

ZARA TERMS & CONDITIONS

1. INTRODUCTION

Welcome to the ZARA.COM website and co-branded versions of the website located at URLs that point 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”). These Terms are 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. BY USING THIS SITE AND/OR PLACING AN ORDER FROM THIS SITE, YOU ACCEPT THESE TERMS AND OUR PRIVACY POLICY AND AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY, PLEASE DO NOT PLACE AN ORDER FROM THE SITE OR USE THE SITE OR ANY OF THE SERVICES PROVIDED ON THE SITE.

These Terms constitute an agreement between you (hereinafter, “you” or “your”) and ITX Canada Inc., a corporation incorporated under the laws of New Brunswick, Canada with its head office at 1200 McGill College Avenue, Suite 1550, Montreal, Quebec, Canada, doing business as ZARA (hereinafter, “us,” “our,” “we,” or “ZARA”), in relation to your use of the Website, the goods and services offered and sold through the Website, and any orders you place through the Website. Before you place an order, please carefully read these Terms and our Privacy Policy.

If you have any questions about these Terms or our Privacy Policy, you may contact us through our contact web form or at contact.ca@zara.com

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 will provide correct and accurate e-mail, postal and/or other contact details to us and you 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 in any way with the Site's networks or our 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 not use the Site to engage in conduct that would constitute a civil or criminal offense, or that otherwise violates any city, state, province, 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.

We may impose rules for, and limits on, use of the Site, or restrict your access to the Site, in whole or in part. We have the right to change these rules and/or limitations at any time, in our sole and absolute discretion.

2. PLACING AN ORDER

No 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.

3. AVAILABILITY OF PRODUCTS

All orders are subject to availability. If you have ordered something which is not available, you will be refunded any money you have paid in respect thereof.

4. MODIFICATIONS TO WEBSITE

We reserve the right to withdraw any product from this Website at any time and/or to remove or edit any materials or content on this Website 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 or our removing or editing any materials or content on this Website. We may also terminate, change, suspend or discontinue any aspect of the Site including, but not limited to, hours of availability of the Site, and we will not be liable to you or to any third party for doing so.

5. DELIVERY

Items offered through this Website are only available for delivery to addresses in Canada.

Subject to the provisions of Section 4 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 fifteen (15) working days of the date of the Shipment Confirmation. Customized or special items may take longer.

If, for any reason whatsoever, we cannot meet the delivery date set forth in the Shipment Confirmation, you will be 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 that we do not deliver on Saturdays and Sundays. How soon you receive the product(s) depends on the shipping method you have chosen.

We will consider delivery of a signature required delivery to have occurred upon signing for receipt of the products upon delivery. We will consider delivery of a parcel that does not require a signature for delivery to have occurred upon confirmation from the delivery service that the parcel has been left at the agreed delivery address or otherwise as set forth in Section 7 of these Terms.

If you choose the pickup in store option, you will be required to show government issued photo identification identifying you as the person to whom the product is to be tendered.

For our full policy with respect to deliveries, please consult our Delivery Guide

Notwithstanding the above, virtual gift cards will be delivered on the date indicated by you on the virtual gift card order and we will consider them to have been delivered on the date of delivery of such virtual gift card to the e-mail address indicated by you on the order form.

6. UNABLE TO DELIVER

For signature required deliveries, we will make two (2) attempts to deliver your parcel before initiating a return. If nobody is available to accept the products to be delivered at the agreed delivery address (non-signature required deliveries), we will try to find a safe and secure place to leave your parcel. Please note that an order may be delivered to a neighbor, in case a delivery attempt to the agreed delivery address is unsuccessful. Delivery to a neighbor is upon judgment of the driver.

7. RISK AND TITLE

The product(s) will be at your risk from the time of delivery.

8. 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 and terms quoted on our Website are accurate, errors may occur. If we discover an error in the price or any other terms 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 the appropriate terms or cancelling the order. 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.

All prices listed on the Site are exclusive of shipping charges and applicable taxes. The total cost of an order is the price of the product(s) ordered plus the shipping charges and applicable taxes.

Applicable taxes are charged according to the shipping address of your order or as provided in applicable law and regulations.

Payment can be made by Visa, MasterCard, American Express, Discover, JCB (either as credit or debit cards) and PayPal, in addition to by ZARA gift card or a ZARA credit note issued by Zara Canada Inc. or by ITX Canada Inc. If payment is made by credit or debit card, upon receiving your order we will seek a pre-authorization on your card to ensure there are enough funds to complete the transaction. The amount of a purchase will not be charged to your card until we have issued the Shipment Confirmation. However, if payment is made through PayPal, a ZARA gift card or a ZARA credit note, the amount of your purchase will be charged when we send you the Order Confirmation.

By clicking on the "Authorize Payment" button, you are confirming that the credit or debit card is yours or that you are the legitimate owner of the gift card or of the credit note. Credit and debit cards are subject to validation checks and authorization by the credit or debit card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery.

We use CYBERTRUST to ensure payment is made safely. To reduce the possibility of unauthorized access, the details of your card will be encrypted.

9. REFUND/EXCHANGES/RETURNS POLICY

Returns and Exchanges General Policy:

We will accept returns or exchanges of any product (except for the products listed below) which you are not completely happy with provided you return it to us within one (1) month of the issuance of the Shipment Confirmation and provided it is returned to us in the same condition as when you received it. You must include with any product return or exchange all original boxes, labels, product instructions, hang tags, tags, documents, receipts and wrappings. Any product which is returned to us damaged or which is not returned to us in the same condition as when you received it will not be accepted for return or exchange.

We are unable to accept returns or exchanges of:

1. Customized items;
2. Music CDs/DVDs with respect to which the original wrapping has been removed; and
3. Jewelry for use in body piercings, or underwear or swimwear if the hygiene seal has been removed, or cosmetic products if they have been used or if the hygiene seal is broken.

You may return a product for a refund in one of the following ways: (i) to any ZARA store in Canada that carries the line of the product you wish to return, (ii) to any Canada Post mailbox or post office, or (iii) by Canada Post pick up arranged by you. If you wish to ship the product back to us through the Canada Post pick up, you should inform us through our web form. None of the above options will entail any additional cost to

you. You will be responsible for the cost of returning a 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 other than as described above, we will be entitled to charge you for the direct cost we might incur as a result. Please see and follow the instructions at the “RETURNS” section of our Website in order to begin the return process.

You may return a product for an exchange (same product in a different color or size) at a ZARA store in Canada that carries the line of the product you wish to return, in person, within one (1) month of the issuance of the Shipment Confirmation provided the product is accompanied by the fully completed returns form received on delivery.

Returns of Defective Products:

In circumstances where you consider that a product is defective, you should promptly contact us via our web form with details of the product and the defect. Alternatively, you can contact us by e-mail at contact.ca@zara.com or by telephone at 1-877-550-1108 where you will receive instructions from us.

If you wish to return defective products, you may do so in the manner described above for general returns. Upon receipt of the returned product, we will fully examine it and notify you via e-mail and within a reasonable period of time whether you are entitled to a replacement or refund as a result of the defect complained of. If so, we will replace the product or refund the purchase price, shipping charges and applicable taxes using the method used to make payment.

Refund General Policy:

Refunds will be credited to your original method of payment and, except as otherwise set forth herein, will be equal to the cost of the goods plus applicable taxes. Except as otherwise set forth herein, shipping and handling charges are not refunded.

Gift cards

Returns and refunds of gift cards are governed by the General Terms and Conditions of Use relating to gift cards which may be found at Use Conditions of the Gift Card.

If you have any queries regarding the above, you can contact us through our web form, at contact.ca@zara.com or at 1 877 550-1108.

10. LIABILITY AND DISCLAIMERS

Our liability in connection with any product purchased through the Website is strictly limited to the purchase price of that product.

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, AND FUNCTIONS AND SERVICES PROVIDED ON THE SITE, ALL OF WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS OR USEFULNESS OF CONTENT OR 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 FUNCTIONING 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, 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 YOU ARE 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 the 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, THEIR RESPECTIVE CONTENT OR SERVICE PROVIDERS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, 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 OR CONTRACTUALLY OR EXTRA-CONTRACTUALLY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, FAULT OR OTHERWISE) OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED 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 OR MATERIALS OR FUNCTIONALITY ON OR ACCESSED THROUGH THE SITE INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OF ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, WHETHER TANGIBLE OR INTANGIBLE IN NATURE, EVEN IF ZARA OR ITS AFFILIATE OR THEIR RESPECTIVE REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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.

11. INTELLECTUAL PROPERTY

The Site, including all information and content thereon such as text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, software and the HTML used to generate the pages (collectively, "Materials"), are the property of ZARA or our suppliers or licensors and is protected by patent, trademark and/or copyright under Canadian 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 the Site, in whole or in part, for any public or commercial purpose without the specific prior written permission from ZARA. We grant you a personal, limited, non-exclusive, non-transferable license to access the Site and to use the information and services contained on the Site.

As between you and ZARA (or any other person whose marks appear on the Site), ZARA (or such other person) 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 or its affiliates and may be registered in Canada and internationally. You agree not to display or use the ZARA Intellectual Property in any manner without ZARA's specific prior written permission, which may be withheld in ZARA's sole and absolute discretion. Nothing on the Site should be construed to grant any license or right to use any ZARA Intellectual Property without the specific prior written permission of ZARA.

Any use of the Materials, except as expressly provided in these Terms, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any of the Materials.

12. 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 us with notice in writing via our web form or at zara.caterms@inditex.com and include 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 that you are authorized to act on the owner's behalf; and
7. your physical or electronic signature.

13. INDEMNIFICATION

You agree to defend, indemnify and save and hold ZARA, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents 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 use of the Site, 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.

14. WRITTEN COMMUNICATIONS

When using the Site, you accept that communication with us will be mainly electronic and that such communication will be binding on you and ZARA.

15. 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, its affiliates, their respective content and service providers and their respective directors, officers, employees and agents 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 transmit 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.

16. 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 share (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 sole and absolute discretion, may allow you to post (collectively, the "Posted Content") on the Site. You hereby grant ZARA a right and worldwide license to use the Posted Content on the Site and to promote and advertise the Site and ZARA in any way and you hereby waive any moral rights to such Posted Content.

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 or 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. If Posted Content is misused, none of ZARA, its affiliates, their respective content and service providers, or their respective directors, officers, employees and agents will be liable in any way for such misuse. ZARA does not control the behavior of users of the Site. In the event that you have a dispute with one or more such users, you release ZARA, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents from any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, of every kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with such dispute. ZARA 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, ZARA may investigate the allegation and determine in its sole and absolute discretion whether to take action in accordance with these Terms. ZARA has no liability or responsibility to users for performance or non-performance of such activities. You may find some Posted Content to be offensive, indecent, harmful, inaccurate, objectionable, mislabelled or deceptively labeled. ZARA expects that you will use caution and common sense when using the Site.
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.

17. NOTICES

All notices given by you to us should be given to us preferably via our web form. We may give notice to you at either the e-mail or postal address you provide to us when placing an order.

18. BINDING NATURE; ASSIGNMENT

These Terms and our Privacy Policy are binding on you and us and on our respective heirs, successors and assigns and, as indicated herein, are for the benefit of ZARA, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents. You may not transfer, assign, charge or otherwise dispose of your rights or obligations under these Terms or our Privacy Policy without our specific prior written consent, which we may withhold in our sole discretion. We may transfer, assign, charge, subcontract or otherwise dispose of our rights and obligations under these Terms and our Privacy Policy at any time.

19. 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.

20. 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 section on Notices (Section 18) above.

21. 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.

22. 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 we 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.

23. OUR RIGHT TO MODIFY THESE TERMS

We have the right to revise and amend these Terms at any time. You will be subject to the Terms and ZARA policies in force at the time that you order products from us or use the Site.

24. LAW AND JURISDICTION

Any disputes arising out of or relating to these Terms, the 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 the Province of Ontario 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 must be brought before the courts of the Province of Ontario in the City of Toronto, Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts. ZARA makes no claim that the Site may be lawfully viewed or that content may be lawfully downloaded.

25. FRENCH LANGUAGE CLAUSE

The parties have expressly requested and required that these Terms and all other related documents be drawn up in the English language. In the event these Terms are available in a language other than English and the English version and such other version diverge, the English language version of these Terms shall prevail. Les parties conviennent et exigent expressément que ces modalités et tous les documents qui s'y rapportent soient rédigés en anglais.

26. QUESTIONS AND FEEDBACK

We welcome your questions, comments and feedback. Please send all questions, comments and feedback to us via our web form or to contact.ca@zara.com