

TERMS AND CONDITIONS OF USE AND PURCHASE WWW.ZARA.COM

1. INTRODUCTION

This document (along with all documents mentioned in it) establishes the terms and conditions governing the use of this website (www.zara.com/co) and the purchase of products on it (the “Terms and Conditions”), regardless of the application, digital media, medium or device used to access the website. Please read these Terms and Conditions carefully, as well as our Privacy and Cookies Policy (“Privacy and Cookies Policy”) and Personal Data Protection Policy (jointly, the “Personal Data Protection Policies”) before using this website. Upon using this website or placing an order through it, you agree to these binding Terms and Conditions and to our Personal Data Protection Policies, and as such, you should not use this website if you do not agree to all the Terms and Conditions or the Personal Data Protection Policies.

These Terms and Conditions may be modified. You are responsible for reading them each time you make a purchase on the website, as the terms and conditions in force when entering into each Contract, at the time of using the website, shall apply.

If you have any queries regarding the Terms and Conditions or Personal Data Protection Policies, you can contact us via our contact channels.

You may choose to formalize the contract in any of the languages in which the Terms and Conditions are available on this website.

2. OUR INFORMATION

The sale of items through this website is carried out under the name ZARA by COMPAÑÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S., a company duly constituted in accordance with the laws of the Republic of Colombia, and identified with the Tax Identification Number (NIT) 900.123.408-4, with its registered address at Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca. Telephone: +57 601 667 22 00 and email for notification purposes: notificaciones@texmoda.com.co.

For customer service purposes, the designated email address is: info-co@zara.com

3. YOUR DATA AND YOUR VISITS TO THIS WEBSITE

The information or personal data that you provide us shall be processed in accordance with the Privacy and Cookies Policy and the Personal Data Protection Policies. By using this website, you agree to the processing, storage, transmission and/or national or international transfer of the information and data, and you state that all the information and data provided are true and accurate.

4. USE OF OUR WEBSITE

By using this website and placing orders on it, you agree to:

- i. Use this website for legally valid consultations or orders only.
- ii. Not place any false or fraudulent orders. If we can reasonably assume that an order of this kind has been made, we shall be authorized to cancel the order and inform the relevant authorities.
- iii. Provide us with your email address, postal address and/or other contact details truthfully and accurately. You also agree that we may use this information to contact you if necessary (see our Personal Data Protection Policy).

If you do not provide us with all the information we require, we will not be able to process your order.

When placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts. **Minors may not place orders on the website.**

5. SERVICE AVAILABILITY

The items offered via this website are only available for delivery within the Colombian territory, except in areas or zones of Colombia where, due to difficulty of access, communication or similar considerations, it can be justified that said offer is not available.

Products shall not be sold to Amazonas, Guainía, Guaviare, Vaupés, Vichada, San Andrés, Providencia and Santa Catalina.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchase procedure and click on "Authorize Payment". Thereafter, you will receive an email acknowledging receipt of your order (the "Order Confirmation"). We will likewise inform you via email that the product is being shipped (the "Shipping Confirmation").

7. TECHNICAL MEANS TO CORRECT ERRORS

If you see that an error was made in entering your personal information when registering as a user of this website, you can modify said information in the "My Account" section.

In any event, you can correct errors related to the personal data you provided during the purchase process by contacting our customer services through our contact channels, as well as exercising your right to rectification set out in our Personal Data Policies.

This website displays confirmation windows in various sections of the purchasing process that do not allow you to proceed with the order if the data in these sections has not been provided correctly. Additionally, this website provides details of all the items you have added to your shopping cart during the purchasing process, allowing you to modify the order details or data before making the payment.

If you notice an error in your order after the payment has been processed, please contact customer service immediately through the chat available on the website or our official social media accounts, in order to correct the error.

8. AVAILABILITY OF PRODUCTS

All orders are subject to product availability. If problems should arise in supplying the products or if items are out of stock, you will be informed immediately, and we will refund any amount you may have paid, without any withholding, within a maximum period of 15 calendar days.

9. DELIVERY

Unless there are circumstances arising from customization of the products, or unexpected or extraordinary circumstances occur, we will send you the order consisting of the product(s) listed in each Shipping Confirmation within the time indicated on the website for the selected delivery method, and, in any event, the calculation of the maximum period of 30 days from the date of the Order Confirmation.

At the time of processing your purchase, we will show you the shipping cost. .

Possible Delivery options:

Collection in Zara store – FREE: The customer may collect their article at any store in the country. The person collecting the order must show their identity document. If the person collecting the product in-store did not make the purchase (the customer is solely responsible for the management and security of their [zara.com/co](https://www.zara.com/co)); they must show their ID and the email with the order number or QR code.

Home delivery: you may request home delivery of your article by providing delivery address details.

If, for some reason, we are not able to comply with the delivery date, or goes beyond the agreed delivery time, we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid, without any withholding or deductions. The refund will be made within a maximum of fifteen (15) calendar days. In any case, keep in mind that we do not make home deliveries on Sundays or public holidays.

For the purposes of these Terms and Conditions, it will be understood that the “delivery” has taken place or that the order has been “delivered” at the time you or a third party indicated by you, acquires material possession of the products, signing to confirm receipt of the order at the agreed delivery address.

10. UNABLE TO DELIVER

If we cannot deliver your order after three (3) attempts, your order will be returned to our warehouse. During the delivery attempts, we will send you a message informing you where your order is and how to request a new delivery. If you will not be at the delivery address at the agreed time, we kindly ask you to contact us to arrange delivery on a different day or at a different time

If 10 days have passed since your order was available for delivery and the order has not been delivered for reasons not attributable to us, we will understand that you wish to cancel the contract and we will consider it terminated. Following the termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional charges resulting from your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and, in any case, no later than 15 calendar days after the date we consider the contract to be terminated.

Please remember that transport resulting from terminating the contract may carry an additional cost, and as such we are authorized to pass these costs on to you.

If you placed the order using one of the electronic devices available in ZARA stores and made the payment at the store checkout, please contact our customer service.

11. TRANSFER OF RISK AND PROPERTY

Product risks shall be your responsibility from the moment of delivery.

You will acquire ownership of the products when we receive full payment of all amounts due in relation to them, including delivery costs, and you will be responsible for them from the time of delivery (as defined in clause 9 above), if delivery takes place at a later time.

12. PRICE AND PAYMENT

The prices on the website include VAT (IVA) but exclude delivery costs, which are added to the total amount owed as explained in our Shopping Guide - Delivery.

Prices may be subject to change at any time, however (except in the aforementioned circumstances) the possible changes shall not affect orders for which you have already received an Order Confirmation.

When you have selected all the items you wish to purchase, they will have been added to your shopping basket and the next step will be to process the order and complete the payment. To do so, you should follow the steps of the purchasing process, filling out or verifying the information at each step as necessary. During the purchasing process, and before completing payment, you will be able to modify your order information. You may refer to the detailed description of the purchasing process in the Shopping Guide. Furthermore, as a registered user, a list of all the orders you have placed is available in the My Account section.

The payment methods you can use to pay are Visa, Mastercard, American Express and PSE cards. You may also purchase products for all or part of the price of your purchase with a Zara e-voucher card issued by Zara Colombia.

By clicking on "Authorize Payment", you are confirming that the credit card belongs to you or that you are the legitimate holder of the e-voucher.

Transactions are understood to be between residents domiciled in Colombia, meaning that only PSE payment methods backed by accounts opened in Colombia with financial institutions supervised by the Financial Superintendence are allowed. For this reason, payment for orders

using credit or debit cards, or funds originating from foreign accounts, will not be accepted. Orders may only be paid for using payment methods backed by Colombian bank accounts.

If a customer makes a payment with a credit or debit card backed by a foreign account, or requests the refund to be deposited into an account abroad, the customer must bear all costs related to the return of the funds to the foreign account in the event of a refund request.

To minimize the risk of unauthorized access, your credit card details will be encrypted. Credit cards are subject to verification and authorization by the issuing entities. However, if the entity does not authorize the payment, we will not be held liable for any delay or failure to deliver, and we will be unable to formalize any contract with you.

12.1 IPOD sales payments

You may use as payment methods in our stores those already mentioned in the previous section, as well as the following: cash payment at checkout, store credit card, physical gift card, and Sodexo Pass electronic card.

13. GUEST CHECKOUT

This website also allows purchases through the guest checkout feature. In this purchase mode, only the essential information required to process your order will be requested. Once the purchase process is complete, you will be given the option to register as a user or continue as an unregistered user.

The information requested will include: full name, identification number, delivery address, phone number, email, tax regime, and postal code.

14. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website 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 credit card information. You may do so when making a payment with any of the cards accepted by this website 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 those purchases paid through the tool be charged to the respective card linked to the tool. Card usage will be governed by the written terms between you and the card issuer in all cases.

You can save the details of as many cards as you wish for Express Checkout. To do so, you must make at least one payment with at least one 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 "Favourite 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 website.

The provisions of this clause will not apply if you purchase items as a guest.

15. VALUE ADDED TAX AND INVOICING

In accordance with Colombian law, the sale of goods in Colombia is considered a taxable activity for the purposes of this tax. Therefore, orders placed will be subject to the general value-added tax (VAT) rate in effect at the time of purchase, and the purchase will be governed by Colombian tax laws.

16. RETURN POLICY

16.1 Right to withdrawal

According to the provisions of Article 47 of the Consumer Protection Statute, the right to withdrawal is implicit in the contract. The right to withdrawal allows the consumer to terminate the contract within a maximum of five (5) working days from the date of order delivery. The consumer must return the product using the same means and in the same condition in which it was received. Transport costs involved in returning the product will be covered by the consumer.

Once the product has been returned in the same condition as it was delivered, and has provided the required information to process the refund (if necessary), the refund will be made within the next fifteen (15) calendar days.

Products manufactured according to consumer specifications, customized products or personal products (such as underwear, swimwear, etc.) are excluded from the right to withdrawal.

The consumer must return the product unused with all its inside and outside labels, and in the same packaging in which it was received. Returns of goods that do not meet these conditions will not be accepted.

To exercise your right to withdrawal, you must notify ZARA, through customer service contact channels, by writing to us on the chat available on the website or our official social media accounts, of your decision to withdraw from the contract through an unequivocal statement.. You may use the attached example withdrawal form, which is included as an Appendix to these Terms and Conditions. However, its use is not mandatory. In order to comply with the right to withdrawal deadline, you need only communicate that you are exercising this right within the stipulated time period.

16.2. Payment Reversal

In compliance with article 51 of Law 1480 of 2011, considering that the purchase made through this website is a remote or online sale, when a credit card, debit card or any other electronic payment method has been used to make the payment, the company guarantees that payments

requested by the consumer can be reversed when subject to fraud or when corresponding to an unrequested transaction, when the purchased product is not received or when the purchase price has been unduly charged; provided that the consumer informs the company within 5 business days of being informed of the fraudulent transaction, the delivery of the product or the date on which the product was due to be received.

We will be able to attend to the request through our customer service channels, for which it is necessary to inform the reason for the request, the value for which the refund is requested and the details of the payment instrument to which the refund is to be made. Within the same period of 5 business days, the customer must inform the issuer of the payment instrument about the refund. In case the consumer who wishes for a refund is not the same holder of the payment instrument, the request to the issuer must be submitted by the holder of the product.

Once the request for a refund has been submitted to the company and the request for a refund has been submitted to the issuer of the payment instrument, they will have a term of fifteen (15) business days to make the reversal effective.

The foregoing is notwithstanding the specific requirements and procedures on exchanges and returns regulated by these Terms and Conditions of Purchase.

16.3. Consequences of exercising your right to withdrawal

In the event that you exercise your right of withdrawal, we will refund to you all payments received from you in relation to the price of the product, with the exception of the additional costs resulting from your choice of a mode of return or delivery of the product other than the free option offered by us, without undue delay and in any event no later than 15 calendar days from the date on which we are informed of your decision to exercise your right of withdrawal, as long as you have fulfilled the obligations: i) to provide the correct and complete information required to carry out the return process (if necessary), and ii) have returned the product.

We will process the refund using the same payment method used by you for the initial transaction, unless this is not possible, in which case we will process the refund using the option chosen by the consumer from those offered by us. You will not incur any fees as a result of such refund. Notwithstanding the foregoing, we may withhold reimbursement until we have received the returned goods or you have presented proof of having returned the goods, depending on which condition is met first.

You must return or deliver the products directly to us at any of our ZARA stores in Colombia, or you can request a return on our website via messenger/courier, organized by us, assuming the cost of this return, or return the products to one of our authorized drop points, paying for the corresponding service, without undue delay and, in any event, within a maximum period of 14 calendar days from the date you inform us of your decision to exercise your right of withdrawal.

In cases where you wish to return the goods by messenger/courier service organized by us for collection from your home, an amount representing the cost of transport derived from the return will be deducted. The deadline will be deemed to have been met if you send back the goods before the period specified has expired. You will only be responsible for a reduction in

the value of the goods resulting from handling, other than that needed to establish their nature, characteristics and functionality.

In cases where more than one good has been acquired in the same purchase, and the right of withdrawal is not exercised on the totality of the items, the refund of the purchase price paid for the returned item(s) will be made through the same means of payment used for the purchase or, if this is not possible, through the option chosen by the consumer (within the options provided by us).

If you withdraw from the same invoice a second time, the refund will be made in the form of an e-voucher card or a bank transfer, whichever you prefer.

16.4. Contractual Right to Cancel

In addition to the consumer's and user's legally recognized right to withdrawal mentioned in clause 16.1 above, we grant you a period of 30 calendar days from product shipment to return any products (except those mentioned in this clause, regarding products that are excluded from the right to withdrawal), and provided that the products have not been used and retain their inside and outside labels.

If you exercise your contractual right to cancellation more than 15 calendar days after Shipping Confirmation, the refund will be made in the form of an e-voucher card, to the same payment method or by bank transfer, at your choice, once the product has been received and inspected.

16.5 Exchange policy

If you consider that the size or color of the product purchased at www.zara.com does not meet your needs, and notwithstanding your legal and contractual right to cancellation or withdrawal, you may request a change of size or colour at any ZARA store in Colombia within a maximum period of 30 calendar days from the Shipping Confirmation, as long as the product has exactly the same price.

COMPañÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S. will agree to exchange products purchased at www.zara.com, in which case you must provide the item you wish to exchange along with the e-receipt received with the Shipment Confirmation, ((this document is not the invoice for your purchase; it is the ticket with a QR code that contains the information of your purchase) which is also stored in your account on the Zara website and mobile app, and you must show it in digital format on the screen of your mobile device or print out a copy.

Please remember that this new product will not be governed by the provisions of these Terms and Conditions of Use and Purchase, instead, the terms and conditions set out on the back of the receipt provided will apply, including the clauses related to your right to cancellation or withdrawal.

Notwithstanding the above, if you would prefer to exchange the product for a different item, you must request a return by following the procedure established for this purpose and make a new purchase.

16.6. Return Policy

If you wish to return an item purchased through www.zara.com.co, you have 30 calendar days from the shipping date of your order to do so. The items must retain all tags and be in perfect condition. Returns are accepted as long as the item has not been used and retains all its internal and external tags, and provided that it is not one of the products included in clause 16.8. In that case, you must provide, along with the item you wish to return, the electronic ticket received with the Shipping Confirmation (this document is not your purchase invoice; it is the ticket with the QR code containing your purchase information), which is also available in your account on the website and the Zara mobile app. You must present it either digitally on your mobile device screen or as a printed copy.

The return will be processed once the items arrive at our warehouse, and the staff will review and process them to ensure they meet the stated conditions.

16.7 Return policy for IPOD sales paid at the cash desk.

This return policy only applies to IPOD sales, i.e., orders placed online using one of the devices in our ZARA stores in Colombia and paid for at the cash desk.

If you wish to return an item purchased on the iPod system, you have of 30 calendar days from the Shipping Confirmation of your order to return it for free only in our Zara stores in Colombia. The items must have all their labels and be in perfect condition. Returns will always be accepted as long as the item has not been used and has all its inside labels and provided the products are not customized by the customer. In no case will products purchased through this sales channel be exchanged.

Refunds will be processed with the same payment method used to pay for the purchase (unless this is impossible, in which case we will notify the consumer immediately, informing them of the options available to refund the value of the purchase). In any case, your rights recognized by current legislation and other provisions in these terms and conditions apply. This means that all matters not specifically regulated in this section (16.5 and 16.6) are subject to the other provisions contained in these terms and conditions.

16.8 Common provisions of the right to withdrawal, return policy and right to cancellation

You will not have the right to cancel or withdraw from a contract for the supply of any of the following products:

- Products customized at the customer's request.
- Products pre-sealed for health or hygiene reasons which have been opened after delivery.
- Products used by the consumer or without their inside labels.

The right to withdrawal, return policy and the right to cancel the contract shall apply exclusively to those products that are returned in the same condition in which you received them.

No refund will be made if the product has been used beyond merely opening it, if products are not in the same conditions in which they were delivered or if they have suffered any damage; please be careful with the product(s) while in your possession.

Please return the item, preferably using or including all its original packaging, instructions and other accompanying documents.

Returns can be made at any of the ZARA stores in Colombia; via a courier that we will send to your home address or by taking it to an authorized drop point.

Returns at ZARA stores: You can return the products to us free of charge at ZARA stores in Colombia; you must go to any of these stores and deliver the item and the electronic ticket you received attached to the Shipping Confirmation, which is also stored in your account on the website and in the ZARA mobile app. You may present the electronic ticket either digitally on your mobile device screen or by bringing a printed copy to the store.

Returns by courier: You must contact us through our return request system so that we can arrange to collect the goods from your home. You should preferably deliver the goods in the same package as you received them, following the instructions that you will find in the " EXCHANGES, RETURNS, AND REFUNDS " section of this website. However, if you no longer have the original packaging, you can return your order using any other packaging, as long as it is sealed correctly to avoid losing the item(s). Please note that if you choose to arrange for us to collect the goods from your home, we will be entitled to charge you for the carriage costs; similarly, if you choose to return the goods to us by other unauthorized means, we will be entitled to charge you for any costs we may incur.

Returns through authorized drop-off points in Colombia: You may return products at any of the authorized drop-off points in Colombia. To do so, you must request the return using the "Drop-off Point" option found under "Orders and Returns" in the "My Account" section of the website. We will then send you a return label via email, which you must attach to the package before dropping it off at the designated location. The item must be returned in the same packaging in which it was received. You can find more information about this return method in the "EXCHANGES, RETURNS, AND REFUNDS" section of this website.

Please note that if you choose to return items under the right of withdrawal, the return policy, or the right of cancellation through the authorized drop-off points in Colombia, you will be responsible for the shipping costs.

After examining the item, we will inform you whether you are entitled to a refund of the amounts paid. If returns are made through the courier service scheduled by the company, we reserve the right to charge the transportation cost, which will be deducted from the refund amount.

For returns made under our return policy, the refund will be processed as soon as possible and, in any case, within 15 calendar days from the date the return is approved. For the right of withdrawal, the refund will be made within 15 calendar days from the moment you inform us of your intention to withdraw and have fulfilled the following obligations: (i) provided the correct and complete information required to carry out the return process, and (ii) initiated the return of the product in accordance with the terms of this document. However, we may withhold the

refund until we have received the goods, or until you have provided proof of the return of the goods, whichever condition is met first.

Refunds will be processed using the same payment method used by you to pay for the purchase only when the right to withdrawal is exercised within the legal deadline (5 days following product delivery). If you exercise your contractual right to cancellation more than 15 days after Shipment Confirmation, the refund will be sent by e-voucher or bank transfer, whichever you prefer.

In cases where it is not possible for us to process the refund through the original payment method used for the purchase (e.g., PSE), we will request your information in order to issue a bank transfer or use another option chosen by the consumer from the alternatives provided by us.

In the event of a second withdrawal regarding the same invoice, we offer a refund of the purchase amount via bank transfer. Refunds will not be issued to bank accounts located abroad or outside the Republic of Colombia. All refunds to bank accounts will be made to accounts within the Republic of Colombia, opened by the purchaser at financial institutions supervised by the Financial Superintendence.

You shall assume the cost and risk of returning the products to us, as indicated above. If you have any queries, please contact us through the chat available on the website or our official social media accounts.

16.9 Return of defective products

If you consider that, at the time of delivery, the product was not as specified in the contract, you must contact us immediately using our contact channels, providing the product information and describing the damage.

The product can be returned to any ZARA store in Colombia, by giving it to a courier who will be sent to your home address when you request a pick-up, or through the authorized drop-off points in Colombia.

We will carefully examine the returned product and will inform you by email within 15 business days of receipt of the request, whether the refund or replacement (if applicable) is appropriate. The refund or replacement of the item will be made as soon as possible and, in any case, within 30 days from the date on which we send you an email confirming the refund or the replacement of the non-conforming item.

The refund or replacement of the item will be made as soon as possible and, in any case, we will refund the money within a maximum period of 15 calendar days following the confirmation of the refund; in the event that the replacement of the non-conforming item is approved, this will be carried out within ten (10) business days following the confirmation of the replacement.

Amounts paid for products that are returned because of faults or defects, where these are actually present, shall be reimbursed in full, including the delivery costs incurred by the courier service authorized by the merchant. Refunds will be processed with the same payment method used to pay for the purchase (unless this is impossible, in which case we will notify the

consumer immediately, informing them of the options available to refund the value of the purchase).

Your legal rights will not be affected in any case.

17. LEGAL WARRANTY

If you are entering a contract as a consumer or user, we offer a legal warranty on products sold on this website in terms established by law for each type of product, therefore answering for any quality defects. The warranty period is: three (3) months for textiles, two (2) months for footwear, six (6) months for eyewear, thirty (30) days for jewelry, accessories and other items in the store, starting from the delivery date.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect from the same type of product.

In this regard, if any of the products do not conform to the contract, you should bring this to our attention by following the process explained in section 16.7 above and through any of the means of communication established for that purpose. The examination of the products under the legal guarantee shall be free of charge.

The products we sell, especially artisan products, often feature the characteristics typical of the natural materials used for their manufacturing. These characteristics, such as variations in grain, texture, knots or color, will not be considered defects or flaws. On the contrary, such characteristics should be expected and considered desirable. We select only products of the highest quality, but natural variations are unavoidable and should be accepted as part of the individual appearance of the product.

The company may be exempted from liability for the legal guarantee, when it is proven that the defect of the product is due to force majeure or unforeseen circumstances, the act of a third party, the improper use of the good by the consumer or the disregard of the instructions for use and care of the products.

18. E-VOUCHER CARDS

The e-voucher card is a virtual document that represents a sum of money that can only be used on the [zara.com/co](https://www.zara.com/co) website (in Colombia) to purchase products offered on the website. This e-voucher card has a balance that can be used within two year of its issue date. This card is issued in the case of refunds for purchases made on the website.

The e-voucher card allows the customer to use the balance on the card to purchase products through the website, up to the value that the e-voucher card represents. In the event that the products exceed the balance on the e-voucher card, the consumer must pay the difference in price using the authorized payment methods.

19. LIABILITY AND DISCLAIMER

Unless expressly indicated otherwise in these Terms and Conditions, our liability in relation to any product acquired on our website is limited strictly to the purchase price of said product.

However, unless there is a legal ruling to the contrary, we will not accept any liability for the following losses, regardless of their origin:

- (i) loss of income or sales;
- (ii) loss of business;
- (iii) loss of profits or loss of contracts;
- (iv) loss of anticipated savings;
- (v) loss of data; and
- (vi) loss of management time or office hours.

Due to the open nature of this website and the possibility of errors occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained from this website, unless it is otherwise expressly established here.

20. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademark and other intellectual property rights in the materials or content provided as part of the website shall remain at all times vested in us or our licensors. You may only use this material as expressly authorized by us or whoever has granted us a license for its use. This will not prevent you from using this website as needed to copy information regarding your order or contact information.

21. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS

You may not make undue use of this website by intentionally introducing viruses, trojans, worms, logic bombs, or any other technologically damaging or harmful program or material. You may not try to gain unauthorized access to this website, the server on which this website is hosted, or any server, computer, or database related to our website. You undertake to not attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause may be considered an offence as defined under applicable regulations. We will inform the competent authorities of any breach of this norm and will cooperate with them to discover the attacker's identity. Additionally, anyone in breach of this clause will immediately no longer be authorized to use this website.

We shall not be liable for any damages or loss resulting from a denial-of-service attack, virus or any other program or technologically damaging material that may affect your computer, computer equipment, data or materials as a result of using this site or downloading content from it or from sites to which it redirects.

22. LINKS FROM OUR WEBSITE

In the event our website contains links to other websites and third-party material, said links are facilitated for solely informative purposes, and we do not have any control over the content of said websites or materials. Therefore, we accept no liability whatsoever for any damage or loss arising from their use.

23. WRITTEN COMMUNICATIONS

Applicable regulations require that the information or communications we send you be in writing. By using this website, you accept that most of our communication with you will be electronic. We will contact you by email or provide information by publishing announcements on this website. For contractual purposes, you consent to using this electronic means of communication and you recognize that all contracts, notices, information, and other communications we send you electronically comply with the legal requirement that they are in writing. This does not affect your legal rights.

24. NOTIFICATIONS

You must send any notices through the chat available on the website or our official social media accounts. Pursuant to the provisions in clause 22 above, and unless otherwise stipulated, we will send you notices to the email address provided by you.

It shall be understood that the notices have been received and correctly made as soon as they are posted on our website or 24 hours after they have been sent by email. To prove that the notification has been made, it will be sufficient to prove that the email was sent to the email address specified by the receiver.

25. TRANSFER OF RIGHTS AND OBLIGATIONS

The contract is binding both for you and for us, as well as for our respective successors, grantees and assignees. You may not transmit, cede, pledge or transfer in any other way a contract or any of the rights or obligations arising from it without previously obtaining our consent in writing.

We may transmit, cede, pledge, subcontract or transfer in any other way a contract or any of the rights or obligations arising from it at any time during the lifetime of the contract. To avoid any doubt, these transmissions, assignments, or other transfers will not affect your legally recognized consumer rights, where applicable, or cancel, reduce, or limit in any way both the explicit and tacit warranties that we may have given you.

26. EVENTS BEYOND OUR CONTROL

We will accept no liability for any failure to comply or delay in complying with any contractual obligations if this should be due to events beyond our reasonable control, force majeure, unforeseeable events or events attributable to third parties ("Force Majeure Event").

Force Majeure Events include any action, event, failure to act, omission or accident that is beyond our reasonable control, including but not limited to:

- a. Strikes, lock-outs or other industrial action.
- b. Civil unrest, revolt, invasion, terrorist attack or threat, war (declared or not) or war preparation or threat.
- c. Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.
- d. Inability to use public or private trains, boats, airplanes, motorized transportation, or other modes of transportation.
- e. Inability to use public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations or restrictions by any government or public authority.

Obligations shall be deemed to be suspended for the period during which the Force Majeure Event continues, and we shall have an extension of time to perform such obligations for a period of time equal to the duration of the Force Majeure Event. We will use all reasonable means to bring the Force

Majeure Event to an end or to find a solution that allows us to fulfil our obligations despite the Force Majeure Causes.

27. WAIVER

If we do not require you to comply strictly with your obligations arising from a contract or from these Terms and Conditions, or if we do not exercise the rights or take the actions to which we are entitled by virtue of such a contract or these Terms and Conditions, this will not mean that we waive or limit such rights or actions, nor does it exempt you from complying with such obligations.

If we waive a specific right or action, this will not imply that we waive any other rights or actions arising from a contract or these Terms and Conditions. If we waive any of these Terms and Conditions or the rights or actions arising from a contract, this will not be legally effective, unless it is expressly established that this is a waiver, the waiver is formalized and you are informed in writing, as established in the Notifications section above.

28. PARTIAL NULLITY

Should any of these Terms and Conditions or any provision of a contract be declared null and void by a final decision issued by the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by this declaration of nullity.

29. FULL AGREEMENT

These Terms and Conditions and any document that is expressly referenced herein constitute the full agreement between you and us with regard to the purpose thereof and they replace any other prior pact, agreement or promise made between you and us, whether verbally or in writing.

We both recognize that we have agreed on a contract without relying on any statement or promise made by the other party or which could be inferred from any statement or written text in the negotiations between both parties before the contract, except for that explicitly mentioned in these Terms and Conditions.

Neither of us will be entitled to any action regarding any untrue verbal or written statement by the other party before the date of a contract (unless the untrue statement was made fraudulently) and the only action to which the other party will be entitled will be for a breach of the contract, as established in these Terms and Conditions.

30. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions. We will keep you informed of substantial modifications. The modifications made will not be retroactive, unless legally required.

If you do not agree with the changes made, we recommend you do not use our website.

31. APPLICABLE LAW AND JURISDICTION

The use of our website and contracts to purchase products on it shall be governed by Colombian law.

Any dispute that arises or is related to the use of the website or these contracts shall be subject to the exclusive jurisdiction of the courts of the Republic of Colombia.

If you are entering into the contract as a consumer, this clause shall not affect the rights applicable to you under current legislation.

32. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

We welcome your comments and suggestions. We ask that you send any comments, suggestions or queries via our contact channels or to the postal address or email address indicated in clause 2 of these Terms and Conditions.

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 period established by law. Additionally, they will be registered with an ID code that we will make available to you so that you can track them.

33. CONTACT

Please note that the email address info-co@zara.com is enabled for the purpose of allowing easy and direct access to the identification data of COMPAÑÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S. as the company marketing the goods, as well as for the purpose of allowing you to lodge any complaints or claims you deem appropriate.

To send comments, suggestions, queries or any other matter other than the above, you can access our usual contact channels, i.e. the chat available on the website and our official accounts on social media.

For more information, please visit the “Contact” section of the website.

07/11/2025

Withdrawal form template

(You only need to fill in and send this form if you wish to withdraw from the contract)

For the attention of COMPAÑÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S. acting under the commercial label ZARA, with its address at Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca and email address info-co@zara.com.

I hereby inform you that I cancel my sales contract for the following item:

Ordered/received on (*):

Customer name:

Customer address:

Customer signature (only if this form is in paper format) Date:

(*) Cross out any which are not applicable

Payment Reversal Request Form Template:

To the attention of COMPAÑÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S operating under the trade name ZARA, located at Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21, Chía, Cundinamarca, and via email at info-co@zara.com:

I hereby request a payment reversal in accordance with the provisions of Article 51 of Law 1480 of 2011 and Decree 1074 of 2015, based on the following information:

Name of the payment instrument holder:

Purchase date:

Payment method:

Product information for which the payment was made:

Account type: _____ **Account No.:** _____

Debit Card () Credit Card () PSE ()

Amount requested for reversal: _____

Reason for request:

Fraud ()

Un authorized transaction ()

Product not received ()

Product does not match order or is defective ()

Reasons supporting your request:

The item is in the same condition as received (if applicable): Yes () No ()

The item is available for pickup at the original delivery location: Yes () No ()

Please note that you must notify the issuer of the electronic payment instrument used to make the purchase, through the channels it provides, regarding the claim for payment reversal.

**TERMS AND CONDITIONS OF USE OF THE FEATURES OF
THE 'ZARA' APP**

These terms and conditions of use (hereinafter, the “Terms and Conditions”) govern, for specific and additional purposes to the Terms and Conditions of Use and Purchase of www.zara.com, the access and use of the services and features available on the App (as defined below) of the ZARA brand.

The features of the App include: (i) the option to purchase products via the App, which is considered an Online Store purchase and, therefore, is subject to the Terms and Conditions of Use and Purchase of www.zara.com; (ii) the option to manage payments for purchases made in physical ZARA stores (hereinafter, and according to the corresponding reference, “Physical Store” or “Physical Stores”) through a virtual wallet (hereinafter, “Wallet”); (iii) the option to manage purchase receipts from purchases made at ZARA online stores (hereinafter, “Online Store”), both being operated in Colombia by COMPAÑIA DE INVERSIONES TEXTILES DE MODA S.A.S. – TEXMODA S.A.S. and business address in InditexBodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chia, Cundinamarca (iv) as well as the option to obtain an e-receipt or the proof of purchase in electronic form, the QR code of which may be shown in ZARA Physical Stores solely for this purpose.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1. Purchasing products on www.zara.com via the APP

The App allows customers to purchase products on www.zara.com, therefore the purchase is considered an Online Store purchase and is subject to the Terms and Conditions of Use and Purchase of www.zara.com. The customer must accept said terms at the moment of purchase.

1.2. Wallet Feature

The Wallet feature provides the following functions:

i. Access to e-receipts for purchases made in Physical Stores in cases where the payment is initiated with Wallet or those receipts that have been requested or generated in accordance with the provisions set out in paragraphs (iv) and (v) below. You will also have access to e-receipts from the Online Store;

ii. Management of payment cards and gift cards: enables cards that will be used for payment to be added for payments initiated using Wallet in Physical Stores. If there are cards that have already been saved through the online sales quick purchase option, these will automatically be available to be activated as the Wallet payment card.

By adding new card details, you authorize us to check the validity of your payment cards and gift cards, the details of which you wish to store, and which might include a charge being made to your card through the micropayment security system.

The amount of this micropayment will be refunded within a maximum period of one month from the transaction date. In addition to managing the cards themselves, depending on the security mechanisms enabled on the device on which the App is being used, Wallet may ask you to generate a password to be associated with these.

iii. Initiating payments through Wallet: to manage payments with Wallet in Physical Stores authorized for this purpose, you must follow the instructions provided by the staff in the relevant store.

In any case, bear in mind that to initiate a payment through Wallet you must present the QR code generated by the App so the staff can check it and scan it using the technology in the till area of the Physical Store.

Depending on the security mechanisms activated on the device on which you are using the App, Wallet may request that you enter the Wallet Password to generate a QR code that will allow you to manage the payment.

For payments initiated through Wallet, you are reminded and accept that an e-receipt will be issued and that a paper receipt will not. When a payment in a Physical Store is initiated through Wallet, it will be charged to the card that you choose in the Service when initiating the payment.

The handing over of the items will take place when you authorize the payment initiation for the purchase of said items, through the presentation of the QR code to the store staff and the scanning of this code by the technology in the till area in the Physical Store.

Purchases where the payment was initiated through Wallet shall be governed unequivocally by the terms and conditions of purchase of the corresponding Physical Store. Therefore, any claim regarding the contract between you and the relevant Physical Store must be addressed to COMPAÑÍA DE INVERSIONES TEXTILES DE MODA S.A.S. – TEXMODAS S.A.S., franchisee of ZARA in Colombia (contact details e-mail info-co@zara.com), or if applicable, for instance, in case of purchases made in physical stores in other countries in other countries, it shall be directed to the applicable company. Wallet is a free service.

However, your card issuer may charge commission for payments made through this method. Check the terms and conditions with the card issuer for more information. Furthermore, your telecommunications service operator may charge for using the telecommunications network through which you access Wallet.

Check the terms and conditions with your network provider for more information. Wallet may only be used to initiate payments in the establishments indicated. The use of Wallet for other purposes is strictly prohibited.

We therefore reserve the right to delete a user and, to that effect, cancel their account and demand liability of the user who has carried out wrongful or fraudulent use of the service, or who does not comply with the regulations and procedures contained in these Wallet Terms and Conditions and/or other legal texts applicable to Wallet, the App and/or the Service.

iv. Receipt “scanning”: from a paper format receipt, a digital copy may be generated by scanning the QR code that is printed on the receipt. From this moment on, you may make returns at Physical Stores using said receipt, under the applicable terms and conditions, according to the commercial policy of ZARA, and, in any event, in accordance with current legislation.

v. Receiving an e-receipt: when paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable terms and conditions, according to ZARA's commercial policy, and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt. Therefore, it is paramount that you understand that by using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the ZARA website.

In any case, regarding any features of Wallet, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail.

If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

1.3. Specific feature to acquire the e-receipt for your purchases in Physical Stores

If you are a registered user and have the App installed, but do not wish to register a card (Wallet feature), an exclusive QR code will appear automatically on the APP so that you can request the e-receipt or the proof of purchase in electronic form on the APP.

By using this QR code you expressly request the e-receipt or the proof of purchase in electronic form,. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the ZARA website.

It is important to mention that the Electronic Receipt is not equivalent to an electronic invoice, and therefore does not have the legal implications of such document. The Electronic Receipt is an alternative document to obtain the purchase information.

2. AVAILABILITY OF THE SERVICES OFFERED BY THE APP

While always respecting applicable legislation, we reserve the right to modify, suspend or delete, at any time, at our discretion and without notice, whether of a general or particular nature for one or more users, a part or all of the features of the ZARA App, as well as to modify, suspend or delete, under the same conditions, the availability in part or in whole of the Service.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we will not be liable for damages that you may incur due to the use of any of the features of the ZARA App.

You agree to use the ZARA App solely for the purposes for which it is intended, and therefore, not to carry out any wrongful or fraudulent use thereof, being liable to the Company or any third party for damages incurred from wrongful use of said App.

You will be liable in the following cases:

- a) where your equipment or terminals associated with the App, SIM cards, email addresses and/or any of the Passwords are used by a third party authorized by you without our knowledge.
- b) where errors or failures occur in your use of the features of the App as a consequence of defective functioning of your hardware, software, devices or terminals or for not having set up the necessary security mechanisms on the device on which the App is being used.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS AND OTHER RIGHTS OF THE APP

Any of the elements that form part of, or are included in, the App or Wallet are the property of or are under the control of the Company or third parties that have authorized its use. This shall henceforth be referred to, in its entirety, as the "Property".

The user undertakes not to withdraw, suppress, alter, manipulate or make any modifications to:

- Notes, legends, indications or symbols that either the Company or legitimate title holders of the rights incorporate into their property in terms of intellectual or industrial property (such as for example, copyright, ©, ® y ™, etc.).
- Technical protection or identification devices that may contain the Property (such as, for example, watermarks, digital prints, etc.). The user acknowledges that, by virtue of these Terms and Conditions, the Company neither grants nor transfers to the user any rights whatsoever in respect of its property or the property of any third party.

The Company only authorizes the user to access and use these in accordance with the terms set out in these Terms and Conditions.

Users are not authorized to copy, distribute (including email and Internet), transmit, communicate, modify, alter, transform, cede or, in any other way carry out activities that entail commercial use of the Property, whether partially or wholly, without the express, written consent of the legitimate owner of the exploitation rights.

Access and use of the Property shall at all times be carried out for personal and non-commercial purposes.

The Company reserves all rights over the Property including but not limited to, all the intellectual and industrial property rights that it holds over the same.

The Company does not concede any other license or authorization of use to the user of its property that is not expressly detailed in this clause. The Company reserves the right to terminate or modify at any time and for any reason the licenses granted under these Terms and Conditions.

Notwithstanding, the Company may take legal action against any use by the user that:

- does not comply with the terms and conditions specified herein;
- infringes or violates the intellectual or industrial property rights or other similar rights of the Company or of any other legitimate third-party title holder; or infringes any applicable regulation.

Users are not authorized to copy, distribute (including email and Internet), transmit, communicate, modify, alter, transform, cede or, in any other way carry out activities that entail commercial use of the Property, whether partially or wholly, without the express, written consent of the legitimate owner of the exploitation rights.

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The Company reserves all rights over the Property including but not limited to, all the intellectual and industrial property rights that it holds over the same.

The Company does not concede any other licence or authorization of use to the user of its Property that is not expressly detailed in this clause.

The Company reserves the right to resolve or modify at any time and for any reason, the licenses agreed to by virtue of these Wallet Conditions. Notwithstanding, the Company may take legal action against any use by the user that:

- does not comply with the terms and conditions specified herein;
- infringes or violates the intellectual or industrial property rights or other similar rights of the Company or of any other legitimate third-party title holder; or infringes any applicable regulation.