

Terms & Conditions of use, sale and purchase

ZARA website

1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the sales and purchases of products through such website (hereinafter, the "Terms").

Please read through these Terms prior to using this website. By using this website or placing an order through it, you are deemed to consent to be bound by these Terms. If you do not agree to all of the Terms, do not use this website.

These Terms may be amended. It is your responsibility to regularly read through them, as the Terms in force at the time that you use the website or at the time of the formation of the Contract (as defined below) shall be the applicable ones.

2. OUR DETAILS

This website is operated under the ZARA name by ITX JAPAN CORPORATION, a Japanese company registered under company number 0110-01-102771 and with its registered address at 1-10-11 Ebisu-nishi, Shibuya-ku, Tokyo

3. YOUR DETAILS AND YOUR VISITS TO THIS WEB PAGE

The information or personal details that you provide us with shall be processed pursuant to the Privacy Statement. By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate.

4. USE OF OUR WEBSITE

By using this website and/or by placing any order through it, you undertake:

1. To use the website exclusively to make legitimate enquiries or orders.
2. Not to make any 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. To provide correct and accurate e-mail address, postal address and/or other contact details to us. Once you provide those information, you consent to our use of such information to contact you pursuant to our Privacy Statement in the event that this should prove necessary (see our Privacy Statement).

Please note that 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 represent and warrant that you are at least 20 years old and are legally capable of entering into binding contracts.

5. SERVICE AVAILABILITY

The items offered on this website are only available in Japan. Please be aware that the list of cities where Service Cash on Delivery is available is limited.

6. 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 expressly accepted by us. If we do not accept your offer 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 click on "Authorise payment". After this, you will receive an e-mail from us acknowledging that we have received your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted, 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 is being shipped (the "Shipment Confirmation"). The contract for the purchase of a product between us ("Contract") will only be formed when we send you the Shipment Confirmation.

The Contract will relate only to those products listed 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.

7. AVAILABILITY OF PRODUCTS

All orders for products are subject to availability. 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.

8. 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 Order Confirmation, 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 Order Confirmation.

9. DELIVERY

Subject to the provisions of Clause 7 above on the availability of products, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for the product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation in question or, if no estimated delivery date is specified, within 15 days of the date of the Shipment Confirmation.

However, delays may occur on account of any of the following reasons:

- customisation of products;
- specialised items;
- unforeseen circumstances; or
- delivery area;

If for some reason we are unable to meet the delivery date, we will inform you of this situation and give you the option to continue with the purchase with a new delivery date or alternatively to cancel the order and receive reimbursement of the full amount paid by you (if any). Please acknowledge that we do not deliver on Saturdays or Sundays.

For the purposes of these Terms, the "delivery" shall be deemed to have taken place or the ordered product shall be deemed to have been delivered at the time that receipt of the ordered product is signed for at the agreed delivery address.

10. UNABLE TO DELIVER

If we are unable to deliver the products after three attempts, we will try to find a safe secure place to leave your parcel. We will leave a note explaining where your parcel is and how you can pick it. If you are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery on another day.

Upon lapse of 15 days of the moment when your order is ready for delivery, without such order having been delivered on grounds not attributable to us, we shall understand that you wish to cancel the Contract and it shall be treated as terminated. As a result of the termination of the Contract, we will refund the price paid for such products as soon as possible and anyway within 30 days of the date on which we shall deem the Contract terminated. In such cases, we shall be authorized to pass on you any delivery costs and costs incurred in the termination of the Contract.

11. RISK AND TITLE

The risk of loss of the products will be transferred to you at the time of your receipt of the products.

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 costs or upon delivery (as defined in clause 9 above), should this be later.

12. PRICE AND PAYMENT

The price of each product 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 any product 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 include VAT but 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 an Order Confirmation has been sent.

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

1. Click on "Shopping basket" at the top of the page.
2. Click on "See basket".
3. Click on "Process order".
4. Fill in or check your contact details, the details of your order, the delivery address and the invoicing address.
5. Click on "Authorise Payment".

You can pay using Visa, Master card, JCB, American Express, , PayPal and cash/payment on delivery options..

Payment using credit / debit card. To minimize the risk of unauthorised access, your card data will be encrypted. Once we receive orders paid by credit or debit card, we will request pre-

authorisation on your card to ensure there are sufficient funds available to complete the transaction. The charge to your card will be made the moment your order leaves our warehouse.

If you click on "Authorise Payment" you are confirming that the card belongs to you.

Credit cards are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery and we will not be able to form any Contract with you.

Payment through Paypal. If your form of payment is Paypal, the charge will be made the moment we confirm the order.

Payment by cash on delivery. The Cash on delivery payment options will only be available for orders delivered to the client address. Cash on delivery options will be available in the whole Japanese territory except from some certain areas.

If your form of payment is cash on delivery, you undertake to pay the price upon delivery of the order to the delivery address. Delivery will exclusively be made upon payment of the price.

Please be informed that cash on delivery option is available for purchases in amount less than JPY 150,000.

13. EXCHANGES/RETURNS POLICY

13.1 *Statutory right to cancel your purchase*

Under applicable regulations, if you are contracting as a consumer, you may cancel the Contract (except where the subject matter of such Contract is any of the products in respect of which the cancellation right is exempted, as listed in Clause 13.3 below) at any time within 8 days of the date of delivery.

In such case, you will be refunded the price paid for such products. Direct costs incurred in the return of such products will be borne by you where none of the free return methods addressed in Clause 13.3 below is used.

You may provide evidence of the right of cancellation through any of the means provided by law, and in any event such right shall be deemed to have been validly exercised by sending the cancellation form that we provide you with or by returning the products.

This provision does not affect your statutory rights.

13.2 *Contractual right to cancel your purchase*

In addition to the statutory right of cancellation of consumers and users referred to in Clause 13.1 above, we grant you a 30 day period from the date of the Shipment Confirmation to proceed to any return of products (except for those referred to in Clause 13.3 below, regarding which the cancellation right is exempted).

In the event of any return, you will be refunded the price paid for the returned products. Direct costs incurred in the return of such products will be borne by you where none of the free return methods addressed in Clause 13.3 below is used.

You shall exercise your right of cancellation by sending the cancellation document we provide you with or by returning the products.

14.3 *Common provisions*

You may not cancel the Contract whose subject matter is the supply of any of the following products:

- Customized items
- Music CDs/DVDs without their original wrapping
- Stockings
- Underwear

- Hair wear

Your right to cancel a Contract only applies to products which are returned in the same condition as you received them. Please return any product using or including its original wrapping. You should also include with the product being returned all original boxes, labels, instructions/documents and wrappings. In any case, you shall return the product with the return form received on delivery duly completed. No refund will be made if the product has been used beyond opening or if it is damaged. Therefore, you should take reasonable care of the products while they are in your possession.

Exchange is limited to exchange for the same product, of a different size or colour.

You will be provided with a summary on the exercise of your right to cancel upon receiving the Shipment Confirmation.

You may return any product at any ZARA store in the country where your product was delivered, or by Courier arranged by us.

a) *Returns at any ZARA store*

You may return any product at any ZARA store in the country where your product was delivered which has the same section to which the products you wish to return belong to. In such case, you should go to such store and present with the good a fully completed Returns Form (hereinafter, the "Form") included with the delivery of the product.

b) *Returns by Courier*

When returning the product(s) by Courier arranged by us, you should contact us through our web form to arrange for the product to be collected at your home. You should send the product in the same package received by following the directions on the "RETURNS" section of this website

Neither of the above options will entail any additional cost to you.

Where you would not wish to use neither of the free return methods available, you will be responsible for the return costs. Please bear in mind that if you wish to return the products to us freight collect we may charge you any costs incurred in such return.

We will fully examine the returned product and will inform you of your right to refund (if any). We will process your refund as soon as possible and in any case, within 30 days of giving us notice of cancellation. Unless otherwise established in the T&C, we will refund any money received from you using the same method used to make payment. Refund of cash regarding paid on delivery orders will be made by means of wire transfer to the bank account indicated by you.

Should you have any doubt, please contact us through our web form or by telephone at 0120 713 777.

14.4 Returns of defective products

In circumstances where you consider that the product does not conform to the Contract at the time of your receipt of product, 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 0120 713 777 where you will receive instructions from us.

You may return the product to us at any ZARA store in the country where your product was delivered 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. The refund or replacement will take place 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 costs incurred by you in receiving the product. Unless otherwise established in the

T&C, we will always refund any money using the method used to make payment. Refund of cash regarding paid on delivery orders will be made by means of wire transfer to the bank account indicated by you.

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

14. LIABILITY AND DISCLAIMERS

Unless otherwise expressly stated in these Terms, our liability in connection with any product purchased through our web site is strictly limited to the purchase price of that product.

Notwithstanding the above, nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For intentional fraud or intentional fraudulent misrepresentation; or
3. 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 stated in these Terms, we accept no liability for the following, regardless of their origin:

- (i) loss of income or revenue;
- (ii) loss of business;
- (iii) loss of profits or contracts;
- (iv) loss of anticipated savings;
- (v) loss of data; and
- (vi) 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.

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

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 and/or user, or your right to withdraw from the Contract.

15. 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.

16. VIRUSES, HACKING AND OTHER CYBERCRIMES

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack.

By breaching this provision you may commit a criminal offence under the applicable laws and regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately

We accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects

17. LINKS FROM OUR WEBSITE

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

18. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using this website, 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.

19. NOTICES

All notices given by you to us should be given preferably via our contact form. Pursuant to the provisions of clause 18 above and unless otherwise stated, we may send you notice, either to the e-mail or to the 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.

20. 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, charge or otherwise dispose of your status under a Contract, or any of your rights, interests, debts, liabilities, or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of our status under a Contract, or any of our rights, interests, debts, liabilities, 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 disposal 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.

21. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.

2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance of our obligations for the duration of such a period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

22. WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance by you of any of your obligations under a Contract or any of these Terms, and/or if we fail to exercise any of the rights or remedies to which we are entitled under such Contract or under these Terms, this shall not constitute a waiver or a limitation whatsoever 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 or of any rights or remedies arising from the Contract 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.

23. 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.

24. ENTIRE AGREEMENT

These Terms and any document expressly referred to herein 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) and the other party's only remedy shall be for breach of contract as provided in these Terms.

25. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time.

You will be subject to the policies and Terms in force at the time that you use this website or order products from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

26. LANGUAGE, LAW AND JURISDICTION

These Terms are written in Japanese and also other language versions of these Terms may exist. When the Language of Japanese version and other language version of these Terms conflict each other, the Japanese language shall for all purposes be deemed to be the definitive and binding language hereof.

The use of our website and the Contracts for the purchase of products through such website will be governed by Japanese law.

Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Japanese courts.

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

27. FEEDBACK

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