

## **PURCHASE AND USE CONDITIONS**

### **1. INTRODUCTION**

The document herein (hereinafter referred to as the "**Conditions**"), jointly with all the documents it refers to establishes the Terms and Conditions that regulate the use of this website (www.oyscho.com) and the purchase of products on it. By "**website**" – in the scope of these Conditions – shall be understood also Oysho application to which the Conditions are also applicable. Therefore, if you purchase products via said application, the Conditions apply in the same manner as to the website www.oyscho.com.

Please read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "**Data Protection Policies**") carefully before using this website. The User should accept the General Terms and Conditions (GTC) before placing an order. After accepting these GTC, they will become binding for the order being placed.

These Conditions may be modified, however new amendments will not have any impact on the conditions applying to the orders already placed. It is very important for you to read the Conditions and the Data Protection Policies every time the order is placed.

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the contact form available on the website.

The contract between us to purchase a product via this website is hereinafter a "**Contract**". The Contract may be executed, at your choice, in any of the languages in which the Conditions are available on this website.

All provisions of the General Terms and Conditions, relating to the "**Consumer**", refer to Users who are natural persons and who are entering into contracts that are:

- not directly linked to their economic activities; or are
- sole traders, where those contracts are directly linked to their economic activities and their content indicates that they are not of a professional nature for those persons.

### **2. OUR DETAILS**

Goods are sold through this website with the trading name of "OYSHO" by Oysho Polska sp. z o.o. (a limited liability company) with its registered seat in Warsaw, Chmielna 69

(38th floor), zip code 00-801, entered into the registry of entrepreneurs maintained by the District Court for the City of Warsaw in Warsaw, XII KRS Commercial Division, under the number 0000240257, REGON: 140230929, NIP: 525-234-81-71, with the share capital amounting to 11,564,750.00 PLN (hereinafter referred to as “**OYSHO**”).

Pursuant to the Act of 8 March 2013 on preventing excessive delays in commercial transactions (i.e., Journal of Laws of 2020, Item 893) Oysho Polska sp. z o.o. hereby states that it has the status of a large entrepreneur.

You can contact us at: Chmielna 69 (38th floor), zip code 00-801, Warszawa, by e-mail : [contact\\_pl@oysho.com](mailto:contact_pl@oysho.com), by phone **00 800 341 12 06** or by mean of online communication through chat at [www.oysho.com/pl](http://www.oysho.com/pl) .

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

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies.

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

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

- i. Use this website to make legally valid enquiries and orders only; .
- ii. Not to place any false or fraudulent orders. In case there is a suspicion the order is unfair, i.e. in case of stolen credit card or in similar case, we will try to contact you to verify our suspicions to reasonable extent, depending on the available contact details, and if the said suspicions are confirmed, we will cancel the order and inform you about it;
- iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

## 5. AVAILABILITY OF SERVICE

The articles offered on this website are available for delivery in Poland only.

## 6. HOW TO PLACE AN ORDER

To place an order on this website (www.oyscho.com), you must follow the online purchasing procedure, i.e. add the products you wish to your shopping bag, check out (using your chosen payment method or as a guest customer) and click on "**Order with obligation to pay**".

If, after placing an order, you realize that there is mistake in type, number of items you ordered or in other data, please call us **00 800 341 12 06** immediately.

Once you have placed your order, you will receive an email confirming receipt of your order (the "**Order Confirmation**").

The order confirmation email does not signify our acceptance of your order; we are simply confirming that we received your order. Once we have processed your order and prepared it for shipping, we will send you an email stating that we have accepted your order, which will include the shipment details (the "**Shipment Confirmation**").

The decision to accept your order is in our sole discretion. Because we want to make sure that we have your product available, we won't accept your order until we have prepared your product for shipping. In most cases, this will be within twenty-four hours for items that are in stock. For items that are not in stock, you will receive the Order Confirmation e-mail when the item becomes available and has been prepared for shipping, which in no event will be later than the "ships" timeframe presented to you at checkout.

Once we have sent and you have received the Shipment Confirmation, we form the Contract with you. Along with the Shipment Confirmation you will receive the content of these Conditions, which constitute a model contract. You can save and store the Conditions on your PC or other personal devices and play them in the ordinary course of operations. You can also download a file independently in a PDF format from our website:

[https://static.oyscho.net/6/static2/itxwebstandard/images/pdf/TermsAndConditions\\_PL\\_pl.pdf?20170306040224](https://static.oyscho.net/6/static2/itxwebstandard/images/pdf/TermsAndConditions_PL_pl.pdf?20170306040224)

Your order is also recorded and stored by our system. The accounting documents confirming the sale contract made via our website are kept for a period of 5 years.

All that remains at that point is for us to deliver the product(s) to you, which is described in point 7 below.

The User shall be solely responsible for the accuracy and completeness of the data provided for invoice issuance.

By selecting a B2B purchase and providing a TAX ID, the User declares that they are duly authorized to act on behalf of the indicated entity and that the purchase is made on its behalf.

In the event of selecting a B2B purchase, the User declares that they are making the purchase in the name and on behalf of the indicated entity and that the purchaser's data provided is accurate. The issued invoice reflects the data and the nature of the transaction in accordance with the information provided at the time of placing the order.

The seller shall not be obliged to amend invoice data where such data was incorrectly provided by the User at the time of purchase.

## **7. DELIVERY**

We will deliver products specified in the Shipment Confirmation within the deadline indicated in it or, if the deadline was not specified in the Shipment Confirmation, then in time frame selected when choosing way of delivery, however not later than within 30 days from the date of conclusion of the Contract. If in some exceptional situations we expect that delay may occur, we will contact you to agree on deadline of delivery or, if User rejects the suggested deadline, you can withdraw from the Contract. If the order is cancelled, all money paid will be returned without undue delay.

For the purpose of these Conditions, the “**delivery**” shall be considered as made, or that the order has been “**delivered**” at the time you or a third party you have indicated for this purpose acquires physical possession of the goods, which will be evidenced by signing the receipt of the order at the agreed delivery address.

Please remember that the ordered products cannot be delivered to the address of the mailbox. Please also remember that the ordered products cannot be delivered to your address on Saturdays and Sundays.

As for the virtual gift card, we will deliver it on the date indicated by you when placing the order. The virtual gift card will be considered delivered as set out in the Terms of Use of

the gift card and, in any case, at the time of sending this to the email address specified by you.

In case of orders made using cash on delivery, if 15 days pass since receiving information about your order availability for pick-up and in-store payment (upon receiving the email “**Confirmation of order arrival at store**”) and the order is not picked up due to causes not attributed to us, we have the right to cancel it (withdraw from Contract) and the Contract is considered to be terminated.

## **8. INABILITY TO DELIVER**

If you are default in collecting the order, we will set an additional deadline to deliver it. If the order cannot be delivered within additional deadline, we have the right to cancel it (withdraw from Contract) and the Contract is considered to be terminated. If so, paid amounts of money will be returned without undue delay.

This clause does not apply to the virtual gift card, whose delivery is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 7 above.

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

The product risks shall be your responsibility from the moment of delivery. You will take ownership of the products at the moment of delivery.

## **10. PRICE AND PAYMENT**

The prices presented on the website include VAT. The prices however, do not take into account the delivery fee, which is added at the end, to the price to be paid by the User and is presented to the User before he/she places his/her order and which will be taken as an expression of his/her willingness to be bound by a distance contract. Our Shopping Guide contains information about shipping costs.

You expressly authorise us to issue the invoice in electronic format.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders already placed.

Once you selected the items, all the goods that you wish to purchase will be added to your shopping bag. The next step is to process the order and make the payment. To do so, you

must follow the necessary steps indicated in the purchase process, filling in or checking the information required in each step. Also, during the purchase process, and before making payment, you may modify your order details. A detailed description of the purchase process is shown in the Shopping Guide. Also, if you are a registered user, you can find details of all of the orders you have placed in “**My Account**” area.

You can pay with Visa, MasterCard or American Express credit cards, In Card, P24 or PayPal. You can also pay all or part of your purchase using a OYSHO gift card or a credit voucher card issued by Oysho Polska Sp. z o.o. If you are placing your order through one of the electronic devices that are available at certain OYSHO stores in Poland, you may also pay the price of your order in the cash till, with the possibility to use the following payment methods: cash, the cards: Visa, Mastercard, American Express, IN Card, gift card and voucher. To finalize your order, you have to go to the cash till at the store and pay for the picked products (using one of the above-mentioned payment methods) **within an hour**.

In order to minimise the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card in order to ensure that there are sufficient funds in order to complete the transaction. Your card will be charged as soon as your order leaves our warehouses.

If you pay using PayPal, a gift card or a credit voucher card issued by Oysho Polska Sp. z o.o., payment will be charged as soon as we confirm the order.

By clicking on “**Order with payment obligation**” you confirm that the credit card is yours or that you are the legitimate holder of the gift card or the credit voucher.

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

We hereby inform that payments made using cards: Visa, Mastercard, American Express, IN Card, gift card and voucher card, PayPal and P24 will be accepted by Spanish company FASHION RETAIL, S.A., with its registered address at: Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, item 1, tax identification number PL5263097755, in favour and on behalf of Oysho Polska sp. z o.o., being an affiliate of Fashion Retail, S.A. Fashion Retail, S.A. may refund any payments made through the mentioned channels if necessary.

Oysho Polska sp. z o.o. has granted Fashion Retail, S.A. a power of attorney and authorized Fashion Retail, S.A. to accept on behalf of Oysho Polska sp. z o.o. any payments for the purchases of products made via this online platform and collected in one of OYSHO shops in Poland as well as to refund any payments should such refund be necessary (provided that the payment has been originally collected by Fashion Retail, S.A.). All such payments are treated as if they were made in favour and on behalf of Oysho Polska sp. z o.o.

## 11. GUEST PURCHASES

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

## 12. EXPRESS CHECKOUT

Using the express checkout function (hereinafter “**Express Checkout**”), you can buy products on this website more easily, without having to enter delivery, invoicing and payment details for each purchase. The Express Checkout option will be available in the “Shopping Bag” section. To use the Express Checkout function, you will have to save your card details. You may do so when you pay with any of the cards that are accepted on this website, by selecting the option marked “**Save my card details**”. This will result in the following details being saved: your card number, the name of the cardholder as shown on the card, and the expiry date. In order to save your card details and use the Express Checkout option, you will have to accept the applicable Conditions and the Privacy Policy. By agreeing to use the Express Checkout, you grant your permission for purchases made using this tool to be charged to the card linked to the tool. In any event, use of your cards will be subject to the conditions you have agreed with the card issuer. You will be able to save the details of as many cards as you wish in the Express Checkout, which means you will have to make at least one payment with each of them. If you wish to save the details for more than one card, the card whose details you have saved most recently will be considered as your “**Favorite Card**,” which will be used to charge purchases made via the Express Checkout.

However, you will be able to change your Favourite Card in the “My Account” section of this website.

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

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

The provisions of this clause shall not apply if you make a purchase as a guest.

### **13. VALUE ADDED TAX**

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT).

In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

### **14. EXCHANGE AND REFUNDS POLICY**

We would like to inform that in some cases, the refund to the Consumer referred to in point 14 may be made from a foreign bank account. The consumer's bank may then charge additional

fees. However, the consumer is not obliged to incur any additional costs associated with such a refund. If the Consumer Bank charges any fees for making a transfer from a foreign account, please contact the Customer Service Department or call at: **00 800 341 12 06** and submit documents confirming the charging of the above fees by the Consumer`s bank. Within 14 days of receiving the above documents, we will refund to the Consumer the fees collected by the Consumer`s Bank for the transfer from a foreign account.

#### **14.1 Statutory right of withdrawal**

If you are contracting as a Consumer, you have the right to withdraw from the Contract within **14 days** from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the purchased product, or in case of multiple items in one order delivered separately, after **14 days** from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last item.

To exercise this right of withdrawal, Consumer must notify us of your decision by making a statement to us that you withdraw from the Contract. Providing any reason is not required.

To exercise the right of withdrawal, you may notify us at the telephone number **00 800 341 12 06**, by writing an email to [contact\\_pl@oysho.com](mailto:contact_pl@oysho.com) or by writing to our contact form. You may use the model withdrawal form as set out in the Annex to these Conditions, but it is not obligatory.

If the Consumer serves a notice of withdrawal from the Contract electronically through the model withdrawal form or sending an email, we will send to such Consumer a confirmation of receipt of the notice of withdrawal on a durable medium (pdf).

**You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following products:**

- i. Customized items;
- ii. CD / DVD software or IT delivered in closed packaging bearing a seal, if the packaging was opened after delivery;
- iii. Goods delivered in the sealed wrapping, which cannot be returned after the wrapping is opened due to health or hygiene reasons, if the wrapping has been opened after the delivery.

#### **Effects of withdrawal**

In case of the statutory right of withdrawal, we will make the reimbursement using the

same means of payment as you used for the initial transaction, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

In case of statutory right of withdrawal, if you select one of our return methods, the refund will take place without undue delay, not later than in **14 days** from the receipt of your notice of withdrawal. If you decide to return and send the purchased product(s) on your own (i.e. you have not selected methods of returns offered by us), we can withhold the refund until we receive the returned product(s) or a proof that the returned product(s) has been shipped (whatever is earlier).

If you decide to return and send the product(s) on your own (i.e. you have not selected methods of returns offered by us), you should deliver the returned items to us (delivery at the address given in the model withdrawal form), not later than **14 days** from the day on which you communicate your withdrawal from the Contract to us. The deadline is met if you return the product(s) before this **14-day** period has expired.

Unless you hand the goods over in OYSHO store in Poland or unless you return the goods returning the product(s) by dropping off, you shall bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handing other than what is necessary to establish the nature, characteristics and functioning of the goods.

**Upon cancellation, the respective products shall be returned as follows:**

**Returns at any OYSHO store:**

The Consumer may return any product at any OYSHO store in the country where product was delivered with due section to which the product belongs. In such case, you should go to such store and present the product and the e-receipt that was attached to the Shipping Confirmation, which you can also find in your account on the website and in the Oysho mobile app. You can present the e-receipt by showing a digital version on the screen of your mobile device or by taking a printout to the store.

**The option above will not entail any additional cost to Consumer.**

**When returning the product(s) by dropping off the item at any of the delivery points authorized in Poland:**

Consumer may return any item by dropping it off at any of the delivery points authorized in Poland. In order to do this, you must request a return by means of the “**Drop-off return**” method of the “My account” section, and then we will send you by email an attachment with the instructions you must follow to return your parcel and dropped off at any of the delivery points authorized in Poland. You should leave the item in the same package as the one you received, and follow the directions on the "Returns" section of the website.

If Consumer made a purchase as a guest, you can request to return the products to one of the delivery points authorized in Poland, using the link that was sent to you along with the Order Confirmation. After making the appropriate verifications, you will receive an email with a **return label** that you must stick to the package and return it to any of the mentioned authorized points.

The Consumer bears the costs of the return specified in the HELP - Exchange and Return tab. **The cost of the drop-off service will be deducted from the amount due for the return of the product.**

**Returns via a courier**

If the product is returned via a courier arranged by us, You bear the costs of the return specified in the HELP - Exchange and Return tab. **The cost of the courier service will be deducted from the amount due for the return of the product.** You may order a courier service in the "My Account" tab or contact us using the contact form or by phone at 00 800 341 12 06 to arrange the collection of the product from home. If the you has purchased the goods as a guest, you may request a refund via the link sent in the Courier's Shipment Confirmation or by calling us at 00 800 341 12 06.

We recommend returning the items in their original packaging in order to prevent their damage. However, non-compliance with our recommendation does not impact exercising your statutory rights.

**In addition to the above methods of returning the product, the Consumer may return the product himself:**

Consumer may also contact us on our contact form or return the product directly to the

address shown in the model withdrawal form. You will be responsible for the direct cost of returning the products.

Please bear in mind that if you wish to return the items to us by "cash on delivery", we reserve the right to charge the consumer the costs which we therefore incur.

**For orders paid for at the cash till of a physical store, in all cases returns must be carried out at OYSHO physical stores.** In order to make the reimbursement using the same means of payment you used for the initial transaction, i.e. payment by cash or by card at the cash till of a physical store, we will need respectively to refund you with the cash in person or we will need your card used for the initial transaction. To sum up, **to make a return and refund, we need you to come to the physical store (any OYSHO store in Poland) with the products you wish to return (and, if applicable, a card you used for the initial transaction).**

After the statutory period to withdraw lapsed (i.e. 14 days from the receipt of the purchased product), you are entitled to withdraw from the Contract on the basis of contractual right of withdrawal (please see clause 14.2. below).

## **14.2 Contractual right to withdrawal**

In addition to the statutory right of withdrawal for Consumers, mentioned in clause 14.1 above, we enable you (whether or not you are a Consumer) returning the purchased product(s) within **30 days** period, beginning from the day of receiving the Shipment Confirmation.

The right to withdraw from the Contract shall be entitled to you only for products that are returned in the same state or which reduced value does not exceed the minor faults that occurred while using them in a way not extending beyond what is necessary to establish the nature, characteristics and functioning of them.

We reserve the right to reject returns sent or communicated beyond the return period limit, or products which are not in the same condition in which they were received. We will not refund your money if the product does not meet the above requirements.

## **Effects of withdrawal**

In case of the contractual right of withdrawal, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you explicitly give your consent to another method of reimbursement which does not generate any costs for you.

In case of the contractual right of withdrawal, if you select one of the free return methods, the refund will take place without undue delay, not later than in **14 days** from the receipt of the product.

Delivery costs will be reimbursed when the right of withdrawal is exercised within the contractual period and all the goods in which the relevant parcel consists of are returned. The refund will be paid as soon as possible and, in all cases, within **14 days** from the date on which you notified us of your intention to cancel.

**Upon cancellation, the respective products shall be returned as follows:**

### **Returns at any OYSHO store:**

You may return any product at any OYSHO store in the country where your product was delivered with due section to which the product belongs. In such case, you should go to such store and present the product and the e-receipt that was attached to the Shipping Confirmation, which you can also find in your account on the website and in the Oysho mobile app. You can present the e-receipt by showing a digital version on the screen of your mobile device or by taking a printout to the store .

**The option above will not entail any additional cost to You.**

### **Returns by dropping off the item at any of the delivery points authorized in Poland:**

You may return any item by dropping it off at any of the delivery points authorized in Poland. In order to do this, you must request a return by means of the "**Drop-off return**" method of the "My account" section, and then we will send you by email an attachment with the instructions you must follow to return your parcel and dropped off at any of the delivery points authorized in Poland. You should leave the item in the same package as the one you received, and follow the directions on the "**Returns**" section of the website.

If you made a purchase as a guest, you can request to return the products to one of the delivery points authorized in Poland, using the link sent to you along with the Order Confirmation. After making the appropriate verifications, you will receive an email with a return label that you must stick to the package and return it to any of the mentioned

authorized points.

You bear the costs of the return specified in the HELP - Exchange and Return tab. **The cost of the drop-off service will be deducted from the amount due for the return of the product.**

#### **Returns via a courier**

If the product is returned via a courier arranged by us, You bear the costs of the return specified in the HELP - Exchange and Return tab. **The cost of the courier service will be deducted from the amount due for the return of the product.** You may order a courier service in the "My Account" tab or contact us using the contact form or by phone at 00 800 341 12 06 to arrange the collection of the product from home. If the you has purchased the goods as a guest, you may request a refund via the link sent in the Courier's Shipment Confirmation or by calling us at 00 800 341 12 06.

User may also contact us on our contact form or return the product directly to the address shown in the model withdrawal form. User will be responsible for the direct cost of returning the products.

Please bear in mind that if you wish to return the items to us by "cash on delivery", we reserve the right to charge the consumer the costs which we therefore incur.

The return of the gift card is governed by the Terms of Use of the Gift Card.

For orders paid for at the cash till of a physical store, in all cases returns must be carried out at OYSHO physical stores. In order to make the reimbursement using the same means of payment you used for the initial transaction, i.e. payment by cash or by card at the cash till of a physical store, we will need respectively to refund you with the cash in person or we will need your card used for the initial transaction. To sum up, to make a return and refund, we need you to come to the physical store (any OYSHO store in Poland) with the products you wish to return (and, if applicable, a card you used for the initial transaction).

**You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following products:**

- i. Customized items;
- ii. CD / DVD software or IT delivered in closed packaging bearing a seal, if the packaging was opened after delivery;

- iii. Goods delivered in the sealed wrapping, which cannot be returned after the wrapping is opened due to health or hygiene reasons, if the wrapping has been opened after the delivery.

Please return the products using or including all **their original packaging** and **other items, accompanying the products**. You have to return the product in a box and close it securely. You have to return the products **with the e-ticket** that was attached to the Shipping Confirmation, which is also saved under your account on the website and on the Oysho app. You can present the e-ticket either by showing it in a digital form on your mobile phone or by bringing to the store a print-out of the e-ticket.

Please bear in mind that if you wish to return the items to us by "cash on delivery", we reserve the right to charge the User the costs which we therefore incur.

For **orders paid for at the cash till of a physical store, in all cases returns must be carried out at OYSHO physical stores**.

If you have any questions, you can contact us on our contact form or by calling **00 800 341 12 06**.

## **15. COMPLAINT PROCEDURE IN CASE OF NON-CONFORMITY OF GOODS WITH THE CONTRACT**

Craft or artistic products sold by us often have the properties of the natural raw materials used in their manufacture. We only choose products of the highest quality, but certain features are unavoidable. These features, such as differences in grain, texture, knots or colour may cause some small variations in the finish of the products. With regard for the above, we confirm, however, that no provision of this paragraph shall affect the statutory right under statutory warranty or the right to withdraw.

OYSHO store undertakes to provide you with a product that conforms to the contract of sale. The product is in conformity with the contract if, in particular, the following remain in conformity with the contract:

- 1) description, type, quantity, quality, completeness, functionality,
- 2) suitability for the specific purpose for which it is needed by you, of which you notified OYSHO store at the latest at the time of conclusion of the contract and which OYSHO accepted.

In addition, a product is in conformity with the contract when:

3) it is suitable for the purpose for which products of this type are normally suitable, taking into account applicable laws, technical standards or good practices

4) it is present in such quantity and has such characteristics (including durability and safety) as are typical for a product of this kind and which you may reasonably expect, taking into account the nature of the product and our public assurances, in particular those made in advertising or on the label.

OYSHO store shall not be liable for the product's non-conformity with the contract in terms of items 3) and 4) above, if, at the latest at the time of the conclusion of the sales contract, you were expressly informed that a specific characteristic of the product deviates from the above requirements of conformity with the contract and you expressly and separately accepted the lack of the specific feature of the product.

If the product is not in conformity with the contract, you can demand repair or replacement. OYSHO store may make a replacement when you request a repair, or may make a repair when you request a replacement, if bringing the product into conformity with the contract in the way you choose is impossible or would require excessive costs.

OYSHO store will repair or replace the product as soon as possible and will inform you of the expected time for repair or replacement together with its response to the complaint . The cost of repair or replacement shall be borne by OYSHO store, including taking back the product at its expense. If repair and replacement are impossible for OYSHO store or require excessive costs, OYSHO store may refuse to bring the product into conformity with the contract.

Under your warranty rights, you can make a statement to reduce the price or return the goods (withdraw from the contract) when OYSHO store:

- (1) refused to repair or replace the product,
- (2) failed to bring the product into conformity with the contract, i.e. failed to repair or replace the product,
- (3) despite repair or replacement, the product's non-conformity with the contract still exists,
- (4) the lack of conformity of the product with the contract is so significant that it justifies the use of a price reduction or refund (withdrawal from the contract) immediately, without first requesting repair or replacement of the product,
- (5) it is clear from OYSHO store's statement or circumstances that the product will not be brought into conformity with the contract within a reasonable time or without undue inconvenience to you.

OYSHO store is liable for the lack of conformity of the goods with the contract existing at the time of delivery and disclosed within 2 (two) years from that time; the claim to bring the goods into conformity with the contract is limited by statute of limitation of 6 years from the disclosure of the lack of conformity (the end of the statute of limitation period is the last day of the calendar year).

If you wish to file a complaint about a product, please contact OYSHO store before sending it back to us. Complaint may be made orally in a stationary store, by telephone at 800 341 12 05, in writing by sending to ul. Chmielna 69 (38th floor), zip code 00-801, Warszawa, electronically by sending an e-mail to [contact\\_pl@oysho.com](mailto:contact_pl@oysho.com) or via the OYSHO APP. Regardless of the method of filing a complaint, OYSHO store shall immediately acknowledge its receipt by directing a message to the e-mail address, in the OYSHO app or in writing.

The content of the complaint should indicate the consumer's data, the goods to which the complaint relates, what the non-conformity of the goods with the contract consists of, the date of purchase, the date on which the non-conformity was noticed, the expected method of exercising the consumer's right. It is not necessary to present a receipt.

OYSHO store will respond to complaints within 14 days of receipt.

If the right to reduce the price is exercised, OYSHO store has to refund the amount due immediately, no later than within 14 days from the date of receipt of the price reduction statement. OYSHO store will refund the price difference using the same method of payment that you used when purchasing the product, unless you expressly agree to a different method of return that does not incur any costs.

In case of return of the product (withdrawal from the contract) you are obliged to immediately return the product via courier or parcel post. The cost of return shall be borne by OYSHO store.

OYSHO store will return the price (together with the delivery costs and costs of shipping to us) to you immediately, no later than within 14 days. OYSHO store will refund the price using the same method of payment that you used when purchasing the product, unless you expressly agree to a different method of return that does not incur any costs.

If the price for a non-conforming product has not yet been paid by you, you may withhold payment of the price until OYSHO has brought the product into conformity with the contract.

OSHO store does not grant guarantee. The above rights result from the Consumer Rights Act (Article 43c et seq.).

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

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

## **17. NOTIFICATIONS**

The notifications that you send us may be sent through our contact form or via an e-mail or in written form (a letter).

## **18. SEVERABILITY**

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

## **19. OUR RIGHT TO MODIFY THESE CONDITIONS**

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said Conditions and Data Protection policies. Please be informed, however, that the changes will not affect already concluded contracts.

## **20. APPLICABLE JURISDICTION**

All disputes arising out of use of this website or the Contract or related to them are subject to the jurisdiction of the Polish courts.

## 21. COMMENTS AND SUGGESTIONS

Your comments and suggestions are important to us. Please send us your comments and suggestions through our contact form. We also have official complaint forms available for consumers, which can be requested by calling 00 800 341 12 06 or using our contact form.

If the User is a consumer, they have the right to use out-of-court methods of handling complaints and pursuing claims, in particular, the Consumer is entitled to:

- submit a request to a permanent consumer arbitration court operating at the relevant Provincial Inspector of the Trade Inspection (Inspekcja Handlowa) for the resolution of a dispute arising from the concluded Agreement;
- submit a request to the competent Provincial Inspector of the Trade Inspection to initiate mediation proceedings aimed at an amicable settlement of the dispute;
- obtain free assistance in resolving a dispute between the Consumer and the Seller from a municipal (district) consumer ombudsman or from a consumer protection organisation, including in particular Federacja Konsumentów or Stowarzyszenie Konsumentów Polskich.

Detailed information on out-of-court complaint handling and redress procedures is available on the websites of the Trade Inspection authorities and from the competent local consumer ombudsmen.

Each complaint should include the name of the Consumer, a description of the objections and their justification, and a specification of the claim. Complaints will be considered immediately but no later than within 14 days from the date of their receipt.

**Last updated: 27.03.2026**

## Model Withdrawal Form

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

Address:

ID Logistics - OYSHO

Tarnowo Sowia 31

62-080 Tarnowo Podgórne, POLAND

[contact\\_pl@oysho.com](mailto:contact_pl@oysho.com)

I hereby give notice that I withdraw from my contract of sale for the following goods: Ordered/received on (\*)

Consumer's name:

Consumer's address:

Company\*\*:

Tax Reg. no. NIP\*\*:

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

Date

(\*) Delete as necessary

(\*\*) Delete, if the form is not completed by a natural person, who has concluded a sales contract directly related to his/her business activity and where the content of this contract shows that this person is not of a professional character.

## Annex

### **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](http://www.oysho.com).

Features available on the App include: (i) the option to purchase goods via OYSHO App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of [www.oysho.com](http://www.oysho.com); (ii) the option to manage s documents (including VAT invoices) for purchases made on OYSHO online stores (the "Online Store") and, (iii) the option to receive, electronic confirmation of purchase, by showing at OYSHO Physical Stores the designated exclusive QR ID for such purposes. Both Physical Store and Online Stores are operated in Poland by the company Oysho Polska sp. z o.o., having its registered office in Poland, city of Warsaw, ul. Chmielna 69, 00-801, REGON 140230929, KRS 240257.

#### **1. GENERAL DESCRIPTION OF THE SERVICE**

##### **1.1 Purchase of goods on [www.oysho.com](http://www.oysho.com) via OYSHO APP**

Customers can purchase goods on [www.oysho.com](http://www.oysho.com) via OYSHO App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of [www.oysho.com](http://www.oysho.com) which could be found [here](#) and to these Terms, both of which you need to accept upon purchasing any good.

##### **1.2 Management of documents for purchases made on the Online Store**

The documents (including VAT invoices) related to purchases made on the OYSHO Online Store will be stored on the App, specifically in the 'My Purchases' section.

##### **1.3 Obtaining an electronic confirmation of purchase**

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

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

In any case, an electronic confirmation of purchase mentioned above is a non-fiscal proof of purchase sent electronically. It is not an electronic fiscal receipt within the meaning of art. 111 section 3a point 1 letter b of the Act of 11 March 2014 on tax on goods and services and § 2 points 1-3 of the Regulation of the Minister of Finance of 29 April 2019 on cash registers as it does not meet the requirements laid down therein and as such cannot be used as a fiscal (cash register) receipt for any purpose other than making a return or complaint in stationary stores of Oysho Polska Sp. z o. o. The respective fiscal receipt issued in accordance with provisions of law is delivered to customer in paper form at the moment of purchase at Physical Store.

If you choose to de-register as a user, you may request, during the de-registering process, that all the confirmations of purchases stored in the App be sent by email to an email address provided.

##### **1.4 Personal identification as an OYSHO user, showing the QR ID.**

*The QR ID will be valid to identify the customer within the Physical Stores, 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.*

##### **1.5 Scan receipts**

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can make returns in Physical Stores using also above mentioned digital version of receipt, although please note that any returns will always be in accordance with the relevant terms and conditions, OYSHO's commercial policies, and all relevant legislation.

#### **2. AVAILABILITY OF SERVICES OFFERED VIA THE APP**

In accordance with applicable laws, 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 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 App in its different features. You agree to use OYSHO App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of OYSHO App.

You will be liable in the following cases:

- a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party 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 authorized 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 authorizes users to access and use the Properties in accordance with these Terms.

Users are not authorized 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 licenses or authorizations 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 licenses 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.