



## Terms and Conditions of Sale

This page provides you information about U.S. Direct E-Commerce Limited, trading as eShopWorld ("eShopWorld", "we", "our" and/or "us"), and the terms and conditions (the "Terms") on which we sell products in accordance with section 2.1 below ("Products") through our website ("our site") to you. These Terms will apply to any contract between us for the sale of Products to you ("Contract"). Before using our site, please read these Terms carefully and make sure that you understand them.

Please note that before placing an order or making a payment you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site or make any payments related thereto.

You should view, read and print a copy of these Terms or save them to your computer for future reference. We may amend these Terms from time to time as set out below. Every time you wish to order Products or use our site, please check these Terms to ensure you understand the terms which will apply at that time.

If there is any discrepancy between the terms of this document in any other language and the English translated version of this document, the terms of the English version shall prevail.

### 1. INFORMATION ABOUT US

1.1 We are U.S. Direct E-Commerce Limited trading as eShopWorld, a company registered in Ireland under company registered number 479237 and with our registered office at South Block, The Concourse Building, 110-115 Airside Business Park, Swords, County Dublin, Ireland.

1.2 If you are purchasing Products (other than personalised Products) through our website from Singapore, you will be purchasing from our Singaporean entity, U.S. Direct E-Commerce (Singapore) PTE. Limited. These Terms apply to the Contract formed between you and U.S. Direct E-Commerce (Singapore) PTE for the sale of those Products to you. Any references in these Terms to eShopWorld shall be a reference to U.S. Direct E-Commerce (Singapore) PTE. Limited.

1.3 Contacting us

1.3.1 If you wish to contact us for any other reason, including because you have a complaint, please do so by e-mailing us at [info@eshopworld.com](mailto:info@eshopworld.com).

1.3.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by post to the address you provide to us in your order.

### 2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 We contract with retailers worldwide, so as to make such retailer's merchandise available in your country. In doing this we can provide you with landed cost visibility in multiple currencies on transactions involving such retailer's merchandise.



- 2.2 By placing an order with us through our site, you acknowledge that your transaction will be with us and not with the respective retailer. You further acknowledge that upon successful verification by us of the authenticity and sufficiency of the information you provide, we will then purchase the merchandise from the respective retailer for the sole purpose of immediately reselling it to you for the amounts presented and agreed-upon when you submitted your order. We will be responsible for fulfilling the order to you.
- 2.3 Our site will guide you through the steps you need to take to place an order and make a payment with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 2.4 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. The Contract between us will only be formed when you receive your order confirmation email.
- 2.5 We will send you an e-mail that confirms that the Products have been dispatched ("**Dispatch Confirmation**").
- 2.6 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site or the respective retailer's site, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible and will incur no further liability to you.
- 2.7 You acknowledge that we shall be permitted to verify the authenticity and sufficiency of the information you provide, and if we are unable to verify the information automatically, our representatives may contact you and/or your debit or credit card issuing bank to confirm your identity and/or your intent to place the order.
- 2.8 Please note that any Products made available through our site are intended for non-commercial use, and purchase of any Products for resale purposes is strictly prohibited.
- 2.9 By placing an order or making a payment through our site, you warrant that you are legally capable of entering into binding contracts. Your credit/debit card or other payment method will be billed by us and charges on your statement will be accompanied by the description "eShopWorld", "eSW", or similar. You warrant that all the information provided to us for the purpose of processing payments is correct and you are authorized to utilize the proffered payment method. You acknowledge that we will be entitled to verify the authenticity and sufficiency of the payment information you provide.
- 2.10 You acknowledge and agree that we shall conduct pre-payment screening on you and the information you have provided. These checks are designed to prevent eShopWorld from conducting business with a sanctioned individual, entity or country in violation of any applicable laws and regulatory requirements in the territories we operate (including without limitation all customs laws and regulations and export and import controls administered by the U.S. government (including, but not limited to, the Export Administration Regulations



under the U.S. Department of Commerce), the European Union and any other applicable jurisdiction).

- 2.11 We provide the service of determining the appropriate taxes and duties to be applied to the importation of the Product by you, and to collect, report and remit these taxes and duties, as applicable, on your behalf, to the appropriate tax authority. For imports into the European Union and the United Kingdom, the resulting taxes and duties are included in your payment and are paid by eShopWorld and there are no additional costs. By accepting these Terms, you authorize eShopWorld to accept any additional claims for levies (additional assessment) from the relevant customs authorities. For certain non-European imports, you will be responsible for the remittance of taxes and duties to the appropriate tax authority. All Products purchased from us are made pursuant to a shipment contract. Title to the Products shall transfer from the relevant retailer to eShopWorld after exportation of the Products. Title subsequently transfers from eShopWorld to you prior to importation of the Product and you shall be the importer of record (save for delivery to Switzerland, where eShopWorld will be the importer of record). Risk of loss in the Product passes to you when the Product is delivered to you.
- 2.12 By ordering Products from us, you hereby authorize a licensed customs broker chosen by us to act as your agent and transact business with foreign revenue authorities to clear your Products, account for duties and taxes on your behalf, if applicable return your Products and if applicable, prepare and submit refund claims on your behalf for any merchandise that you return. Please note that this section 2.12 excludes customers in Canada and Russia; customers in Canada should refer to section 6.10 and customers in Russia should refer to sections 6.11 and 6.12.
- 2.13 The price of your order will be quoted including or excluding taxes depending on the delivery address: (a) Products delivered within Canada will be quoted exclusive of sales tax; and (b) Products delivered within Europe will be quoted inclusive of value added tax. Shipping costs are not included in the price; these will be added at the checkout and will be indicated as a separate charge on your order form (except, in circumstances where free shipping is offered).
- 2.14 For consumers in Australia, by placing an order with us through our site, you acknowledge that you are entering into an international transaction with us and not with the respective retailer. Further, you acknowledge that some banks may charge an international transaction fee according to their policies. We do not charge this fee or control when your bank will charge it.

### **3. TERMS OF USE OF OUR SITE**

- 3.1 Please read these Terms of Use carefully before you start to use this website. By using our site, you indicate that you accept these Terms of Use and that you accept and agree to abide by them. If you do not agree to the Terms of Use, please immediately cease all usage of this site.
- 3.2 We do not guarantee that our site or any content on it will always be available or be uninterrupted. Access to our site is permitted on a temporary basis, and we reserve the right



to withdraw, discontinue or change all or any part of the site without notice. We will not be liable to you if for any reason all or any of our sites are unavailable at any time or for any period.

- 3.3 You are responsible for making all the necessary arrangements for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms, and that they comply with them.
- 3.4 We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.
- 3.5 We may update our site from time to time and may change the content at any time.
- 3.6 Access to certain areas of our site is restricted. We reserve the right to restrict access to other areas of our site, or indeed the whole site, at our discretion.
- 3.7 The use of our sites by a minor (an individual under 18 years of age) is subject to the consent of their parent or guardian and our contract is with the parent or guardian, who is responsible for the minor's compliance. We advise parents or guardians who permit minors to use the site that it is important that they communicate with minors about their safety online, as moderation or vetting of advertisements is not guaranteed or fool-proof. Minors who are using any interactive service should be made aware of the potential risks to them.
- 3.8 You must not use our site in any way that causes, or may cause, damage to the site or impairment of the availability or accessibility of the site; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity including but not limited to using our site to copy, store, host, transmit, send, use, publish or distribute any material; gaining unauthorized access to our site; collecting data from our site; sending unsolicited commercial communications via our site; and/or without limitation performing any act that is inconsistent with the purpose of this site: to take in and fulfil consumer orders.
- 3.9 Where necessary we will report any breach of these Terms to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity and/or your personal information to them. In the event of such a breach, your right to use our site will cease immediately.
- 3.10 We reserve all rights, title and interests in our and our affiliates' intellectual property rights including without limitation, any patents, trademarks, service marks, copyright, database rights, design rights, know-how, confidential information and any other similar protected rights in any country.

#### **4. WHAT YOU AUTHORISE US TO DO**

- 4.1 By using our site, you authorise us to process payments, refunds and adjustments for your transactions, remit funds to your bank account where applicable, charge your credit card or debit the account linked to your debit card, as applicable, and pay us and our affiliates any amounts you owe in accordance with these Terms.



4.2 We may at any time require you to provide any financial, business or personal information we request to verify your identity. You will not impersonate any person or use a name which you are not legally authorised to use. You authorise us to verify your information (including any updated information) and to obtain an initial credit authorisation from your credit card issuer.

## **5. SHIPPING AND DELIVERY**

5.1 Your Dispatch Confirmation will contain delivery information which will allow you to track the delivery of your Products (where such service is made available). Occasionally our delivery to you may be affected by an Event Outside Our Control. See section 9 for our responsibilities when this happens.

5.2 If no one is available at your address to take delivery, the carrier may leave a delivery attempt notice to advise that the merchandise has been returned to their local depot. If this occurs, please contact the carrier at the number listed on the delivery attempt notice. If you have further issues, please contact eShopWorld on [info@eshopworld.com](mailto:info@eshopworld.com).

5.3 Delivery of an order shall be completed when we deliver the Products to the address you gave us, or you collect such Products from us.

5.4 Occasionally, part of an order may be out of stock or backordered by the respective retailer. We are not responsible for delays in your order due to backorder situations or delays caused by the retailer, and shipments of your Products will only be made after the Products have arrived at our depot.

5.5 Products are shipped to you based on the information which you provide to us and you are responsible for the accuracy of such information. If any regulations are breached (including but not exclusively export/import regulations) due to inaccurate information provided by you then you are responsible for such breach.

5.6 Our carrier may contact you to arrange deliveries, confirm delivery details and rearrange deliveries (where applicable) from time to time.

5.7 If you have chosen cash on delivery as your preferred method of delivery and payment (where such option is available):

5.7.1 we have discretion to reject certain modes of payment;

5.7.2 we only accept payments in the local currency; and/or

5.7.3 should you not accept the Order or make full payment at the time of delivery, we reserve the right to refuse to deliver the Products.

## **6. RETURNS AND CANCELLATION RIGHTS**



- 6.1 Details on how you can cancel your order or return your Products (where permissible) including the address to which Products must be returned, will be provided on the checkout page, in your order confirmation e-mail and/or your Dispatch Confirmation via the link to the returns portal, (the “**Return Merchandise Portal**”).
- 6.2 Returns must only be sent to the address indicated on the Return Merchandise Portal. These details will be provided with the delivery package containing your order or in the Dispatch Confirmation email (which will contain a link to the Return Merchandise Portal).
- 6.3 Returned Products must be in new condition with tags attached and must be accompanied by the original receipt or invoice. All returned Products are sent at your own risk. If you have received a return label, you must use the return label provided to you via the Return Merchandise Portal.
- 6.4 All refunds are subject to inspection and verification within our return centres. If the returned Products are not fully resaleable or the packaging is damaged, we reserve the right to refuse a refund.
- 6.5 Only in cases where the details of the returned Products have been provided within the Return Merchandise Portal will we reimburse you.
- 6.6 You will be refunded by us to the credit/debit card or other payment method provided by you when the order was originally placed. The refund will be processed as soon as practicable but within fourteen (14) working days of the Product arriving to the return centre in a perfect resaleable condition.
- 6.7 Deductions may be made from refunds where such returned Products are returned in an unacceptable condition.
- 6.8 We acknowledge that any Products returned on the basis of being faulty shall not be subject to this section and no provisions within these Terms shall affect your statutory consumer rights. All returns of faulty Products will be governed under the Sale of Goods and Services Act 1980.
- 6.9 Certain goods may not be suitable for return. In the event that a Product is not suitable for returning, please refer to your order confirmation email and you will be advised as to how your refund may be processed in accordance with the policies and procedures set out therein.

#### **Consumers in Canada**

- 6.10 Canada consumers agree as follows: U.S. Direct E-Commerce Limited (dba eShopWorld) is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering Products from U.S. Direct E-Commerce Limited (dba eShopWorld), I hereby authorize Livingston International an approved customs broker in CREDITS, to act as my agent, and to transact business with the CBSA to obtain release of my merchandise, account for duties and taxes, return merchandise to U.S. Direct E-Commerce Limited (dba eShopWorld), and electronically submit refund claims on my behalf. Under the CREDITS program, I understand



that the CBSA will send any refund of duties and taxes that were paid on the returned merchandise to the customs broker, and that I will obtain the refund directly from U.S. Direct E-Commerce Limited (dba eShopWorld). Further, I also authorize Livingston International to forward any refund issued by the CBSA in my name, so that U.S. Direct E-Commerce Limited (dba eShopWorld) can be reimbursed.

### **Consumers in Russia**

- 6.11 Russia consumers agree as follows: You hereby authorize DPD in Russia, a licensed customs broker (or a customs broker contracted by DPD in Russia), to act as your agent for customs clearance of your goods, calculation and payment of duties and taxes from your name, if applicable, return your goods and, if applicable, advise the consumer on refunds for any goods you return. You agree to be bound by the DPD Russia Terms and Conditions, which you can find at [DPD Terms and Conditions](#). By agreeing to eShopWorld's Terms and Conditions of Sale, you understand and agree that you also agreeing to the Terms and Conditions of DPD Russia posted on [DPD Terms and Conditions](#).
- 6.12 We assume no responsibility for the content of DPD Russia's Terms and Conditions linked in these Terms or on our Website. Such links should not be interpreted as an endorsement by us of those linked terms and conditions and we will not be liable for any loss or damage that may arise from your acceptance of DPD Russia's Terms and Conditions.

## **7. CONSUMER RIGHT OF RETURN AND REFUND (CUSTOMERS IN THE EUROPEAN UNION)**

- 7.1 Subject to section 7.2 below, you shall have a legal right to a "cooling off" period during which you may cancel your order for any reason without penalty for up to fourteen (14) days after the order has been received.
- 7.2 Your right of cancellation shall only apply in circumstances where we are legally obliged to provide such a right to you in your respective jurisdiction. The right to return (or exchange) Products under this section does not apply to Products (i) made to your specification; or (ii) which have been personalised; or (iii) which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly; or (iv) where sealed Products have been supplied which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery.
- 7.3 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the Cancellation Form on our Return Merchandise Portal. A link to the Return Merchandise Cancellation Form will be included in your order confirmation e-mail and/or your Dispatch Confirmation email. If you use this method, we will e-mail you to confirm we have received your order cancellation.
- 7.4 You can also e-mail us at [info@eshopworld.com](mailto:info@eshopworld.com) or contact us by post to eShopWorld c/o U.S. Direct E-Commerce Limited, 3rd Floor, The Concourse Building, 100-115 Airside Business Park, Swords, County Dublin, K67 NY94 Ireland. If you are e-mailing us or writing to us please include your name, email address and details of your order to help us to identify it. If you send us your order cancellation by e-mail or by post, then your order cancellation is effective from the date you send us the e-mail or post the letter to us.



- 7.5 If you have already received the Products that form the cancelled contract, you will be required to return the Products to us in order to be eligible for refund. You are responsible for the shipping and handling costs associated with sending your cancelled order back to eShopWorld. This does not apply if you have received an eShopWorld nominated or prepaid label.
- 7.6 If you cancel your Contract, we will:
  - 7.6.1 refund you the price you paid for the Products;
  - 7.6.2 refund the amount of duties and taxes that were paid;
  - 7.6.3 refund any costs you have paid for delivery to you, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method.
- 7.7 Refunds will be issued within fourteen (14) days of the Product arriving to the return centre in a perfect resalable condition.

## **8. PRODUCT WARRANTIES AND OUR LIABILITY**

- 8.1 Any warranty related issues arising in respect of a Product should be communicated to the respective retailer's customer support team. In these circumstances, we will provide a refund or replace the product as appropriate and solely upon instruction from the retailer.
- 8.2 ALL PRODUCT DESCRIPTIONS AND SPECIFICATIONS ARE PROVIDED TO US BY THE RETAILER. WE DO NOT WARRANT THE ACCURACY, RELIABILITY, OR COMPLETENESS OF SUCH DESCRIPTION OR SPECIFICATION. WE PROVIDE NO WARRANTIES, GUARANTEES OR COVENANTS OF ANY KIND RELATING TO THE FITNESS, QUALITY, SAFETY, OR INABILITY TO USE, OR INABILITY TO HAVE REPAIRED OR SERVICED, ANY PRODUCT PURCHASED BY YOU. TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO FITNESS, QUALITY, OR SAFETY OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED AT LAW, WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), OR UNDER ANY STATUTORY IMPLIED TERM) FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCTS PURCHASED OR OBTAINED, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. OUR MAXIMUM LIABILITY TO YOU IS THE AMOUNT CHARGED TO YOUR CREDIT CARD OR OTHER FORM OF PAYMENT. DESPITE ANYTHING ELSE CONTAINED IN THESE TERMS. NEITHER PARTY EXCLUDES ANY LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT ONLY THAT IT ARISES AS A RESULT OF THE NEGLIGENCE OF THAT PARTY, ITS EMPLOYEES, AGENTS OR AUTHORISED REPRESENTATIVES.
- 8.3 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.





8.4 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

8.4.1 use of, or inability to use, our site; or

8.4.2 use of or reliance on any content displayed on our site.

8.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any content on it, or on any website linked to it.

8.6 We assume no responsibility for the content of websites linked on our sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## 9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in section 9.2.

9.2 An "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, health crisis or other natural disaster, or failure of public or private telecommunications networks, backorder situations or delays caused by the retailer or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

9.3.1 you will be contacted as soon as reasonably possible to notify you; and

9.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

9.3.3 you may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days from the date of order. To cancel please contact us. If you opt to cancel, you will have to return any relevant Products you have already received (where applicable in accordance with these terms and conditions),



and we will refund the price you have paid, including any delivery charges (where applicable).

## **10. DANGEROUS GOODS (PERFUME AND FRAGRANCES)**

**10.1** International authorities such as UNECE and the IATA Dangerous Goods Regulations classify Products containing fragrances and perfumes as dangerous goods (“**Dangerous Goods**”) and as such these Dangerous Goods are subject to strict shipment requirements. The returns process for Dangerous Goods differs from the returns process for non-Dangerous Goods.

### **For consumers in the United Kingdom**

**10.2** If you make your purchase in the United Kingdom and wish to return your fragrance(s) or other Dangerous Goods (if applicable), all shipping and handling charges are prepaid, and no subsequent payment will be payable by you for the returns service. The Dangerous Good you are returning must be in a fully resaleable condition i.e. unopened and unused and the packing must not be damaged.

**10.3** To return your Dangerous Goods, you should log on to our Return Merchandise Portal, select the Dangerous Goods to return and generate your returns label. eShopWorld will notify you when the returned Dangerous Goods are received into the eShopWorld returns facility. The returned Dangerous Goods will be inspected at the eShopWorld returns facility for confirmation and we will refund any amounts due to you. Deductions may be made from refunds where any such returned Dangerous Goods are returned in an unacceptable condition. If the returned Dangerous Goods are not fully resaleable or the packaging is damaged, we reserve the right to refuse a refund.

### **For consumers in the European Union (excluding United Kingdom)**

**10.4** If you make your purchase in the European Union (excluding United Kingdom) eShopWorld will provide you with an online returns label through the Return Merchandise Portal, which will include the applicable eShopWorld return address. You shall pay all shipping and handling charges from your address to the eShopWorld return address. The Dangerous Good you are returning must be in a fully resaleable condition i.e. unopened and unused and the packing must not be damaged.

**10.5** You are required to inform the carrier that the returns package contains fragrances and or perfumes, and this will also be notified to you on the Return Merchandise Portal. Once the Dangerous Goods are returned to the eShopWorld returns address, we will inspect the returned Dangerous Goods and we will refund any amounts due to you. Deductions may be made from refunds where any such returned Dangerous Goods are returned in an unacceptable condition. If the returned Dangerous Goods are not fully resaleable or the packaging is damaged, we reserve the right to refuse a refund.

### **Faulty Dangerous Goods**

**10.6** Further to section 6.8, to return your damaged or faulty Dangerous Goods, you should contact eShopWorld’s customer support services at [support@eshopworld.zendesk.com](mailto:support@eshopworld.zendesk.com).



## **11. PERSONALISED PRODUCTS**

11.1 The ability of eShopWorld to fulfil any personalised Order is subject to availability of:

11.1.1 the Product/stock; and

11.1.2 the materials requested/required.

11.2 The manufacturing time and/or the shipping time of any such Products may be affected due to Product or material constraints.

## **12. INDEMNITY**

12.1 You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms.

## **13. BREACHES OF THESE TERMS OF USE**

13.1 Without prejudice to our other rights under these Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to our site, prohibiting you from accessing our site, blocking computers using your IP address from accessing our site, contacting your internet service provider to request that they block your access to our site and/or bringing court proceedings against you.

## **14. ONLINE DISPUTE RESOLUTION**

14.1 The EU (Online Dispute Resolution for Consumer Disputes) Regulations 2015 requires all traders established in the European Union, who engage in online sales or services contracts, and all online marketplaces established within the European Union to provide:

14.1.1 an electronic link to the ODR Platform which is available at <http://ec.europa.eu/consumers/odr/>.

14.1.2 If you wish to contact eShopWorld directly regarding your Online Dispute you can do so at [Compliance@eshopworld.com](mailto:Compliance@eshopworld.com).

## **15. OTHER IMPORTANT TERMS**

15.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

15.2 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.



- 15.3 We only use your personal information in accordance with our Privacy Statement. Please take the time to read our Privacy Statement carefully, as it includes important terms which apply to you. The retailer may also use your personal information, in accordance with their own separate Privacy Policy which can be found on their website.
- 15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.5 Nothing expressed or mentioned in or implied from these Terms is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to these Terms. These Terms and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of us, our affiliates and you.
- 15.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 15.7 Please note that these Terms are governed by Irish law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by Irish law. You and we both agree that the courts of Ireland will have non-exclusive jurisdiction.