

TERMS AND CONDITIONS OF PURCHASE AND USE

OYSHO

1. INTRODUCTION

This document (together with the documents mentioned in it) contains the terms and conditions governing the use of this website (www.oysho.com) and the purchase of the items contained in it (henceforth the "Conditions").

Please read these Terms and Conditions carefully as well as the information on Cookies and on Personal Data Protection (henceforth to be referred to jointly as the "Data Protection Policies") before using this website. We hereby inform you that any use of this website or placing of an order through it implies acceptance of its Terms and Conditions and Data Protection Policies, so please do not use this website unless you agree to all of its Terms and Conditions and Data Protection Policies.

You may contact us using the appropriate contact form should you have any query with regard to our Terms and Conditions and Data Protection Policies.

Contracts (as defined below) may be entered into, as you choose, in any of the languages that the Terms and Conditions are available in on this website.

2. OUR DETAILS

Sales of products on this website are managed by ITX Italia S.r.l., with its registered office is in 20122 Milan, Largo Corsia dei Servi 3, tax code and VAT no. is 11209550158, REA no. is MI- 1447159, telephone number 800 875531, e-mail address contact_it@oysho.com and contact information can be found in the "contacts" section of this www.oysho.com website.

3. YOUR DETAILS AND ACCESS TO OUR WEBSITE – SINGLE INDITEX ACCOUNT

The information or personal details provided by you will be processed in accordance with our Data Protection Policy. By using our website, you authorise us to process this information and personal details and declare that all the information and/or personal data provided to us to be accurate and correct. By activating the "Single Inditex Account" functionality, you may use your user and password to access all the websites, in their various applications and supports, of the different commercial formats of the INDITEX Group in Italy (ZARA www.zara.com, ZARA HOME www.zarahome.com, PULL & BEAR www.pullandbear.com, BERSHKA www.bershka.com, OYSHO www.oysho.com, MASSIMO DUTTI www.massimodutti.com, STRADIVARIUS www.stradivarius.com and LEFTIES, www.lefties.com) (the "Brands"). Thus, you will be able:

- to access each website of the INDITEX Group's Brands with the same user and password, without having to register previously at each of them;
- to share and keep the data included in "My Account" section, such as addresses or telephone numbers, updated. If you update any of them, you will only need to change them in one of the websites.

Please note that your orders will be viewed and managed, and any queries relating thereto will continue to be available on the website of each Brand exclusively. Likewise, the purchase conditions applicable to your purchases will be those displayed at each website, which you must have read through and expressly accepted before placing an order at any such websites.

If once activated, You no longer wish to have a Single Inditex Account, you must delete your account and continue purchasing on our website as a guest.

4. USE OF OUR WEBSITE

By using and/or by placing orders through our website, you agree:

- (i) to use the website only for carrying out consultations or for placing legally valid orders;
- (ii) not to place false or fraudulent orders. Where we have plausible reasons to believe that an order of this kind has been made, we shall be authorised to cancel it and notify the relevant authorities;
- (iii) to provide us with your e-mail address, postal address and/or other contact details truthfully and correctly. You likewise consent to our use of this information to contact you (if necessary, please have a look at the information on Personal Data Protection).

Unless you provide us with all the information required, we will not be able to process your order.

By placing an order through this website, you guarantee you are of legal age (at least 18 years old) and have the legal capacity to enter into binding contracts.

5. SERVICE AVAILABILITY

The items offered on this website are exclusively available for delivery in Italy (with the exception of San Marino, Liviano, Campione d'Italia and the waters of Lake Lugano).

It is possible to place an order from another EU Member State through this website. The relevant products may be delivered exclusively to Italian territory, to any Oysho store or residence / domicile address (with the exception of San Marino, Livigno, Campione d'Italia and the national waters of Lake Lugano).

6. METHOD OF ENTERING INTO THE CONTRACT

The information provided in these Terms and Conditions and the details contained on this website do not constitute an offer to the public, but merely an invitation to treat. There shall be no contract between you and ourselves over any products until we have expressly accepted your order. Where your order is not accepted but your account has already been charged, you will be refunded the full amount charged.

To place an order, you will need to follow the online purchase process and click "Authorise Payment". You will then receive an email confirming that your order has been received ("Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order is an offer that you are making to buy one or more products from us. All orders will be subject to our approval, which you will be informed of in an email confirming that the order is being shipped ("Shipping Confirmation"). Details of the order will be summarised in the electronic receipt attached to the Shipping Confirmation (the "E-Ticket"). A contract of sale for a product ordered by you (the "Contract") shall only be deemed entered into between you and ourselves where we send you the Delivery Confirmation.

Only the products stated in the Shipping Confirmation shall be the subject matter of the Contract. We shall not be under any obligation to provide you with any other product that has not been ordered unless the shipment of that product has been confirmed in the Shipping Confirmation.

7. PRODUCT AVAILABILITY

All product orders are subject to availability. To this end, in the event of supply problems or stock shortages, we reserve the right to provide you with information on replacement products of the same or higher quality

and value, which you are free to decide to order. If you do not wish to place an order for such replacement products, we will refund you any amount already paid by you.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and/or to delete or modify any material or content on the website. Although we will always do our utmost to follow up all orders, exceptional circumstances may arise that oblige us to refuse to process orders after we have sent out an Order Confirmation, and we reserve the right to do this at any time.

We shall not be liable to you or to any third party for removing any product from this website, for deleting or modifying any material or content on the website, or for failing to process an order after the Order Confirmation.

9. CHECKING AVAILABILITY IN-STORE AND RESERVING IN-STORE (option only available via the website www.oysho.com and via the mobile site)

Availability in-store

The user can check the availability of a specific product. Then, a window or pop-up will open where the user must enter their postcode or city and will be able to select one of the physical stores that appear in the drop-down menu and check the availability of a specific product at the selected store.

This information is only valid at the time of the enquiry. The enquiry alone does not reserve the product. If the user wants to reserve the product at a physical store, they must follow the instructions described below.

Reserving in-store

The aim of this clause is to determine the conditions in which the user can use the reservation service for products published on the website and then subsequently purchase them at the physical store, defining the requirements of the reservation. Reservation of the items offered on this website is only available at OYSHO stores in Italy. The prices on the website include VAT. The payment methods that can be used are those available at the OYSHO physical store in question, in Italy.

The user must visit the OYSHO Italy website and find the product they are interested in. Then, they must click “stock and reservation in physical stores”. A window or pop-up will automatically open where the user must enter their postcode or city to check the availability of the item at the nearest OYSHO physical stores in Italy.

Then, the user must select the physical store that they want to collect the product from, from the list that will appear on screen, and then click “Reserve”. The user must fill in the form that appears on the screen, entering the following details: name, email, phone number and product size. Once the form has been completed, the user will receive an email and an SMS stating that the reservation has been processed and providing the reference number. This email does not confirm that the product is available. The availability and reservation of the product will be confirmed or refused in a later email. If the reservation is confirmed, the user must go to the OYSHO physical store in Italy selected in the previous steps within 24 hours and within that store’s opening times, starting from the time at which the reservation confirmation email was received. After that period, the reservation will be cancelled and invalid. When the user visits the store to purchase the reserved item, they must show the reservation reference number at the physical store.

When the user reserves a product at a selected store, they do not pay online, they have no obligation to purchase the item, they only commit to visiting the store within the period in which the product will be

reserved. The user must be aware that the reservation of their product(s) by OYSHO involves immobilising stock for the period in which it is reserved for the user.

The user will not be able to use the in-store reservation function from the start of the Sale period. After such period, only that season's items can be reserved. The option to check stock availability and reserve in-store can be deactivated.

OYSHO commits to managing the reservation request within the timeframe indicated during the reservation process and in line with the business hours of each OYSHO store in Italy, which can be viewed [here](#).

If the user eventually buys the product reserved at an OYSHO physical store in Italy, the sales guarantee and returns policy of that establishment will apply, without prejudice to consumers right provided by applicable law, as the sale is made in person and not online.

10. DELIVERY

Notwithstanding Clause 7 below, and except in the case of extraordinary circumstances, we undertake to do everything within our power to send the product(s) ordered, as stated in the relevant Shipping Confirmation, by the date stated in the Shipping Confirmation or, where no delivery date is specified, within the estimated time for the selected delivery method and, in any case, within 30 days from the date of the Order Confirmation.

Nonetheless, delays may occur due to a variety of reasons, such as customisation of products, the occurrence of unforeseen occurrences or the delivery area.

As for virtual gift cards, these will be sent to you by the date you stated when placing the order.

Where we are unable to comply with the delivery deadlines for any reason, we will notify you and give you the option either to continue with the purchase by setting a new delivery date or to cancel the order, with the ensuing refund of the entire amount paid. Please note that no deliveries are made on Saturdays and Sundays, except for virtual gift cards, which will be delivered on the dates you stated.

For the purposes of these Terms and Conditions, a "delivery" shall be deemed to have been made or an order "delivered" once you or a third party stated by you are in physical possession or control of the product(s), which will be evidenced by the signing of the order receipt at the delivery address agreed to.

Virtual gift cards will be deemed to have been delivered as stated in the Gift Card's Terms and Conditions of Use and, in any case, once they have been sent to the e-mail address you have provided.

11. INABILITY TO DELIVER

Where we are unable to complete the delivery of your order, we will attempt to leave it in a safe place. If this is not possible, your order will be sent back to our warehouse. In that case, we will leave you a note specifying where your order is being held and how to arrange a new delivery. If you are unable to be present at the place of delivery at the agreed time, we will ask you to contact us again to arrange a new delivery date.

If delivery is not possible for reasons not attributable to us after 15 days as from the date on which your order is available for delivery, we will assume that you intend to cancel the Contract, which will be then deemed to have been annulled. As a result of the cancellation of the Contract, we will refund the full amount you paid, including delivery costs (excluding any additional costs incurred from your choice of a delivery method other than the usual one offered by us) without undue delay and, in any event, within 14 days of the date of cancellation of the Contract.

Please note that shipping resulting from the cancellation of the contract may incur additional costs that will be charged to you.

This Clause does not apply to virtual gift cards, whose delivery is governed by the provisions set out in the Gift Card's Terms and Conditions of Use and Clause 10 above.

12. TRANSFER OF RISK AND OWNERSHIP OF THE PRODUCTS

All product-related risks shall be borne by you as soon as the product has been delivered to you.

You will acquire ownership of the product as soon as we have received full payment of all amounts owed to us, including shipping charges, or at the time of delivery (as defined in Clause 10 above) whichever occurs later.

13. PRICING AND PAYMENT

13.1 Pricing

The prices of the product shall be the ones stated on our website, unless there is an obvious error. Although we undertake to do everything in our power to ensure that every price appearing on the website is correct, errors may occur. If it comes to our attention that the price of the products you have ordered is incorrect, we will inform you as soon as possible and give you the option of reconfirming your order at the right amount or cancelling it. If we cannot get in touch with you, the order will be cancelled and you will be refunded the full amount paid.

We shall not be under any obligation to provide you with any product(s) at the incorrectly stated lower price (even where we have already sent you the Shipping Confirmation) where the price error was obvious and unequivocal and you could therefore have reasonably recognised it as a mistake.

Prices shown on the website are inclusive of VAT but exclusive of shipping costs, which are to be added to the total amount to be paid, as stated in our Purchasing Guide - Shipping Costs.

Prices may change at any time; however (unless stated previously) no changes will affect the orders for which we have already sent an Order Confirmation.

Any items you wish to buy will be added to your cart as soon as you have chosen them, after which you can complete the order and make your payment. To do so, you will need to follow the purchase instructions, by entering or verifying the information requested during each step of the purchase process. You may also modify your order details at any time of the purchase process prior to payment. If you wish, before placing your order, you can request a gift receipt, which does not specify the sale amount (provided this option is available), for the intended gift recipient. The gift receipt cannot be used to obtain a refund of the initial amount. You will find a detailed description of the purchase process in the Purchasing Guide. What's more, if you are a registered user, a list of all your orders will be available in the "My Account" section.

13.2 Payment

You can pay with the following credit cards: Visa, MasterCard, American Express or by Google Pay, Apple Pay, PostePay or PayPal. You may also pay all or part of the entire purchase amount using a gift card issued by ITX Italia S.r.l.

To reduce the risk of unauthorised access, your card details will be encrypted. Once we have received your order, we will request a pre-authorisation on your credit card to make sure you have sufficient funds to complete the transaction. The actual charge on your card will be made at the time your order leaves our warehouse.

If the payment method you choose is PayPal, the charge will be made at the time of confirmation of the order.

We would like to inform you that the payments made through this on-line platform, as well as, if necessary, the refunds in your favour, will be managed on our behalf by the company Fashion Retail, S.A. based in Coruna (Spain), Avenida de la Diputación, Edificio Inditex, Arteixo, registered with the Chamber of Commerce of the Coruña, vol. 3425, page 49, C-47731, 1st entry, Tax Code/VAT no. A-70301981.

By clicking "Authorise Payment", you confirm that the credit card you are using is your own, or that you are a legitimate gift card holder.

Credit cards will be subject to verification and authorisation by the issuer. However, should the latter fail to authorise the payment, we shall not be responsible for any delay or failure to deliver and we will not be able to enter into the Contract with you.

If you place an order through the electronic devices available in some Oysho sales outlets in Italy, you may also be given the option to pay for that order at the store's cash desk, in which case you can make your payment according to that store's available payment methods.

13.3 Quick Purchase

The Quick Purchase feature (henceforth "Quick Purchase") lets you make simplified purchases on this web page, saving you the need to enter shipping, billing, and payment information for each purchase. Quick Purchase will be available in the "View Cart" section.

To use Quick Purchase, you will need to save your card details. You can do so when you make a payment with any of the accepted cards on this webpage by selecting the option "Save my card details". This involves storing the following data: card number, name of card holder and card-expiry date.

To save your card data and use Quick Purchase, you must accept the valid Terms and Conditions and Personal Data Protection Policy.

As soon as you agree to use Quick Purchase, you will be authorising us to charge you for the purchases you have started the payment process for through this tool, on the corresponding card associated with this tool. The use of your cards, however, will be governed by the terms and conditions agreed to between you and your card issuer.

Quick Purchase lets you save the data for as many cards as you want, but you will need to make at least one payment with each of them. If you wish to save data for more than one card, the last card you have saved information for will be considered your "Preferred Card", which purchases made through Quick Purchase will be debited from by default. However, you may modify your Preferred Card in the "My Account" section of this web page.

To use Quick Purchase, just click on the "Quick Purchase" button that will appear in the Shopping Cart. A screen will immediately appear with your purchases' shipping, billing, and payment information. The information available on this screen cannot be edited, so if any of the information is incorrect, do not complete your purchase. To make a purchase using other information, please do not select the Quick Purchase option.

The provisions of this Clause shall not apply where you purchase products as a guest.

14. MAKING PURCHASES AS A GUEST

The option to make purchases as a guest is also available on this site. This purchase method will only ask you for the information required for processing your order. Once you have completed the purchasing process, you will be offered the opportunity to register as a user or continue as a non-registered user.

15. VAT (VALUE ADDED TAX)

Under the current legislation in force, any purchase made through the website shall be subject to Value Added Tax (VAT).

16. RETURN/EXCHANGE POLICY

16.1 Statutory right of withdrawal

Right of withdrawal

If you are completing a transaction as a consumer, you will be entitled to withdraw from the Contract within a period of 14 days without having to provide any reason.

The withdrawal period referred to in the preceding paragraph expires 14 days from the day on which you, or a third party other than the courier and stated by you, takes physical possession of the items or, in the case of multiple items ordered in a single order and delivered separately, expires 14 days as from the day on which you or a third party, other than the courier and stated by you, takes physical possession of the final item.

To exercise your right of withdrawal, you will have to inform us of your decision to terminate the Contract, through an explicit statement, communicated to us, for instance, by sending a letter to OYSHO Carretera Tordera-Palafolls S/N 08490 Barcelona, by calling on 800 875 531, by emailing to tcontact_it@oysho.com or by filling in the appropriate contact form. You may use the attached withdrawal form for this purpose, though this is merely optional.

To meet the withdrawal deadline, you will only need to send the corresponding communication on right to withdraw before the end of the withdrawal deadline.

Effects of withdrawal

Should you withdraw from the Contract, all payments you have made to us will be refunded in full, including any delivery costs (except for additional costs incurred from your choice of delivery method other than our standard economy one), without undue delay and no later than 14 days, from the day that you notify us of your decision to withdraw from the Contract. Refunds will be made under the same method of payment that you used for the original transaction. You will not, in any case, incur any fees for such refunds. Notwithstanding the above, refunds may be delayed until the returned items are received or we receive confirmation from you that the items have been dispatched, whichever is sooner.

You can return the goods or deliver them to us free of charge at any OYSHO store located in Italy or to any of the authorised delivery points in Italy, at a potential fixed delivery cost at your expense, as the case may be, as specified in our policy returns described on the product detail page and in the "RETURNS" section of our website. You could also return the goods to OYSHO Carretera Tordera-Palafolls S/N 08490 Barcelona, without undue delay and, in any event, within 14 days as from the day you have notified us of your withdrawal from this Contract. Please note that if you decide to send the products directly to OYSHO, you will need to attach the E-Ticket you will have already received with the Shipping Confirmation. The deadline is met where you return the goods within the 14-day period.

You shall bear the direct costs for returning the goods, except where they are returned to any of OYSHO's stores located in Italy or, as the case may be, to any authorised delivery points in Italy,

You will only be liable for reductions in value of goods caused where handle them in a way that is not necessary for determining their nature, features and function.

16.2 Right of withdrawal under the contract

In addition to the right of withdrawal recognised by legislation for consumers and users referred to in the preceding Clause 16.1, we will grant you a 30 days period to return a product, as from the date of receipt of its Shipping Confirmation (except for the products referred to in Clause 16.3 below, where right of withdrawal is excluded). Gift card returns are governed by the gift card's Terms and Conditions of Use.

Where you return the products within the deadline for the contractual right of withdrawal, but after the deadline for the statutory right of withdrawal, you will only be refunded the amount paid for these products. You shall bear the direct costs of returning goods, unless you return them to any of OYSHO's shops located in Italy or, as the case may be, at authorised delivery points in Italy.

You may exercise your right of withdrawal under the provisions of Clause 16.1 above, and it shall be understood that, should you inform us of your intention to terminate the Contract, after the deadline has passed for exercising your statutory right of withdrawal, you shall have to deliver the goods in any case within a period of 30 days as from the date you received the Shipping Confirmation.

16.3 Common provisions

You may not withdraw from the Contract where its subject matter concerns the supply of one or more of the following products:

1. Customised items.
2. Music CDs/DVDs not in their original wrapping.
3. Sealed items that are not suitable for return for hygienic reasons and which have been opened after delivery.

Your right of withdrawal from the Contract shall exclusively apply to products returned in the same condition you received them in. We remind you that you are responsible for the content of the returned package. No refunds will be made regardless of the return options you have chosen, if: i) the package received contained an incorrect item and /or different from the product ordered or to be returned; ii) the product has been used other than merely being opened iii) products that are not in the same condition as they were delivered or if they have been damaged or for underwear, apart from bras and tights, that has been tried on. Please, then, take care of the products while they are at your disposal and in your possession. Please return the item by using or including the original packaging, instructions and other documents accompanying the products, if any, in the parcel. Notwithstanding the information provided above, in the specific case of underwear, with the exception of bras and tights, products shall also be fitted with protective devices that prevent them from being used and/or tried on.

In the case referred to in letter i) above, that is, in the event of an error in the contents of the package returned by you, we will be authorized to charge you the transport costs in the event that it is possible to manage and return to you the package received.

Changes may only be made for a different size or colour of the same product. You can return the product free of charge to any OYSHO sales point located in Italy or to authorised delivery points in Italy at a potential fixed delivery cost at your expense, as the case may be, as specified in our policy returns described on the product detail page and in the " RETURNS" section of our website.

a. Return to an OYSHO Shop

You may return the product to any OYSHO shop in Italy that has the corresponding product department for the product you wish to return. In that case, you will have to go to the shop in person and deliver the item together with the E-Ticket that you will have received along with the Shipping Confirmation and which you will also find available in the www.oysho.com website's "My Account" section and in the Oysho application. You can produce the electronic receipt in digital format on your telephone screen or in a hard copy.

a.1. Ordered-item returns, through electronic devices at shops, paid in cash or with a payment-on-delivery-method

You can return the products ordered through a payment-on-delivery method at the selected sales outlet, by going exclusively to one of the Oysho shops in Italy. We remind you where orders made through the payment-on-delivery method are not collected and paid for within 10 days as from the date they are available to you on for collection and payment at the authorised Oysho shops (you will receive a "Confirmation of order arrival at the store" email), for reasons not attributable to us, we will assume you intend to cancel your order and the corresponding Contract will therefore be cancelled at no cost to you.

You can return the products originally ordered through the electronic devices available in the Oysho stores in Italy, and paid for at the cash desk of the store where the order was placed, exclusively by going to one of the Oysho stores in Italy.

The returns methods b) listed below are excluded, as are any other method.

b. Returning to authorised delivery points in Italy

You may return the product to one of the authorised delivery points in Italy by accessing the "My Account" section and requesting this method of return. We will reply by sending you a prepaid return label that you must attach to the package containing the product and return it to any authorised delivery point in Italy. Please return the product in the original packaging in which it was received, following the directions given in the "RETURNS" section on the www.oysho.com website. If you made a purchase as a guest, you may request this method of return using the link provided in the Order Confirmation. Once the due checks have been made, we will post you the corresponding return label, which you will have to affix to the parcel and deliver to one of the authorised delivery points in Italy.

Please note that this return method might have fixed delivery costs at your expense in the following cases: i) for each of your return requests made after 14 days from the date of delivery of the order and ii) for second return requests of the same order containing multiple items, even if made within 14 days from the date of delivery of the order, you will be charged a fixed amount as return cost, according to the return policy described on the product detail page and in the "Returns" section of our website. We will deduct this cost directly from the refund of the amount paid for the returned items.

If you do not wish to use any of the free return methods available, you will be responsible for all the return costs. Please note that if you decide to return your products by the "cash-on-delivery" method, we will be authorised to charge you the corresponding costs.

c. Returns by courier

You can return the product by courier organized by us by accessing to the "My Account" section and requesting this return method. You must return the product in the wrapper and package in which you received it, following the instructions in the "RETURNS" section of this website. If you have purchased the products as a guest, you can request a courier pickup by clicking on the link included in the Order Confirmation and following the relevant instructions indicated. For each of your return requests, you will be

charged a fixed amount as the cost of returning the return, according to the return policy described in the product detail page and in the " Support " section of our website. We will deduct this cost directly from the refund of the amount paid for the returned items.

Once we have assessed the conditions of the item, we will inform you whether or not you will be entitled to a refund of the amount paid. Shipping costs will be refunded where the right of withdrawal is exercised within the deadline provided for and all the items covered by the same delivery are returned. The refund will be made as soon as possible and in any event, within 14 days as from the date on which notice has been given of your intention to withdraw from the Contract. Notwithstanding the above, refunds may be delayed until the returned items are received or we receive confirmation from you that the items have been dispatched, whichever is sooner. The refund will always be made through the payment method used to make the purchase, unless otherwise agreed and as long as the gift receipt has not been used.

You will bear the costs and risks of returning the products, as stated above. If you have any queries, you can contact us through our contact form or by calling us on 800 875 531.

16.4 Return of defective products

If you believe, at the time of delivery, that the product does not conform to the terms of the Contract, you must contact us immediately by using our contact form, indicating the product data as well as the damage incurred, or by calling us on +39 800 875 531, and we will advise you of the procedure to follow.

You must return the product, together with the E-Ticket you will have received together with the Shipping Confirmation, to any OYSHO sales outlet in Italy or to one of the authorised delivery points in Italy. We will carefully examine the returned product and notify you by email, within a reasonable period, our response.

In case of lack of conformity, we will proceed with the refund or replacement of the product (as the case may be), unless you require otherwise and provided that your request is feasible and/or not excessively burdensome for us pursuant to applicable legislation, s. Unfit items will be refunded and/or replaced as soon as possible and, in any case, within 14 days as from the date on which we confirm a refund or a replacement of the unsuitable article.

The amount paid for products that are returned due to damage or flaw, will be fully refunded, including the delivery costs incurred by you for the item's shipment and return. Refunds will always be made under the same payment methods used for making the purchases, unless otherwise agreed.

These provisions do not limit any applicable statutory consumers rights.

16.5 Right of withdrawal and return of orders made from abroad

If you have placed an order through this website outside Italy, or from another EU member state, the provisions contained in articles 16.1, 16.2, 16.3 will be applicable, except for the estimate related to the courier we have commissioned, applicable only if the withdrawal is made from the original address in Italy.

We would also like to inform you that in no case and under no circumstances (with the exception of clause 16.4, not applicable to this article) are we required to bear the costs of shipping or return for sending products to or from destinations other than the original address in Italy.

17. LEGAL GUARANTEE

All Items sold through this website are covered by legal guarantee provided by law in favour of consumers, to cover any lack of conformity existing at the time of delivery of that products.

Legal guarantee covers any lack of conformity of items detected within two years from their delivery..

There is a lack of conformity if, for example, the product you have purchased (i) does not comply with the description provided and does not possess the qualities shown in this website; (ii) is not suitable for the purposes for which items of their kind are normally used; (iii) doesn't have the quality and performance which are normal in items of the same type which can reasonably be expected, taking into account that kind of product and, where appropriate, its specific features. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in case of consumers and users, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website.

In case of lack of conformity of items, in the cases and within the terms provided for by the applicable legislation you are entitled to have the goods restored to conformity with the contract, where possible, or to the other remedies stated, free of charge. If you believe that one or more of the purchased products show any lack of conformity, please contact us through the contact information available on this website.

18. LIABILITY AND EXEMPTION FROM LIABILITY

Except where otherwise provided for under these Terms and Conditions, our liability for the products purchased on our website shall be limited exclusively to the purchase price of the product in question.

Notwithstanding the above, our liability is neither excluded nor limited in the following cases:

- a) Cases of death or personal injury arising from our negligence;
- b) Cases of fraud or fraudulent activity; or
- c) Any circumstance in which it is illegal or unlawful for us to exclude, limit or attempt to limit or exclude our liability.

Notwithstanding the provisions set out in the preceding paragraph in so far as current regulations so permit, and unless otherwise provided for under these Terms and Conditions, we shall not accept any liability for any indirect damage such as:

- i. loss of profit;
- ii. loss of turnover;
- iii. loss of earnings or loss of contracts;
- iv. loss of anticipated savings;
- v. loss of data, as well as wasting office administration time.

Owing to the open nature of this website and the possibility that errors may occur in the storage and transmission of digital information, we do not guarantee the accuracy and security of information transmitted or obtained through this website unless expressly stated otherwise.

These provisions do not in any way limit the rights granted to consumers under current legislation.

19. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyrights, trademarks and any intellectual property rights whatsoever relating to the materials or content presented as an integral part of the website are our property and the property of those who have granted us licence for their use. You may only use this material for the purposes you have received express authorisation for from us or from those who have granted us licence to use it. This will not prevent you from using the website as far as necessary for copying the information regarding your order or contact details.

20. VIRUSES, PIRATING AND OTHER RISKS OF CYBER ATTACK

You must avoid any inappropriate use of this site as well as the introduction of viruses, Trojan horses, worms, logic bombs, or other program or materials that may cause technological damage. Unless you are so authorised, you must not access the website or the server it is hosted on, or any other server, computer, or database relating to our website. You undertake not to participate in DoS attacks against this website.

Failures to comply with this clause may constitute violations under the relevant regulations. Should these regulations fail to be complied with, we shall endeavour to inform the competent authorities, with whom we shall collaborate, to identify the perpetrators of the attack. Likewise, should the provisions of this Clause fail to be complied with, your authorisation for using this website shall be immediately withdrawn.

To the fullest extent permitted by the current regulations in force and in compliance with the fundamental rights of consumers, we shall not accept any liability for any damage or loss resulting from a DoS attack, virus or other program or materials that may cause technological damage to your computer, computer equipment, data or materials, as a result of using our website or downloading its content, or which redirect users to it.

21. LINKS FROM OUR WEBSITE

Where our website contains links to other pages or third-party materials, such links will be provided solely for information purposes, without any control on our part over the content or materials contained in those pages or websites. Accordingly, we shall not accept any liability in the event of any damage or loss resulting from their use.

22. WRITTEN COMMUNICATIONS

The applicable regulations stipulate that part of the information or communications we send you has to be in writing. By using this website you accept that most of the communications exchanged with us shall be in an electronic format. We will contact you by email or provide you with information by setting up specific notices on this website. For contractual purposes, you agree to this electronic means of communication and acknowledge that all contracts, notices, information and other communications that we will provide to you electronically comply with the legal requirement that stipulate that such communications should be in writing. This provision does not in any way limit the rights recognised under current regulations.

23. NOTIFICATIONS

All communications addressed to us should preferably be sent using our online form. Without prejudice to the provisions stated in in Clause 22, we reserve the right to send any communications by email or post to the address you provided us with when you placed your order. Communications shall be deemed received and duly conveyed once they are uploaded on our website, 24 hours after an email is sent, or three days after the date of shipment. For the purposes of demonstrating a communication has been conveyed, it will be sufficient to prove, in the case of a letter, that it was properly addressed, stamped and handed over to the postal service and, in the case of an email, that it was sent to the email address of the recipient.

24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and ourselves is binding on both of us and on our respective successors and assignees.

You are prohibited from transferring or assigning the Contract or any of the rights or obligations arising from it in any way, without our prior written consent. We shall have the right at all times and in any way to transfer, assign, sub-contract or freely dispose of the Contract as well as any right or obligation arising under it. For the purposes of avoiding any misunderstanding, no transfer, assignment, subcontract or other disposal under

the Contract shall have any impact whatsoever on the rights that fall to you as a consumer or undermine, reduce or limit any of the guarantees or liabilities explicitly or implicitly offered by us.

25. FORCE MAJEURE

We shall in no way be liable for any non-compliance or delay in the performance of any of the obligations under the Contract caused by events beyond our reasonable control ("Force Majeure Events").

Force Majeure Events are understood here as any act, event, non-occurrence, omission or accident outside any reasonable control. This term includes, by way of example but without being limited to, the following:

1. Strikes, lockdowns or any other industrial action.
2. Riots, uprisings, invasions, terrorist attacks or threats of terrorist attacks, wars (whether declared or not), or threats of war.
3. Fires, explosions, storms, floods, earthquakes, landslides, epidemics or other natural disasters.
4. Inability to use railways, sea and air freight, motorised transport or other means of public or private transport.
5. Inability to use public or private telecommunication networks.
6. Acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accident.

Performance of the obligations under the Contract shall be suspended throughout the duration of any event of Force Majeure Event. We shall be granted an extended period for performing the Contract corresponding to the duration of the Force Majeure Event. It is to be understood that we shall do our utmost, during a Force Majeure Event, to find a solution for meeting our contractual obligations.

26. WAIVER

If, during the lifetime of the Contract, we fail to require full compliance of any of your obligations, or any of the obligations provided for under these Terms and Conditions, or we even fail to exercise any of the rights or actions we are entitled to under the Contract or these General Terms and Conditions, this shall not constitute a waiver of such rights or remedies and shall not exempt you from meeting your corresponding obligations.

Any possible tolerance on our part of a breach by you shall not constitute a waiver of any future action against any further breaches.

No waiver on our part of any of your obligations under the Contract or these General Terms and Conditions shall be valid unless expressly communicated in writing, under Clauses 19 and 20 above.

27. SEVERANCE

Where a competent authority rules any clause or part of any clause of these General Terms and Conditions or any of the provisions of the Contract to be invalid, unlawful or unenforceable, that clause, term or provision shall be deemed to be severed whereas the remaining clauses, terms, and provisions shall remain valid to the fullest extent permitted by law.

28. INTEGRITY OF THE CONTRACT

These General Terms and Conditions, as well as any document they make express reference to, constitute the entire agreement between you and ourselves over the subject matter of the Contract and supersede any previous agreement or arrangements between us, whether oral or written.

We, the Parties, hereby acknowledge that, in signing the Contract, neither of the parties has relied on any representation, pledge or promise made by the other party, or inferable from anything written or said during the negotiations prior to the Contract, except where expressly stated in these General Terms and Conditions.

Neither party shall be entitled to remedy any false statements made by the other party, whether orally or in writing, prior to the date of each Contract (except where a false statement is fraudulently made), and the only forms of action that the other party may take shall be for breach of Contract, as provided in these Terms and Conditions.

29. RIGHT TO AMEND THESE TERMS AND CONDITIONS

We reserve the right at all times to revise and amend these Terms and Conditions. You shall be bound by the General Terms and Conditions in force at the time of your order, unless a change has to be made to the General Terms and Conditions or to the Privacy Policy under legislation or at the request of a government authority (in which case, such amendments will also apply to the orders that have already been placed).

30. APPLICABLE LAW AND JURISDICTION

Use of our website and the purchase of products through this website are governed by Italian law.

Any dispute arising from or relating to the use of the website or any contracts entered into on it shall fall under the jurisdiction of the court in the place of residence or domicile of the consumer.

If you are entering into this Contract as a consumer, this clause does not in any way affect your legal rights as a consumer.

31. QUERY, COMPLAINT AND THE EUROPEAN ONLINE DISPUTE RESOLUTION (ODR) PLATFORM FOR CONSUMERS

If you have any feedback, suggestion, or query, you can send it through the contacts available on our website. Our Customer Service will manage your query as soon as possible, and in any case, according to the terms provided by law.

We also provide consumers and users with official complaint forms, which can be requested by calling 800 875 531 or through our contact form.

If you believe your rights as a customer have been violated, you may make a formal complaint via the e-mail address contact_it@oysho.com for the purposes of reaching a settlement.

In this regard, we inform you that, pursuant to Regulation (EU) No 524/2013, you are entitled to ask for an out-of-court resolution of disputes relating to orders placed via this website through the European platform ODR (Online Dispute Resolution) [http: / /ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr) provided by the European Commission to resolve online disputes arising from online contracts between consumers and traders.

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ANNEX

Return form (please fill out and return only if you wish to withdraw from the contract) to ITX Italia S.r.l., operating under the name OYSHO, Carretera Tordera-Palafolls S/N 08490 Barcelona or by email to contact_it@oysho.com.

I hereby notify my withdrawal from the sales contract for the following items:

Ordered on (*)/received on

(*) Customer name

Customer address

Customer signature (only for paper forms)

Date (*)

Delete as appropriate

TERMS AND CONDITIONS OF USE OF 'OYSHO' APP FEATURES

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on OYSHO's App (as defined below). 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 goods via OYSHO's 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 the electronic receipt (e-receipt) or electronic proof of purchase, by showing at OYSHO's Physical Stores the designated exclusive QR code (QR ID). Both Physical Store and Online Stores are operated in Italy by the company ITX Italia S.r.l., having its registered office at Largo Corsia dei Servi n.3, Milan Italy, number of registration in the Business Register of Milan, Fiscal Code and VAT Number 11209550158.

1. GENERAL DESCRIPTION OF THE SERVICE

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

Customers can purchase goods 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 good.

1.2 Management of receipts for purchases made on the Online Store

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

1.3 Obtaining an electronic receipt

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

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

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

In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail. If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

1.4 Scan receipts

if your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR ID that is found printed on the receipt. From then on, you can use this electronic receipt to make returns

in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, OYSHO's commercial policies, and all relevant legislation.

1.5 Personal Identification as Oysho User, showing the QR ID

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

2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

In accordance with applicable laws, we reserve the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, be it generally or in particular for one or more users, any or all of OYSHO'S App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

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 in its different features. You agree to use OYSHO's 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 OYSHO's 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 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 update May 21, 2025