

NUDYESS's ("NUDYESS" "we" "us") website(s) (our "Site" or "Sites") and related services are made available to you in accordance with the following Terms of Use & Service, and any other rules posted on our Sites (collectively, the "TOS"). Please read the TOS carefully before placing any orders on <https://world.nudyess.com>. We recommend you should keep a copy of the TOS for future reference.

NUDYESS is a trading name of Nudyess Sp. z o.o., a company registered in Poland under KRS number 0000652200. Our registered address is Dzialkowa 20, 26-110 Skarzysko-Kamienna. Our VAT number is PL6631872824 and REGON: 365458354. In particular, we wish to draw your attention to our policies relating to the terms of purchase within the TOS and our Privacy Policy. If you are under 16 you must let your parent or guardian know about NUDYESS's Privacy Policy before you register to use this Site or any of this Site's services. We reserve the right to only accept orders from those over 18 however.

We may modify the TOS from time to time. Please read the TOS and check back often. If you do not agree to any change to the TOS then you must immediately stop using the Site. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

Registration and account terms and conditions

To use some of the services or features made available to you on this Site you will need to register for an account. When you register you are required to provide information about yourself that is true, accurate, current, and complete in all respects. Should any of your registration information change, please notify us immediately at the following e-mail address contact@nudyess.com. We may also change registration requirements from time to time.

Here are the some of the benefits you'll be able to enjoy by registering with us for a NUDYESS account:

- track your status orders and review past purchases
- build a customized Wish List to create personalized outfits that you can email to friends and family.
- add sold out items to your Wish List so you can see if more stock arrives
- save your address so you can shop even quicker next time
- manage your account details, address book and email preferences
- get easy access to review of current TERMS AND CONDITIONS and PRIVACY POLICY

To create an account, simply click on LOG IN and then DON'T HAVE AN ACCOUNT to fill in your details. Your account will be immediately created after submit. Check your email and click the link to active the account. If you didn't receive any verification email, please check SPAM. The account password you create should be

unique and kept secure, and you must notify NUDYESS immediately of any breach of security or unauthorized use of your account.

Should you have any issues with your account or need any help in relation to it, then please do not hesitate to contact our Customer Care team. However, please note that we can only communicate with the named account holder in relation to any questions, changes or cancellation of an account.

Forgotten password

If you have forgotten your password, [click here](#) to change it or follow the FORGOTTEN PASSWORD instructions on the LOG IN page. For security reasons we are unable to send your password via email.

Please refer to our Privacy Policy for information about how we use your data.

Eligibility to purchase

In order to make purchases on the Site you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet the NUDYESS terms of eligibility, who have been issued a valid credit/debit card by a bank acceptable to NUDYESS, whose applications are acceptable to NUDYESS and who have authorized NUDYESS to process a charge or charges on their credit/debit card in the amount of the total purchase price for the merchandise which they purchase. Products purchased by the buyer are for personal or gift use and should not be re-sold, used for commercial purposes or any other commercial benefit. In addition, NUDYESS reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

By making an offer to purchase merchandise you expressly authorize us to perform credit checks and where NUDYESS feels necessary, to transmit or to obtain information (including any updated information) about you to or from third parties, including but not limited to your credit/debit card number or credit reports (including credit reports for your spouse if you reside in a community property jurisdiction), to authenticate your identity, to validate your credit/debit card, to obtain an initial credit/debit card authorization and to authorize individual purchase transactions.

Furthermore, you agree that we may use Personal Information provided by you in order to conduct appropriate anti fraud checks. Personal Information that you provide

may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

Please refer to our Privacy Policy for further information about how we use your data.

Orders

Our world.nudyess.com domain is intended for purchases from outside the European Union. All orders are subject to acceptance and availability, and items in your shopping basket are not reserved and may be purchased by other customers.

NUDYESS offers products for sale that are in stock and available for dispatch from our distribution center. Consequently you may from time to time be given the possibility of making an advance payment for certain items in which case you are able to make an advance purchase ([PRE-ORDER](#)). This will ensure that you receive this item in priority once has been delivered to NUDYESS. NUDYESS will only take advance purchase orders ([PRE-ORDER](#)) for stock that has been scheduled for delivery within 21 days. Your rights regarding [PRE-ORDER](#) are the same as those for any other purchase at NUDYESS. Alternatively, you may simply choose to register your email address for notification of arrival of the selected merchandise not held in stock.

Items received into stock may be pre-allocated to satisfy advance payment orders and customers making [PRE-ORDER](#) will receive items in priority to customers on the Waiting List. Please be aware that we may be unable to deliver selected advance payment merchandise due to production problems or quality check issues identified when we receive an order into stock. In these circumstances we will notify you by email and refund the advance payment to your credit/debit card within 14 days of being advised that merchandise has become unavailable.

When you make order on [PRE-ORDER](#) items:

- they will typically be delivered within thirty (21) days from the date of your Order Confirmation; any longer delivery times will be shown on the Site at the time you place your order;
- we will notify you by email about shipping Pre-Order purchase;
- at the discretion of NUDYESS, if your Pre-Order purchase include other items that are currently in stock, we can decide to divide your shipping in separate packages;
- you always can cancel Pre-Order purchase before it will be sent.

If you have registered your email address for notification of the arrival or restock of a specific product featured on our Site, we will attempt to immediately notify you by

email of availability on the Site. Please be aware that on occasion certain products that are in particularly high demand will sell out in very short period.

NUDYESS will store a record of your transactions until you decide to delete Customer Account.

Pricing Policy

Prices shown on the Site are in Euros (EUR) and are exclusive of VAT at the applicable rate in Poland. To purchases of delivery to non European Economic Area (non EEA) countries will be applicated custom duties and other sale taxes during collection of your order.

All prices and offers remain valid as advertised from time to time. The Euros price of a product displayed on the Site at the time the order is accepted will be honored, except in cases of patent error.

From time to time, prices are subject to change in response to currency exchange rate changes, markdowns and other commercial factors. The price applicable to your order will be the price current at the time your order is accepted.

Customers purchasing from a non EEA country served as DAP will incur relevant import duty and sale taxes. These costs are not included in the final purchase price. Import duty or tax costs will not be invoiced to you directly from UPS or an import broker appointed by you. We recommend you contact your local customs authority to determine a landed cost price prior to purchase completion. Customs duties and sale taxes outside EEA are non-refundable through NUDYESS. However, you may be able to recover these by contacting your local customs bureau or by hiring a customs broker.

If you are a customer whose credit/debit card is not denominated in Euros, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.

Acceptance of your order

Once you have made your choice and your order has been placed, you will receive within 10 minutes an email acknowledging the details of your order. This email is NOT an acceptance of your order, just a confirmation that we have received it.

Unless you cancel your order, acceptance of your order and completion of the contract between you and NUDYESS will be completed when we email you to confirm the goods have been dispatched. The sale contract is therefore concluded in Warsaw, Poland and the language of the contract is English. Neither our third party

payment processor nor our nominated courier has the authority to accept an order on behalf of NUDYESS.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set out within the TOS.

We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold, removing, screening or editing any materials or content on the Site, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

Whilst every effort is made to make sure details on our website are accurate, we may from time to time discover an error in the pricing of products. If we discover an error in the pricing of a product in your order, we will let you know as soon as possible. We shall be under no obligation to accept or fulfill an order for a product that was advertised at an incorrect price and reserve the right to cancel such an order that has been accepted or is in transit. If you order a product that is priced incorrectly for any reason, we will email or telephone you to inform you that we have not accepted your order and/or that the relevant part of your order has been cancelled. If you have already paid for the goods, we shall refund the full amount as soon as we are able. In the event that products are recalled in transit, we will process your refund once the products have been returned to us.

Payment

We accept Visa, MasterCard, American Express, Maestro and any other methods which may be clearly advertised on the Site from time to time. You can also choose to pay with PayPal. When selecting this option at checkout, you will be directed to the PayPal site to 'Log In' and review the amount shown before clicking 'Pay Now'. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to NUDYESS, we will not be liable for any delay or non-delivery.

We take reasonable care to make our Site secure. All credit/debit card transactions on this site are processed using Stripe, a secure online payment gateway that encrypts your card details in a secure host environment. We don't store your credit/debit card details on our system. During payment process details from your

payment card will be fully encrypted and only used to process card transactions which you have initiated.

To help ensure that your shopping experience is safe, simple, and secure, NUDYESS uses Secure Socket Layer (SSL) technology.

Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

Gift Cards

The following terms and conditions apply to sale and use of Gift Cards sold on <https://world.nudyess.com>:

Buying a Gift Card Code

1. If you are buying a virtual Gift Card Code for someone, then it will be e-mailed to the recipient once your order for the Gift Card Code has been processed and payment has been taken. A copy will also be sent to you as confirmation of dispatch.
2. If you are buying a physical Gift Card Code for someone, then it will be posted to the recipient once your order for the Gift Card Code has been processed and payment has been taken. An email will be sent to you as confirmation of its dispatch. Please note that shipping charges will apply to physical Gift Card Code and this will be applied at check out.
3. We are not liable for any failure or incorrect delivery of a virtual or physical Gift Card Code due to you failing to provide the correct, current or complete information about the recipient. It is your sole responsibility to ensure the accuracy and completeness of the information you provide about the recipient.
4. We are not responsible for any Gift Card Code that is lost, stolen, destroyed or used without permission.
5. We reserve the right to cancel a Gift Card Code if we deem such action necessary.
6. Promotion or discount codes cannot be applied to the purchase of a Gift Card Code, with the exception of free shipping codes which can be applied to physical Gift Card Code orders, unless otherwise notified by us.

Using a Gift Card Code

1. Gift Cards Code are valid for 12 months from the date of purchase.
2. Gift Cards Code can be redeemed against all products either on <https://world.nudyess.com/>.

3. Gift Cards Code are non-transferable, can only be redeemed on <https://world.nudyess.com/>.
4. Gift Cards Code cannot be exchanged for cash.
5. If your order total is less than the value of the gift card, the remaining balance will be set to another Gift Card Code that can be used to next your purchase.
6. If your order exceeds the value of the Gift Card the remaining balance must be paid by credit or debit card.
7. If you return products you have purchased using a gift card, the refund will be set to new Gift Card Code that can be used to next your purchase.
8. All purchases made using a Gift Card will be subject to the terms and conditions on <https://world.nudyess.com/> which can be found here: <https://world.nudyess.com/page/terms-and-conditions>
9. We reserve the right to amend these terms and conditions at any time.
10. Please refer to our privacy policy for more information on how we process personal data in respect of Gift Cards.
11. These terms and conditions are governed by, and construed in accordance with the laws of Poland and any dispute (including non-contractual disputes) arising out of this agreement shall be subject to the exclusive jurisdiction of the courts of Poland.

Promotion Codes

Promotion codes are non-transferable and there is no cash alternative. Furthermore, they cannot be used in conjunction with any other promotion code or offers, and must be redeemed by the date published, if provided.

Delivery

You will own the goods on and from the later of the point in time when: (a) we receive payment in full, or (b) we deliver the goods to you.

We require a signature for any goods delivered, at which point responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example as a gift) then you accept that evidence of a signature by them (or at that delivery address) is evidence of delivery and fulfillment by NUDYESS, and transfer of responsibility in the same way. The goods are your responsibility from the time we deliver them to the address you gave us.

TNT or UPS can deliver to certain destinations without collecting a signature. If this option applies to your delivery address, you can update your preference by email us at contact@nudyess.com. Please note, that if no signature is collected, you agree to our terms and conditions and, confirm that NUDYESS can leave your package(s) outside the premises at the shipping address provided by you without obtaining a signature for proof of delivery and take full responsibility for any loss or damage that

may occur. On occasion, TNT or UPS may refuse to deliver your order if they are of the opinion that the shipping address is considered to be unsafe.

Please note that we aim to dispatch all orders within 24 hours, or 72 hours during sale periods. Delivery times appearing on the site are estimates and are to be used as a guide only and commence from the date of dispatch. In any event, we will deliver the goods to you within 30 days of the day on which we accept your order. NUDYESS is not responsible for any delays caused by destination customs clearance processes.

If delivery is delayed by any event outside of our control, we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay.

Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to cancel your order and we will give you a refund for any goods you have paid for but not received.

Exchanges and returns

If you are based in the EU under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (ICACRs), you have the right to cancel your order with us provided you give us written notice.

Exchanges and returns beyond European Economic Area ([non EEA states](#))

ARRANGING YOUR EXCHANGE OR RETURN

You must request your exchange or return and send your unwanted items back to us within 14 days for a refund of the value of the item only, or an exchange on the same item in a different size, based on stock availability. Please refer to our [Exchanges & Returns](#) policy for non EEA states for further details on how to request your return.

Please note you can only exchange items for a different size, based on stock availability. If you wish to exchange your item for an alternative product, we suggest that you return it for a store credit and purchase the new item separately.

Shipping is complementary on the replacement item, but exchanges made to destinations outside of the European Union will be processed for customs clearance and therefore any relevant import duty and tax charges can be applied.

You have 14 days from receiving your order to report exchange or return. Follow below steps obligatorily

- Complete the Exchange/Return non EEA Form (later as [ERFnEEA](#) - download interactive file), save it and email it to returns@nudyess.com

- Based on reported ERFnEEA form, we will contact you for further steps and attach return transport label and all necessary documents for customs clearance to print by your own.
- Pack your purchase back but leave your parcel open so that the contents and documents can be checked on collection. Prepare all provided custom clearance documents and attach the return transport label to the outside of the box and remove any original shipping labels. Wait for collection.
- As soon as we receive your parcel, we will proceed your filing and notify by email about shipping alternative item(s) or return of fund.

You can track the order status on our site by signing in and selecting History of orders in My Account.

Remember that item(s) must be returned to us unused with all NUDYESS tags and designer labels still attached. Exchanges and returns that do not meet our policy will be sent back to you. Please check that your returned items meet our [Returns Policy](#). Unreported exchanges and returns to given email will not be proceed.

Customs duties and sales taxes outside European Economic Area are non-refundable through NUDYESS. However, you may be able to recover these by contacting your local customs bureau or by hiring a customs broker.

Our policy

Items should be returned unused and with all NUDYESS garment tags still attached. Returns that are damaged or soiled will not be accepted and will be sent back to the customer and/or a refund refused.

Where provided, belts and any additional accessories such as authenticity cards, dust bags, and leather tags should be included with your return.

Please email contact@nudyess.com if any of your purchases have been delivered without NUDYESS tags.

All returns should be requested before you send your item(s) back to us to allow for easy identification and prompt processing. Unidentified returns will be returned to the sender.

Lingerie & Swimwear

Briefs, swimming costumes and bikini bottoms should be tried on over underwear, without removing the protective adhesive strip. Returns will not be accepted if this strip has been removed or if items are soiled, and will be sent back to the customer.

Late Returns

Your item(s) should be sent back to us within 14 days of receiving your order. Returns outside this timeframe will not be accepted. At the discretion of NUDYESS, in some cases of late return we may decide it can be refunded as a voucher (store discount).

Faulty goods

Goods are classified as faulty if they are not of satisfactory quality, fit for purpose or as described. Please note that items which are damaged or as a result of normal wear and tear; by accident; or through misuse will not be considered faulty.

If your item is faulty when you receive it, you can return it for a refund within 14 days from the date you received it. If you have owned your item(s) longer than this but certainly not 24 months, then please contact Customer Care at returns@nudyess.com

We inform you that all items purchased in our store are covered by 2-year warranty.

Colors

We have made every effort to display the colors of our products that appear on NUDYESS as accurately as possible. However, as computer monitors, tablets and mobile devices vary, we cannot guarantee that your monitor's display of a color will be completely accurate.

Repeated Returns

We offer a flexible returns policy to make your online shopping experience even easier. We do monitor the number of returns made by customers, and continued returns will be flagged and may, at our discretion, lead to the closure of your NUDYESS account or future orders being refused.

Receiving a refund

You can choose to receive your refund either as voucher or back to the original payment method.

Please note that refunds can take up to 10 working days to show on your account due to varying processing times between payment providers. If you are based in European Economic Area all sales taxes and your shipping cost of return will be refunded. Outside the European Economic Area, customs duties and sales taxes are

non-refundable through NUDYESS. However, you may be able to recover these by contacting your local customs bureau or by hiring a customs broker.

NON-NUDYESS Returns

Please be aware that we will not be held responsible for any items that are returned to us which were not purchased from NUDYESS. This includes personal items as well as items which may have been purchased from other third party companies. Whilst we will make reasonable efforts to try and locate the owner of any such items, it is your responsibility to contact Customer Care as soon as possible in order to arrange their return to you. In such circumstances, we will charge you an additional cost for returning these items. Please note that we will only ever be able to return the items to you directly, and not to any third party or company. Certain items (such as passports, driving licences and bank cards) will always be sent to the relevant authority, bank or government agency directly and you should report any loss of these items to the appropriate office immediately.

We will keep non-NUDYESS items for up to one month, however we reserve the right to dispose of them as we deem fit after this time (which may include donating such items to a charity of our choice). Any hazardous or flammable products, as well as items of little monetary value (e.g. pens, glasses, keys) will be disposed of immediately.

Intellectual property rights

Your use of the Site and its contents grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content (as described in the Content section below), including NUDYESS Software and all HTML and other code contained in this Site. All such Content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorized by NUDYESS and/or its third party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use.

Content

In addition to the Intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio

or text on this Site. NUDYESS tries to ensure that the information on this site is accurate and complete. NUDYESS does not promise that NUDYESS's Content is accurate or error-free. NUDYESS does not promise that the functional aspects of the Site or NUDYESS's Content will be error free or that this Site, NUDYESS Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed.

Opinions expressed on Site are the personal opinions of the authors. By posting you agree to be solely responsible for the content of all information you contribute. Comments may be moderated and may take up to 72 hrs to be displayed but NUDYESS does not commit to checking all content and will not be liable for third party posts. If you have a complaint about any posts please mail contact@nudyess.com . NUDYESS reserves the right at its sole discretion not to publish or to remove any comment including those that it believes may be unlawful, defamatory, racist or libelous, incite hatred or violence, detrimental to people, institutions, religions or to people's privacy, which may cause harm to minors, is detrimental to the trade marks, patents and copyrighted content, contains personal data, improperly uses the medium for promoting and advertising businesses. This site is available to the public, information you consider confidential should not be posted to this site.

No commercial use

This Site is for your personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, data mine or sell any Content, software, products, or services contained within this Site. You may not use this Site, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Site.

Your activity

You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on and pursuant to this Site. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the TOS, we may deny you access to this Site on a temporary or permanent basis.

Third party

We may include hyperlinks on this Site to other websites or resources operated by parties other than NUDYESS, including advertisers. NUDYESS has not reviewed all of the sites linked to its Web Site and is not responsible for the content or accuracy

of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

Your rights

You have certain rights under the law. In Poland these include: 1. That any products you order through this Site will be of satisfactory quality, fit for their intended purpose, and will conform to any description given on this Site; 1. Certain remedies if a product is defective; and 1. A right to cancel any order for a product within 14 days after the date of receipt of the product and receive a full refund even if it is not defective (see Cancelling your order above).

Nothing in the TOS is intended to affect these rights. For more information about your rights contact your local Citizens Advice Bureau or Trading Standards Bureau.

Limits on our liability

We are not responsible for losses not caused by our breach or negligence, indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us (for example, loss of profits or loss of opportunity).

We are also not responsible for failure to meet any of our obligations under the TOS where such failure is due to events beyond our reasonable control.

No waiver

If you breach the TOS and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the TOS.

Complaints and Governing law

If you have a complaint about us email contact@nudyess.com giving full details including date of purchase and order reference number where applicable and your full name and address and contact details. The TOS together with all our policies and procedures will be governed by and construed in accordance to the Polish law and the relevant courts of Poland will have exclusive jurisdiction.

If there's a dispute that we have been unable to resolve with you directly, EU resident customers can find more information about alternative dispute resolution via the European Online Dispute Resolution platform (<https://ec.europa.eu/consumers/odr>). For more information, please contact our Customer Care team.