

TERMS AND CONDITIONS OF PURCHASE AND USE

1. INTRODUCTION

This document (and the documents mentioned herein) establishes the terms and conditions that regulate the use of this website (www.oysho.com) and the purchase of products on this website (hereinafter, the « Terms and Conditions »).

Please carefully read these Terms and Conditions, our Cookies policy and our Confidentiality Policy (hereinafter, jointly, “Data Protection Policies”, before using this website. By using this website or placing an order through it, you agree to adhere to these Conditions and our Data Protection Policy. If you do not agree to all of these Terms and Conditions and Data Protection Policy, please do not use this website.

The present Terms and Conditions are subject to change. It is your responsibility to regularly read the current Terms and Conditions in effect at the time of executing the Purchase Contract (as described below) or those that are applicable at the time of using the website.

If you have any questions about these Terms and Conditions or the Data Protection Policy, please contact us using the contact form.

In addition, you can, if you wish, freely register on the no telephone solicitation list at www.bloctel.gouv.fr.

The Purchase Contract agreed between us (hereinafter the “Contract”) is available in any language in which the Terms and Conditions are available on this website.

2. INFORMATION ABOUT US

The sale of goods on this website is carried out under the name of OYSHO for OYSHO France SARL, with a capital of €5,040,000 and the registered company address of Immeuble Garonne, 80, avenue des Terroirs de France, 75012 Paris, entered in the Paris Trade and Companies register as number 497 987 222, under the intra-EU VAT number FR 76 497 987 222, available by writing to the following email address: contact_fr@oysho.com, or by calling the following telephone number: 0800 91 88 82 (No call surcharge, excluding any costs that may be charged by your operator).

3. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

The personal information you have provided will be processed in accordance with the Data Protection Policy. By using this website, you agree to the processing of this information and data, and you guarantee that all information and data provided are true and correspond to reality.

4. USE OF OUR WEBSITE

By using this website or placing an order through it, you agree to:

- i. Only use this website for legitimate orders or requests.

- ii. Not use this website to make speculative, false or fraudulent orders. If we have reason to believe such an order has been placed, we reserve the right to cancel it and inform the relevant authorities.
- iii. Commit to providing an email or postal address and/or other information so that we may contact you in an accurate and proper manner. You also agree that we may use this information to contact you if this becomes necessary (see our Confidentiality Policy).

If you don't give us all the information we need, we will not be able to process your order.

By placing an order on this website, you guarantee you are over 18 years of age and have legal capacity to enter into contracts.

5. SERVICE AVAILABILITY

The items for sale on this website are only available for delivery in mainland France.

If you wish to order products from an EU country other than France on this website, you have the option to do so. However, the products ordered can only be delivered to an OYSHO store or to an address in mainland France.

6. CONTRACT FORMALISATION

To place an order, you must follow the purchase procedure online and click on "Order and confirm payment". You will then receive an order confirmation email ("Order Confirmation"). You will also receive an email when your order is shipped ("Shipping Confirmation"). An e-receipt containing your order details will be attached to the Shipping Confirmation ("E-receipt").

7. PRODUCT AVAILABILITY

All product orders are subject to availability. This means that if there are any delivery problems or if any of the items are out of stock, we reserve the right to suggest other products of the same or higher quality and value as the products ordered. If you do not wish to order these replacement products, the amounts already paid will be refunded.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to withdraw any product from the website at any moment and/or replace or change all content or information therein. Although we make every effort to fulfil all orders we receive, in exceptional circumstances, we may be obliged to refuse to process an order after you have received the "Order Confirmation", for example if there is a problem with manufacture or stock, a problem related to regulations, a payment issue or if there is fraud or attempted fraud when using the website. We reserve the right to the above at any time and at our sole discretion. In this event, if payment has already been made, we will refund the amount you paid, including delivery costs, as soon as possible, using the same payment method which you used to pay for the order. In any case, this refund will not incur any costs for you.

We cannot be held responsible, to you or to any third party, if we withdraw a product from this website, the withdrawal or change of any material or content therein, or for not processing an order, in the cases referred to above, after sending the "Order Confirmation".

9. DELIVERY

Without prejudice to clause 7 above concerning product availability, and except in extraordinary circumstances, we will endeavour to deliver the product/s shown on the Shipping Confirmation before the deadline indicated on this Shipping Confirmation or, if no date is indicated, within the usual period for the delivery method chosen, and in all cases within a maximum period of 30 days from the date on the Order Confirmation.

However, after the Order Confirmation has been sent, unforeseen circumstances or problems due to the delivery location may arise.

In the case of the virtual gift card, it will be delivered to you on the date you indicated when you placed the order.

If for any reason, we are not able to meet the delivery deadline, you will be informed and may choose to keep your order and set a new delivery date, or cancel and any amounts already paid will be fully refunded. However, please note that we do not offer home delivery on Saturdays, Sundays and holidays. However, the virtual gift card will be delivered on the date you specify.

In the context of these Terms and Conditions, the terms "delivery" or "delivered" shall be considered effective when you or a third party designated by you has physically received the products, evidence of this will be obtained by the receipt being signed to confirm the order has been delivered at the agreed delivery address.

The virtual gift card will be considered to have been delivered in accordance with the gift card terms and conditions of use and, in any case, the date the card was sent to the email address you provided.

When an order has been placed using the payment on delivery option, if your order has not been collected and paid for in-store within 10 days of it becoming available for collection, due to circumstances beyond our control (you will have received an email "Confirmation of the arrival of your order in-store"), we will conclude that you wish to withdraw from the contract and we will consider it to be terminated.

10. INABILITY TO DELIVER

If we are unable to make the delivery, we will try to find a secure place where we can leave your package. If we cannot find a secure place, your order will be returned to our warehouse. We will leave you a card explaining where your order is and what you need to do to arrange redelivery.

If you are not at the delivery address at the agreed time, we will ask you to contact to rearrange delivery for another day.

If, after 30 days from the date your order is available for delivery, the order has not been delivered due to reasons beyond our control, we will consider that you wish to terminate the Contract and we will terminate it. The binding agreement being rescinded, you will be reimbursed for all payments made, including delivery charges (apart from additional costs resulting from you choosing a delivery method other than the cheapest delivery method we offer you), without unreasonable delay, and in any event, within 14 days from the date we consider this contract to be terminated.

Please note that transportation resulting from the termination of the Contract may incur a surcharge for which we are entitled to charge you.

The present clause does not apply to the virtual gift card, where delivery is regulated by the gift card Terms and Conditions of use.

11. RISKS AND TRANSFERS

You will assume the risks related to the products from the delivery as established in clause 9 above.

Ownership of the products will be transferred to you only when payment is received in full, including delivery charges, or at the time the product is delivered (as defined in clause 9 above) if this happens on a day after payment has been made.

12. PRICE AND PAYMENT

Product prices will be those stipulated on our website, unless there has been an obvious error. Although we will make every effort to ensure that all prices shown on our website are exact, errors may still occur. If we become aware of an error in the price of products you have ordered, you will be informed as soon as possible and you will be able to choose whether to confirm the order at the correct price or cancel it. If we are unable to contact you, the order will be considered cancelled and all the amounts paid will be refunded to you in full.

We are not obliged to deliver a product if the price displayed is less than the actual price (even if the Shipping Confirmation has already been sent) if the price error is evident and manifest and, as such, could have been identified as an error by you.

Prices stated on the website include VAT but do not include delivery charges, which will be added to the total amount to pay, as indicated in our Purchase Guide - Shipping.

Prices are subject to change at any time. However, except for provisions to the contrary above, the changes will not affect the orders for which you have already received a Shipping Confirmation.

After you have selected your items, they will be added to your basket and you can proceed to the order and payment. To do this, you should follow the purchase processes in full and check the information required at each step. You will be able to change the details of your order at any time during the purchase process before payment. There is a detailed description of the purchase processes in the Purchase Guide. If you are registered, a list of all the orders you have placed is available in the "My Account" section.

The payment methods available are: Carte Bancaire, Visa, Mastercard, American Express, and Visa Electron cards, and PayPal. You may also pay for part or all of your purchases with an Oysho gift card or voucher, provided by Oysho France S.A.R.L. Gift cards cannot be used to purchase other gift cards. You may also pay for your order when it is delivered in-store, using any payment method accepted in Oysho stores in France.

Please note that Fashion Retail, SA whose registered company address is Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain) registered in the A Coruña Companies Register, Volume 3425, page 49, page C-47731, 1st entry, and with intra-EU VAT number A-70301981, will collect payments and make refunds on behalf of Oysho France S.A.R.L. with regards to all payments made on this online platform.

However, if you have placed an order on one of the electronic devices available in certain Oysho stores in France, in some cases you may also pay with any payment method accepted in these stores.

To minimise the risk of unauthorised access, your credit card information will be encrypted. When your order has been received, we will make a pre-authorisation request on your card in order to ensure that there are sufficient funds available to carry out the transaction. The balance of your order will be debited when it leaves our warehouses, with the exception of orders placed using electronic devices available in certain Oysho stores in France and those paid for at the till in-store, for which the balance will be withdrawn from your card in these stores.

If you choose to pay with PayPal, you will be debited as soon as your order is confirmed.

By clicking “Order and confirm payment”, you confirm that the credit card is either yours or that you are the owner of the gift card or the voucher, with the exception of gift cards.

Credit cards are subject to checks and authorisation by the bank that issued the card. If the bank does not authorise the payment, we will not be responsible for the resulting delays or delivery problems and we will not be able to formalise any contract with you.

You will find your invoice in electronic format on our website in the “My Account” section, which you accept.

13. PURCHASING ITEMS AS A GUEST

The option to purchase items as a guest is also available on the website. We will only require the essential information in order to process your order. At the end of the purchase process, you will be given the option to register as a user or to continue without registering.

You will find your invoice in electronic format by clicking on the PDF document in the order confirmation email.

14. QUICK PURCHASE

The option to purchase quickly (hereinafter “Quick Purchase”) is designed to save time when shopping on this website by avoiding the need to enter your delivery, billing and payment details every time you shop. Quick Purchase is available in the My Basket section.

To use the Quick Purchase option, you first need to log into your account, or create one, then place an order online. After your order has been placed, a window will appear asking you if you would like to save all your personal details to speed up future orders.

By agreeing to your details being saved, you agree to these being saved for your future purchases, for which you will be able to click on “order and confirm payment”.

If you wish to save details of more than one card, the card that will be considered your “Favourite Card” for Quick Purchase will be, by default, the one you entered most recently. However, you will be able to change your Favourite Card in the My Account section on this website.

The provisions of this clause do not apply to the purchase of items as a guest.

15. VALUE ADDED TAX

Purchases made on this website are subject to Value Added Tax (VAT) at the legally applicable rate at the time of the sale.

16. EXCHANGES AND RETURNS

16.1 Legal right to cancellation

Right to cancel

As the consumer, you have the right to cancel within a cooling-off period of 14 days without giving any explanation.

This cooling-off period will expire 14 days after you, or a third party, other than the courier, designated by you, take physical possession of the merchandise or, if there are multiple items delivered separately in one order, 14 days after you, or a third party, other than the courier, designated by you, take physical possession of the last item.

To exercise your right to cancel, please state this clearly to OYSHO in writing at the following postal address: Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona, or by telephone on 0800 91 88 82 (No call surcharge, excluding possible charges by your operator), or by sending an email to contact_fr@oysho.com or by completing our contact form. You can use the cancellation form included in the annex, but this is not mandatory.

To meet the cancellation deadline, you only need to send your request to exercise your right to cancel before the end of the 14 day cooling-off period.

Consequences of cancellation

If you cancel in compliance with this Contract, we will refund you all sums paid, including delivery charges to the original delivery address (excluding those resulting from you choosing a delivery method other than the standard delivery offered to you, that being the cheapest), without any undue delay and, in any event, within 14 days from the date we are informed of your decision to cancel this Contract. We will pay this refund using the same payment method you used for the initial transaction. You will not, under any circumstances, have to pay any fees as a result of this refund. Regardless of the above, we may defer the refund until we have received the items or until you have provided proof of shipment for the items to be returned.

Please return the items to Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona, along with a printed version of your E-receipt attached to the Shipping Confirmation, or return them to any OYSHO store in France along with the printed version of the E-receipt or showing the digital E-receipt attached to the Shipping Confirmation on your mobile phone or by depositing them at a drop-off point using the prepaid postage label we will send you on request without undue delay and, in any event, within 14 days of you informing us of your withdrawal from this Contract. This time period will be adhered to if you return the products within the aforementioned 14 day period.

Unless you return the items to an OYSHO store in France or deposit them at a drop-off point, you will be responsible for the direct costs of returning the items.

You are solely responsible for any damage to items resulting from handling other than that strictly necessary to establish the nature, characteristics and operation of the items.

16.2 Contractual right of cancellation

In addition to the consumer's legally recognised right of cancellation, mentioned in clause 16.1 above, you are granted a period of one month from the date on which the items were shipped to return the items (excepting those mentioned in clause 16.3 above, for which the right of cancellation is excluded).

In addition, the return of the virtual gift card is subject to the gift card Terms and Conditions of use.

If you return the items within the contractual period of the right of cancellation but the legal period has expired, you will be refunded only the amount paid for these items, which means that the delivery charges will not be refunded. You will be responsible for the direct costs for returning the product if the return is not made in an OYSHO store in France, or if the item is not deposited at a drop-off point. If returning an item in-store, you must present the item with the E-receipt attached to the Shipping Confirmation, which is also saved in the Your Account section on our website and on the OYSHO mobile app on your phone. You may show the E-receipt in digital format on your mobile phone or by showing the printed E-receipt in-store.

You may exercise your right of cancellation in accordance with the provisions of clause 16.1 above, but if you inform us of your intention to cancel after the legal cancellation period, you must, in any event, return the items to us within a period of one month after the date of the Shipping Confirmation.

16.3 Common provisions

You will not have the right to terminate this Contract if it relates to the delivery of the following items:

- i. Personalised items
- ii. Music CDs/DVDs without their original labelling.
- iii. Goods that have had the seals removed after delivery and which cannot be returned for health and hygiene reasons.

Your right to terminate this Contract is only applicable to items returned in the same condition as when you received them. Refunds will not be made if the items have been used after opening, if they are not in the same condition as when they were delivered, or if they have been damaged. We advise you to take care of them for as long as they are in your possession. Please return the products using or including their original packaging and instructions as well as any other documents included, as applicable.

In addition, the return of the virtual gift card is subject to the gift card Terms and Conditions of use.

As part of this cancellation, items must be returned as follows:

- (i) Returns in any OYSHO store:

You may return an item in any OYSHO store in the country where you item was delivered and that has the same section that the item you wish to return belongs to. In this case, we advise you to take the item to the store and present the item with the E-receipt attached to the Shipping Confirmation, which can also be found in the Your Account section on our website and on the OYSHO mobile app on your phone. You may show the E-receipt in digital format on your mobile phone or by showing the printed E-receipt in-store.

- (ii) Return to drop-off point:

You may return the item by depositing it at your nearest drop-off point. To do this, please request the item return using the "Return to warehouse" method in the "My Account" section, then we will send you an email with a prepaid postage label attached, which you should attach to the parcel before depositing it at the drop-off point.

Please return the item in the original packaging and follow the instructions in the "Returns" section of the website.

If you wish to return an item ordered using one of the electronic devices available in some OYSHO stores in France, in all cases, they must be returned to an OYSHO store in France.

You will not have to pay any charges for either of the two options above. If you do not wish to return the items by using either of the free options available, you will be responsible for paying the direct costs of returning the items. In this case, you should send the item to be returned along with the printed version of the E-receipt attached to the Shipping Confirmation.

After the item has been examined, you will be informed whether you are entitled to a refund of the sums paid. The delivery costs will be refunded if the right to cancel is exercised within the legally established timeframe and if all the items in the package are returned. The refund will be made as soon as possible, and in all cases, within 14 days of the date when you informed us of your intention to cancel the order. Regardless of the above, we may defer the refund until we have received the items or until you have provided proof of shipment for the items to be returned. The refund will always be made by the same means of payment as that used for the purchase.

If you have any queries, please contact us using our contact form, or by calling 0800 91 88 82 (no call surcharge, excluding any costs that may be charged by your operator).

If your order was made using the payment on delivery option and paid for in-store at the till, returns must always be made in OYSHO stores in France.

16.4 Returns of defective products:

When the items are delivered, if you think the product does not conform to your order, please contact us immediately using our contact form to tell us the reference and the problem, or by calling 0800 91 88 82 (no call surcharge, excluding any costs that may be charged by your operator), so we can advise you of the steps to follow.

Please return the product to any OYSHO store in France along with the printed version of the E-receipt attached to the Shipping Confirmation or show the digital version on your mobile phone or deposit them at a drop-off point using the prepaid postage label we will send you on request.

We will carefully examine the returned product and will notify you by email within a reasonable timeframe whether the product can be refunded or replaced (if applicable). The refund or replacement of the item will take place as soon as possible and, in all cases, within 14 days of the date the email is sent confirming that the refund or replacement of the item is in progress.

If products are damaged or faulty, the amounts paid will be fully refunded, included delivery costs incurred from sending the item as well as those you paid to return the item to us. The refund will be made by the same means of payment as that used for the purchase.

This does not affect your legal rights.

16.5. Right to cancel and return orders from a different country

If you have ordered products from an EU country other than France on this website, the above clauses 16.1, 16.2 and 16.3 apply, but returns made using our appointed couriers can only be delivered to the original delivery address in mainland France.

Equally, please note that we will not, under any circumstances (with the exception of clause 16.4 for which the present clause 16.5 does not apply), pay delivery charges for destinations other than those

corresponding to the original delivery address. We will not pay any delivery charges for returns made from destinations other than metropolitan France.

17. LIABILITY AND NON-LIABILITY CLAUSES

17.1 We will not be held liable, within the framework of these Conditions, in the event that we are unable to fulfil our obligations due to actions by a third party, or caused by you, or a Force Majeure event as defined by article 1218 of the Civil Code and by law.

Regardless of the above, our liability will not be excluded or limited in the following cases:

- i. death or bodily injury caused by our negligence;
- ii. fraud or wilful misrepresentation; or
- iii. in all cases where it would be illegal or contrary to the law to exclude, limit or to attempt to exclude or limit our liability.

Due to the open nature of this website and the potential for errors to occur during the storage and transmission of digital information, we cannot guarantee the accuracy or the security of this information transmitted or obtained by means of this website, unless expressly stated otherwise. All documents, description and product information included in this website are provided “as seen” without being covered by any express or implied guarantee, apart from guarantees provided for by law. Accordingly, if you are party to this contract as a consumer, we are obliged to deliver items to you in compliance with contractual provisions, and we are liable for any fault found at the time of delivery. Products are considered to conform with the contractual dispositions if the following conditions are met: (i) they must conform to the description we provided and possess the characteristics that we described on this website, (ii) they must be fit for the purpose that products of that kind are generally designed for, and (iii) they must comply with the criteria for the quality and performance generally accepted for the same kind of items and those that can be reasonably expected.

To the extent that is provided for by law, all guarantees are exclusive, with the exception of guarantees for customers who cannot legitimately be covered by any exclusion. In such cases, OYSHO France SARL guarantees consumers the right to return products offered for sale on this website that are faulty or have hidden defects when delivered in compliance with the legal guarantee of conformity established in articles L217-4 onwards in the Consumer Protection Code and the guarantee against hidden defects contained in the articles 1641 onward in the Civil Code, allowing you to return delivered products that are found to be faulty or non-compliant.

- In summary, consumers who decide to use the legal guarantee of conformity:
 - Have a period of two years from the delivery of the item to act;
 - May choose between repair or replacement of the item, subject to the terms and conditions of costs provided in article L217-9 in the Consumer Protection Code;
 - Proof of the existence of the non-conformity of the item is not required during the twenty four months after the delivery of the item.

The legal guarantee of conformity is applied independently of the commercial guarantee that may be granted.

- The consumer may decide to implement the guarantee against hidden defects of the item sold, in compliance with Article 1641 of the Civil Code. In this case, the consumer may choose between the cancellation of the sale or a reduction of sale price, in compliance with Article 1644 of the Civil Code.

Summary of the provisions of the Consumer Protection Code:

- Article L217-4 of the Consumer Protection Code: The seller is required to deliver an item in compliance with the contract and is liable for any non-conformity existing at the time of delivery. They are also liable for any lack of conformity resulting from the packaging, assembly instructions or installation when it is made obligatory by the contract or is done at their discretion.

- Article L217-5 of the Consumer Protection Code: To comply with the contract, the item must:

1) Be fit for the usual use expected of this type of item and, where appropriate:

- correspond to the description provided by the seller and possess the qualities as described to the buyer in the form of a sample or model;

- present the qualities that a buyer can legitimately expect given the public declarations made by the seller, the producer or their representative, especially in advertising or labelling;

2) Or possess the characteristics defined by mutual agreement between the parties or be suitable for any specific purpose required by the buyer, which they made known to the seller, who accepted this purpose.

- Article L217-12 of the Consumer Protection Code: Action due to lack of conformity must be taken within two years from the delivery of the item.

Summary of the provisions of the Civil Code:

- Article 1641 of the Civil Code: The seller is bound by the guarantee if the product sold has hidden defects making it unsuitable for the use for which it is intended, or which negatively affect the use to the extent that the buyer would not have purchased it or would have paid a lower price, if they had been aware of these defects.

- Article 1648, paragraph 1, of the Civil Code: The action resulting from hidden defects must be instigated by the buyer within two years from the discovery of the defect.

The products we sell are often of an artisan nature so often have characteristics which are a usual feature of the natural materials used in their production. These characteristics may be in the form of variations in fibres, texture, knots and colours. These variations cannot, in any case, be considered defects or damages. On the contrary, you should be aware of these variations and appreciate them. We only choose products of the highest quality, but natural characteristics are an inherent part of our products and should be considered part of the intrinsic nature of these products.

The provisions in this clause do not affect your rights as a consumer, nor your right to cancel the Contract.

17.2. Mediation

If you feel that your consumer rights have been violated, please send your complaint to the following email address: contact_fr@oysho.com to request an amicable settlement.

Also, if your purchase was made on our website, in accordance with EU regulation no. 524/201 you have the right to request the resolution of your dispute on the platform dedicated to online consumer dispute resolution, which you can access using the following email address: <http://ec.europa.eu/consumers/odr/>.

In this regard, for all written complaints previously addressed to our customer service department less than a year ago, that have not yet been resolved, in compliance with the provisions of the Consumer Code concerning amicable dispute settlement, we offer you the option to use the MEDICYS mediation service, either online: www.medicys.fr or by post: MEDICYS, 73 Boulevard de Clichy, 75009 Paris.

18. INTELLECTUAL PROPERTY

You acknowledge and accept that all copyrights, trademarks and other intellectual property rights in the materials or content provided on this website belong to us at all times, or belong to those who have authorised the license for us to use them. You are authorised to use this material within the limits expressly authorised by us or by us who have granted us this license. This does not prevent you from using this website to copy the information needed for your order or your credentials.

19. VIRUS, PIRACY AND OTHER COMPUTER ATTACKS

You must not misuse this website by intentionally introducing a virus, a Trojan horse, a worm, a logic bomb or any other software or or technologically harmful or detrimental hardware. You must not attempt unauthorised access to this website, to the server where the site is hosted or any other server, computer or database linked to our website. You agree not to attack this website using a denial of service attack or a distributed denial of service attack.

Any breach of this clause will be considered as an offence, as defined in the applicable regulations. We will report any breach of these regulations to the competent authorities and we will cooperate with them

to identify the instigator. Similarly, in case of non-compliance with this clause, authorisation to use this website will be immediately suspended.

We cannot be held liable for damages resulting from a denial of service attack, a virus or other software or technologically harmful or detrimental hardware that may affect your computer, computer hardware, data or materials as a result of using this website, downloading its content, or the use of sites to which our website may redirect you.

20. LINKS TO OTHER SITES

If our website contains links to other websites and third-party content, these links are provided as information only, it being understood that we have no control over their content or materials. Therefore, we will not accept any liability for damages or losses as a result of their use.

21. WRITTEN COMMUNICATION

The applicable laws require that some of the information or communications we send you must be sent in writing. By using this website, you agree that most communication with us will be online. We will contact you by email or provide you with information using notifications on this website. For contractual reasons, you agree to this method of electronic communication and recognise that all contracts, notifications, information and other communications that we send you electronically comply with the current legal requirements that we must send you this communication in writing. This condition does not affect your legal rights.

22. NOTIFICATIONS

All notifications you send to us should preferably be made using our contact form. In accordance with clause 21 above, and unless otherwise stipulated, we may be required to send you notifications either by email, or to the postal address you provided when placing your order.

Notifications will be considered as received and correctly delivered as soon as they are sent on our website, 24 hours after the email has been sent, or three days after a letter has been sent. Proof of a notification being sent will be, in the case of a letter, proof that it has been duly labelled, stamped and posted, and in the case of an email, proof that it has been sent to the address provided by the recipient.

23. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding for both parties and their respective heirs and beneficiaries.

You may not transfer, give away, encumber or dispose of, in any way, a Contract or any of your rights or obligations resulting from it without our prior written consent.

We may transfer, give away, encumber, subcontract or in any other way transfer a Contract or any of our rights or obligations arising from it, at any time during the term of the Contract. Any transfer, assignment, charge or disposition shall not affect your rights as a consumer recognised by law, neither will it annul,

nor reduce, nor limit in any way the guarantees, whether implicit or formal, that we may have provided you.

24. FORCE MAJEURE EVENT

We will not be liable for any error or delay in the execution of any of our contractual obligations, caused by any event beyond our reasonable control ("Force Majeure event") as defined in article 1218 of the Civil Code and as recognised by law.

Our execution of the Contract will be suspended for the duration of the Force Majeure event and our execution timeframes will be extended accordingly. As far as possible, we will endeavour to stop the Force Majeure event or to find a solution enabling us to fulfil our contractual obligations, despite the Force Majeure event.

25. WAIVER

If we do not demand that you strictly respect any of the obligations you agreed to in virtue of the Contract or of the present Terms and Conditions or our failure to exercise, the rights or actions that we agree to in virtue of this same Contract or of these Terms and Conditions, does not constitute a waiver or a limitation of these rights or actions, neither does it exonerate you from respecting these obligations.

If we waive a specific right or an action, this does not imply the waiver of other rights or actions arising from the Contract or from the presents Terms and Conditions.

If we renounce any of these Terms and Conditions or any of the rights or actions arising from the Contract, this will only be effective if it is formally declared as a waiver and notified to you in accordance with the above clause concerning notifications.

26. PARTIAL ANNULMENT

If any of the provisions of the present Terms and Conditions or from a Contract are considered null and void by the competent authorities, the other provisions shall remain valid and will not be affected by the declaration of annulment.

27. AGREEMENT CLAUSE

These Terms and Conditions, as well as all of the documents they refer to, represent the entire Contract which binds us and replaces any other agreement, understanding, arrangement or promise whether oral or written between you and us.

Each party acknowledges that it enters into this Contract without reference to any declaration or promise made by the other party or that may have been deduced from another declaration or document during the negotiations prior to the Contract, with the exception of those expressly mentioned in these Terms and Conditions.

Neither of the parties may take action against any false declarations, whether oral or written, made by the other party before the conclusion date of the Contract (unless this false declaration has been made fraudulently), the only recourse that the other party may exercise being breach of Contract in accordance with the provisions in these Terms and Conditions.

28. OUR RIGHT TO CHANGE THE PRESENT TERMS AND CONDITIONS

We reserve the right to modify these Terms and Conditions at any time.

You will be subject to these Policies and Terms and Conditions in force at the time you use this website or place an order, unless there are any retroactive changes to these Policies, Terms and Conditions and Data Protection Policy required by the law or regulatory bodies, in which case the potential modifications will also affect any orders you have placed previously.

29. APPLICABLE LAW AND JURISDICTION

The use of our website and product purchase contracts on this site are governed by French law.

Any litigation resulting from or related to the use of this website of these Contracts is subject to the non-exclusive jurisdiction of the French courts.

As a consumer, the provisions of this clause do not in any way affect your legal rights in this capacity and which are recognised by applicable legislation.

30. FEEDBACK AND SUGGESTIONS

Your feedback and suggestions are welcome. Please send your feedback and suggestions using our contact form.

In addition, official complaint forms are available to consumers and users. They can be requested by calling 0800 91 88 82 (no call surcharge, excluding any costs that may be charged by your operator), or using our contact form.

Last updated on 04 August 2020

ANNEX

Cancellation form

(Please complete and return this form only if you wish to cancel the contract.)

For the attention of OYSHO FRANCE operating under the trading name OYSHO, Carretera de Tordera a Palafolls SN, CP 08490, Tordera, Barcelona, contact_fr@oysho.com.

I hereby withdraw from the contract relating to the following goods:

Order/delivery of (*)

Customer name

Customer address

Customer signature (only if the request is made on paper)

Date

(*) Delete as applicable.

TERMS AND CONDITIONS OF USE OF OYSHO APP FEATURES

These Terms and Conditions of Use (the "Terms") govern the access to and use of the services and various features available on the Oysho App (as defined below). The Terms constitute the agreement between you and OYSHO France SARL for the access and use of the services and features. These Terms are in addition and without prejudice to the Purchase Conditions of www.oysho.com.

Features available on the App include: (i) the option to purchase items via the Oysho App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www.oysho.com ; (ii) the option to manage receipts for purchases made on Oysho's online stores (the "Online Store"); and, (iii) the option to receive an electronic receipt (e-receipt) or electronic proof of purchase, by showing at Oysho's physical stores (either the "Physical Store" or the "Physical Stores") the designated exclusive QR code for such purposes. Both of which ("Online Store" And "Physical Store") are operated in France by the Company Oysho France, S.A.R.L., with capital of 5,040,000 €, with registered address at 80, Avenue des Terroirs de France, 75012 Paris, registered under the number 497 987 222, with VAT Number FR 76 497 987 222 with the following email address contact_fr@oysho.com , reachable by phone : 0800 91 88 82 (No call surcharge, excluding any costs that may be charged by your operator).

1. GENERAL DESCRIPTION OF THE SERVICE

1.1. Purchase of items on www.oysho.com via the Oysho App

Customers can purchase items on www.oysho.com via the Oysho App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.oysho.com , which you need to accept before purchasing any item.

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 code 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 code 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 whenever necessary 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 code 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.

2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

In accordance with applicable laws, Oysho reserves the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, whether generally or in particular for one or more users, any or all of the Oysho App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service. It is your responsibility to check and accept them.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using the Oysho App in its different features.

You agree to use the Oysho App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of the Oysho App.

You will be liable in the following cases:

- a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorised by you without our knowledge;
- b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP

Any of the elements that form part or are included in the App or Wallet are the property or are under the control of the Company or third parties having authorised their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).
- Protection or identification technical devices that the Property may contain (e.g. watermarks, fingerprints, etc.). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorises users to access and use the Properties in accordance with these Terms.

Users are not authorised to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

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

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

The Company does not grant users any licences or authorisations to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licences granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action against any other use by users which:

- does not comply with the terms and conditions herein laid down;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.

Last updated on: (to be completed)