

### Basic Information on Data Protection

**Data Controller:** The controller responsible for processing your data is the company belonging to the Inditex Group that manages the physical store whose WiFi network you have connected to. A detailed list of the companies responsible for each store can be consulted [here](#).

**Purposes and legal basis:** We need to use your data for the **development, fulfillment and execution of the Terms and Conditions governing the use of Wi-Fi service in our Stores**, for example, in order to give you access to our network.

**Data recipients:** We share your data with service providers and collaborators that support us in sending information, and we do so with appropriate guarantees and while preserving the security of your data.

**Rights:** You have the right to **access, rectify or delete your data**, as well as other rights, as detailed in "[PRIVACY POLICY \(Privacy, Data Protection and Security of Information\)](#)".

**Additional information:** For more information, please refer to "[PRIVACY POLICY \(Privacy, Data Protection and Security of Information\)](#)" and our Privacy Policy available on the official website of each brand in the country from which you are connecting.

### Terms and Conditions of Access and use and Privacy Policy of the free Wi-Fi service of INDITEX GROUP.

These Terms and Conditions (hereinafter, the "Terms and Conditions") govern access and use of the Wi-Fi service (hereinafter, the "Wi-Fi service") in the BERSHKA, ZARA, LEFTIES, STRADIVARIUS, MASSIMO DUTTI, OYSHO, PULL&BEAR and ZARA HOME stores (jointly referred to hereinafter as the "Stores").

The WIFI service will be provided, depending on the location where the service is provided, by the companies specified [here](#) (hereinafter referred, each of them, as the service provider company):

The aforementioned companies (hereinafter as well, "the service provider companies") are part of the group of entities owned and/or controlled by the parent company of that group, Industria de Diseño Textil S.A. (Inditex, S.A.), (collectively the "Inditex Group"). The administration and management of this Wi-Fi service, including the processing of personal data as set out in the "**PRIVACY POLICY**" -paragraph 6- of these Terms and Conditions, is controlled by the service provider companies and, as the case may be and for certain purposes related to the service, by one or more of those companies belonging to the Inditex Group.

Before using this Wi-Fi service, please read these Terms and Conditions carefully. The service provider companies reserve the right to amend or modify, at any time, without any retroactive effects, save where an exception is justified, these Terms and Conditions, whose final version is available on the Stores websites.

### GENERAL TERMS AND CONDITIONS

#### 1. PURPOSE OF THESE GENERAL TERMS AND CONDITIONS

- These Terms and Conditions govern access and use of Wi-Fi service for all customers (hereinafter, the "Users") who visit any of the Stores identified above.

Your access to the Wi-Fi service is completely under the supervision and control of the service provider companies. Therefore, the access and use of the Wi-Fi

service may be prevented, blocked, suspended or terminated at any time for any reason by the service provider companies.

Availability, access and use of the Wi-Fi service are limited to the inside of the relevant Stores where the connection is established. Access to this Wi-Fi service does not constitute authorisation to access and/or use any information systems of the Inditex Group; therefore, Users understand and agree that access to the Wi-Fi service does not serve as authorisation to have access to the internal network or to other possible resources of the Inditex Group available through such network.

- The service provider companies reserve the right to amend, at any time, and without prior notice, the layout, configuration and/or access means to the Wi-Fi service.

## **2. SPECIFIC TERMS**

- Access and use of the Wi-Fi service or certain other functionalities may be subject to specific terms, legal notices, guidelines and use regulations which will, where appropriate and after disclosure to Users, replace, supplement and/or amend these Terms and Conditions (hereinafter, the “Specific Terms”).
- Access and use of the Wi-Fi service in certain markets will be subject, in addition to these general conditions, where applicable, to the specific provisions for each country included in the document “Specific Conditions by Country” in Annex I.
- In the event of any inconsistency between these Terms and Conditions and the Specific Terms, the Specific Terms will control and prevail in respect of such inconsistent terms and only with regard to the specific access or functionality which is the subject of the Specific Terms.

## **3. REGISTER AND WI-FI ACCESS**

- To get access to the Wi-Fi service, Users must:
  - Have their own compatible and appropriate device to carry out Wi-Fi connection (hereinafter, the “Device” or the “Devices”);
  - Have read and expressly accepted these Terms and Conditions and, where appropriate, the Specific Terms and/or the Specific Conditions, by checking the confirmation of terms of use box;
  - Have downloaded a certificate to your Device and linked it to it which will facilitate automatic connection to the networks each time you approach a WiFi network in the Stores.
  - Have received, where applicable, confirmation of the installation of the aforementioned certificate.

For appropriate access, visualisation and implementation of the Wi-Fi service and use, Users will need to download certain software or other logical elements associated with their Device onto their Devices. Users shall be solely responsible for and assume all risk in connection with the installation of and compliance with the corresponding Terms of Use (or equivalent regulations) as to such software or other logical elements and the service provider companies shall not be responsible for or

liable to any User by reason of such installation and use of the software or other logical elements.

- Users understand and agree that access to the Wi-Fi service may only be accessed through the screen interface provided by the service provider companies, by accepting these Terms and Conditions, and where appropriate, the Specific Terms and/or the Specific Conditions.
- Users may stop using the Wi-Fi service at any time by uninstalling or removing the certificate from their Device. If the certificate is uninstalled or removed, the Device will no longer be able to automatically connect to the Wi-Fi service and the User may not be able to access the service unless the certificate is installed again, where available.

#### **4. RULES FOR WI-FI CONNECTION ACCESS AND USE:**

- The Wi-Fi service at the service provider companies' stores is provided "free of charge" as a value added service to our customers. Internet connectivity and availability necessary for the Wi-Fi Service is provided by an independent provider. Each User acknowledges that the service provider companies and/or Inditex Group are not an operator, distributor, internet services provider (ISP) or similar or related Internet services provider.
- Users undertake not to use or attempt to use the Wi-Fi service for unauthorised, unlawful, illegitimate uses and/or contrary to good faith, custom, morality and public order, such as, by way of example but not limited to, the following:
  - any use which is defamatory, threatening, intimidating, or which could be classed as harassment;
  - posting and transmitting any content that: contains or is obscene, profane or contains abusive language or material; contains pornographic material (that is text, pictures, films, video clips or a sexually explicit or arousing nature); contains offensive or derogatory images regarding sex, gender, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation; contains forged or misrepresented message headers, whether in whole or in part, to mask the originator of the message; invades another's privacy or is otherwise unlawful or inappropriate;
  - transfer or use of software elements which may send:
    - Elements or details which infringe the regulations on copyright, rights to honour or privacy, personal data protection, intellectual property or any other rights, whether the property of the Inditex Group, the service provider companies or of third parties;
    - Material or non-public information without the required authorisation;
    - Any trade secret or confidential information of any individual or entity, whether the property of the Inditex Group, the service provider companies or of third parties;
    - Any manner of propaganda, advertisement, chain, pyramid system, investment opportunities or any other unsolicited commercial communication (SPAM) which may infringe the regulations on information society services and electronic commerce or any other applicable regulations, where appropriate.

- Transferring software or other elements including virus, bugs, Trojan horses, which may overwhelm systems of the Inditex Group, the service provider companies or of third parties systems, “mail bombing”, denial of service attacks, creating or managing bootnets, or any other infection, including without limitation, executable codes or files which may be used to have access, amend, delete or harm either the software or the hardware, whether of the Inditex Group, the service provider companies or of third parties or the electronic documents and files stored in such system, as well as any other program or element with purposes or effects which are unlawful, forbidden or detrimental to the interests and rights of third parties, and the service provider companies/Inditex Group shall not assume any liability whatsoever which may arise from the foregoing.
  - Accessing or attempting an unlawful or unauthorised access to systems, or networks belonging to the service provider companies, the Inditex Group or to third parties, or attempting to overcome security measures of the system of the service provider companies, the Inditex Group or of third parties, and any other procedure which may be used as author of an attack to the system (port scanner, etc.).
  - Misuse of the IP address provided in each Wi-Fi service access.
- Users shall refrain from using the Wi-Fi service in any manner which may damage, disable, overwhelm or spoil the Wi-Fi connection or prevent the ordinary use thereof by other Users.
- Users undertake not to interfere nor interrupt any connection and use of Wi-Fi, equipment, devices which enable its connectivity, or fail to meet the requirements, procedures and regulations on policy about networks connection in the Inditex Group.
- Users understand and agree that:
  - Users may not use the Wi-Fi service to engage in any activity which constitutes or is capable of constituting a criminal offence, violation or wrongful act, either in the country where the Wi-Fi is available or in any other jurisdiction;
  - The service provider companies or the Inditex Group may be required by applicable law or in response to a request to that effect to collaborate direct or indirectly and, therefore, to provide any kind of information to law enforcement, governmental agencies and other authorities or entities, whether national or foreign;
  - The service provider companies and the Inditex Group reserve the right to monitor Users’ activities while Users use the Wi-Fi service and keep a log of the Media Access Control (“MAC”) address or connection-related information associate with that MAC address of any Device which accesses the Wi-Fi service, the time of access to the Wi-Fi service and the activity associated with that MAC address for analytics and cyber security purposes;
  - The service provider companies and the Inditex Group reserve the right to keep a track and to gather information while the User is connected to the Wi-Fi service and User acknowledges and agrees that the service provider companies / Inditex Group may use that information gathered in that way, including, if mandatory or convenient, to share that information with law enforcement,

governmental agencies, regulatory or supervisory agencies and other authorities, both domestic and/or foreign, regarding any criminal or civil procedure, before any judge or court from Spain, or from any other foreign jurisdiction. Additionally, the service provider companies / Inditex Group reserves the right to cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by Users, and for such purposes, for example, blocking access to the Wi-Fi service and retaining and disclosing to law enforcement authorities or rights holders such suspected or certain information in the possession or control of the service provider companies / Inditex Group.

## **5. WARRANTIES AND LIABILITIES**

- The User acknowledges and agrees to be solely responsible for access and use of the Wi-Fi service. The service provider companies and the Inditex Group do not assume any responsibility regarding any of the uses, views, proceedings or acts that the User makes of the Wi-Fi, nor data or information that User may transfer through Internet navigation.
- Regarding the access and use of the Wi-Fi by the User, the service provider companies act as mere intermediary who provides to the User the technological means. Therefore, the service provider companies / Inditex Group does not assume any responsibility, whether direct or indirect, derived from misuse of the Wi-Fi by the User. The service provider companies / Inditex Group shall make reasonable efforts to verify the legality of the activities of the User while he/she uses the Wi-Fi. Nevertheless, as an absolute control of it is not possible, the User acknowledges and agrees to be solely responsible for the use of the Wi-Fi.
- The service provider companies / Inditex Group do not control, nor is Inditex Group responsible or liable for, data, content, services, or products (including software) that Users access, download, receive or buy via the Wi-Fi service. The Internet may provide access to content considered harmful to minors, or otherwise offensive or inappropriate. The service provider companies / Inditex Group are not responsible for blocking Users' access to such content. The service provider companies / Inditex Group may, but does not have to, block information, transmissions or access to certain information, services, products or domains to protect its network, the public, other third party's rights or its users. Therefore, messages and other content may be deleted before delivery. The service provider companies / Inditex Group are not a publisher of third party content accessed through the Wi-Fi Service and are not responsible for the content, truthfulness, and/or accuracy of the information available in the Internet or of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties, suppliers, expenses or proceedings carried out in the websites visited, as accessible through the Wi-Fi service. Users are responsible for paying all fees and charges of third party vendors whose sites, products or services Users access, buy or use via the Wi-Fi service as well as compliance with these Terms and Conditions and, where appropriate, with the Specific Terms and/or the Specific Conditions (or any other equivalent or similar internal rules or regulations), and with the ones of the websites visited by Users through the Wi-Fi service. If a User chooses to use the Wi-Fi service to access web sites, services or contents of third parties, such User's personal information may be available to the third-party provider. The way third parties handle and use a User's personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not that of the service provider companies /

Inditex Group. The service provider companies / Inditex Group have no responsibility for third party provider policies, or for the contents of their websites, or for compliance with them. If a User elects to download into such User's Device or otherwise enable any software, including any "client" designed to facilitate your access of the Wi-Fi service, such User shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to them for viewing as part of the log-in process for the Wi-Fi service as well as regarding any use or web browsing in any third party's web sites. Each User agrees to indemnify and hold harmless the service provider companies and the Inditex Group, and its suppliers, licensors or licensees, officers, directors, employees, agents and affiliates, from any claim, damage, cost or expense (including without limitation attorneys' fees and expenses) arising out of or related to a User's use of the Wi-Fi service, any materials downloaded or uploaded through the Wi-Fi service, any breach of any third party's rights or a breach of law or regulation, or any breach of these Terms and Conditions and/or, where appropriate, the Specific Terms. This section will not be construed to limit or exclude any other claims or remedies that the service provider companies / Inditex Group may assert under these Terms and Conditions or by law.

- Unless otherwise required by law, or unless otherwise expressly provided, Users expressly acknowledge and accept that the service provider companies / Inditex Group do not provide any guarantee or assurance whatsoever, whether express or implied, as to Wi-Fi connectivity or use, including, by way of an example and without limitation:
  - The availability and continuity of the operation of the Wi-Fi, and especially, but not exclusively, that Users may effectively have access to those sites on the Internet that they wish and are authorized.
  - The quality, inter-operability and functionality levels of Wi-Fi connection.
  - Non-Interruption, suspension or cancellation of Wi-Fi connection and use.
  - The suitability of Wi-Fi characteristics for a specific purpose.
  - The integrity, accuracy and/or currency of any content, service, product, text, graphic, link or any other elements incorporated to the web sites or other sites that Users may access during their use of the Wi-Fi service, as well as the results which may be achieved from such access and/or use of such web sites or of their contents during the Wi-Fi browsing.
  - Unauthorized access by third parties and change of details stored and transferred through the Wi-Fi service.
  - Freedom from viruses or other such elements which may result in changes to your software and hardware or to electronic documents and files stored in your software, hardware/connection device.
- The User acknowledges and agrees that the use of the Wi-Fi takes place, in any case, under their responsibility, therefore User shall adopt all those necessary measures in order to minimize the risks, including the adoption of the necessary security measures to guarantee antivirus and data recovery procedures. Therefore, unless the law states otherwise and exclusively with the measure and extension expressed on it, the service provider companies / Inditex Group do not guarantee or assume any responsibility regarding the access and use of the Wi-Fi by the User.

- The User acknowledges and accepts that the service provider companies / Inditex Group reserve the right to cancel/disable, without prior notice, such users registrations as it may deem fit, either for a definite period or for an indefinite period.
- User acknowledges and agrees that the service provider companies / Inditex Group may install, in their discretion, filters for the purpose of restricting certain access by Users via Wi-Fi service. The above mentioned does not imply, in any way, the obligation of the service provider companies / Inditex Group to control the uses made through the Wi-Fi, but the will of avoiding, if possible, that through the Wi-Fi actions or unlawful uses could be done, as well as actions or uses considered by the service provider companies / Inditex Group against these Terms and Conditions and, where appropriate, the Specific Terms.

## 6. PRIVACY POLICY (Privacy, Data Protection and Security Information)

### ○ **Registration:**

In order to use or be granted access to the Wi-Fi service, the service provider companies may ask their customers to install a certificate on their devices that will facilitate automatic connection to the networks each time they approach a Wi-Fi network in the Stores, and they are authorised to gather certain information regarding their Device or the browsing of Users during their connection and use of Wi-Fi service.

### ○ **Purposes of the Processing of Personal Data:**

The service provider companies may process personal data of such Users, and include such information into its files, for the following purposes:

- In connection with managing the Wi-Fi user profile, the service provider companies may gather and process details of the User in order to identify such User as an authorized User and to grant the User access to the Wi-Fi.

In some instances, it is necessary for us to process your personal information for the purpose of providing you with access to the Wi-Fi service and certain related functionalities. For example, in order to facilitate automatic connection to the Wi-Fi network, we will require the MAC address of your device to generate the digital certificate for installation.

- **Legal basis:** We need to use your data for **the execution of the Terms and Conditions governing the use of the Wi-Fi service in our Stores.**
- Internet browser control content: based upon standard use parameters, the service provider companies may gather and review the browsing of Users via Wi-Fi, in order to improve their experience, prevent, avoid and where appropriate, stop any proceedings contrary to the uses authorised in these Terms and Conditions by Users or by any third parties.

- **Legal basis:** We consider that we have a lawful interest in analyzing the usability of the Wi-Fi service, since we understand that the processing of this data helps us improve the user experience and offer a higher quality service.

○ **Retention Period:**

Regarding the identifier generated by the certificate installed on your device, we will retain it for as long as you are subscribed to this service. With respect to your connection data, we will retain it only for a period of 90 days.

○ **Data Protection Rights:**

At any time, Users may exercise their data protection rights (such as access, rectification, erasure, limit the processing or portability, as well as any other rights granted under applicable local data protection laws) by e-mail with the subject "WiFi store" to: [dataprotection@bershka.com](mailto:dataprotection@bershka.com), if you have connected to the BERSHKA Stores Wi-Fi network, [dataprotection@zara.com](mailto:dataprotection@zara.com), if you have connected to the ZARA Stores Wi-Fi network, [dataprotection@lefties.com](mailto:dataprotection@lefties.com) if you have connected to the LEFTIES Stores Wi-Fi network, [dataprotection@stradivarius.com](mailto:dataprotection@stradivarius.com), if you have connected to the STRADIVARIUS Stores Wi-Fi network, [dataprotection@massimodutti.com](mailto:dataprotection@massimodutti.com) if you have connected to the Massimo Dutti Stores Wi-Fi network, [dataprotection@oysho.com](mailto:dataprotection@oysho.com) if you have connected to the Oysho Stores Wi-Fi network, [dataprotection@pullbear.com](mailto:dataprotection@pullbear.com) if you have connected to the Pull&Bear Stores Wi-Fi network or [dataprotection@zarahome.com](mailto:dataprotection@zarahome.com) if you have connected to the Zara Home Stores Wi-Fi network. Where possible, include the description of the right you want to exercise, in order to permit the service provider companies to verify such identity, and where appropriate, to verify that you are a registered User.

E-mail of Data Protection Officer: [dataprotection@bershka.com](mailto:dataprotection@bershka.com),  
[dataprotection@zara.com](mailto:dataprotection@zara.com), [dataprotection@lefties.com](mailto:dataprotection@lefties.com),  
[dataprotection@stradivarius.com](mailto:dataprotection@stradivarius.com), [dataprotection@massimodutti.com](mailto:dataprotection@massimodutti.com),  
[dataprotection@oysho.com](mailto:dataprotection@oysho.com), [dataprotection@pullbear.com](mailto:dataprotection@pullbear.com) o  
[dataprotection@zarahome.com](mailto:dataprotection@zarahome.com).

Finally, we inform you that you have the right to file a claim before the responsible data protection **regulatory authority**, in particular with the authority of your country of residence indicated, where applicable, in the specific conditions below, or before the [Spanish Data Protection Agency \(https://www.agpd.es/portalwebAGPD/index-ides-idphp.php\)](https://www.agpd.es/portalwebAGPD/index-ides-idphp.php).

○ **Transfer to Third Parties:**

- The service provider companies / Inditex Group's performance of these Terms and Conditions is subject to existing laws and legal process, and nothing contained in these Terms and Conditions shall

waive or impede the service provider companies / Inditex Group's right to comply with law enforcement requests or requirements relating to a User's use of this Wi-Fi service or information provided to or gathered by the service provider companies / Inditex Group with respect to such use. These Terms and Conditions constitute the complete and entire statement of the terms, conditions and representations of the agreement between each User and the service provider companies / Inditex Group with respect to its subject matter and supersedes all prior writings and understanding.

- Where necessary for the fulfilment of these purposes, as well as the development or support of the Wi-Fi service, third party suppliers or other companies of Inditex Group may have potential access to the User's personal details (if any) on behalf of the service provider companies / Inditex Group, for example suppliers of technological services, in order to analyse the navigation made through the Wi-Fi service connection, or in order to provide our Users with support. The User acknowledges and accepts this access/disclosure includes those cases where for efficiency of the provision of the service provider company, may be located in and/or have access to the data from countries or territories outside the territory where the Users are located, as territories/countries within the European Economic Area, such as Spain or Ireland.

We may amend the information contained in this Privacy Policy section when we consider this appropriate. Should we do so, we will notify you by various procedures (for example, through a banner, a pop-up or a push notification). In any case, we suggest you to review this Privacy Policy from time to time in case minor changes are made or we make any interactive improvement.

## **7. NOTIFICATION OF COMPLAINTS, CLAIMS AND BREACHES**

Any complaints or recommendations you wish to make are welcome. Please send us comments and suggestions, as well as any query, complaint or claim to the means of contact specified in Annex I.

Where possible, please include all the information that could make it easier for the service provider companies to review, investigate or resolve such claim or complaint, verifying your identity in order to the service provider companies may check who you are, and where appropriate, that you are a registered User.

- Where any User or any third party should deem that there are facts or circumstances which may reveal any unlawful activity involving the use of the Wi-Fi service, such User or third party may contact the Information Security Department of the Inditex Group by sending an e-mail to: [cybersecurity@inditex.com](mailto:cybersecurity@inditex.com).

## **8. APPLICABLE LAW AND COMPETENT JURISDICTION**

- These General Terms and Conditions and the contractual relationship between the User and the service provider company shall be governed by the laws of the country in which the service provider company has its registered office. However, this shall not affect the User's rights under the mandatory provisions

of consumer protection law in their country of habitual residence, which shall prevail where they are more favorable to the User.

- For the resolution of any dispute arising from these General Terms and Conditions, the courts of the place where the service provider has its registered office shall have jurisdiction. This shall be understood without prejudice to any mandatory rules applicable to jurisdiction and shall not imply a waiver by the consumer of any right to jurisdiction under applicable law.

Date: 07/05/2026

### **SPECIFIC CONDITIONS BY COUNTRY**

#### **ALBANIA**

- **Data Protection Rights:** Finally, we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Spanish Data Protection Agency (<https://www.agpd.es/portalwebAGPD/index-ides-idphp.php>) and Albanian Commissioner for Information and Data Protection (<https://idp.al/ankohu/>).

#### **BELARUS**

- **Legal bases:** The Internet browser content control, under which the service provider companies may collect and review Users' browsing activity through the Wi-Fi network in order to prevent, avoid and, where appropriate, stop any actions that may be contrary to the uses authorised in these Terms and Conditions by Users or by third parties, will be carried out exclusively on the legal basis arising from the Terms and Conditions governing the use of the in-store Wi-Fi service, namely, the contractual relationship established between the User and the provider of the Wi-Fi service.
- **Data Protection Rights:** As per your data protection rights under Belarusian legislation, we inform you that Users have the following rights:
  - i. to receive information regarding the processing of their personal data, including: information about the data controller; confirmation as to whether their data is being processed; what data is being processed and the source from which it was obtained; the legal grounds and purposes of the processing; the retention period; as well as information about any processors or third parties involved in such processing.
  - ii. to receive information about the disclosure of their personal data to third parties, once per calendar year and free of charge.
  - iii. to request the complete termination of the processing of their personal data, including its deletion, where no legal grounds exist under the applicable legislation to justify its continued processing.
  - iv. to challenge the actions (or omissions) and decisions of the data controller before the competent authority responsible for the protection of personal data subjects' rights (National Center for Personal Data Protection), in accordance with the procedures established by the applicable legislation.

## BELGIUM

Your access to, and use of, this Wi-Fi service represents your agreement to these Terms and Conditions.

- **Data Protection Rights:** As per your data protection rights, we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Belgian Authority of Data Protection <https://www.dataprotectionauthority.be/citizen>

## BOSNIA AND HERZEGOVINA:

- For Bosnia and Herzegovina, the data controller is ITX BH d.o.o. Vrbanja br. 1, Poslovna kula, 6 sprat, Sarajevo the Inditex Group company registered in Bosnia and Herzegovina that operates the store where the Wi-Fi connection is established, as listed in Annex I, including its registered seat and contact details.
- **Data Protection Rights:** If you are located in Bosnia and Herzegovina, you have the right to lodge a complaint with the Agency for Personal Data Protection of Bosnia and Herzegovina (Agencija za zaštitu ličnih podataka Bosne i Hercegovine).

## CANADÁ

The following modifications and conditions shall only apply to Users using the Wi-Fi service in Canada.

1. Access and use of the Wi-Fi service in Canada is provided by ITX Canada, Ltd., d/b/a BERSHKA, ZARA, LEFTIES, STRADIVARIUS, MASSIMO DUTTI, OYSHO, PULL&BEAR, and ZARA HOME, with registered office at 1200 McGill College Avenue, Ste. 1910, Montreal, Canada H3B 4G7.
2. The fourth paragraph of the preamble of these Terms and Conditions are hereby deleted in their entirety and replaced with the following:

Before using this Wi-Fi service, please read these Terms and Conditions carefully. Your access to, and use of, this Wi-Fi service represents your agreement to these Terms and Conditions. The service provider companies and/or Inditex Group reserve the right to amend or modify, at any time, without any retroactive effects, save where an exception is justified, these Terms and Conditions, whose final version is available on the Stores websites. Your continued use of this Wi-Fi service confirms your acceptance of any changes; therefore, you should frequently review these Terms and Conditions to understand the terms and conditions that apply to your use. If you disagree with any changes made, we recommend that you not use the Wi-Fi service.

3. The first paragraph of Section 2 of the General Conditions is modified to include the following sentence at the end:

Your access and use of such restricted Wi-Fi functionalities will constitute your complete agreement to the Specific Terms governing such access and use, as set forth in the Specific Terms posted at the time of your access, and the Specific Terms will be, as the case may be, automatically incorporated into these Terms and Conditions.

4. Section 3 of the General Conditions is hereby modified by including the following paragraphs, which shall precede the rest of the language in the section:

To be granted access to the Wi-Fi service, service provider companies and/or Inditex Group may require that Users submit a registration form and provide certain personally identifiable information and/or contact details for such purposes, including their name, email address, and/or mobile phone number. All information provided by you to service provider companies and/or Inditex Group must be accurate and competent. Users will also be responsible for the actions of any third parties who access or use the Wi-Fi service under their name and associated contact information.

Should Users, during the registration process, provide any false, inaccurate, or incomplete details, or should service provider companies and/or Inditex Group have any reasonable grounds to suspect such information to be false, inaccurate, or incomplete, or contrary to law or contain material that, in service provider companies' and/or Inditex Group's judgment, is offensive or derogatory or violates generally accepted good practices, service provider companies and/or Inditex Group will be entitled to cancel such registration and deny any and all present and/or future access and use of the Wi-Fi service by such User.

5. Section 4 of the General Conditions is hereby modified by adding the following paragraph, which will come after the first paragraph of the Section:

- In the event that the service provider companies and/or Inditex Group provide a username and a password for the use of W-iFi service, Users acknowledge and agree that they are responsible for properly safeguarding and keeping confidential this username and password, and to use this username and password only for their own use. Users understand and agree that the sharing of the Wi-Fi service with another party breaches these Terms and Conditions and/or the Specific Terms and entitles the service provider companies and/or Inditex Group to terminate such service. Users agree that service provider companies and/or Inditex Group may access and store, if necessary as a preventative measure, information stored on such User's Device (such as drivers, software, etc.) to avoid or present misuse of the Wi-Fi service, troubleshoot issues related to the Device or network, enable, operate, and update the Wi-Fi service and software and investigate activity that may be in breach of these Terms and Conditions and, where appropriate, the Specific Terms or pursuant to applicable legal requirements.

6. Section 8 of the General Condition is hereby deleted in its entirety and replaced with the following:

These Terms and Conditions and/or, where appropriate, the Specific Terms, are governed by the internal substantive laws of Canada without regard to its conflict of laws principles. Jurisdiction for any claims arising under these Terms and Conditions and/or, where appropriate, the Specific Terms shall lie exclusively with the courts of Canada. To the fullest extent permitted by applicable law, no claim under these Terms and Conditions and/or, where appropriate, the Specific Terms, may be joined to any other claim, including any

legal proceeding involving any other User, and no class action proceedings will be permitted.

#### CHILE

- **Data Protection Rights:** Finally, we inform you of your right to file a complaint with the relevant data protection supervisory authority, in particular, with: The civil court on duty, corresponding to the registered address of Zara Chile S.A., pursuant to Article 16 of Law No. 19.628 on the Protection of Private Life".

#### CROATIA

- **Data Protection Rights:** We inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Croatian Personal Data Protection Agency (<https://azop.hr/>).

#### CZECH REPUBLIC

- **Data Protection Rights:** In connection with Article 6 above, we hereby inform you that in the case of a Controller from the Czech Republic, you have the right to file a claim with the relevant personal data protection authority, which in the Czech Republic is the Office for Personal Data Protection (<https://uouu.gov.cz/>).

#### DENMARK

- **Data Protection Rights:** If you are located in Denmark, you have the right to lodge a complaint with the Agency for Personal Data Protection of Denmark (Danish Data Protection Agency).

#### FINLAND:

- **Data Protection Rights:** We inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Office of the Data Protection Ombudsman (<https://tietosuoja.fi/en/home>)

#### FRANCE AND MONACO

The following modifications and conditions shall only apply to Users using the Wi-Fi service in France and Monaco.

- The term included in the T&C as 'service provider companies' should be understood in France as Operator."
- The fourth paragraph of the preamble of these Terms and Conditions is hereby deleted in its entirety and replaced with the following:

Before using this Wi-Fi service, please read these Terms and Conditions carefully. When using this Wi-Fi service, you are bound by these Terms and Conditions and the Privacy Policy. The service provider companies reserve the right to amend or modify these Terms and Conditions, whose final version is available on [https://static.zara.net/static/pdfs/UK/openwifi\\_terms/OpenWifi-Companies.pdf](https://static.zara.net/static/pdfs/UK/openwifi_terms/OpenWifi-Companies.pdf). It is your responsibility to read them periodically, as the Terms and Conditions at the time of using this Wi-Fi service shall be those that apply. If you disagree with these Terms and Conditions and with the Privacy Policy do not use the Wi-Fi service.

## 1. PURPOSE OF THESE GENERAL TERMS AND CONDITIONS

- The second paragraph is hereby deleted in its entirety and replaced with the following:

Your access to the Wi-Fi service is completely in the supervision and control of the Operator. Therefore, the access and use of the Wi-Fi service may be prevented, blocked, suspended, or terminated at any time by the Operator.

- The fourth paragraph is hereby deleted in its entirety and replaced with the following:

The Operator reserves the right to amend, at any time subject to a reasonable prior notice, the layout, configuration and/or access means to the Wi-Fi service.

## 4. RULES FOR WI-FI CONNECTION ACCESS AND USE:

- The first paragraph is hereby deleted in its entirety and replaced with the following:

The Wi-Fi service at the service provider companies' stores is provided "free of charge" as a value-added service to our customers. Internet connectivity and availability necessary for the Wi-Fi Service is provided by an independent provider. Each User acknowledges that the service provider companies and/or Inditex Group are not a distributor, internet services provider (ISP) or similar or related Internet services provider.

## INDIA

- **Processing of personal data of vulnerable group :** Before processing any personal data of a child / person with disability shall (i) obtain verifiable consent of the parent of such child / lawful guardian of person with disability; and (ii) observe due diligence, for checking that the parent is an adult who is identifiable by reference to — (a) reliable details of identity and age as available with the service provider company; or (b) details of identity and age, voluntarily provided — (i) by the individual; or (ii) through a virtual token mapped to such details and for checking that such guardian is appointed by a court of law, or by a designated authority or by a local level committee, under the law applicable to guardianship.
- **Retention Period:** The service provider company shall retain the personal data, associated traffic data and other logs of the processing for a period of three (3) years after which the service provider company shall cause the personal data and logs to be erased, unless further retention is required for compliance with any other law or notified by the Government.

## HONG KONG

- **Data recipients:** We share your data with service providers and collaborators within and/or outside Hong Kong that support us in sending information, and we do so with appropriate guarantees while preserving the security of your data.

## HUNGARY

- **Data Controller:** The data controller responsible for processing your personal data is the service provider company specified in Annex I that manages the physical store in Hungary where you have connected to the Wi-Fi service.

- **Supervisory authority:** You have the right to lodge a complaint with the Hungarian Data Protection and Freedom of Information Authority (NAIH) as the competent authority in Hungary, or another data protection supervisory authority in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of personal data relating to you infringes the GDPR.

**Contact details of the NAIH:**

- postal address: Hungary, 1363 Budapest, Pf.: 9.;
- address: Hungary, 1055 Budapest, Falk Miksa utca 9-11.
- phone: +36 1 391-1400;
- fax: +36 1 391 1410;
- e-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)
- website: [www.naih.hu](http://www.naih.hu)

- **Complaints handling in Hungary**

- i. **Complaint submission**

Users in Hungary have the right to lodge complaints regarding the Wi-Fi service.

Complaints may be submitted:

- In person: At the store where you accessed the Wi-Fi service;
- By telephone: +36 80 982 544
- In writing: By post, or e-mail to [openWiFi@inditex.com](mailto:openWiFi@inditex.com).

We will investigate the complaint and remedy it as necessary and will respond to the complaint within 30 days.

- ii. **Dispute resolution**

- If you perceive a violation of your consumer rights, you are entitled to file a complaint with the consumer protection authority having jurisdiction over your place of residence. The contact details of the consumer protection authority (in Hungary) can be found on the website <https://nkfh.gov.hu/en>
- You may also resort to and initiate proceedings before the conciliation body having jurisdiction over your place of residence or habitual residence. The contact information for the conciliation bodies (in Hungary) is available at: <http://www.bekeltetes.hu/index.php?id=testuletek>

## **JAPAN**

If the User accesses and uses the Wi-Fi service in Japan, the following provisions shall apply and prevail in the event of any inconsistency, solely with respect to such use in Japan:

- **Restriction on the liability limitation clause:** Notwithstanding any provisions to the contrary in these Terms and Conditions (including, without limitation, the section titled "5. WARRANTIES AND LIABILITIES"), the service provider companies / Inditex Group are liable for damages incurred by you up to the amount paid by you to us within JPY [10,000], unless such damages are attributed to our willful misconduct or gross negligence.

#### KOSOVO

- **Data Protection Rights:** we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Kosovo Information and Privacy Agency (<https://aip.rks-gov.net>)

#### LUXEMBOURG

Your access to, and use of, this Wi-Fi service represents your agreement to these Terms and Conditions.

- **Data Protection Rights:** As per your data protection rights, we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Luxembourgish National Commission of Data Protection (CNPD) <https://cnpd.public.lu/fr.html>

#### MONTENEGRO

- **Data Protection Rights:** we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Montenegrin Agency of Personal Data Protection (<https://www.azlp.me/>).

#### MACAU

- **Data recipients:** We share your data with service providers and collaborators within and/or outside Macau that support us in sending information, and we do so with appropriate guarantees while preserving the security of your data
- **Transfer to Third Parties:** Cross-border transfers of Personal Information will be made in accordance with applicable laws and regulations. The User consents to the transfer of the User's personal details/information to such third-party suppliers or other companies of Inditex Group who, pursuant to Section 6 of the Terms and Conditions, may have potential access to the User's personal details.

#### NORTH MACEDONIA

- **Data Protection Rights:** we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Personal Data Protection Agency in North Macedonia, having address at Blvd. "Goce Delcev" 18, 1000 Skopje, Republic of North Macedonia, having website: <https://azlp.mk/>.

#### NORWAY

- **Data Protection Rights:** we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before de Datatilsynet (<https://www.datatilsynet.no/en/>)

## SERBIA

- **Data Protection Rights:** we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Commissioner for Information of Public Importance and Personal Data Protection (<https://www.poverenik.rs/>)

## SLOVAKIA

- **Applicable Data Protection Legislation:** The processing of personal data in connection with the Wi-Fi service provided in Stores located in Slovakia is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – "GDPR"), as well as by Act No. 18/2018 Coll. on the Protection of Personal Data, as amended from time to time, and any other applicable Slovak data protection legislation.
- **Data Protection Rights:** Finally, we inform you that you have the right to file a claim before the responsible data protection regulatory authority, in particular, before the Office for Personal Data Protection of the Slovak Republic.

## SLOVENIA

- **Right to file a complaint with competent data protection authority:** If you consider that the processing of personal data relating to you infringes the GDPR and data protection law, you have the right to file a claim before the Slovenian data protection authority: Informacijski pooblaščenec, Dunajska cesta 22, 1000 Ljubljana, email: [gp.ip@ip-rs.si](mailto:gp.ip@ip-rs.si), telephone: 01 230 97 30, website: [www.ip-rs.si](http://www.ip-rs.si)).
- **Data Protection Rights:** Notwithstanding the general provisions of indent titled Data Protection Rights of Point 6. of the Terms and Conditions, the last sentence for Slovenia shall read
- Where possible, please include a description of the right you wish to exercise and information enabling us to identify you (e.g., the email address or other details used for Wi-Fi registration). We may request additional information where we have reasonable doubts regarding your identity, and to the extent necessary to verify your identity and, where applicable, your registered User status, in accordance with Article 12(6) GDPR.

## SOUTH AFRICA

- **Data Protection Rights:** You have a right to lodge a complaint with the responsible data protection regulatory authority, in particular, the South African Information Regulator (<https://infoforegulator.org.za/contact-us/>).

## UNITED STATES

- Access and use of the Wi-Fi service in the United States is provided by Zara USA, Inc., Massimo Dutti USA, Inc, and ITX USA, LLC d/b/a Bershka.

- Data Controller Identification and Data Sharing:** The data controller responsible for processing your personal information is the company belonging to the Inditex Group that manages the physical store whose Wi-Fi network you have connected to (the “Data Controller”). A detailed list of the companies responsible for each store, including their contact details, can be found here [https://static.zara.net/static/pdfs/UK/openwifi\\_terms/OpenWifi-Companies.pdf](https://static.zara.net/static/pdfs/UK/openwifi_terms/OpenWifi-Companies.pdf). Authentication occurs centrally through our data processor. No personal data is shared between the Inditex entities. Only the processor verifies the digital certificate installed on your device, and the local store’s internet provider then grants access. The managing Inditex entity of each store operates as independent Data Controllers and thus no data is shared between controllers. Additionally, third-party service providers (such as technology and infrastructure providers) may have access to your personal information on behalf of the service provider companies solely to support, develop, and maintain the Wi-Fi service on behalf of the relevant controller. The categories of data collected, the scope of data sharing, the purpose of sharing, and the legal basis for processing are further detailed in Section 6 (“Privacy Policy”) of these General Terms and Conditions. In the event that the Inditex Group entity and/or service providers provide a username and password for the use of Wi-Fi service, Users acknowledge and agree that they are responsible for properly safeguarding and keeping confidential this username and password, and to use this username and password only for their own use. Users understand and agree that the sharing of the Wi-Fi service with another party breaches these Terms and Conditions and/or the Specific Conditions for the United States and entitles the Inditex Group entity and/or service providers to terminate such service.
- Automatic Wi-Fi Connection and Right to Opt Out:** By clicking “Accept,” accepting these Terms and Conditions, and installing the digital certificate on your Device, you provide explicit, affirmative consent to (i) the collection and use of your personal information for the purposes described in the Terms and Conditions, (ii) automatic Wi-Fi connection functionality across all participating Store locations globally, and (iii) the sharing of your information with other Inditex entities as required to provide this functionality. This means your Device will automatically connect to the Wi-Fi network whenever it is within range of any participating Store, and you acknowledge that this automatic connection involves the ongoing collection of certain device-specific identifiers (such as MAC address, IP address, authentication logs, and location-related connection data) necessary to securely provide the service. A persistent in-connection banner or notice will display each time your Device connects, containing a link to the global Terms and Conditions. You retain the right to opt out of the automatic Wi-Fi connection at any time by removing the installed digital certificate from your Device or by using the opt-out method described in Section 6. Once you opt-out, automatic connection will no longer be enabled for your Device.
- State Privacy Rights:** In addition to the rights set forth in the General Terms and Conditions, residents from the U.S. states with comprehensive privacy laws have certain additional rights. You can exercise those rights by submitting a request through our [form](#). In the alternative, you can call us at 1-855 635 9272 or email us at [privacy.us@zara.com](mailto:privacy.us@zara.com). Those rights are listed below:

  - Right to Know/Access:** You may request access to your personal information that we collect and process.
  - Right to Delete:** You may request deletion of your personal information, subject to lawful exceptions.

- **Right to Opt Out of Sale or Sharing (where applicable):** You have the right to opt out of the sale or sharing of your personal information. We do not sell your personal information for monetary or other valuable consideration. If personal information is shared with third parties, you may opt out by contacting us as described in Section 6 ("Privacy Policy").
- **Right to Correct (where applicable):** You may request correction of inaccurate personal information.
- **Right to Non-Discrimination:** You will not be discriminated against for exercising any of your privacy rights.
- **Retention:** Your personal information will be retained only for as long as reasonably necessary to fulfill the purposes described in these Terms and Conditions or as otherwise required by law. Specific retention periods or the criteria used to determine them are described in Section 6.
- **Notice of Changes:** If the Terms and Conditions are updated, you will be notified via email and will be asked to provide renewed consent before automatic connection continues. The persistent banner displayed during Wi-Fi connection will also indicate that changes have been made and will provide an updated link to the revised Terms. Your continued use of this Wi-Fi service confirms your acceptance of any changes; therefore, you should frequently review these Terms and Conditions to understand the terms and conditions that apply to your use. If you disagree with any changes made, we recommend that you not use the Wi-Fi service.
- **Governing Law:** The Terms and Conditions and/or, where appropriate, the Specific Conditions for the United States, are governed by the internal substantive laws of the United States without regard to its conflict of laws principles. Jurisdiction for any claims arising under the Terms and Conditions and/or, where appropriate, the Specific Conditions for the United States shall lie exclusively with the courts of the United States. To the fullest extent permitted by applicable law, no claim under the Terms and Conditions and/or, where appropriate, the Specific Conditions for the United States, may be joined to any other claim, including any legal proceeding involving any other User, and no class action proceedings will be permitted.
- **Supplemental Disclosures:** Below are the categories of personal and sensitive personal information the Data Controller collects from Users. For each category of personal or sensitive personal information, the business or commercial purposes for which the information was collected, and the retention period of such information is indicated.

| <b><i>Category of Personal Information</i></b> | <b><i>Collected for the Following Purposes</i></b> | <b><i>Retention Period</i></b>                   |
|------------------------------------------------|----------------------------------------------------|--------------------------------------------------|
| Identifiers (such as MAC address, Username,    | We may use this information for any of the         | Regarding the identifier generated (username) by |

|                                           |                                                                                         |                                                                                                                                                                                                      |
|-------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| authentication logs, and connection data) | purposes described in Articles 2 and 3 above and Section 6 of the Terms and Conditions. | the certificate installed on your device, we will retain it for as long as you are subscribed to this service. With respect to your data connection, we will retain it only for a period of 90 days. |
|-------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| <b><i>Category of Sensitive Personal Information</i></b> | <b><i>Collected for the Following Purposes</i></b> | <b><i>Retention Period</i></b> |
|----------------------------------------------------------|----------------------------------------------------|--------------------------------|
| No sensitive data is processed in the WiFi service.      | N/A                                                | N/A                            |