

# Terms and Conditions

## 1. GENERAL

**1.1 Scope.** Welcome to EIRESHOPPING.COM. This Terms & Conditions ("Agreement" or "Terms") is a contract between you and PRMP Business Co., Limited having its registered address at 127, Moyville – Rathfarnham – Dublin 16 Ireland (collectively, "ÉIRE SHOPPING," "we," "us" or "our"), governing your use of our website at ÉIRE SHOPPING.com (the "Site"), any mobile applications ("Apps") that hyperlink to this agreement, or any other websites, pages, features, or content owned and operated by us that hyperlink to this agreement (collectively, including the Site and Apps, the "Services"). Please note that PRMP BUSINESS CO., LIMITED processes all sales to European Union's addresses.

By accessing or using the Services in any manner, including, but not limited to, visiting or browsing the Site, downloading the mobile applications, registering an account, or contributing content or other materials to the Site or on or via the Apps, you expressly understand, acknowledge and agree to be bound by the Terms of Use. You are only authorized to use the Services if you agree to abide by all applicable laws and these Terms.

In addition, you may read our [Privacy & Cookie Policy](#) at any time for more information about how ÉIRE SHOPPING collects, stores, and protects your information when you use the Services. Our Privacy & Cookie Policy is at this moment incorporated by reference into these Terms & Conditions as though fully set forth herein.

**1.2 Updates to the Terms.** We reserve the right to modify the Terms of Use, including the Privacy & Cookie Policy, at any time, at our sole discretion. If we alter material terms to this agreement, such modification will be effective after sending you notice of the amended agreement. Such information will be in our sole discretion, and the manner of the notification may include, for example, via email, posted notice on the Site or Apps, or another way.

Your failure to cease using the Services after receiving notification of the modification will constitute your acceptance of the modified terms.

**1.3 Acceptance of Terms.** To shop with us, you need to be at least 16 years old. Any accessing, browsing, or otherwise using the Services indicates your agreement to all the terms and conditions in this agreement. If you disagree with any part of the Terms, then you should immediately discontinue access or use of the Services. Please read this agreement carefully before proceeding.

If you have any questions regarding these Terms & Conditions or our Privacy & Cookie Policy, you may contact us anytime at [contact@eireshopping.com](mailto:contact@eireshopping.com).

## 2. USE OF OUR SERVICES

**2.1 Representations.** When you use our Services, you agree to the processing of the information and details, and you state that all information and details provided are accurate and correspond to reality. You represent and warrant that you are at least 16 years old or visiting the Services under the supervision of a parent or guardian. Subject to the terms and conditions of this Agreement, ÉIRE SHOPPING at this moment grants you a limited, revocable, non-transferable, and non-exclusive license to access and use the Services by displaying it on your internet browser, for our site, or on your mobile devices, for our Apps, only to shop for personal items sold on the Site or Apps and not for any commercial use or use on behalf of any third party, except as explicitly permitted by ÉIRE SHOPPING in advance. Any breach of this agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

**2.2 Limitations on Use.** Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile, or otherwise exploit the Services or any portion of them unless expressly permitted by ÉIRE SHOPPING in writing. You may not make any commercial use of any of the information provided on the Services or make any use of the Services for the benefit of another business unless explicitly permitted by ÉIRE SHOPPING in advance. ÉIRE SHOPPING reserves the right to refuse service, terminate accounts, and/or cancel orders at its discretion, including, without limitation, if we believe that customer conduct violates applicable law or is harmful to our interests.

You shall not upload to, distribute, or otherwise publish through the Services any content, information, or other material that: (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under local or international law; or (c) includes any bugs, logic bombs, viruses, worms, trap doors, Trojan horses or other code, material or properties which are malicious or

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technologically harmful. ÉIRE SHOPPING may assign you a password and account identification to enable you to access and use certain portions of the Services.

Additionally, you agree not to:

- Use the Services for any unlawful purposes or that could violate any applicable federal, state, local, or international law or regulation;
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm other persons using the Services or us or expose them to liability;
- Use the Services in any manner that could disable, overburden, damage, or impair the Site or Apps or any other party's use of the Services;
- Use any robot, spider, or another automated device, process, or means to access the service for any purpose;
- Use the Services to distribute unsolicited promotional or commercial content, or solicit other persons using the Services for commercial purposes;
- Otherwise, attempt to interfere with the proper working of the service.

**2.3 Account Creation and Termination.** To access some features available on the Services, you will have to create an account. You may not use another person's account. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site or Apps in a manner consistent with the terms and conditions of this agreement, and ÉIRE SHOPPING has no obligation to investigate the authorization or source of any such access or use of the Services.

You will be solely responsible for all access to and use of the Services by anyone using the password and identification initially assigned to you whether or not such access to and use of this site is authorized by you, including without limitation, all communications and transmissions and all obligations (including, without limitation, financial obligations) incurred through such access or use. You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify ÉIRE SHOPPING any unauthorized use of your password or identification or any other breach or threatened breach of the Site or App's security.

From time to time, we may restrict access to some or all parts of the Services, including the ability to upload documents, make payments, or send messages.

We may terminate your access to the Services at any time, in our sole discretion, without cause or notice, or if we believe you have breached these Terms. You may terminate your account at any time, for any reason, by following any such instructions within the Site or App or by contacting us as described in the "Contact Us" section below.

**2.4 Customs.** By Customs regulations, customers must provide valid and accurate data. All consignee names, addresses, and payers names should be correct. Certain countries request that the consignee submit their ID or passport to clear the package or for payment verification purposes. It is the customer's solely responsible for the accuracy of data that they provide to us. Should any information be incorrect and prevent any shipment or deliveries or customs clearance, we will not hold you responsible and will not offer any compensation in such cases. As the importer, customers are responsible for complying with all laws and regulations in their own countries. Please refer to our Privacy & Cookie Policy for more information.

## 3. PRIVACY & COOKIE POLICY

When you use our Services and place orders through them, you agree to provide us with your email address, postal address, and/or other contact details truthfully and precisely. You also agree that we may use this information to contact you in the context of your order if necessary

We respect your right to privacy. To see how we collect and use your personal information, including how to unsubscribe from non-transactional communications from us, please see our Support at [support@eireshopping.com](mailto:support@eireshopping.com).

## 4. ERRORS

If you detect that an error occurred when entering your data during your registration as a user of our Services, you can modify them in the section "My Account." In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting us, as well as exercising the right of rectification contemplated in our Privacy & Cookie Policy through our Site and Apps. In addition, the Services display confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, the Services offer details of all the items you have added to your shopping cart during the purchase process so that before making the payment, you can modify the details of your order.

Rathfarnham – Dublin 16 – Dublin – Ireland

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If you detect an error in your order after completing the payment process, you should immediately contact our customer service or email address ([support@eireshopping.com](mailto:support@eireshopping.com)) above to correct the mistake.

While ÉIRE SHOPPING strives to provide accurate product and pricing information, pricing or typographical errors may occur. ÉIRE SHOPPING cannot confirm the price of an item until after you order. If an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, ÉIRE SHOPPING shall have the right, at our sole discretion, to refuse or cancel any orders placed for that item. If an item is mispriced, we may, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

## 5. TRADE RULES

**5.1 Price and Payment.** All prices include VAT and other taxes (where applicable) at the applicable rate and are correct when entering the information into the system. If for some reason, we are unable to ship your goods, the value of the items that are not shipped will be refunded to your wallet in your ÉIRE SHOPPING Account or to the original method of payment.

All prices are exclusive of delivery charges. Therefore, the total cost of the order is the price of the products ordered plus the delivery charge.

Prices may change at any time, but (other than as set out above) changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles you wish to buy, The product will add them to your basket. The next step will be to process the order and make the payment. To that end, you must follow the actions of the purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in the "My Account" area. As the payment method, you may use the following cards: Visa, Mastercard, American Express, Union Pay, PayPal, and online banking, etc.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorization on your card to ensure sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

When you click "Authorise Payment," you are confirming that the credit card is yours. Credit cards are subject to verification and authorization by the card issuing entity. If the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to conclude any contract with you.

**5.2 Colors.** We have made every effort to display, as accurately as possible, the colors of our products that appear on the Services. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any colors will be accurate.

**5.3 Packing.** Unless otherwise provided, we will comply only with its minimum packing standards for the method of transportation selected. The cost of all special packing, loading, or bracing requested by you will be paid for by you.

**5.4 Shipping & Delivery.** ÉIRE SHOPPING ships from different warehouses in different countries. We may split your order into several packages according to stock levels at our discretion for orders with more than one item. We aim to deliver orders as quickly as possible. However, sometimes during busy sale periods, deliveries may take longer. If you have any questions regarding shipping and delivery, please contact our [support@eireshopping.com](mailto:support@eireshopping.com).

**5.5 Title and risk of loss.** Delivery to carrier shall constitute delivery to Buyer, and after that, risk of loss or damage shall pass to Buyer. Any claim of Buyer relative to damage during shipping or delivery should be made directly to the carrier. Any claims by Buyer against ÉIRE SHOPPING for shortage or damage occurring before such delivery to carrier must be made within five (5) days after receipt of the goods and accompanied by original transportation bill signed by carrier noting that page received the goods from ÉIRE SHOPPING in the condition claimed. Notwithstanding passage of the risk of loss to Buyer, title and right of possession to the goods sold hereunder shall remain with ÉIRE SHOPPING until all payments hereunder, including deferred costs evidenced by notes or otherwise, Interest, carrying charges, shall have been made in cash, and Buyer agrees to do all acts necessary to perfect and maintain such right and title in ÉIRE SHOPPING.

**5.6 Return of product.** Goods can be returned in the designated period. The exact return period and return policy differ from country to country. Please contact our customer service for the detailed information. Customers returning goods are responsible for freight charges.

Wrong size items and quality problem items can be exchanged. For defective products, if a defect or damage is confirmed on the returned products, we will give you a complete refund, including the charges you have accrued of delivery and return. The refund will be paid either to your wallet of the ÉIRE SHOPPING account or to the original payment method.

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The following items cannot be returned or exchanged: bodysuits, lingerie & sleepwear, swimwear, jewellery, and accessories (except scarves, bags, and mermaid blankets).

**5.7 Reviews, Comments, and Submissions.** Except as otherwise provided elsewhere in this agreement or on the Services, anything that you submit or post to the Services and/or provide to ÉIRE SHOPPING.com, including, without limitation, picture, video, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "Submissions") is and will be treated as non-confidential and non-proprietary. By submitting or posting, you agree to irrevocably license the entry and all IP rights related there too (excluding the moral rights such as authorship right) to ÉIRE SHOPPING without charge. ÉIRE SHOPPING shall have the royalty-free, worldwide, perpetual, irrevocable, and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become the sole and exclusive property of ÉIRE SHOPPING and shall not be returned to you, and you agree not to raise any dispute in connection with any use of the entry by ÉIRE SHOPPING in the future.

You warrant that your Submissions, in whole or in part, are clear and free of any IP right infringement, disputes, or third-party claims. ÉIRE SHOPPING assumes no liability for any misuse of copyright or any other rights of third parties by you. You undertake to defend for and indemnify ÉIRE SHOPPING against any losses caused due to the use of the entries for any purposes.

In addition to the rights applicable to any Submission, when you post comments or reviews to the Site or Apps, you also grant ÉIRE SHOPPING the right to use the name that you submit with any review, comment, or other content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments, and other content that you post on this site and that use of your thoughts, comments, or other content by ÉIRE SHOPPING will not infringe upon or violate the rights of any third party. You shall not use a false email address, pretend to be someone other than yourself, or otherwise mislead ÉIRE SHOPPING or third parties about the origin of any Submissions or content. ÉIRE SHOPPING may but shall not be obligated to remove or edit any Submissions (including comments or reviews) for any reason.

## 6. INTELLECTUAL PROPERTY AND OWNERSHIP

**6.1 Content.** The Site and Apps, including all of its information and content, such as the text, software, scripts, graphics, photos, sounds, music, videos, and interactive features (collectively, "Content") provided as part of the Services belong at all times to ÉIRE SHOPPING or to those who grant us the license for their use. You may use the content only to the extent that the usage licensors or we authorize expressly.

**6.2 ÉIRE SHOPPING Marks.** In addition, the "ÉIRE SHOPPING" trademarks, service marks, icons, graphics, wordmarks, designs, and logos contained therein ("Marks"), are owned by PRMP BUSINESS CO., LIMITED "ÉIRE SHOPPING" and the Marks of ÉIRE SHOPPING are trademarks in the European Union, UK and other countries for which applications are pending, or registrations have issued. You do not have, and will not acquire, any right, title, or interest in or to any of the Marks. The ÉIRE SHOPPING Marks, whether on any product offered for sale on the Site or the Apps, or appearing as a logo or text on any portion of the site, is not a representation that PRMP BUSINESS CO., LIMITED is the owner of any copyright or other intellectual property rights in the products offered for sale on the Site or the Apps. PRMP BUSINESS CO., LIMITED sources some of its products from third-party manufacturers and wholesalers.

**6.3 Rights Reserved.** Content on the Services is provided to you as-is for your information only. It may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of ÉIRE SHOPPING or the respective owners or licensors. We reserve all rights not expressly granted in and to the content. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Services provided by you to us are non-confidential and shall become the sole property of ÉIRE SHOPPING.

You agree to not engage in the use, copying, or distribution of any of the content other than expressly permitted herein. You agree not to circumvent, disable or otherwise interfere with security-related features of the website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the website or the content therein.

## 7. THIRD-PARTY LINKS AND RESOURCES

Our Site and Apps may contain links to third-party sites that are not owned or controlled by us.

We have no control over, assume no responsibility for, and do not endorse or verify the content, privacy policies, or practices of any third-party sites or services. We make no warranties or representations about the accuracy,

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completeness, or timeliness of any content posted on the Site or our Apps by anyone other than us. We strongly advise you to read all third-party terms and conditions and privacy policies.

## **8. EVENTS BEYOND OUR CONTROL**

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under the Terms or other contracts when caused by events that are beyond our reasonable control ("Force Majeure"). Force Majeure shall include any act, event, failure to exercise, omission, or accident that is beyond our reasonable control, including, among others, the following:

- Strike, lockout, or other forms of protest.
- Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not), or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, collapse, epidemic, or any other natural disaster.
- Inability to use trains, ships, aircraft, motorized transport, or other means of transportation, public or private.
- Inability to use public or private telecommunication systems.
- Acts, decrees, legislation, regulations, or restrictions of any government or public authority.
- Strike, failure, or accident in maritime or river transport, postal transport, or any other type of transport.

It shall be understood that our obligations deriving from the Terms or other contracts are suspended during the period in which Force Majeure remains in effect, and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. Furthermore, we will provide all appropriate resources to end the crisis of Force Majeure or find a solution that enables us to fulfil our obligations by the Terms or other contracts despite the situation of Force Majeure.

## **9. LIABILITY FOR PURCHASED PRODUCTS, WAIVER, AND STATUTORY CONSUMER RIGHTS**

**9.1 ÉIRE SHOPPING Liability.** Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the purchase price of said product. Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

- in case of death or personal harm caused by our negligence;
- in case of fraud or fraudulent deceit; or
- in any case, it was illegal or illicit to exclude, limit, or attempt to exclude or limit our liability.

**9.2 Waiver of Liability.** Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Terms indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

- loss of income or sales;
- operating loss;
- loss of profits or contracts;
- loss of forecast savings;
- loss of data; and
- loss of business or management time.

**9.3 Warranties.** Due to the open nature of the Services and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the data transmitted or obtained through the Services unless otherwise indicated expressly on the Services. Therefore, all product descriptions, information, and materials shown on the Services are provided "as is," with no express or implied warranties or conditions of the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that conform with the mutually intended transaction by commercially reasonable expectations, being liable to you for any lack of conformity that exists at the time of delivery. It is understood that the goods are in agreement with the transaction or intended purchase if they: (i) comply with the description given by us and possess the qualities that we have presented in this website; (ii) are fit for the purposes for which goods of this kind usually are used; (iii) show the quality and performance which are typical in goods of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties and conditions (whether express or implied), except those that may not be excluded legitimately.

## **10. LIMITATION OF LIABILITY**

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**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF ÉIRE SHOPPING TO YOU.**

- (1) BY USING THE SERVICES PROVIDED BY ÉIRE SHOPPING, YOU AT THIS MOMENT ACKNOWLEDGE THAT WE ARE PROVIDING THE SERVICES, INCLUDING THE SITE AND MOBILE APPS, ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE PRECEDING, ÉIRE SHOPPING EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY, COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.
- (2) WE MAKE NO PROMISES CONCERNING, AND EXPRESSLY DISCLAIM ALL LIABILITY FOR: (1) PRODUCTS, SERVICES, INFORMATION, PROGRAMMING, AND/OR ANYTHING ELSE PROVIDED BY A THIRD PARTY THAT IS ACCESSIBLE TO YOU THROUGH THE SERVICES; OR (2) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE SERVICES.
- (3) YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, ÉIRE SHOPPING WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE PRECEDING, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ÉIRE SHOPPING ENTITIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICES.
- (4) YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO CEASE USE OF THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

## **11.APPLICABLE LEGISLATION AND JURISDICTION**

The UK law shall govern the use of our website and the product purchase contracts through said website. If you enter into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognized in any applicable legislation in this area.

## **12.CONTACT US**

We welcome your questions and comments about our privacy practices or these terms. You may contact us anytime through [contact@eireshopping.com](mailto:contact@eireshopping.com).