

OYSHO GIFT CARD GENERAL TERMS AND CONDITIONS OF USE

1. The Gift Card (hereinafter, the “Card”) is the property of the issuer ITX USA, LLC, doing business as OYSHO (hereinafter, “OYSHO”). The holder of the Card is a mere depositary.
2. The Card is only valid in the United States (Puerto Rico and all other US territories excluded) to purchase merchandise being sold at www.oysho.com.
3. The price of the Card can be paid by any of the means of payment accepted at www.oysho.com.
4. Any outstanding balance of the Card may not be refunded or exchanged for cash, except as required by law. The return of any Card that has not been used yet (as used in this Policy, “used” refers to making a purchase with the Card and/or recharging it) shall be accepted, within the following terms, and always in observance of the statutory term provided:
 - Virtual Cards, within thirty (30) days as of:
 - the date of dispatch of the Card via email to the recipient selected at the time of purchase; or

If you elect to return an unused Card as permitted pursuant to the terms herein, the price paid for the Card shall be refunded using the same means of payment used to purchase it. Return of any card purchased abroad or at any www.oysho.com website of any other country shall not be accepted.

5. The Card can be used as often as the holder thereof would like until the total amount has been used up.
6. The remaining balance on the Card shall be the difference between the remaining balance available prior to the purchase, and the relevant amount used up in such purchase(s). Where the purchase price is in excess of the remaining balance on the Card, the difference may be paid through any payment means accepted at www.oysho.com, as the case may be.
7. For purchases made via www.oysho.com, the remaining balance on the card is shown in the information provided upon placing an order. The remaining balance of the Card may be checked at www.oysho.com.
8. Products purchased with the Card via www.oysho.com shall be subject to the purchase terms and conditions shown on the website.
9. In accordance with paragraph 8 above, where appropriate, refunds for products purchased with the Card but that are returned shall be made by OYSHO by crediting the price of the returned product back onto the remaining balance of the Card. However, where the Card no longer exists upon return of the products, the price of such product shall be credited to a Voucher Card.

Refund methods hereunder provided are an essential term, and as such, they are deemed to be expressly accepted upon purchase and/or use of the Card.

10. The Card does not have an expiration date and shall remain valid until all value stored on the Card is used.
11. The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. The Card shall not be replaced in case of theft, loss, or damage thereof. However, OYSHO may replace the Card in case of change of format of the Card.
12. Where the virtual Card is purchased via www.oysho.com, OYSHO shall not be responsible for the non-receipt or the delay in receiving such Card by its intended recipient on grounds beyond OYSHO's control, including, inter alia: (i) the deficiencies or the breakdown of telecommunications lines/systems, (ii) the delay in the transmission of information or data or the loss of information or data which may occur under any of the circumstances provided under letter (i) above; (iii) the inaccuracy of the details of the recipient of the virtual Card provided by the purchaser of the Card; (iv) the non-delivery of the Card at the e-mail address provided, or (v) the fact that the e-mail sent by OYSHO is deemed to be spam or an unwanted e-mail.
13. Cards originally obtained through any unlawful means shall be null and void and they may not be used to purchase products, nor shall the price thereof be refunded.
14. The Card may not be used for the purposes of advertising or promoting products or services marketed by any third party other than the issuer of the Card, unless express prior written consent is given by OYSHO.
15. The purchase and/or use of the Card entails the full acceptance of these terms and conditions, which have been made available to the customer upon purchase of the Card and which are also available at www.oysho.com.

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