Shein's Terms and Conditions – All you need to know about the fine prints!

Welcome to Shein Marketplace!

Our business model has changed! We are passionate about fashion and try to build the best marketplace for our customers**.** In order to bring you more choice, we will now be allowing third party sellers to offer you their products through our Site, the Marketplace!

Of course, beyond our great products we must talk about our legal terms that govern the use of our marketplace. These terms and conditions are always a bit long, but we do our best to make them as clear as possible for you and please do let us know if you have any questions at Customer Service.

Here we go:

Our Terms and Conditions (Ts &Cs) are made of:

General Conditions of Use (GCU) - which governs your use of this site and your relationship with us as operator of the Marketplace.

General Conditions of Sale (GCS) - which applies to your purchases on the marketplace between you and the third party seller.

Our marketplace policies are also an integral part of these Ts and Cs

- Coupon Policy
- Bonus Points Policy
- Delivery Policy
- Returns Policy
- Review Policy
- Ranking Policy

Please review these carefully before you use the Site and make a purchase as such use and purchase are subject to these Ts &Cs.

We recommend that you print a version or save the applicable Ts &Cs.

Summary of T&Cs

- This is a marketplace, We (Infinite Style Services, Ltd) are the operator and facilitator of the marketplace, and we not own or sell any of the Products that are listed on the Marketplace.

- All Products are listed and sold directly by, the relevant Seller(s) as set out in the summary page before the Customer confirms its order.

- So, your contract with us as Shein the operator is the ***General Conditions of Use***.

- And your contract for your purchases is with the Sellers and is ***General Conditions of Sale***.

- Your statutory consumer rights apply as all Sellers on the Marketplace are professional traders, check the T&Cs for details.

- Each Seller is responsible to you for your purchases, and we are responsible to make the Marketplace services available to you.

SHEIN MARKETPLACE' S GENERAL CONDITIONS OF USE

Version of December 7th, 2023

Welcome to the Shein EUR Marketplace.

Infinite Styles Services Co., Ltd operates the website eur.shein.com and/or the relevant mobile application (hereinafter, the "**Site**") which provide an online marketplace (hereinafter, the "**Marketplace**") that allows customers to purchase products ("**Products**") from professional traders (the "**Sellers**"). SHEIN provides the Marketplace and facilitates these sales and use of the Marketplace by making the Marketplace platform available to Sellers and customers and performing technical platform activities on the Site (or fulfilment services where applicable) ("**Services**"), therefore SHEIN does not produce nor alter the Product Content displayed on the Site, does not offer the Products and it is not in any other way involved in the sale of the Products.

These General Conditions of Use ("**GCU**") govern the contractual relationship between (a) **Infinite Styles Services Co, Ltd.** whose registered office is at 2nd Floor, 1-2 Victoria Buildings, Haddington Road, Dublin 4, Dublin, D04 XN32, Ireland (hereinafter, **"SHEIN"** or **"we"**) and (b) **you** (hereinafter "**You**" or the "**Customer**"), regarding your use of the Marketplace within Croatia (local name: Hrvatska), Gibraltar, Bulgaria, Cyprus, Denmark, Finland, Ireland, Lithuania, Latvia, Estonia, Malta, Slovakia, and Slovenia (hereinafter the "**Territory**")

Before using the Marketplace, please read carefully these GCU and either print them or, to save them electronically before accepting them. The fact that you use the Site implies your acceptance, without reservation, of these GCU, unless legally prohibited. These GCU may be modified at any time by SHEIN and the applicable GCU shall be those in force at the time the Customer uses the Marketplace. The Customer is responsible for checking these GCU for any changes whenever uses the Site.

The Customer understands and agrees that the following policies form an integral part of the T&Cs (as defined in clause 1.3 below):

- Coupon Policy
- Bonus Points Policy
- Delivery Policy
- Returns Policy
- Review Policy
- Ranking Policy

USING THE SITE IMPLIES EXPRESS ACCEPTANCE OF THESE GENERAL CONDITIONS OF USE. IN THE ABSENCE OF SUCH ACCEPTANCE, YOU MUST STOP USING THE SITE. VOID WHEN PROHIBITED

To the extent legally required, to use our Services, you need to be at least 16 years old.

The contractual languages are English, Dutch, French, Greek and Czech.

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1. DESCRIPTION OF THE SERVICES: MARKETPLACE OPERATION

1.1. We operate the Marketplace on which Sellers will offer Products for purchase. The Sellers could be either our affiliates (trading under a SHEIN company brand) or third-party traders. In all cases, the Sellers will be professional traders. We will always clearly indicate who (whether that is one of our affiliates or a third-party seller) is the Seller before you finalise your purchase.

1.2. Although Infinite Styles Services Co., Ltd – as the operator of the Marketplace - facilitates your purchases on the Marketplace and may assist with customer queries, it is not a party to your purchase contract nor a reseller of the Products. Purchases and sales via the Marketplace are concluded directly between you and the Seller.

1.3. All Customer purchases from Sellers are governed by the General Conditions of Sale (hereinafter the "**GCS**") which apply between the relevant Seller and the Customer. These GCS need to be unconditionally accepted by the Customer before each purchase is finalised. The GCS alongside these GCU and our policies govern your use of the Marketplace and shall be referred together as the "T&Cs".

1.4. As part of our Services, SHEIN ranks Products in accordance with the Ranking Policy which sets out the main parameters used for ranking Products. Customers should review this policy to ensure he/she understand how they are presented with information.

2. REGISTRATION AND USE OF THE SERVICES

2.1 Registration and identification on the Site

(1) In order to place an order to purchase the Products or access certain features or services available on the Site, the Customer must create a user account via the registration form accessible on the home page, the Customer will be able to create a user account by providing a valid Internet address, personal details, and a password that he/she has defined (« **User Account** »). If the Customer finds that an error has occurred when entering his/her personal data, he/she may modify them at any time in the "My account" section.

(2) When the Customer uses the Services, he or she undertakes to provide valid and accurate data and to comply with the laws in force. The names of the recipients, addresses and holders of the means of payment must therefore be valid. If any information is missing or incorrect and prevents shipment or delivery or customs clearance, SHEIN shall not be held liable in any way. No compensation will be offered by SHEIN in this case.

2.2. Use of the Site

(1) SHEIN reserves the right to enhance the security of certain features of the Site by requiring an additional password and/or account identification. SHEIN may also, in its sole discretion, require the Customer to change the password or impose a password reset.

(2) The Customer is solely responsible for protecting the security and confidentiality of the password and identification assigned to him. In particular, the Customer is advised not to use the same password as that used for other sites. Under no circumstances, unless proven to the contrary, shall SHEIN be liable in the event of loss, theft or fraudulent use of the user account. However, the Customer undertakes to inform SHEIN immediately of any unauthorised use of his password or identification or threat of attack on his account.

(3) The Customer undertakes not to use the User Account of another person. Each use of an account is thus deemed to be made by its own user, SHEIN has no obligation to investigate access to user accounts.

(4) The User Account is provided for the Site used for initial setup (e.g., eur.shein.com). For the Territory, the account will be administered by SHEIN. If the Customer resides in one country but orders products in another country, the Customer may be redirected to the local website of the country to which the products are being shipped. The Customer will then be subject to the terms and conditions of that site, which may be administered by another legal entity within the SHEIN group.

(5) For technical or other reasons, SHEIN reserves the right to restrict access to certain features or parts of the Site, including the ability to upload documents, make payments or send messages.

(6) SHEIN reserves the right to deny access temporarily or permanently to its Services or to terminate the User Account if SHEIN finds, in its reasonable and justified opinion, that the Customer is in breach of the T&CS (including the Marketplace policies) or any applicable laws. A reasonable and justified opinion shall be considered a valid reason when there are concrete indications that a Customer is disregarding these T&Cs or any applicable laws. When exercising this right, SHEIN will consider the legitimate interests of the Customer concerned, in particular whether there are indications that the Customer it is not liable for such violations or breaches.

(7) The Customer may terminate his account at any time, for any reason, by following the instructions given on the Site, or by contacting customer service. The Customer is informed that in case of termination, all his data will be permanently deleted in accordance with Marketplace's Privacy Policy and will not be able to be recovered.

(8) Termination of a User Account will also result in the loss of all benefits obtained, all information provided by the Customer, or the Seller related to, or stored for, the User Account, except of course in relation to claims under the legal warranty or the right of withdrawal. No indemnity or compensation may be obtained as a result of this termination.

(9) The appropriate use of the Site by the Customer requires a stable internet connection, an updated web browser and the use of the appropriate JavaScript or analogue technologies. SHEIN shall not be deemed responsible for the Customer's impossibility to access the Site due to a failure on the technical requirements.

3. PRICE OF THE SERVICES

The use of the Marketplace is free of charge (except for possible connection costs, for which the price depends on your data operator, with no obligation to purchase from the Site), except for the purchase of Products from the Sellers, in accordance with the GCS.

4. PERSONAL DATA

4.1. The Customer confirms that he/she has read and understood *Marketplace's Privacy Policy* which explains how the Customer's personal data is collected and processed when using the Services on the Site.

4.2. The Site includes parameters of content recommender systems which are explained in the Marketplace Privacy Policy and in the Ranking Policy.

5. WALLET

5.1 SHEIN Electronic Wallet (« Wallet »)

The creation of a User Account automatically includes the creation of a SHEIN electronic wallet (the "**Wallet**"). The latter allows you to collect and view your coupons, bonus points, wallet credits (offered where applicable when placing orders) and where applicable, your gift cards. These various credits or discounts can be accessed at any time via the Site in the "My Assets" section.

(1) **Coupons**: Discount coupons ("**Coupons**") may be obtained from SHEIN where this service is offered or may be granted by SHEIN in its sole discretion. Coupons may be stored in the "My Assets" section. They have a validity date, after which they can no longer be used. Coupons that have been purchased can only be redeemed at the Site where they were purchased or obtained. For more information on coupons, please refer to the Coupon Policy which applies to their use. Notwithstanding the foregoing, any Coupons which are specifically designated for the sole purpose of purchasing products exclusively distributed by Sellers cannot be used for purchasing products sold by SHEIN and vice versa.

(2) **Bonus points**: Bonus points ("**Points"**) can be earned and are then stored in the "My Assets" section. Points are earned when placing orders or using the services offered on the Website, App or social networks. Promotional points are awarded at the sole discretion of SHEIN. For more information on Bonus Points please refer to the *Bonus Points Policy* which applies to their use.

(3) **Wallet credit**: The digital wallet ("**Wallet**") is provided by a SHEIN affiliate which is linked to your Customer account and will be used if, for example, you return a Product and decide to receive a refund in the form of a credit rather than a refund on the original payment method used.

(4) **Gift Cards**: Gift cards provided by a SHEIN affiliate can be stored in your Wallet by entering the gift card code provided. Purchase and use of gift cards are subject to the specific terms and conditions below. Gift cards can only be used for purchases of SHEIN's products and cannot be used for purchases of Sellers' products.

5.2 Terms of use of Gift Cards

(1) Purchase of a Gift Card

Gift Cards can be purchased on the Site, but Coupons, Bonus Points, Wallet Credit or other Gift Cards cannot be used to purchase a Gift Card.

Gift Cards are delivered, upon acceptance of payment, to the email address provided by the Customer. It is the Customer's responsibility to ensure that the information is current and accurate.

The purchased Gift Card will be sent to the email address provided at the time of ordering. Failure to receive the Gift Card by the Customer or the beneficiary chosen by the Customer ("**Beneficiary"**) may be due to any of the following causes:

- An incorrect or erroneous e-mail address entered at the time of purchase of the Gift Card. The Customer is then invited to contact *Customer Services* without delay to confirm and change the e-mail address.
- The inbox of the Customer or the Beneficiary is full. If, after ensuring that there is sufficient space in the inbox, the Customer has still not received the Gift Card, he/she is invited to contact *Customer Services* without delay for a new delivery.
- SHEIN's emails have been blocked by the Customer's or Beneficiary's email box. The latter is then invited to check their junk mail and to add eur.shein.com to the list of approved senders, then to contact, without delay, the Customer Service for a new sending.

(2) Promotional Gift Cards

In some cases, SHEIN may offer Gift Cards to the Customer ("**Promotional Gift Cards**") free of charge for promotional or other purposes. Such Promotional Gift Cards may be subject to additional or different terms which are specified when they are obtained (specific expiry date etc.). Otherwise, they are subject to these GCU.

(3) Use of a Gift Card

(a) Gift Cards balances and numbers can be stored in "My Assets" by entering the Gift Card code via the user account. Within the European Union, Gift Cards expire after 10 years unless otherwise specified by SHEIN.

(b) In order to use the Gift Card for a purchase, the Customer or the Beneficiary must enter the number and PIN code of the Gift Card when checking out, taking care to ensure that they are kept confidential.

(c) The purchase amount will be deducted from the Gift Card balance. Any remaining balance can be used for a future eligible purchase. If the amount to be paid is greater than the balance of the Gift Card, the Customer or Beneficiary must choose another method of payment to pay the remaining amount, it being specified that Gift Cards are not cumulative (the Customer cannot use another Gift Card to pay the remaining amount due).

(d) If an order paid for by a Gift Card is returned and refunded, the amount of the order paid for by the Gift Card will be refunded to the same Gift Card

(e) The use of Gift Cards granted free of charge by SHEIN is subject to restrictions which are in the sole discretion of SHEIN and will be communicated to the Customer at the appropriate time.

(f) For Gift Cards purchased prior to March 8, 2021 that can be used at any SHEIN's website, the use of a portion of a Gift Card at a particular SHEIN website means that the balance of that Gift Card can only be used at that particular website.

(g) For Gift Cards purchased after 8 March 2021, they can only be used on the website where they were purchased (for example, if a Gift Card was purchased after 8 March 2021 on eur.shein.com, then that Gift Card can only be used on that website).

(4) Limitation and restriction of use

a) You may not purchase or maintain total gift card balances exceeding the value of 1000 € at any time.
b) Gift card values may not be exchanged for cash.

c) We reserve the right, without notice to you, to cancel or void gift cards without a refund if we suspect that a gift card is obtained, used, or applied to an order fraudulently, unlawfully, or otherwise in violation of these Gift Card Terms.

6. INTELLECTUAL PROPERTY

6.1 Content of the Site.

(1) The Site, including all non-Product specific related information and content, such as text, software, scripts, graphics, photos, sounds, music, videos and interactive features (collectively, the "**Content"**), provided on or through the Site, is owned by the Operator, its affiliates or third parties who have licensed it to the Operator.

(2) All content relevant or linked to Products available on the Site, including all information and content, such as text, software, scripts, graphics, photos, sounds, music, videos and interactive features (collectively, the " **Products Content**"), provided on or through the Marketplace, is owned by the Seller of the relevant Product, its affiliates or third parties who have licensed it to them.

The Site, Content and Products Content are protected by copyright, trademark rights and other intellectual property rights. All rights are reserved, which means that any rights not expressly granted to the Customer by the T&CS are expressly excluded.

(3) The Site, Content and the Products Content are provided to the Customer solely for its personal and private use. Any use by the Customer of the Site, Content and the Products Content for commercial purposes is strictly prohibited. SHEIN and the Sellers as applicable, are free to modify the Site, Content and the Products Content at any time and without notice or liability to the Customer.

(4) The Site, Content and the Products Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose without the prior written consent of SHEIN, the Sellers or their respective licensors.

(5) The Customer agrees not to (a) circumvent, disable, or otherwise interfere with the security features of the Site or the restrictions/limitations on the use of the Site, Content and the Products Content; (b) perform any data recovery on the Site; (c) interfere with or damage the Site by introducing malicious or harmful material.

6.2 SHEIN brands

(1) The "SHEIN" mark and other word and/or figurative marks, icons, graphics, designs, and logos associated therewith, used and displayed on the Site or the Products (collectively the "**SHEIN Marks"**), are the exclusive property of SHEIN and/or its affiliates. All other word and/or figurative marks, icons, graphics, designs and logos, not covered by the SHEIN Marks, attached to the Products or mentioned on the Site are the property of the relevant Seller or the Sellers' suppliers.

(2) The Customer acknowledges that it has no right, title or interest in or to these marks or the SHEIN Marks.

6.3. Seller's Brands

(1) The Sellers' respective trademarks and other related trademarks, service marks, icons, graphics, word marks, designs and logos (collectively the "**Sellers Marks**") are owned by the relevant Seller or its affiliates. The Customer does not have, and will not acquire, any right, title, or interest in or to any

of the Sellers Marks. The Customer may not market or distribute products or offer services under or by reference to or otherwise use or reproduce any Sellers Marks without the respective Seller prior written permission. All other word and/or figurative marks, icons, graphics, designs and logos which are not Sellers' Marks are the property of Sellers' licensors.

6.4 Reviews, Contributions and User Generated Content (UGC)

(1) In addition to our Reviews Policy, the following Section 6.4 applies. When the Customer transmits, publishes or submits, on the Site, opinions, comments, including but not limited to images, videos, ideas, know-how, techniques, questions, criticisms, reactions and suggestions ("**Contribution**"), the Customer grants SHEIN and its affiliates, free of charge and for a period of ten (10) years (or for an unlimited period of time when legally permitted) a non-exclusive licence to use it (and if necessary the right to associate the name of the Customer who is the author of the Contribution), as well as the right to license it, sub-license it, sell it, distribute it and/or integrate it in any form, on any medium or in any technology throughout the world, without any compensation being attributed to the Customer, or the Customer being able to assert any moral right as the author of the Contributions, unless legally prohibited according to the applicable law.

This licence is granted for any commercial purpose, including any commercial, promotional, and marketing purpose. It includes for SHEIN:

a) the right of reproduction and, in particular, the right to reproduce or have reproduced all or part of the Contributions;
b) the right of representation and, in particular, the right to communicate or have communicated to the public all or part of the Contributions;
c) the right to modify, translate and adapt all or part of the Contributions, where legally permitted;
d) the right to use and exploit all or part of the Contributions or any adaptation of the Contributions for the purposes of the Company's business or for the benefit of third parties of its choice, in any capacity whatsoever, where legally permitted;
e) the right to assign or license all or part of the rights granted hereunder to any person, company or entity of its choice, whether free of charge or for a fee, where legally permitted;

each of the rights being assigned respectively for any medium, any format, in any language (computer language or other), by any process known or unknown to date, and for any purpose.

(2) The Customer guarantees, in respect of the Contributions:

a) that he/she is the author and/or owner of all rights relating to his/her Contribution and that the use of the Contribution by the Site does not infringe the rights of any third party;
b) that the elements of the Contribution will be considered non-proprietary and non-confidential;
c) that his Contribution is made via his own e-mail address and that he has not impersonated anyone other than himself or otherwise being misleading as to the origin of your Contribution;
d) that his or her Contribution is truthful and honestly reflects his or her personal experience on the Site or with the Products;
e) that the Customer is at least 18 years old or has obtained prior permission from a parent or legal guardian to publish the Contribution, if legally permitted by the applicable law;
f) that the use by SHEIN and its affiliates of the Contribution does not violate the T&Cs, applicable laws, the rights of third parties or harm any person or entity;
g) any Contribution complies with our Reviews Policy; and

h) any Contribution posted is appropriate for a family audience.

(3) The Customer agrees that neither its use of the Site nor its Contributions may reasonably be regarded as involving, containing, providing, or promoting any of the following:

a. sexually explicit or pornographic content;
b. content that the Customer is not authorised to share, publish or display, or for which the Customer has no rights;
c. derogatory, discriminatory, hateful or inciting comments against specific individuals or groups on the basis of their race or ethnic origin, religion, gender, sexual orientation, disability, age, nationality, etc. ;
d. incitement to violence or other dangerous activities ;
e. terrorism or other criminal activities;
f. insensitive or offensive comments related to natural disasters, atrocities, health crises, deaths, conflicts or other tragic events;
g. harassment, intimidation or threats ;
h. dangerous products, illegal drugs, or the inappropriate use or sale of tobacco and/or alcohol;
i. crypto-currency transactions ;
j. false claims or content related to medicine;
k. content that infringes intellectual property rights;
l. desecration;
m. content that you are not authorised to, or do not have a legal right to, share, post, or otherwise display; or
n. any other content that may be considered illegal or offensive under applicable laws or regulations.

(4) The Customer acknowledges and agrees that :

(i) SHEIN does not control, and is not responsible for, the Contributions on the Site, and is not obliged to police, moderate or actively review Contributions prior to its display on the Site however SHEIN may mitigate risks against misinformation, manipulation, content infringements, cyber violence against women or minors by, in its sole discretion, removing, blocking or suspending any Contribution that does not comply with the T&Cs, applicable laws or the rights of third parties; and
(ii) that such a breach may result in the suspension of the Contributor's Customer account or use of the Site.
(iii) has the possibility to challenge SHEIN's decision by contacting the *Customer Service* if its Contribution has been removed, blocked or suspended or if its the User Account has been suspended.
(iv)is solely responsible for his/her Contributions and SHEIN expressly exclude any liability for any loss or damage arising from your Contributions and any action that SHEIN may take in response to it.

(5) The views expressed by other users on our site do not represent SHEIN's views or values.
(6) If you want to learn more about the reviews, please go to the Reviews Policy

6.5 Games

SHEIN may offer the Customer the possibility to win vouchers, coupons or participate to promotions through its participation in different games ("**Online Games**") that may be offered from time to time on the Site. The Online Games will be free of charge and subject to additional terms of use "**Games**

Rules" specific to each game. Please ensure that you review and accept any such Games Rules before you start playing an Online Game.

6.6. Products and Products Content Intellectual Property Infringements

(1) SHEIN is not responsible for the possible intellectual property infringements of any Product listed for sale by the Sellers, nor required to monitor or actively seek out illegal activity or illegal Products or Products Content uploaded to the Site by the Sellers; nor inspect Products before they are sold on the Site, notwithstanding the above, SHEIN may carry out voluntary own-initiative investigations aimed at detecting, identifying and removing access to, illegal/dangerous content to comply with law. As and when, we notice or are informed that any Product or Products Content available on the Site may be illegal or dangerous we will immediately remove it from the Site.

(2) We provide an internal complaint-handling system as specified in section 9 below for any Product or Products Content Customers believe breaches a third-party intellectual property rights.

7. TEXT MESSAGING PROGRAM

7.1 If the Customer signs up for the SHEIN's telephone messaging (SMS) program ("**Program**"), the Customer will be asked to expressly consent - by providing his or her mobile phone number, specified keyword(s), or an affirmative response by SMS/MMS or other text message, as a signature - to receive recurring automated telephone marketing messages from SHEIN and/or its suppliers. This consent is not a condition of use of the Site and may be withdrawn at any time by using the opt-out mechanism specified in paragraph 7.2 below or by contacting SHEIN in any other way.

7.2 The Customer may choose to stop receiving SMS/MMS text messages by replying STOP to any message received under the Programme, or by simply sending STOP to the number from which the Customer is currently receiving messages. In both cases, the Customer will receive an additional message confirming that their request has been processed.

7.3 Message and data rates may apply to all messages sent to and from the Customer. If the Customer has any questions about his telephone package it is best to contact his or her mobile operator.

7.4 The Customer declares that he/she is the account holder or usual user of the mobile phone number provided when registering for the Programme. If the Customer changes or deactivates this number, the Customer is obliged to inform the *Privacy Center* immediately.

7. 5 SHEIN may suspend or terminate the Customer's participation in the Programme if the Customer fails to comply with these GCU. Receipt of these messages may also be interrupted if the Customer's mobile phone service is terminated or expires. SHEIN reserves the right to modify or discontinue, temporarily or permanently, all or part of the Programme, with or without notice. Neither SHEIN nor its suppliers nor any mobile operator shall be liable for any delayed or undelivered messages nor the end of the Programme.

8. LIABILITY

8.1 SHEIN as provider of the Marketplace and provider of an online intermediation service within the meaning of the applicable law, constitutes an information society service of hosting or storage of data that allows Sellers to offer Products to Customers, with the aim of facilitating the initiation of direct transactions between Sellers and Customers, regardless of whether these conclude.

8.2 The Sellers do not act under the direction, authority, or control of SHEIN as provider of the Marketplace. Consequently, SHEIN is not a party to the contractual relationships established between the Sellers and the Customers nor responsible for the UGC or Products Content (as applicable) that Customers or Sellers may post on the Site. SHEIN is not responsible for the description of the Products, prices or any other circumstances regarding the supply of the Products. Any complaint relating to the Products shall be directed to Customer Service.

8.3 The Customer is solely responsible for its use of the Marketplace, in particular, for the Contributions made on the Site.

8.4 Neither SHEIN nor the Sellers shall be held liable in the event of misuse of the Products, use that does not comply with any mentioned contra-indications on the Product page or use made by the Customer that the relevant Seller could not reasonably have foreseen.

8.5. In the event of loss, theft or fraudulent use of the Gift Card, not attributable to SHEIN, SHEIN shall not be liable to the Customer, as title to the Gift Cards is transferred to the Customer or the Beneficiary of the card at the time of sale. The Customer or Beneficiary shall take all necessary measures to ensure the confidentiality of the Gift Card number and PIN. If the Customer or the Beneficiary believes that the Gift Card has been copied or stolen, he/she is invited to contact SHEIN at the *Customer Service*without delay**.**

8.6. SHEIN does not exclude or limit in any way its liability to Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by SHEIN's negligence or the negligence of SHEIN's employees, agents, or subcontractors and for fraud or fraudulent misrepresentation. SHEIN only provides the Marketplace for domestic and private use. SHEIN has no liability for any loss of income, loss of profit, loss of data, business interruption (all whether direct or indirect) nor any indirect or consequential loss of any kind whatsoever arising from the use of the Services and/or the Site.

8.7 When legally permitted, SHEIN cannot be held responsible for any direct or indirect damage, whatever the cause, origin, nature or consequence, resulting from the use of the Site. In particular, in the event of interruption or inaccessibility of the Site, the occurrence of viruses, or inaccuracies in the information contained on the Site or any damage resulting from fraudulent acts by third parties from the Site.

8.8. When legally permitted, SHEIN shall not be liable in the event that the non-performance of its obligations is attributable either to the unforeseeable and insurmountable act of a third party to these GCU or to a case of force majeure as may be defined by applicable law and which includes, but is not limited to:

- strikes and other forms of demonstrations or blockades that affect the production and delivery of the Products;
- civil unrest, revolt, invasion, terrorist attack or threat, war (declared or undeclared) or threat or preparation for war.
- fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- inability to use trains, ships, aircraft, motorised transport or any other means of transport, public or private.
- inability to use public or private telecommunication systems.
- acts, decrees, laws, regulations or restrictions of any government or public authority.

SHEIN's obligations under the GCU shall be suspended for the period during which the force majeure situation remains in force. SHEIN shall be entitled to an extension of the period of performance of these obligations equal to the duration of the force majeure situation. However, all reasonable means

will be used to mitigate the impact of the force majeure situation or to find a solution that allows the Site to operate.

8.9. SHEIN implements means intended to ensure the security of the data collected on the Site. However, SHEIN has no control over the risks inherent in the operation of the Internet and its impact on the confidentiality of data passing through this network.

8.10 The Site may contain links to third party sites that are not owned or controlled by SHEIN. In no event shall SHEIN be responsible for the content of such websites or links which it does not control. By merely linking, SHEIN does not endorse third party content.

8.11 If any provision of the GCU is found to be unenforceable, this shall not affect the validity of the remaining provisions of the GCU, which shall remain in full force and effect.

8.12 SHEIN's failure to assert a right or provision under the GCU shall not constitute a waiver of that right or provision.

8.13 Release for Disputes with Sellers. To the fullest extent permitted by applicable law, SHEIN expressly disclaims any and all liability that may arise between you and any Seller. The Marketplace merely provide a venue for connecting our users with Sellers. Because SHEIN is not a party to the actual contracts between you and any Seller that you purchase a Product from, in the event that you have a dispute with any Seller, you release SHEIN, its parents, subsidiaries, affiliates, and all of their officers, employees, investors, agents, partners and licensors, except regarding a SHEIN's affiliate acting as the applicable Seller, from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

9. REPORTING INFRINGING OR ILLEGAL CONTENT

9.1 Notice Of Intellectual Property Infringement

(1) Notice Requirements

As SHEIN asks others to respect its intellectual property rights, SHEIN respect the intellectual property rights of others. If the Customer believes that material located on or linked to by the Products and/or Site violates his/her copyright, trademark, or other intellectual property rights, please submit a complaint through https://www.shein.com/ip-complaint. SHEIN may request the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property right that has been allegedly infringed.
- Identification of intellectual property being infringed, including, if any, the corresponding registration number and corresponding country of registration.
- Identification of the material that is claimed to be infringing, including information regarding the location of the infringing materials on the Site or App, with sufficient detail so that SHEIN can find it.
- If a design patent is at issue, to identify the design patent the Customer claims has been infringed along with the registration number.
- If a utility patent is at issue, to identify the utility patent that the Customer claim has been infringed along with a Court Order or Judgment supporting the claim.

- Customer's full legal name, company affiliation (if any), mailing address, telephone number, and email address.
- A statement by the Customer stating a good-faith belief that the use of the allegedly infringing material is not authorized by the intellectual property owner, its agent, or the law.
- A statement by the Customer, made under penalty of perjury, that the information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.

(2)_SHEIN's response

We will do our best to review any such notices promptly and to investigate as and where needed. Upon receipt of such notices, we reserve the right to:

- Issue a warning to the party accused of infringement;
- Remove or disable access to the material or disable any links to the material;
- Notify the party accused of infringement that we have removed or disabled access to the applicable material;
- Potentially terminate access to and use of the Marketplace for any Customer or Seller who repeatedly or seriously infringes the intellectual property rights of SHEIN or others, or as otherwise stated in the T&Cs (including the Marketplace policies);
- Potentially start legal proceedings against the party accused of infringement for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against the party accused of infringement; and/or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We reserve the right to put in place reasonable mechanisms in place to prevent similar infringements in the future.

9.2 Notice of Dangerous or illegal Content

(1) Notification

If you believe that any Content, Products or Products Content located on or linked to this Site is considered dangerous or illegal, please submit your notification through Customer Service *where you will be able to report the Seller and/or its Products.* We may request the following information:

- Notices flagging purportedly illegal or dangerous content must be able to determine illegality or danger without needing a substantive analysis or legal review.
- Clear identification of illegal or dangerous material.

(2)_SHEIN's response

Upon receipt of such notices, if the flagged Content, Products or Products Content is *evidently manifestly illegal or dangerous*, and always upholding the fundamental rights, we reserve the right to:

- Issue a warning;
- Remove or disable access to the material or disable any links to the material;
- Notify the party accused that we have removed or disabled access to the applicable material;
- Potentially terminate access to and use of the Marketplace of the party accused;
- We reserve the right to put in place reasonable mechanisms in place to prevent similar occurrences in the future;
- Potentially start legal proceedings against the party accused for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against the party accused; and/or
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We reserve the right to put in place reasonable mechanisms in place to prevent similar infringements in the future.

9.3. Takedown complaints handling

If, because of a takedown request or at our discretion, we removed, blocked or suspended your content, suspended your User Account or disabled access to your material, you have the possibility to challenge our decision by contacting *Customer Service*. We will endeavour to review any such challenges promptly.

10. APPLICABLE LAW AND JURISDICTION

10.1 In the event of a dispute about the use of the Services, the Customer should first contact SHEIN's Customer Service Department by the following means via the website by going to the Customer Service section. Customers can access the European Union's online dispute resolution platform by following this link: https://ec.europa.eu/consumers/odr/main/?event=main.home2.show, where we are registered with the e-mail address dispute@shein.com.

10.2. These GCU shall be governed by and construed in accordance with Irish law, and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The Customer, who is habitually resident in another European country, shall further benefit from the protection afforded to him by the mandatory provisions of the laws within the Territory.

10.3 Any dispute arising from the formation, interpretation or execution of these GCU shall be under the exclusive jurisdiction of the courts within the Territory.

11. MARKETPLACE OPERATOR INFORMATION

11.1 Company information
Company name: Infinite Styles Services Co., Ltd
Address: 2nd Floor, 1-2 Victoria Buildings, Haddington Road, Dublin 4, Dublin, D04 XN32, Ireland
Email: eurcsteam@shein.com
Company number: 732881

11.2 For any problems with the Services, the Customer may contact SHEIN at any time by email at *Privacy Center* or through our *Customer Service platform*.

GENERAL CONDITIONS OF SALE

Version of December 7th, 2023

Welcome to eur.shein.com and/or the mobile application (the "**Marketplace**") operated by Infinite Styles Services Co., Ltd (address at 2nd Floor, 1-2 Victoria Buildings, Haddington Road, Dublin 4, Dublin, D04 XN32, Ireland, and registration number 732881) ("**Shein" or "the Operator").**

Your use of the Marketplace and of the Operator's facilitation services ("**Services**") is governed by our General Conditions of Use. Please ensure that you have reviewed them and agreed with them before you use or continue using the Marketplace.

Shein as the Operator of the Marketplace provides its Services as an intermediary and therefore is not a party to the transactions made on the Marketplace. All products available for sale ("**Products**") on the Marketplace are sold by the seller indicated on the relevant Product page.

These General Conditions of Sale ("**GCS**") govern the contractual relationship and terms of sale between:

(A) the seller of the Product you are purchasing, as listed on the product information page before you confirm your purchase (the "**Seller")** and
(B) you (hereinafter "**You**" or the "**Customer**")

through the Marketplace, within Croatia (local name: Hrvatska), Gibraltar, Bulgaria, Cyprus, Denmark, Finland, Ireland, Lithuania, Latvia, Estonia, Malta, Slovakia, and Slovenia (hereinafter, the "**Territory**").

Please note that:

- All Sellers on this Marketplace are professional traders.
- In some instances, companies within the SHEIN group may be acting as a Seller – and as such will be bound by these GCS – however, Infinite Styles Services Co., Ltd is the Operator and is not part of the contractual relationship between you and the Sellers.

If you wish to order from another country outside of the Territory you will be redirected to the appropriate Shein site and your purchases via that local site will be subject to its terms and conditions.

In order to place an order on the Marketplace, the Customer declares that he/she is at least 18 years old. It is specified **that the Products are intended for the domestic and personal use by the Customer**, without any direct connection with his/her professional activity. The Customer undertakes not to purchase Products with a view to reselling them.

Before making a purchase, the Customer will be invited to read carefully these GCS to print them or to save them electronically and to accept them**.** The fact that a Customer places an order implies his/her express acceptance, without reservation, of both these General Conditions of Sale and the General Conditions of Use applicable to the use of the Marketplace (both hereinafter jointly referred as "**T&Cs**"), unless legally prohibited. The T&CS may be modified at any time by SHEIN. In any event, the applicable T&CS shall be those in force at the time the Customer places an order. The Customer is responsible for checking the T&Cs for any changes whenever the Customer uses the Marketplace.

The Customer understands and agrees that the following Marketplace policies form an integral part of the T&Cs:

- Coupon Policy
- Bonus Points Policy
- Delivery Policy
- Returns Policy
- Review Policy
- Ranking Policy

PLACING AN ORDER IMPLIES EXPRESS ACCEPTANCE OF THESE GENERAL CONDITIONS OF SALE. IN THE ABSENCE OF SUCH ACCEPTANCE, THE CUSTOMER MUST NOT PLACE AN ORDER. VOID WHEN PROHIBITED

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1. MARKETPLACE OPERATION

1.1 The Operator does not own any of the Products that are listed on the Marketplace. All such Products are listed by, purchased from, and sold directly by, the relevant Seller(s) as set out on the Product page and in the summary page before the Customer confirms its order.

1.2 The Operator is therefore not a party to any purchase or sale of Products and accordingly, is not a party to the Products' purchase contract which is entered into directly between the Customer and the relevant Seller as set out in these GCS.

1.3 While the Operator may facilitate the purchases of Products through the Services, conducts due diligence checks on the Sellers and will remove illegal Products promptly upon learning of them in accordance with applicable law, the Operator has no control over and does not guarantee the existence, quality, timing, condition, safety or legality of Products offered for sale by the Sellers =; the truth or accuracy of listings for Products sold by the Sellers; the integrity, responsibility, or any actions of any Sellers; the ability of any Sellers to sell Products; or that any Seller will actually complete a transaction. The Operator is not an auctioneer, seller, reseller, or carrier of any Products that are listed for sale by Sellers.

2. CHARACTERISTICS OF THE PRODUCTS

2.1 To the extent legally permitted, the Customer declares that he/she is aware of the essential characteristics of the Products that appear on the Marketplace. These characteristics include the information presented on the Marketplace.

2.2 The photographs, which are not contractual, are intended to provide the Customer with the best possible information. However, the Customer acknowledges that, due to the colour quality of the photographs, there may be some differences between the presentation of the Product on the Marketplace and the Product delivered due to, among others, the calibration of the monitor used. Once the Product is received by the Customer and he/she is not satisfied with the Product, the Customer can proceed to the return of such product according to our Returns Policy. For the avoidance of doubt, the discrepancies of colours or presentation of the Product do not imply defect or lack of conformity.

2.3 **Risk and Title.** Subject to section 6.2 below, the purchased Products will be at the Customer's risk from the time of delivery. Title to any purchased Products will transfer from the respective Seller to the Customer over 'international waters' (i.e., not within the jurisdiction of any country). Please note that when ordering from this Site, Customers are deemed the importer of record and must comply with all laws and regulations of the country in which the Customer is receiving the Products.

3. PRICES AND FEES

3.1 Product prices

(1) The price of the Products is the one displayed on the Marketplace, excluding delivery charges and additional costs which will be added to the total amount to be paid (the "**Price**"). This Price is the net price including all taxes and may be modified at any time before the Customer places an order.

(2) By placing an order, to the extent legally permitted, the Customer declares that he/she is aware of the Price of the Products on the Marketplace, as well as the delivery costs and any additional costs as listed in the order summary before the Customer confirms its order. The period of validity of any offer and the Product Price is fixed by its respective Seller who is free to modify them at any time. Therefore, only the price of the Products indicated at the time of purchase on the Marketplace is applicable.

(3) if the Price for a Product is reduced or subject to discounts from time to time, this will be clearly indicated on the Marketplace.

3.2 Delivery costs

(1) The amount of the delivery costs depends on the amount of the order and the type of delivery option selected by the Customer at the time it selects a Product. The Delivery Options are: (a) express delivery within the European Union, known as "express delivery" or "**quickship**" or (b) international delivery.

(2) It is specified that for some Products, the choice of the Option of delivery is not possible.

3.3 Additional charges

For International delivery orders exceeding certain amounts, a handling fee will apply. The exact amount of such handling fee will vary depending on the total value of the order. The handling fee applicable to each order will be clearly displayed at checkout before you place your order (and is included in the "Grand Total" amount shown on the order summary page).

3.4 General

(1) In any case, the amount of the delivery costs and additional costs will be indicated to the Customer before the "Validation" of the order.

(2) The Seller reserves the right not to charge delivery costs depending on the amount of the order.

4. HOW TO PLACE AN ORDER

4.1 Registration and identification on the Marketplace

In order to place an order to purchase the Products or access certain features or services available on the Marketplace, the Customer must create a user account via the registration form accessible on the home page, the Customer will be able to create a user account by providing a valid Internet address, personal details and a password that he/she has defined (« **User Account** »). To learn more about registration on the Marketplace, please go to GCU.

4.2. Placing orders

(1) The selection of Products is made on the Marketplace once the Customer has logged in to his/her User Account. The selected Products are added to the shopping basket ("**Basket"**) by clicking on "Add to Basket". The Customer is then invited to follow the steps of the purchase process, indicating, or verifying the information requested at each step. In addition, at any time throughout the purchase process, before payment has been made, the Customer may modify the details of their order.

(2) Once the Products have been selected, the Customer will be asked to check their basket and validate it by clicking on "Proceed to checkout". The Customer is invited to enter a delivery address, a delivery method, and a payment method.

(3) Various payment methods are offered, which may vary depending on the region associated with the Marketplace (Visa, Mastercard, JCB, Diners' Club, Paypal, Klarna, Afterpay, Discover, Diners Club, online banking etc.). Wallet credit balances, as provided in the GCU, may also be used.

(4) The Customer is then invited to finalise its purchase by:

a) First, providing his/her credit card details and press the "Validation" button to confirm his/her order. The amount of information to be filled in or the additional verifications requested will depend on the payment method chosen.

b) Then, the Customer will be asked to finalise the order by clicking on the "Pay" or "Proceed to payment" button which will appear once the payment information has been filled in.

(5) The Customer definitively finalises the order by clicking on "Pay". By clicking on "Pay" or « Proceed to Payment », the Customer confirms that he/she is the sole owner and authorised user of the chosen payment method. Once the payment has been made, the Operator will send a confirmation and summary of the order to the Customer by email to the email address associated with the Customer's User Account. The contract is formed when the confirmation email is sent to the Customer as proof of the Seller's acceptance of the order, or at the time of delivery of the order, if the delivery is made before the confirmation email is received by the Customer.

(6) To minimise the risk of unauthorised access, credit card details are encrypted.

(7) If the order triggers a fraud alert in the Operator's security system, a verification email may be sent to the email address associated with the account.

(8) In the event that the full price of the order cannot be debited, the sale shall be immediately terminated by operation of law and the order cancelled.

(9) The Operator reserves the right to refuse the order for any other legitimate reason, and in particular, when there is fraud concerns or a dispute with the Customer concerning the payment of a previous order

(10) The card will be charged at the time of order, unless the Customer has selected a subsequent payment service (which is only available in certain countries), in which case the card will be charged at the time of dispatch.

(11) In any event, the order will only be definitively validated once the order has been paid for and confirmation has been sent by email to the User Account associated email address.

(12) The Customer is responsible for ensuring that all information provided during the ordering process is correct. If the Customer detects an error in your order after the completion of the payment process, he/she should immediately contact *Customer Services*to correct the error.

(13) The contractual languages are English, Dutch, French, Greek and Czech.

5. DELIVERY

5.1 Terms of delivery

(1) Delivery Options: Depending on the Products ordered and, if applicable, the Delivery Option selected by the Customer, delivery shall be either be organised on a local ("**Quickship**") or international basis depending on where the Products or the order to be placed by the Customer are located

(a) Delivery method: The Customer chooses one of the delivery methods offered on the Marketplace (Please see Delivery Policy when placing the order. The home delivery service is available in the Territory.

(a) Delivery address: The Customer chooses a delivery address. The Customer is solely responsible for any failure to deliver due to an address error when ordering.

5.2 Delivery times

(1) Delivery times are indicated on the Marketplace and may vary depending on the availability of the Products ordered. Delivery times are in working days (so exclude weekends and bank holidays) and correspond to the average time required to prepare and deliver the order to the delivery address.

(2) The delivery period begins with the email confirmation of the order and its payment (« **Date of Purchase** »).

5.3 Delayed delivery

(1) In the event of a delay in delivery, the order will not be cancelled automatically, and the following provisions will apply.

(2) The Seller, via the Operator, shall inform the Customer by e-mail that the delivery will be delayed. The Customer may cancel the order if, after having given the Seller notice to deliver the Product or to deliver within a reasonable additional period, the Seller has not done so. The order will be considered cancelled if the Seller does not comply with this request. The Seller will then refund all sums paid, at the latest within fourteen (14) days of the date on which the contract was terminated.

(3) If the order has not yet been dispatched when the Seller receives the Customer's cancellation notice, the delivery shall be blocked, and the Customer shall be reimbursed for any sums debited within fourteen (14) days of receiving the cancellation notice.

(4) If the order has already been shipped when the Seller receives the Customer's cancellation notice, the Customer may still cancel the order by refusing the package. The Seller shall then reimburse the sums debited and the return costs paid by the Customer within fourteen (14) days following receipt of the return of the package (complete and in its original condition) that has been refused. The Seller shall proceed with the refund using the same means of payment that the Customer used for the initial transaction unless the parties expressly agree on a different means.

5.4. Customs Authorisation.

When ordering from this Site, Customers are deemed the 'importer of record' and agree to SHEIN acting on the Customer's behalf for the sole and limited purpose of carrying out customs declarations, including for example the appointment of a customs broker (to act on behalf of the Customer), as may be required to ensure timely customs clearance and delivery of products.

6. CHECKING THE ORDER ON ARRIVAL

6.1 Checking the order on arrival.

The Customer is obliged to check the condition of the Products upon receipt of the order.

6.2 Damaged parcel on receipt of delivery

(1) Any risk of loss or damage to the Products passes to the Customer at the time the Customer takes physical possession of the Products.

(2) It is the Customer's responsibility to refuse the package if it is obviously damaged or to make any reservations and claims about the package being damaged deemed necessary within 24 hours of receiving the Products, this does not affect your statutory rights. The said reservations and claims must be addressed in writing to the carrier selected by the Customer when choosing the delivery method. The carrier chosen will also be set out on the order summary sent to the Customer once the order has been placed. The Customer must also send a copy of this letter or document to the *customer service* ("**Customer Service"**).

6.3 Items not conforming to the order.

(1) The Customer must ensure that the Products delivered to him/her correspond to the order placed. In the event of receiving mistaken products (different from the ones purchased by the Customer) or an error in the quantities, the Customer must inform *Customer Services* in accordance with this section.

(2) The Customer must submit to the Seller, via *Customer Service*, within 48 days of receipt of the package, any claim of delivery error and/or mistake and/or non-conformity of the Products in kind or in quality with respect to the order, this does not affect the Customer's statutory rights.

(3) The costs of returning the Products are to be borne by the Seller, who will refund the Customer within fourteen (14) days after receipt of the returned goods.

6.4 Damaged items

For any queries regarding Products that are damaged and product warranty, please refer to Section 7 below.

6.5. Fraudulent behaviour

As indicated in these GCS, any fraudulent behaviour or manoeuvres related to claims or reservations made regarding packages received (missing items, damaged products in particular) will be liable to criminal prosecution or the appropriate legal action.

7. LEGAL GUARANTEE OF CONFORMITY

(1) Under applicable law, the Seller is liable for defects in the conformity of the Products delivered and for hidden defects in the Products sold by them in accordance with the statutory provisions.

(2) The Products sold must be in conformity with the contract and free of defects at the time of delivery.

(3) The Seller shall also be liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation, if applicable, if the latter was made incumbent on the Seller under the contract or was carried out under the Seller's responsibility, or if the incorrect installation carried out by the Customer as provided for in the contract is due to deficiencies or errors in the installation instructions provided by the Seller.

(4) In accordance with applicable law, the Product is in conformity with the contract if it meets the following criteria, where applicable:

1. It corresponds to the description, type, quantity and quality, including completeness, functionality, compatibility, interoperability, or any other characteristics provided for in the contract;
2. It is suitable for any special purpose sought by the Customer, which was made known to the Seller at the latest at the time of the conclusion of the contract and which the latter has accepted;
3. It is delivered with all accessories and installation instructions, to be provided in accordance with the contract;
4. It is updated in accordance with the contract.

(5) In addition to the criteria of conformity with the contract, the Product is conforming if it meets the following criteria:

1. It is fit for the purpose normally expected of a Product of the same type, taking into account, where applicable, any provisions of European Union and national law and any technical standards or, in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;
2. If applicable, it has the qualities that the Seller presented to the Customer in the form of a sample or model before the contract was concluded and correspond to the description of such a sample or model;
3. Where applicable, the digital elements contained therein shall be provided according to the most recent version available at the time of the conclusion of the contract, unless the parties agree otherwise;
4. Where applicable, it shall be delivered with all accessories, including packaging, and installation instructions that the consumer may legitimately expect;
5. Where applicable, it is provided with the updates that the Customer may legitimately expect;

6. It corresponds to the quantity, quality and other characteristics, including durability, functionality, compatibility and safety, that the consumer may legitimately expect for Products of the same type, taking into account the nature of the Product as well as public statements made by the seller, by any person upstream in the transaction chain, or by a person acting on their behalf, including in advertising or on labelling.

(6) The Seller shall not, however, be bound by the aforementioned public statements if it demonstrates:

1. That he did not know them and was not legitimately in a position to know them;
2. that at the time of the conclusion of the contract, the public statements had been corrected in a manner comparable to the original statements; or
3. That the public statements could not have influenced the purchase decision.

(7) The Customer may not contest conformity by invoking a defect in one or more particular characteristics of the Product, which it has been specifically informed deviates from the conformity criteria set out in this article, and to which it has expressly and separately consented.

(8) Any defects in conformity that appear within twenty-four (24) months of delivery of the Product are, in the absence of proof to the contrary, presumed to exist at the time of delivery.

The Customer has a period of up to three (3) years from the delivery of the Product, according to the applicable law, to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a defect of conformity. During this period, the Customer is only required to establish the existence of the lack of conformity and not the date of its appearance. The Seller cannot invoke the lapse of the term for establishing a defect if the defect was deceitfully concealed in the Product.

Where the contract for the sale of the Product provides for the supply of digital content or a digital service on a continuous basis for a period of more than two (2) years, the legal warranty shall apply to that digital content or digital service throughout the period of supply provided. During this period, the Customer is only required to establish the existence of the lack of conformity affecting the digital content or service and not the date of its appearance. However, if the contract for the sale of products with digital elements provides for the continuous supply of the digital content or services for a period of less than three years, the period of liability shall be three years from the time of delivery.

The legal guarantee of conformity creates an obligation for the Seller, where applicable, to provide all updates necessary to maintain the conformity of the Product. The Seller is not liable for defects in conformity if the Customer, who were previously informed about the updated and consequences of not installing the update, does not install within reasonable time the updates delivered by the Seller, unless the lack of installation or improper installation of the updated resulted from errors in installation instructions delivered by the Seller.

The legal guarantee of conformity entitles the Customer to repair or replace the Product within thirty days (30) of his request, free of charge and without any major inconvenience to him, unless one of these two options proves impossible or, in comparison with the other remedial measure, entails disproportionate costs for the Seller.

If the Customer requests the repair of the Product, but the Seller imposes the replacement, the legal warranty of conformity is renewed for a period of two years from the date of the replacement of the Product.

The Customer may obtain a reduction in the purchase price by retaining the Product or terminate the contract by obtaining a full refund against return of the Product, if:

1° The repair is impossible or disproportionate.

2° The Seller has declared or refuses to repair or replace the Product , or refuses to do so within a reasonable time or without major inconvenience to the Customer.

3° The repair or replacement of the Product takes place after a period of thirty (30) days;

4° The repair or replacement of the Product causes a major inconvenience to the Customer, in particular if the Customer definitively bears the costs of taking back or removing the non-conforming Product, or if he bears the costs of installing the repaired or replacement Product;

5° The non-conformity of the Product persists despite the Seller's unsuccessful attempt to bring it into conformity.

The Customer is also entitled to a reduction in the price of the Product or to rescission of the contract where the lack of conformity is so serious that it justifies immediate reduction in price or rescission of the contract. In such cases, the Customer is not obliged to request the repair or replacement of the Product beforehand. Where legally required, the costs of repair or replacement, including the costs of postage, transport, labour and materials, shall be borne by the Seller.

The Customer is not entitled to rescind the sale if the lack of conformity is minor, except in cases where the Customer has provided personal data in return.
Where the defect in conformity concerns only some of the Products from an order, the Customer may withdraw from the contract in respect of those Products with a defect of conformity, and also in respect of the other Products purchased by the Customer together with the non-conforming ones, if it cannot be reasonably expected that the Customer agrees to keep only the Products in conformity with the contract.

Any period during which the Product is out of service for repair or replacement shall suspend the remaining warranty period until delivery of the repaired Product.

A Seller who obstructs in bad faith the implementation of the legal guarantee of conformity may be liable to a fine according to the applicable law, which in some cases, may be up to 10% of the average annual turnover.

The Customer also benefits from the legal guarantee for hidden defects for a period of up to two (2) years, as specified by the applicable law, from the discovery of the defect, according to the applicable law. This guarantee entitles the Customer to a price reduction if the Product is kept or to a full refund in return for the return of the Product.

8. RIGHT OF WITHDRAWAL

(1) In accordance with the applicable law, the Customer, who is a consumer purchasing from a professional trader, has the right to withdraw from all or part of his or her order, without giving any reason, and which expires fourteen (14) days after receipt of the order (date of delivery or collection of the order, depending on the Products and the option chosen by the Customer). In the case of different delivery times for the same order, the above period shall run from the day on which the

Customer or a third party indicated by him/her, other than the carrier, acquires the physical possession of the last parcel of the order.

Exceptions for the right of withdrawal are set out in section (4) below. A model of the withdrawal form is provided at the end of this section or by using the link provided throughout this section.

(2) In order for the withdrawal period to be respected, it is sufficient for the Customer to send the communication relating to the exercise of this right, as explained below (or make some other unequivocal statement indicating its decision to withdraw from the contract) before the expiry of the period of fourteen (14) days after receipt of the ordered Products.

(3) If the Customer makes use of this right of withdrawal, the Products must be returned within fourteen (14) days of the communication of the exercise of the right of withdrawal, in their original packaging, in perfect condition, unused and accompanied by all accessories and user manuals, as well as the *return form* duly completed. The returned Products must not have been used in any way or handled in any way other than to establish the nature, characteristics, and proper functioning of the goods. Products that are incomplete, damaged, or soiled by the Customer will not be accepted.

(4) Certain Products are not subject to the right of withdrawal. This is the case for Products that have been unsealed by the Customer after delivery and that cannot be resold, in particular for reasons of hygiene or health protection (for example, bodysuits, lingerie and pyjamas, swimwear, cosmetic products, jewellery and accessories (except for scarves, bags and mermaid blankets)) or Products which have been personalised for the Customer.

(5) The return package must be returned to the nearest point of return according to the logistics company corresponding to the return label, at the latest fourteen (14) days after the withdrawal request. **Please note** that the package must not be returned to the sender's address which does not correspond to the return address. Otherwise, the package will be lost. The Customer shall send the return package to the address indicated by the Operator.

(6) If the order is returned undamaged and unused, the Customer shall be refunded the price of the Products and the standard delivery charges paid, unless otherwise indicated. If the Customer has expressly chosen a more expensive delivery method than the standard delivery method offered by the Seller, these delivery costs will not be refunded. The additional costs charged for any order over 180 euros (including VAT) (customs duties, storage and customs clearance costs) will not be refunded. This does not affect Customer's statutory rights. It should be noted that in the event of withdrawal of only part of the order, the refund of the delivery costs and additional costs will be equal to the amount of the costs that would not have been charged to the Customer if the said products had not been purchased.

(7) The cost of returning the Product(s) shall be borne by the Seller provided that the Customer follows the return instructions in our Returns Policy.

(8) The Seller shall make the refund by transfer to the card used for the payment of the order, and at the latest fourteen (14) days from the receipt of the Products.

(9) Please note that the Customer may also choose to receive a refund in Wallet Credits. These credits may give rise to a refund of the balance via the original payment method used when placing a new order. A digital wallet credit granted by the Operator throughout other means, as described in the GCU, which is not linked to a returned item, cannot however give rise to a cash refund.

(10) In accordance with the GCU, Wallet credits can only be redeemed on the website where the credit was granted (e.g. if the Customer ordered and then returned a product on the eur.shein.com website and chose to receive a credit, this credit can only be redeemed on the eur.shein.com website).

(11) In order to exercise the right of withdrawal, the Customer must notify the Seller, through the Marketplace as set out below, of his decision to withdraw from this contract by means of an unambiguous statement.

The Customer can exercise its withdrawal right:

- via the Customer account, by clicking on "My orders", then "Return the item". The return label must then be printed and stuck on the return package, which must be sent to the nearest return point according to the logistics company corresponding to the return label.

- via the withdrawal form below. To be completed and sent here

Withdrawal form for Customers For the attention of: E-commerce service [INSERT NAME OF SELLER] in the care of Infinite Styles Services Co, Ltd, 2nd Floor, 1-2 Victoria Buildings, Haddington Road, Dublin 4, Dublin, D04 XN32, Ireland I/We hereby notify you of my/our withdrawal from the Contract for the sale of the following product and/or service: Order number : Article code : Ordered on : Received on : Name of the Client : Client's address : Signature of the client(s) (in case of notification of this form on paper) : Date :

(12) If the Customer uses the withdrawal form, the Seller, through the Marketplace, shall immediately send an acknowledgement of receipt of the withdrawal on a durable medium, together with a return slip which the Customer must attach to the returned Product. Without this form, the return of the Product cannot be processed within the normal timeframe.

9. EXTENSION OF THE WITHDRAWAL PERIOD

(1) Beyond the legal withdrawal period mentioned in Section 8, the Sellers offer the Customer the possibility to return the ordered Products up to forty-five (45) days, starting from date of purchase.

(2) In cases where the Customer wishes to benefit from the extension of the withdrawal period, he/she is informed that the return of the Products must be made under the same conditions as those set out in Section 8. In particular, the Customer is invited to follow the instructions mentioned above.

(3) Unless otherwise agreed, if a return is made within the extension of the withdrawal period, the refund will be made in Wallet credit.

(4) In the event of any difficulty related to the implementation of this extension of the right of withdrawal, the Customer is invited to contact Customer Services without delay, and at the latest within 45 days from the purchase date, this does not affect the Customer's statutory rights.

10. LIABILITY

10.1 The Customer is obliged to take note of the characteristics of the Products, as they appear on the Marketplace, in order to ensure in particular that he/she is able to use or wear the Products. The Seller shall endeavour to ensure that the information on the Marketplace is up to date.

10.2 The Seller shall not be held liable in the event of misuse of the Products, use that does not comply with the contraindications mentioned in the Product Page or use made by the Customer that the Seller could not reasonably have foreseen.

10.3 Unless otherwise agreed, the shipment will be made to the delivery address indicated by the Customer. In the event of a wrong address being given, the Seller shall not be held responsible for lost packages.

10.4 Seller does not exclude or limit in any way its liability to Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by Seller's negligence or the negligence of Seller's employees, agents, or subcontractors and for fraud or fraudulent misrepresentation. The Marketplace is only provided for domestic and private use. When legally permitted, the Seller shall not be liable under these GCS for any loss of income, loss of profit, loss of data, business interruption (all whether direct or indirect) nor any indirect or consequential loss of any kind whatsoever arising from the purchase of a Product.

10.5 Except for liability related to the sale of the Products, or in case of wilful misconduct or gross negligence, the Seller cannot be held responsible for any direct or indirect damage, whatever the cause, origin, nature, or consequence, resulting from the use of the Marketplace. In particular, in the event of interruption or inaccessibility of the Marketplace, the occurrence of viruses, or inaccuracies in the information contained on the Marketplace or any damage resulting from fraudulent acts by third parties from the Marketplace.

10.6 When legally permitted, the Seller shall not be liable in the event that the non-performance of its obligations is attributable either to the unforeseeable and insurmountable act of a third party to the contract or to a case of force majeure as defined by the applicable law and which includes, but is not limited to:

- strikes and other forms of demonstrations or blockades that affect the production and delivery of the Products;
- civil unrest, revolt, invasion, terrorist attack or threat, war (declared or undeclared) or threat or preparation for war.
- fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- inability to use trains, ships, aircraft, motorised transport or any other means of transport, public or private.
- inability to use public or private telecommunication systems.
- acts, decrees, laws, regulations or restrictions of any government or public authority.

The Seller's obligations under the GCS shall be suspended for the period during which the force majeure situation remains in force. The Seller shall be entitled to an extension of the period of performance of these obligations equal to the duration of the force majeure situation. However, all reasonable means will be used to put an end to the force majeure situation or to find a solution that allows the Seller to fulfil its contractual obligations.

10.7 Subject to compliance with the procedure set out hereof to the extent permitted by the applicable law, the Seller shall compensate the Customer in the event of damage to or loss of the product upon delivery of the order by the carrier to the Customer's delivery address, either by delivering a new item to the Customer corresponding to the damaged or lost item (subject to availability and using the same shipping method with no additional shipping costs, and subject to the same terms and conditions as those applicable at the time of the original order), or by refunding the Customer the purchase price and shipping charges paid (provided that the shipping charges did not include any other items delivered undamaged), at its discretion.

10.8 Any fraudulent behaviour or manoeuvres in relation to claims or reservations made regarding packages received (missing items, damaged products in particular) will be liable to civil and/or criminal prosecution.

10.8 These GCS express the entirety of the obligations of the parties. In this sense, the Customer is deemed to accept them without reservation. Void where prohibited.

10.9 If any provision of the GCS is found to be unenforceable, this shall not affect the validity of the remaining provisions of the GCS, which shall remain in full force and effect.

10.10 The Seller's failure to assert a right or provision under the GCS shall not constitute a waiver of that right or provision.

11. PERSONAL DATA

The Customer confirms that he/she has read and understood *Marketplaces Privacy Policy* which explains how its personal data is collected and processed.

12. CONTACT

12.1 **Sellers**: The name and details of each Seller shall be displayed in each Product specifications on the Site before the Customer confirms its order.

12.2 **Operator:** Infinite Styles Services Co, Ltd with address at 2nd Floor, 1-2 Victoria Buildings, Haddington Road, Dublin 4, Dublin, D04 XN32, Ireland.
Email: eurcsteam@shein.com
Company number: 732881

12.3 For any problems with the Services, the Customer may contact SHEIN at any time by email at *Privacy Center* or through our *Customer Service platform*.

12.4 For any problems with the Products, the Customer may contact the Seller via SHEIN at any time through the *Customer Service platform*.

13. DISPUTE RESOLUTION

13.1 Complaints

In the event of a dispute, the Customer must first contact SHEIN's Customer Service Department by the following means via the website by going to the Customer Service section.

The complaint will be analysed and replied within a reasonable time from the date on which a complaint was filed.
15.2 In accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on the online settlement of consumer disputes, the Consumer Customer may request the resolution of the dispute on the European online consumer dispute resolution platform, accessible at the following link: https://ec.europa.eu/consumers/odr .

14. APPLICABLE LAW AND JURISDICTION

14.1 These GCS shall be governed by and construed in accordance with Irish law, and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The Customer, who is habitually resident in another European country, shall further benefit from the protection afforded to him by the mandatory provisions of the laws within the Territory.

14.2 Any dispute arising from the formation, interpretation or execution of these GCS shall be under the exclusive jurisdiction of the courts within the Territory or the Customer's domicile courts, according to the applicable law.