

## **OYSHO IRELAND**

### **TERMS AND CONDITIONS**

#### **1. INTRODUCTION**

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of items through this website (hereinafter, the "Terms"). Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "Data Protection Policies") prior to using this website. By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that you use this website or at the time of the formation of the Contract (as defined below) shall be the applicable ones. By purchasing any item from this website, you enter into a contract with us on these terms.

#### **2. OUR DETAILS**

Your contract for sale of items through this website is with FASHION RETAIL, S.A., a Spanish company with registered office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), Spain, registered with the Companies Register of A Coruña, on Volume 3.425, General Section, Sheet 49, Page C-47.731, 1st entry, with VAT No. IE 2986252CH ("us"/"we"/"our"/"Fashion Retail"). Fashion Retail, part of the Inditex group of companies, sells items through this website under the OYSHO name. You may contact our customer service department by calling our freephone number 1800 553430, or filling out the contact form on our website, or by emailing us at [contact\\_ie@oysho.com](mailto:contact_ie@oysho.com).

#### **3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE**

The personal details or information you provide shall be processed in accordance with the Data Protection Policies. The use of this website implies your consent for the processing of this information or details, and you confirm that all the information and details you have provided to us are true and accurate.

#### **4. USE OF OUR WEBSITE**

By using this website and placing orders through it, you agree to the following:

- i. to use this website solely to consult the information therein and to place legally valid orders.
- ii. not to place any speculative, false or fraudulent orders. In the event that we have reasonable grounds to believe that any order of this type has been placed, we shall be authorized to cancel it and inform the relevant authorities.
- iii. to provide us with a correct and accurate email and postal address and/or any other contact details and to acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies ).

If you do not give us all the information that we need, we may not be able to complete your order. By placing an order on this website, you are declaring that you are over 18 years of age and are legally eligible to enter into a contract.

#### **5. AVAILABILITY OF SERVICE**

The items offered via this website are only available for delivery to the Republic of Ireland.

If you wish to order items from another EU member state outside of the Republic of Ireland via this website, you are of course welcome to do so, however the ordered items can only be delivered to a delivery address within the Republic of Ireland.

## **6. HOW THE CONTRACT IS FORMED**

The information in these Terms and the details contained on this website do not constitute an offer of sale but rather an invitation to enter into a contract. There shall be no agreement between you and us in relation to any item until we expressly accept your order. If your offer is not accepted, any charge already made to your account shall be fully refunded.

In order to make an order, you must follow the online purchase procedures and click on "Place order" to submit the order. You will then receive an email confirming receipt of your order (the "Order Confirmation"). Please remember that this does not mean that your order has been accepted as this represents an offer that you have made to us to purchase one or more items. All orders are subject to acceptance by us, and we will confirm this acceptance to you by sending you an email that confirms that the item is being sent (the "Shipping Confirmation"). The purchase contract between you and us (the "Contract") will only be formed once we send you the Shipping Confirmation.

Only those items listed in the Shipping Confirmation will be subject to the Contract. We will not be obliged to supply you with any other item that may have been party of your order until we confirm that these have been sent in a separate Shipping Confirmation.

## **7. ITEM AVAILABILITY**

All orders for items are subject to availability. Therefore, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of the same or higher quality and value which you can order. If you do not wish to order these substitute items, we will refund any amounts you may have paid.

## **8. REFUSAL OF ORDER**

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

## **9. DELIVERY**

Subject to availability (see clause 7 above) and unless there are any exceptional circumstances, we will endeavour to send the order containing the items listed in each Shipping Confirmation by the delivery date which appears on the Shipping Confirmation or, if no estimated delivery date is given, within 30 days of the date of the Order Confirmation. If we fail to deliver the items within 30 days of the date of the Order Confirmation, you may cancel the Contract and we will reimburse you the price paid for the items and any delivery costs paid.

Nevertheless, delays may occur for reasons such as customisation of the item, unforeseen circumstances, or the delivery area. If for any reason we are unable to meet the delivery date, we will contact you as soon as possible and give you the option of continuing with the purchase, setting a new delivery date or alternatively, of cancelling the order with a full refund of the amount paid. With regard to the virtual gift card, we will send it on the date indicated by you when you place your order.

Please bear in mind that in any event we will not make home deliveries on Saturdays or Sundays, except for virtual gift cards, which will be delivered on the date indicated by you.

For the purpose of these Terms, "delivery" or "delivered" will be deemed to have occurred at the time you or a third party nominated by you acquires physical possession of the items, which will be evidenced by signing for the receipt of the items at the agreed delivery address. The virtual gift card shall be deemed to be delivered in accordance with the Terms and Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

#### **10. UNABLE TO DELIVER**

If we are unable to deliver, Your item(s) will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day. If after 15 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we will assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. This clause will not apply to the virtual gift card for which the delivery will be governed by the Terms and Conditions of the Gift Card and clause 9 above.

#### **11. TRANSMISSION OF RISK AND OWNERSHIP**

You will be responsible for the risks involved with the items once they are delivered.

You will acquire ownership of the items once we receive the full payment of all amounts due in relation to the same, including delivery fees, or alternatively upon delivery (in accordance with the definition contained in clause 9) if it takes place at a later time.

#### **12. PRICE AND PAYMENT**

The price of the items shall always be that stipulated on our website, except in cases of obvious error. Although we make every effort to ensure that all prices featured on this website are correct, errors may occur. If we discover an error in the price of any of the items that you have ordered, we will notify you as soon as possible and give you the option of either reconfirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and you will receive a full for the amounts that have been paid.

We are not obliged to supply any item(s) at an incorrect lower price (even if we have sent you the Shipping Confirmation) if the price error is obvious and could have been reasonably recognised by you as incorrect.

The prices given on this website are inclusive of VAT but do not include delivery costs, which will be added to the total amount due as set out in our Shopping Guide - Delivery.

Prices may change at any time, but (except as set out above) this will not affect orders for which we have already sent you an Order Confirmation. Therefore, except as provided above, price adjustments on previous orders are not permitted.

Once you selected the items, all the items that you wish to purchase will be added to your shopping bag. The next step is to go through the checkout process and make the payment. To do this, you must follow the steps indicated in the purchase process, filling in or checking the information required in each step. During the purchase process, before making payment, you may modify the details of your order. A detailed description of the purchase process is shown in the Shopping Guide. Also, if you are a registered user, you can find details of all of the orders you have placed in the "My Account" area.

You can pay with Visa, MasterCard or American Express credit cards, Oysho Gift card or voucher, or PayPal.

In order to minimise the risk of unauthorised access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorisation on your card in order to ensure that there are sufficient funds in order to complete the transaction. No charge will be made to your credit card until your order has been dispatched for delivery. However, if you pay using PayPal, a gift card or a voucher issued by Oysho España, S.A. or by Fashion Retail, S.A., payment will be charged as soon as we confirm the order.

By clicking on "Place Order" you confirm that the credit card is yours or that you are the legitimate holder of the gift card or the voucher.

Credit cards will be subject to verification and authorisation by your card issuer, but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a contract with you.

### **13. BUYING ITEMS AS A GUEST**

This website also allows you to make purchases as a guest. Using this method, you will only be asked for the information that is necessary to process your order. Once the purchase process is complete, you will be offered the possibility to register as a user, or to continue as an unregistered user.

### **14. EXPRESS CHECKOUT**

You can use the express checkout feature ("Express Checkout") to make it easier for you to shop on this website, as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the View Basket section.

To use Express Checkout you will have to save your card information. You can do this when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option. This will result in your card number and card expiry date being saved.

To save your card information and use Express Checkout, you will have to accept the Privacy Policy.

By agreeing to use Express Checkout, you give your authority that purchases paid through Express Checkout will be charged to your linked card. Card usage will be governed by the terms and conditions you have agreed to with your card issuer.

You can save the details of as many cards as you like in Express Checkout; to do so you must have made at least one payment with each of them. If you have card information saved for more than one card, the card whose information was saved most recently will be considered your "Favourite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favourite Card in the My Account section of this website.

To use Express Checkout, all you need to do is click on the "Express Checkout" button that appears in the Shopping Basket. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information, do not complete the purchase. To make purchases using different details, please do not use Express Checkout.

You can change your Favourite Card linked to Express Checkout in the My Account section of this website.

The provisions of this clause will not apply if you are buying items as a guest.

## **15. VALUE ADDED TAX**

All purchases done through this website are subject to the statutory Value Added Tax (VAT). The prices on this website include VAT.

## **16. EXCHANGE AND REFUNDS POLICY**

You may cancel your order for any reason up to 1 month from the date on which you receive the Shipping Confirmation, by notifying us of your decision to cancel using the following contact details: by calling us on 1800 553430, or through the online contact form on our website. To meet the cancellation deadline, it is sufficient for you to have sent your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you have been charged for any items, we will process a refund, which will include the cost of standard delivery to the original delivery address. Please refer to our Returns and Exchanges Policy in our Shopping Guide for further information.

Return of gift cards is governed by the Terms and Conditions of the Gift Card.

You do not have the right to cancel the Contract when it is for the delivery of any of the following categories of "Excluded items":

### **Excluded Items**

1. Items that have been made to your specifications or clearly personalised.
2. Sealed audio recordings, sealed video recordings or sealed computer software, once they are unsealed/unwrapped after you have received them
3. Sealed items that are not suitable for return for health protection and hygiene reasons (eg underwear, swimwear, earrings, socks, fragrances, hosiery, and sealed packs of leggings), and that have been unsealed after delivery, or if the hygiene label is no longer in place.

Specific terms apply to the following items, due to their particular characteristics:

Multipacks of products such as knickers or socks – these are considered to be one single item. The packaging must be unopened and no partial packs or single items can be returned.

Knickers, thongs and cheekies are in contact with intimate parts of the body and are delivered with a protective seal that prevents them from being tried on or worn. You must not remove or rip this small plastic strip if you wish to return the item. If the plastic strip is not intact, it will not be eligible to be returned.

Swimsuits and bikinis – all swimwear will be delivered with a protective seal or sticker so that you can try it on without the fabric coming into direct contact with your skin. If you wish to return any of these items, you must not remove this seal, and the garments must not be torn, stained or damaged.

Fashion jewellery and hair accessories – must be returned in their original packaging, and must never have been opened or worn.

Premium jewellery and corsetry, adhesive accessories – no exchanges or refunds

Removable cups – no exchanges or refunds

Cosmetic products – no exchanges or refunds

When you receive the items, you may handle them to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop. Items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and any labels or tags must be intact. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the items.

In the event of any doubt regarding the condition of returned items, the opinion of Oysho.com's specialised staff will prevail. This will be following an inspection of the item, in order to prevent fraudulent return of items that have been worn or damaged.

Please return the items using or including all their original packaging, instructions, and other documents, if any, accompanying the items.

## **Returns Methods**

You can return an item by dropping it off at your local An Post in the Republic of Ireland, which should not entail any additional cost to you. In order to do this, you should request a return by means of the "drop off return" option in the "My Account" section of this website. We will email to you a pre-paid return label that must be attached to your parcel before you drop your parcel off at your local An Post. You must send the item in the same packaging that you received it, and follow the directions on the "Returns" section of this website. If you have bought any items as a guest, you can request the pre-paid postage label by following the link to the returns process that was contained in both the Order Confirmation and Shipping Confirmation emails.

If you do not wish to use this free return method, you will have to be responsible for the return costs. You should send the item to the following address: Synergy Retail Support Ltd, Ravens Way, Crow Lane Industrial Estate, Northampton, NN3 9UD, UK. You will also need to include with your item a print out of the E-ticket that was attached to the Shipping Confirmation, which is also saved under "Your Account" on the website and on the App. Please bear in mind that if you wish to return the items to us freight collect/cash on delivery, we may charge you any costs incurred in such return.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the items which the relevant parcel consisted of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding this, we may withhold the reimbursement until we have

received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earlier. The refund will always be paid using the same payment means you used to pay for your purchase.

You are responsible for the cost and risk of returning the items to us, as indicated above.

If you have any questions, you can contact us by calling 1800 553430 or via the contact form on our website.

### **Returns of defective items**

If the item that you have received is defective, please notify us by calling 1800 553430 or by using the contact form on our website, and return the item as described above. Please provide proof of purchase, for example a copy of the E-ticket attached to the Shipping Confirmation. We will examine the item and if we deem it to be defective, we will provide a full refund including delivery charges, and the refund will be paid using the same means of payment that you originally used to pay for your purchase. These provisions do not limit any applicable statutory rights.

### **RIGHT OF WITHDRAWAL**

You have the right to withdraw from your order within 14 days, without giving any reason, although please note you have no right to withdraw items that are classed as 'Excluded Items' as mentioned above. The withdrawal period is counted from the day of the delivery of the last item(s) in your order. The easiest way to exercise your right of withdrawal is to contact us by calling 1800 553430 or by using the contact form on our website, and returning the goods to us using the returns method described above.

However, to meet the withdrawal deadline, it is sufficient for you to let us know about your decision to withdraw from your order before the withdrawal period has expired.

You may also use the model cancellation form as set out in the Appendix to these terms, although it is not obligatory.

If you have ordered items from outside the Republic of Ireland, from another EU member state via this website, then:

- The provisions of this Clause 16 shall apply regarding withdrawal, returns and exchanges; and
- We are under no obligation to repay shipping costs to destinations other than to the original Republic of Ireland delivery address, nor will we repay the return costs from destinations outside the Republic of Ireland;

except if the item is defective, in which case the provisions of the paragraph above entitled "Returns of defective items" will apply in all cases.

### **Effects of withdrawal**

We will refund all payments received from you, including the costs of our standard delivery option to the original delivery address, without undue delay and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. We will use the same means of payment that you used to pay for your order and this will not cause you any extra fees.

We may withhold the refund until we have received the items back, or you have supplied evidence of having sent back the items, whichever is the earlier.

You must send back the items or hand them over to us without undue delay, and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. Please use the returns method described above, and you will need to bear the cost of returning the items to us.

You are only liable for any diminished value of the items resulting from their handling, other than that which is necessary to establish the nature, characteristics and functioning of the items.

## **17. LIABILITY AND DISCLAIMERS**

Nothing in these Terms shall exclude or limit in any way our liability:

- a. For death or personal injury caused by our negligence;
- b. For fraud or fraudulent misrepresentation; or
- c. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the items for domestic and private use. If you use the items for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering items to you that: (i) comply with the description given by us and possess the qualities that we have presented in this website, (ii) are fit for the purposes for which items of their kind are normally used and (iii) show the quality and performance which are normal in items of the same type and can which can reasonably be expected.

We warrant to you that any item purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest



quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the item. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

#### **18. INTELLECTUAL PROPERTY**

You hereby acknowledge and consent that all copyright, trademark and other rights related to intellectual property in relation to material or content provided as part of the website corresponds to us or to third parties to whom we have granted a license for its use at all times. You are permitted to use this material only as expressly authorised by our licensors or us. This will not prevent your use of this website to copy the details of your order or Contract details.

#### **19. VIRUSES, HACKING AND OTHER COMPUTER SECURITY ATTACKS**

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately. We will use reasonable care and skill to ensure that the website and App are safe, secure and free from bugs, viruses and other defects. Except to the extent it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects.

#### **20. LINKS FROM OUR WEBSITE**

If our website contains links to other websites and third party materials, please note that these links are for information purposes only. We have no control over the contents of any such websites or materials and therefore accept no liability for any damage or loss arising from their use.

#### **21. WRITTEN COMMUNICATIONS**

Legislation requires that some of the information or communications we send to you to be in writing. By using this website, you accept that most of our communications will be in electronic format. We will contact you by email or provide you with information by posting alerts on this website. For contractual purposes, you consent to the use of this electronic means of communication and accept that any contract, notification, information and other mailings that we send you electronically comply with the legal requirements that such communications be in writing. This condition does not affect your statutory rights.

#### **22. NOTIFICATIONS**

All notices given by you to us should be given to us via our email address [contact\\_ie@oysho.com](mailto:contact_ie@oysho.com). In accordance with clause 21, and unless stated otherwise, we are entitled to send you information either by email or to the postal address provided by you when placing the order. Notifications will be deemed received and carried out correctly as soon as they are posted on our website, 24 hours after an email is sent or three days

following the postage date on any letter. In proving the service of any notification, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **23. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract binds both you and us as well as for our respective successors and assignees.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations which resulted from it, without first obtaining our prior written consent. However, you may transfer our guarantee in respect of defective products, which is stated at Clause 15, to a person who has acquired the item.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract any other of the rights or obligations derived from it, at any time during the term of the Contract. For the avoidance of doubt, said transmissions, cessions, levies or other transfers will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit guarantees, whether express or implied, that we may have granted you.

### **24. FORCE MAJEURE**

We accept no liability for any non-compliance or delay in the compliance of any obligations that we assume under a Contract, attributable to events which are beyond our reasonable control ("Force Majeure").

A Force Majeure event includes any act, event, failure to exercise, omission or accident that is beyond our reasonable control including, among others, the following:

- i. Strikes, lock-outs or other industrial action.
- ii. Civil revolts, riot, invasion, terrorist attacks or terrorist threats, war (whether declared or not) or threat or preparation for war.
- iii. Fire, explosions, storms, floods, earthquakes, subsidence, epidemics or any other natural disasters.
- iv. Inability to use railways, shipping, aircraft, motor transport and other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.
- vi. Acts, decrees, legislation or restrictions of any government or public authority.
- vii. Strikes, failures, or accidents involving marine or river transport, postal or otherwise.

It is understood that our obligation to comply with any Contract will be suspended during the period of Force Majeure and we will avail of an extension of time for fulfilling our obligation during said period. We will use all reasonable means possible to bring the Force Majeure event to an end or to find a solution whereby we can comply with our obligations pursuant to the Contract despite the Force Majeure event.

### **25. WAIVER**

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or

if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

## **26. SEVERABILITY**

In the event that these Terms or any provisions of a Contract should be considered invalid, illegal or un-enforceable in any extent by a competent authority, these shall be severed from the remaining Terms and provisions will continue to be valid to the fullest extent permitted by law.

## **27. CONTRACT INTEGRITY**

These Terms and any document to which express reference is made in the same constitute the entire agreement existing between you and us in relation to the object of the Contract and replaces any other prior pact, agreement or promise acquired between you and us, either verbally or in writing.

You and ourselves acknowledge that by entering into a Contract, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such Agreement except as expressly stated in these Terms.

Neither you nor ourselves will take any action regarding any untrue statement made by the other party, either verbally or in writing, prior to the Contract date (unless such untrue statement had been made in a fraudulent manner), and the only action that may be taken by the other party will be due to non-compliance of the Contract in accordance with provisions set forth herein.

## **28. OUR RIGHT TO MODIFY THESE TERMS**

We have the right to review and modify these Terms at any time. You will be subject to the current policies and Terms each time you use this website or place an order, except in the event that we are required to make changes to said policy, Terms or Data Protection Policies due to legislation or the decision of governmental bodies. In which case, any potential changes will also apply to any orders previously placed by you.

## **28. LAW AND JURISDICTION**

The use of our website and the contracts to purchase items through this website are governed by Irish law. Any dispute that arises from or related to the use of the website or those contracts will be subject to the non-exclusive jurisdiction of the Irish courts.

## **29. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are important to us. Please send us your comments and suggestions through our contact form on the website.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address [contact\\_ie@oysho.com](mailto:contact_ie@oysho.com) or via the contact form on our website, or by calling 1800 553430.

If you purchased from us through our website, you may be entitled to seek to settle the consumer dispute with us out-of court, through the EU platform for the online dispute resolution which is available at <http://ec.europa.eu/consumers/odr/>.

Last updated 11 April 2019

## **WITHDRAWAL FORM**

(only fill in and send this form if you wish to withdraw from the contract)

(Complete and return this form only if you wish to terminate the contract)

To Fashion Retail, S.A., operating under the trading name OYSHO, Carretera Tordera - Palafolls s/n, 08490 Tordera, Barcelona, FAX: +34 937667672, [contact\\_ie@oysho.com](mailto:contact_ie@oysho.com):

I hereby give notice that I withdraw from my contract of sale for the following items:

Ordered/received on (\*)

Consumer's name:

Consumer's address:

Consumer's signature (only if this form is submitted on paper)

Date

(\*) Delete as necessary