

## **TERMS AND CONDITIONS OF PURCHASE**

### **ZARA ONLINE SHOP**

#### **1. INTRODUCTION**

This document (along with any documents mentioned herein) sets out the terms and conditions governing the use of this website ([www.zara.com](http://www.zara.com)) and the purchase of items through this website (the “Terms and Conditions”).

Please read these Terms and Conditions, our Cookies Policy and our Privacy Policy (collectively the “Data Protection Policies”) carefully before you start using this website. By using this website or placing an order through it, you agree to be bound by these Terms and Conditions and by the Data Protection Policies. If you do not agree, you must not use this website.

These Terms and Conditions may be amended. It is your responsibility to read them at regular intervals, as the Terms and Conditions in force at the time of the formation of the Contract (as defined below) are the applicable ones.

If you have any questions concerning the Terms and Conditions or the Data Protection Policies, you can contact us using the live chat channel or through our social media profiles on Facebook (ZARACARE) and Twitter (@ZARA\_CARE).

The Contract (as defined below) may be performed, at your request, in any of the languages in which the Terms and Conditions are available on this website.

#### **2. OUR DETAILS**

Sale of goods through this web page is carried out under the trademark ZARA by “ITX HELLAS SINGLE MEMBER S.A.”, a Greek company with registered address at 59 Stadiou Street, Athens, Greece, with Tax Identification Number 094352564, Athens Tax Office for Commercial Companies.

#### **3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE**

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

#### **4. USE OF OUR WEBSITE**

When you use this website and place orders through it, you agree to:

- i. Use this website to make legally valid enquiries and orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the pertinent authorities.
- iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order.

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

## **5. SERVICE AVAILABILITY**

Items offered through this website are only available in Greece (excluding the Holy Mountain on Athos Peninsular).

If you wish to order items via this website from an EU member state other than Greece, you are welcome to do so. However, the items ordered can only be delivered to a ZARA store or to an address in Greece.

## **6. HOW THIS CONTRACT IS FORMED**

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, rather an invitation to treat. There shall be no contract between you and us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been charged, the amount of the same shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click "Authorize Payment". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). Keep in mind that this does not mean that your order has been accepted, since it constitutes an offer that you are making to us to buy one or more products. All orders are subject to our approval, which you will be informed of via an e-mail in which we will confirm that the order is being sent (the "Shipment Confirmation"). The contract between us to buy a product (the "Contract") shall be formalized only when we send you the Shipment Confirmation.

Only the products listed in the Shipment Confirmation shall be subject to the Contract. We are not obliged to provide you with any other product that has not been ordered until we confirm that these have been sent in a Shipment Confirmation.

## **7. AVAILABILITY OF THE PRODUCTS**

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

## **8. REJECTION OF AN ORDER**

We reserve the right to withdraw any items from this website at any time and/or remove or edit any material or content on this website. Although we make every possible effort to process all orders placed with us, exceptional circumstances may arise in which we may need to refuse to process an order after we have already sent you an Order Confirmation, which we reserve the right to do at any time at our complete discretion.

We accept no liability towards you or towards any third party for the withdrawal of any items from this website or for the removal or editing of any material or content on this website or for refusal to process or accept an order after we have sent you an Order Confirmation.

## **9. DELIVERY**

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

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

As for the virtual gift card, we will deliver it on the date indicated by you when placing the order.

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

For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you other than the carrier acquires physical possession or control of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address. The virtual gift card will be considered delivered as set out in the Terms of Use of the gift card and, in any case, at the time of sending this to the email address specified by you.

## **10. INABILITY TO DELIVER**

If we are unable to deliver your order to you, we will try to find a safe place to leave your parcel. We will also leave a note explaining where your order is and what you have to do to collect it. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another day.

If the order still could not be delivered after 30 days from the point at which your order is available for delivery and for reasons for which we are not to blame, we will assume that you wish to cancel the Contract and the Contract will be deemed as terminated. As a result of the termination of the Contract, we will return all payments received from you including delivery charges (except for any additional delivery charges resulting from your choice of a delivery method other than the basic and least expensive method offered) as quickly as possible and, at any rate, within 14 days of the date that the Contract was terminated.

Please note, however, that carriage resulting from termination of the Contract may involve a higher cost, which we are entitled to charge you.

This clause does not apply to the virtual gift card, the delivery of which shall be governed by the Terms of Use of the Gift Card and the terms of Clause 9 above.

## **11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS**

The product risks shall be your responsibility from the moment when you or a third party indicated by you other than the carrier acquires physical possession or control of the goods.

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

## **12. PRICE AND PAYMENT**

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

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

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees. The content of the Shopping Guide constitutes an integral part of these Conditions.

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

Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the cards Visa, Mastercard, American Express and PayPal.

Also, you can pay all or part of the price of your purchase with a gift card or a voucher issued by ITX HELLAS SINGLE MEMBER, S.A.

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

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

You can also pay all or part of the value of your order with a gift card or credit voucher, which can be issued by ITX HELLAS SINGLE MEMBER S.A.

When you click "Authorize Payment", you are confirming that the credit card is yours, or you are the rightful holder of the gift card or the voucher.

Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalize any Contract with you.

#### Orders via online devices available in stores and how to pay for these orders

If you place an order through one of the electronic devices available for this purpose in ZARA shops in Greece, you must follow the purchasing procedure steps that appear on the device by completing or verifying the information requested at each step. You can modify the details of your order during the purchase procedure, before the payment stage. You must choose the payment method and whether or not you want a gift receipt (if this option is available) before submitting your order definitively. Please note that at the time you click on the "Payment Approval" button on the device's screen, your order becomes binding and you are obliged to pay for it.

Payment can be made with Visa, Mastercard and American Express credit cards, and the above formalities apply for validating and approving your card. You also have the option to pay for your order at the store's cash desk, in which case payment can be made using all forms of payment that are available at the store.

### **13. BUYING GOODS AS A GUEST**

The functionality of buying goods as a guest is also available on this website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

### **14. VALUE ADDED TAX**

All purchases made through this website are subject to Value Added Tax (VAT) in accordance with current regulations and legislation.

For the purpose of VAT, the place of supply in accordance with Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax is the Member State in which the address to which the items are to be delivered is located and the VAT must be applied at the rate in force in each Member State in which the items are to be delivered according to the orders placed.

Based on the applicable rules and the legislation of each jurisdiction, the "reverse charge" rule (Article 194 of Directive 2006/112) may apply to items for delivery in certain Member States of the European Union where the customer is or is required to be taxed for the purposes of VAT. In that case, we will not charge VAT, subject to confirmation by the consignee that the VAT charged on the items supplied will be paid by the customer under the reverse charge procedure.

## **15. RETURN POLICY**

### **15.1 Legal right of withdrawal**

#### Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract (except for those products mentioned in clause 15.3 below, for which the right to withdraw is excluded) within 14 calendar days, without giving any reason. The return of the gift card is governed by the Terms of Use of the Gift Card.

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

To exercise the right of withdrawal, you may notify us at the address mentioned in clause 2 above, or by writing to our live chat channel, of your decision to withdraw from this Contract by an unequivocal statement (e.g. a letter sent by post). You may use the model withdrawal form as set out in the Annex attached hereto, but it is not obligatory.

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

#### Effects of withdrawal

If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any fees as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back or deliver the goods or hand them over to us at any ZARA store in Greece, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you send back the goods before the period of 14 calendar days has expired.

Unless you hand the goods over in a ZARA store in Greece or you return the goods by Courier arranged by us, you shall bear the direct cost of returning the goods.

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

## **15.2 Contractual right of withdrawal**

In addition to the legally recognized right to cancel for consumers and users, mentioned in clause 15.1 above, we grant you a period of 30 calendar days from the Shipment Confirmation to return the products (except those mentioned in clause 15.3 below, for which the right to cancel is excluded).

The return of the gift card is governed by the Terms of Use of the Gift Card.

In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will be reimbursed, only, with the amount paid for said products. In case you do not choose any of the free return methods, mentioned in clause 15.3, you will bear the direct costs of returning the product.

You may exercise your right of withdrawal in accordance with the provision of clause 15.1 above, however should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Shipment Confirmation.

## **15.3 Common provisions (for both forms of withdrawal)**

You shall not have the right to cancel the Contract when it is for the delivery of any of the following Products:

- Customized items
- Music CDs/DVDs without their original wrapping.
- Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them. No reimbursement will be made if the product has been used more than just opening it, for products that are not in the same condition as when they were delivered or when they have been damaged, so take care of the product(s) while in your possession. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the ticket which you will have received when the product was delivered. You will find a summary on exercising this cancellation right when you receive the order.

Upon cancellation, the respective products shall be returned as follows:

- a) Returns at any ZARA store

You may make returns of any product at any ZARA store in Greece, which has the same section, to which the product(s) you wish to return belongs to. In such case, you should visit the store and return the product along with the fully completed ticket, you received with the delivery.

Returns of products ordered via electronic devices available in shops and paid at the shop's cash desk.

Please note that with regard to orders placed via an electronic device at one of ZARA shops in Greece and paid for at the store's cash desk, the return of the products can only be made at ZARA shops in Greece and not in the manner directly below 'b' or in any other way .

#### b) Returns via Courier

When returning the product(s) via courier arranged by us, you should contact us, on our contact form, in order to let us arrange for the product to be collected. You should send the product in the same package received by following the instructions mentioned in the "RETURNS" section of this website. If you made your purchase as registered user: Log in with your username and password. You can make a return request from the order details screen. If you have bought any goods as a guest, you may request returns by Courier by clicking on the link that appears in any of the emails we have sent you about your order. Neither of the above options will entail any additional cost to you.

Where you would not wish to use neither of the free return methods available, you will bear the return costs. Please keep in mind that if you wish to return the product(s) in any other way, we have the right to charge you any costs incurred in such return.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risk of returning the products to us, as indicated above.

If you have any questions, you can contact us using the live chat channel or through our social media profiles on Facebook (ZARACARE) and Twitter(@ZARA\_CARE).

#### **15.4 Returns of defective products**

In the cases in which you consider that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately using the live chat channel or through our social media profiles on Facebook (ZARACARE) and Twitter(@ZARA\_CARE), providing the product details and the damage sustained, where we will indicate what you need to do.

You can return the product at any of our ZARA stores in Greece or by delivering it to a Courier who we will send to your home. You must return the product together with the ticket that you will receive with the product when it is delivered.

We will carefully examine the returned product and will notify you by e-mail within a reasonable period if the product may be refunded or replaced (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming the that refund or replacement of the product is going ahead.

The amounts paid for the products returned due to any damage or defect, when it actually exists, will be reimbursed in full, including the delivery costs related to sending the article and the costs to you for returning it to us. The refund shall be paid by the same payment means you used to pay from the purchase.

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



### **15.5. Right of cancellation and return of items ordered from abroad**

If you have ordered items through this website from a Member State of the European Union other than Greece, the above information on returns applies with the restriction that returns by courier arranged by us can only be from the original address in Greece to which the item was delivered.

Please also be advised that we are under no obligation (other than in the case of defective items, to which this clause does not apply) to pay shipping costs where the item is returned from a place other than the original delivery address or the cost of returns outside of Greece.

### **16. CUSTOMIZED PRODUCTS (ZARA EDITED)**

This website allows you to customise certain items by selecting your own texts and characters or by self-configuring an item measurements. You will find more information about this service in the Shopping Guide.

Please bear in mind that, due to technical issues or other matters outside our control, the colours, textures and actual sizes (except where an specific measurement is precisely the customization selected by you) may differ to those shown on screen. Please also be aware that because these are customised garments, they cannot be returned or exchanged. You guarantee that you are authorised to use the texts and other elements that form part of the customisation of the products. Although we reserve the right to refuse your customisation or cancel orders for customised products for failure to comply with these conditions, you will be solely responsible for the customisation requested. We may refuse your customisation, or cancel orders for customised products, if the customisation includes or consists of inappropriate content, property belonging to third parties, or other illicit material. We assume no responsibility for, and we undertake no obligation to verify, the texts or other elements included in the customisation created by users of this service. We do not guarantee the lawfulness of said texts or other elements, and we therefore take no responsibility for any loss and/or damage arising for any user(s) and/or third parties (whether these are individuals or public or private bodies) directly or indirectly derived from the customization of a product or that have any direct or indirect relation to such customization and products.

### **17. LIABILITY AND WAIVING LIABILITY**

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

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

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

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

- i. loss of income or sales;
- ii. loss of business;
- iii. loss of profits or contracts;
- iv. loss of forecast 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 in storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied guarantees on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in this website, (ii) are fit for the purposes for which goods of the kind are normally used and (iii) show the quality and performance which are normal in goods of the same type and can which can reasonably be expected. To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favor of consumers and users.

The products that we sell, especially artisan products, often have the characteristics of the natural materials used in manufacturing them. These characteristics, such as variations in grain, texture, knots and color, may not be considered defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

The provisions in this clause shall not affect your rights as a consumer and user, nor your right to cancel the Contract.

## **18. INTELLECTUAL PROPERTY**

You recognize and agree that all copyrights, registered trademarks and other intellectual property rights to the materials or contents provided as part of the website belong to us at all times or to those who grant us license for their use. You may use said material only to the extent that we or the usage licensors authorize it expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or Contact details.

## **19. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

## **20. LINKS ON OUR WEBSITE**

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

## **21. WRITTEN COMMUNICATION**

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

## **22. NOTICES**

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 21 above and unless otherwise stipulated we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

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

## **23. TRANSFER OF RIGHTS AND OBLIGATIONS**

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

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

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

## **24. EVENTS OF FORCE MAJEURE**

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

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

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

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

## **25. WAIVING OF RIGHTS**

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

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

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

## **26. PARTIAL INVALIDITY CLAUSE**

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

## **27. ENTIRE AGREEMENT**

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

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

Neither you nor ourselves shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

## **28. OUR RIGHT TO MODIFY THESE CONDITIONS**

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

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

## **29. APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and the product purchase contracts through said website shall be governed by Greek legislation.

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

If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognized in any applicable legislation in effect.

## **30. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send us all comments and suggestions via our online contact form.

If you as a consumer consider that your rights have been breached, you may address your complaints to us either by contacting us through our live chat channel or through our social media profiles on Facebook (ZARACARE) and Twitter (@ZARA\_CARE).

If you have made an online purchase via our website, we hereby inform you in accordance with the European Regulation (EU) No. 524/2013 that you are entitled to pursue a settlement regarding a consumer dispute out of court via the Online Dispute Resolution Platform, which is accessible at <http://ec.europa.eu/consumers/odr/>.

Last updated on 01/06/2021

## ANNEX

### Model withdrawal form

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

To "ITX HELLAS SINGLE MEMBER, S.A.", operating under the trademark "ZARA", address: 59, Stadiou str, Athens, Greece.

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

Ordered on/received on (\*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date

(\*) Delete as appropriate