

# TERMS AND CONDITIONS OF USE AND PURCHASE

## INTRODUCTION

This document (together with all of the documents mentioned herein) establishes the Conditions governing the use of this website ([www.oysho.com](http://www.oysho.com)) and the OYSHO App (hereinafter, and collectively, “the Platforms”) and the purchase of products from the same (hereinafter, the “Conditions”).

Please read these Conditions, our Cookies Policy and our Privacy Policy (jointly, the “Data Protection Policies”) carefully before using the Platforms. You must comply with all the rules that regulate the use of the Platforms. To place an order, you must also expressly accept the present Conditions and read the information provided in our Privacy Policy, and agree to be bound by the same. If you do not agree with all the Conditions, please do not use the Platforms.

If you have any questions about the Conditions or the Data Protection Policies, please contact us using our contact form. The contract can be entered into, at your choice, in any of the languages in which the Conditions are available on the Platforms.

## 2. OUR DETAILS

Items are sold through the Platforms under the name of OYSHO by OYSHO España, S.A., a Spanish company with registered offices at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered in the Business Register of A Coruña, Volume 971, General Section, Folio 68, Sheet C3.363, and with Spanish tax ID (NIF) A-15026347, telephone number (+34) 900 456 004 and email [contact\\_es@oysho.com](mailto:contact_es@oysho.com).

## 3. YOUR DATA AND VISITS TO THE PLATFORMS

The information or personal data you provide about yourself will be processed in accordance with the provisions of the Data Protection Policies. All of the information or data you provide is true and accurate.

## 4. USE OF OUR PLATFORMS

By using our Platforms and placing orders through it, you agree to:

- i. Use the Platforms solely for making enquiries or placing legally valid orders.
- ii. Not place any fake or fraudulent orders. If you could reasonably be deemed to have placed an order of this nature, we would be entitled to cancel it and inform the appropriate authorities.
- iii. Provide us with your email address, postal address and/or other contact details, all of which must be true and accurate. Likewise, you agree for us to use said information to contact you if necessary (see our Privacy Policy). If you do not provide all of the information we need, we will not be able to process your order.

By placing an order on the Platforms, you declare that you are over 18 years old and that you have legal capacity to enter into contracts.

## **5. SERVICE AVAILABILITY**

The items offered on the Platforms are only available to be shipped within Spain.

You are welcome to place an order on the Platforms from another country, however please bear in mind that we only offer delivery to OYSHO stores and postal addresses in Spain.

## **6. HOW TO PLACE AN ORDER**

To place an order, you must follow the online purchase process and click “Authorise payment”. You will then receive an email confirming receipt of your order (“Order Confirmation”). Likewise, we will email you to let you know when your order has been shipped (“Shipping Confirmation”). An e-receipt with your order details (“e-receipt”) will also be attached to the Shipping Confirmation.

## **7. TECHNICAL MEANS FOR CORRECTING ERRORS**

If you realise that an error occurred when you entered your personal details when registering on our Platforms, you can change these details in the “My Account” section.

In any case, you can correct errors concerning the personal details that you entered during the purchase process by contacting customer services on (+34) 900 456 004, or by emailing them at [contact\\_es@oysho.com](mailto:contact_es@oysho.com). You can also exercise your right to rectify your personal details as outlined in our Privacy Policy.

Our Platforms display confirmation windows for several sections of the purchase process that do not allow you to continue with your order if these sections are not filled in correctly. Likewise, the Platforms show you the details of all of the items that have been added to your Basket during the purchase process so that, before paying, you can change your order details.

If you notice an error with your order after completing the payment process, you must immediately contact customer services using the aforementioned telephone number or email address to have the error corrected.

## **8. CHECKING AVAILABILITY IN-STORE AND RESERVING IN-STORE (option only available via the website [www.oysho.com](http://www.oysho.com) and via the mobile site)**

### **Availability in-store**

The user can check the availability of a specific product. Then, a window or pop-up will open where the user must enter their postcode or city and will be able to select one of the physical stores that appear in the drop-down menu and check the availability of a specific product at the selected store.

This information is only valid at the time of the enquiry. The enquiry alone does not reserve the product. If the user wants to reserve the product at a physical store, they must follow the instructions described below.

### **Reserving in-store**

The aim of this clause is to determine the conditions in which the user can use the reservation service for products published on the website and then subsequently purchase them at the physical store, defining the requirements of the reservation. Reservation of the items offered on this website is only available at OYSHO stores in Spain. The prices on the website include VAT. The payment methods that can be used are those available at the OYSHO physical store in question, in Spain.

The user must visit the OYSHO Spain website and find the product they are interested in. Then, they must click “stock and reservation in physical stores”. A window or pop-up will automatically open where the user must enter their postcode or city to check the availability of the item at the nearest OYSHO physical stores in Spain.

Then, the user must select the physical store that they want to collect the product from, from the list that will appear on screen, and then click “Reserve”. The user must fill in the form that appears on the screen, entering the following details: name, email, phone number and product size. Once the form has been completed, the user will receive an email and an SMS stating that the reservation has been processed and providing the reference number. This email does not confirm that the product is available. The availability and reservation of the product will be confirmed or refused in a later email. If the reservation is confirmed, the user must go to the OYSHO physical store in Spain selected in the previous steps within 24 hours and within that store’s opening times, starting from the time at which the reservation confirmation email was received. After that period, the reservation will be cancelled and invalid. When the user visits the store to purchase the reserved item, they must show the reservation reference number at the physical store.

When the user reserves a product at a selected store, they do not pay online, they have no obligation to purchase the item, they only commit to visiting the store within the period in which the product will be reserved. The user must be aware that the reservation of their product(s) by OYSHO involves immobilising stock for the period in which it is reserved for the user.

The user will not be able to use the in-store reservation function for a month from the start of the Sale period, which will be published when applicable on the OYSHO Spain website. After a month, only that season’s items can be reserved. The option to check stock availability and reserve in-store can be deactivated by OYSHO.

OYSHO commits to managing the reservation request within the timeframe indicated during the reservation process and in line with the business hours of each OYSHO store in Spain, which can be viewed [here](#).

If the user eventually buys the product reserved at an OYSHO physical store in Spain, the sales guarantee and returns policy of that establishment will apply, which will be detailed at the till as the sale is made in person and not online.

## **9. PRODUCT AVAILABILITY**

All orders are subject to product availability. In this respect, if product supply problems occur or if items are no longer in stock, we reserve the right to inform you about substitute products of greater or equal quality and value that you can order. If you do not wish to order these substitute products, we will refund you any amount that you have paid.

## **10. DELIVERY**

Before completing the order, you should select the delivery method that best suits your needs. Unless we have agreed otherwise, we will send you the order that matches the related products in each Shipping Confirmation without undue delay and, at the latest, within 30 calendar days from the Order Confirmation date.

Under certain circumstances, such as those relating to product personalisation, or unforeseen or exceptional circumstances which may affect the delivery date.

As regards virtual gift cards, we will send them on the date you chose when placing the order.

If for any reason we cannot meet the delivery date, we will inform you of the situation and give you the option of continuing with the purchase with a new delivery date, or cancelling the order with a full refund of the price paid. In any case, please bear in mind that we do not deliver to home addresses on Saturdays and Sundays, except in the case of virtual gift cards, which will be delivered on your chosen date.

For the purpose of these Conditions, “delivery” will be deemed to have taken place or the order will be deemed to have been “delivered” when you or a third party named by you take physical possession of the products, which will be confirmed by you signing the delivery receipt at the agreed delivery address.

The virtual gift card will be deemed to have been delivered in accordance with the Gift Card Conditions of Use and, in any case, on the date on which the card is sent to your chosen email address.

## **11. IF WE ARE UNABLE TO DELIVER**

If we are unable to deliver your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. In this case we will leave you a note explaining where you can find your order and what you need to do to have it re-sent. If you are not going to be at the delivery location at the agreed time, please contact us to rearrange delivery for another day.

If it is more than 30 days since your order has been available for delivery and the order has not been delivered for reasons beyond our control, we will take this to mean that you wish to withdraw from the

contract and we will deem it to have been terminated. As the result of the termination of the contract, we will refund all payments received from you, including shipping fees (with the exception of additional fees arising from your choice of a delivery method other than the ordinary least costly method that we offer), without unnecessary delay and, in any case, within 14 days from the date on which we deem the contract to have been terminated. Please be aware that carriage arising from the termination could incur an additional cost which we will be entitled to recover from you.

This clause does not apply to virtual gift cards, whose delivery will be governed by the provisions of the Gift Card Conditions of Use and by the provisions of Clause 9.

## **12. TRANSFER OF RISK AND PROPERTY**

Risk will be passed to you at the time of delivery. You will acquire property when we receive full payment of all amounts due in relation to the products, including shipping fees, or at the time of delivery (in accordance with the definition in Clause 9) if delivery takes place at a later time.

## **13. PRICE AND PAYMENT**

The prices on the Platforms include VAT (where VAT is applicable), but do not include shipping fees, which will be added to the total due as described in our Purchase and Shipping Guide.

The prices may change at any time, but any such changes will not affect orders for which we have already issued an Order Confirmation.

Once you have selected all of the items you wish to purchase and added them to your Basket, the next step will be to submit the order and pay. To do so, you must follow the steps of the purchase process, completing or confirming the information requested at each step. Likewise, during the purchase process, before paying, you can change your order details. There is a detailed description of the purchase process in the Purchase Guide. In addition, if you are a registered user, you can see details of all the orders you have placed in the My Account section.

Visa, Mastercard, American Express, Maestro and Affinity Card can be used to pay, as well as Sofort (transfer payments) and PayPal. You can also pay all or part of the purchase price with a gift card issued by Fashion Retail, S.A. or an OYSHO store credit card. In addition, you can pay for your order on delivery using the payment methods available in OYSHO stores in Spain offering in-store collections.

Fashion Retail, S.A., with registered offices at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain), registered in the Business Register of A Coruña, Vol. 3425, Page 49, Sheet C-47731, and with tax ID number A-70301981, will collect payments and, where applicable, issue refunds relating to the payments made through the Platforms on behalf of OYSHO España, S.A.

If you place an order using one of the electronic devices available at certain OYSHO stores in Spain, you can, at some of them, also pay using any of the payment methods available in said stores.

To minimise the risk of unauthorised access, your credit card details will be encrypted. By clicking "Authorise Payment", you are confirming that the credit card is yours or that you are the legal holder of the gift card or store credit card.

Credit cards will be subject to checks and authorisations by the credit card issuer. If the issuer does not authorise the payment, we cannot be held liable for any delay or failure to deliver and we will not be able to enter into a contract with you.

#### **14. CHECK OUT AS A GUEST**

Our website also allows you to make purchases using the "check out as a guest" feature. Using this purchase method, you will only be asked for the essential details needed to process your order. Once the purchase process is complete, you will be offered the option of registering as a user or continuing as an unregistered user.

#### **15. QUICK CHECKOUT**

Using the Quick Checkout feature (hereinafter, "Quick Checkout"), you can make purchases on the Platforms more easily by avoiding having to enter your shipping, billing and payment details each time. Quick Checkout is available in the Basket section. To use Quick Checkout, you must save your card details. You can do this when paying with any of the cards accepted on the Platforms by ticking the "save my card details" box. This will store the following card details: card number, name of the card holder as it appears on the card, and card expiry date. To save your card details and use Quick Checkout, you must accept the applicable Conditions and personal data handling described in the Privacy Policy. By agreeing to use Quick Checkout, you authorise us to charge the card associated with this tool for purchases paid for via this tool.

In all events, the use of cards will be governed by the conditions agreed between you and your card issuer. You can save the details of as many cards as you like in Quick Checkout, provided that you make at least one payment with each of them. Should you wish to save the details of more than one card, the card whose details were most recently saved will be deemed to be your "Favourite Card" and will be the default card charged for purchases made through Quick Checkout. Nevertheless, you can change your Favourite Card in the "My Account" section of the website. To use Quick Checkout, you simply need to click the "Quick Checkout" button on the Basket page. A screen will immediately appear showing the shipping, billing and payment details for your purchase. The information shown on this screen cannot be changed. Therefore, if any of the details are incorrect, the purchase cannot be completed. If you wish to use other details for your purchase, please do not use Quick Checkout. You can change the Favourite Card used for Quick Checkout payments in the My Account section of the website. The provisions of this clause will not apply if you check out as a guest.

#### **16. VALUE ADDED TAX AND BILLING**

In accordance with the provisions of Article 68 of Law 37/1992 of 28 December 1992 governing VAT, items will be deemed to have been delivered in territory in which Spanish VAT applies if the delivery address is within Spain, with the exception of the Canary Islands, Ceuta, and Melilla. The type of VAT applied will be the VAT that is legally applicable at any given time depending on the item in question.

For orders being shipped to the Canary Islands, Ceuta and Melilla, deliveries will be exempt from VAT under the provisions of Article 21 of Law 37/1992, without prejudice to the corresponding taxes and duties applicable under the regulations in each of these territories.

You expressly authorise us to issue the invoice electronically. Nevertheless, you can at any time request a paper invoice, in which case we will issue and send the invoice on paper. You can request the invoice on paper format by contacting with our customer service, through the means made available to you and free of charge.

## **17. RETURNS POLICY**

### **17.1 Legal right of withdrawal / Cooling-off period**

If you enter into the contract as a consumer and user, you have the right to withdraw from this Contract within 14 calendar days without giving a reason.

The cooling-off period will end 14 calendar days from the day on which you or a third party named by you, other than the courier, took physical possession of the goods or, in the event that the goods that compose your order are delivered separately, 14 calendar days from the day on which you or a third party named by you, other than the courier, took physical possession of the last of these goods.

To exercise your withdrawal rights, you must inform us of your decision to withdraw from the Contract through a clear statement (for example, a letter or email) either: by writing to us at OYSHO, Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona, Spain; by phoning (+34) 900 456 004; by emailing [contact\\_es@oysho.com](mailto:contact_es@oysho.com) or; via our contact form. If you wish you can use the withdrawal template that appears as an Annex to these Conditions, although this is not obligatory. To comply with the cooling-off period, your message exercising your withdrawal rights must simply be sent before the end of the cooling-off period.

### **Consequences of the withdrawal**

As the result of your withdrawal from the Contract, we will refund all payments received from you, including shipping fees (with the exception of additional fees arising from your choice of a delivery method other than the ordinary least costly method that we offer), without unnecessary delay and, in all cases, no later than 14 calendar days from the date on which you inform us of your decision to withdraw from this Contract. We will refund you to the same payment method you used for the initial transaction, unless you indicate otherwise, expressly detailing the payment method to which you would like us to make the refund. Refunds will not incur any additional costs. Nevertheless, we may withhold the refund until we receive the returned goods, or until you submit proof that they have been returned, depending on which condition is met first. You must return or deliver the products in person to any OYSHO store in Spain, deliver the products to any of the authorised delivery points in Spain using the returns label that we sent you with your request, or send the products to OYSHO, Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona, Spain, without unnecessary delay and, in any case, no later than 14 calendar days from the date on which you inform us of your decision to withdraw from the Contract. The deadline will be considered to have been met if you make the return before the end of the 14-day period.

Unless you return the goods to an OYSHO store in Spain, or to one of the authorised delivery points in Spain, you must bear the direct cost of returning the goods. In the latter case, please remember that, together with the products, you must send us a printed copy of the e-receipt that was attached to the Shipping Confirmation.

You will be solely liable for any reduction in the value of the goods resulting from any handling other than that necessary to establish the nature, characteristics and functioning of the goods.

## **17.2 Contractual right of withdrawal**

In addition to the right of withdrawal to which consumers and users are legally entitled as mentioned in Clause 16.1, we grant you a period of 1 month from the date of the Shipping Confirmation to return the products (with the exception of those mentioned in Clause 16.3, concerning the exclusions from the right of withdrawal). Gift card returns are governed by the Gift Card Conditions of Use.

Please note that the period of 1 month is calculated from one date to another and will therefore not exclude non-working days. Should the expiry month not contain a date with the same number as the start date, the returns period will expire on the last day of the month. In the event that you return the products within the contractual returns period, but after the legal cooling-off period, you will only be refunded the price paid for the products. You must bear the direct cost of returning the product if you do not return it to an OYSHO store in Spain or to one of the authorised delivery points in Spain. In this case, please remember that, together with the products, you must send us a printed copy of the e-receipt that was attached to the Shipping Confirmation.

You can exercise your right of withdrawal in accordance with the provisions of Clause 16.1, however, if you inform us after the legal cooling-off period of your intention to withdraw from the Contract, you must in all cases send us the goods within 1 month from the date of the Shipping Confirmation.

## **17.3 Common provisions**

You will not be entitled to withdraw from the Contract if it concerns the supply of any of the following products:

- i. Personalised items.
- ii. CDs/DVDs without their original wrapper.
- iii. Goods sealed for hygiene reasons that have been unwrapped after delivery.

Exchanges and returns for Premium jewellery are not accepted. Exchanges and returns for removable cups are not accepted. Your right to withdraw from the Contract will apply exclusively to products that are returned in the same condition in which they were received. No refunds will be made for products that have been used, other than merely being opened, for products that are not in the same condition as they were delivered in, or for products that have suffered any damage. You must therefore be careful with the product(s) in your possession. Please return the item using or including all of its original packaging, the instructions, and any other documents that may have accompanied it.

You can return products to any OYSHO store in Spain or to any of the authorised delivery points in Spain in accordance with the following:



- Returns to OYSHO stores.

You can return products to any of our OYSHO stores in Spain with the same department as the goods you wish to return. In this case, you must go to any of said stores and hand over both the item and the e-receipt that was attached to the Shipping Confirmation, which you can also find in your account on the Platforms. You can present the e-receipt by showing a digital version on the screen of your mobile device or by taking a printout to the store.

- Returns via authorised delivery points in Spain.

You can return the products to any of the authorised delivery points in Spain which are listed in the “Orders and Returns” section of “My Account” on the website or “My Returns” on the OYSHO App. To do this, you must request the return via the “delivery point” method in the aforementioned section of the website. We will then email you a returns label which you must stick to the package. You can then drop the package off at your local post office. You must return the item in the same package you received it in and follow the instructions in the “Orders and Returns” section of “My Account” on the website, “My App Returns” or in the email itself. If you placed an order as a guest, you can use the link you were sent with the Order Confirmation to request a product return to any of the authorised delivery points in Spain. After any applicable checks are completed, you will receive an email with a label that you must stick to the package. You must then return it to any of the aforementioned authorised points.

Neither of the two options will incur additional costs for you.

In the event that you do not want to return the products using any of the free options available, you will be responsible for the costs of the return. In the latter case, please remember that, together with the products, you must send us a printed copy of the e-receipt that was attached to the Shipping Confirmation. Please bear in mind that if you decide to return the items to us cash on delivery, we will be authorised to charge you the costs which this may incur for us.

After examining the item, we will inform you whether or not you are entitled to a refund of the amounts paid. The cost of carriage will only be refunded when the right of withdrawal is exercised within the legal cooling-off period and all items that compose the order in question are returned. The refund will be made as soon as possible and, in any case, within 14 days from the date on which you inform us of your intention to withdraw from the Contract. Nevertheless, we may withhold the refund until we receive the returned goods, or until you submit proof that the goods have been returned, depending on which condition is met first. The refund will be made using the same payment method as you used to pay for the order, unless a gift receipt is submitted for the return. In this case, the refund will be made via an OYSHO gift card or voucher issued by OYSHO España, S.A.

You will bear the cost and risk of returning the products to us, as indicated above. If you have any questions, please contact us using our contact form or by phoning (+34) 900 456 004.

Returns of orders paid for on collection at the store’s till must in all cases be made at OYSHO stores in Spain. In this case, if it is more than 10 days since your order has been available for collection and payment in the store and the order has not been collected for reasons beyond our control, we will take this to mean that you wish to withdraw from the Contract and we will deem it to have been terminated. Equally, returns

of orders placed using the electronic devices available in certain OYSHO stores in Spain and paid for at the store's till must in all cases be made at OYSHO stores in Spain. Should you choose to withdraw from the Contract, we will return all payments received from you and process said refund.

#### **17.4 Returns in the Canary Islands, Ceuta and Melilla**

If you would like to exchange or return a product that was delivered to the Canary Islands, Ceuta or Melilla, you can do so in person at any OYSHO store, in accordance with the provisions of this clause. If you are unable to do so, you must contact us on (+34) 900 456 004 so that we or one of our representatives can arrange for a courier to collect the product, or you must return the product at your own expense.

#### **17.5 Returning defective products**

In the event that, at the time of delivery, you deem the product to not comply with the provisions of the Contract, you must contact us immediately via our contact form, providing details of the product as well as the damage it has suffered, or by calling us on (+34) 900 456 004, where we will inform you of how to proceed.

The product can be returned to any of our OYSHO stores in Spain, to any of the authorised delivery points in Spain, or by sending it to the aforementioned address.

We will examine the returned product thoroughly and inform you by email or telephone within a reasonable deadline whether we will be refund you or replace the product (where applicable). We will refund you or replace the product as soon as possible and, in any case, within 14 days from the date on which we send you an email confirming that we will refund you or replace the defective item.

The sums paid for products that are returned due to a fault or defect, should this actually exist, will be refunded in full, including the shipping fees charged for delivering the product to you and any costs you incurred in returning it to us. The refund will be made using the same payment method as was used to pay for the order, unless a gift receipt is submitted for the return. In this case, the refund will be made via an OYSHO gift card or voucher issued by OYSHO España, S.A. This does not affect your legal rights.

#### **17.6 Right of withdrawal and returns for foreign orders.**

If you placed an order through the Platforms from a Member State of the European Union other than Spain, Clauses 16.1, 16.2, 16.3 and 16.4 will apply with the restriction that returns arranged by us via a courier can only take place from the original delivery address in Spain.

In addition, you are hereby informed that under no circumstances (with the exception of the provisions of Clause 16.5, to which this clause does not apply) will we be obliged to refund shipping costs other than those incurred to the original delivery address in Spain or returns costs from a location outside Spain.

### **18. WARRANTIES**

If you enter into the Contract as a consumer and user, we offer you warranties over the products that we sell through the Platforms, under the legally established terms for each type of product, responding to a lack of compliance that appears in said products within two years from the delivery of the product.

Products are understood to comply with the Contract when (i) they match the description provided by us and possess the qualities that we have presented on the Platforms, (ii) they are suitable for the uses ordinarily intended for products of the same type, and (iii) they are of the usual quality and provide the usual features that are reasonably expected for products of the same type. In this respect, if any of the products do not comply with the Contract, you must inform us using the procedure outlined in Clause 16.5 and through any of the means of communication available for this purpose.

The products that we sell, in particular artisan products, can often present the characteristics of the natural materials used to make them. These characteristics, such as variations in the grain, texture, knots and colour, will not be deemed to be defects or faults. Rather, their presence should be expected and valued. We only select products of the highest quality, but natural characteristics are inevitable and should be accepted as part of the product's individual appearance.

## **19. LIABILITY AND EXCLUSION OF LIABILITY**

Unless expressly stated otherwise in these Conditions, our liability with regard to any product purchased on our Platforms will be strictly limited to the purchase price of said product. Nevertheless, and unless provided for otherwise in law, we will not accept any liability for the following losses, irrespective of their cause:

- loss of income or sales;
- loss of trade;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data; and
- loss of management time or office hours.

Due to the open nature of the Platforms and the possibility of digital data storage and transmission errors occurring, we do not guarantee the accuracy and security of the data transmitted or obtained through the Platforms unless expressly established otherwise on said website.

## **20. INDUSTRIAL AND INTELLECTUAL PROPERTY**

You acknowledge and agree that any copyright, registered trademark or other industrial or intellectual property right over the materials or content provided on the Platforms belongs at all times to us or to those who have granted us a licence for its use. You may make use of said material only in the manner expressly authorised by us or those who have granted us a licence for its use. This will not prevent you from using the Platforms as necessary to copy the information about your order or contact details.

## **21. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS**

You must not misuse the Platforms by intentionally infecting them with viruses, Trojan horses, worms, logic bombs or any other technologically harmful or damaging program or material. You must not attempt to gain unauthorised access to the Platforms, the server on which they are hosted, or any server, computer or database related to our Platforms. You commit to refrain from attacking the Platforms with a denial-of-service attack or a distributed denial-of-service attack. Failure to comply with this clause could constitute an offence. We will inform the competent authorities of any such offences and will cooperate with them to identify the attacker. Likewise, should you breach of this clause, you will immediately cease to be authorised to use the Platforms. We will not be held liable for any damage or harm arising from a denial-of-service attack, a virus or any other technologically harmful or damaging program or material that may affect your computer, IT equipment, data or materials as a result of using the Platforms or downloading content from this website or any websites to which they redirect.

## **22. LINKS FROM OUR PLATFORMS**

In the event that our Platforms contain links to other websites and third party material, said links are provided for information only; we have no control whatsoever over the content of said websites or materials. We therefore accept no liability whatsoever for any harm or damage arising from its use.

## **23. WRITTEN COMMUNICATIONS**

The applicable law requires some of the information or communications we send you to be in writing. By using the Platforms, you consent to the majority of such communication with us being electronic. We will contact you by email or provide you with information by displaying notices on the Platforms. For contractual purposes, you consent to using this electronic means of communication and acknowledge that any contract, notification, information or other communication that we send you electronically complies with the legal requirement of being in writing. This condition does not affect your legal rights.

## **24. NOTIFICATIONS**

The notifications that you send us should preferably be sent through our contact form. In accordance with the provisions of Clause 22 and unless stipulated otherwise, we may send communications either by email or to the postal address you provided when placing your order. Notifications will be deemed to have been received and made correctly at the time at which they are displayed on our Platforms, 24 hours after being sent by email, or three days after the postage date of any letter. To prove that the notification has been sent, it will be sufficient to prove, in the case of a letter, that it was correctly addressed, correctly stamped and duly delivered to a post office or post box and, in the case of an email, that the email was sent to the email address specified by the recipient.

## **25. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The Contract is binding both for you and for us, as well as for our respective successors, assignees and transferees. You may not transmit, assign, encumber or in any other way transfer a contract or any of the rights or obligations arising from said Contract without obtaining our prior consent in writing. We may transmit, assign, encumber, subcontract or in any other way transfer a contract or any of the rights or

obligations arising from said contract at any time during its term. For the avoidance of doubt, said transmissions, assignments, encumbrances or other transfers will not affect the rights, where applicable, to which you as a consumer are entitled, nor will they cancel, reduce or limit in any other way the warranties, both express and tacit, that we have granted you.

## **26. EVENTS BEYOND OUR CONTROL**

We will not be held liable for any failure to comply or delay in complying with any of the obligations assumed, when said failure or delay is due to events beyond our reasonable control (“Causes of Force Majeure”). The Causes of Force Majeure will include any act, event, failure to act, omission or accident that is beyond our reasonable control, including: 1. Strikes, lockouts or other activist measures. 2. Civil unrest, revolution, invasion, terrorist threat or attack, war (declared or not) or threat of or preparations for war. 3. Fire, explosion, storm, flooding, earthquake, subsidence, epidemic or any other natural disaster. 4. Impossibility of using trains, boats, aircraft, motor transport or other means of public or private transport. 5. Impossibility of using public or private telecommunication systems. 6. Acts, decrees, legislation, regulations or restrictions by any government or public authority. It is understood that obligations will be suspended during the period in which the Force Majeure continues, and we will have an extension of the deadline to comply with said obligations for a period of time equal to the duration of the Force Majeure. We will put in place all reasonable measures to mitigate the Force Majeure or to find a solution that will allow us to comply with our obligations despite the Force Majeure.

## **27. WAIVER**

The lack of requirement on our part of strict compliance on your part of any of the obligations assumed by you under a contract or the present Terms and Conditions, or our not exercising the rights or actions that may correspond to us pursuant to said contract or Terms and Conditions, does not imply a waiver or any limitation in relation to said rights or actions, neither does it exonerate you from complying with such obligations. A waiver on our part of a right or specific action does not imply a waiver of other rights or actions arising from a contract or the Terms and Conditions. No waiver on our part of any of the present Terms and Conditions or the rights or actions arising from a contract will take effect unless it is established expressly that it is a waiver and is formalised and communicated to you in writing in accordance with that established in the above Notifications section.

## **28. PARTIAL ANNULLMENT**

If any of the present Terms and Conditions or any provision of a contract are declared null and void by firm resolution dictated by a competent authority, the remaining Terms and Conditions will remain in effect, without being affected by the aforementioned declaration of annulment.

## **29. FULL AGREEMENT**

The present Terms and Conditions and the whole document referred to in the same, constitute the entire agreement between you and us in relation to the object of the same and replace any other agreement or promise made previously between you and us, whether verbal or written. You and we acknowledge having consented to the conclusion of a contract without having engaged in a statement or promise made by the

other party, or which could be inferred from any verbal or written statement in the negotiations filed by both parties previously, unless explicitly mentioned in these Terms and Conditions. Neither you nor we will take any action against any uncertain verbal or written statements made by the other party, before the date of a contract (unless said uncertain declaration has been made fraudulently) and the only action the other party may take will be for breach of contract in accordance with the provisions of these Terms and Conditions.

### **30. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS**

We reserve the right to modify these Terms and Conditions. The modifications made will not be retroactive.

If you do not agree with the modifications made, we recommend you do not use our Platforms.

### **31. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our Platforms and contracts for purchasing items through these Platforms, is regulated by Spanish legislation. Any dispute that arises or in connection with the use of the Platforms or with the aforementioned contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts and tribunals. If you are contracted as consumer, nothing in the present clause will affect the rights recognised by current legislation.

### **32. FEEDBACK, SUGGESTIONS, COMPLAINTS AND CLAIMS**

Your feedback and suggestions will be welcome. Please send us comments and suggestions as well as any query, complaint or claim, using our contact form, by telephone or to the postal or email addresses provided in Clause 2 of the present Terms and Conditions. Also, we have official claim forms available to our customers and users. You can request them by using our contact form or by phoning (+34) 900 456 000.

Your complaints and claims regarding our customer services will be attended to as quickly as possible and, in all cases, within a timeframe of one month. Likewise, they will be registered with a password that we will notify you of, which you can use to track them. If you, as a consumer, consider your rights have been violated, you can send us your complaints via email at [contact\\_es@oysho.com](mailto:contact_es@oysho.com) in order to request an out-of-court dispute settlement.

If the purchase between you and us was made online through our Platforms, in accordance with EU regulation no. 524/2013, we inform you that you have the right to request an out-of-court settlement of consumer disputes, accessible via the Internet address <http://ec.europa.eu/consumers/odr>.

Last updated: 02/06/2021

**ANNEX 1**  
**Withdrawal form template**

**(Only complete and send this form if you wish to withdraw from the contract)**

FAO OYSHO España, S.A. operating under the trade name of OYSHO, Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona, Spain, fax: (+34) 937667672, email: contact\_es@oysho.com

I hereby withdraw from the sales contract for the following item:

Ordered on/received on (\*):

Consumer name:

Consumer address:

Consumer signature (only if a paper form is being submitted)

Date:

(\* ) Delete as applicable

## TERMS AND CONDITIONS OF USE OF THE 'OYSHO' APP FEATURES

The present Terms and Conditions (hereinafter the "Conditions") are specific additional regulations for the [www.oysho.com](http://www.oysho.com) Conditions of Use and Purchase, the access to and use of the services and the different features available on the OYSHO brand App (as defined below).

As part of the App services, there is: (i) the option to acquire products through the App, which is considered an Online Store purchase, and is therefore, subject to the [www.oysho.com](http://www.oysho.com) Conditions of Use and Purchase; (ii) the option to manage payments for purchases (hereinafter "Wallet") made in physical OYSHO stores (hereinafter and where applicable, the "Physical Store" or the "Physical Stores"); (iii) the management of receipts for purchases made in online OYSHO stores (hereinafter "Online Store"), both of which are operated in Spain by OYSHO ESPAÑA S.A., (N.I.F. A15026347), registered address at Avenida de la Diputación, Edificio Inditex, Arteixo, 15143, A Coruña; (iv) as well as the option to obtain the e-receipt or electronic proof of purchase, by showing the exclusive QR for this purpose in OYSHO Physical Stores.

### 1. GENERAL OVERVIEW OF THE SERVICE

#### 1.1. Acquisition of products on [www.oysho.com](http://www.oysho.com) through the App

The App allows customers to acquire products from the App on [www.oysho.com](http://www.oysho.com), therefore the purchases are considered Online Store purchases and are subject to the [www.oysho.com](http://www.oysho.com) Conditions of Use and Purchase, which must be accepted at the time of purchase.

#### 1.2. Wallet Feature

By using the Wallet feature, you can:

- i. **Have access to e-receipts** relating to your purchases in Physical Stores when payment is made by Wallet or they have been requested or generated according to that indicated in sections (iv) and (v) below. Likewise, you will have access to e-receipts from the Online Store;
- ii. **Management of payment cards and gift cards:** it allows you to add the cards that you will be using for payments you make using the Wallet in Physical Stores. If there are already cards stored during the fast checkout option when making purchases on line, these will be available automatically to ease their activation as a card for Wallet payments.

By including the details of a new card, you are authorising us to carry out a validity check on your cards and gift cards whose details you wish to store. To do this, we may make a micropayment with your card through the security system.

The amount of said micropayment will be reimbursed within a maximum of one month from the date the payment was made. As well as managing your own cards, based on the security measures activated on device on which you are using the App, Wallet may ask you to create a password associated to them.



- iii. **Making payments using Wallet:** to manage payments using Wallet in Physical Stores with the facility to do so, you should follow the instructions provided by the store staff.

In all cases, please bear in mind that to make a payment using Wallet, you should present the QR code generated by the App for checking by staff and to be read by the technical facilities in the till zone in the Physical Store.

Based on the security measures activated on device on which you are using the App, Wallet may ask you to enter a Wallet Password in order to generate the QR code needed to manage the payment.

For payments made using Wallet you acknowledge and accept that you will be given an e-receipt and that you will not be given a paper receipt. When you make a payment using Wallet in a Physical Store, this will be charged to the card you selected in the Service when making the payment.

The items will be delivered when you authorise the payment for their purchase by showing the store staff the QR code and the card is read by the device in the till zone at the Physical Store.

The purchase you are paying for with Wallet, will be regulated, in all cases, by the Terms and Conditions of purchase of the corresponding Physical Store. In this regard, any complaint related to the contract between you and the corresponding Physical Store should be directed to OYSHO ESPAÑA, S.A, or when it is applied in a specific case, for example, because a purchase has been made in Physical Stores in countries other than Spain with the corresponding company. Wallet is a free service.

However, your card provider may charge commission for payments made with the same. Please consult the terms of the contract with your card provider for more information. Likewise, your telecommunication services operator may charge for the use of the telecommunications network through which you access the Wallet.

Please consult the terms of the contract with your Internet provider for more information. You may only use the Wallet to make payments in the indicated establishments. The use of the Wallet for other purposes is strictly prohibited.

We therefore reserve the right to remove you as a user and, to this effect, cancel your account and require the responsibilities pertaining to the user who makes improper or fraudulent use of the same, or does not comply with the regulations and procedures contained in the present Wallet Terms and Conditions and/or other legal texts applicable to Wallet, the App and/or the Service.

- iv. **“Scanning” receipts:** starting with a paper format receipt, a digital copy of said receipt can be generated by scanning the QR code printed on the receipt. From now on, you may make returns at the Physical Stores using said receipt; under the Terms and Conditions which are applicable at all times, according to the OYSHO sales policy, and in all cases, in compliance with current legislation.

- v. **Obtaining an e-receipt:** when you make payments in Physical Stores, you can request an e-receipt. To do this, you should show the QR code that will be shown on the App for that purpose and the receipt will be sent automatically to the App.

From then, you may make exchanges and returns at the Physical Stores using said receipt; in the Terms and Conditions which are applicable at all times, according to the OYSHO sales policy, and in all cases, in compliance with current legislation.

In this case, a paper receipt will not be issued. **Therefore, it is essential that you understand that by using this QR, you are expressly requesting the issue of an e-receipt or proof of purchase in digital format and acknowledging that you will not receive it in paper format. In any case, you can request a receipt in paper format if you need it, by contacting our Customer Service, through any of the means of communication stated on the OYSHO website.**

In any case, in respect of any of the Wallet functions, the current regulations on e-receipts, or anything else applicable, will always be given priority over these Terms and Conditions.

If you decide to unsubscribe as a user, you will have the option to request, during the unsubscription process, that all receipts stored on the App be sent to the email address you provide.

### **1.3. Specific function for obtaining an e-receipt for purchases in Physical Stores**

If you are a registered user and therefore have the App installed, but you do not wish to register card payment details (within the Wallet feature), an exclusive QR code will appear automatically in the app so you can receive the e-receipt and proof of electronic payments on the App.

**By using this QR, you are expressly requesting the issue of an e-receipt or proof of purchase in digital format and acknowledging that you will not receive it in paper format. In any case, you can request a receipt in paper format if you need it, by contacting our Customer Service, through any of the means of communication stated on the OYSHO website.**

## **2. AVAILABILITY OF SERVICES OFFERED ON THE APP**

Always respecting applicable legislation, we reserve the right to modify, suspend or delete, at any time and at their sole discretion and without prior notification, whether with general character or in particular for one or more users, any or all of the OYSHO App functions, as well as modifying, suspending or deleting, in the same terms, the availability of all or part of the Service.

## **3. LIABILITY**

Except in those cases where legally there is a limited liability exclusion, we are not responsible for any damages that may affect you arising from the use of the various features of the OYSHO App.

You commit to using the OYSHO App solely for the purposes for which it is designed and therefore not making improper or fraudulent use of it, being liable for any damages that may occur due to improper use of the App.

You will be liable in the following cases:

a) when applicable, the equipment or terminals associated with the App, SIM cards, email addresses and/or any of the Passwords were used on your behalf by a third party with your authorisation but without our knowledge.

b) when you are using the various features of the App, if errors or failures occur as the consequence of a fault in your hardware, software, devices or terminals or not installing the necessary security software on the device on which you use the App.

#### **4. INTELLECTUAL PROPERTY RIGHTS, INDUSTRIAL PROPERTY RIGHTS, AND OTHER RIGHTS RELATING TO THE APP.**

Any of the elements that form part of, or are included in, the App or Wallet, are the property of or are under the control of the Company or third parties who have authorised their use. All this, as a whole, will be referred to hereinafter as the "Property".

The user agrees to not remove, delete, alter, manipulate or in any way modify:

- All text, images, indications or symbols which either the Company or legitimate owners of the rights include in their property including intellectual or industrial property (such as copyright, ©, ® and ™, etc.).

- The technical protection or identification devices that may contain the Property (such as watermarks, digital fingerprints, etc.). The user acknowledges that under these Terms and Conditions, the Company does not assign nor transfer to the user any right over its Property, or over any property of third parties.

The Company only authorises the user to access and use them in accordance with the terms indicated in these Terms and Conditions.

Users are not authorised to copy, distribute (including emails and Internet), broadcast, communicate, modify, alter, transform, assign or, in any other way display activities that involve the commercial use of the Property, either partially or totally, without the express consent, granted in writing, of the legitimate owner of the licensing rights.

The access and use of the Property will always be done for strictly personal and non-commercial purposes.

The Company reserves all applicable rights on the Property including, but not limited to, all the intellectual and industrial property rights it holds over them.

The Company does not grant any other license or authorisation of use to the user on its Property other than that expressly detailed in this clause. The Company reserves the right to terminate or modify at any time and for any reason, the licenses granted under these Conditions.

Nevertheless, the Company may take legal action against any use by the user that:

- does not comply with the Terms and Conditions herein;
- infringes or violates the intellectual and industrial property rights or similar of the Company or of any other legitimate third party owner, or infringes any applicable regulation.

Last updated: 13/10/2020