

# OYSHO

## PURCHASING CONDITIONS

### 1. INTRODUCTION

This document (along with the documents mentioned herein) establishes the conditions governing the use of this website ([www.oysho.com](http://www.oysho.com)) and the purchase of existing products on it (hereafter referred to as the “Conditions”).

Before you use this website, we ask that you carefully read the Conditions, our Cookies Policy and our Privacy Policy (hereafter referred to as “Data Protection Policies”). When you use this website or place an order through it, please be aware that you are bound both by these Conditions and by our Data Protection Policies. Therefore, if you do not agree to all of the Conditions and the Data Protection Policies, you should not use this website.

These Conditions may be modified. It is your responsibility to read these Conditions on a regular basis, with the present conditions applying at the time of entering into the respective Agreement (as set out below) or using of this website. If you have any doubts regarding the Conditions or the Data Protection Policies, you can contact us using the contact form.

The Agreement may be entered into, at the user’s discretion, in any of the languages in which the Conditions appear on this website.

### 2. OUR DATA

Product sales through this website will be performed in the name of OYSHO by ITX PORTUGAL – CONFECÇÕES, S.A., public limited company, with headquarters at Avenida Fontes Pereira de Melo, no. 49, 2.º esquerdo, 1050-120 Lisbon, registered at the Commercial Registry Office of Lisbon, no. 500 781 419, which is also the corporate identification number, with a share capital of €4,800,000.00 (four million eight hundred thousand euros).

### 3. YOUR DATA AND YOUR VISITS TO THIS WEBSITE

The information or personal data that you provide to us will be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and data and declare that all the information and data provided is truthful and corresponds to reality.

### 4. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

- i. Use this website solely to make enquiries and place orders that are legally valid.
- ii. Not place any fraudulent or false order. If a similar order is reasonably deemed to have been placed, we will be authorised to cancel it and inform the relevant authorities.
- iii. Provide us in a truthful and correct fashion your e-mail address, postal address and/or any other contact information. In addition to this, you agree that, where necessary, we may use this information in order to contact you (please refer to our Privacy Policy).

If you do not provide us with all of the requisite information, it will not be possible to place your order.

In placing an order through this website, you declare that you are over 18 years of age and that you are legally authorised to enter into agreements.

## **5. SERVICE AVAILABILITY**

The items provided on this website are only available for delivery in Portugal.

While, if you wish, you may order items via this website from another EU Member-State, from outside of Portugal, these items may only be delivered to OYSHO stores or to delivery addresses within Portugal.

## **6. CONCLUSION OF AGREEMENT**

To place an order, you must follow the online purchasing procedure and click on "Authorise Payment", prior to which you should read and accept these Purchasing Conditions. At this time, you will be entering into a sales and purchase agreement (the "Agreement") with us. On doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will subsequently receive e-mail confirmation that your order has been dispatched (the "Shipping Confirmation"). An electronic ticket shall be attached to the Shipping Confirmation containing your order details (the "E-ticket")

## **7. PRODUCT AVAILABILITY**

All product orders are subject to availability. Likewise, if there are difficulties concerning product supply or if items are out of stock, OYSHO will refund any amounts that have already been paid in relation to the missing items within 30 days.

## **8. DELIVERY**

Notwithstanding clause 7, above, regarding product availability and, except in exceptional circumstances, we will endeavour to dispatch orders with the products mentioned in each Delivery Confirmation before the date indicated therein or, if no date is specified, within the estimated time period that was stated when the shipping method was selected (in-store delivery, pick-up point delivery or home delivery) and, in any event, within a maximum period

of 30 days from the Order Confirmation date. However, there may be delays for reasons such as product personalisation, the occurrence of unforeseen circumstances or the delivery area. Virtual gift cards will be sent on the date that you specify when placing the order. If we are unable to meet the delivery date due to reasons beyond our responsibility, we will inform you of that situation and give you the option to proceed with the purchase, set a new delivery date, or to cancel the order with a full refund of the amount paid, without prejudice to all other rights that you may have under applicable law. We do not make home deliveries on Saturdays or Sundays, except in the case of virtual gift cards, which will be sent on the date set by you.

For the purposes of these Conditions, a "delivery" shall be deemed to have been made or a product shall be deemed to have been "delivered" with the signing of the delivery receipt at the agreed address.

Virtual gift cards will be deemed to have been delivered, as set out in the respective Terms of Use and, in any case, at the time of being sent to the email address indicated by you.

## **9. INABILITY TO DELIVER**

If we are unable to deliver your order to you, we will try to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. In this event, we will leave a note explaining where your order is located and what to do to have it delivered again. If you are not going to be at the delivery location at the time of delivery, please contact us to arrange for the delivery to be made another day.

If 15 days have elapsed since your order became available for delivery and the order has not been delivered for reasons not attributable to us, we will understand if you wish to cancel the contract and we will consider it terminated. Following the termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional charges resulting from your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and, in any case, no later than 14 days after the date we consider the contract to be terminated. Please note that the transport arising from the termination may incur an additional cost, and we will therefore have the right to charge you for the corresponding costs.

This clause will not be applicable to the virtual gift card, the delivery of which will be governed by the Terms and Conditions for Use of the Gift Card and the provisions of Clause 8 above.

## **10. TRANSFER OF PRODUCT RISK AND OWNERSHIP**

Product risks will be the customer's responsibility from the time of delivery. The customer will

gain ownership of the products as soon as we receive full payment of all amounts due in respect thereof, including shipping costs, or at the time of delivery (as defined in the preceding clause 9), if this date is later.

#### **11. PURCHASING PRODUCTS AS A GUEST**

The purchasing products as a guest feature is also available on the website. Within the context of this form of purchase, only data that is essential for processing your order will be requested from you. Once the purchasing process is completed, you will be given the option to register as a user or to continue as a non-registered user.

#### **12. VALUE-ADDED TAX**

All purchases made through this website are subject to the Portuguese Value-Added Tax (VAT) rate in-force.

#### **13. PRICE AND PAYMENT**

The price of products will be as stipulated at all times on our website, except in the event of an obvious error. While we do make every possible effort to ensure the accuracy of the prices shown on our website, errors may occur. If we detect an error in the price of any product that you have ordered, we will inform you as soon as possible and give you the option to confirm your order at the correct price or to cancel it. If we are unable to get in contact with you, the order will be deemed cancelled and you will receive a full refund of all amounts paid.

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

Prices on the website include VAT, but exclude delivery charges, which are added to the total price as stated in our Purchasing Guide - Delivery Charges.

Please note that prices may be altered at any time. However, except as set out above, changes will not affect orders for which we have submitted an Order Confirmation. Once you have selected all of the items that you wish to purchase, they will have been added to your shopping cart and the next step will be to process the order and make the payment. In order to do this, you must follow the steps in the purchasing process, filling in or checking the data requested in each step. In addition, you can amend your order data during the entire purchase process, prior to making the payment. The Purchasing Guide provides you with a detailed description of the purchasing process. In addition, if you are a registered user, a record of all your orders is provided in the "My Account" section.

You can use Visa, MasterCard, American Express and PayPal as payment methods. In addition, you may pay all or part of the price of your order with a gift card or OYSHO voucher issued by Oysho (Portugal)- Confecções S.A. However, if you do place an order online using the electronic devices (Ipods or Ipads) available in certain Oysho Portugal stores, you may make your payment using any of the payment methods available in those stores.

In order to minimise the risk of non-authorised access, your credit card data will be encrypted. Once we have received your order, we will make a prior payment authorisation on your card in order to ensure that there are sufficient funds to complete the transaction. Your card will be debited when your order leaves our warehouse. If you are using PayPal as your payment method, the debit will be made as soon as we confirm your order.

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

Credit cards are subject to verification and authorisation by the card issuer. If the card issuer does not authorise payment, we will not be liable for any delay or failure to deliver, nor will we be able to enter into any Agreement with you.

Payments for orders may be processed by Fashion Retail, an Inditex Group company, which receives and processes such payments on behalf of Oysho and is duly authorised to do so. For the sake of clarity, please note that in no event shall Fashion Retail be considered a party to this agreement (including as a seller of Oysho products).

#### **14. EXPRESS CHECKOUT**

The Express Checkout feature (hereinafter referred to as "Express Checkout") makes it easier for you to make purchases from this website, without the need to enter shipping, billing and payment details for each purchase. Express Checkout is available in the View Shopping Cart section. In order to use Express Checkout, you must save your card data. You can do this when you make a payment with any of the cards accepted by this website, by clicking on the "Save my card data" option. By doing this, the following card details will be saved: card number, name of card holder exactly as it appears on card and card expiry date.

In order to save your card details and use Express Checkout, you must accept the Privacy Policy and the applicable Conditions. By agreeing to use Express Checkout, you authorise that purchases paid for using the aforementioned tool shall be debited to the respective card associated with it.

Card use will always be governed by the written terms between you and the card issuer. You can save the details of the cards you desire in the Express Checkout. For this purpose, you should make at least one payment with each of the aforementioned cards.

If you wish to save data for more than one card, the card whose information has been saved more recently will be considered your "Favourite Card" and will be debited by default for Express Checkout purchases. Nonetheless, you may debit your Favourite Card in the My Account section of this website.

To use Express Checkout, simply click on the Express Checkout button displayed in the Shopping Cart. A screen with the shipping, billing and payment details for your purchase will immediately appear. The information on this screen can not be edited, so please do not complete the purchase if any information is incorrect.

Please do not use the Express Checkout service to make purchases using different information.

You may change your Favourite Card associated with Express Checkout in the My Account section of this website.

The provisions of this clause do not apply if you purchase items as a guest.

## **15. RETURNS/EXCHANGES POLICY**

### **15.1 Right to terminate agreement**

If you enter into an agreement as a consumer, you have the legally established right to terminate the Agreement within 14 days following its conclusion without giving any justification. The period of free termination shall expire 14 days from the day on which you make the acquisition, or that a third party other than the carrier and indicated by you acquires physical possession of the goods, or in the case of multiple goods in a separately delivered order, 14 days from the day on which you make the acquisition, or that a third party other than the carrier and indicated by you acquires physical possession of the last good.

In order to exercise your right to freely terminate the agreement, you may notify OYSHO by calling us at 800 834 290, writing an e-mail to [contact\\_pt@oysho.com](mailto:contact_pt@oysho.com) or sending us an e-mail using our contact form to inform us of your decision to terminate this Agreement, by means of an unequivocal statement (for example, a letter sent by post or e-mail).

You may use the termination template form as set out in the Appendix. However, you may exercise your right to free termination by any means, and the use of any of the aforementioned means is not obligatory. In order to meet the deadline for free termination of the contract, it is sufficient to send your notice that you will exercise your right to terminate the agreement before the expiry of the period for exercising your right to terminate the contract.

### **Effects of freely terminating the agreement**

Premium jewellery exchanges and returns shall not be accepted. Exchanges or returns of removable cups shall not be accepted.

If you terminate this Agreement, we will refund all payments that we receive from you, including shipping costs to the original place of delivery (except for ancillary costs resulting from your choice of a delivery type other than the most cost-effective standard delivery method made available by us) without undue delay and no later than 14 days from the date on which we become aware of your decision to terminate this Agreement.

This refund will be made using the same payment method that you used for the original transaction. In any event, you will not incur any fees as a result of this refund. However, we may refrain from issuing a refund until we have received the returned goods or until you have provided us with evidence that the goods have been returned, whichever occurs first.

You must return the items by post with the E-ticket printout attached to the Shipping Confirmation to the following address: Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona or deliver them to us at any OYSHO store in Portugal, in which case you may show the e-ticket in digital form on your mobile device or deliver the e-ticket printout no later than 14 days from the day on which you notify us of your decision to terminate this Agreement. The deadline will be met if you send the items prior to the expiry of the 14 day period. Unless you deliver the items to an OYSHO store in Portugal or make a postal return organised by us, you will bear the direct return costs.

The customer is only responsible for any decrease in the value of the goods resulting from delivery, and not for what is necessary in order to establish the nature, characteristics and operation of the goods.

## 15.2 Contractual right to return products

In addition to the legally recognised right of free termination of the agreement for consumers, mentioned in the above clause 15.1, we will grant you a period of 30 days from the date of receipt of the e-mail confirming that we have sent you the order to return the goods (except those mentioned in the below clause 15.3, for which the right to return the goods is excluded).

Gift card returns are governed by the Gift Card Terms of Use.

You will be liable for the direct return costs of the product unless it is delivered to an OYSHO store in Portugal or the goods are returned by post organised by us. You may exercise your right to return the products in accordance with the provisions of the above clause 15.1 for exercising the right to free termination of the agreement. In any event, the user must inform OYSHO of their intention to return the products and deliver the products to OYSHO within a period of 30 days from the date of receipt of the e-mail confirming sending of the order.

### 15.3 Conditions for exercising the contractual right to return products

The customer does not have any contractual right to return the following products:

- i. Personalised products
- ii. Music CDs/DVDs without their original packaging.
- iii. Sealed products that are not suitable for return on hygiene grounds and that have been opened following delivery.

Your contractual right to return the products shall apply only to those products returned in the same condition in which you received them. There will be no refund if the product has been used more than just being opened, nor for products that are not in the same condition as when they were delivered or when products have been damaged. Therefore, the customer should take care of the product(s) while the product(s) is/are in their possession.

Please return products using or enclosing all of their original packaging, instructions and other documents, if there are any, that accompany them. In any case, you must send the product to be returned, along with the receipt received upon delivery. After the return, the respective products will be returned according to the following:

- (i) Returns to any OYSHO store: You may return any product to any OYSHO store in the country where your product was delivered that has the same section to which the goods that you wish to return belong. In the event of this, you must go to the store in question and show the product and the e-ticket attached to the shipping confirmation e-mail, which may be presented either in digital form using your mobile device or as a print-out
- (ii) Returns by mail: For postal returns of (a) product(s) scheduled by us, the carrier will contact you in order to schedule collection of the product(s) at the place of original delivery. You must send the product(s) in the same packaging in which it/they was/were received, along with a printout of the e-ticket attached to the shipping confirmation e-mail following the instructions in the "RETURNS" section of this website.
- (iii) Return at "Drop off" collection points: The customer can request a return at a collection point in Portugal determined by us. To choose this option, you must access "My account" and select the items you wish to return and the quantity. If your purchase was made as a guest, you can access this information via the link included in your order confirmation email. You must send the product(s) in the same packaging in which it was received, together with a printout of the e-ticket attached to the email with the shipping confirmation, following the instructions in the "RETURNS" section of this website.

Please note that this return method might have fixed delivery costs at your expense in



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

If you do not wish to return the products using the free-of-charge options provided, you will bear the delivery costs. Please note that if you decide to return the items to us 'against reimbursement', we will be entitled to charge you for any costs that we may incur.

Once we have examined the item, we will inform you whether you are entitled to a refund of the amounts paid. Delivery costs will be refunded when the contractual right to return goods is exercised within the contractually defined time frame, at which point all goods relating to the order will be returned. The refund will be paid as soon as possible and, in any event, within 14 days of the date on which we receive notification of your intention to terminate the agreement. However, we may refrain from making a refund until we have received the returned goods, or until you have provided us with evidence that the goods have been returned, whichever occurs first. The refund will always be paid using same payment method used for your purchase.

If you do not choose one of the above free return options, you will bear the cost of returning the products.

If you have any questions, you can contact us using our contact form or by calling us on 800 834 290.

Returns for orders made using electronic devices available in certain Oysho stores in Portugal and paid at the till of the store itself should be made in any case in Oysho stores in Portugal. In the event of termination by the customer, we shall refund all payments received and make the right to a refund using the same payment method used for the initial transaction.

Notwithstanding the limitations on the contractual right to return the goods established in clause 16.2, the present Clause shall not apply to exercising the right to freely terminate the agreement legally granted to the consumer, in particular concerning the limitation of the powers to inspect and handle goods.

#### 15.4 Defective products

In cases where you deem that, at the time of delivery, the product was not in accordance with the conditions stipulated in the Agreement, you should contact us either by using our contact form, providing the product information and the damage that has occurred, or by telephoning us at 800 834 290, within the legally established two-month period, and we will indicate how to proceed.

You can return the product to any of our OYSHO stores in Portugal by presenting the e-ticket in digital format on your mobile device or by submitting a print-out of the e-ticket, or by sending the product using a postal service, which will be sent to you at your home. The product must be returned together with a print-out of the e-ticket, so that the corresponding amount can be reimbursed. In accordance with what is legally established, and in place of terminating the agreement (and the resulting return of the goods and refund), you may also choose to replace the product, or to reduce the price accordingly.

The refund of the price, replacement of the item or an appropriate reduction of the price paid for the item will occur as soon as possible and always within 30 days of the user's request to restore the conformity of the item. The amounts paid for the returned products due to any damage or defects, when these do exist, shall be refunded in full, including the delivery costs for shipping the item and the return costs incurred by you. The refund will always be paid using the same payment method used for your purchase.

All rights recognised under current legislation must always be safeguarded.

#### 15.5 Variations that shall not be considered as defects

The products that we market, particularly handcrafted products, often possess the characteristics of the natural materials used in their manufacture. These characteristics, such as variations in grain, texture, knots and colours, cannot be considered defects or damage. On the contrary, their presence should be both expected and appreciated. We only select products of the highest quality. Although natural characteristics are inevitable, they should be accepted as part of the individual appearance of the product. The provisions in this clause shall not affect your rights as a consumer and user, nor your right to terminate the Agreement.

#### 15.6 Right to terminate and order returns from abroad

If you have ordered items via this website from another EU Member State, outside of Portugal, clauses 15.1, 15.2, 15.3 apply with the limitation that we determine the transport. The items in question can only be delivered to the original delivery address within Portugal.

Furthermore, we hereby inform you that under no circumstances (with the exception of clause 15.4 to which this clause 15.6) is it incumbent upon us to pay either costs for shipping to addresses other than the original delivery address, or the return costs to destinations outside Portugal.

### 16. INTELLECTUAL PROPERTY

The user acknowledges that all copyright, trademark and other intellectual property rights for materials or content provided as part of the website belong to us at all times, or to those who grant us a licence to use them. You may only use the aforementioned material to the extent

that is expressly authorised by us or the licensors of its use. This does not prevent you from using this website to the extent necessary in order reproduce the information for your order or contact data.

#### **17. VIRUSES, PIRATING AND OTHER CYBER ATTACKS**

You must not misuse this website by intentionally loading a virus, trojan, worm, logic bombs or any other technologically harmful or dangerous software or material. You must not attempt to gain unauthorised access to this website, the server that hosts it or to any server, computer or database related to our website. You agree that you will not attack this website using any denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause will be deemed an infringement as established under the applicable regulations. We will report any breach of this regulation to the relevant authorities and cooperate with them to determine the identity of the attacker.

Similarly, in the event of a breach of this clause, the permission to use this website will be immediately suspended. We will not be liable for any damage or harm resulting from an attack by a service, virus or any other technologically harmful or dangerous software or material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from it or from those websites to which it redirects.

#### **18. LINKS FROM OUR WEBSITE**

If our website contains links to other third party websites and materials, these links are provided for informational purposes only and we have no control over the content of such websites or materials. As such, we will not accept any liability for any harm or damage resulting from their use.

#### **19. WRITTEN COMMUNICATION**

Applicable law requires that some of the information or notices we send out to you have to be done so in writing. By using this website, you agree that the majority of communication conducted with us will be done so electronically. We will contact you by e-mail or provide you with information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and you accept that all agreements, notices, information and other communications that we send to you electronically meet the legal requirements governing their provision in writing. This condition will not affect your rights as recognised by law.

#### **20. NOTIFICATIONS**

You should preferably send notifications to us using our contact form. Pursuant to the

provisions in the above clause 21, and unless stated otherwise, we may send you notifications either by e-mail or to the postal address that you provided to us when placing an order. It should be understood that notifications have been correctly received and performed as soon as they are published on our website, 24 hours after they are sent by e-mail, or three days after the sending date of any letter. Proof of sending the notification shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was properly delivered to the post office or post office box and, in the case of an e-mail, that the notification was sent to the e-mail address specified by the addressee.

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

The Agreement is binding on you and on us, as well as on our respective successors, assignees and heirs. You may not transmit, assign, record or transfer an Agreement or any rights or obligations arising from it without our prior written permission. We may transmit, assign, record or subcontract or transfer in any other way an Agreement, or any rights or obligations arising from it, to any company in the INDITEX Group at any time during the term of the Agreement. All other transmissions of Oysho's contractual position, rights or obligations under this Agreement will also be subject to the User's prior consent.

For the avoidance of any doubt, such transmissions, assignments or other transfers shall not affect the rights, where applicable, to which the user is legally entitled as a consumer, or cancel, reduce or limit in any way the express and tacit guarantees that we may have granted to the consumer.

## **22. FORCE MAJEURE**

We will not be liable for any breach or delay in performing any obligations that we assume under an Agreement when due to reasons beyond our reasonable control ("Force Majeure"). Force Majeure includes any act, event, non-exercise, omission or accident beyond our reasonable control, including but not limited to the following:

- i. General strikes or other forms of protest that significantly affect the country.
- ii. Public order disturbances, uprisings, invasions, terrorist attacks or threats, war (declared or not), threats of war or preparation for war.
- iii. Fires, explosions, storms, floods, earthquakes, epidemics or any other natural disasters.
- iv. The inability to use trains, boats, planes, motorised forms of transport or other means of public or private transport.
- v. The inability to use public or private telecommunications systems.

It should be understood that our obligations arising from Agreements shall be suspended during the period in which Force Majeure is active, and we will be granted

an extension of this period in order to fulfil the obligations in question, which should be equal to the period of the duration of the Force Majeure situation. We will provide all of the resources necessary in order to bring the Force Majeure situation to an end or to find a solution that will enable us to fulfil our contractual obligations, in spite of the Force Majeure situation.

### **23. WAIVER OF RIGHTS**

If we fail to require you to comply strictly with any of your contractual obligations or with these Conditions, or if we failure to exercise any of the rights or actions that may be due under this Agreement or these Conditions, this shall not mean that these rights or actions are limited or waived, nor shall we relieve you of your obligations under these Conditions.

Where we waive a specific right or action, this shall not constitute a waiver of other rights or actions under the Agreement or the Conditions.

If we waive any of these Conditions or the rights or actions arising from the Agreement, this shall have no effect unless it is expressly established that it is a waiver of rights and unless it is formalised and you are notified of this in accordance with the provisions of the above Notices section.

### **24. PARTIAL NULLITY**

If any of these Conditions, or any provision in an Agreement is declared null and void via a hard decision issued by the corresponding authority, the remaining terms and conditions shall remain in full force, without being affected by the aforementioned declaration of nullity.

### **25. ENTIRE AGREEMENT**

These Conditions and all documents expressly referring to them constitute the entire agreement between us and the customer with regard to the purpose of this agreement, superseding any pact, agreement or promise previously made between us and the client, either verbally or in writing. Both the customer and OYSHO acknowledge that they have agreed to enter into the Agreement without relying on any statement or promise made by the other party, or which may have been inferred from any statement or document in the negotiations entered into by both parties prior to the Agreement under discussion, except as expressly stated in these Conditions.

Neither the customer nor OYSHO will take any action regarding any false declarations made by the other party, either verbally or in writing, prior to the date of the Agreement (unless such false declaration were made fraudulently). The only action that may be taken by the other party will be for contractual breach, in accordance with the provisions of these

Conditions.

## **26. APPLICABLE LAW AND JURISDICTION**

Use of our website and the product purchase agreements through the website will be governed by Portuguese law.

If you enter into the agreement as a consumer, this clause does not affect the other rights granted to the consumer by legislation in force.

## **27. COMMENTS AND SUGGESTIONS**

We always welcome your comments and suggestions. Please send your comments or suggestions using our contact form. In addition to this, official forms are available to consumers and users. You can request these forms by telephone, calling 800 834 290, or by contacting us using our contact form.

If, as a consumer, you feel that your rights have been breached, you may send us a complaint by e-mail to [contact\\_pt@oysho.com](mailto:contact_pt@oysho.com), in order to resort to an out-of-court settlement. In this respect, if the transaction between you and our company has been concluded via our website, we inform you - in accordance with EU Regulation No. 524/2013 - that you have the right to attempt to resolve any dispute out of court by accessing the online electronic dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

The updated list of Alternative Dispute Resolution Entities available pursuant to Article 17 of Law No. 144/2015, of 8 September 2015, may be viewed on the Consumer Portal at the following website: [www.consumidor.pt](http://www.consumidor.pt).

28/02/2025

ANNEX

TERMINATION TEMPLATE FORM

(Please only complete this form if you intend to terminate the agreement)

To OYSHO PORTUGAL – CONFECÇÕES S.A, Avenida Fontes Pereira de Melo, n.º49 2.º Esquerdo 1050-120 Lisboa (e-mail: [contact\\_pt@oysho.com](mailto:contact_pt@oysho.com))

I hereby inform you that I am terminating my sales agreement for the following items:

Ordered on/received on (\*)

Consumer name:

Consumer address:

Consumer signature (only if this form is issued in paper format)

Date

(\*) Delete as appropriate

## **TERMS AND CONDITIONS OF USE OF THE OYSHO APP FEATURES**

These terms and conditions (hereinafter, the “Terms and Conditions”) specifically govern access and use of the services and different features available on the OYSHO App (as it will be referred to below), in addition to the Terms and Conditions of Use and Purchase for [www.oysho.com](http://www.oysho.com).

The App’s functions include: (i) enabling you to purchase products via the App, which are regarded as Online Store purchases and therefore subject to the Terms and Conditions of Use and Purchase for [www.oysho.com](http://www.oysho.com); (ii) managing receipts for purchases made in OYSHO online stores (hereinafter, “Online Store”), both of which are operated in Portugal by OYSHO PORTUGAL – CONFECÇÕES, S.A public limited company, with its offices at Avenida Fontes Pereira de Melo, n.º49, 2.º esquerdo, 1050-120 Lisboa, registered at the Lisbon Trade Registry Office under number 505 317 060, which is also the legal person identification number, with a share capital of €2,000,850.00 (two million, eight hundred and fifty thousand euros).; (iii) in addition, enabling you to obtain an electronic receipt or electronic proof of purchase, by presenting the QR in OYSHO physical stores for this sole purpose;

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

#### **1.1. Purchasing products on [www.oysho.com](http://www.oysho.com) via the App**

Customers can use the App to purchase products on [www.oysho.com](http://www.oysho.com). Therefore, these purchases are regarded as Online Store purchases subject to the Terms and Conditions of Use and Purchase for [www.oysho.com](http://www.oysho.com), which they must accept when making purchases.

#### **1.2. Managing receipts for purchases made in OYSHO online stores**

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

#### **1.3 Personal Identification as Oysho User, showing the QR ID**

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

#### **1.4 Specific feature for obtaining electronic receipts for purchases in Physical Stores**

When making a purchase at Physical Store, you may request to receive a electronic receipt. To do this, you must show the QR code that you will find in the App for this purpose and the receipt will be sent automatically to the APP.



From then on, you will be able to make returns in Physical Stores using this receipt, under the terms and conditions which will apply at all times, in accordance with OYSHO's sales policy and, in any event, in compliance with current legislation. In this instance, you will not be given a paper receipt. For that reason, by using this QR, you are specifically requesting a digital receipt or proof of purchase and are therefore opting not to receive a paper copy. In any case, you may request a paper receipt whenever you deem necessary, by contacting our Customer Service team, via any of the communication methods stated on the OYSHO website.

In any case, regulations on electronic receipts or any other applicable regulations will always prevail for any other. These Terms and Conditions are also subject to these regulations.

If you decide that you would like to deregister as a user, when processing your deregistration, you have the option of asking us to send all of the receipts stored on the App to you at the email address that you have provided to us for that purpose.

#### 1.5 Scan receipts:

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

## 2 AVAILABILITY OF SERVICES OFFERED BY THE APP

Fully complying with applicable legislation, we reserve the right to amend, suspend or remove, at any time, at our sole discretion and with no warning, either on a general basis or more specifically focussing on one or more users, any or all of the OYSHO App features, as well as amend, suspend or remove, in the same manner, the availability of all or some of the Service.

## 3 LIABILITY

Except in cases where exclusion of liability is legally limited, we are not liable for any damages that you may suffer as a result of using the OYSHO App and its various features.

You will only use the OYSHO App for the purposes for which it has been designed and therefore will not use it improperly or fraudulently. You will be liable to the Company or any other third party for damages that they may suffer for improper usage of the App.

You will be liable in the following cases:

a) when, where appropriate, your equipment or devices linked to the App, SIM cards, email addresses and/or any of the passwords are used by a third party authorised by you without our knowledge.

b) when errors or faults occur when you use the App's various features as a result of your hardware, software or devices malfunctioning or you not having installed the required security mechanisms on the device running the App.

#### 4 INTELLECTUAL, INDUSTRIAL AND OTHER PROPERTY RIGHTS FOR THE APP.

Any of the features that form part of or are included in the App or Wallet belong to or fall under the control of the Company or third parties that have been authorised to use them. Below, they will all be referred to as the "Property" as a whole.

Users will not remove, delete, alter, tamper with or amend in any way:

- Any notes, captions, signs or symbols that either the Company or the legitimate right-holders include in their property in relation to intellectual or industrial property (such as copyright, ©, ® and ™).

- Technical protection or identification features that the Property may contain (such as watermarks and digital fingerprints). Users recognise that, under these Terms and Conditions, the Company will not assign or transfer any rights over its Property or over any third party property to users.

The Company will only authorise users to access and use them in compliance with the provisions set out in these Terms and Conditions.

Users will not be authorised to copy, distribute (including via email or the internet), disseminate, broadcast, amend, alter, transform, assign or, in any other way, engage in activities which involve commercial use of the Property, either partially or fully, without explicit consent from the legitimate holder of the operating rights, provided in writing.

The Property will always be accessed and used for strictly personal reasons only, and never for commercial reasons.

The Company will reserve all rights applying to the Property, including, but not limited to, all intellectual and industrial property rights that it holds over them.

The Company will grant no other usage licence or authorisation to users over its Property other than those explicitly listed in this clause. The Company will reserve the right to terminate or modify the licences provided under these Terms and Conditions at any time.

Notwithstanding the above, the Company may bring legal action against any usage by users which:

- does not comply with the terms and conditions specified herein;
- infringes or violates the Company's or any other third-party legitimate holder's intellectual and industrial property rights or other similar rights; or infringes any applicable regulation.

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