

OYSHO IRELAND

TERMS AND CONDITIONS

1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of items through this website (hereinafter, the "Terms"). Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "Data Protection Policies") prior to using this website. By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that you use this website or at the time of the formation of the Contract (as defined below) shall be the applicable ones. By purchasing any item from this website, you enter into a contract with us on these terms.

2. OUR DETAILS

Your contract for sale of items through this website is with ITX Retail Ireland Limited, an Irish company with company number 347364 whose registered office is at Fifth Floor, Block 5, Harcourt Centre, Dublin 2 with VAT No. IE 6367364Q ("us"/"we"/"our"/"ITX Retail Ireland"). ITX Retail Ireland, part of the Inditex group of companies, sells items through this website under the OYSHO name. You may contact our customer service department by calling our freephone number 1800 553430, or filling out the contact form on our website, or by emailing us at contact_ie@oysho.com.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The personal details or information you provide shall be processed in accordance with the Data Protection Policies. The use of this website implies your consent for the processing of this information or details, and you confirm that all the information and details you have provided to us 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 speculative, 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 authorized to cancel it and inform the relevant authorities.
- iii. to provide us with a correct and accurate email and postal address and/or any other contact details and to acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies).

If you do not give us all the information that we need, we may not be able to complete 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

The items offered via this website are only available for delivery to the Republic of Ireland.

If you wish to order items from another EU member state outside of the Republic of Ireland via this website, you are of course welcome to do so, however the ordered items can only be delivered to a delivery address within the Republic of Ireland.

6. HOW THE CONTRACT IS FORMED

The information in these Terms 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 item 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 "Place order" to submit the order. You will then receive an email confirming receipt of your order (the "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 items. All orders are subject to acceptance by us, and we will confirm this acceptance to you by sending you an email that confirms that the item is being sent (the "Shipping Confirmation"). The purchase contract between you and us (the "Contract") will only be formed once we send you the Shipping Confirmation.

Only those items listed in the Shipping Confirmation will be subject to the Contract. We will not be obliged to supply you with any other item that may have been party of your order until we confirm that these have been sent in a separate Shipping Confirmation.

7. ITEM AVAILABILITY

All orders for items are subject to availability. Therefore, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of the same or higher quality and value which you can order. If you do not wish to order these substitute items, we will refund any amounts you may have paid.

8. REFUSAL OF ORDER

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

9. DELIVERY

Subject to availability (see clause 7 above) and unless there are any exceptional circumstances, we will endeavour to send the order containing the items listed in each Shipping Confirmation by the delivery date which appears on the Shipping Confirmation or, if no estimated delivery date is given, within 30 days of the date of the Order Confirmation. If we fail to deliver the items within 30 days of the date of the Order Confirmation, you may cancel the Contract and we will reimburse you the price paid for the items and any delivery costs paid.

Nevertheless, delays may occur for reasons such as customisation of the item, unforeseen circumstances, or the delivery area. If for any reason we are unable to meet the delivery date, we will contact you as soon as possible 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 place your order.

Please bear in mind that in any event we will not make home deliveries on Saturdays or Sundays, except for virtual gift cards, which will be delivered on the date indicated by you.

For the purpose of these Terms, "delivery" or "delivered" will be deemed to have occurred at the time you or a third party nominated by you acquires physical possession of the items, which will be evidenced by signing for the receipt of the items 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. UNABLE TO DELIVER

If we are unable to deliver, Your item(s) will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day. If after 15 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we will assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. This clause will not apply to the virtual gift card for which the delivery will be governed by the Terms and Conditions of the Gift Card and clause 9 above.

11. TRANSMISSION OF RISK AND OWNERSHIP

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

You will acquire ownership of the items once we receive the full payment of all amounts due in relation to the same, including delivery fees, or when you have received physical possession of the goods 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 items shall always be that stipulated on our website, except in cases of obvious error. Although we make every effort to ensure that all prices featured on this website are correct, errors may occur. If we discover an error in the price of any of the items 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 item(s) at an incorrect lower price (even if we have sent you the Shipping Confirmation) if the price error is obvious and could have been reasonably recognised by you as incorrect.

The prices given on this website are inclusive of VAT but do not include delivery costs, which will be added to the total amount due as set out in our Shopping Guide - Delivery.

Prices may change at any time, but (except as set out above) this will not affect orders for which we have already sent you an Order Confirmation. Therefore, except as provided above, price adjustments on previous orders are not permitted.

Once you selected the items, all the items that you wish to purchase will be added to your shopping bag. The next step is to go through the checkout process and make the payment. To do this, you must follow the steps indicated in the purchase process, filling in or checking the information required in each step. During the purchase process, before making payment, you may modify the details of your order. 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 the "My Account" area.

You can pay with Visa, MasterCard or American Express credit cards, or PayPal. You may also pay for all or part of your order using a gift card or credit voucher card for Oysho, Zara, Zara Home, Massimo Dutti, Pull & Bear, Bershka, or Stradivarius issued for the Republic of Ireland.

In order to minimise the risk of unauthorised access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorisation on your card in order to ensure that there are sufficient funds in order to complete the transaction. No charge will be made to your credit card until your order has been dispatched for delivery. However, if you pay using PayPal, a gift card or a credit voucher card, payment will be charged as soon as we confirm the order.

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

Credit cards will be subject to verification and authorisation by your card issuer, but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a contract with you.

Please note that Fashion Retail, S.A. of Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña, Spain, registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, and tax identification number A-70301981, will collect and make refunds on behalf of ITX Retail Ireland Limited in relation to all payments made through this online platform.

13. BUYING ITEMS AS A GUEST

This website also allows you to make purchases as a guest. Using this method, you will only be asked for the information that is necessary to process your order. Once the purchase process is complete, you will be offered the possibility to register as a user, or to continue as an unregistered user.

14. EXPRESS CHECKOUT

You can use the express checkout feature ("Express Checkout") to make it easier for you to shop on this website, as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the View Basket section.

To use Express Checkout you will have to save your card information. You can do this when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option. This will result in your card number and card expiry date being saved.

To save your card information and use Express Checkout, you will have to accept the Privacy Policy.

By agreeing to use Express Checkout, you give your authority that purchases paid through Express Checkout will be charged to your linked card. Card usage will be governed by the terms and conditions you have agreed to with your card issuer.

You can save the details of as many cards as you like in Express Checkout; to do so you must have made at least one payment with each of them. If you have card information saved for more than one card, the card whose information was saved most recently will be considered your "Favourite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favourite Card in the My Account section of this website.

To use Express Checkout, all you need to do is click on the "Express Checkout" button that appears in the Shopping Basket. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information, do not complete the purchase. To make purchases using different details, please do not use Express Checkout.

You can change your Favourite Card linked to Express Checkout in the My Account section of this website.

The provisions of this clause will not apply if you are buying items as a guest.

15. VALUE ADDED TAX

All purchases done through this website are subject to the statutory Value Added Tax (VAT). The prices on this website include VAT.

16. EXCHANGE AND REFUNDS POLICY

You may cancel your order for any reason up to 30 days from the date on which you receive the Shipping Confirmation, by notifying us of your decision to cancel using the following contact details: by calling us on 1800 553430, or through the online contact form on our website. To meet the cancellation deadline, it is sufficient for you to have sent your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you have been charged for any items, we will process a refund, which will include the cost of standard delivery to the original delivery address. Please refer to our Returns and Exchanges Policy in our Shopping Guide for further information.

Return of gift cards is governed by the Terms and Conditions of the Gift Card.

You do not have the right to cancel the Contract when it is for the delivery of any of the following categories of "Excluded items":

Excluded Items

1. Items that have been made to your specifications or clearly personalised.

2. Sealed audio recordings, sealed video recordings or sealed computer software, once they are unsealed/unwrapped after you have received them

3. Sealed items that are not suitable for return for health protection and hygiene reasons (eg underwear, swimwear, earrings, socks, fragrances, hosiery, and sealed packs of leggings), and that have been unsealed after delivery, or if the hygiene label is no longer in place.

Specific terms apply to the following items, due to their particular characteristics:

Multipacks of products such as knickers or socks – these are considered to be one single item. The packaging must be unopened and no partial packs or single items can be returned.

Knickers, thongs and cheekies are in contact with intimate parts of the body and are delivered with a protective seal that prevents them from being tried on or worn. You must not remove or rip this small plastic strip if you wish to return the item. If the plastic strip is not intact, it will not be eligible to be returned.

Swimsuits and bikinis – all swimwear will be delivered with a protective seal or sticker so that you can try it on without the fabric coming into direct contact with your skin. If you wish to return any of these items, you must not remove this seal, and the garments must not be torn, stained or damaged.

Fashion jewellery and hair accessories – must be returned in their original packaging, and must never have been opened or worn.

Premium jewellery and corsetry, adhesive accessories – no exchanges or refunds

Removable cups – no exchanges or refunds

Cosmetic products – no exchanges or refunds

When you receive the items, you may handle them to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop. Items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and any labels or tags must be intact. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the items.

In the event of any doubt regarding the condition of returned items, the opinion of Oysho.com's specialised staff will prevail. This will be following an inspection of the item, in order to prevent fraudulent return of items that have been worn or damaged.

Please return the items using or including all their original packaging, instructions, and other documents, if any, accompanying the items.

Returns Methods

You can return an item by dropping it off at your local An Post in the Republic of Ireland. In order to do this, you should request a return by means of the "drop off return" option in the "My Account" section of this website. We will send you an email with the instructions that you must follow to continue with drop off returns. You must send the item in the same packaging that you received it, and follow the directions on the "Returns" section of this website. If you have bought any items as a guest, you can request the drop off return by following the link to the returns process that was contained in both the Order Confirmation and Shipping Confirmation emails.

Unless you are exercising your right of withdrawal within 14 days, for the first time, as described below, then you will have to pay for the postage cost of returning your items back to us. We will deduct a fixed amount, notified to you in advance, from the final amount refunded to you.

Multiple Return Shipments: If you have exercised your right of withdrawal within 14 days, but already returned items from your order, and now wish to make a second or subsequent return shipment from the same order, then please note that in respect of the second and any subsequent return shipment, you will have to pay for the postage cost of returning those items back to us. We will deduct a fixed amount, notified to you in advance, from the final amount refunded to you.

If you do not wish to use these return methods, you will have to be responsible for the return costs. You should send the item to the following address: Oysho, NH3, Unit A Saxon Avenue, Grange Park, Northampton NN4 5EL, UK. You will also need to include with your item a print out of the E-ticket that was attached to the Shipping Confirmation, which is also saved under "Your Account" on the website and on the App. Please bear in mind that if you wish to return the items to us freight collect/cash on delivery, we may charge you any costs incurred in such return.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid (deducting any postage/delivery charge for Multiple Return Shipments). Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the items which the relevant parcel consisted of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding this, 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 earlier. The refund less the fixed return costs if applicable (please see above) will always be paid using the same payment means you used to pay for your purchase.

You are responsible for the cost and risk of returning the items to us, as indicated above.

If you have any questions, you can contact us by calling 1800 553430 or via the contact form on our website.

Returns of non-OYSHO items

You are responsible for checking the contents of any packages before you return them to us.

We are not responsible for the care or return of the contents of any packages which are erroneously returned to us (which included any products provided by other retailers) ("Erroneous Returns").

We may (but are not required to) contact you to inform you that you have made an Erroneous Return.

We will store any Erroneous Returns which we receive for a period of 14 days from the date we receive them. If you have not contacted us regarding the Erroneous Return within this time we will presume that the relevant contents have been abandoned. We reserve the right to destroy any such Erroneous Returns without notice to you.

Given the volume of returns we process, we do not promise that we will be able to locate all Erroneous Returns we receive.

If we are able to locate an Erroneous Return, we will take reasonable measures to return the relevant contents to you, but reserve the right to first require you to reimburse us for our reasonable costs in processing, storing and returning those contents to you.

Returns of defective items

If the item that you have received is defective, please notify us by calling 1800 553430 or by using the contact form on our website, and return the item as described above. Please provide proof of purchase, for example a copy of the E-ticket attached to the Shipping Confirmation. We will examine the item and if we deem it to be defective, we will provide a full refund including delivery charges, and the refund will be paid using the same means of payment that you originally used to pay for your purchase. These provisions do not limit any applicable statutory rights.

RIGHT OF WITHDRAWAL

You have the right to withdraw from your order within 14 days, without giving any reason, although please note you have no right to withdraw items that are classed as 'Excluded Items' as mentioned above. The withdrawal period is counted from the day of the delivery of the last item(s) in your order. The easiest way to exercise your right of withdrawal is to contact us by calling 1800 553430 or by using the contact form on our website, and returning the goods to us using the returns method described above.

However, to meet the withdrawal deadline, it is sufficient for you to let us know about your decision to withdraw from your order before the withdrawal period has expired.

You may also use the model cancellation form as set out in the Appendix to these terms, although it is not obligatory.

If you have ordered items from outside the Republic of Ireland, from another EU member state via this website, then:

- The provisions of this Clause 16 shall apply regarding withdrawal, returns and exchanges; and
- We are under no obligation to repay shipping costs to destinations other than to the original Republic of Ireland delivery address, nor will we repay the return costs from destinations outside the Republic of Ireland;

except if the item is defective, in which case the provisions of the paragraph above entitled "Returns of defective items" will apply in all cases.

Effects of withdrawal

We will refund all payments received from you, including the costs of our standard delivery option to the original delivery address, without undue delay and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. We will use the same means of payment that you used to pay for your order and this will not cause you any extra fees.

We may withhold the refund until we have received the items back, or you have supplied evidence of having sent back the items, whichever is the earlier.

You must send back the items or hand them over to us without undue delay, and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. Please use the returns method described above, and you will need to bear the cost of returning the items to us.

You are only liable for any diminished value of the items resulting from their handling, other than that which is necessary to establish the nature, characteristics and functioning of the items.

17. LIABILITY AND DISCLAIMERS

Nothing in these Terms shall exclude or limit in any way our liability:

- a. For death or personal injury caused by our negligence;
- b. For fraud or fraudulent misrepresentation;
- c. For the conformity of goods with this Contract; or
- d. 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.

We are responsible to you for any lack of conformity of the goods with the Contract, foreseeable loss or damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the items for domestic and private use. If you use the items for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering items to you that: (i) are free from any charge not disclosed to you before entering into the Contract; and (ii) comply with the description given by us and possess the correct quantities, qualities, functionalities and other features that we have presented in this website, (iii) are fit for the purposes for which items of their kind are normally used and (iv) be delivered along with any accessories including packaging or instructions that you may reasonably expect to receive and (v) show the quality and performance which are normal in items of the same type and which can reasonably be expected.

We warrant to you that any item purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest quality, but natural characteristics are inevitable and should be accepted as part of the

individual appearance of the item. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

18. 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 license 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.

19. VIRUSES, HACKING AND OTHER COMPUTER SECURITY ATTACKS

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately. We will use reasonable care and skill to ensure that the website and App are safe, secure and free from bugs, viruses and other defects. Except to the extent it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects.

20. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third party materials, please note that these links are for information 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.

21. 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 by email or provide you with information by posting alerts on this 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.

22. NOTIFICATIONS

All notices given by you to us should be given to us via our email address contact_ie@oysho.com. In accordance with clause 21, 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.

23. TRANSFER OF RIGHTS AND OBLIGATIONS AND RECIPIENTS OF GIFTS

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. However, where a consumer has been a party to a contract with us and has given goods acquired under the Contract to another consumer as a gift, that other consumer shall be entitled to exercise all rights and remedies under this Contract on the same terms and conditions as would have been originally given to the consumer who was the original party to this Contract.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

24. 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.

25. WAIVER

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

26. SEVERABILITY

In the event that these Terms or any provisions of 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 provisions will continue to be valid to the fullest extent permitted by law.

27. CONTRACT INTEGRITY

These Terms 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 a Contract, 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.

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.

28. OUR RIGHT TO MODIFY THESE TERMS

We have the right to review and modify these Terms at any time. You will be subject to the current policies and Terms 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 or Data Protection Policies due to legislation or the decision of governmental bodies. In which case, any potential changes will also apply to any orders previously placed by you.

28. LAW AND JURISDICTION

The use of our website and the contracts to purchase items through this website are governed by Irish law. Any dispute that arises from or related to the use of the website or those contracts will be subject to the non-exclusive jurisdiction of the Irish courts.

29. COMMENTS AND SUGGESTIONS

Your comments and suggestions are important to us. Please send us your comments and suggestions through our contact form on the website.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address contact_ie@oysho.com or via the contact form on our website, or by calling 1800 553430.

If you purchased from us through our website, you may be entitled to seek to settle the consumer dispute with us out-of court, through the EU platform for the online dispute resolution which is available at <http://ec.europa.eu/consumers/odr/>.

Last updated 04 June 2024

WITHDRAWAL FORM

(only fill in and send this form if you wish to withdraw from the contract)

(Complete and return this form only if you wish to terminate the contract)

To ITX Retail Ireland, Fifth Floor, Block 5, Harcourt Centre, Harcourt Road, Dublin 2, or via contact_ie@oysho.com

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

Ordered/received on (*)

Consumer's name:

Consumer's address:

Consumer's signature (only if this form is submitted on paper)

Date

(*) Delete as necessary

T&C APP&FEATURES

These Terms and Conditions of Use (the "Terms") govern the access to and use of the services and various features available on Oysho's app (the "App") and various features available on the App, and, some of them also available in other platforms (the "Features"), These Terms are in addition and without prejudice to the Purchase Conditions of www.oysho.com, where applicable.

Features include: (i) the option to purchase items via the App, this being deemed to be a purchase made on Oysho's online store (the "Online Store"), and therefore subject to the Purchase Conditions of www.oysho.com; (ii) the option to manage receipts for purchases made on the Online Store; (iii) the option to use your QR code to identify yourself as a Oysho user; and (iv) (should there be any Oysho Physical Stores in the Republic of Ireland) the option to receive an electronic receipt (e-receipt) or electronic proof of purchase, by previously selecting the option "*Digital receipt*" on your App and showing at Oysho's Physical Stores your QR ID, for such purposes. You can, for each transaction, opt to receive a digital receipt rather than a paper receipt.

Online Stores are operated in the Republic of Ireland by ITX Retail Ireland Limited, a company registered in Ireland with company number 347364 whose registered office address is Fifth Floor, Block 5, Harcourt Centre, Harcourt Road, Dublin 2 and VAT number IE 6367364 ("ITX" or the "Company"). Any Physical Stores would also be operated by the Company.

1. GENERAL DESCRIPTION OF THE FEATURES

1. Purchase of items on www.oysho.com via Oysho's App

Customers can purchase items on www.oysho.com via Oysho's 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 upon purchasing any item.

1.2 Management of receipts for purchases made on the Online Store

Receipts for purchases made on the Oysho Online Store are stored on the App, specifically in the 'My Purchases' section.

1.3 Identify yourself as a Oysho user by showing your QR ID.

Your QR ID is valid to identify yourself in the store, simplifying procedures and allowing you to have a better experience. Your QR ID may also allow you to participate in promotional actions and get other advantages, which will be subject to the corresponding terms applicable in each case.

1.4 Obtaining an electronic receipt

Should there be any Oysho Physical Stores in the Republic of Ireland, then when paying for a purchase in Physical Stores, you could obtain a receipt in electronic format instead of the paper one. To do this, you must have previously activated the option "*Digital receipt*" on the App, and then present your QR ID code so that the receipt can be automatically sent to the App.

From then on, you may make exchanges or returns at Physical Stores using your QR ID, in accordance with the applicable Terms and Conditions, Oysho's commercial policy, and all relevant legislation.

In this instance, you will not be issued a paper receipt. **Therefore, it is paramount that you understand that by activating the option “Digital receipt” on your App you are expressly requesting the e-receipt or the proof of purchase in electronic form, and are therefore opting out of receiving it in paper form.** You can, before each transaction, opt whether to receive the digital receipt or the paper receipt, depending on which is convenient for you.

At all times, any governing statute on e-receipts or any other applicable regulation, and those to which these Terms and Conditions are bound, shall always prevail.

If you wish to de-register as a user of the App, you can request, during the de-registering process, that all your receipts stored in the App can be sent by email to an email address that you designate for this purpose.

1.5 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 make returns in Physical Stores (if any), 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 AND FEATURES

In accordance with applicable laws, ITX reserves the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, whether generally or specifically for one or more users, the availability of the Oysho’s App or of any or the Features, and to modify, suspend or delete, under the same terms, the availability of the App / all or part of the Features.

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 Oysho’s App / the different Features. You agree to use Oysho’s App / the Features 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 Oysho’s App / the Features.

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 malfunctions occur when you are using the 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/ the Features.

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

Any of the elements that form part or are included in the App/Features 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 these Terms. 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;
- 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.