

## 1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of products through such website (hereinafter, the "Terms"). Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "Data Protection Policies") prior to using this website. By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies 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. The Contract (as defined below) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

## 2. OUR DETAILS

Sale of goods through this website is carried out under the ZARA name by FASHION RETAIL, S.A., a Spanish company with registered office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered with the Companies Register of A Coruña, on Volume 3.425, General Section, Sheet 49, Page C-47.731, 1st entry, with VAT No. GB 163 3233 33. You may contact our customer service department on our toll free number 0800 030 4238.

## 3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us with shall be processed pursuant to the Data Protection Policies. 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 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. 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 Data Protection Policies).

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 are at least 18 years old and are legally capable of entering into binding contracts.

## 5. SERVICE AVAILABILITY

Items offered over this website are only available for delivery to the United Kingdom (Mainland only).

## 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 us and you until your order has been expressly accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded. To place an order, you will be required to follow the shopping process online and press the "Authorise payment" button to submit the order. 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. 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 "Delivery Confirmation"). The contract for the purchase of a product between us ("Contract") will only be formed when we send you the Delivery Confirmation. The Contract will relate only to those products whose dispatch we have confirmed in the Delivery Confirmation. We will not be obliged 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 Delivery Confirmation.

#### 7. AVAILABILITY OF PRODUCTS

All orders for products 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 the substitute products we will reimburse any monies that you may have paid.

#### 8. REFUSAL OF ORDER

We reserve the right to withdraw any products from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any product from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

#### 9. DELIVERY

Subject to availability (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to fulfil your order for product(s) listed in the Delivery Confirmation by the delivery date set out in the Delivery Confirmation or, if no estimated delivery date is specified, then within a maximum of 30 days of the date of the Order Confirmation, unless there are exceptional circumstances.

Reasons for delay could include:

1. Customisation of products;
2. Unforeseen circumstances; or
3. Delivery area.

You agree and acknowledge that delivery may take longer than 30 days from the date of the Order Confirmation if there are exceptional circumstances.

With regard to the virtual gift card, we will send it on the date indicated by you when you place your order.

If for any reason we cannot meet the delivery date you will be kept informed and offered a choice of either continuing with the extended delivery time or cancellation with a full refund. Please note however that we do not deliver on Saturdays or Sundays, except in the case of the virtual gift card which will be delivered on the date indicated by you.

By accepting this delivery service you are accepting our delivery personnel or a representative of the Vendor into your home and so as to avoid or minimise the risk of damage to your home or any of your possessions, we ask that you remove your possessions or anything that may be damaged and allow our delivery personnel as clear access to your home as possible. 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.

Please ensure that products ordered can fit into your home, the areas for which it is intended or location for delivery. If the product(s) do not so fit, you can still accept delivery or you can return the products, but any return will be at your own cost (see further our Returns Policy).

For the purpose of these Terms "delivery" or "delivered" shall be deemed to have occurred upon you or a third party nominated by you acquiring physical possession of the products, which will be evidenced by the signing for receipt of the products at the agreed delivery address. The virtual gift card shall be deemed to be delivered in accordance with the Terms and Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

#### 10. UNABLE TO DELIVER

If we are unable to deliver. Your product(s) will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day.

If after 15 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

This clause shall not apply to the virtual gift card for which the delivery shall be governed by the Terms and Conditions of the Gift Card and clause 9 above.

#### 11. RISK AND TITLE

The Products will be at your risk from the time of delivery.

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 9), whichever is the later.

## 12. PRICE AND PAYMENT

The price of any products will be as stipulated on our site from time to time, except in cases of obvious error. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of products 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 products you will receive a full refund. We are under no obligation to provide the product(s) to you at the incorrect (lower) price (even after we have sent you a Delivery Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as incorrect price. The prices on the website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide. Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation. Therefore, (except as provided above) price adjustments on previous orders are not permitted. 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 to the checkout process and make payment. To do this, you must follow the steps of the purchase process, completing 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 "My Account" area.

Payment can be made by Visa, Mastercard and American Express card. Similarly, you can pay all or part of the price of your order with a Zara gift card or credit voucher card for the United Kingdom issued by ZARA UK Limited or by Fashion Retail, S.A. To minimise the possibility of unauthorised access, your credit card details will be encrypted. Once we receive your order, we will request a pre-authorization on your card to ensure there are sufficient funds available to complete the transaction. No charge will be made to your credit card until your order has been dispatched for delivery. However, if your form of payment is Paypal, ZARA gift card or credit voucher for the United Kingdom issued by ZARA UK Limited or by Fashion Retail, S.A., the charge will be made the moment we confirm the order. By clicking "Authorise payment" you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or the credit voucher card. Credit cards are subject to validation checks and authorisation by your card issuer but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a Contract with you.

## 13. BUYING GOODS AS A GUEST

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

## 14. VALUE ADDED TAX

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT), except for those to be supplied directly to customers the Canary Islands, Ceuta and Melilla. In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed. Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the

"reverse charge" (article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure. As regards orders to be supplied in the Canary Islands and Ceuta and Melilla, they would be VAT exempt as provided under article 146 of the above referred Directive, subject to the application of the relevant taxes and custom duties pursuant to the prevailing rules and regulations.

## 15. RETURNS POLICY

### 15.1 Statutory right to cancel your purchase

#### *Right to cancel*

If you are contracting as a consumer, you have the right to cancel the Contract, within 14 days, without giving any reason (except for Contracts for those products mentioned in clause 15.3 below, for which the right to cancel is excluded).

The cancellation period will expire after 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the products, or in case of multiple products in one order delivered separately, after 14 days from the day on which you, or a third party nominated by you (other than the carrier), takes physical possession of the last product.

To exercise this cancellation right, you must notify us ZARA of your decision to cancel the Contract by making a clear statement to us that you wish to cancel the Contract. You may notify us by phoning us on 0800 030 4238 or by sending us an email to [customercare@zara.com](mailto:customercare@zara.com). You may use the model cancellation form as set out in the Annex to these Terms, although it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of this cancellation right before the cancellation period has expired.

#### *Effects of cancellation*

If you cancel the Contract, save as otherwise set out in Clause 15.3 we will reimburse to you all payments received from you, including the costs of delivery (except for the additional costs of delivery where you have chosen a type of delivery other than the least expensive type of standard delivery offered by us).

Reimbursement will be without undue delay and in any event not later than (a) 14 days from the day we have received back from you any products supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the products.

We will make the reimbursement using the same means of payment as you used for the initial transaction; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the products back or you have supplied evidence of having sent back the products, whichever is the earliest.

You shall hand back the products to us at any ZARA store in the United Kingdom without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the Contract to us. The deadline is met if you send back or return the products before this 14-day period has expired.

Unless you return the products to a ZARA store in the United Kingdom or by Courier arranged by us, you shall bear the cost of returning the products to us.

You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.

### **15.2 Contractual right to cancel your purchase**

In addition to the statutory right of cancellation of consumers referred to in Clause 15.1 above, we grant you (whether or not you are a consumer) a 30 day period, beginning on the Delivery Confirmation, to return products to us without giving any reason (except for gift cards and those products referred to in Clause 15.3 below, regarding which the cancellation right is exempted). Return of gift cards shall be governed by the Terms and Conditions of the Gift Card. In the event of any return under this contractual right, save as otherwise set out in Clause 15.3 you will be refunded the price paid for the returned products only - delivery and other costs will not be refunded. Direct costs incurred in the return of such products will be borne by you when the return is not carried out in a ZARA store in the United Kingdom or by Courier arranged by us.

You may exercise your contractual right of withdrawal in accordance with the provision of clause 15.1 above, however, you should inform us about your intention of withdrawing from the Contract after the statutory term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Delivery Confirmation.

Reimbursement will be without undue delay and in any event not later than 14 days from the day we have received back from you any products supplied.

We will reimburse you using the same means of payment as you used for the initial transaction.

This contractual cancellation right does not affect your statutory cancellation rights.

### **15.3 Common provisions (applicable to both the statutory and contractual cancellation rights)**

You shall not have the right to cancel the Contract when it is for the delivery of any of the following products:

1. Customised items.
2. Sealed audio, video or computer software products that have been unsealed after delivery.
3. Sealed products that are not suitable for return due to hygiene reasons that have been unsealed after delivery.

Upon delivery, you may handle the products to establish their nature, characteristics and functioning. Acceptable handling of the products is that which would reasonably be allowed in a shop. If your handling goes beyond what is acceptable and the products are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the products.

Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the ticket which you will have received when the product was delivered.

You will find a summary on exercising this cancellation right when you receive the order.

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 goods you wish to return belong to. In such case, you should go to such store and present with the good, the ticket 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. If you have bought any goods as a guest, you may request returns by Courier by phone, dealing 0800 030 4238.

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 goods to us freight collect we may charge you any costs incurred in such return.

After examining the products, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You are responsible for the cost and risk of returning the products to us, as indicated above.

If you have any questions, you can contact us on the contact form on our website or by calling 0800 030 4238.

#### **15.4 Returns of defective products**

In addition to your statutory rights in relation to defective products, we offer the following contractual right in respect of defective products.

In circumstances where you consider that the product does not conform with the Contract at the time of delivery, you should promptly contact us via our web form with details of the product and its damage, or you can contact us by telephone on 0800 030 4238. You should return the product to us at the address indicated on the ticket that you will receive with the product on delivery or to a ZARA store in the

country of delivery. We will fully examine the returned product and will notify you of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We will usually process the refund or replacement as soon as possible and, in any case, within 14 days of the day we confirmed to you via e-mail that you are entitled to a refund or replacement of the defective product. Products returned by you because of a defect, where one exists, will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. We will always refund any money received from you to the credit card originally used by you to pay for your purchase. This clause does not affect your statutory rights.

## 16. LIABILITY AND DISCLAIMERS

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

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 fraud or 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 indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, including (without limit) for any:

4. loss of income or revenue;
5. loss of business;
6. loss of profits or contracts;
7. loss of anticipated savings;
8. loss of data; and
9. 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. We have a legal duty to supply products to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering goods to you that: (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 their kind are normally used and (iii) show the quality and performance which are normal in goods of the same type and can which can reasonably be expected.



We warrant to you that any product purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which products of the kind are commonly supplied. 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, whether express or implied, in relation to the products available on this website. Products (including handcraft products) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed product. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

#### 17. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks 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 our licensors. You are permitted to use this material only as expressly authorised 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.

#### 18. VIRUSES, HACKERING 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 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.

#### 19. 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.

#### 20. 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.

## 21. NOTICES

All notices given by you to us should be given to us via our web form. Subject to and as otherwise specified in Clause 20 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.

## 22. 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 a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, 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.

## 23. 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 includes any act, event, non-happening, omission or accident beyond our reasonable control and includes 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 for the duration of that period. We will use our reasonable endeavours 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.

#### 24. 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 paragraph on Notices above.

#### 25. 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.

#### 26. 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 a 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.

#### 27. 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.

#### 28. LAW AND JURISDICTION

We have the right to revise and amend these Terms from time to time. The use of our website and the Contracts for the purchase of products through such website will be governed by Spanish 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 Spanish courts. If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such.

#### 29. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via our contact form or at the e-mail address [customercaer@zara.com](mailto:customercaer@zara.com)

