

## **CONDITIONS OF PURCHASE AND USE**

### **1. INTRODUCTION**

This document (together with the documents stated herein) delineate the conditions that apply to the use of this website ([www.oysho.com](http://www.oysho.com)) and to the purchase of products via this website or physical store (hereinafter referred to as the "Conditions").

We expressly request that you carefully read the Conditions, our Cookie Policy and our Privacy Policy (hereinafter referred to jointly as the "Data Protection Policy") before using this website. Whenever you use this website or place an order, you are aware that you are bound by these Conditions and by our Data Protection Policy. Should you not agree to all of the Conditions and to the Data Protection Policy, then you should not use this website.

These Conditions can be changed. It is your responsibility to read this regularly, since the Conditions that apply at the moment of the formation of the particular Agreement (as stipulated below) or of the use of this website are the Conditions that apply.

Should you have any questions related to the Conditions or to the Data Protection Policy, please contact us via the contact form.

The Agreement concluded to purchase a product (hereinafter referred to as: the "Agreement") can be executed as desired in any of the languages in which the Conditions are available on this website.

### **2. OUR INFORMATION**

The sale of goods takes place via this website under the name of OYSHO and is executed by ITX NEDERLAND B.V., a company with limited liability incorporated under the laws of the Netherlands, with its registered office at the Nieuwezijds Voorburgwal 305, in (1012 RM) Amsterdam, the Netherlands, telephonenumber: +3120 530 660 registered at the Chamber of Commerce under nr. 20081830, with VAT No. NL804615627B01.

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

The information or personal information you provide us shall be processed in accordance with the Data Protection Policy. Whenever you use this website, you agree to the processing of the information and data and state that all of the information and data provided is true and reflects reality.

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

Whenever you use this website and place orders via this website, you agree to the following:

- i. To use this website solely for legitimate inquiries or orders;
- ii. Not to place any false or fraudulent orders. Should there be a reasonable suspicion that such an order has been placed, then we are entitled to cancel this order and to inform the relevant bodies;
- iii. To provide us your truthful and exact e-mail address, post address and/or other contact information; Furthermore, you agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all of the information we require, you will not be able to place your order.

If you place an order via this website, you indicate that you are older than 18 years of age and legally eligible for the conclusion of agreements.

## **5. SERVICE AVAILABILITY**

The products offered on this website are available solely for delivery in the Netherlands.

## **6. FORMATION OF THE AGREEMENT**

In order to place an order, you must follow the procedure for online purchase and press "Process Order". Once you have done this, you will receive an e-mail confirming your order ("Order Confirmation"). You will be informed by e-mail that your order has been sent ("Shipping Confirmation").

## **7. PRODUCT AVAILABILITY**

All product orders are subject to the availability of the products. If there are problems with the delivery of products or if items are no longer in stock, we retain the right to inform you about replacement products that you can order and that are of equivalent or higher quality and value. If you do not wish to order the replacement products, we will refund the amount that you may already have paid.

You can check the availability of a specific product on the website. A window or pop-up will appear where you must enter your postal code or city, after which you may select one of the physical stores that appears in the drop-down menu and check the availability of a specific product at the selected physical store. This information is only valid at the time of enquiry. Submitting an enquiry does not constitute a reservation of the product.

## **8. REFUSING AN ORDER**

We retain the right at all times to remove or to edit products, materials or the website content from this website. Even though we make every effort to process all orders, particular situations can arise that force us to refuse an order after we have sent the Order Confirmation, and we retain the right to do so at any time.

We are not liable to you or to any third party for the removal of a product from this website, for the removal or editing of materials or content of the website, or for not processing in order after we have set the Order Confirmation.

## **9. DELIVERY**

Notwithstanding the provisions of prior article 7 with respect to product availability, with the exception

of special circumstances, we shall attempt to send the order of the product(s) stated in the Shipping Confirmation prior to the date stated in the particular Shipping Confirmation; or, if no delivery date has been indicated, within the estimated period of time that is indicated when selecting the delivery method and, in any case, within a time period of no more than 30 days after the date of the Order Confirmation. The virtual gift card will be delivered on the date that you indicated when placing the order.

However, it is possible that delays occur for reasons having to do with the delivery of bespoke products, the occurrence of unforeseen circumstances or the delivery area. If we are unable to comply with the delivery date for any reason whatsoever, we will inform you of this and give you the opportunity to continue with the purchase by establishing a new delivery date or to cancel the order with a complete refund of the amount paid. Keep in mind that in any case that, with the exception of virtual gift cards, we do not make home deliveries on Saturday or Sunday. These are delivered on the date you indicated.

Taking these Conditions into account, the presumption is made that the "delivery" has taken place or that the order has been "delivered" the moment that you or a third party designated by you take physical possession of the products.

The virtual gift card shall be considered to have been delivered as stated in the gift card's Conditions of Use, and in any case on the date on which the virtual card is sent to the e-mail address that you have indicated.

#### **10. UNABLE TO DELIVER**

If we are unable to deliver your order, then we will attempt to find a safe place to leave this behind. Should we be unable to find a safe place, your order will be returned to our warehouse. We shall leave a message for you in which we state the location of your order and what you must do to have this be delivered again. If you will not be present at the place of delivery at the agreed time, then we ask that you contact us to schedule delivery on another day.

If the products have not been delivered for reasons that cannot be considered attributable to us within 30 days after the first delivery attempt, then we assume that you wish to cancel the Agreement and this shall be terminated. As a consequence of the termination of the Agreement, you will receive an immediate refund of all payments you have made up to that moment, including delivery costs (with the exception of any extra costs arising from your choice of a delivery method other than the standard delivery method we offer) and, in any case, no more than 14 days after the date on which the Agreement has been terminated.

Keep in mind that transport resulting from termination of the Agreement may present extra costs and that we are authorised to charge you for this. This paragraph does not apply to the virtual gift card. Delivery of the virtual gift card is subject to the provisions of the Conditions of Use for the gift card and to paragraph 9 above.

#### **11. TRANSFER OF RISK AND OWNERSHIP OF THE PRODUCTS**

Starting from the moment of delivery, the product risks are your responsibility.

The ownership of the products transfers to you as soon as we have received all of the payments owed related to the products, including delivery costs, or at the moment of delivery (as established in article 9 above), should this take place later.

#### **12. PRICE AND PAYMENT**

The price of the products is at all times the price stated on our website, except in the event of an apparent error. Although we make every effort to ensure that the prices on the website are correct, errors can occur. If we discover an error in the price of one of the products that you have ordered, then we will notify you of this as quickly as possible and give you the opportunity to confirm the order for the correct price or to cancel the order. If we are unable to reach you, then the order will be considered to have been cancelled and all amounts paid will be refunded to you in full.

We are not obliged to deliver products to you for an incorrectly stated lower price (including after we have sent the Order Confirmation) if the error in the price is clear and unmistakable and you could reasonably have been expected to recognise this as an incorrect price.

The prices on our website include VAT but exclude shipping costs. These will be added to the total amount as indicated in our Purchasing Guide - Shipping Costs.

Prices can change at any time. However, with the exception of the provisions stated above, changes shall not affect orders for which we have sent an Order Confirmation.

After you have selected all the products you wish to purchase, these are added to your shopping cart. The next step is processing and payment of the order. For this, you must follow the steps in the ordering process and fill in and verify the information requested at each step. Further on in the ordering process, prior to payment, you can change the information about your order. The Purchasing Guide contains a detailed description of the ordering process. Registered users find a summary of all of their orders placed in the "My Account" section.

You can use the payment methods stated on the website. You can also pay for the entire amount or part of the amount of your order using a voucher if this is indicated on the website.

In order to minimise the risk of unauthorised access, your credit card information is encrypted. The moment we receive your order, we perform a pre-authorisation on your credit card in order to determine whether the balance is sufficient to complete the transaction. The amount is charged against your credit card the moment that your order leaves our warehouse.

If you pay using PayPal, the amount is charged the moment that we confirm your order. You may also pay the entire amount or part of the amount of your order using an OYSHO gift card or credit voucher card for the Netherlands issued by Fashion Retail, S.A.

When you click on "Order and Pay", you confirm that the credit card is yours and that you are the rightful holder of the voucher.

Credit cards are subject to validity checks and authorisation of the issuer of the card. If the issuer of the card does not authorise the payment, we are not liable for any delays or non-deliveries and we are then unable to conclude an Agreement with you.

### **Ordering via in-store electronic devices and paying for those purchases**

If you place your order via one of the electronic devices available in the Oysho-stores in the Netherlands, you must follow the steps indicated and complete and verify the requested information at each step. During the purchase process, before payment, you can change the details of your order. You must choose your payment method and indicate if you need a gift card (if available), before placing your order. Please note that a final legally binding order will be placed at the time you press the relevant "Authorise

Payment" button on the device screen. You will then have to pay for your order, once it has been placed. Payment can be made by card, and the above provisions regarding validation checks and authorisation of your card apply. You may also have the option to pay for your order at the cash register, in which case, your payment can be made using one of the payment methods available in those stores. Please note: if you place your order via an electronic device but wish to cancel the order, you must pay for the order and wait until the items have been delivered before you can return them, in compliance with the return policy, as described in these Terms and Conditions.

### **13. ORDERING AS A GUEST USER**

The website also makes the function available of ordering as a guest user. With this ordering method, you are asked only for the information necessary for processing the order. After completing the order, you are offered the opportunity to register as a user or to continue as an unregistered user.

### **14. EXPRESS CHECKOUT**

The express checkout function (hereinafter referred to as: "Express Checkout") makes it easier for you to place orders via this website because you need not enter shipping, invoice and payment information for every purchase. Express Checkout is available in the section "View Shopping Cart".

In order to make use of Express Checkout, you must save your card information. You can do this by placing a check mark next to the option "Remember My Card Information" when paying with one of the cards accepted on this website. After this, the following card data will be stored: card number, cardholder's name as it appears on the card and the card's expiration date.

In order to store your card information and to use Express Checkout, you must accept the applicable Privacy Policy and Conditions.

By agreeing to the use of Express Checkout, you give permission for the payment of purchases using this function directly via the stored card data. In all cases, the use of the card is subject to the written conditions between you and the issuer of the card.

Using the Express Checkout function, you can store the information on as many cards as you wish. To do this, you must make at least one payment with each card. If you wish to store the data for more than one card, then the most recently stored card information is considered to be your "Favourite Card". Purchases made via Express Checkout will be charged to this card by default. However, you can change your Favourite Card in the "My Account" section of this website.

In order to use Express Checkout, you only need to place a checkmark next to "Express Check out" in the shopping cart. A screen will then appear immediately containing the shipping, invoice and payment information about your order. It is not possible to edit the information on the screen, so if the information is not correct, you should not complete the order. Do not use the Express Checkout option for orders with other information.

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

The provisions of this article do not apply if you order goods as a guest.

## 15. TAX ON ADDED VALUE

According to the applicable provisions and regulations, all of the purchases made via the website are subject to sales tax (VAT).

In this regard and in accordance with Chapter 1, title V of the 2006 EU Council guideline #112 of 28 November 2006 concerning the communal VAT system, the location of delivery must be in the member state of the address where the items must be delivered and VAT must be charged at the percentage rate in force in the particular member state where the items must be delivered according to the order placed.

By force of the applicable rules and regulations in every legal area, the regulation of "reverse charge" (the reverse charge mechanism, article 194 of the 2006 guideline number 112) can apply to goods delivered in certain member states of the European Union if the customer is or should be a taxable entity for VAT purposes. If this is the case, then we will charge no VAT, as long as the recipient confirms that the VAT on the item delivered will be taken in accordance with the reverse charge mechanism for the customer's account.

Orders that must be delivered to the Canary Islands or to Ceuta or Melilla are not subject to VAT as provided for in article 146 of the aforementioned Guideline, as long as the applicable taxes and import duties are used in accordance with applicable provisions.

## 16. RETURNS POLICY

### 16.1 Legal right of revocation

#### Right of revocation

As a consumer, you have the right to revoke the Agreement without having to give cause within a deadline of 14 days.

The deadline for revocation lapses 14 days after the day on which you or a third party you designate other than the transport company, has obtained physical possession of the product. If you have ordered multiple products with differing delivery times in a single order, then the revocation deadline lapses 14 days after the day on which you or a third party you designate other than the transport company has obtained physical possession of the last product.

To exercise the right of revocation, you must inform us of your decision to revoke the Agreement by means of an unambiguous statement (e.g. by written postal mail or e-mail) to OYSHO, Nieuwezijds Voorburgwal 305, in (1012 RM) Amsterdam, the Netherlands, or by sending an e-mail to [contact\\_nl@oysho.com](mailto:contact_nl@oysho.com) or by using our contact form. You can use the template form for revocation for this that is attached to these Conditions, but this is not required.

To comply with the revocation deadline, it is sufficient to have your notification concerning the exercise of your right of revocation be sent before the revocation deadline has passed.

#### Consequences of the revocation

If you revoke the Agreement, you will receive an immediate refund of all of the payments you have made up to that moment, including delivery costs (with the exception of any extra costs resulting from your choice of a delivery method other than the cheapest standard delivery method we offer) and in any case

no later than 14 days after we have been informed of your decision to revoke the Agreement. We will make the refund using the same method of payment with which you performed the original transaction. In any case, you will be charged no extra costs for such refunds. Notwithstanding the foregoing, we can refuse to make the refund until we have once again received the products in our possession or until you provide proof that you have sent the products back, whichever happens first.

To return any product you received, you can hand them over to us in an Oysho store in the Netherlands or you can go to “My Account” and select the product(s) you want to return and their quantity. If your order was placed as a guest, you will be able to access this information through the link included in the order confirmation email.

After this step, you need to pack the product(s) either in their original packaging or any other packaging suitable for that purpose. Thereafter, you will receive the courier label by email that you will need to stick on the outside of the closed package.

Finally, you must take the package to a drop off point in Netherlands. The location of that drop off point can be found by using the corresponding link. Please remember that the returned product(s) must be in perfect conditions with its inner labels.

Unless you are exercising your right of withdrawal within 14 days, for the first time, as described herein, 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. In case of 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.

You are solely liable for any devaluation of the products if this can be held attributable to an unnecessary return, with an eye to an assessment of the nature, properties and operation of the products.

## **16.2 Contractual right of revocation**

As a supplement to the legally recognised consumer and user right to cancellation as stated in article 16.1 above, we also provide you with a period of 30 days – starting from the shipment date of the products – to return the products (with the exception of those products stated in article 16.3 below, which excludes the legal right to cancellation. Return of the gift card is subject to the Conditions of Use for the gift card).

If you return the products within the contextual deadline of the revocation right, but after the legal deadline of 14 days after the delivery date has passed, you will be refunded only for the amount paid for these products, excluding shipping costs.

You may exercise your contractual right of revocation in accordance with the provisions of article 16.1 above; however, you must inform us of your intention to revoke the Agreement. After the legal revocation deadline, you must submit the products to us in any case within the deadline of 30 days after shipment date of the products. You will be refunded using the same method of payment to the extent technically possible.

## **16.3 Joint provisions**

You have no right to cancel the Agreement if this involves the delivery of one of the following Products:

- underwear and swimwear without the hygiene protection sticker;
- stockings, tights, socks, and accessories without their original packaging;
- personalised items;
- perfumes and cosmetics if the original seal has been broken;
- items purchased abroad.

Items that are part of a pack cannot be returned individually. Exchanges or returns of these items will not be accepted if the original packaging has been opened or damaged. Items that come with special packaging (such as cases, bags, or boxes), or that include additional accessories (such as cases, mat straps, clips, belts, batteries, extra cords, etc.), must be returned together with that packaging/accessories and in their original condition.

Your right to cancel the Agreement applies solely to products that are returned in the same condition as that in which you received them. No refund payment shall be made if the product is used or if the products are not in the same condition as that when they were delivered, or if the products are damaged. So be careful with the product(s) while it/they is/are in your possession. Return the products in or with the original packaging, instructions and other documents that may be included. In any case, you must return the product with the ticket that you received upon the delivery of the product.

Please remember that Items must be in perfect conditions with its inner labels. You will be refunded by the same payment method used, and the refund period will depend on your bank.

If you do not wish to return the products using these free available options, then you yourself are responsible for the delivery costs. If you decide to return the items to us "COD", then we can charge you for any expenses that we may incur.

After we have inspected the product, we will inform you about your right to restitution of the amounts paid. Shipping costs shall be refunded if the right of revocation is exercised within the legal deadline and all of the products comprising the particular package have been returned. We shall make the refund as quickly as possible, and in any case within 14 days after the date on which you inform us of your intention to cancel the contract. Notwithstanding the foregoing, we can refuse to make the refund until we have once again received the products in our possession or until you provide proof that you have sent the products back, whichever happens first. The refund shall be made using the same payment method that you used to pay for your purchase.

You bear the costs and the risk of returning the products if you choose not to use the free method of return described above.

With questions, you can contact us via the contact form or by telephone.

#### **16.4 Return of defective products**

In the event that you decide at the moment of delivery that the product does not correspond with the provisions of the Agreement, you must contact us immediately via our web form and notify us of the product information and the damage. You can also contact us by telephone. You will then receive instructions from us.



To return any product you received, you must first go to “My Account” and select the product(s) you want to return and their quantity. If your order was placed as a guest, you will be able to access this information through the link included in the order confirmation email.

After this step, you need to pack the product(s) either in their original packaging or any other packaging suitable for that purpose. Thereafter, you will receive the courier label by email that you will need to stick on the outside of the closed package.

Finally, you must take the package to a drop off point in The Netherlands. The location of that drop off point can be found by using the corresponding link. Please remember that the returned product(s) must be in perfect conditions with its inner labels.

We will inspect the returned product thoroughly and inform you by e-mail within a reasonable deadline about your right to replacement or (in such cases) refund. The refund or replacement of the product will take place as quickly as possible and in any case within 14 days after the date on which we send you an e-mail confirming that refund or replacement of the product shall take place.

The amounts paid for products that are returned as a result of damage or defects, if these actually exists, shall be refunded fully, including the cost of shipping and of any costs you have incurred to return the product to us. Refund payment shall be made using the same payment method you used to pay for your purchase.

All rights included in current legislation shall be safeguarded in any case.

## **17. LIABILITY AND DISCLAIMERS**

Unless expressly stated otherwise in these Conditions, our liability with respect to products purchased via our website is strictly limited to the purchase price paid for that product.

Notwithstanding the foregoing, our liability is not excluded or limited in the following cases:

- i. In the event of death or personal injury;
- ii. In the event of fraud or fraudulent deceit; or
- iii. In all cases in which it would be illegal or unlawful to exclude or limit our liability or to make an attempt to do so.

Notwithstanding the provision in the paragraph above, we accept no liability - to the extent legally permitted and unless stated otherwise in these Conditions - for the following losses, regardless of their origin:

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

Due to the open nature of this website and the chance of errors in the storage and transfer of digital information, we offer no guarantee for the accuracy and security of the information sent or received by this website, unless specifically stated otherwise.

All of the product descriptions, information and materials displayed on this website, with the exception of those established legally, are delivered "as-is", i.e. without explicit or implicit guarantees. If you as a consumer or user conclude an agreement, we are required in that regard to deliver products that correspond with the Agreement, and we are liable for any instances of non-correspondence at the moment of delivery. The presumption is made that the products are in accordance with the Agreement if they: (1) comply with the description we gave and possess the properties that we have presented on this website, (ii) are suitable for the purposes for which this type of product is usually used and (iii) display the quality and performances that are customary for products of this type and which can reasonably be expected.

To the extent legally permissible, we exclude all guarantees except for those that cannot be rightfully excluded in the favour of consumers and users.

The products that we sell, particularly the parties and the products, often possess the characteristics of the natural materials used for their manufacture. These characteristics, such as variations in the weave, structure, knots and colour, may not be considered to be defects or damages. On the contrary, you must take these variations into account and appreciate them. We select only those products of the highest quality. However, natural characteristics are unavoidable and must be accepted as being part of the individual appearance of the product.

The provisions in this article are without prejudice to your legal rights as a consumer and user, or to your right to cancel the Agreement.

## **18. INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyrights, trademarks and other intellectual property rights to the materials or content that are part of this website redound at all times to us or to our licensors. You may use this material only if we or the licensors give express permission to do so. This does not prevent you from using this website to the degree required to copy the information from your order or contact information.

## **19. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You may not make any inappropriate use of this website by consciously introducing viruses, Trojan horses, worms, logic bombs or any other software or other malignant or technologically damaging material. You may not try to obtain unauthorised access to this website, the server on which this site is located or any other server, computer or database connected with our website. You agree not to attack this website via a "denial of service attack" or a distributed "denial of service attack".

Non-compliance with this article will be considered an infraction as described by the applicable provisions. We will notify the relevant authorities of each instance of non-compliance with this provision and will cooperate with them to determine the identity of the attacker. In the event of non-compliance with this article, the authorisation to use this website will also be immediately suspended.

We cannot be held liable for any damages or deleterious effects resulting from a denial of service attack, virus or any other software or technologically damaging or deleterious material that can affect your computer, IT equipment, data or material as a result of the use of this website or of downloading its contents or of websites to which this site refers you.

## **20. LINKS FROM OUR WEBSITE**

If our website contains links to other websites and to third-party material, these links are supplied solely for informative purposes. We have no control whatsoever over the content of these websites or materials. Therefore, we accept no responsibility whatsoever for any damages or defects arising from the use of these links.

## **21. WRITTEN COMMUNICATION**

Applicable regulations require that certain information or communication that we send you must be in writing. By using this website, you accept that communications with us take place primarily electronically. We shall contact you by e-mail or provide you information by placing notifications on this website. For contractual purposes, you agree to the use of these electronic communication resources and you accept the fact that all agreements, notifications, information and other communications that we send you in this electronic manner comply with the legal requirements that these be in writing. This condition is without prejudice to your legal rights.

## **22. NOTIFICATIONS**

Notifications you may make to us should be sent preferentially via the contact form. In accordance with the provision of article 21 above and unless stated otherwise, we can send you notifications to the e-mail address or postal address that you provided us when placing an order.

Notifications will be considered to have been received and to have been made properly immediately after they have been placed on our website, 24 hours after their being sent via e-mail, or three days after the date of sending a letter. Demonstration that a letter has been correctly addressed, postage-paid and delivered to the post office or in a letter box suffices as evidence that a notification was sent; in the event of e-mail, it is sufficient that this be sent to the e-mail address indicated by the recipient.

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

The Agreement is binding for you and for us, as well as for our respective legal successors, acquirers and heirs.

Without our prior written permission, you may not transfer, dispose of or encumber an Agreement or the rights or obligations arising from this or transfer this in any other manner whatsoever.

Throughout the period of validity of the Agreement, we can transfer, dispose of, encumber or outsource an Agreement or transfer any of the rights arising from this in any other manner whatsoever and at any time. In order to prevent doubt, we hereby state that such a transfer, cession, disposal or other assignment shall in no way impede the legal rights of the consumer nor shall it cancel, limit or restrict in any manner whatsoever the express and implicit guarantees that we have been able to provide you.

## **24. EVENTS OUTSIDE OUR CONTROL**

We are not responsible for non-compliance or the delayed execution of obligations that we enter into pursuant to an Agreement if this is caused by events that can reasonably be considered to lie outside our control ("Force majeure").

Force majeure includes all acts, events, non-exercising, omissions or accidents that lie reasonably outside our control, including the following:

- i. Strikes, lockouts or other forms of protest.
- ii. Social unrest, riots, invitations, terrorist attacks or terrorist threats, war (whether declared or not) or the threat of or preparation for war.
- iii. Fire, explosion, storm, flood, earthquakes, collapse, epidemic or other natural disaster.
- iv. The incapacity to use trains, boats, aircraft, motorised transport or other public or private transport resources.
- v. The incapacity to use public or private telecommunications systems.
- vi. Acts, decrees, laws, instructions or limitations issued by or on behalf of a government.
- vii. Strikes, breakdowns or accidents with transport by sea or river, postal transport or another type of transport.

Our obligations arising from Agreements are suspended for the period that the Force majeure continues in the period within which we must comply with these obligations shall be extended for a period equal to the duration of the situation of Force majeure. We shall deploy all reasonable resources to end the situation of Force majeure or to find a solution that enables us to satisfy our obligations arising from the Agreement despite the situation of Force majeure.

## **25. RENUNCIATION OF RIGHTS**

The absence of the requirement on our part to comply strictly with obligations on your behalf that you have concluded based on an Agreement or these Conditions, or our not exercising the rights or acts redounding to us on the basis of this Agreement or the Conditions does not constitute any renunciation or limitation of such rights or acts and does not discharge you from compliance with these obligations.

The renunciation of a specific right or legal act on our part does not imply a renunciation of other rights or legal acts arising from the Contract or the Conditions.

Renunciation of one of these Conditions or of the rights or acts arising from the Agreement on our part shall not take force unless it is stated expressly that this concerns a renunciation of rights and that this is in accordance with the provisions of the paragraph concerning Notifications recorded above and which was made known to you.

## **26. PARTIAL ANNULMENT**

If a competent body declares one of these Conditions or one of the provisions of a Contract invalid and void, then the other Conditions apply without being affected by the stated declaration of annulment.

## **27. ENTIRE AGREEMENT**

These Conditions and all documents referred to in these Conditions constitute the entire Agreement between you and us with respect to the purpose of the Agreement, and replace every prior agreement, contract or regulation made orally or in writing between you and us.

Both you and we recognise that we have agreed to conclude the Agreement independently of any statement or promise given by the other party or which can be deduced from a statement or document from the negotiations between the two parties prior to the stated Agreement, with the exception of those stated expressly in these Conditions.

Neither you nor we shall take measures concerning an untrue statement expressed by either party either orally or in writing prior to the date of the Agreement (unless such an untrue statement was expressed in a fraudulent manner) and the only measure that can be taken by the other party shall be in accordance

with the provisions of these Conditions as a consequence of breach of contract.

## **28. OUR RIGHT TO CHANGE THESE CONDITIONS**

We have the right to revise and to change these Conditions at any time.

You are bound by the policy and Conditions in force at the moment that you use this website or place an order except whenever we must implement changes to these policy provisions, Conditions or Privacy Statement retroactively by force of law or governmental act, in which case the changes shall also apply to orders that you placed previously.

## **29. APPLICABLE LAW AND JURISDICTION**

The use of our website and the agreements for the purchase of products via this website are subject to Dutch law.

Every dispute arising from or related to the use of the website or such agreements is subject to the non-exclusive jurisdiction of the Dutch courts.

If you enter into the Agreement as a consumer, nothing in this article shall impair your rights, such as those recognised in the applicable legislation in force, such as seeking assistance to resolve a dispute in an online dispute forum.

## **30. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are most welcome. Send us your comments and suggestions via the contact form. If you as a user are of the opinion that we have acted in contravention of your rights, you can send your complaints to [contact\\_nl@oysho.com](mailto:contact_nl@oysho.com) to reach a solution extra-judicially.

If the purchase was concluded online through our website, we hereby inform you that, in accordance with EU regulation number 524/2013, we are entitled to resolve the dispute extra-judicially with the assistance of the online dispute resolution accessible via: <http://ec.europa.eu/consumers/odr>.

Last update: 11/09/2025

### Template form for withdrawal

This completed form allows you to indicate that you wish to withdraw from the Agreement and return the purchased product. The General Terms and Conditions apply to this, in particular the Terms and Conditions with regard to the return policy (see Article 16 General Terms and Conditions).

To the attention of ITX Nederland B.V., Nieuwezijds Voorburgwal 305, 1012 RM in Amsterdam, the Netherlands, or to: [contact\\_nl@oysho.com](mailto:contact_nl@oysho.com).

I hereby inform you that I am withdrawing from my agreement regarding the sale of the following products:

Ordered on/received on (\*)

Name of consumer

Address of consumer

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

Date

(\*) Strikethrough what does not apply

## OYSHO APP TERMS AND CONDITIONS AND FEATURES

These OYSHO App Terms and Conditions and Features (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 Conditions of Purchase and Use of [www.oysho.com](http://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 Conditions of Purchase and Use of [www.oysho.com](http://www.oysho.com); (ii) the option to manage receipts for purchases made on OYSHO's online stores (the "Online Store"); (iii) the option to use your QR code to identify yourself as a OYSHO user and (iv) the option to receive the electronic receipt or electronic proof of purchase, by previously selecting the option "*Digital receipt*" on your app and showing at OYSHO's Physical Stores your id QR for such purposes. You can, for each transaction, opt to receive the digital receipt rather than a paper receipt.

Both Physical Store and Online Stores are operated in the Netherlands by the company ITX NEDERLAND B.V., having its registered office at the Nieuwezijds Voorburgwal 305 (1012 RM) Amsterdam, the Netherlands, telephone number: +3120 530 660, registered at the Chamber of Commerce under nr. 20081830, with VAT No. NL804615627B01.

### 1. GENERAL DESCRIPTION OF THE SERVICE

#### 1. Purchase of goods on [www.oysho.com](http://www.oysho.com) via OYSHO's APP

Customers can purchase goods on [www.oysho.com](http://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 Conditions of Purchase and Use of [www.oysho.com](http://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 Identify yourself as a OYSHO user by showing your QR ID

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

#### 1.4 Obtaining an electronic receipt

When paying for a purchase in Physical Stores, you may obtain a receipt in electronic format instead of the paper one. To do so, you will have to activate the concrete option "*Digital receipt*" on the App and the QR ID code 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 activating the concrete the option "*Digital receipt*" on your app you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. You can, previous of each transaction, opt to receive the digital receipt or the paper receipt, at your best convenience.

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.

## 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 authorized 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.