

Terms and conditions of use, service, and purchase

Terms & conditions applicable for purchase through the ZARA website/app

Applicable as of September 1, 2023

(Before the change:)

6. REFUSAL OF ORDER

Any items, materials or contents posted on the website/app may be withdrawn from the website/app, deleted therefrom or edited without prior notice. Whilst our company shall make its best efforts to always process all orders placed by you, there may occur exceptional circumstances where we may need to refuse to process your order after our company has sent you an order confirmation; our company shall withhold the right to do so at its sole discretion. For withdrawing items posted on the website/app, deleting therefrom or editing materials or contents as well as refusing your order after our company has sent an order confirmation, irrespective of whether the item was already sold or not, our company shall not be responsible at all to you or any other third parties.

(After the change:)

6. REFUSING, RESRICTING OR CANCELLING YOUR ORDER

Any items, materials or contents posted on the website/app may be withdrawn from the website/app, deleted therefrom or edited without prior notice. Whilst our company shall make its efforts to always process all orders placed by you, there may occur exceptional circumstances where our company may need to refuse to process your order after our company has sent you an order confirmation; our company has the right to refuse the order at its sole discretion. For withdrawing items posted on the website/app, deleting therefrom or editing materials or contents as well as refusing your order after our company has sent an order confirmation, irrespective of whether the item was already sold or not, our company shall not be responsible at all to you or any other third parties.

If our company judges that your case in question falls under the category of either one of the following items or otherwise, if our company reasonably judges that your case in question is inappropriate, our company shall be able to restrict the number of respective products, restrict the total number of products per your order, restrict how you pay for your order, restrict how you use the website/app to purchase our products or take appropriate measures such as refusing your order. Furthermore, our company shall not be responsible for such measures at all and shall not be required to compensate you for such measures at all. If you have already paid for your purchase, our company shall refund you in accordance with your payment method when you purchased our product(s).

- When you have committed acts which violate applicable laws and regulations, the Terms and conditions of use, service and purchase, the principle of faith and trust and / or public order and morality;
- When you have tried to purchase our products not for your personal consumption (including, but not limited to, the following)
 - 1) For the purpose of distribution / resale,
 - 2) Ordering, settling, delivering or returning products whose number excessively exceeds the number of products required for usual personal consumption.
 - 3) When you have used either one of the following methods to purchase products through the website/app (including, but not limited to, manners which cannot be regarded as a personal purchase),
 - a. Without reasonable reasons, when you use multiple accounts with the same, similar, or false or fictitious receiver's address, or
 - b. Without reasonable reasons, when you use multiple and different accounts with the same receiver's phone number, payment account, receiver or IP address,
- When you have committed either one of the following acts, affecting the normal operation and trading order of the website/app (but not limited to them)
 - 1) In order to bypass purchase limits and get discounts and other benefits, when you use technology and other methods with malice in order to register multiple and different accounts and, for example, place orders,
 - 2) When you use automatic purchase software or similar tools to place multiple orders or repeatedly purchase or return products,
 - 3) When you conduct such actions as repeatedly purchasing a lot of products, returning, exchanging and/or getting refunds on products excessively through a single account or multiple related accounts (the same, similar or fictitious receiver's address, the same receiver's telephone number, payment account, receipt or IP address, etc.),
 - 4) When you act to return products which our company doesn't sell, or
 - 5) When you return fake products.
- When you conduct an action which may adversely affect the security of the website/app.

Terms and conditions of use, service and purchase

Terms & conditions applicable for purchasing products through the ZARA website/app

1. INTRODUCTION

The terms and conditions of use, service, and purchase (which shall include documents referred to therein, and shall be referred to as the “terms and conditions of use, service, and purchase”) shall define terms and conditions applicable to the use of our company’s website/app (hereinafter referred to as the “website/app”) and the sales and purchases of products through the website/app. The terms and conditions of use, service, and purchase shall define the rights and obligations of all users who use ZARA’s services, which are provided by the website/app or other websites / apps which are redirected by its links and purchase products (hereinafter referred to as “customers”). When you use the website/app or before you click the “Complete order” button to confirm your order, read carefully what the terms and conditions of use, service, and purchase and our privacy policy describe in detail. When you place your order through the website/app, it shall be deemed that you have agreed to provisions of the terms and conditions of use, service, and purchase and the privacy policy. If you do not agree to individual provisions defined in the terms and conditions of use, service, and purchase and the privacy policy, do not use the website/app.

The terms and conditions of use, service, and purchase are subject to change. Therefore, every time when you place your order through the website/app, make sure that you check what the terms and conditions of use, service, and purchase describe.

To get information about the terms and conditions of use, service, and purchase and the privacy policy, check information shown on the website/app or use the inquiry form. ITX Japan Corporation operates the website/app.

2. USE OF AND ORDER THROUGH THE WEBSITE/APP

The terms and conditions of use, service, and purchase shall define terms and conditions applicable to how you use the website/app and your sales and purchases through the website/app and shall be formed as a legally binding contract which shall define rights and obligations between our company and you (its customer). If you place your order through the website/app, it shall be deemed that you as its customer have read all provisions of the terms and conditions of use, service, and purchase and agreed to them with no reservation.

For your use of the website/app and your order through the website/app, you as its customer agree to the following respective items.

- a. You shall use the website/app as long as you legitimately make an inquiry and appropriately place an order.
- b. You shall not place any false, uncertain or unfair order. If your order is reasonably judged to be such a false, uncertain or unfair one, our company may cancel your order in question and notify the relevant authorities accordingly as required.
- c. You shall provide your correct e-mail address, postal address and other contact details. Should our company need to contact you as its customer, it shall use information provided by you as its customer, and you as its customer shall agree to the above (refer to the privacy policy).
- d. If you don’t provide all the information our company needs to confirm your order, our company’s procedure to process your order may not be completed.
- e. If you place your order through the website/app, you as its customer shall be deemed to have stated that you are not younger than 20 years old, and have the legal ability to conclude a binding contract.

3. ITEMS AND SERVICES OFFERED

Items and services offered by the website/app are only available in Japan.

4. FOR YOUR CONTRACT TO BE FORMED

Information items described in the terms and conditions of use, service, and purchase and their details posted on the website/app are not our company’s offers for sale, but rather our company’s invitation for you to order and purchase items. A contract between our company and you as its customer shall only be formed when our company explicitly accepts your order, and for any items and services, if you simply order them, no contract between you and our company shall be formed. If our company doesn’t accept your order but your payment has already been withdrawn from your account, our company shall return the amount of your withdrawn payment to you.

In accordance with our company’s online purchase process, you may click the “Complete order” button to place your order. After you have placed your order, you will receive an e-mail, confirming that our company has received your order (hereinafter referred to as an “order confirmation”). This order confirmation shall not mean that your order has been accepted, but rather that you have proposed to purchase items from our company through your order. Any order shall require our company’s acceptance, and our company shall send to you an e-mail that shall confirm that items you ordered are delivered (hereinafter referred to as “item delivery confirmation”) to indicate that our company has accepted your order. A contract between you and our company for you to purchase items you have ordered (hereinafter referred to as a “purchase contract”) shall be deemed to be formed when associated item delivery confirmation is sent to you.

A purchase contract shall only be formed for items describe in an associated item delivery confirmation e-mail. For out of those you have ordered, items whose item delivery confirmation is not done yet, our company shall not be responsible for providing them, accepting your order for them or delivering them until item delivery confirmation for them is made.

5. AVAILABILITY OF ITEMS

All your orders shall depend on whether items you have ordered are available or not. For items whose supply is difficult, or which is out of stock, our company shall not accept your orders for them, and if you have already paid for them, our company shall refund you the amount paid by you.

6. REFUSING, RESTRICTING OR CANCELLING YOUR ORDER

Any items, materials or contents posted on the website/app may be withdrawn from the website/app, deleted therefrom or edited without prior notice. Whilst our company shall make its efforts to always process all orders placed by you, there may occur exceptional circumstances where our company may need to refuse to process your order after our company has sent you an order confirmation; our company has the right to refuse the order at its sole discretion. For withdrawing items posted on the website/app, deleting therefrom or editing materials or contents as well as refusing your order after our company has sent an order confirmation, irrespective of whether the item was already sold or not, our company shall not be responsible at all to you or any other third parties.

If our company judges that your case in question falls under the category of either one of the following items or otherwise, if our company reasonably judges that your case in question is inappropriate, our company shall be able to restrict the number of respective products, restrict the total number of products per your order, restrict how you pay for your order, restrict how you use the website/app to purchase our products or take appropriate measures such as refusing your order. Furthermore, our company shall not be responsible for such measures at all and shall not be required to compensate you for such measures at all. If you have already paid for your purchase, our company shall refund you in accordance with your payment method when you purchased our product(s).

- When you have committed acts which violate applicable laws and regulations, the terms and conditions of use, service, and purchase, the principle of faith and trust and / or public order and morality;
- When you have tried to purchase our products not for your personal consumption (including, but not limited to, the following)
 - 1) For the purpose of distribution / resale,
 - 2) Ordering, settling, delivering or returning products whose number excessively exceeds the number of products required for usual personal consumption.
 - 3) When you have used either one of the following methods to purchase products through the website/app (including, but not limited to, manners which cannot be regarded as a personal purchase),
 - a) Without reasonable reasons, when you use multiple accounts with the same, similar, or false or fictitious receiver's address, or
 - b) Without reasonable reasons, when you use multiple and different accounts with the same receiver's phone number, payment account, receiver or IP address,
- When you have committed either one of the following acts, affecting the normal operation and trading order of the website/app but not limited to them)
 - 1) In order to bypass purchase limits and get discounts and other benefits, when you use technology and other methods with malice in order to register multiple and different accounts and, for example, place orders,
 - 2) When you use automatic purchase software or similar tools to place multiple orders or repeatedly purchase or return products,
 - 3) When you conduct such actions as repeatedly purchasing a lot of products, returning, exchanging and/or getting refunds on products excessively through a single account or multiple related accounts (the same, similar or fictitious receiver's address, the same receiver's telephone number, payment account, receipt or IP address, etc.),
 - 4) When you act to return products which our company doesn't sell, or
 - 5) When you return fake products.
- When you conduct an action which may adversely affect the security of the website/app.

7. DELIVERY

Unless it is impossible to provide items pursuant to Paragraph 5 of the terms and conditions of use, service, and purchase or otherwise, there are special circumstances, our company shall do its best efforts to deliver items described in an associated item delivery confirmation e-mail by the planned delivery date described therein. If any planned delivery date is not described in an associated item delivery confirmation e-mail, the planned delivery date of items described therein shall be within 15 days from the date of the item delivery confirmation e-mail. However, their delayed delivery may occur, and, in this case, the following reasons can be considered.

- Items ordered by you are custom-made for you,
- Special specification items are ordered by you,
- Unpredictable circumstances have occurred, or
- Their delivery area.

If for some reasons, items you ordered cannot be delivered by their planned delivery date, our company shall explain to you, circumstances related to them, and you can choose either to continue your purchase of them by their new planned delivery date, or to cancel their purchase and get a refund of the price you have paid (if any). Furthermore, your e-gift card shall be delivered to you by the date specified by you.

Delivery mentioned in the terms and conditions of use, service, and purchase shall mean a point in time when items purchased by you is delivered to their delivery address and their reception is confirmed. For your e-gift card, it shall be one described in associated terms and conditions of e-gift card use, that is, it shall be a point in time when it is sent to an e-mail address specified by you.

You may not be able to specify some ZARA stores as a place where you can receive ZARA HOME's merchandises. For more information about this, refer to the website's help page.

If you want to adopt Yamato Transport's contactless delivery to receive your package, refer to Yamato Transport's Notes (<https://www.kuronekoyamato.co.jp/yt/customer/service/eazy/#04>). If you choose Yamato Transport's contactless delivery to receive your package, it will be delivered to a place specified by you, regardless of whether you are present or absent or not. Furthermore, contactless delivery shall in principle not require your receipt stamp / sign, and your package shall be left to a place specified by you; then, it shall be considered that its delivery is completed.

When contactless delivery is adopted to deliver your package, its delivery man may take a photo of your package when it is delivered to its receipt place. Its photo taken accordingly shall be stored to manage its delivery state. If you don't agree to be taken such a photo, you may choose contact delivery to receive your package.

8. UNDELIVARABEL

If you don't receive your package, your package will be stored in a safe place. Our company will notify you and explain you accordingly about where it is stored and how you receive it. If you cannot receive your package in a manner you specified, our company will arrange how to deliver your package; therefore, please contact our company.

If you don't contact us even if 15 days (for 10 days if you have selected cash on delivery for your package) have passed since its first delivery date, and if the package has not been received by you due to reasons not attributable to our company, our company shall consider that you want to cancel your purchase, and shall cancel the contract for the purchase. Because the contract for the purchase will be canceled, our company refund you the amount you have already paid for purchasing the item(s), within 30 days after when your purchase contract is deemed to be canceled. In this case, delivery costs for the item(s) not received by you and other costs resulting from the cancellation of the purchase contract shall be borne by you.

The provisions in this Paragraph shall not be applicable to e-gift cards, and refer to our terms and conditions of e-gift card use.

9. TITLE AND RISK

At the time when your item is delivered to you, the bearing of risk due to the item shall be transferred to you. When our company has received all the costs associated with it such as its shipping fee or when it has been delivered to you (as defined in Paragraph 7), whichever is later, its title shall be transferred to you.

10. ITEM PRICE AND ITS PAYMENT

The price of an item shall be one shown in relation to it on the website/app except when an associated display error message appears thereon. Whilst our company shall pay the utmost attention so that the prices of all items will be displayed correctly on the website/app, errors in relation to them may occur. After you have ordered an item, if an error is found in relation to it, our company shall notify you accordingly as soon as practicable, and you may select either keep your order as is but with its newly corrected price or to cancel your order. If you don't contact our company within a reasonable period of time, we may consider that you have cancelled your order and if you have paid payment associated with it, we shall refund the amount of your payment.

If it is reasonably apparent that the displayed price of an item is incorrect and you have placed your order while recognizing that the incorrectly displayed price, our company shall not be obliged to sell it with an erroneously quoted lower price than one which should be, even for your order whose delivery our company has already confirmed.

For an item sold on the website/app, its price includes its associated consumption tax. Although its delivery fee is not included in its indicated price, our company has established a delivery fee for it, which shall be added to your total payment amount when you place an order for it

The Prices of items shall be subject to change without notice, except for price changes due to their incorrect indication, if an order confirmation e-mail has been sent for an item. Its price shall not be changed.

After having added an item, which you want to purchase, to your shopping cart, follow the following procedure to move to an order procedure, and complete your payment:

1. Click the "See your shopping cart" button on the upper right side of the top page.
2. Click the "Move to order procedure" button.
3. Confirm your contact details, delivery address, payment method, delivery fee and what you have ordered.
4. Click the "Complete order" button.

You may use either one of the following credit cards of yours (Visa, Master Card, American Express, and JCB) as well as cash on delivery (if ZARA HOME items are included in those you have purchased, you may not be able to select cash on delivery for your payment). Furthermore, you may be able to use e-gift cards or voucher cards, which our company has issued, to cover the whole or part of your payment for items you have purchased.

Payment by credit / debit card: in order to minimize to the lowest level, the risks of unauthorized access, data of your card shall be encoded. If you use your credit / debit card for your payment, your credit / debit card shall undergo pre-review and approval for the payment of your ordered items. If you click the "Complete order" button, you may prove that the card you use is owned by you. A company which has issued your credit / debit card shall confirm your identity and give approval for your payment by the card. Without required approval, either your order contract may not be formed, or your order will not be processed. If required approval is obtained, your purchase price will be charged to your credit card after our company has sent an item delivery confirmation e-mail.

Payment by cash on delivery: If you receive your ordered item at your home, you may use cash on delivery service to pay your payment in cash to a carrier when the item is delivered to you. If the total of your payment for your purchase is no less than 150,000 yen, you may be able to use cash on delivery service. In some regions, you may not be able to use cash on delivery service. When you return items to our company, our company's refund to you shall be transferred to a bank account specified by you and opened in Japan. If you receive your purchased items at our company's store or if ZARA HOME items are included in them, you may not be able to use cash on delivery service.

Using electric devices for your order and payment: If you use our company's electric device furnished at a ZARA store in Japan to purchase items, input required information to the electric device according to what is displayed on the electric device to process your purchase order. Before you move to your order process, be reminded to check what you have ordered. Before you finish your ordering, be reminded to specify how you pay your payment and whether you want to have your gift receipt issued or not. You may press the "Complete shopping" button to complete your shopping, and therefore, be reminded to make your payment. If you use your VISA, Master Card, American Express or JCB card, your card may undergo pre-review and approval. If you want to use a method other than credit card payment, you may choose either to make payment by cash or choose a payment method which our company arranges at its stores.

11. GUEST PURCHASE

When you purchase items, you may purchase them as a guest. When you purchase items as a guest, our company shall ask you to input required information only. After you have completed your shopping, you may choose either to be a registered user of our company or to remain to be an unregistered user of our company.

12. RETURN / EXCHANGE POLICY

12.1. Return / Exchange due to The Cancellation of Your Purchase

Even after our company's item delivery confirmation message has been sent to you and an associated contract has been formed between you and our company, if and only if the items you had purchased have actually arrived at our company within 30 days after when you had received their item delivery confirmation e-mail, after you had carried out a procedure to return them, you may be able to cancel your purchase and return them (excluding no return / exchange items described below). You may be able to either return items you have purchased to ZARA stores in Japan (excluding outlet stores and some stores. For more information about them, refer to the website's help page) or let a carrier arranged by our company pick them up to return them to our company. Furthermore, you may be able to use pick-up and drop-off service to return them. For ZARA HOME products you have bought through the website/app, you may be able to return them either to ZARA stores in Japan (excluding outlet stores and some stores. For more information about them, refer to the website's help page) or to ZARA HOME stores. You may be able to cancel items you purchased if and only if all tags attached to them, their instructions and their attached documents remain the same as the items were delivered and the items are returned to our company as they are. When you have bought ZARA HOME products through the website/app and return them to our company, be reminded to wrap them in the same packaging as what was used when they were delivered. Furthermore, when you return ZARA and ZARA HOME products at the same time, be reminded that they are wrapped in packages different from each other. When you return items, be reminded to request your returning them through the website/app. As your method to return items to our company, except when you request a service by a carrier specified by our company so that they shall be picked up at your home and dropped off at our company, you may not be responsible for their return fee. If you request a service by a carrier specified by our company so that your return items shall be picked up at your home and dropped off at our company, their shipping fee shall be subtracted from the amount of items you have returned. For more information about various shipping fees, refer to Zara.com's help section.

When you return items which you used an electronic device at our company's store to purchase: be reminded that you may be able to contact a ZARA store in Japan if you plan to return items which you used an electric device furnished at a ZARA store in Japan (excluding ZARA outlet stores and some stores. For more information about such stores, refer to the website's help page) to purchase, and purchased at the store's checkout counter. Be reminded that you cannot use a carrier to return them.

Our company shall inspect items you have returned to our company and inform you if refund to you is possible or not. If any signs of their use can be confirmed or any damage incurred by them can be found, our company shall not be able to accept their exchange or return; therefore, be reminded to carefully handle items you have received. If a refund for items you have returned is possible, our company shall proceed with the refund procedure as soon as practicable within 30 days after our company received your notice that you intend to cancel your purchase. The refund shall be returned to you in accordance with a payment method specified by you when you purchased the items, and for a cash-on-delivery case, the refund to you shall be transferred to an account you have specified and opened in Japan to return it to you. If you used your gift card for your payment, refer to our company's terms and conditions of gift card use.

When you are to exchange one with another, if you request an item you want to be exchanged with one you are to return through the website/app, according to Article 12, paragraph 3, an item to be exchanged shall be limited to that of the same size as that of one you are to return. If you are to exchange an item with one you are to return at our company's store, although our company may accept your request to do so, with an item which falls under the category of one you are to return, but is of different color and / or size, depending on our company's stock, our company may not be able to prepare an item you want to be exchanged with one you are to return. Furthermore, for a ZARA HOME item you have purchased through the website/app, you may not be able to use our company's exchange service. To exchange an item which you purchased with ZARA HOME one, after you have returned one you had purchased, you shall need to purchase again a new ZARA HOME item.

Special terms and conditions of return shall apply to some items. For more information about them, refer to Zara.com's help section.

If an item you have ordered is delivered to you, be reminded that you carefully handle it so that you may be able to return it, and be reminded to store its tags and other accessories as much as possible. Our company's item delivery confirmation e-mail also has descriptions about how to return / exchange an item you ordered.

12.2 Returning Defective Product

When you received an item, should you think that it may not conform to specifications indicated on the website/app, you may use our company's inquiry form or dial 0120-713-777 to phone ZARA to report about the item's details and damage conditions to our company. Our company shall inform you about required procedures.

You may return a defective product to a ZARA store in Japan (excluding outlet stores and some stores. For more information about them, refer to the website's help page.), or let a carrier arranged by our company to pick it up and drop it off to our company. Furthermore, for a ZARA HOME product you have purchased through the website/app, you may be able to return it to either a ZARA store (excluding outlet stores and some stores. For more information about them, refer to the website's help page.), or a ZARA HOME store.

Our company shall closely examine an item returned by you, and shall inform you if refund or exchange in relation to it is possible or not. You shall carry out procedures for such refund or exchange as soon as practicable within 30 days after our company informs you that our company can perform such refund or exchange in relation to it.

For an item returned by you because of its defect or damage, our company shall return the amount of all your payment in relation to it. For a refund in relation to it, it shall be returned according to a payment method specified by you when you placed an order for it, and if cash on delivery was used for it, refund in relation to it shall be transferred to an account you specified and opened in Japan. If you used your gift card for your payment, refer to our company's terms and conditions of gift card use.

Our company's return / exchange policy shall not hinder your legal rights as a consumer.

12.3. Resizing

If the size of an item you ordered doesn't fit you, you may be able to request resizing of your order. As long as you return an original item in relation to which you have requested resizing, when a new item to be exchanged with one you have returned, you shall incur no additional fee to deliver it. Resizing described in this Paragraph

shall not affect your right to cancel your purchase, and such right shall continue to exist legally and contractually. You may be able to request resizing through an option in "Order history" of "My account" in the website/app. Notwithstanding the above, resizing is possible, if and only if the following conditions are satisfied. (i) An item for resizing shall belong to the same item category as that of one to be returned by you, (ii) The price of an item you want to return for resizing shall not be cheaper than when it was purchased (only if you return an item for resizing, you shall not be refunded a difference between an item to be returned and one for resizing), and (iii) You have used a card payment (by Visa, Master Card, American Express or JCB) to purchase an original item. Only if all these conditions are satisfied, the sizes of items which can be exchanged with the original item shall be displayed.

Having requested item resizing in relation to an original item, and selected an appropriate method to return an original one, you may need to use either a ZARA store in Japan (excluding outlet stores and some stores. For more information about them, refer to the website's help page.), or a pick-up and drop-off service of a carrier arranged by our company to let the carrier pick up the original item at your home to return the original one to our company. The original item shall be returned to our company without undue delay, and in any case, you shall return the original item no more than 14 days after you requested to exchange the original item with new one for resizing. If you either return the original item to our company's store to exchange it with one for resizing or let the carrier pick up the original one at your home, for either method described above, you shall not incur any additional cost to return the original one.

If you return the original item to a ZARA store in Japan, be reminded to present an E-ticket (in QR code) attached to our company's order confirmation mail. If you use a carrier arranged by our company to let the carrier pick up the original one at your home in order to return the original item to our company, after having wrapped the original item, be reminded to follow the procedure described in an option of "Order history" on the website.

If you have selected how to return your original item, within 2 to 3 working days after the date when you requested resizing in relation to the original item, or within at most 30 days thereafter at the latest, our company shall deliver a new item of such size as that of what you want to exchange with the original item, as if it were ordered under your new purchase contract. Furthermore, you shall not incur any additional costs in relation to this. The terms and conditions of use, service, and purchase shall be applicable to your new order due to resizing, including your right to cancel your purchase.

Even if 14 days have passed since you had requested resizing through the website/app, you haven't returned the original item to our company, our company shall demand that you should pay for your new order due to such resizing, based on the terms and conditions of use, service, and purchase, and therefore, be reminded accordingly.

For ZARA HOME products you have purchased through the website/app, you may not be able to use such exchange service. To exchange a ZARA HOME product with new one, you need to purchase new one again after you have returned your original item to our company.

13. ZARA EDITED

The website/app contains a special section called "ZARA EDITED." In ZARA EDITED, if you follow the section's various conditions to select your own wordings and characters, you may be able to customize a specific item. For more information about this service, you may be able to view such information in related sections.

Because of technical problems and other matters beyond the scope of our company's control in relation to this customization, be reminded that what is shown on the screen may have color, texture and size different from actual one. Because such clothes are customized to you, be reminded that you shall not be able to return them to our company or exchange them with new ones.

Our company shall ensure that you have the right to use wordings and other elements which constitute part of a product customized by you. Although our company shall withhold the right either to refuse your customization because of your non-compliance of these conditions or to cancel your order for a customized product, you shall be responsible alone for customization you have requested. If your customization contains inappropriate contents, property belonging to third parties and other illegal materials, or is composed of them, our company may be able to refuse your customization or cancel your order for a product customized by you.

Our company shall not be responsible for any wordings and other elements contained in such customization as created by you as a user of the service, and furthermore, shall not be obliged to verify such wordings and other elements. Our company shall not ensure that such wordings and other elements are legal, and therefore, our company shall not be responsible for any loss and / or damage directly or indirectly resulting from the use of the ZARA EDITED section or directly and / or indirectly related to the section and / or the product, and incurred by you as our company's user (which may or may not be multiple) and / or third parties (regardless of whether they are individuals or public or private bodies).

14. LEGAL LIABILITY AND DISCLAIMER

Unless otherwise expressly defined in the terms and conditions of use, service, and purchase, our company's legal liability concerning purchasing an item through the website/app shall be up to its commodity price. However, any descriptions in the terms and conditions of use, service, and purchase shall not exclude or restrict our company's legal liability for the following items.

- Death or physical injury due to our company's negligence,
- Fraud or fraudulent misrepresentation, or
- If it is judged to be illegal to exclude or restrict our company's legal liability or an attempt to do so

To the maximum extent allowed by the preceding paragraph and laws, or unless otherwise defined in the terms and conditions of use, service, and purchase, our company shall not be responsible at all for indirect damage incidentally resulting from illegal acts, etc. including contract breach and / or negligence, regardless of its cause or basis, irrespective of whether it is predictable or not, including those items described below:

- (i) Loss of income or profit,
- (ii) Loss of business opportunity,
- (iii) Loss of profit or contract,
- (iv) Loss of planned savings,
- (v) Loss of data, etc., and
- (vi) Loss of operating hours and working hours.

Because of the public nature of the website/app as well as potential errors in transmission of digital information from storage devices, our company shall not assure at all the correctness and safety of information transmitted or obtained from the website/app unless otherwise expressly stated on the website/app.

For descriptions and information about respective items as well as their material contents posted on the website/app, our company shall not expressly or implicitly assure them at all. Excluding matters which cannot be excluded because they are contracts with general consumers, to the maximum extent allowed by laws, our company shall not assure any matters at all.

This paragraph shall not affect the legal right of you as a consumer and your right to terminate a contract by canceling your procurement.

15. INTELLECTUAL PROPERTY

You shall understand and accept that in any circumstances, all copy right, trademark right and other intellectual / industrial property rights related to all information, materials and contents which constitute the website/app shall belong to third parties licensing these rights to our company (licensors). Materials posted on the website/app may be used if and only if our company or their licensors have explicitly licensed such rights to allow such use. This paragraph shall not prevent you from using the website/app so that you may be able to copy information to the extent necessary, for example, to place an order or check contacts.

16. VIRUSES, HASKING AND OTHER CYBER CRIMES

You shall not use willfully the website/app while knowing that harmful viruses such as trojan codes, worms and logic bombs have invaded the website/app. You shall not try any unauthorized access to the website/app or one to servers hosting the website or other servers, computers as well as databases related to the website/app. You shall ensure that you shall not attack the website/app through denial of service attacks or distributed denial of service attacks.

If you violate this paragraph, you might have committed criminal acts under applicable laws and regulations. Our company shall report to applicable law enforcement authorities about such violations, and shall cooperate with such applicable law enforcement authorities to identify a hacker who has committed such violations. Similarly, in such violations, your right to use the website/app shall immediately extinguish.

Even if willful and technically harmful service denial attacks, viruses, software and contents, etc. have adversely affected a computer, device, data, or contents, etc. you use through using the website/app or a website redirected by it or downloading their contents, our company shall not be responsible at all for loss or damage caused by such using and downloading.

17. LINKS FROM THE WEBSITE/APP

Links from the website/app to third parties' websites / apps may be established. Such settings only aim at providing information to you, and our company doesn't have any administrative authority on such third parties' websites / apps at all. Therefore, our company shall not be responsible for any loss and / or damage at all resulting from your using such links.

18. WRITTEN NOTIFICATION

If you use the website/app, such use shall mean that that you have agreed that our company may contact you mainly through electronic methods. In order to contact you, our company shall either send an e-mail to you as its contact to you or post its messages on the website/app to provide you information. If you need written notice legally for contractual purposes, you shall agree that our company may use electronic communication methods to notify you and furthermore, you shall agree that all contracts, notices, information and mails which our company provides you using electronic methods shall satisfy legal requirements requiring written notice. Furthermore, this paragraph shall not affect your legal right.

19. CONTACT

Be reminded to use our company's contact form to contact our company. Pursuant to the preceding paragraph, unless provided for otherwise, our company's contact to you shall be sent to an e-mail or contact addresses you have provided to our company when placing an order.

A notice on the website/app shall be deemed to have been received by you at the time when it is posted on the website/app. In case of notice via e-mail, 24 hours after when our company sent an e-mail to you, it shall be deemed to have been received by you. In case of notice via mail, it shall be deemed to have been received by you when 3 days have passed since the date on its postmark. To prove the service of notice, for a mail it shall suffice to prove that a mail attached with correct address written on it and with right fee paid has been posted, and for an e-mail it shall suffice to prove that it has been sent to an e-mail address specified by its receiver.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

A contract formed between our company and you shall bind our company and you as well as their successor(s) and transferor(s).

Without our company's prior written consent, you shall not be able to transfer or pledge as a collateral your rights and obligations under an associated purchase contract to transfer them to a third party.

Our company may transfer, assign, pledge as a collateral or subcontract its rights and obligations under an associated purchase contract at its will even during the contract period. However, such transfer, assignment, pledge as a collateral or subcontract shall not either affect your legal rights as a consumer, or if our company has provided any warranty to you explicitly or implicitly, such transfer, assignment, pledge as a collateral or subcontract shall not cancel, reduce or restrict such warranty.

21. FORCE MAJEURE

Our company shall not be responsible at all for default or delay of its obligations under an associated procurement contract due to reasons not under our company's reasonable control (hereinafter referred to as "force majeure").

Force majeure shall mean, including, but not limited to, an action, event, default, omission or accident which happens due to reasons not under our company's reasonable control.

- Strikes, shutdowns or other labor dispute actions,
- Civil wars, riots, invasions, terrorist attacks or threats, wars (regardless of whether they are declared or not), threat of war and preparation of war,
- Fire, explosion, storms, floods, earthquakes, subsidence, epidemic and other natural disasters,
- Unavailable trains, ships, airplanes, automobile transport and other public / private transportation methods,
- Unavailable public / private telecommunication networks,
- Government decree, laws and ordinances, enactment of law, regulations, restrictions
- Strikes, mismanagement and fortuitous accidents of transportation, post and other related transportation means.

While force majeure events continually occur, the implementation of a purchase contract shall be deemed to be suspended for a moment, and the fulfillment of our company's obligations shall be postponed throughout such a period. Even if force majeure events are continuing, our company shall strive to take commercially reasonable measures to implement its obligations under a purchase contract to settle or solve the force majeure events.

22. WAIVER

Even if either our company doesn't insist that you shall observe your obligations under a purchase contract between you and our company, or our company doesn't exercise rights and remedies it has, such facts shall not be deemed that our company has waived or restricted its rights or remedies under the purchase contract or the terms and conditions of use, service, and purchase or that your obligations to observe and fulfill the purchase contract and the terms and conditions of use, service, and purchase have been waived.

Even if our company doesn't request that you shall observe the purchase contract and the terms and conditions of use, service, and purchase, this shall not be deemed that our company has waived its rights, and our company may insist that you observe the purchase contract and the terms and conditions of use, service, and purchase for your default of them thereafter. If you are not either effectively or explicitly notified of our company's waiver of its such rights, our company shall not waive any rights under the purchase contract and the terms and conditions of use, service, and purchase.

23. SEVERABILITY OF CONTRACT

If any provisions of the terms and conditions of service and the purchase contract are judged to be invalid, illegal or unenforceable, the provisions shall be deleted from the terms and conditions of use, service, and purchase and / or the purchase contract to the extent permitted under the same circumstances, and their remaining provisions shall continue to be completely valid to the extent permitted by laws and ordinances.

24. ENTIRE AGREEMENT

The terms and conditions of use, service, and purchase (including documents explicitly referred to and contained) shall constitute entire agreement to their subjects between our company and you, and shall supersede any prior agreements, understandings, promises and agreements, regardless of whether having been done orally or in writing, between our company and you.

To agree to the terms and conditions of use, service, and purchase and conclude a purchase agreement, you and our company shall confirm that only items explicitly described in the purchase contract shall apply and that either what was stated, committed or promised by the other party before the purchase contract was concluded or what was implicitly expressed orally or in writing during their negotiations shall not be taken into account. You and our company shall confirm that remedies shall not apply to an uncertain item, regardless of whether expressed orally or in writing, which was expressed by the other party before they agreed to the purchase contract if it was a fraud, and that remedies shall only apply to the non-fulfillment of the purchase contract.

25. RIGHT TO CHANGE THE TERMS AND CONDITIONS OF USE, SERVICE, AND PURCHASE

Our company shall withhold the right to amend and correct the terms and conditions of use, service, and purchase at any time. When you either use the website/app or place an order therethrough, the effective terms and conditions of use, service, and purchase shall apply to you. However, should changes are required to the terms and conditions of use, service, and purchase or the privacy policy because of applicable laws and ordinances as well as the competent authority's judgment, such change shall retroactively apply to the purchase contract you have already concluded to the extent required by such change.

26. GOVERNING LAW AND JURISDICTION

The terms and conditions of use, service, and purchase shall be written in Japanese, and the terms and conditions of use, service, and purchase and an associated purchase contract shall be governed by Japanese laws. Disputes related to your use of the website/app and the purchase contract and caused by them shall be subject to the non-exclusive jurisdiction of courts in Japan. This paragraph shall not affect your legal rights as a consumer.

27. COMMENT AND FEEDBACK

Our company welcomes your comments and feedback. Be reminded to use our company's contact form posted on the website/app to send all your feedback and comments to our company.

Terms and conditions for your use of “ZARA” app functions

The terms and conditions of use, service, and purchase (hereinafter referred to as the “terms and conditions”) shall specifically define how to access and use services and various functions which you may be able to use through the ZARA app (hereinafter referred to as the “app”). The terms and conditions shall be added to purchase conditions defined on the website whose URL is www.zara.com and shall not undermine them.

Functions you can use through the app shall include (i) an option to purchase an item through the ZARA app (because such a purchase shall be deemed to be one through an online store, it shall be subject to the purchase conditions of www.zara.com), (ii) an option to manage receipts concerning your purchase through ZARA’s online store (hereinafter referred to as a “online store”), (iii) an option to scan a receipt issued by a real store, and (iv) an option to present a specified QR code to a ZARA’s real store (hereinafter referred to as a “real store”) to receive either an electric receipt (e-receipt) or an electric purchase certificate. Both of such online and real stores are operated in Japan by ITX Japan Corporation which has its registered office at 1-10-11 Ebisunishi, Shibuya-ku, Tokyo 1500021 JAPAN.

1. SUMMARY OF SERVICE

1.1 Purchasing items at www.zara.com through the ZARA app

You may be able to purchase an item at www.zara.com through the ZARA app. Therefore, because your purchase through the app shall be deemed as online purchase, you shall follow www.zara.com’s purchase conditions, which you shall accept when you purchase such an item.

1.2 Managing receipts concerning online store purchase

Receipts concerning online store purchases done at ZARA online stores may be stored in the app (specifically in the “purchase history” section).

1.3 Obtaining electronic receipts

You may be able to request an electronic receipt when you purchase an item at a real store. To obtain an electronic receipt, you may present a QR code displayed on the app for such a purpose so that the receipt will be automatically transmitted to the app.

Thereafter, following applicable various conditions, ZARA’s sales policy and all applicable laws and regulations, you may use this electric receipt to exchange or return an item at a real store.

In this case, a paper receipt shall not be issued. **Therefore, an important point is that you understand that you use the QR code to explicitly request a e-receipt or an electronic purchase certificate or, that is, you refuse to receive a paper receipt.**

Rules related to e-receipts and other matters as well as those which constrain the terms and conditions shall be prioritized.

If you want to deregister your wallet use registration, you may be able to request that all your own receipts stored in the app shall be sent to an e-mail address specified by you for such purposes.

1.4 Scanning your receipts

If the originals of your receipts are printed on paper, you may scan QR codes printed on these receipts to generate these receipts’ digital versions. Thereafter, you may use the electronic receipt to return an item to a real store, but be reminded that any item to be returned by you shall be subject to related various conditions, ZARA’s sales policy and all related laws and regulations.

2. AVAILABILITY OF SERVICES PROVIDED THROUGH THE APP

In accordance with applicable laws, totally or for one or several specific users, our company shall withhold the right to change, suspend or delete part or whole of the ZARA app’s functions at any time, at the sole discretion of our company and without prior notification, or withhold the right to change, suspend or delete whole or part of the service’s availability based on the same conditions described above

3. LIABILITY

Except when waiver is legally restricted, our company shall not be responsible at all for damage incurred by you due to your use of the ZARA app’s functions other than those described herein

You shall agree that you only use the ZARA app for its intended purposes, that is, you shall not perform the ZARA app’s inappropriate use or its unauthorized use. Furthermore, you shall be responsible for damage incurred by our company and / or third parties due to your inappropriate use of the ZARA app.

You shall bear responsibility for the following cases.

- a) If applicable, you have allowed third parties to use your device, terminal, SIM card, e-mail address and / or password and thereafter, they used them where our company cannot recognize such use,
- b) If error or malfunction has occurred when you used the app's functions other than those described herein due to the defect of hardware, software, device or terminal, or the lack of security measures needed to be installed on a device where you use the app.

4. INTELLECTUAL PROPERTY RIGHT, INDUSTRIAL PROPERTY RIGHT AND OTHER RIGHT RELATED TO THE APP

Any element which comprises the app or the wallet or contained therein shall be a property of our company or a third party who is licensed to use it or under the control of our company or such a third party. Hereinafter, all such elements shall be collectively referred to as the "Property."

You as a user shall agree that you shall not move, delete, modify, alter or change otherwise the followings.

- Remarks, explanations, marks or symbols (for example, "Copyright," ©, ® and ™, etc.) which for intellectual property or industrial property item, either our company or its right holder embeds into his/her own Property.
- Technical mechanism which may be contained in the Property for its protection or identification (for example, watermarks, fingerprints, etc.). Pursuant to the terms and conditions, you as a user shall confirm that any rights to the Property of our company or a third party shall not be either assigned or transferred.

Our company shall allow you as a user only to access and use the Property pursuant to the terms and conditions.

Regarding the Property (regardless of whether whole or part of it), without prior written consent of a legal holder of its use, you as a user shall not either copy, distribute (including one through e-mail or the internet), send, transmit, amend, change, modify or transfer it or otherwise engage in activities which accompany its commercial use.

It shall always be strictly personal and non-commercial in any case to access and use the Property.

Our company shall withhold all rights to the Property owned by it (including, but not limited to, all intellectual and industrial property rights owned by our company concerning the Property).

Except when explicitly described in this article, our company shall not grant license or permission to use the Property owned by it. Our company shall withhold the right to end or change license granted according to the terms and conditions at any time or for any reasons.

Notwithstanding the above, our company may take legal measures regarding other use by you as a user which fall under the category of either one of the following cases.

- If you as a user doesn't observe various conditions defined in the terms and conditions,
- If you as a user infringe the intellectual and / or industrial property rights or those equivalent to the above of our company, third parties or other legal right holders or violate them, or otherwise violate applicable laws.

5. OTHERS

"QR code" is a trademark of DENSO WAVE INCORPORATED.