step shall be the order processing and payment. For this purpose, you must follow the steps of the purchase process by completing and verifying the data requested in each one of those steps. You can also modify the data of your order throughout the purchasing process before making the payment. The Shopping Guide provides you with a detailed description of the purchase process. In addition to that, if you are a registered user, a record of all your orders is available in the "My Account" section.

As a payment method you can use Visa, MasterCard, American Express and PayPal. In addition, you can pay all or part of your order price with an Oysho gift card or a voucher, issued by Fashion Retail, S.A., or by Oysho (Portugal) -Confecções Unipessoal, Lda.

To minimise the risk of unauthorised access, the data from your credit card will be encrypted. Once we have received your order, we will preauthorise your card in order to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If you choose Paypal as your preferred payment method, the debit will be processed as soon as we confirm your order.

When clicking "Authorise Payment", you confirm that the credit card is yours or that you are the legitimate holder of the gift card or voucher. Credit cards are subject to verification and authorisation by the issuing entity, although, if the entity does not authorise the payment, we shall not be liable for any delay or failure of delivery, and shall not be able to formalise any Agreement with you.

15. "EXPRESS CHECKOUT"

The "express checkout" (hereinafter referred to as "Express Checkout") makes it easy for you to make purchases on this site as you do not need to enter shipping, billing and payment data for each purchase. The "Express Checkout" is available in the View Shopping Cart section.

To use the "Express Checkout" you must save your card details. You can do so when making a payment using any of the cards accepted by this site, by clicking the "Save my card details" option. This will save the following card details: card number, cardholder name exactly as printed on the card and card expiration date.

To save your card details and use the "Express Checkout" you must accept the Privacy Policy and applicable Conditions.

By agreeing to use the "Express Checkout" you give authorisation for your purchases to be

carried out by this means and your associated card will be charged. The use of the card shall always be governed by the terms agreed between you and the card issuer.

You can save card details in the "Express Checkout" for the cards of your choice and, for such purpose, you must make at least one payment with each one of the cards. If you want to save data corresponding to more than one card, the card whose information has been saved most recently shall be considered your "Favourite Card" and shall be charged by default to pay for "Express Checkout" purchases. You can, however, change your Favourite Card in the My Account section of this website.

To use the "Express Checkout" you simply click on the "Express Checkout" button displayed in the Shopping Cart. A screen shall appear immediately with the shipping, billing and payment data relating to your purchase. The data available on this screen cannot be edited, so if there are incorrect data do not complete the purchase. Do not use the "Express Checkout" service to make purchases using different data. You can charge your Favourite Card associated with the "Express Checkout" in the My Account section of this website.

The provisions of this clause shall not apply if you purchase items as a guest.

16. RETURNS AND EXCHANGES POLICY

16.1 Statutory right of withdrawal

Right of withdrawal

If hiring as a consumer, you have the right to terminate the agreement within 14 days without giving any reason.

The withdrawal period shall expire after 14 days from the day you -or a third party other than the carrier and indicated by you- acquire the physical possession of the items, or in the case of multiple items in an order delivered separately, after 14 days from the day you -or a third party other than the carrier and indicated by you- acquire the physical possession of the last item.

In order to exercise the right of withdrawal you may notify Oysho via the address: Carretera Tordera - Palafolls s/n, 08490 Tordera, Barcelona; via telephone: 800834290; by writing an e-mail to contact@Oysho.com; or by sending us a message using our contact form regarding your decision to terminate this Agreement by means of an unequivocal statement (e.g. a letter sent by post or by e-mail). You may use the termination model form found in the Annex, although this will not be required.

In order to meet the withdrawal deadline, you will simply need to send your notice regarding the exercise of your right of withdrawal before the expiration of the withdrawal period.

Consequences of termination. No Premium jewellery exchanges or returns shall be accepted. No extractable cups exchanges or returns shall be accepted. If you terminate this Agreement, we

shall refund all payments received from you, including delivery costs (excluding the additional costs involved in changing the type of delivery to one other than the most economic standard type of delivery offered by us) without undue delay and no later than 14 days from the date on which we have obtained knowledge about your decision to terminate this Agreement. This refund shall be made via the same means of payment used by you for the initial transaction. In all cases, you shall not incur any fees as a result of such refund. Notwithstanding the preceding, we may withhold the refund until we have received the return of the products or until you have provided the evidence of the return of such items; whichever of the two occurs first.

You must proceed to return items or deliver them to our care at any Oysho store in Portugal or Carretera Tordera - Palafolls s/n, 08490 Tordera, Barcelona, without undue delay and in all cases no longer than 14 days from the day you informed us of your withdrawal from this Agreement. The deadline shall be met if you send the items before the 14-day expiry period.

Unless you deliver the items at an Oysho store in Portugal or you return them via a postal transaction arranged by us, you shall bear the direct cost of their return. You shall only be liable for the depreciation of items resulting from handling other than the required to determine the nature, characteristics and functioning of the same.

16.2 Contractual right of withdrawal

As an addition to the legally recognised right of cancellation for consumers and users, mentioned in clause 16.1 above, we grant you a period of 30 days from the date of delivery of the products to return them (except those mentioned in clause 16.3 below, for which the right of cancellation is excluded). Gift card returns are governed by the Terms of Use of the Gift Card.

If you return the items within the contractual period of the right of withdrawal, but after the expiry of the period established by law, you shall only be refunded the amount paid for the mentioned products. You shall be responsible for the direct costs of returning the product when the return is not made at an Oysho store in Portugal or the items are returned via a postal transaction arranged by us.

You may exercise your right of withdrawal in accordance with the provisions of the preceding clause 16.1. However, if you have informed us about your intention to terminate the Agreement after the statutory withdrawal period, you must, in all cases, deliver the items to us within the 30-day period following the delivery date.

16.2 Common provisions

You shall not have the right to cancel the Agreement when it refers to the delivery of any of the following Products:

i. Personalised items

ii. Music CDs/DVDs without their original packaging.

iii. Wrapped items that are not suitable for returning due to hygienic reasons and which have been unsealed after delivery.

Your right to cancel the Agreement shall be applied only when products are returned in the same condition that they were initially received. No refund shall be given if the product has been used other than being simply opened, for products that are not in the same condition they were when they were delivered or if they have been damaged. For this reason, you should take care of the product(s) while in your possession. You must return the products using or including all of their original packaging, instructions and other documents, if any, along with them. In all cases, you should send the product to be returned along with the receipt you received when delivered.

You will find a summary regarding the exercise of this right of cancellation when you receive the order.

After the cancellation has been processed, the respective products shall be returned in accordance with the following provisions:

(i) Returns at any OYSHO store:

You can return any product at any Oysho store in the country where your product was delivered that has the same section to which the items you want to return belong. In this case, you should go to the store and show, along with the product, the full receipt that was included in the product delivery.

(ii) Returns by post:

When returning products via a postal transaction arranged by us, the carrier will contact you to arrange the collection of the products at your address. You should send the products in the same packaging in which it was received, following the instructions in the "RETURNS" section of this site.

None of the two options above involve additional cost for you. If you have purchased any products as a guest, you may request a postal refund by calling 800 834 290. If you do not wish to return the products using the free options available, you shall assume the delivery costs yourself. Note that if you decide to return the items to us using "cash on delivery", we shall be authorised to charge you any costs we have incurred.

After examining the item, we shall inform you whether you have the right to be refunded the amounts paid. Delivery costs shall be refunded when the right of withdrawal is exercised within the regulated period, and all the products belonging to the relevant order shall be returned. The refund shall be paid as soon as possible and always within 14 days from the date on which you

notified us of your intention to cancel. Notwithstanding the preceding, we may withhold the refund until we have received the returned goods or until you have provided us evidence of their return, whichever occurred first. The refund shall always be paid via the same means of payment you used in your purchase.

If you have not chosen one of the above-mentioned free return options, the cost and risk of returning the product shall be borne by you.

If you have any questions, you can contact us through our contact form or by calling us at 800 834 290.

16.4 Return of faulty products

When, at the time of delivery, it is considered that the product does not correspond to the conditions stipulated in the Agreement, you should contact us immediately via our contact form, providing the product data and the fault, or call us at 800 834 290 and we shall instruct you on how to proceed. You may return the product at any of our OYSHO stores in Portugal or by sending it through a postal service, which shall be sent to your home. The product must be returned together with the receipt you received upon delivery.

We shall carefully examine the returned product and notify you by e-mail within a reasonable period if the product can be refunded or replaced (as appropriate). The refund or replacement of the item shall occur within the earliest time period possible and always within 14 days from the date we send you an e-mail confirming the processing of the refund or product replacement.

The amounts paid for returned products due to any damage or fault, when existing, shall be refunded in full, including the delivery costs related to the shipping of the item and the cost incurred by you at the time of its return. The refund shall always be paid by the same means of payment you used in your purchase.

All rights recognised in current legislation shall always be safeguarded.

17. LIABILITY AND DISCLAIMER

Unless otherwise expressly provided in these Conditions, our liability regarding any product purchased on our website is strictly limited to the purchase price of the product concerned.

Notwithstanding the above, our liability shall not be excluded or limited in the following cases:

- i. In the case of death or personal injury caused by our negligence;
- ii. In the case of fraud or fraudulent intent; or

iii. In all cases where it has been illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the above paragraph and to the extent permitted by law and unless otherwise indicated by these Conditions, we shall not accept any liability for the following losses, regardless of their origin:

- i. loss of revenue or sales;
- ii. loss of business;
- iii. loss of profits or contracts;
- iv. loss of anticipated savings;
- v. loss of data; and
- vi. loss of management time or office time.

Due to the open nature of this site and the possibility of errors in the storage and transmission of digital data, we do not guarantee the accuracy and security of information transmitted or obtained through this site, unless otherwise expressly indicated.

All product descriptions, information and materials on this website are provided "as they are" without any express or implied warranties relating to them, except those that are established by the legislation in force. In this sense, if you are hiring as a consumer or user, we are obliged to supply products that comply with the Agreement, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the items are in accordance with the Agreement if: (i) they are in accordance with our descriptions and they have the qualities described by us on this site, (ii) they are suitable for the purposes for which similar products are usually intended and (iii) they have the same quality and standard performance of similar products that can reasonably be expected. To the extent permitted by law, we exclude all warranties, except those that cannot be excluded legitimately in favour of consumers and users.

The products we sell, particularly artisanal products, often have the characteristics of the natural materials used in their manufacture. These characteristics, such as variations in grain, texture or colour cannot be considered defects or faults. On the contrary, you should expect and appreciate them. We only select the highest quality products, but natural characteristics are inevitable and should be accepted as part of the individual appearance of products.

The provisions of this clause shall not affect your rights as a consumer and user nor your right to cancel the Agreement:

18. INTELLECTUAL PROPERTY

You acknowledge that all copyright, registered trademarks and other intellectual property rights of the materials or content supplied as part of the site always belong to us or to those who grant us license to use them. You can only use the material referred to in so far as this is expressly authorised by us or by the licensors of the use. This does not prevent you from using this site as necessary to reproduce the information for your order or Contact details.

19. VIRUSES, PIRACY AND OTHER CYBER ATTACKS

You should not use this site improperly by deliberately planting a virus, trojan, worm, logic bomb or any other software or technologically damaging or harmful material. You should not attempt access this site unless authorised, along with the server on which it is housed or any server, computer or database related to our website. You hereby undertake not to attack this website through any denial of service attack or a distributed denial of service attack.

Non-compliance with this clause shall be considered an offence as defined in the terms of applicable regulations. We shall report any breach of this regulation to the relevant authorities and collaborate with them in order to determine the identity of the attacker. Also, in the event of non-compliance with this clause, authorisation to use this site shall be immediately suspended. We shall not be liable for any damages or loss resulting from a denial of service attack, viruses or other technologically harmful or malicious software or material that may affect your computer, IT equipment, data or materials as a result of using this site or of content downloading or those to which you are redirected through this site.

20. HYPERLINKS ON OUR SITE

If our site contains hyperlinks to other websites and third party materials, they will be provided solely for informational purposes and we will not have any control over the content of such sites or materials. We shall therefore not accept any liability for any loss or damage resulting from their use.

21. WRITTEN COMMUNICATION

The applicable regulations require that some information or notifications we send to you are made in writing. By using this site, you agree that most of your communication with us shall be carried out electronically.

We will contact you by e-mail or provide you with information by means of alerts posted on this site. For contractual purposes, you agree to use this electronic means of communication and agree that all agreements, notices, information and other communications that we send you electronically comply with the legal requirements of their provision in writing. This condition shall not affect your rights as recognised by law.

22. NOTIFICATIONS

Notifications sent to us must, preferably, be sent via our contact form. Under the provisions in clause 20 above, and except as otherwise provided, we can send you notifications either via an email or to the postal address you have provided when placing an order.

It should be understood that the notifications have been correctly received and carried out as soon as they are published on our website, 24 hours after being sent by e-mail, or three days after the dispatch date of any letter. As proof of the sending of notification, in the case of a letter, it will be necessary to simply prove that it was properly addressed, that the costs were paid and that it was duly delivered to the post office or a mailbox. In the case of an e-mail, it will be necessary to prove that the notification was sent to the email address specified by the recipient.

23. TRANSFER OF RIGHTS AND OBLIGATIONS

The Agreement binds you and us, along with our respective successors, assignees and heirs.

You may not transfer, assign, tax or otherwise transfer an Agreement or any rights or obligations derived from it without having obtained our prior written consent.

We may transfer, assign, tax or sub-contract or otherwise transfer an Agreement or any rights or obligations derived from it at any time during the term of the Agreement. In order to avoid any doubts, the mentioned transmissions, transfers, taxation or other transfers shall not affect the rights that, as applicable, you are entitled to as a consumer recognised by law, or cancel, reduce or limit in any way the expressed and implied warranties that we may have granted you.

24. EVENTS BEYOND OUR CONTROL (FORCE MAJEURE)

We shall not be liable for any failure or delay in fulfilling any obligations we assume under an Agreement, where this is caused by events that are beyond our reasonable control (“Force Majeure”).

Force Majeure events include any act, event, failure to exercise, omission or accident beyond our reasonable control, including among others, the following:

- i. Strike, lockout or other forms of protest.
- ii. Civil unrest, revolt, invasion, attack or terrorist threat, war (declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or other natural disaster.
- iv. Inability to use trains, ships, aircraft, motor transport or other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.
- vi. Laws, decrees, legislation, regulations or restrictions of any government or public authority.
- vii. Incident, failure or accident in maritime or river transport, postal transport or any other kind of transportation.

It should be understood that our obligations resulting from Agreements are suspended during the period in which the Force Majeure event remains active and an extension of the period for the fulfilment of these obligations shall be granted to us, which should be equal to the duration of the Force Majeure situation. We shall provide all the resources required to put an end to the Force Majeure situation or to find a solution that will allow us to fulfil our obligations under the Agreement despite the Force Majeure situation.

25. WAIVER OF RIGHTS

The lack of demand from us regarding the strict compliance with your share of any obligations undertaken by you pursuant to an Agreement or these Conditions, or a lack of exercise from our part of the rights or actions that correspond to us under this Agreement or the Conditions shall not constitute a waiver or limitation of those rights or actions nor exempt you from the fulfilment of those obligations.

Our waiver of a particular right or action does not constitute a waiver of other rights or actions under the Agreement or Conditions.

Our waiver of any of these Conditions or the rights or claims arising from the Agreement shall not take effect unless it is expressly provided that it is a waiver of rights and if so formalised and notified in accordance with the provisions of the Notifications section above.

26. PARTIAL ANNULMENT

If any of these Conditions or any provision of an Agreement is declared null and void by firm decision of the relevant authority, the remaining terms and conditions shall remain in force, without being affected by the annulment declaration.

27. INTEGRAL AGREEMENT

These Conditions and any document referred to therein constitute the entire agreement between you and us regarding its purpose, replacing any covenant, agreement or promise previously made between you and us by verbal means or in writing.

You and we recognise that we agree to enter into the Agreement without relying on any statement or promise made by the other party or which may have been inferred from any statement or document in the negotiations entered into by both parties prior to this Agreement, except those expressly specified in these Conditions.

Neither you nor we shall take any action in respect of any untrue statement made by the other party, orally or in writing, before the date of the Agreement (unless such false statement has been made fraudulently) and the only action that can be taken by the other party shall be possible due to a breach of contract, in accordance with the provisions of these Conditions.

28. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time. You are subject to the policies and Conditions in effect at the time you use this website or place each order, except when by law or decision of government agencies, we have to make retroactive changes to the policies, the Terms or the Privacy Statement mentioned, in which case the potential changes also affect the orders that you have previously made.

29. APPLICABLE LAW AND JURISDICTION

The use of our website and the product purchase agreements through the same shall be governed by Spanish law.

Any dispute arising from or that is related to the use of the website or of such agreements shall

be subject to the non-exclusive jurisdiction of the Spanish courts. If you enter into the agreement as a consumer, nothing in this clause shall affect your rights as recognised in any applicable legislation in force.

30. COMMENTS AND SUGGESTIONS

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

In addition to that, there are official forms available for consumers and users. These forms may be requested by calling 800 834 290 or by contacting us via our contact form.

If, as a consumer, you believe that your rights have been violated, you may address your complaint to the email address contact@oysho.com in order to appeal for an out-of-court settlement. In this regard, if the transaction between you and our company has been completed via our website; we inform you - according to the EU Regulation No 524/2013 - that you have the power to try to resolve any dispute out of court through access to the electronic platform of conflicts resolution at <http://ec.europa.eu/consumers/odr/>. Last updated 02/2016

ANNEX

Withdrawal form model

(Complete and return this form only if you wish to terminate the contract) OYSHO (PORTUGAL), Carretera Tordera - Palafolls s/n, 08490 Tordera, Barcelona, FAX: +34 937667672 contact@oysho.com:

I hereby inform that I terminate my sale agreement for the following products:

Ordered on / received on (*)

Consumer's name

Consumer's Address

Consumer's signature (only if this form is notified by means of a documental support)

Date

(*) Delete as appropriate