

## ZARA TERMS & CONDITIONS

### 1. INTRODUCTION

Welcome to the ZARA.COM website and co-branded versions of the website located at URLs that resolve to the domain name ZARA.COM (the "Website" or "Site"). As you have no doubt experienced with virtually all websites, your use of this Site is subject to certain terms and conditions of use (these "Terms") set forth below. These Terms are important for both you and us as they create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING AND/OR PLACING AN ORDER FROM THIS WEBSITE. THEY MAY SEEM TECHNICAL AND LEGALISTIC, BUT THEY ARE IMPORTANT. BY USING THIS SITE AND/OR PLACING AN ORDER FROM THIS SITE, YOU ACCEPT THESE TERMS AND OUR PRIVACY POLICY WITHOUT ANY RESERVATIONS OR QUALIFICATIONS AND AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. THIS INCLUDES, WITHOUT LIMITATION, ACCEPTING THE BINDING ARBITRATION AND WAIVER OF THE RIGHT TO CLASS ACTION AS SET FORTH HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SITE OR ANY OF THE SERVICES PROVIDED ON THE SITE, OR PLACE AN ORDER FROM THE SITE.

These Terms constitute an agreement between you (hereinafter, "you" or "your") and ITX USA LLC, limited liability company organized under the laws of the State of Delaware with its principal address at 500 5th Avenue, Suite 400, New York, NY 10110, doing business as ZARA (hereinafter, "us," "our," "we," "ZARA," or the "Vendor"), in relation to your use of the Website, the goods/services offered and sold through this Website, and any orders you place through the Website (collectively, the "ZARA Services"). Before you place an order, please carefully read these Terms and our Privacy Policy.

If you have any questions about the Terms or the Privacy Policy, you may contact us through our contact web form.

### 2. USE OF OUR WEBSITE

You agree that:

1. You may only use the Website to make legitimate inquiries 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 for more information on how we use your personal information).
4. If you do not give us all of the information that we need, we may not be able to complete your order.
5. You will not attempt to interfere or interfere in any way with the Site's or our networks or network security, or attempt to use the Site's service to gain unauthorized access to any other computer system.
6. You will not use the Site to communicate, transmit, or post material that infringes on the intellectual property, privacy or publicity right of another person or entity.

7. You will note use the Site to engage in conduct that would constitute a civil or criminal offense, or that otherwise violates any city, state, national or international law or regulation.
8. By placing an order through the Website, you represent and warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

### **3. SERVICE AVAILABILITY**

Items offered through this Website are only available for delivery to residents of the United States. At this time we are unable to deliver to APO addresses and US territories.

### **4. HOW PURCHASE CONTRACTS ARE FORMED**

No contract ("Contract") in respect of the purchase of a product offered on the Site shall exist between you and us until your order has been accepted by us and we send you the Shipment Confirmation (defined below). If we do not accept your order and funds have already been deducted from your account, the funds 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 "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 has been dispatched (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 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. While we will take reasonable efforts to process all 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.

### **7. REFUNDS AND RETURNS**

We guarantee to refund any item you are not completely happy with when you return it to us within 1 month as of the confirmation of the Shipment Confirmation. You shall receive a full refund of the price paid for the products in accordance with our Returns Policy (see below Clause 12). Refunds will be credited to your original method of payment.

Your right to a refund only applies to product(s) 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 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:

1. Customized items
2. Music CDs/DVDs; whose original wrapping has been removed
3. Pierced jewelry, or underwear or swimwear if the hygiene seal has been removed, or cosmetic products if they have been used or the hygiene seal is broken, unless they are of unsatisfactory quality or unfit for purpose.

Please take good and reasonable care of the product(s) while they are in your possession, and where possible original boxes, instructions/documents and wrappings should be retained and used for the return of the product(s).

Returns and refunds of gift cards, shall be governed by the General Terms and Conditions of Use relating to gift cards which may be found at: [Use Conditions of the Gift Card](#).

## **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 working days of the date of the Shipment Confirmation. Delivery to Alaska and Hawaii can take up to 20 working days of the Shipment Confirmation.

Reasons for delay could include:

1. Customization of products;
2. Specialized items;
3. Unforeseen circumstances; or
4. Delivery area

Orders for virtual gift cards, it will be delivered on the date indicated by you on the virtual gift card order.

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. Please note however,

that we do not deliver on Sundays and Mondays, except with respect to virtual gift cards, which will be delivered on the date indicated by you on the order form.

For signature required deliveries, we will make three attempts to deliver your parcel before initiating a return. 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. However, virtual gift cards shall be deemed to "have been delivered" in accordance with the General Terms and Conditions of Use pertaining to gift cards which may be found at: [Use Conditions of the Gift Card](#) and in any case, on the date of delivery of such virtual gift card to the e-mail address indicated by you on the order form. For all other packages, we will try to find a safe secure place to leave your parcel.

**IF YOU CHOOSE THE PICKUP IN STORE OPTION, YOU WILL BE REQUIRED TO SHOW AN OFFICIAL IDENTIFICATION.**

## **9. UNABLE TO DELIVER**

If we are unable to deliver the goods, we will try to find a safe secure place to leave your parcel. Please note that an order can be delivered to a neighbor, in case a delivery attempt is unsuccessful. Delivery to a neighbor address is upon judgment of the driver. Signature required orders which cannot be delivered will be returned to warehouse.

This clause does not apply to virtual gift cards, whose delivery shall be governed by the General Terms and Conditions of Use pertaining to gifts cards which may be found at: [Use Conditions of the Gift Card](#) and the rules provided in clause 8 above.

## **10. RISK AND TITLE**

The product(s) will be at your risk from the time of delivery. Ownership of the product(s) 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. While 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. All prices are exclusive of shipping charges and sales tax (if applicable). The total cost of the order is the price of the product(s) ordered plus the delivery charge and sales tax (if applicable). Prices may change at any time, but (except as provided above) any potential change will not affect

any order for which a Order Confirmation has been sent, therefore (except as provided above) price adjustments on previous orders are not permitted.

We follow all applicable sales tax regulations for the jurisdictions where we do business. Sales tax is charged (if applicable) according to the shipping address of your order.

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:

1. Click the "Shopping bag" button at the top of the page.
2. Click the "See bag" button.
3. Click the "Process order" button.
4. Fill in or check your contact details, the details of your order, the delivery address and the invoicing address.
5. Fill in your credit card details.
6. Click the "Authorize payment" button.

Payment can be made by Visa, MasterCard, American Express, PayPal, Discover, JCB and Apple Pay (only for iPhone or iPad APP). Also, payment can be totally or partially made by a Zara gift card or a Zara voucher card issued by Zara USA Inc. or by ITX USA LLC. To minimize the possibility of unauthorized access, the details of your card will be encrypted. Upon receiving your order, we will make a pre-authorization on your card to ensure there are enough funds to complete the transaction. In order to avoid international credit card transaction charges, payment for orders will be made to ITX USA LLC. The amount of the purchase will not be charged to your card until your order has been shipped to the delivery address. By clicking on the "Authorize Payment" button, you are confirming that the credit card is yours or that you are the legitimate owner of the gift card or of the voucher card. 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.

If payment is made via PayPal or gift card or voucher card issued by Zara USA Inc. or by ITX USA LLC, the amount will be charged upon confirmation of your order.

We use CYBERTRUST to ensure payment is made safely.

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

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

**General policy:** If you wish to receive a refund within the period specified in Clause 7 above, you can make a return to us at any of the ZARA stores in your country with the section of the product you want to return available (these stores are operated by Zara USA INC. which is a different legal entity belonging to the same Group of companies that ITX USA LLC), drop off location of the courier shown on our prepaid label 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 home 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 three 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 1-855 635 9272.

Product exchange (same article in a different color or size) or return in-store at ZARA: You may return the product in any ZARA store of the USA, in person, to a store itself. 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 of the date the returned goods have been received. We will refund any money received from you using the same method used to make payment. If your card expires before we process your refund please contact our customer service team with your order number, zip code and new card details. For security reasons, we cannot accept this information via e-mail.

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 a different size or color.

Return of gift cards shall be governed by the General Terms and Conditions of Use pertaining to gift cards which may be found at: [Use Conditions of the Gift Card](#).

### **Returns of defective products**

In circumstances where you consider that the product does not conform to your order, 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 1-855 635 9272 where you will receive instructions from us.

You may return the product to us in any ZARA store located in the USA, FedEx drop off location 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 email 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 reasonable costs incurred by you in returning the item. We will always refund any money using the method used to make payment.

## **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.

We publish information on this Site as a convenience to you. While we attempt to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. We reserve the right to make corrections and changes to the Site at any time without notice. The products described in the Site may not be available in your region. We do not claim that the information in the Site is appropriate to your jurisdiction or that the products described in this Site will be available for purchase in all jurisdictions.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SITE, WHICH IS PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA THE SITE, INCLUDING WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, FUNCTIONS AND SERVICES PROVIDED ON THE SITE, WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ITS FUNCTION OR THE CONTENT AND MATERIALS OR THE SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

We make no warranties of any kind regarding any non-ZARA sites to which you may be directed or hyperlinked from this Site. Hyperlinks are included solely for your convenience, and we make no representations or warranties with regard to the accuracy, availability, suitability or safety of information provided in such non-ZARA sites. We do not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on the Site.

IN NO EVENT SHALL ZARA, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF THE SITE OR THE CONTENT AND MATERIALS OR FUNCTIONALITY ON OR ACCESSED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE IN NATURE, EVEN IF ZARA OR ITS

REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THIS LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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.

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

The Site, including all of its information and contents, such as text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, graphics, software and the HTML used to generate the pages (collectively, "Materials"), is ZARA property or that of our suppliers or licensors and is protected by patent, trademark and/or copyright under United States and/or foreign laws. Except as otherwise provided on the site or in these Terms, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, delete, add to, license, post, transmit, or distribute any Materials from this Site in whole or in part, for any public or commercial purpose without the specific prior written permission of ZARA. We grant you a personal, limited, non-exclusive, nontransferable license to access the Site and to use the information and services contained on the Site. We reserve the right, for any reason or for no reason, in our sole discretion and without notice to you, to revise the products and services described on the Site and to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, the Materials on the Site as well as features and/or hours of availability of the Site, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

As between you and ZARA, (or any other company whose marks appear on the Site), ZARA (or the respective company) is the owner and/or authorized user of any registered or unregistered trademark, trade name and/or service mark appearing on the Site, and is the copyright owner or licensee of the Materials on the Site, unless otherwise indicated. The ZARA logos, designs, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "ZARA Intellectual Property") are owned by ZARA and may be registered in the United States and internationally. You agree not to display or use the ZARA Intellectual Property in any manner without ZARA's prior permission. Nothing on the Site should be construed to grant any license or right to use any ZARA Intellectual Property without the prior written consent of ZARA.

Except as otherwise provided herein, use of the Site does not grant you a license to any Materials or features you may access on the Site and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such Materials, features or materials, in whole or



in part. Any commercial use of the Site is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the Materials or screens for any purpose except as otherwise provided by ZARA. If you make use of the Site, other than as provided herein, in doing so you may violate copyright and other laws of the United States, Ireland, and/or other countries, as well as applicable state laws, and you may be subject to liability for such unauthorized use. The information on the Site including, without limitation, all site design, text, graphics, interfaces, and the selection and arrangements is protected by law including, but not limited to, copyright law. This does not prevent you from using this Website to the extent necessary to make a copy of any order.

ZARA makes no claim that the Site may be lawfully viewed or that content may be downloaded outside of the United States. Access to the content may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so at your own risk and you are responsible for compliance with the laws of the jurisdiction.

## **15. COPYRIGHT AND/OR TRADEMARK INFRINGEMENT**

If you believe a work on the Site constitutes infringement of your copyright, trademark or other intellectual property rights please provide our Designated Agent with a written communication containing the following information:

1. evidence of your authorization to act on behalf of the owner of the copyrighted work or trademark;
2. a description of the copyrighted work or trademark that you claim has been infringed;
3. description of where the alleged infringing material is located on the Site, including the permalink where the material is located;
4. your address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or trademark owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or trademark owner or authorized to act on the owner's behalf; and
7. your physical or electronic signature.

ZARA's Designated Agent for notice of claims of copyright infringement and trademark infringement can be reached at [zara.usterm@inditex.com](mailto:zara.usterm@inditex.com)

## **16. INDEMNITY**

You agree to defend, indemnify and hold ZARA, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your violation of the Terms or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

## **17. WRITTEN COMMUNICATIONS**

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.

## **18. REGISTRATION, PASSWORDS, AND SECURITY**

1. To access some of our services you will have to complete an online registration form. You agree that all information which you submit ("Registration Information") is true and complete and that you will update your Registration Information to keep this information true and complete.
2. Upon registering, you will create a password. You are solely responsible for any use of or action taken under your password on the Site. Your password may be used only to, review information regarding potential and completed transactions, purchase or cancel purchases of products, change your preferences, post content and otherwise access and use the Site and services on the Site in accordance with these Terms. You are solely responsible for maintaining the confidentiality and security of your password, and you hereby agree not to disclose your password to any third party (other than third parties authorized by you to use your account). You accept full responsibility for all transactions and other activities placed or conducted through your account and agree to and hereby release ZARA from any and all liability concerning such transactions or activity. You agree to notify ZARA immediately of any actual or suspected loss, theft or unauthorized use of your account or password. ZARA has no obligation to inquire as to the authority or propriety of any use of or action taken under your password and will not be responsible for any loss to you arising from any such use or action or from your failure to comply with the above. ZARA will take reasonable security precautions when using the Internet, telephone or other means to transport data or other communications, but expressly disclaims any and all liability for the accessing of any such data or communications by unauthorized persons or entities.

## **19. POSTED CONTENT AND SUBMISSIONS**

1. As part of your use of the Site and services offered on the Site, you may upload, post, distribute or disseminate (collectively, "post") content and material (including but not limited to, photographs, images you have taken, captions and comments), or you may send or e-mail us material (including but not limited to, photographs you have taken, articles you have written, captions, and comments) which we, at our discretion, may allow you to post (collectively, the "Posted Content") on the Site. You hereby grant ZARA a right (including any moral rights) and worldwide license to use the Posted Content on the Site and to promote and advertise the Site and ZARA in any way.
2. You also warrant that if you are not the holder of any such rights, the holder of such rights has completely and effectively waived all such rights and validly and irrevocably granted you the right to grant the license stated above. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any Posted Content. You agree that you will not post any false, inaccurate material or delete or revise any material that was not posted by you. You are responsible for your own postings and are responsible for the consequences of your postings. You agree not to do any of the following:
  1. post any material that is copyrighted or trademarked unless you own the copyright or trademark or have the owner's permission (including requisite consents and releases) to post it;
  2. post any material that reveals a trade secret, unless you own the trade secret or have the owner's permission to post it;
  3. post any material that infringes on any intellectual property right of another or on the

- privacy or publicity rights of another;
4. post any material that is unlawful, obscene, pornographic, sexual, indecent, defamatory, threatening, harassing, abusive or hateful to another user or to any other person or entity;
  5. post any chain letter or pyramid scheme; or
  6. post any material that contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.
3. ZARA does not represent or guarantee the truthfulness, accuracy or reliability of any Posted Content or endorse any opinions expressed by a user. You acknowledge that any reliance on Posted Content by other users will be at your own risk. ZARA does not confirm that each user is who he or she claims to be. ZARA exercises a great effort to protect Posted Content from being misused. However, if misuse has occurred ZARA is in no way liable for such misuse. Because ZARA is not involved in user-to- user dealings and does not control the behavior of participants on the Site, in the event that you have a dispute with one or more users, you release ZARA from any claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. ZARA acts as a passive conduit for Posted Content and has no obligation to screen or monitor Posted Content. If ZARA becomes aware of any Posted Content that allegedly may not conform to these Terms of Use, ZARA may investigate the allegation and determine in its sole discretion whether to take action in accordance with these Terms. ZARA has no liability or responsibility to Users for performance or nonperformance of such activities. You may find some Posted Content to be offensive, indecent, harmful, inaccurate, objectionable, mislabeled or deceptively labeled. ZARA expects that you will use caution and common sense when using the Site and Services.
4. ZARA HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY POSTED CONTENT THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST ZARA FOR SUCH REMOVAL AND/OR DELETION.
5. ZARA IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THIS SITE. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST ON THE SITE.
6. We are pleased to hear from our visitors and welcome your comments. Because of the large number of ideas and works that ZARA has already developed, or that have been suggested to us by third parties, the possibility exists that any idea, suggestion or submission that you may make through this Site is similar to information, ideas or suggestions already known to us. By disclosing any information, idea, suggestion or other material through this Site, you agree that (a) no confidential relationship is established by virtue of such submission and that the material is not submitted in confidence and (b) no obligation of any kind is assumed by, nor may be implied against, ZARA by virtue of such submission. Moreover, no liability shall result from the use of such information, ideas or suggestions by ZARA.

## **20. 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 17 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 email that such e-mail was sent to the specified e-mail address of the addressee.

## **21. BINDING NATURE; ASSIGNMENT**

These Terms and our Privacy Policy are binding on you and us and on our respective heirs, successors and assigns. You may not transfer, assign, charge or otherwise dispose of these Terms or our Privacy Policy, 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 these Terms and our Privacy Policy, or any of our rights or obligations arising under them, at any time.

## **22. 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 an order you have placed that is caused by events outside our control (a "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 order you have placed 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 endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## **23. WAIVER**

No failure of ZARA to enforce any of its rights or remedies under these Terms will act as a waiver of such rights and remedies. A waiver by us of any default shall not constitute a waiver of any subsequent default. 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 clause on Notices (Clause 20) above.

#### **24. SEVERABILITY**

If any of these Terms or any provisions of an order 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.

#### **25. 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 these Terms 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 these Terms, neither you nor us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Terms, except as expressly stated in these Terms.

#### **26. OUR RIGHT TO MODIFY THESE TERMS**

We have the right to revise and amend these Terms at any time. Your use of the Site after we post changes to these Terms constitutes your agreement to those changes prospectively from the date of such changes. You will be subject to the Terms and ZARA policies in force at the time that you order products from us.

#### **27. DISPUTES**

You agree that any controversy or claim arising out of or relating to the Terms, the Site and/or the PRIVACY POLICY shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Alternatively, you may assert your claims in small claims court in accordance with the terms of these Terms if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be cost-prohibitive or greater than the costs of litigation, Company will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive or more expensive than the cost of litigation. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not

be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Company shall be entitled to arbitrate their dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL. DO NOT USE THE SITE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. YOU FURTHER AGREE THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE, THE PRIVACY POLICY AND/OR THESE TERMS WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

Any disputes arising out of or relating to these Terms, PRIVACY POLICY, use of the Site, the products sold on the Site, and the services offered via the Site shall be resolved in accordance with the laws of state of New York, without regard to its conflict of law rules. Any disputes, actions or proceedings relating to these Terms or your access to or use of the Site not subject to the arbitration provisions set forth herein must be brought in the Federal or state courts located in the state of New York and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

## **28. QUESTIONS AND FEEDBACK**

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

Effective date 20 of June 2016