

GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of this website (www.zara.com) and the purchase of items on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When using this website or placing an order on it, you are bound by these Conditions and our Data Protection Policies. If you don't agree with the Conditions and with the Data Protection Policies, do not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the Conditions at the time of using the website or concluding of the relevant Contract (as defined further on) shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the chat accessible through our website.

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

2. OUR DETAILS

Sale of ZARA items through this website is carried out under the name ZARA by Zama for General Trading WLL with registered address at Hawally, Tunis Street, Block 61, AlBahar Center, First Floor, registered in the Register of Companies of Kuwait, with number 73887, while sale of ZARA HOME items through this website is carried out under the name ZARA HOME by Group Seven for General Trading and Contracting WLL, with registered address at Hawally, Tunis Street, Block 61, AlBahar Center, First Floor, registered in the Register of Companies of Kuwait, with number 66491.

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 enquiries and legally valid 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 authorised to cancel it and inform the competent authorities.
- iii.

Provide us with your email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order 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 21, are legally eligible to enter into binding contracts and consent to deal by electronic means.

5. SERVICE AVAILABILITY

Delivery service for ZARA and ZARA HOME items offered on this website is available in Kuwait only.

6. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click on "Authorize Payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Shipping Confirmation"). These Conditions and the Contract constitute a written agreement between us. An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the "electronic receipt"). Once an order is placed, it cannot be modified without our prior approval.

7. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the "My Account" section.

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the customer service using the chat accessible through our website, as well as exercising the right of rectification contemplated in our Privacy Policy through dataprotection@inditex.com. This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, this website offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service using the chat accessible through our website to correct the error.

8. AVAILABILITY OF ITEMS

All item orders are subject to availability. Along this line, if there are difficulties regarding the supply of items or there are no more items left in stock, we will remove unavailable items from the order and you will not be charged for such items.

9. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any item from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

We shall not be liable to you or to any third party for: (i) removing any item from this website;(ii) removing or modifying any material or content from the website; (iii) not processing an order once we have sent the Order Confirmation.

10. DELIVERY

Notwithstanding Clause 8 above regarding item availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the item(s) listed in each Shipping Confirmation on or prior to the date indicated in the Shipping Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method. In any case, we will endeavor to deliver the order within a maximum period of 30 days from the date of the Order Confirmation.

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

If for any reason we are unable to comply with the delivery date, we will inform you of that situation by e-mail. Keep in mind in any case that we do not make home deliveries on weekends or bank holidays.

For the purpose of these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the items, or immediately upon the order being dropped at the location you indicated, whether you were present in that location or not.

11. INABILITY TO DELIVER

If it is impossible for us to deliver your order after 3 attempts, your order will be returned to our warehouse.

We may leave a note explaining where your order is located and what to do to have it delivered again, if this is possible. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organize delivery on another day.

If after 15 days from the date your order is available for delivery, or if after we attempt 3 times to deliver your order, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you excluding delivery charges without any undue delay, and at any rate, within 14 days of the date on which the Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

12. TRANSMISSION OF RISK AND OWNERSHIP OF THE ITEMS

The items shall be under your responsibility from the moment of delivery to you as outlined in Clause 10 above.

You will take ownership of the items when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery (as defined in Clause 10 above), if that were to take place at a later time.

13. PRICE AND PAYMENT

Items purchased on www.zara.com might be subject to VAT or any other applicable taxes in Kuwait.

The price of the items 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 website are correct, error may occur. If

We are not obliged to provide you with any item at the incorrect lower price (even when we have sent the Shipping 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 (if applicable), but exclude delivery charges, which are added to the total price as indicated in our Shopping Guide (see the section on Delivery Charges).

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 items that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating 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 following cards: Visa, MasterCard, American Express, or any other method that we make available from time to time during checkout. Furthermore, you can pay for your order to the courier in cash when they deliver your order.

To minimise the risk of non-authorised access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorisation 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.

When you click "Authorize Payment", you are confirming that the credit card is yours.

Credit cards are subject to verification and authorisation by the card issuing entity. If the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

14. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the "Shopping Bag" section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card details" option. This will result in the following card details being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy and Cookies Policy.

By agreeing to use Express Checkout, you authorize that purchases paid through the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Bag. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information, do not complete the purchase. To make purchases using different details please, do not use the Express Checkout service.

The provisions of this clause shall not apply if you buy items as a guest.

15. BUYING ITEMS AS A GUEST

The functionality of buying items as a guest is also available on the 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 continuing as a non-registered user.

16. CANCELLATION/EXCHANGE/RETURN POLICY

16.1 Right of cancellation

Right of cancellation

You have the right to cancel the Contract, within 30 days from the Shipment Confirmation, without giving any reason.

To exercise the right of cancellation, you may notify us at ZARA using the chat accessible through our website, of your decision to cancel the Contract by an unequivocal statement.

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

Effects of cancellation

If you decide to cancel the Contract before the items are delivered, we will reimburse you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay. We will carry out such reimbursement using the same means of payment you used for the initial transaction, unless agreed otherwise.

If you decide to cancel the Contract after items have been delivered to you, and subject to inspection of the returned items as explained hereunder, we will return to you all payments received from you excluding any delivery charges. We will carry out such reimbursement using the same means of payment you used for the initial transaction, unless agreed otherwise. For payments made in cash, the reimbursement in cash shall be made in any Zara store in Kuwait (for Zara or Zara Home items) or in any Zara Home store in Kuwait (for Zara Home items only), or via bank transfer or a voucher card if accepted and authorized by you when requesting the reimbursement on the website. Notwithstanding the foregoing, we may withhold reimbursement until we have received the items back or you have supplied evidence of having sent back the items, whichever is the earliest.

Upon cancellation of the Contract after items have been delivered to you, the relevant items shall be returned as follows:

(i) Returns at a store:

- For ZARA Items:

You shall hand the items over to us at any ZARA store in Kuwait or through a courier arranged by ZARA without undue delay and in any event not later than 30 days from the Shipment Confirmation. The return of items made in a ZARA store in Kuwait will be completely free.

- For ZARA HOME Items:

You shall hand the items over to us at any ZARA or ZARA HOME store in Kuwait or through a courier arranged by ZARA without undue delay and in any event not later than 30 days from the Shipment Confirmation. The return of items made in a ZARA or a ZARA HOME store in Kuwait will be completely free.

(ii) Returns by Courier:

If you wish to make the return through a courier organized by us, you will assume and be charged the cost of the courier service relating to returning such items. This cost will be deducted from the total amount that will be refunded to you as per these Conditions. On the other hand, in case the return is made by a courier not organized by us, the direct cost of said return will always be paid by you. In this case you need to check and abide by the terms and conditions of such third party courier service provider, in particular the terms relating to payments, insurance, losses and damages.

When returning the item(s) by courier arranged by us, please follow the directions on the "RETURNS" section of this website or the mobile App. If you have bought any items as a guest, you may request returns by clicking on the link found in any of the e-mails we have sent you and follow the instruction you will find on the "RETURNS" section of this website.

After examining the item, we will inform you of whether you have the right to reimbursement of the amounts paid or not. Delivery charges will not be reimbursed to you considering that the initial delivery of items has been successfully completed.

Any refund will be paid as soon as possible.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the items back or you have supplied evidence of having sent back the items, whichever is the earliest.

If you have any questions, you can contact us using the chat accessible through our website.

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

16.2 Other provisions

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

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

Your right to cancel the Contract shall apply exclusively to the items that are returned in the same condition in which you received them. No reimbursement will be made if the item has been used once it has been opened, for items that are not in the same condition as when they were delivered or if they have been damaged, so take care of the item(s) while in your possession. Please return the items using or including all their original packaging, instructions and other documents, if any, accompanying the items. In any case, you must send the item to be returned together with the receipt that you received when the

item was delivered. You will find a summary on exercising this cancellation right when you receive the order.

16.3 Returns of defective items

If you think that at the moment of delivery the item is defective, or is not as stipulated in the Contract, you must contact us immediately using the chat accessible through our website, providing the item details and the damage sustained.

You may return any Zara item to any ZARA store in Kuwait. ZARA HOME items may be returned to any ZARA or ZARA HOME store in Kuwait. Or you can return the item by handing it to the courier that we send to your home.

We will carefully examine the returned item and will notify you by email within a reasonable period if the item may be exchanged or whether you have a right for a refund (as appropriate). The refunding or replacement of the item shall take place as soon as possible after the date on which we send you an email confirming that the refund or replacement of the item is going ahead.

If a defect or damage is confirmed on the returned items, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will always be paid using the same payment means you used to pay for your purchase, unless agreed otherwise.

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

17. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS

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

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. operating loss; iii. loss of profits or contracts; iv. loss of forecast savings; v. loss of data; and vi. loss of business or management time.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly on this website.

All item descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver items 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 items 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 items of this kind are normally used; (iii) show the quality and performance which are normal in items of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately.

18. INTELLECTUAL PROPERTY

You recognize and agree that all copyrights, registered trademarks and other intellectual and industrial property rights to the materials or contents provided as part of the website belong at all times to the INDITEX GROUP or to a third party who had authorized to the INDITEX GROUP the use of said content or material. You may NOT use said material unless you are expressly authorized by the INDITEX GRUP. 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 viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake 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, authorisation 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 FROM 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. Accordingly, 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 notifications 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 email 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 statutory rights.

22. NOTIFICATIONS

The notifications that you send us must be sent preferably using the chat accessible through our website. Pursuant to the provisions in Clause 20 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email 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; 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 for both Parties, 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 recognised by law or cancel, reduce or limit in any way the express and tacit warranties that we may have given you.

24. EVENTS BEYOND OUR CONTROL

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, motorised 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 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 formalised and notified to you in accordance with the provisions of the Notifications section above.

26. PARTIAL ANNULMENT

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 CONTRACT

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

The Parties 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 Party 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). 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, Conditions or Privacy Policy. In this case the possible changes will also affect orders made previously by you.

29. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the item purchase contracts through said website shall be governed by the laws of Kuwait applicable thereto.

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 Kuwait courts.

If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognised in any applicable legislation in this area.

30. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions using the chat accessible through our website.