

## **Zara On-line Transaction Terms & Conditions**

### **1. INTRODUCTION**

These are the terms and conditions governing the use of this website and the agreement that operates between us and you (hereinafter, "the Terms"). These Terms set out the rights and obligations of all users (hereinafter, "You" / "your") and those of ZARA ASIA Ltd trading as ZARA a Hong Kong company registered at the Chamber of Commerce of Hong Kong under registration number 593159, with corporate seat at Suites 3401-5, 34/F, Tower 2, The Gateway, Harbour City, 25 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong, with Fiscal Identification Number 20622103-000 (hereinafter, "ZARA" / "us" / "our" / "we" / "the Vendor") in relation to the goods/services offered by us through this website or any of the other websites to which we may link. Before You click on the "Authorize Payment" button to place the order, please carefully read these Terms and our Privacy Policy. By using this website or placing an order through it, You are consenting to be bound by these Terms and our Privacy Policy. If You do not agree to all of the Terms and the Privacy Policy, do not place an order.

These Terms may be subject to amendment, so You should carefully read them prior to placing any order.

If You have any questions about the Terms or the Privacy Policy, You may access our web site or contact us through our contact web form. ZARA ASIA Ltd.

### **2. USE OF OUR WEBSITE**

These Terms are the only conditions that are applicable to the use of this website and they replace all other conditions, except with the express, prior written agreement of the Vendor. These Terms are important for both You and us as they have been designed to create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business. You agree that, by placing your order, You unreservedly accept these Terms, having read them. You agree that:

1. You may only use the website to make legitimate enquiries or orders.

2. You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.

3. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact You in the event that this should prove necessary (see our Privacy Policy).

4. If You do not give us all of the information that we need, we may not be able to complete your order.

By placing an order through the website, You warrant that You have reached the legal age under the laws of the Hong Kong and that You are legally capable of entering into binding contracts and are fully responsible for the authenticity of all information contained in your order. You hereby confirm, before placing an order through the website, on the one hand, we have provided you with and draw your attention in a conspicuous manner to, on the other hand, you have carefully read and fully understand, the relevant information of the products or service in your order, including quantity and quality, price or expense, performing period and method, safety caution and risk warning, after-sales service, civil liabilities, etc.

### **3. SERVICE AVAILABILITY**

The items we offer on this website are only available in Hong Kong.

### **4. HOW THE CONTRACT IS FORMED**

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any products shall exist between You and us until your order has been accepted by us. If we do not accept your order and funds have already been deducted from your account, these will be fully refunded.

To place an order, You will be required to follow the shopping process online and press the "Authorize payment" button to submit the order. After this, You will receive an e-mail from us acknowledging that we have received your order (the "Acknowledgement of Receipt"). Please note that this does not mean that your order has been accepted by this Acknowledgement of Receipt, even though the funds might have also been

deducted from your account, as your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to You by sending You an e-mail that confirms that the product has been dispatched (the “Shipment Confirmation”). The contract for the purchase of a product between You and us (the “Contract”) will only be formed when we send You the Shipment Confirmation.

The Contract will relate only to those products whose dispatch we have confirmed in the Shipment Confirmation. We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation.

## **5. AVAILABILITY OF PRODUCTS**

All orders for products before Shipment Confirmation are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give You information about substitute products of an equal or higher quality and value which You can order. If You do not wish to order such substitute products, we will refund any monies that You might have paid.

## **6. REFUSAL OF ORDER**

We reserve the right to withdraw any Product from this website at any time and/or remove or edit any materials or content on this website. Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances which mean that we may need to refuse to process an order after we have sent You an Acknowledgement of Receipt, which we reserve the right to do at any time, at our sole discretion.

We will not be liable to You or any other third party by reason of our withdrawing any product from this website, whether it has been sold or not, removing or editing any materials or contents on this website or for refusing to process or accept an order after we have sent You the Acknowledgement of Receipt.

## **7. YOUR RIGHTS TO CANCEL "COOLING OFF"**

If You are contracting as a consumer, You may cancel a Contract at any time within 30 days, as of the confirmation of the dispatch of your order. In this case, You shall receive a full refund of the price paid for the products in accordance with our Returns Policy (see below Clause 13).

Your right to cancel a Contract only applies to products that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings. Any product which is damaged or not in the same condition as You received it or which is worn simply beyond opening the product will not be refunded. You should therefore take reasonable care of the product(s) while they are in your possession.

You will not have any right to cancel a Contract for the supply of any of the following products:

- o Customized items.
- o Music CDs/DVDs; whose original wrapping has been removed.
- o Underwear

Please take good and reasonable care of the products whilst in your possession, and original boxes, instructions/documents and wrappings should be retained and used for the return of the products. Further details of this right and an explanation on how to exercise it are set out in clause 13 of these Terms and are summarized on the Shipment Confirmation.

This provision does not affect your statutory rights as a consumer.

## **8. DELIVERY**

Subject to the provisions of Clause 5 above, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no estimated delivery date is specified, within 15 days of the date of the Shipment Confirmation.

Reasons for delay could include:

- o Customization of products;
- o Specialized items;
- o Unforeseen circumstances;
- o Delivery area;

o Wrong information given by You such as errors in the delivery address. If for any reason whatsoever, we cannot meet the delivery date, You will be kept informed thereof and offered a choice of either continuing with the purchase by setting an extended delivery time or cancelling the order with a full refund of the price paid. The delivery of products could be processed during 365 days a year.

For the purpose of these Terms, the "delivery" shall be deemed to have occurred or the goods shall be deemed to "have been delivered" upon signing for receipt of the products at the agreed delivery address and showing proof of this.

By accepting our delivery service you are accepting our delivery personnel into your home. Unless caused by our negligence, we will not be held responsible for anything that is not removed to safety where reasonable steps could have been taken to avoid or minimise the risk.

## **9. UNABLE TO DELIVER**

If we are unable to deliver the goods after three attempts, we will leave a note explaining how to get in contact with the courier in charge of delivery and how You can rearrange delivery. If You are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery for another mutually convenient day and place, provided that the new delivery location is within the territory of the city originally indicated in your order.

In case it is verified we are unable to deliver the goods, we will process your refund as soon as possible and in any case, within 15 days from the day that such failure of delivered has been confirmed as per above. We will refund any money received from You using the same method used to make payment.

## **10. RISK AND TITLE**

The Products will be at your risk from the time of delivery in the address indicated by You. Ownership of the products will only pass to You when we receive full payment of all sums due in respect of the products, including

delivery charges, or upon delivery (as defined in clause 8 above), should this be later.

## **11. PRICE AND PAYMENT**

The price of the products shall be the one quoted from time to time on our website, except where there is an apparent error. Whilst we take care to ensure that all prices quoted on our website are accurate, errors may occur. If we discover an error in the price of any product(s) You have ordered, we will inform You as soon as possible and give You the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact You, the order will be treated as cancelled and if You have already paid for the product(s) You will receive a full refund.

We are under no obligation to sell the product(s) to You at the incorrect (lower) price (even after we have sent You a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by You as such.

The prices displayed on our website exclude delivery costs, which will be added to the total amount due as set out in our Delivery Costs Guide.

Prices may change at any time but (except as provided above) any potential change will not affect any order regarding which a Shipment Confirmation has been sent.

Once You have finished shopping, all the items You wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. To do this:

0. Click the "Shopping bag" button at the top of the page.
1. Click the "See bag" button.
2. Click the "Process order" button.
3. Fill in or confirm your contact details, the details of your order, the delivery address and the invoicing address.
4. Complete the payment checkout procedure using your preferred payment method.

Payment can be made by Domestic Bank Card, Visa, MasterCard, JCB and China UnionPay. To minimize the possibility of unauthorized access, the details of your credit card will be encrypted. We also provide the

Collection on Delivery Service as one of your payment method options with the detailed rules specified in the Buying Guide section of the Website.

If we do not receive your payment, we will not be liable for any delay or non-delivery and we will not be able to form any Contract with You.

## **12. EXCHANGES/RETURNS POLICY**

### **Returns in the exercise of the right to cancel your purchase**

#### **General policy:**

If You wish to cancel the Contract within the period specified in Clause 7 above, You can make a return to us at any of the ZARA stores (hereinafter referred to as “ZARA stores” collectively, or “Zara Store” individually) in Hong Kong or by giving the products to the courier arranged by us. You should send the product in the same package received by following the directions on the “RETURNS” section of our website. You should contact us through our web form to arrange for the product to be collected at your designated address. Neither option will entail any additional cost to You. You will be responsible for the cost of returning the product to us where You are not able to do so via one of the two free options offered. Please note that if You return the goods to us at our expense, we will be entitled to charge You for the direct cost we might incur as a result.

If You have any doubts You can contact us through our web form or at the telephone number (+852) 3018 8400.

#### **Product exchange or return in-store at ZARA:**

You may return it, in person, to a Zara store. You must present with it, fully completed, the returns form (hereinafter, the form) received on delivery. Please use or include with the product being returned all original boxes, instructions/documents and wrappings. After reviewing the product, we will let you know whether or not you have a right to a refund. We will process your refund as soon as possible and in any case, within 30 days from the

day we confirmed to You that You are entitled to a refund. We will refund any money received from You using the same method used to make payment.

Such products which are not in the same conditions as those of delivery or which have been used beyond the mere opening shall not be exchanged or refunded.

Exchange is limited to exchange for the same product of the same size and the same colour.

### **Returns of defective products**

In circumstances where You consider that the product does not conform to the Contract at the time of delivery, You should promptly contact us via our web form with details of the product and its damage. Alternatively You can contact us by telephone at (+852) 3018 8400 where You will receive instructions from us.

You may return the product to us in any ZARA store located in Hong Kong or by giving it to the Courier arranged by us.

Upon receipt of the returned product, we will fully examine it and notify You of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within 30 days of the day we confirmed to You via e-mail that You are entitled to a refund or replacement for the non conforming product.

In case of existence of any defect, defective products will be refunded in full, including a refund of the delivery charges and any necessary and reasonable costs incurred by You in returning the item. We will always refund any money using the method used to make payment.

This provision does not affect your statutory rights under the regulations in force.

## **13. LIABILITY AND DISCLAIMERS**

Our liability in connection with any Product purchased through our web site is strictly limited to the purchase price of that Product except for any matter



for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise expressly stated by law, we accept no liability for indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort, breach of contract or otherwise, including (without limit) for any:

0. loss of income or revenue;
1. loss of business;
2. loss of profits or contracts;
3. loss of data; and
4. waste of management or office time.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind. Nothing in this Clause will affect your statutory rights as a consumer, or your statutory rights of Contract cancellation.

Subject to the foregoing, all product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising.

#### **14. INTELLECTUAL PROPERTY**

You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or in our licensors. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent You using this website to the extent necessary to make a copy of any order or Contract details.

## **15. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to You should be in writing.

When using our site, You accept that communication with us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on our website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that we provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **16. NOTICES**

All notices given by You to us should be given to us preferably via our web form. Subject to and as otherwise specified in clause 16 above, we may give notice to You at either the e-mail or postal address You provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## **17. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract between You and us is binding on You and us and on our respective successors and assigns.

You may not transfer, assign or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to You, whether express or implied.

## **18. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible in part or in whole for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event") in light of the impact of such Force Majeure Event. A Force Majeure Event refers to the objective circumstances that are unforeseeable, unavoidable and insurmountable.

Although we take reasonable steps to prevent the introduction of viruses, worms, "Trojan Horses" or other destructive materials to our website. We and our affiliates, agents, licensors or other third party providers do not guarantee or warrant that the website or content displayed on the website (whether downloadable or not) from the website do not contain such destructive features. We and our affiliates, agents, licensors or other third party providers are not liable for any direct, indirect or consequential loss or damage attributable to such destructive features. For the avoidance of doubt, any material downloaded or otherwise obtained through the use of the website is done at your own discretion and risk and you will be solely responsible for any damage to your computer or loss of data that results from the download of any material from the website.

We may also have links from our website to other third party websites; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

## **19. WAIVER**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with the provisions of the paragraph on Notices above.

## **20. SEVERABILITY**

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **21. ENTIRE AGREEMENT**

These Terms and any document expressly referred to in them represent the entire agreement between You and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

Both You and us acknowledge that, in entering into this Contract, neither You nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between You and us prior to such Contract except as expressly stated in these Terms. Neither You nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently). The only remedy of either party shall be for breach of contract as provided in these Terms after the Contract between You and us is duly formed.

## **22. OUR RIGHT TO VARY THESE TERMS**

We have the right to revise and amend these Terms from time to time which will be published on the website without serving further individual notice to You. The revisions and amendments to these Terms shall automatically enter into force upon publication on the website.

By using this website and/or placing an order through it following those revisions and amendments, You are consenting to be bound by the Terms in force at any given time. If You do not agree to all of the Terms in force at any given time, do not place an order. For this reason, You should always check the Terms published on the website before You place any order.

You will be subject to the Terms, Privacy Policy and other policies available on the website and in force at the time that You order products from us, unless any change to those Terms, Privacy Policy or other policies is required to be made by law or governmental authority, in which case it will apply to orders previously placed by You.

## **23. LAW AND JURISDICTION**

Contracts for the purchase of products through our site will be governed by the laws of Hong Kong.

Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the competent Hong Kong court.

If You are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

This Agreement has been prepared in English and Chinese. In the event of a conflict between the English and Chinese versions, the English version will prevail.

## **24. FEEDBACK**

We welcome your comments and feedback. Please send all feedback and comments to us via our web form.