

## **1. INTRODUCTION**

The document herein (jointly with all the documents it refers to) contains the Terms and Conditions that regulate the use of this website (www.oysho.com) and the purchase of products by means of the same (hereinafter referred to as the "Terms and Conditions"). Please read these Conditions of Use, Cookies Policy and Privacy Policy (jointly, the "Data Protection Policies") carefully before using this website. By using this website or making an order through it, you are giving your consent to be bound by these Conditions and our Data protection policy; therefore, if you do not agree with all of these Conditions and the Data Protection Policies, you must not use this website.

These Terms and Conditions are subject to change. You are responsible for reading them from time to time, as the applicable conditions will be those in force at the time of entering into a contract (as defined below), or otherwise at the moment of using the website.

If you have any query related to the Terms and Conditions of Purchase or the Privacy Policy, please contact us through the contact form.

The Contract (as defined below) may be formalised at your choice in any of the languages in which the Conditions are available on this website.

## **2. OUR DETAILS**

Sale of goods through this web page is carried out under the trademark OYSHO by ITX HELLAS SINGLE MEMBER, S.A., a Greek company with registered address at 59 Stadiou Street, Athens, Greece, T.I.N. 094352564, Athens Tax Office for Commercial Companies.

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

The personal details or information you provide shall be processed in accordance with the Privacy Policy. The use of this website implies your consent for the processing of the aforementioned information or details. You likewise confirm that all the information and details you provide are true and accurate.

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

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

- i. to use this website solely to consult the information therein and to place legally valid orders.
- ii. not to place any false or fraudulent orders. In the event that we have reasonable grounds to believe that any order of this type has been placed, we shall be authorised to cancel it and inform the corresponding authorities.
- iii. to provide us with a correct and accurate email and postal address and/or any other contact details. Likewise, you authorise us to use this information in order to contact you as necessary (see our Privacy Policy).

If you fail to provide us with all the information we require, we shall be unable to process your order.

By placing an order on this website, you are declaring that you are over 18 years of age and are legally eligible to enter into a contract.

## **5. AVAILABILITY OF SERVICE**

Items offered through this website are only available in Greece (excluding the Holy Mountain on Athos Peninsular).

If you wish to order items via this website from an EU member state other than Greece, you are welcome to do so. However, the items ordered can only be delivered to an Oysho store or to an address in Greece.

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

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

In order to make an order, you must follow the online purchase procedures and click on "Authorise payment". You will then receive an email acknowledging receipt of your order (Order Confirmation). Please remember that this does not mean that your order has been accepted. as this represents an offer that you have made to us to purchase one or more products. All orders are subject to our acceptance of which you will be informed via an email confirming that the order has been sent ("Delivery Confirmation"). The product purchase contract between you and us ("Contract") shall only be formalised once we send you the "Delivery Confirmation". Only those products listed in the Delivery Confirmation will be subject to the Contract. We will not be obliged to supply you with any other product that could be subject to the order until we confirm that these have been sent in a Delivery Confirmation.

## **7. PRODUCT AVAILABILITY**

All product orders are subject to availability. Therefore, in the event of any difficulties occurring with regard to the supply of products or if they are no longer held in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value than those you had ordered. If you do not wish to order these substitute products, we will refund any amounts you may have paid.

## **8. REJECTED ORDER**

We reserve the right to withdraw any items from this website at any time and/or remove or edit any material or content on this website. Although we make every possible effort to process all orders placed with us, exceptional circumstances may arise in which we may need to refuse to process an order after we have already sent you an Order Confirmation, which we reserve the right to do at any time at our complete discretion.

We accept no liability towards you or towards any third party for the withdrawal of any items from this website or for the removal or editing of any material or content on this website or for refusal to process or accept an order after we have sent you an Order Confirmation.

## **9. DELIVERY**

Without prejudice to the provisions set forth in clause 7 above regarding the availability of products, except in the event of exceptional circumstances, we shall endeavour to send the order containing the product(s) listed in each Delivery Confirmation prior to the delivery date which appears on the Delivery Confirmation or if no delivery date is given, within the estimated period indicated on selecting the delivery method, and in any event within 30 days following the date of the Order Confirmation.

Nevertheless, delays may occur for reasons such as customisation of the product, unforeseen circumstances, or the delivery area. If for any reason we are unable to meet the delivery date, we will notify you of these circumstances and give you the option of continuing with the purchase, setting a new delivery date or alternatively, of cancelling the order with a full refund of the amount paid. With regard to the virtual gift card, we will send it on the date indicated by you when you placed the order. Please bear in mind that in any event we will not make home deliveries on Saturdays or Sundays, except in the case of the virtual gift card which will be delivered on the date indicated by you.

For the purpose of these Conditions, the “delivery” will be considered as made, or that the order has been “delivered” at the time you or a third party you have indicated for this purpose acquires physical possession of the goods, which will be accredited by signing the receipt of the order at the agreed delivery address. The virtual gift card shall be deemed to be delivered in accordance with the Terms and Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

## **10. INABILITY TO DELIVER**

If we are unable to deliver your order to you, we will try to find a safe place to leave your parcel. We will also leave a note explaining where your order is and what you have to do to collect it. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another day.

If the order still could not be delivered after 15 days from the point at which your order is available for delivery and for reasons for which we are not to blame, we will assume that you wish to cancel the Contract and the Contract will be deemed as terminated. As a result of the termination of the Contract, we will return all payments received from you including delivery charges (except for any additional delivery charges resulting from your choice of a delivery method other than the basic and least expensive method offered) as quickly as possible and, at any rate, within 14 days of the date that the Contract was terminated.

Please note, however, that carriage resulting from termination of the Contract may involve a higher cost, which we are entitled to charge you.

This clause does not apply to the virtual gift card, the delivery of which shall be governed by the Terms of Use of the Gift Card and the terms of Clause 9 above.

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

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

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

## **12. PRICE AND PAYMENT**

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

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

The prices given on the website are inclusive of VAT but do not include delivery fees, which shall be added to the total amount as shown on our Shopping Guide - Delivery.

Prices may change at any time, but (except as stipulated above) this will not affect orders for which we have already sent an Order Confirmation.

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

You can pay with Visa, MasterCard or American Express credit cards, Affinity Card or PayPal. You can also pay all or part of your purchase using a gift card or a credit voucher card issued by ITX Hellas Single Member, S.A.

In order to minimise the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card in order to ensure that there are sufficient funds in order to complete the transaction. Your card will be charged as soon as your order leaves our warehouses. If you pay using PayPal, a gift card or a credit voucher card issued by ITX Hellas Single Member S.A., payment will be charged as soon as we confirm the order.

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

Credit cards will be subject to verification and authorisation by the corresponding issuing body. However, we will not be held liable for any delays or failure to deliver if said body does not authorise payment and we will be unable to formalise any Contract with you.

#### Orders via online devices available in stores and how to pay for these orders

If you place an order through one of the electronic devices available for this purpose in OYSHO shops in Greece, you must follow the purchasing procedure steps that appear on the device by completing or verifying the information requested at each step. You can modify the details of your order during the purchase procedure, before the payment stage. You must choose the payment method and whether or not you want a gift receipt (if this option is available) before submitting your order definitively. Please note that at the time you click on the "Payment Approval" button on the device's screen, your order becomes binding and you are obliged to pay for it.

Payment can be made with Visa, Mastercard and American Express credit cards, and the above formalities apply for validating and approving your card. You also have the option to pay for your order at the store's cash desk, in which case payment can be made using all forms of payment that are available at the store.

### **13. EXPRESS CHECKOUT**

Using the express checkout function (hereinafter "Express Checkout"), you can buy items on this website more easily, without having to enter delivery, invoicing and payment details for each purchase. The Express Checkout option will be available in the "Shopping Bag" section.

To use the Express Checkout function, you will have to save your card details. You may do so when you pay with any of the cards that are accepted on this website, by selecting the option marked "save my card details". This will result in the following details being saved: your card number, the name of the cardholder as shown on the card, and the expiry date.

In order to save your card details and use the Express Checkout option, you will have to accept the applicable Terms and Conditions and the Privacy Policy.

By agreeing to use the Express Checkout, you are granting your permission for purchases made using this tool to be charged to the card linked to the tool. In any event, use of your cards will be subject to the conditions you have agreed with the card issuer. You will be able to save the details of as many cards as you wish in the Express Checkout, which means you will have to make at least one payment with each of them. If you wish to save the details for more than one card, the card whose details you have saved most recently will be considered as your "Favourite Card," which will be used to charge purchases made via the Express Checkout. However, you will be able to change your Favourite Card in the "My Account" section of this website.

In order to use the Express Checkout, you only have to click on the "Express Checkout" button which will be shown in the Shopping Bag. A screen will appear showing details of the delivery, invoicing and payment of your purchase. The information shown on this screen cannot be edited, and so if any of the details are incorrect, you must not complete the purchase. To make purchases using other data, please do not use the Express Checkout service.

You can modify your Favourite Card linked to the Express Checkout in the “My Account” section of this website. The provisions of this clause shall not apply if you make a purchase as a guest.

#### **14. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT). In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, as transposed into the Greek VAT Code, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered (i.e. Greece), and Greek VAT shall apply at the prevailing rate in Greece.

#### **15. EXCHANGE AND REFUNDS POLICY**

##### **15.1 Right to withdraw from purchase**

Right to withdraw

If you enter into this contract as a consumer and user, you have the right to withdraw from this Contract (except for those products mentioned in clause 15.3 below, for which the right to withdraw is excluded) within a period of 14 calendar days without giving any reason. Gift card returns are governed by the relevant Terms of Use of Gift Cards.

The withdrawal period will expire 14 calendar days after you or a third party appointed by you acquired actual possession of the goods, or, if the goods included in your order were delivered separately, 14 calendar days from the date when you or a third party appointed by you acquired actual possession of the last of these goods.

In order to make use of your right to withdraw, you must contact OYSHO through one of the communication channels available at the section “CONTACT” in our website and inform us of your decision to withdraw from this Contract by means of an unequivocal statement.

You may use the standard withdrawal form included as an appendix to these Terms and Conditions, although this is not compulsory.

In order to comply with the withdrawal period, all that is required is to deliver a notification of your intention to make use of this right within the corresponding period.

Effects of withdrawal

If you withdraw from the Contract, we will refund all of the payments you have made, including delivery costs at the initial place of delivery (except for additional costs arising as a result of you choosing a delivery method other than the least expensive ordinary delivery service we offer under clause 15.3. below), without any undue delay, and in any event within at least 14 calendar days from the date on which you inform us of your decision to withdraw from the Contract. In any case you won't be charged with any other expenses/fees for the refund of your money. We will make the refund using the same means of payment you used for the initial transaction. You will not be charged any additional

costs as a result of the refund. However, we may withhold the refund until the goods have been received, or until you have supplied evidence of having returned the goods, depending on whichever condition is the first to be fulfilled.

You may return or deliver the products to us by hand at any OYSHO store in Greece, without undue delay and in any event no later than 14 days from the day on which you have informed us of your withdrawal from this Contract. The deadline is considered to have been met if you send back the goods before the period of 14 days has expired. Unless you deliver the goods at an OYSHO store in Greece or to a drop-off point of the associated courier/partner in Greece, you shall bear the direct cost of returning the goods.

You will only be liable for any loss in value of the goods resulting from any unsuitable handling other than that necessary to ascertain the nature, characteristics and functioning of the goods.

## **15.2 Legal right to withdrawal**

In addition to the consumers and users' legal right to withdrawal referred to in clause 15.1 above, we provide a 30-day period from the delivery date within which you may return the products (except for gift cards and those products listed in clause 15.3 below, which are excluded from the right to withdrawal). Gift card returns are subject to the Terms and Conditions of Use for Gift Cards.

If you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you shall be reimbursed, only, with the amount paid for said products. If you do not choose any of the free return methods, mentioned in clause 15.3, you shall bear the direct costs of returning the said products. You may exercise your right of withdrawal in accordance with the provision of clause 15.1 above, however should you inform us of your intention to withdraw from the Contract after the legal term for withdrawal has expired, you shall, in any case, return the goods to us within the 30 day term as from the "Delivery Confirmation".

## **15.3 Common provisions (for both cases of withdrawal)**

1) EXCEPTIONS FROM THE RIGHT OF WITHDRAWAL: Most of our products are considered products for personal and intimate use, so returns will not be accepted after the packaging that protects the product has been opened, as well as its security seals or protection devices. Nor will returns of garments that have already been worn be accepted. In any case, you shall not have the right to withdraw from the Contract when it concerns any of the following products:

- Fashion jewellery and hair accessories must be returned in their original packaging. They must NEVER have been opened or worn. Returns of 18k gold-plated jewellery cannot be accepted if the pouch is not included.
- We do not accept exchanges or refunds on corsetry adhesive accessories.
- Exchanges and refunds are not accepted for the removable cups.
- We do not accept exchanges or returns of cosmetic products.
- Product packs (packages with more than one item) such as packs of briefs, socks, etc. are considered as ONE single item, so its packaging should not be open and returns will not be possible for parts of packages or individual items from packages.
- Briefs, thongs and boy shorts come into contact with intimate areas so when you receive them in your order, you'll notice that a protection device ensures they haven't been worn previously.

It's a small strip of plastic that mustn't be torn or removed if you might want to return the item, or a security seal (sticker) so you can try it on without the fabric coming into direct contact with your skin. Whether it's a personal order or a gift, it's ESSENTIAL that these items have these pieces still intact.

- Swimsuits and Bikinis. Swimwear will come with a security seal or sticker so you can try them on without the fabric coming into contact with your skin. If they are to be returned, the seal cannot be removed, nor can the item be returned in poor condition.

2) PROPER CONDITION OF THE RETURNED PRODUCTS. Your right to withdraw from the Contract applies exclusively to those products that are returned in the same condition as you received them. No refunds will be made on products that have been used beyond their mere opening, for products that are not in the same condition as when they were delivered, or if they have been damaged in any way. It is therefore important that you handle the products carefully whilst they are in your possession. Please return the item using or enclosing all of its original packaging, the instructions and other documents that accompanied it. You must fill in and include the receipt you received on delivery. You will receive summarised information of your right to withdraw together with your order. Returns of Gift Cards are governed by their Terms of Use.

3) RETURN METHODS AND COST: Upon cancellation, the respective products shall be returned via one of the following methods:

a) RETURNS AT ANY OYSHO STORE

You may return any product purchased through this website at any of the OYSHO stores in Greece as long as it features the department to which the product you wish to return belongs to. In such a case, you should visit the store and return the product along with the receipt you received upon delivery, fully completed.

Returns of products ordered via electronic devices available in shops and paid at the shop's cash desk. Please note that with regard to orders placed via an electronic device at one of OYSHO shops in Greece and paid for at the store's cash desk, the return of these products can only be made at a OYSHO shop in Greece and not in the manners "b" or "c" mentioned hereinbelow or in any other way.

RETURN COST AT An OYSHO STORE: Any product return at a OYSHO store is always free of charge.

b) RETURNS THROUGH THE DROP-OFF METHOD

You may return the products at one of the collection points of the associated courier/partner available in Greece. To do this, you should request the return from the "Returns" section of "My Account" on the website and follow the directions provided in there in order to return them at one of the collection points of the associated courier/partner available in Greece. You must return the item in the same package that you received it. If you have made your purchase as a guest, you should request the return via the Drop-Off method by clicking on the link appearing at the order confirmation e-mail that we sent you or by contacting us through one of the communication channels available at the section "CONTACT" in our website.

COST OF RETURN VIA THE DROP-OFF METHOD: Should you choose the DROP-OFF method for returning a product from an order, you will be charged with the cost mentioned each time in the "Exchange & Returns" section in the Shopping Guide of the website. This cost will be deducted from the refunded value of the returned product. If no cost is mentioned in that section this means the drop-off method is free of charge.

c) RETURNS BY HOME COLLECTION:

You may return the products via the HOME COLLECTION method, in which case we will send a courier to pick up your package at the address of your choice. To do this, you should request the return from the "Returns" section of "My Account" on the website, following the rest of the instructions mentioned in there. You must return the item in the same package that you received it. If you have made your purchase as a guest, you should request the return by following the information attached to the link that is included in the order confirmation e-mail that we sent you or by contacting us through one of the communication channels available at the section "CONTACT" in our website.

COST OF RETURN BY HOME COLLECTION: Should you choose the HOME COLLECTION method for returning a product from an order, you will be charged with the cost mentioned each time in the "Exchange & Returns" section in the Shopping Guide of our website. This cost will be deducted from the refunded value of the returned product.

4) PROCEDURE FOLLOWING A RETURN: After examining the returned product in detail, we shall inform you of whether you have the right to reimbursement. Delivery costs will be reimbursed only when the legal right of withdrawal is exercised within the statutory period and under the very specific conditions mentioned in clause 16.1 above (please see "Effects of Withdrawal"). We will process your refund as soon as possible and, in any case, within 14 days of you having informed us of the withdrawal. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase. You shall be responsible for the cost and risk of returning the items to us, as indicated above. If you have any questions, you can contact us through one of the communication channels available at the section "CONTACT" in our website.

#### **15.4 Return of faulty products**

In the case where you consider that the product you have ordered, at the time of delivery, does not conform to the terms of the Contract, you must contact us immediately through one of the communication channels available at the section "CONTACT" in our website, describing in detail the product and its defect, and we will provide you with further instructions for subsequent action. You may return the product through any of the available return methods mentioned hereinabove. The product must be returned together with the receipt you have received upon its delivery. Upon receipt of the returned product, we shall carefully examine it and notify you via email within a reasonable time period of your right to a replacement or refund (as appropriate). We aim to process the refund or replacement of the product as soon as possible and, in any case, within 14 days from when we confirm via email that you are entitled to a refund or replacement for the defective product. In the case of a defective product, the amount paid shall be reimbursed in full, including a refund of the delivery charges and any reasonable costs incurred by you in returning the item. This provision does not affect your statutory rights under the legislation in force.

#### **15.5 RIGHT TO CANCEL AND RETURN PRODUCTS ORDERED FROM ABROAD**

If you have ordered products through this website from another European Union market outside Greece, the above details apply for the returns with the restriction that the returns via a courier that

we designate can only be made from the original address in Greece where the product was delivered to.

At the same time, we would like to inform you that we are not obliged in any way to pay the shipping costs when the place of return is different from the original delivery address or the costs of the return if the place to which the item is to be returned to is outside Greece (except in the case of defective products, in which case this term does not apply).

## **16. LIABILITY AND DISCLAIMERS**

Unless specifically expressed otherwise in these Terms and Conditions, our liability for any product acquired on our website is strictly limited to the purchase price of said product.

Notwithstanding the above, our liability is not excluded or limited under the following circumstances:

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

Without prejudice to the above paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms and Conditions, we accept no liability for the following losses, regardless of their origin:

- i. loss of income or revenue;
- ii. loss of business;
- iii. loss of profits or agreements;
- iv. loss of expected savings;
- v. loss of data; and
- vi. loss of time in management or business hours

Due to the open nature of this website, and the possibility of errors occurring in the storage and transmission of digital information, we are unable to guarantee the accuracy and security of the information transmitted to and obtained through this website unless otherwise expressly stated therein.

All product descriptions, information and materials posted on this website are provided "as are" and without specific guarantees, implied or otherwise, except for the guarantees stipulated by law. In this regard, if you enter into the contract as a consumer and user, we are obliged to deliver you items that comply with the Contract, with the obligation to remedy any non-conformity that may exist at the time of delivering the product. The products shall be considered as complying with the Contract providing

(i) they match the description we provide and possess the qualities we have indicated on this website, (ii) they are suitable for the purposes for which products of the same kind are usually intended, and (iii) they show the usual quality and features that would normally be expected of a product of the same kind.

To the fullest extent permissible by law, but without excluding anything that may not lawfully be excluded before consumers or users, we hereby disclaim all other guarantees of any kind.

## **17. INTELLECTUAL PROPERTY**

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

## **18. VIRUSES, PIRACY AND OTHER COMPUTER SECURITY ATTACKS**

You may not make unlawful use of this website by deliberately introducing therein viruses, Trojan horses, worms, logic bombs or any other program or material that may be technologically damaging or destructive. You shall not attempt to gain unauthorised access to this website, the server on which said website is hosted or any other server, computer or database related to our website. You undertake not to attack this website by means of a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause may imply a breach of current legislation. We shall report any infringement

of said legislation to the corresponding authorities and shall cooperate with them in order to discover the attacker's identity. Likewise, failure to comply with this clause shall mean that you are no longer authorised to use the website with immediate effect.

We accept no liability for any damage arising from a denial-of-service attack, virus or any other technologically damaging or destructive program or material that may affect your computer, hardware, data or materials as a result of the use of this website or downloading contents therein or from other websites you are redirected to from our website.

## **19. LINKS FROM OUR WEBSITE**

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

## **20. WRITTEN COMMUNICATIONS**

Legislation requires that some of the information or communications we send to you to be in writing. By using this website, you accept that most of our communications will be in electronic format. We will contact you through one of the communication channels available (please refer to the section "CONTACT" in our website. For contractual purposes, you consent to the use of this electronic means

of communication and accept that any contract, notification, information and other mailings that we send you electronically comply with the legal requirements that such communications be in writing. This condition does not affect your statutory rights.

## **21. NOTIFICATIONS**

The best way to send us notifications is through our contact form. In accordance with the provisions set forth in clause 20, and unless stated otherwise, we are entitled to send you information either by email or to the postal address provided by you when placing the order.

Notifications will be deemed received and carried out correctly as soon as they are posted on our website, 24 hours after an email is sent or three days following the postage date on any letter. In proving the service of any notification, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

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

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

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations which resulted from it, without first obtaining our prior written consent.

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

## **23. FORCE MAJEURE**

We accept no liability for any non-compliance or delay in the compliance of any obligations that we assume under a Contract, attributable to events which are beyond our reasonable control ("Force Majeure"). A Force Majeure Event includes any act, event, failure to exercise, omission or accident that is beyond our reasonable control including, among others, the following:

- i. Strikes, lock-outs or other industrial action.
- ii. Civil revolts, riot, invasion, terrorist attacks or terrorist threats, war (whether declared or not) or threat or preparation for war.
- iii. Fire, explosions, storms, floods, earthquakes, subsidence, epidemics or any other natural disasters.
- iv. Inability to use railways, shipping, aircraft, motor transport and other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.

vi. Acts, decrees, legislation or restrictions of any government or public authority.

vii. Strikes, failures, or accidents involving marine or river transport, postal or otherwise.

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

#### **24. WAIVER**

The fact that we may not insist on strict compliance with any of the obligations you assume under the Contract or any of these Terms and Conditions, or do not exercise any of the rights or actions that we are entitled to exercise or interpose pursuant to said Contract or these Terms and Conditions, shall not constitute a waiver of said rights and actions nor release you from complying with said obligations.

No waiver made by us regarding a specific right or action shall imply the waiver of any other rights or actions arising from the Contract or the Terms and Conditions.

No waivers on our behalf of any of these Terms and Conditions or rights or actions arising from the Contract shall take effect unless expressly stated and communicated to you in writing in accordance with provisions set forth in the Notifications section above.

#### **25. SEVERABILITY**

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

#### **26. CONTRACT INTEGRITY**

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

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

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

## **27. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS**

We have the right to review and modify these Terms and Conditions at any time. You will be subject to the current policies and Terms and Conditions each time you use this website or place an order, except in the event that we are required to make changes to said policy, Terms and Conditions or Privacy Statement due to legislation or the decision of governmental bodies. In such case, the possible changes will also affect any previous orders placed.

## **28. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and the product purchase contracts through said website shall be governed by Greek legislation. Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Greek courts. If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognized in any applicable legislation in effect.

## **29. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form. If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address [contact@oysho.com](mailto:contact@oysho.com) in order to seek an out-of-court settlement.

In this regard, if the purchase between you and us has been concluded online through our website, we in line with EU Regulation No. 524/2013 hereby inform you that you are entitled to seek to settle with us the consumer dispute out-of-court through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

Last updated on 8/8/2022.

**ANNEX**

**Model withdrawal form**

**(complete and return this form only if you wish to withdrawal from the contract)**

To ITX HELLAS SINGLE MEMBER, S.A., operating under the trademark OYSHO, address: 59, Stadiou str, Athens, Greece.

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

Ordered on/received on (\*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date

(\*) Delete as appropriate