

TERMS AND CONDITIONS OF PURCHASE AND USE

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of the website www.zara.com/ao and ZARA mobile application (hereinafter, jointly, the "Platform") and the purchase of products on it (hereinafter referred to as the "Conditions"), irrespective of whatever application, digital medium, support or device is used to access said Platform.

WE URGE YOU TO READ THE CONDITIONS AND OUR PRIVACY AND COOKIES POLICY (HEREINAFTER, THE "PRIVACY AND COOKIES POLICY") CAREFULLY BEFORE USING AND/OR PLACING AN ORDER FROM THIS PLATFORM. THEY MAY SEEM TECHNICAL AND LEGALISTIC, BUT THEY ARE IMPORTANT. BY USING THIS PLATFORM AND /OR PLACING AN ORDER FROM THIS PLATFORM, YOU ACCEPT THESE CONDITIONS AND OUR PRIVACY AND COOKIES POLICY WITHOUT ANY RESERVATIONS OR QUALIFICATIONS, AND YOU AGREE TO BE BOUND BY THESE CONDITIONS AND OUR PRIVACY AND COOKIES POLICY. IF YOU DON'T AGREE WITH THE CONDITIONS AND WITH THE PRIVACY AND COOKIES POLICY, WHETHER IN WHOLE OR IN PART, PLEASE DO NOT USE THE PLATFORM, OR ANY OF THE SERVICES PROVIDED ON THE PLATFORM OR PLACE AN ORDER FROM PLATFORM.

These Conditions may be modified. It is your responsibility to read them periodically, as the Conditions at the time of using the Platform or concluding of the relevant Contract (as defined further on) shall be those that apply.

If you have any query regarding the Conditions or the Privacy and Cookies Policy, you may contact us through our social media official accounts or by taking part in a live webchat available on our Platform.

The Contract (as defined below) may be executed, at your choice, in any of the languages (English and Portuguese) in which the Conditions are available on the Platform.

This Contract is available at all times on the Platform. Likewise, at any time throughout the purchase process you can store and reproduce these Conditions through the "Download" and "Print" options which are in the header of the document.

2. OUR DETAILS

Sale of goods through the Platform is carried out under the name ZARA by FASHION RETAIL, S.A., a Spanish company with registered address at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo, A Coruña (Spain), registered with the Companies Register of A Coruña, on Volume 3.425, General Section, Sheet 49, Page C-47.731, 1st entry, with tax identification number No. A-70301981.

3. YOUR DETAILS AND YOUR VISITS TO THE PLATFORM

The information or personal details that you provide us shall be processed in accordance with the Privacy and Cookies Policy. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

4. USE OF OUR PLATFORM

When you use the Platform and place orders through it, you agree to:

- i. Use the Platform to make enquiries and legally valid orders only.
- ii. Use the Platform in a diligent manner appropriate to current legislation, morality, decent conduct and public order, and in all cases, in accordance with the purpose for which the Platform exist.
- iii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the competent authorities.
- iv. Not use the Platform for illegal purposes or effects, or in a manner in breach of these Conditions, that may damage third-party interests or rights, or in any way damage, impair, disable or make the Platform inaccessible, or impede its normal use for other users.
- v. Not destroy, alter, render useless or in any other way damage the data, programs or electronic documents found in the Platform.
- vi. Not hinder other users accessing the service by the mass consumption of computer resources used by ZARA to provide the Platform, and also to not take any actions that damage, interrupt or generate errors in said systems.
- vii. Not introduce programs, viruses, macros, applets, drawings, audio and/or image files, photographs, recordings, software and, in general, any type of material accessible via the Platform.
- viii. Provide us with your email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy and Cookies Policy). If you do not provide us with all the information we need, you cannot place your order.

When you place an order on the Platform, you state that you are over the age of 18 and are legally eligible to enter into binding contracts.

Additionally, by placing the corresponding order and where applicable, you undertake to comply with the applicable laws of your jurisdiction as importer of record as well as to perform any other procedures that must be carried out for the dispatch of the merchandise from your place of residence.

5. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click on "Authorise payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Shipping Confirmation").

These Conditions and the Contract constitute a written agreement between us, and a link to the agreement will be sent to you together with each of the abovementioned transactional emails.

If you are a registered user, a record of each transaction placed by you is available in the "My Account" section for a 2-year period.

By accepting these Conditions, you confirm that you have had the opportunity to either accept or reject them, and to correct any errors in the Contract prior to entering into it, as provided in clause 6 below.

The Parties herein have agreed that the warranties implied by the applicable regulations (and as may be amended or replaced thereafter) are excluded, whenever possible and in accordance with the terms and conditions prescribed by law, and do not apply to this contract unless specifically stated otherwise.

6. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of the Platform, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the customer service through our social media official accounts or by taking part in a live webchat available on our Platform, as well as exercising the right of rectification contemplated in our Privacy and Cookies Policy. The Platform displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, the Platform offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service through email address above or by taking part in a live webchat available on our Platform to correct the error.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we will reimburse any amount that you may have paid.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from the Platform at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from the Platform, or for removing or modifying any material or content from the Platform or not processing an order once we have sent the Order Confirmation.

9. DELIVERY

Notwithstanding Clause 7 above regarding product availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Shipping Confirmation prior to the date indicated in the Shipping Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances or the delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays, Sundays or bank holidays.

For the purpose of these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you.

10. INABILITY TO DELIVER

If it is impossible for us to deliver your order, the order will be returned to the courier's warehouse. Then, the courier will contact you to organize delivery on a day of your convenience.

If after 30 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, excluding delivery charges 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.

11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 9 above.

You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery (as defined in Clause 9 above), if that were to take place at a later time.

12. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our Platform, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the Platform are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipping Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating 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.

Payment can be made by Visa, Mastercard, American Express and PayPal.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order.

When you click "Authorise Payment", you are confirming that the credit card is yours.

Credit cards are subject to verification and authorisation by the card issuing entity. If the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

Note at this time we are only able to process your order in Euros. No other currency is currently accepted.

Since FASHION RETAIL S.A. processes all transactions in Euros and is a company domiciled in Spain, the payment operation is considered international, assuming your Card/Payment Method is not issued in Spain. Consequently, in order to process this international payment, your Card Issuing Bank could pass on certain fees or surcharges derived from the international nature of the transaction, conversion of foreign currencies or any another reason.

You should keep in mind that cards and other means of payment are issued by the corresponding financial entities, Banks and Card Schemes, and have, by association, certain rules and regulation for use. Neither ZARA nor any of the companies of the Inditex Group are involved or responsible for these rules and regulations. The Inditex Group recommends you be aware these potential fees and charges, and that full clarity on these should be sought directly from your Financial Entity/Issuing Bank.

The prices on the Platform exclude delivery charges, which are added to the total price as indicated in our Shopping Guide (see the Shipping section) and your checkout, and regarding the latter where an estimate can be provided.

By placing the corresponding order, you undertake to comply with the applicable foreign exchange laws of your jurisdiction.

13. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on the Platform as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the "Shopping Bag" section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by the Platform by clicking the "Save my card details" option. This will result in the following card details being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy and Cookies Policy and Conditions.

By agreeing to use Express Checkout, you authorize that purchases paid through the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Bag. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information, do not complete the purchase. To make purchases using different details please, do not use the Express Checkout service.

You may change your Favorite Card linked to Express Checkout in the My Account section of this webpage. The provisions of this clause shall not apply if you buy goods as a guest.

14. RETURN POLICY

14.1 Statutory right of withdrawal

Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last good ordered in one order.

To exercise the right of withdrawal, you may notify us at ZARA of your decision to withdraw from this contract by an unequivocal statement (example: a letter sent by post or email, through our social media official accounts or by taking part in a live webchat available on our Platform. You may use the model withdrawal form as set out in the Annex, but it is not obligatory.

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

Effects of withdrawal

If you decide to withdraw from this Contract, we will return to you all payments received from you, excluding delivery charges without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any charges as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall deliver the goods to the Courier arranged by us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you deliver the goods before the period of 14 days has expired.

Return costs will be deducted from the refunded price. However, any negative amount resulting from any such deduction will be borne by ZARA.

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

14.2 Contractual right of withdrawal

In addition to the statutory right to cancel for consumers, mentioned in Clause 14.1 above, we grant you a period of 30 days from the date on which you receive the Shipping Confirmation to return the products (except those mentioned in Clause 14.3 below, for which the right to cancel is excluded).

In case you return the goods within the contractual term of the right of withdrawal after the statutory period has expired, you will only be reimbursed with the amount paid for said products. Delivery charges will not be reimbursed.

Return costs will be deducted from the refunded price. However, any negative amount resulting from any such deduction will be borne by ZARA.

You may exercise your contractual right of withdrawal in accordance with the provision of Clause 14.1 above. However, should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, deliver the goods to the Courier arranged by us within the 30 day term as from the Shipping Confirmation.

14.3 Common provisions

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

- i. Customised items
- ii. Sealed goods which are not suitable for return due to hygiene or health reasons and where unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same condition in which you received them, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging.

Upon cancellation, the respective products shall be returned by Courier arranged by us as follows:

You should contact us through our social media official accounts or by taking part in a live webchat available on our Platform to arrange for the product to be collected at your home.

You should deliver the goods to the Courier in its original packaging together with the "Return document" that must be printed and pasted in the package, and follow the directions on the "RETURNS" section of the Platform.

Destination for all returned goods will be Spain.

If you have bought any goods as a guest, you may request returns by Courier through our social media official accounts or by taking part in a live webchat available on our Platform.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery charges will not be reimbursed. 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 reimbursement until we have received the goods back or 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.

If you have any questions, you can contact us through our social media official accounts or by taking part in a live webchat available on our Platform.

14.4 Returns of defective products

If you think that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately through our social media official accounts or by taking part in a live webchat available on our Platform, providing the product details and the damage sustained.

You must return the product giving it to the courier that we send to your home together with the "Return document" that must be printed and pasted in the package, and follow the directions on the "RETURNS" section of the Platform.

We will carefully examine the returned product and will notify you by email within a reasonable period whether you have a right for a refund. The refunding of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming that the refund of the product is going ahead.

If a defect or damage is confirmed on the returned products, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will always be paid using the same payment means you used to pay for your purchase.

All rights recognised in current legislation shall be, in any case, safeguarded.

14.5 Returns of non-ZARA items

You are responsible for checking the contents of any packages before you return them to us.

We are not responsible for the care or return of the contents of any packages which are erroneously returned to us (e.g. which included any products provided by other retailers) (“Erroneous Returns”).

We may (but are not required to) contact you to inform you that you have made an Erroneous Return.

We will store any Erroneous Returns which we receive for a period of 14 days from the date we receive them. If you have not contacted us regarding the Erroneous Return within this time we will presume that the relevant contents have been abandoned.

Given the volume of returns we process, we do not promise that we will be able to locate all Erroneous Returns we receive.

If we are able to locate an Erroneous Return, we will take reasonable measures to return the relevant contents to you, but reserve the right to first require you to reimburse us for our reasonable costs in processing, storing and returning those contents to you.

15. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our Platform shall be limited strictly to the price of purchase of said product.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

- i. in case of death or personal harm caused by our negligence;
- ii. in case of fraud or fraudulent deceit; or
- iii. in any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

- i. loss of income or sales;
- ii. operating loss;
- iii. loss of profits or contracts;
- iv. loss of forecast savings;
- v. loss of data; and
- vi. loss of business or management time.

Due to the open nature of the Platform and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the information transmitted or obtained by means of the Platform, unless otherwise indicated expressly on the Platform.

All product descriptions, information and materials shown on the Platform are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the

Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in the Platform; (ii) are fit for the purposes for which goods of this kind are normally used; (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately.

16. INTELLECTUAL PROPERTY

You recognise and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the Platform belong to us at all times or to those who grant us the licence for their use. You may use said material only to the extent that we or the usage licensors authorise expressly. This does not prevent you from using the Platform to the extent necessary to copy the information on your order or contact details.

17. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of the Platform by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to the Platform, the server on which the site is hosted or any server, computer or database related to our Platform. You undertake not to attack the Platform through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this Clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this Clause, authorisation to use the Platform shall be suspended immediately. We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using the Platform or downloading content from the same or those to which this site redirects you.

18. LINKS FROM OUR PLATFORM

If our Platform contains links to other platforms and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those platforms or materials. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

19. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using the Platform, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you information by posting alerts on the Platform. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

20. NOTIFICATIONS

The notifications that you send us must be sent through our social media official accounts or by taking part in a live webchat available on our Platform. Pursuant to the provisions in Clause 20 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our Platform, 24 hours after they have been sent by email or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding for both Parties, as well as for our respective successors, transferees and heirs.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the express and tacit warranties that we may have given you.

22. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- i. Strike, lockout or other forms of protest.
- ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- iv. Inability to use trains, ships, aircraft, motorised transport or other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.
- vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
- vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

23. WAIVING RIGHTS

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalised and notified to you in accordance with the provisions of the Notifications section above.

24. PARTIAL ANNULMENT

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

25. ENTIRE CONTRACT

These Conditions and any document referenced in the same constitute the Entire Contract between the Parties as regards the purpose of the same, replacing any previous pact, agreement or promise made between the Parties verbally or in writing.

The Parties acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other Party or that could have been inferred from any statement or document in the negotiations entered into by the two Parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither Party shall take any action regarding any untrue statement made by the other Party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of contract in accordance with the provisions of these Conditions.

26. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the moment in which you use the Platform or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy and Cookies Policy. In this case the possible changes will also affect orders made previously by you.

27. APPLICABLE LEGISLATION AND JURISDICTION. DISPUTES

The use of our Platform and the product purchase contracts through said Platform shall be governed by the Spanish legislation, except for any mandatory provision that may be applicable under Angolan regulations.

Any controversy that arises or is related to the use of the Platform or said contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts.

If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognised in any applicable legislation in this area.

28. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are always welcome. Please send any comments and suggestions, as well as any enquiries, complaints or claims through our social media official accounts or by taking part in a live webchat available on our Platform.

Complaints and claims made to our customer services will be dealt with in the shortest possible period of time and, in any event, within the maximum period established by law. Complaints and claims shall be registered with an identification code which you will be provided with, and which will allow you to track their progress.

ANNEX

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

Address: FASHION RETAIL, S.A., operating under the trading name of ZARA, with registered address at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo, A Coruña (Spain):

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only for paper forms)

Date

(*) Delete as appropriate