

General Terms and Conditions of Business

1 INTRODUCTION

This document (together with the documents mentioned herein) lay down the conditions governing this website (www.oyscho.com) and the purchase of products via this website by consumers within Germany (hereinafter "conditions").

You should read these Terms and Conditions, our [cookies policy](#) and our [data protection declaration](#) (hereinafter referred to jointly as the "Data Protection Policy") carefully prior to using the website. By using the website or placing an order through this website, you are consenting to these Terms and Conditions and our Data Protection Policy. If you do not agree to the Terms and Conditions and the Data Protection Policy, you cannot use this website.

We may change these Terms and Conditions. You are obligated to read through these Terms and Conditions on a regular basis, as the Terms and Conditions that apply are those valid at the time of using the website or at the time of concluding a contract (see below).

If you have any questions about the Terms and Conditions or the Data Protection Policy, you can contact us using our contact details.

You can choose to conclude the contract (see below) in any of the languages, in which the Terms and Conditions are available on this website.

2 OUR DETAILS

The sale of goods through this website is made by ITX Deutschland B.V. & Co. KG, a German company with its registered office at Mönckebergstraße 11, 20095 Hamburg, Germany, registered in the Commercial Register of the Hamburg District Court under HRA 112559 with the VAT identification number DE 275 231 309.

3 YOUR DETAILS AND USE OF THIS WEBSITE

The information and personal details that you provide are processed in accordance with the Data Protection Policy. By using this website, you consent to the processing of your information and details and confirm that all information and details provided are correct and accurate.

4 USE OF OUR WEBSITE

By using this website and placing an order through this website, you agree:

- i. to use the website exclusively for lawful enquiries and orders.
- ii. not to submit any false or fraudulent orders. Should we have reason to believe that such an order has been placed,

we reserve the right to cancel the order and notify the competent authorities thereof.

- iii. When providing us with your correct and complete email address, postal address and/or other contact information, you also declare your agreement that we may use this information to contact you, where necessary, within the scope of your order (see our Privacy Statement).

If you fail to provide us with all of the information that we require, you will not be able to place an order.

By placing an order through this website, you confirm that you are at least 18 years old and have the capacity to conclude a legally binding contract.

5 AVAILABILITY OF SERVICE

Delivery of items offered on this website is only available within Germany; except for the island of Heligoland and the territory of Buesingen.

If you wish to order products from another EU member state outside Germany via this website, you are of course welcome to do so; however, the ordered products can only be delivered to a delivery address within Germany (with the exception of Heligoland and Buesingen).

6 CONCLUSION OF CONTRACT

The information contained in these Terms and Conditions and the details contained in the website do not constitute an offer for sale, but rather, an invitation to conclude transactions. No contract shall exist between you and us in relation to any product until we have expressly accepted your order. If we do not accept your offer, amounts that have already been debited to your account shall be fully refunded.

To place an order, you must complete the online checkout process. See the buyer's guide for a detailed description of the purchase process. Once you have added on or more items that you wish to purchase to your shopping basket, you can proceed with the order. To do this, follow the steps of the purchase process, completing or checking the information required for each step. In addition, you can change the details of your order during the checkout process before payment and correct any errors that may have occurred. The next step is to process the order and make the payment. The ordering process is completed by clicking the "Order subject to payment" button. You will then receive an email from us in which we received your order confirm ("Order Confirmation"). Please note that this does not mean that your order has been accepted, as your order constitutes your offer to buy one or several products from us. All orders require an acceptance from us, which takes place by sending an e-mail to you, stating that the order was sent ("Shipping Confirmation"). A summary of your order details will be added to the Shipping Confirmation ("E-Ticket"). The contract for the purchase of a product ("Contract") shall only be concluded once we have sent you the Shipping Confirmation.

The Contract only relates to those items that are listed in the Shipping Confirmation. We are not obligated to deliver additional items to you that have been ordered, until the shipping of these items has also been confirmed in a further Shipping Confirmation.

If you are logged in as a user, you can find a listing of all the orders you have placed under "My Account".

7 AVAILABILITY OF PRODUCTS

All product orders are subject to availability. In the case of delivery delays or if a product goes out of stock, we reserve the right to provide you with information about replacement products of equal or superior quality and price which you may order. If you do not wish to order these substitute products, we will refund any amounts that you have already paid to us.

The user can check the availability of a specific product on the website. 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 physical store. This information is only valid at the time of enquiry. The enquiry alone does not reserve the product.

8 RESERVATION OF RIGHT TO REJECT AN ORDER

We reserve the right to remove products from the website at any time and withdraw or amend its material or contents. Although we always endeavour to process all orders received by us, extraordinary circumstances can lead to us being required to reject the processing of an order after sending an Order Confirmation. We reserve the right to do so at any time, at our discretion.

We shall not be liable to you or third parties as a result of the removal of products or amendment of material or contents of this website or the rejection of an order after an Order Confirmation has been sent.

9 DELIVERY

Subject to the conditions of clause 7 above, concerning the availability of products and provided that there are no exceptional circumstances, we will endeavour to deliver the products listed in the dispatch confirmation before the requested delivery date, or if no delivery date has been specified, within the estimated delivery time indicated upon selection of the delivery method and in any case, within a maximum period of 30 days from the date of order confirmation.

However delays may occur as a result of customised items, the occurrence of unforeseen circumstances or because of the delivery zone.

For the virtual gift card (hereinafter referred to as "eCard"), delivery shall take place on the date specified by you when placing the order.

Should we not be able to deliver by the delivery date for any reason, we will inform you about this and give you the opportunity to either proceed with the purchase by specifying a new delivery date or to cancel the order with a full refund of the amount already paid. Please note that we do not generally offer home deliveries on Saturdays or Sundays. The only exception to this is the eCard, as it will be delivered on the date that you have specified.

For the purposes of these conditions "delivery" shall be deemed to be completed or the order as "delivered" as soon as you or a nominated third party has taken possession of the goods. This shall be documented by signing the certificate of receipt of the order at the shipping address that you have specified.

The eCard is deemed to be delivered in accordance with the conditions of use for the giftcards at the time it was sent to the email address you specified.

10 UNDELIVERABLE SHIPMENT

If your order cannot be delivered after several attempts for reasons beyond our control, it will be returned to us. In this case, we assume that you wish to withdraw from the contract, which then automatically converts into a debtor/creditor relationship. As a consequence of this, we will immediately, but no later than 14 days after withdrawal, refund all payments received from you, including shipping costs (with the exception of additional costs resulting from the fact that you have chosen a delivery method other than the standard delivery method offered by us).

This clause does not apply to the eCard, the delivery of which is governed by the provisions of the gift card terms and conditions of use and the provisions of clause 8 above. If we are not able to deliver an order after 2 attempts, we will try to find a secure place to leave it. If we are unable to find a secure place, your order will be returned to our warehouse. Furthermore, we will send you a notification with information regarding the whereabouts of your order and how you can arrange redelivery. If will not be at the delivery location at the arranged the time, we kindly request that you contact us in order to arrange the delivery for a different day.

If we have been unable to deliver your order by 30 days after your order was ready to be delivered, for reasons for which we are not responsible, we will assume that you are withdrawing from the contract, which will then automatically covert to a contractual obligation for refund. As a consequence of this, we will reimburse all payments received from you, including the shipping costs (with the exception of additional costs resulting from your selection of a different shipping method other than the standard shipping method offered by us) without delay, but not later than 14 days after withdrawal.

This clause does not apply to the eCard, the delivery of which is subject to the provisions stipulated in the conditions of use for the credit cards and the provisions of clause 9 above.

11 TRANSFER OF RISK AND OWNERSHIP OF THE PRODUCTS

From the time of shipment, you are liable for the products.

The ownership of the products is only assumed after full payment of all the amounts due for the products, including the shipping costs or the delivery (see clause 9 above) has been made.

12 PRICE AND PAYMENT

The purchase price of the products corresponds to the price stated on our website at any time, unless there is an obvious error. Whilst we endeavour to ensure that all of the prices stated on the website are correct, errors may occur. If we determine that the price for a product you have ordered has been stated incorrectly, we will inform you as soon as possible and give you the option to confirm the order again at the correct price, or to cancel it. If it is not possible for us to contact you, the order will be regarded as cancelled and you will receive a full refund of all amounts already paid.

We have no obligation to sell any product to you at an incorrect lower price (even if we have already sent an Order Confirmation to you), if the error in the price is obvious and unmistakable and the incorrectness of the price should have been reasonably recognisable as an error by you.

The prices shown on the website are inclusive of VAT, but exclude delivery costs. These will be added to the total amount due in accordance with the information on shipping costs in our shopping guide. The total price, including the purchase price for the products, shipping costs, and VAT, will be displayed prior to final placement of your order.

We reserve the right to change prices at any time. Unless otherwise specified, price changes will not affect orders placed by you, for which we have already given you an order confirmation.

As long as you have added one or more items you wish to purchase to your shopping basket, you can proceed with the order. In the next step, the order will be processed and payment will be taken. Follow the steps of the purchasing procedure and complete or check the necessary details for each step. You can also change the details of your order during the purchase process prior to payment. A detailed description of the purchase process can be found in the shopping guide. If you are logged on as a user, you can find a list of all orders that you have placed under "My Account".

You may use any of the payment methods shown during the purchase process. In addition, payment can be made with an eCard for the entire amount or a partial amount.

To minimise the risk of unauthorised access, your credit card data is encrypted. As soon as we have received your order, we will request a preliminary approval of the payment from your bank, in order to ensure that the funds needed to conclude the transaction are available. Your credit card will only be charged when your order leaves our warehouse.

If you pay via PayPal, Apple Pay or Sofort payment will be taken when we confirm your order.

By clicking on the "Authorise payment" button, you confirm that you are the legal holder of the credit card or eCard.

Credit cards are subject to validity checks and approval requests by the respective credit card institution. If this institution fails to approve the payment to us, we will not be liable for delays or non-deliveries and may not be able to conclude a contract with you.

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

13 PURCHASING AS A GUEST

You can also make purchases from this website using the Purchase as a Guest function. If you purchase using this method, only the details that are absolutely necessary for processing your order are required. After completing the purchase process you will be asked to choose whether you want to register as a user or proceed as a non-registered user.

14 QUICK PURCHASE

The quick purchase function (hereinafter referred to as "Quick Purchase") makes it easier for you to purchase through this website, because you do not have to enter shipping, invoicing and payment details for every purchase. "Quick Purchase" can be found in the "Shopping basket" area.

To use Quick Purchase, you must register for a customer account and save your card details. You do this when making a payment with any of the credit cards accepted by this website by clicking on "Save my credit card details". The following card details are then saved: card number, name of card holder (as it appears on the card) and expiry date. If you use Quick Purchase, payment must be made by credit card.

To save your card details and use Quick Purchase, you must accept the valid [Data Protection Policy](#) and Terms and Conditions.

By consenting to the use of the Quick Purchase function, you give authorisation for purchases made using the tool to be charged to the relevant card with which the tool is linked. In all cases, use of the card is subject to the written terms and conditions that are agreed between you and your card issuer.

You can save the details of a maximum of 15 cards under Quick Purchase. To do so you must pay with each card at least once. If you wish to save the details of more than one card, the card for which the details were saved last is deemed to be your "preferred card" and will be charged by default when purchasing using Quick Purchase. You can change your "preferred card", which is linked with Quick Purchase, under "My Account" on this website.

To use Quick Purchase, you simply have to click on the "Quick Purchase" button, which is displayed in the shopping basket. A window will then be displayed with the shipping, invoicing and payment details for your purchase. The details contained in this window cannot be edited. If the details are incorrect, do not complete the purchase. If you make purchases using different details, please do not use the Quick Purchase service.

15 RIGHT OF CANCELLATION AND RETURN

15.1 Statutory right of cancellation

CANCELLATION POLICY

Right of cancellation

If you, as a consumer, conclude a contract, you are entitled to cancel it without specifying reasons within the statutory cancellation period.

Your right to return period ends 14 days from the day on which you or a third party appointed by you, who is not the carrier, took possession of the goods or in the case of several items in a separately delivered order, 14 days from the day on which you or a third party appointed by you, who is not the carrier, took possession of the last item.

In order to exercise your right of cancellation you must inform us that you wish to cancel the contract in one of the following ways:

i. By post:

ITX Deutschland B.V. & Co. KG
Mönckebergstr. 11
20095 Hamburg
Deutschland

ii. By email:

contact_de@oysho.com

iii. By telephone:

0800 1888926

If you wish you can use our cancellation form template to do so. In order to comply with the cancellation period, it is sufficient for you to dispatch your notification about exercising the right of cancellation prior to the expiry of the cancellation period.

You do not have the right to cancel in one of the following cases:

- i. Contracts for the supply of goods that are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is relevant or which are clearly tailored to the personal needs of the consumer.
- ii. Contracts for the delivery of audio and or video recordings or computer software in a sealed package, if the seal was removed after delivery,
- iii. Contracts for the delivery of sealed goods that are not suitable for return due to hygiene reasons and that have had their seal broken after delivery.

Consequences of cancellation

If you cancel this Contract, we will immediately refund all payments received from you, including shipping costs (with the exception of additional costs arising because you have chosen a shipping method other than the standard shipping method offered by us) and in any event, no later than 14 days from the date on which this notification about your cancellation is received by us. For this refund, we use the same payment method that you used for the original transaction. Under no circumstances will we charge you for this refund. Notwithstanding the aforementioned, we may refuse the refund until we have received the returned goods or until you have provided evidence that you have returned the goods, depending on which takes place sooner.

You must return or hand over the goods to us immediately and no later than 14 days from the day on which you informed us of your cancellation of the contract. The period shall be deemed to have been complied with if you dispatch the goods prior to the expiry of the period of 14 days.

You bear the direct costs of returning the goods.

You have the following option:

(i) Return by Collection Point (Post or Packing Station)

You must return the products by taking them to a collection point. To do this, go to "My account" and select the items you want to return and their quantity. If your order was placed as a guest, you will be able to access this information through the link included in the order confirmation email.

Then, you will receive an email from OYSHO containing a PDF attachment with a QR which must be shown when returning your parcel at the Drop Off point.

After this step, you need to pack the items either in their original packaging or any other packaging suitable for that purpose.

Finally, please take the package to the Drop Off point.

(ii) Alternatively you can return the goods to the following address at your own expense:

Workshop Tarnowo
Sowia 31
62-080 Tarnowo Podgórne
Polan

If you choose to return the items to us "cash on delivery", please note that we are entitled to charge you for any costs we may incur.

If you decide to return the goods to us at your own expense, we would kindly request that you enclose a printout of the e-ticket attached to the dispatch confirmation email received for the respective item(s) and which is also saved under the "my account" section on our website or in the Osyho app.

Please note that if you make use of the contractual right of return and organise the transportation of the items yourself, i.e. you do not use the return alternatives "returns in collection points" or "returns by courier", you bear the return risk yourself.

We will check the returned items and inform you about your right to a refund for the amounts paid. The refund will take place as quickly as possible, and in any event, within 14 days from the date on which we received notification of your cancellation. Notwithstanding the above mentioned provision, we may refuse the refund until we have received the returned goods or until you have provided proof that you have returned the goods,

whichever is the earliest. The refund will always be made using the same payment method that you used for the payment.

You are only required to cover any loss in value of the goods, if this loss in value is due to handling of the goods that is not necessary for inspecting the quality, characteristics and function of the goods.

(iii) You can return items to any OYSHO store in Germany, provided the store has the same product section as that of the item you wish to return.

In such a case, we ask you to come to the store with the item to be returned and the e-ticket that was attached to the dispatch confirmation received for the respective item, which is also saved under the “my account” section on our website or in the OYSHO app. You can show the e-ticket either in digital form on your mobile phone or in printed form.

END OF CANCELLATION POLICY

15.2 Contractual right of return

In addition to the statutory right of cancellation for consumers and users in accordance with Clause 15.1 we also guarantee you a contractual right of return. This allows you to return the item to us within a period 30 days after confirmation of shipment by e-mail.

The return of the eCard is subject to the conditions of use for the giftcard types. To exercise your right of return, it is sufficient to return the goods to us. You bear the direct costs of returning the goods.

You have the following option:

Return by Collection Point (Post or Packing Station)

You must return the products by taking them to a collection point. To do this, go to "My account" and select the items you want to return and their quantity. If your order was placed as a guest, you will be able to access this information through the link included in the order confirmation email. Then, you will receive an email from OYSHO containing a PDF attachment with a QR which must be shown when returning your parcel at the Drop Off point.

After this step, you need to pack the items either in their original packaging or any other packaging suitable for that purpose.

Finally, please take the package to the Drop Off point

You can also return the goods to us at the following address at your own expense:

Workshop Tarnowo
Sowia 31
62-080 Tarnowo Podgórne
Poland

If you choose to return the items to us "cash on delivery", please note that we are entitled to charge you for any costs incurred.

You can return the products to any of our OYSHO stores in Germany. In this case, you must go to one of these stores and hand in both the item and the electronic receipt attached to the shipping confirmation, which you can also find in your account. You can present the electronic receipt by displaying a digital version on the screen of your mobile device or by taking a printout with you to the store.

In any case, orders paid for at the store checkout must be returned to OYSHO stores in Germany.

If more than 15 days have passed since your order was ready for collection and the order has not been collected for reasons beyond our control, we will assume that you wish to withdraw from the contract. Also, the return of orders placed via the electronic devices available in certain German OYSHO stores and paid at the store's checkout must in any case be made in the German OYSHO stores. Should you withdraw from the contract, we will refund all payments received from you.

The return of the items has can take place using the original packaging or any other packaging suitable for that purpose and Items must be in perfect conditions with its inner labels.

We will check the returned items and inform you about your right to a refund for the amounts paid. The refund will be made as soon as possible, in any case within 14 days from the date on which you returned the goods to us. The refund will always be made using the same payment method that you used for the payment.

Please be aware that your right to cancel only applies to products that were returned in the condition in which you received them. If the use of an items goes beyond merely examining it, e.g. as can be the case in a stationary shop, damaged items or items that are not in the same state as when they were received will not be refunded.

In addition you cannot return the following items:

- i. Items that have been customised.
- ii. Music CDs/DVDs with their original seal removed.
- iii. Individual items in a pack, such as briefs or socks (i.e., sets with more than one item)
- iv. Sealed goods that are not suitable for return due to hygiene reasons and that have had their seal broken after delivery. These include in particular:
 - Jewellery & hair accessories
 - Cosmetics
 - Briefs, strings, culottes and bra's with removable cups
 - Swimming costumes and bikinis

This right of exchange and return, which is granted by us irrespective of defects, applies in addition to your statutory warranty claims.

15.3 RIGHT OF WITHDRAWAL AND RETURN FOR ORDERS FROM ABROAD.

We would like to inform you that under no circumstances (with the exception of cases under statutory warranty law, to which this provision does not apply) are we obliged to reimburse shipping costs to places other than the original delivery address or return shipping costs from outside Germany.

16 LIABILITY AND LIABILITY DISCLAIMER

Insofar as it is not explicitly specified in these Terms and Conditions, our liability in relation to items that are sold on our website is limited to the purchase price of this item only.

Notwithstanding the Terms and Conditions above, our liability cannot be limited or rescinded in the following cases:

- i. Damages resulting from injury to life, body or health, which are based on a breach of duty on our part or on a breach of duty by one of our legal representatives or our vicarious agents and

- ii. other damages based on an intentional or grossly negligent breach of duty on our part or on the part of one of our legal representatives or vicarious agents.

In the event of a negligent breach of contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which you as the customer may regularly rely (so-called cardinal obligations), our liability shall be limited to compensation for the foreseeable, typical damage.

The provisions of the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

Subject to the section above and insofar as it is legally admissible and if it is not defined otherwise in these Terms and Conditions, in the case of contracts with entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), we shall not assume in particular, no liability for the following losses:

- i. Losses of earnings or revenues
- ii. Losses of business
- iii. Losses of profit or contracts
- iv. Losses of expected savings
- v. Data losses and
- vi. losses of administrative or office time.

Due to the public nature of this website and the possibility of errors with saving and transmission of digital information, we assume no liability for the precision and security of the information transferred to or retrieved from this website, except if it is specified as such on this website.

The limitations of liability do not apply if we have fraudulently concealed the defect or have given a guarantee for the quality of the item. The same applies insofar as we have reached an agreement with you regarding the condition of the item.

The provisions contained in the clause do not affect your rights as a consumer and customer, nor your right to withdraw from the contract.

17 WARRANTY

All of the product descriptions, information and materials provided on this website are "as is" and provided without explicit or tacit guarantees, unless these are legally prescribed. If, as a consumer, you conclude a Contract, we are obligated to deliver goods in conformity with the Contract, whereby we are liable to you in the event of non-conformity at the time of delivery. The goods shall be deemed as compliant with the Contract if they: (i) Correspond to our description and the quality that is presented on the website, (ii) are suitable for the purposes for which items of this type are conventionally used and (iii) display the quality and performance that is usually and reasonably expected with items of this type.

Insofar as it is legally admissible, we exclude all warranties with the exception of those that legally cannot be excluded to the benefit of consumers.

The products sold by us - particularly handcrafted products - frequently display the characteristics of the natural materials used during manufacturing. These characteristics - such as variations in fibres, texture, knots and colours - are not regarded as faults or damage. In fact they should be expected and appreciated. We only select the highest-quality products. However, natural characteristics are unavoidable and should be accepted as part of the item's individual quality.

The provisions contained in the clause shall affect neither your rights as a consumer and customer nor your right to withdraw from the Contract.

18 INTELLECTUAL PROPERTY

You hereby confirm and give consent that we or our licensor may retain all copyrights, trademarks and all other intellectual and industrial property rights to material or content that are made available to us as part of the website, at any time. You may only use this material upon receiving our express permission or the express permission of our licensor. This provision shall not prevent you from using this website to the necessary extent in order to copy information about your orders or contact details.

19 VIRUSES, PIRACY AND COMPUTER ATTACKS

You are prohibited from knowingly misusing this website by introducing viruses, Trojans, worms, logic bombs or other software or materials that are damaging or technically harmful. You may not attempt to gain unauthorised access to this website, the server on which this website is made, or any other server, computer or database

related to this website. You undertake to refrain from attacking this website using a denial-of-service attack or distributed-denial-of-service attack.

The failure to comply with this clause can constitute the commitment of an offence according to the applicable regulations. We shall notify the responsible authorities about any such violation of these legal stipulations and will cooperate with them to discover the identity of attackers. If you violate this clause, the authority to use this website will immediately be withdrawn from you.

We are not liable for any damage or loss resulting from a Denial-of-Service attack, virus or other software or materials, which may be harmful or technically harmful to your computer, equipment, data or materials caused by the use of this website or from downloading content of this website or any linked websites.

20 LINKS ON OUR WEBSITE

Our website may contain links to other websites or material or third parties. These links are exclusively for information purposes. We have no control over the contents of such websites or material. Accordingly, we accept no liability whatsoever for damages or losses resulting from the use of such links.

21 WRITTEN COMMUNICATIONS

Applicable law makes provisions for the fact that some of the information or notifications that we send to you must be in written form. By using this website, you accept that communication with us will primarily take place electronically. We will contact you by e-mail or provide you with information by placing messages on this website. For contractual purposes, you consent to this form of electronic communication and confirm that all Contracts, notifications, information and other messages that we provide you with in electronic form shall be regarded as the fulfilment of the legal requirements that these notifications must take place in written form. Your statutory rights remain unaffected by this condition.

22 NOTIFICATIONS

All notifications that you send to us should be sent preferably via our contact options. Subject to the provisions of Clause 20 above and unless otherwise specified, we may give you notices either by email or by delivery to your postal address provided to us when you place an order.

A notification shall be deemed to have been received and properly made within 24 hours after an email has been sent or three days after the date of dispatch of a letter. As proof that the notification has been sent, it suffices to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly sent and in the case of an email, that the notification was sent to the email address specified by the recipient.

23 TRANSFER OF RIGHTS AND DUTIES

The Contract between you and us is binding for both parties, including our respective successors, assigns and heirs.

You are not authorised to transfer, assign, relinquish or otherwise dispose of any contract or any of your rights or obligations under such a contract without our prior written consent.

During the term of the Contract, we may, at any time, transfer, assign, relinquish, subcontract or otherwise dispose of the Contract and all our rights or obligations under the Contract. To avoid any misunderstandings, it is stated for the record that such a transfer, assignment, assertion or other disposal

over your statutory rights as a consumer must not be impaired, depending on applicability, and the statutory warranty rights or warranties that have been explicitly or tacitly provided to you shall not be reduced or restricted in any way.

24 EVENTS OF FORCE MAJEURE

We are not liable or responsible for the non-fulfilment or delay in fulfilment of our obligations within the context of a Contract, which is caused by events that lie outside of our control ("Event of Force Majeure").

Force majeure includes all acts, events, non-occurring events, omissions or accidents beyond our control, including, but not limited to:

- i. Strikes, lockouts or other labour disputes
- ii. Disturbances, insurrections, invasions, terrorist attacks or the threat of terrorist attacks, war (whether declared or not) or the threat of or preparation for war
- iii. Fires, explosions, storms, floods, earthquakes, collapses, epidemics or other natural disasters
- iv. Impossibility of using trains, ships, aircraft, trucks or other means of public or private transport
- v. Impossibility of using public or private telecommunication systems
- vi. Introduction or change of legal regulations, enactments, laws, ordinances by governments or authorities.
- vii. All strikes, malfunctions or accidents in marine transport or inland waterway transport, the postal service or other types of transportation

Our obligation to fulfil the Contract is deemed to be suspended for the period for which the event of force majeure persists and we are entitled to an extension of the period of fulfilment, which corresponds to the duration of this period. We will employ best efforts to terminate the Event of Force Majeure or find a solution that allows us to fulfil our obligations within the context of the Contract, in spite of an Event of Force Majeure.

25 WAIVER

If, at any time during the term of the Contract, we fail to insist on the strict fulfilment of your duties within the context of this Contract or these Terms and Conditions, or if we fail to exercise any rights or legal remedies to which we are entitled within the context of this Contract or these Terms and Conditions, this shall not constitute a waiver of these rights and legal remedies or a restriction of these rights or legal remedies and shall not release you from fulfilment.

A waiver of our right to a particular right or remedy shall not constitute a waiver of any other rights or remedies arising out of this Contract or these conditions.

Any waiver of your obligations under this Contract or these conditions on our part will be effective only if you are expressly informed that such waiver is on our part and that such communication is in writing, as stated in the communications section above.

26 SCOPE OF CONTRACT

These Terms and Conditions and all documents that are referred to in these shall constitute the entire Contract between you and us in relation to the contractual purpose and shall replace all previous agreements, arrangements or understandings between you and us, regardless of whether these are verbal or in written form.

Upon the conclusion of a contract, both parties confirm that neither shall be called upon to make any statement or consultation made by the other party or to provide any information or documents of the negotiations between the parties, before the conclusion of the Contract, unless expressly stated in these conditions.

Neither party shall have any remedy in respect of any false statement made by the other party verbally or in writing before the date of the conclusion of the Contract (unless such misrepresentation has been fraudulent). The sole remedy of the other party shall be the remedy for infringement, as provided for in these conditions.

27 OUR RIGHT TO CHANGE THESE TERMS AND CONDITIONS

We are authorised to revise and change these Terms and Conditions at any time.

For you, the provisions, Terms and Conditions and Data Protection Policy shall apply, which are in force at the time of using this website or placing an order, except if it is necessary to change these provisions, Terms and Conditions or Data Protection Policy by law or by order of an official governmental authority. In this case, any changes shall also apply to previously placed orders.

28 LAW AND JURISDICTION

The use of our website and all contracts for the purchase of products via our website are subject to German law.

All disputes arising out of or in connection with the use of the website or these contracts are subject to the non-exclusive jurisdiction of German courts.

Your rights as a consumer under German law remain fully applicable.

29 COMMENTS AND SUGGESTIONS

We are always pleased to receive your comments and suggestions. Please send all of your comments and suggestions to us via our contact informations.

30 Online Settlement of Dispute

If you believe your rights as a buyer have been violated, you may direct your complaint by email to the address contact_de@oysho.com to negotiate an out-of-court settlement.

If you have made an online purchase via our website, we hereby inform you, in accordance with European regulation (EU) No. 524/2013, that you are authorised to reach an agreement on the consumer dispute via the online dispute settlement platform, which is available at the internet

address " [Online Dispute Resolution | European Commission \(europa.eu\)](#) ".

Official claim forms are also available for consumers and customers. You can apply for these by using our contact informations.

Last updated on 07.06.2025

OYSHO APP TERMS AND CONDITIONS AND FUNCTIONALITIES

These Terms and Conditions (hereinafter "Terms and Conditions") govern, in particular and in addition to the Terms and Conditions for www.oysho.com, the access and use of the services available on the OYSHO branded app (the "App") and the various functionalities, all of which are accessible through the App and some of which are independently accessible through other platforms (the "Functionalities").

The Functionalities include: (i) the ability to purchase goods through the App from OYSHO, which is considered an online store purchase and therefore subject to the Terms of Purchase of www.oysho.com; (ii) the management of receipts for purchases made in the OYSHO online stores (hereinafter the "Online Store") and, if desired, receipts for purchases made in the Stores. The Physical Store and the Online Store are operated in Germany by ITX Deutschland B.V. & Co KG., having its registered office at Mönckebergstraße 11, 20095 Hamburg, Germany.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1 Purchase of goods on www.oysho.com via the OYSHO APP

The customer can purchase goods on www.oysho.com via the OYSHO app. Therefore, purchases made via the app are considered purchases in the online store and as such are subject to www.oysho.com terms and conditions of purchase, which you must accept when purchasing goods.

1.2 Management of receipts for purchases made on the Online Store

The receipts for purchases made on the OYSHO Online Store will be stored on the App, specifically in the 'My Purchases' section.

1.3 Obtaining an electronic receipt

When paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR ID on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable Terms and Conditions, according to the commercial policy of OYSHO, and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt. Therefore, it is paramount that you understand that by using this QR ID you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the OYSHO website.

In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail.

If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

1.4 Scan receipts

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR ID that is found printed on the receipt. From then on, you can use this electronic receipt to make returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, OYSHO's commercial policies, and all relevant legislation.

1.5 Personal Identification as OYSHO User, showing the QR ID

The QR ID will be valid to identify the customer within the Physical Store, which simplifies the process, and facilitates a better shopping experience. The QR ID, in turn, allows the user to participate in promotional actions and to obtain other benefits, subject to the corresponding terms and conditions applicable in each case.

2. AVAILABILITY OF THE SERVICES AND FUNCTIONALITIES OF THE APP

Subject to applicable law, we reserve the right to change, suspend or remove the availability/accessibility of the App or any or all of the functionalities at any time at our sole discretion and without notice, and to change, suspend or remove the availability of the App and/or any or all of the functionalities under the same conditions.

3. LIABILITY

Except in cases where the exclusion of liability is limited by law, we are not liable for any damage you may suffer as a result of using the app/the various functionalities.

You undertake to use the App/Functionalities only for the purposes for which it was designed and therefore not to make any improper or fraudulent use, whereby you shall be liable to the Company or third parties for any damage that may result from improper use of the App/Functionalities.

You are liable in the following cases:

- a) if, where applicable, your devices or terminals connected to the App, SIM cards, email addresses and/or any passwords are used by a third party authorized by you without our knowledge.
- b) If errors or failures occur while you are using the App / the functionalities due to a malfunction of your hardware, software, devices or terminals or due to the failure to implement the necessary security mechanisms on the device on which the App / the functionalities are used.

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

All elements that are part of or included in the App are owned or controlled by the Company or third parties who have authorized their use. All of the above elements are hereinafter referred to as "Property". Users agree not to remove, delete, alter, tamper with or otherwise add to the following:

- The notices, legends, signs or symbols that the Company or the right holders incorporate into their Property in relation to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.).
- Technical protection or identification devices that the Property may contain (e.g. watermarks, fingerprints, etc.). Users acknowledge that the Company does not assign or transfer any rights to their Property or any third party property under these Terms.

The Company only permits Users to access and use the Properties in accordance with these Terms.

Users are not authorized to reproduce, distribute (including by e-mail or on the Internet), transfer, communicate, amend, modify, transform, assign or otherwise engage in activities involving commercial use of the Property, in whole or in part, without the express written consent of the owner of the exploitation rights.

Access to and use of the Property shall always and in all cases be for personal and non-commercial purposes only.

The Company reserves all rights to the Property that it owns, including but not limited to all intellectual and industrial property rights that it owns in the Property.

The Company does not grant users any licenses or permissions to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or modify the licenses granted under these Terms at any time and for any reason.

Notwithstanding the foregoing, the Company may take legal action against any other use by Users that:

- Does not comply with the terms and conditions set forth herein;
- infringes the intellectual and industrial property rights or other equivalent rights of the Company or any other right holder or violates these or other applicable laws.