

easyShop Plus Terms

1 INTRODUCTION

1.1 This agreement sets out the legally binding contract (the “easyShop Plus Contract”) between the customer (“Customer”) and either:

- a. OnBuy Ltd in relation to sales to UK delivery addresses; or
- b. OnBuy (EU) Ltd in relation to sales to non-UK delivery addresses

(each an "OnCommerce Company", and together the "OnCommerce Companies")

in relation to the easyShop Plus loyalty programme (“easyShop Plus”), operated by easyShop, under which Customers may earn promotional loyalty points (“easyShop plusPoints”) through their easyShop account (“easyShop Account”), subject to the terms herein and in consideration for the Customer using the easyShop.com marketplace to make purchases from third-party sellers.

Depending on the customer’s location and use of the easyShop.com Marketplace, one or both OnCommerce Companies may provide easyShop plusPoints or related services. References to “easyShop.com” or “easyShop” in this easyShop Plus Contract mean the applicable OnCommerce Company or OnCommerce Companies.

For the avoidance of doubt, easyShop plusPoints are promotional loyalty points only. They have no cash value, are not electronic money, cannot be transferred, and cannot be redeemed except in accordance with this easyShop Plus Contract.

1.2 This easyShop Plus Contract is distinct from the Customer Terms, which are the Customer’s contract for the goods (“Products”) it purchases from sellers via the easyShop.com marketplace.

1.3 Customers must be at least 18 years old and may only hold one easyShop Account.

1.4 This easyShop Plus Contract should be read in conjunction with:

1.4.1 [The easyShop Plus Guide](#)

1.4.2 [Customer Terms](#)

1.4.3 [easyShop.com’s Website Terms of Use](#)

1.4.4 [Privacy Policy](#)

2 AWARD OF easyShop plusPoints

2.1 Subject to clause 5, easyShop.com may award easyShop plusPoints to Customers in relation to Qualifying Purchases (as defined at clause 3.1 below). easyShop.com has no

obligation to offer easyShop plusPoints on any purchase. Promotional earn rates may apply from time to time.

2.2 Market-Specific Accounts and Wallets

2.2.1 easyShop plusPoints are earned and held on a market-specific basis.

2.2.2 easyShop plusPoints earned through one local easyShop marketplace:

- a. cannot be transferred to another local easyShop marketplace;
- b. cannot be converted into another currency;
- c. cannot be combined with easyShop plusPoints earned in another local easyShop marketplace; and
- d. may only be redeemed through the local easyShop marketplace in which they were earned.

2.3 **Earn Rates:** Customers will earn 1 easyShop plusPoint for every 1 unit of local currency spent on a Qualifying Purchase.

2.4 **Redemption Value:** Each easyShop plusPoint has a redemption value equal to 0.01 of the applicable local currency.

2.5 Postage and delivery fees are not included when calculating easyShop plusPoints.

2.6 easyShop plusPoints shall be calculated on the qualifying spend amount and rounded down to the nearest whole point.

2.7 easyShop may, from time to time, and in its sole discretion:

- a. offer promotional earning rates;
- b. offer bonus easyShop plusPoints;
- c. offer multiplier promotions; and
- d. vary the rate at which easyShop plusPoints are awarded.

3 QUALIFYING PURCHASES

3.1 A Qualifying Purchase is a purchase made by a Customer through the easyShop marketplace.

3.2 easyShop plusPoints will be automatically awarded in relation to Qualifying Purchases in accordance with this easyShop Plus Contract.

3.3 Customers must hold an easyShop Account to participate in easyShop Plus. Where a Customer does not already hold an easyShop Account, one will be created automatically when the Customer completes the checkout process.

4 REDEEMING easyShop plusPoints

4.1 easyShop plusPoints become available immediately upon completion of a Qualifying Purchase.

4.2 easyShop plusPoints may only be redeemed against future purchases made through the applicable easyShop marketplace.

4.3 easyShop plusPoints:

- a. cannot be redeemed for cash;
- b. cannot be withdrawn;
- c. cannot be transferred to another customer;
- d. cannot be sold;
- e. cannot be exchanged for goods, services or benefits outside the applicable easyShop Marketplace.

4.4 easyShop plusPoints may only be redeemed on the local easyShop marketplace and in the local currency in which they were earned.

4.5 Where a Customer elects to redeem easyShop plusPoints, all available easyShop plusPoints will automatically be applied to the transaction, unless the redemption value of the Customer's available easyShop plusPoints exceeds the total amount payable for the order, in which case only the number of easyShop plusPoints required to reduce the order value to zero will be redeemed.

4.6 Customers must be signed in to their easyShop Account to view, manage or redeem easyShop plusPoints.

5 easyShop plusPoints MAY BE WITHHELD, REVERSED, EXPIRE OR BE FORFEITED

5.1 Notwithstanding a purchase being a Qualifying Purchase, easyShop plusPoints may be refused or retracted by easyShop.com, or forfeited by a Customer if:

5.1.1 The Customer's easyShop Account is suspended or terminated by easyShop.com pursuant to clause 7.4 of this easyShop Plus Contract;

5.1.2 The Customer's easyShop Account is associated by easyShop.com with any fraudulent activity or any breach of this easyShop Plus Contract, including breaches of any of the terms of the agreements referred to in clause 1.4;

5.1.3 The Customer's easyShop Account is used to make purchases on behalf of, or for the benefit of, any other person;

5.1.4 The Customer closes the Customer's easyShop Account, including where the Customer submits a data deletion request which requires closure of the easyShop Account;

5.1.5 The Customer has not made a Qualifying Purchase through the applicable easyShop Marketplace for a continuous period of 12 months. Any Qualifying Purchase made before expiry will reset the expiry period for all unexpired easyShop plusPoints for a further period of 12 months.

5.1.6 The Qualifying Purchase is cancelled, refunded or subject to a chargeback (see clause 6).

5.1.7 easyShop may send reminder notifications before easyShop plusPoints expire.

6 REFUNDS AND CHARGEBACKS

6.1 Subject to clauses 6.2 to 6.5 (inclusive), easyShop.com may reverse any easyShop plusPoints associated with a cancelled, refunded or charged-back Qualifying Purchase.

6.2 If a Qualifying Purchase is cancelled, refunded or subject to a chargeback before the Customer has redeemed the easyShop plusPoints pursuant to clause 4, easyShop.com shall, without notice to the Customer, remove the associated easyShop plusPoints from the Customer's easyShop Account;

6.3 Where a Customer redeems easyShop plusPoints against a Qualifying Purchase and that Qualifying Purchase is subsequently cancelled, refunded or subject to a chargeback, the redeemed easyShop plusPoints will ordinarily be returned to the Customer's easyShop Account.

6.4 Where easyShop plusPoints are returned to a Customer pursuant to clause 6.3, the Customer shall only be entitled to a refund of the amount actually paid by the Customer for the relevant Qualifying Purchase and shall not be entitled to receive a cash refund in respect of any redeemed easyShop plusPoints.

6.5 easyShop may decline to return redeemed easyShop plusPoints where it reasonably suspects fraud, abuse, misuse or other improper activity.

7 USE OF THE easyShop ACCOUNT

7.1 The Customer's easyShop Account is for the Customer's personal use only and is non-transferable. The Customer must not authorise or permit any other person to use the easyShop Account.

7.2 The Customer shall take all reasonable care to protect and keep confidential the Customer's password and other account or identity information.

7.3 The Customer shall notify easyShop.com promptly and without delay if the Customer becomes aware of any apparent breach of security such as loss, theft, misuse or unauthorised

disclosure or use of a password. The Customer is solely responsible for third parties who use the Customer's account or identity (unless and to the extent that easyShop.com is at fault).

7.4 easyShop.com may suspend or terminate the Customer's easyShop Account if the Customer breaches, or easyShop.com reasonably suspects the Customer has breached, any of the terms of this easyShop Plus Contract, or those referred to in clause 1.4.

8 LIABILITY

8.1 Nothing in this easyShop Plus Contract limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be excluded or limited.

8.2 If a Customer is a consumer and easyShop.com fails to comply with the terms of this easyShop Plus Contract, easyShop.com shall be responsible for loss or damage that is a foreseeable result of easyShop.com's breach of the terms or easyShop.com's negligence (subject to Customer's obligation to mitigate any losses). easyShop.com is not responsible for any loss or damage that is not foreseeable.

8.3 If the Customer is a consumer, easyShop Plus is provided for personal and non-commercial use only. easyShop.com will not be liable for any business losses, including loss of profit, loss of business, loss of anticipated savings or loss of business opportunity.

8.4 Consumer Customers will be liable for any reasonably foreseeable loss or damage easyShop.com suffers arising from the consumer Customer's breach of this easyShop Plus Contract (subject to easyShop.com's obligation to mitigate any losses).

8.5 If the customer is a business customer, to the fullest extent permitted by law:

- a. all implied warranties, representations and conditions are excluded; and
- b. easyShop.com will not be liable for any indirect or consequential loss, loss of profit, revenue, business, anticipated savings, goodwill, reputation or data arising out of or in connection with the customer's use of easyShop plusPoints or the easyShop Account.

8.6 Subject to 8.1, easyShop.com's total liability to a business Customer arising out of or in connection with this easyShop Plus Contract shall not exceed the total equivalent value of easyShop plusPoints accumulated by the Customer in the six months before the claim arose.

8.7 The liability referred to at clause 8.6 shall be subject to the Customer giving easyShop.com a reasonable opportunity to remedy any matter for which easyShop.com is potentially liable, before the Customer incurs any costs remedying the matter. See clause 10.1 for how to contact easyShop.com.

8.8 The business Customer shall indemnify easyShop.com against all liabilities, costs, expenses, damage and losses arising out of or in connection with the business Customer's

use of the easyShop.com marketplace, misuse of the easyShop Account, or breach of this easyShop Plus Contract.

8.9 To the extent allowed by law, the business Customer and easyShop.com exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in this easyShop Plus Contract.

8.10 Nothing in this easyShop Plus Contract affects the statutory rights of consumers.

9 EVENTS OUTSIDE easyShop.com's CONTROL

9.1 An "Event Outside easyShop.com's Control" means any act, circumstance or occurrence beyond easyShop.com's reasonable control, including, but not limited to, acts of God, 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, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

9.2 easyShop.com will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations pursuant to this easyShop Plus Contract that are caused by an Event Outside easyShop.com's Control.

9.3 If an Event Outside easyShop.com's Control takes place that affects the performance of easyShop.com's obligations under the easyShop Plus Contract:

9.3.1 easyShop.com will notify the Customer as soon as reasonably possible; and

9.3.2 easyShop.com's obligations under this easyShop Plus Contract will be suspended and the time for performance of easyShop.com's obligations will be extended for the duration of the Event Outside easyShop.com's Control.

9.4 Where the Event Outside easyShop.com's Control affects easyShop.com's award, allocation or redemption of easyShop plusPoints to the Customer, easyShop.com will endeavour to make such award, allocation or redemption as soon as is reasonably practicable.

10 COMMUNICATIONS

10.1 In this easyShop Plus Contract, "in writing" includes easyShop.com Support via communications through the Customer's easyShop Account.

10.2 Customers can also contact easyShop.com to provide feedback, raise complaints and to ask any questions regarding the easyShop.com Marketplace by pre-paid post to the address

at clause 11.13 below. However, the quickest way to contact easyShop.com and to receive a faster response is by using the method set out in clause 10.1.

10.3 easyShop.com may send all notices under this easyShop Plus Contract by email to the most recent email address the Customer has supplied to easyShop.com, unless otherwise stated in this easyShop Plus Contract.

10.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal proceedings.

11 OTHER IMPORTANT TERMS

11.1 **No third-party rights:** This easyShop Plus Contract is between easyShop.com and the Customer only and no other natural or legal persons shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

11.2 **Headings:** The headings contained in this easyShop Plus Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of any of the clauses or sub-clauses.

11.3 Interpretation:

11.3.1 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

11.3.2 Wherever a singular expression is used in this easyShop Plus Contract, that expression is considered as including the plural or the body corporate where required by the context.

11.3.3 In this easyShop Plus Contract, the term "or" shall not be interpreted to be exclusive, and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires).

11.4 **Severability:** Each of the clauses and sub-clauses of this easyShop Plus Contract operates separately. If any court or relevant authority decides that any of the clauses or sub-clauses are unlawful or unenforceable, the remaining clauses and sub-clauses will remain in full force and effect.

11.5 **No waiver:** No failure or delay by either party to exercise or enforce any right or remedy under this easyShop Plus Contract shall constitute a waiver of that or any other right or remedy. Any waiver must be given in writing.

11.6 Governing Law and Jurisdiction:

11.6.1 This easyShop Plus Contract and any dispute or claim arising out of or in connection with it (including any non-contractual disputes or claims) is governed by and construed in accordance with the laws of England and Wales, excluding any conflict of laws principles. The Customer agrees to submit to the non-exclusive jurisdiction of the courts of England and

Wales. For consumer Customers who are habitually resident outside of the United Kingdom, the above choice of law does not exclude the protection afforded to you by the mandatory provisions of the law of the country in which you have your habitual residence, and you may bring proceedings in connection with this easyShop Plus Contract in the courts of the country in which you are habitually resident.

11.7 **Variation:**

11.7.1 easyShop.com may vary the terms of this easyShop Plus Contract. Any such change shall be made in writing and shall not affect easyShop plusPoints already been earned unless the change is required by law, regulation, fraud prevention, security requirements, or to address misuse of the easyShop plusPoints programme. The Customer must ensure that the email address easyShop.com holds is kept up-to-date and that the Customer has full access to it - easyShop.com may send the Customer important messages there. If the Customer changes email address, then the Customer must change the address on the easyShop.com Account. easyShop may introduce, amend or withdraw promotional earning rates, multiplier campaigns, bonus point promotions and category-specific earn rates from time to time in its sole discretion.

11.7.2 Subject to 11.7.3, any variation to this easyShop Plus Contract shall require 14 days prior written notice, after which the variation shall be considered incorporated into this easyShop Plus Contract. The Customer's continued use of the easyShop.com Marketplace after easyShop.com's notice of the amendment will constitute the Customer's acceptance of the variation.

11.7.3 The 14-day notice period set out in this clause 11.7.2 shall not apply where:

- a. easyShop.com is subject to a legal or regulatory obligation which requires it to amend this easyShop Plus Contract in a manner which does not allow it to respect the 14-day notice period; or
- b. Any exceptional or unforeseen circumstances which causes easyShop.com to amend this easyShop Plus Contract to address an unforeseen and imminent danger related to protecting itself, the Customer and other parties from fraud, malware, spam, data breaches or other cybersecurity risks.

11.8 **No agency:** No agency, partnership, joint venture, or employee-employer relationship is intended or created by this easyShop Plus Contract.

11.9 **Transfer of rights:** easyShop.com reserves the right to assign this easyShop Plus Contract, and to assign or subcontract any or all of easyShop.com's rights and obligations under it, but easyShop.com will not do so in such a way as to reduce easyShop.com's commitments to the Customer under this easyShop Plus Contract. The Customer may not without the written consent of easyShop.com, assign or dispose of this easyShop Plus Contract, nor subcontract any of the rights and obligations the Customer has pursuant to the easyShop Plus Contract.

11.10 **Fraud checks:** easyShop.com uses systems to deter and limit any fraudulent use or abuse of the easyShop.com Marketplace and reserves the right to apply any fraud prevention

measures as it sees fit. easyShop.com reserves the right to investigate any transactions that Customers make on the easyShop.com Marketplace which may include the passing of your personal data to third parties engaged in connection with the easyShop plusPoints programme. Such data transfers are performed pursuant to [easyShop.com's Privacy Policy](#).

11.11 Entire Agreement: This easyShop Plus Contract is intended to contain the entire agreement between easyShop.com and the Customer relating to easyShop plusPoints. It replaces all earlier agreements and understandings between easyShop.com and the Customer except for any fraud or fraudulent representation by either easyShop.com or the Customer.

11.12 Translations: If any of the text set forth within this easyShop Plus Contract is translated into a language other than English, the English version will prevail in the event of any discrepancy or inconsistency between the English version and the translated version. The parties hereby agree that under no circumstances shall the OnCommerce Companies be responsible for any damage or loss caused by any error, inaccuracy, misunderstanding, or misspelling resulting from or related to translations, except to the extent such liability cannot be excluded or limited by applicable law.

11.13 easyShop.com's company details:

OnBuy Ltd a company registered at 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF (registration number 15611912); and

OnBuy (EU) Ltd a company registered at 25 North Wall Quay, Dublin 1, D01 H104 Republic of Ireland (registration number 764002).