

## TERMS AND CONDITIONS OF USE AND PURCHASE

### 1. INTRODUCTION

This document (together with all of the documents mentioned herein) establishes the Terms and 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 “Terms and Conditions”).

Please read these Terms and 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 Terms and 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 Terms and Conditions, please do not use the Platforms.

If you have any questions about the Terms and 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 Terms and 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, Arteixo (A Coruña), registered in the Business Register of A Coruña, under Volume 971, General Section, Folio 68, Sheet C-3.363, and with Spanish VAT no. 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. By using this website, you agree to said information and data being processed and you declare that 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 them, 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 through the Platforms are only available for delivery to Spanish territory.

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 Spanish territory.

## **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 Service 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 you can change your order details before payment.

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

## **8. CHECKING AVAILABILITY IN-STORE**

The user can check the availability of a specific product. 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.

## **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. SPECIAL PROCESS FOR ORDERING CUSTOMISED PRODUCTS**

OYSHO provides users of the website with a customisation service for specific products. This service allows users to include customised elements, including but not limited to text, symbols, icons, graphics, characters, and/or any other elements exclusively selected from those that OYSHO offers on its website. Users may select and combine said elements according to these conditions and the specification indicated on this website.

Customisation is strictly subject to the options, technical limitations and specifications indicated on the website at the time of purchase.

You ensure that you are authorised to use the texts and other elements that comprise the product customisation. The user is solely responsible for the correct nature, adaptation and legality of the combination of characters, graphics or selected elements, guaranteeing that it does not violate current law nor infringe third party rights including, but not limited to, intellectual or industrial property, image or personal data protection rights.

OYSHO expressly reserves the right to reject your customisation or cancel orders for customised products when the combination of elements is against the law, infringes third party rights, or is considered inappropriate, offensive or contrary to the OYSHO brand values. Nevertheless, you shall be solely responsible for the customisation that you request. We may reject your customisation or cancel orders for customised products if we detect that the customisation consists of or includes inappropriate elements, third party property or any other unlawful elements. We do not bear any obligation to verify, nor do we accept responsibility, for the text or other elements that comprise the customisation that users of this service create. We do not guarantee the lawfulness of said text, or other elements and, consequently, we do not accept responsibility for any damages and/or harm that could occur to any user(s) and/or any third parties—either individuals or public or private entities—directly or indirectly resulting from the use of the customisation service or who have any type of direct or indirect relationship to said section and/or its products.

You must bear in mind that, due to technical reasons or reasons beyond our control, the actual colours, textures and sizes may vary in comparison to those shown on the screen.

Likewise, you must bear in mind that, because these are customised products, they cannot be returned or exchanged.

## **11. 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.

For virtual gift cards, we will send them on the date you choose 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 Terms and 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 Terms and Conditions of Use and, in any case, on the date on which the card is sent to your chosen email address.

## **12. 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. 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 15 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 expensive method that we offer), without undue 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 shipping 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 Terms and Conditions of Use and by the provisions of Clause 11.

### **13. TRANSFER OF RISK AND OWNERSHIP**

Risk will be passed to you at the time of delivery. You will acquire ownership of the products when we receive full payment of all amounts due in relation to the products, including shipping fees, or at the time of delivery if delivery takes place at a later time.

### **14. 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.

Prices may change at any time, but any such changes (except for as established above) 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. You can also change your order details during the purchase process, before paying. 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, Affinity Card, Apple Pay, Google Pay can be used to pay, as well as PayPal and Bizum (subject to availability and operation of each bank and its app). 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 voucher card.

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 voucher 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.

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

Our website also allows you to make purchases using the "check out as a guest" feature. If you use 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.

## **16. 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 Shopping 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 Terms and 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 Quick Checkout for purchases paid for using this feature.

In all cases, the use of cards will be governed by the terms and 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 Shopping 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.

## **17. SHOP&GO**

OYSHO's Shop&Go service includes the preparation of your order online at one of our physical stores, which you may collect whenever you like at an OYSHO store within the established time frame, or can be delivered to your home.

To use the Shop&Go service, the user will need a mobile device with access to the internet, an email address (if logging in as a guest), or the OYSHO APP (if logged in). We will use this email address to send you all the notifications needed to provide our Shop&Go Services.

### **17.1 Shop&Go order packing and collection in-store**

If you have used the Shop&Go service, you have a maximum of 15 calendar days (starting from the date of the "Shop&Go ready" notification you will receive from us) to collect your items. If you haven't picked up your order within 15 calendar days after the "Shop&Go ready" notification, the purchase will be cancelled and OYSHO will have the right to freely dispose of the items and return the cost of the order using the same payment method you used to make the purchase.

### **17.2 Shop&Go order packing and collection in-store**

The Shop&Go service offers a home delivery service. If you do not collect the order from the address you provided for the home delivery, or if you refuse the order, the purchase will be cancelled and OYSHO will have the right to freely dispose of the items and deduct the cost corresponding to the part of the service already provided from the refund. Notwithstanding the above, OYSHO reserves the right to claim full damages and losses from you, where applicable, if these are greater than the amount paid by you.

## **18. 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 in Spanish territory, 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 in electronic format. Nevertheless, you can, at any time, request a paper invoice, in which case we will issue and send the invoice in paper format. You can request this by contacting our Customer Service, through any of the means made available to you, free of charge.

## **19. RETURNS POLICY**

### **19.1 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 make up 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 OYSHO, at the address Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona, by phoning (+34) 900 456 004, by writing an email to [contact\\_es@oysho.com](mailto:contact_es@oysho.com) or by using any of our contact channels indicated on the website and/or the App, of your decision to withdraw from the Contract through a clear statement (for example, a letter sent by post or email). If you wish, you can use the withdrawal template that appears as an Annex to these Terms and 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 undue 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 using the same payment method you used for the initial transaction, unless you indicate otherwise, expressly detailing the payment method with 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 make the return using a courier organised by OYSHO or send the products to OYSHO, Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona, Spain, without undue 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, you must bear the direct cost of returning the goods. If the return is made at one of the aforementioned delivery points, 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 have sole liability 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.

## 19.2 Contractual right of withdrawal

In addition to the right of withdrawal to which consumers and users are legally entitled as mentioned in Clause 19.1, we grant you a period of 30 calendar days from the date of the Shipping Confirmation to return the products (with the exception of those mentioned in Clause 19.3, concerning the exclusions from the right of withdrawal). Gift card returns are governed by the Gift Card Terms and Conditions of Use.

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 costs of returning the product if you do not return it to an OYSHO store in Spain.

You can exercise your right of withdrawal in accordance with the provisions of Clause 18.1, 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 30 calendar days from the date of the Shipping Confirmation.

## 19.3 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. Goods sealed for hygiene reasons that have had the seal removed/broken after delivery.

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, or via a courier who we will send to your home, in accordance with the following:

- Returns to OYSHO stores.

You can return products to any of our OYSHO stores in Spain. 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. Provided that you deliver the products to the selected delivery point within 14 days after the delivery date of your order (which can be found on the Platforms in the information relating to your order), we will bear the cost of the first delivery within the same order. For each subsequent delivery (for example, in the case of a

subsequent return of other products from the same order) within the same order, you will bear the direct cost of the return, which will be deducted from the total amount refunded for the return.

- **Returns via Courier:**

To use this return method, you will need to access your account and select the items you wish to return. If the original packaging is no longer available, you can send the return in any packaging as long as it is secure enough to ensure no items fall out, following the instructions included in the "RETURNS" section on this web page. If you placed an order as a guest, you can request a product return from your home by using the link you were sent with the Order Confirmation. After checking all the information, the courier company will contact you by email in the next 24-48 hours to organise a collection date. If you return the items from your home address, this will incur a cost, which will be deducted from the amount of the return.

In the event that you do not want to return the products using the free option 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 shipping cost will only be refunded when the right of withdrawal is exercised within the legal cooling-off period and all items included in 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 at the store's till must in all cases be made at OYSHO stores in Spain. In this case, if it is more than 15 days since your order has been available for collection 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.

#### **19.4 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 to return the product at your own expense.

#### **19.5 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 any of our contact channels, providing details of the product as well as the damage done to it, 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 via a Courier organised by us.

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 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.

#### **19.6 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 19.1, 19.2, 19.3 and 19.4 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 19.5, to which this clause, 19.6, 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 Spanish territory.

#### **20. WARRANTIES**

If you enter into a contract as consumer and user, you have the right to corrective measures, free of charge, in the event of the lack of compliance of the goods with said contract. We offer you warranties on the products we sell through this website, under the legally established terms for each type of product, and shall therefore be liable for a lack of compliance of the product which appears within three 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 19.5 and through any of the means of communication available for this purpose.

The products that we sell, in particular artisan products, can often feature 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.

Our commercial warranty does not, in any way, affect your rights as recognised by current legislation.

#### **21. LIABILITY AND EXEMPTION OF LIABILITY**

Unless expressly stated otherwise in these Terms and 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.

## **22. 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.

## **23. VIRUSES, HACKING AND OTHER CYBER 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 refraining 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 as defined by the applicable regulations. 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.

## **24. 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.

## **25. WRITTEN COMMUNICATIONS**

The applicable law requires some of the information or communications we send you must 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 statutory rights.

## **26. NOTIFICATIONS**

The notifications that you send us should preferably be sent through our contact form. In accordance with the provisions of Clause 25 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.

## **27. 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.

## **28. EVENTS BEYOND OUR CONTROL**

We will not be held liable for any failure to comply or delay in complying with any of our obligations, when said failure or delay is due to events beyond our reasonable control ("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.

## **29. 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.

## **30. PARTIAL ANNULMENT**

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.

## **31. FULL AGREEMENT**

The present Terms and Conditions and any document referred to herein, 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.

### **32. 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.

### **33. 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.

### **34. 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 complaint 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 made to our Customer Service will be attended to as quickly as possible and, in all cases, within a maximum period of one month. 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 any of our Platforms, in accordance with EU regulation No 524/2013, you have the right to request an out-of-court settlement of consumer disputes available at the following website: <http://ec.europa.eu/consumers/odr/>.

Last updated: 28/10/2025

**ANNEX I**

**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

## **OYSHO APP TERMS AND CONDITIONS AND FEATURES**

These terms and conditions (hereinafter, the "Terms and Conditions") are specific additional regulations to the Conditions of Use and Purchase on [www.oysho.com](http://www.oysho.com), access to and use of the services available on the OYSHO branded App (the "App"), as well as the different functionalities, all of which are accessible through the App, and some of which are independently accessible through other platforms (the "Features").

The Features include: (i) the option to purchase 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 OYSHO physical stores (hereinafter, and depending on the relevant reference, the "Physical Store" or the "Physical Stores"); (iii) the management of receipts for purchases made in OYSHO online stores (hereinafter, the "Online Store") and, when so requested, receipts for purchases made in Physical Stores, and that both are operated in Spain by the company OYSHO ESPAÑA, S. A., a Spanish company with registered office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered in the Mercantile Register of A Coruña, Volume 971, General Section, Folio 68, Page C-3. 363, and VAT A15026347; (iv) as well as the option to receive the E-receipt or digital proof of purchase (the "E-receipt"), by previously selecting the "E-receipt" option in the App, and showing the identifying QR (the "QR ID") in the OYSHO Physical Stores. For each transaction, you may opt to receive the E-receipt instead of the paper version.

### **1. GENERAL OVERVIEW OF THE FEATURES**

#### **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) Terms and Conditions of Use and Purchase, which must be accepted at the time of purchase.

#### **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 1.4 and 1.5 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 quick checkout option when making purchases online, these will be available automatically to facilitate 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.

Where applicable, 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 with 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 the 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.

The items will be handed over when you authorise the payment for their purchase by showing the store staff the QR ID and the card is read by the devices 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. (contact details: phone (+34) 900456004/email address [contact\\_es@oysho.com](mailto:contact_es@oysho.com)), 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 you use to 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.

### 3. Personal identification as an 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.

### 4. Obtaining the E-receipt for purchases in Physical Stores

If you are a registered user but you do not wish to register a payment card (within the Wallet feature), an exclusive and identifying QR code, referred to as QR ID in this document, will appear automatically in the App. This QR ID, which can also be accessed through other platforms, and not exclusively through the App, can be used, among other Features, to request and receive the E-receipt and electronic proof of purchase in the App. To use this feature, you must activate the "E-receipt" option in the App and show the QR ID, and the Receipt will be send automatically to the App.

From then on, you may make exchanges and returns at the Physical Stores using said Receipt in compliance with the Terms and Conditions which are applicable at all times, the OYSHO sales policy and, in all cases, 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 ID, with the activation of the corresponding option, you expressly request the issuance of the E-receipt or proof of purchase in digital format, thereby waiving the right to receive it on paper. In any case, you can request a receipt in paper format if you need.

In any case, the regulations governing E-receipts or any other applicable regulation, to which these Terms and Conditions are subject, will always be of preferential application.

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.

5. "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 then on, you may make returns at Physical Stores using said Receipt in compliance with the Terms and Conditions which are applicable at all times, the OYSHO sales policy and, in all cases, with current legislation.

**2. AVAILABILITY OF SERVICES AND FEATURES OFFERED ON THE APP**

Subject to applicable legislation, we reserve the right to modify, suspend or delete, at any time, at our sole discretion and without prior notification, whether generally or in particular for one or more users, the App's availability/accessibility, any or all of the Features, as well as modifying, suspending or deleting, on the same terms, the availability of the App and/or all or part of its Features.

**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 from the use of the App/the different features.

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

You will be liable in the following cases:

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.

When you are using the App or the Features, 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/the Features.

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

Any of the elements that form part of, or are included in, the App/Wallet/other Features, 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 Terms and Conditions.

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

- (i) does not comply with the terms and conditions herein;
- (ii) infringes or violates the intellectual and industrial property rights or similar of the Company or of any other legitimate third-party owner, or
- (iii) infringes any applicable regulation.