

DEAR CONSUMERS, FOR THE PROTECTION OF YOUR RIGHTS AND INTERESTS, YOU HAVE THE RIGHT TO CONTACT:

1. THE AUTHORIZED BODY FOR THE PROTECTION OF CONSUMER RIGHTS:

Committee for Consumer Rights Protection of the Ministry of Trade and Integration of the Republic of Kazakhstan

Address: Republic of Kazakhstan, Astana, Mangilik El Avenue, 8, administrative building "House of Ministries", 2nd entrance
Chancellery: +7 (7172) 75-06-88, 75-06-72,
E-mail: mti@mti.gov.kz
Hotline for consumer consultation: +7 (7172) 74-95-28, 74-98-32, 75-06-49, 74-98-36

2. SUBJECT OF PRE-TRIAL SETTLEMENT OF CONSUMER DISPUTES:

National League of Consumers Republican Public Association of Consumers

Address: 050008, Republic of Kazakhstan, Almaty, 164g Shevchenko St., office 1
Telephone: 8 (727) 277-89-45, 277-83-46
E-mail: nlp_astana@mail.ru
Website: www.potrebitel.kz

The complete list of subjects of pre-trial settlement is specified in the Order of the First Vice Minister of Trade and Integration of the Republic of Kazakhstan dated November 14, 2022 No. 431-NK.

ALSO, IN CASE OF VIOLATION OF YOUR RIGHTS AND INTERESTS, YOU HAVE THE RIGHT TO APPLY TO THE JUDICIAL AUTHORITIES OF THE REPUBLIC OF KAZAKHSTAN.

PUBLIC OFFER AND GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE AND APPLICATION

1. INTRODUCTION

This public offer consists of the rules (together with the other rules mentioned herein), terms and conditions that govern the use of this website and application (www.zara.com), as well as the purchase of products on the website or in the application (hereinafter referred to as the "Offer", "Public Offer").

This Public Offer is a purchase and sale Contract addressed to an indefinite number of persons in accordance with the Applicable Law, concluded with the Company from the moment you receive an electronic message confirming the readiness of your order for shipment (hereinafter referred to as the "Contract"). The Contract is a confirmation of your full familiarization, unconditional acceptance and Contract with all the provisions set forth in this Offer.

Moreover, all the rules of this Offer apply to purchases made both directly on the website and through the application.

For the purposes of this Public Offer, both the website itself and the application will be referred to as the website.

We ask you to carefully read this Offer, as well as the Privacy and Cookies Policy (hereinafter collectively referred to as the "Data Protection Policy") before using the website.

By using this website or placing an order on the website, you are obliged to comply with the terms of the Offer and other rules and regulations mentioned herein.

**If you disagree with this Offer or the Data Protection Policy,
We ask you not to use this website.**

The referred Public Offer contains an offer to sell the product, characteristics, image, description of which are posted on the website.

Therefore, anyone is authorized to use the website under legitimate purposes complying with the Conditions and the Applicable Law and to enter into sale of product(s) contract (hereinafter – the “Contract”).

The Company may make changes to the Public Offer unilaterally at any time, but the current version is always available on the website. The relations of the parties to the Contract are regulated by the Public Offer posted on the website at the time of using the website or at the time of conclusion of the Contract.

If you have any questions about the Offer, as well as the Data Protection Policy, you can contact us through the contact form on the website.

This Public Offer is governed by the laws of the Republic of Kazakhstan (hereinafter referred to as the "Applicable Law").

2. OUR DETAILS

The website is used by Retail Group Kazakhstan LLP, a company registered and operating in accordance with the laws of the Republic of Kazakhstan, with the registered address: 192/2, Dostyk Avenue, 050051, Almaty, Republic of Kazakhstan, business identification number (BIN) 090940003479 (hereinafter referred to as the "Company").

Customer Support Service details for inquiries, suggestions and complaints:

- Contact form on the website;
- Postal address: 192/2, Dostyk Avenue, 050051 Almaty, Republic of Kazakhstan.

The sale of products through this website is carried out by the Company.

3. YOUR PERSONAL DATA

The information or personal data you provide to us will be processed in accordance with the Data Protection Policies and Applicable Law.

By using this website or by registering as a user, you consent to the collection and processing of information, including your personal data, that you provide, and that all information you provide is accurate and true.

The Company, therefore, is not responsible for monitoring and (or) updating your personal information for the purpose of purchasing and (or) other use of the website.

4. USE OF THE WEBSITE

By using and/or placing orders on this website, you agree to the following:

- i. You agree to all the provisions and rules of this Public Offer if you decide to place an order to purchase a product;
- ii. Use this website to place valid orders, view product information as of the date of such review;
- iii. You order the products for your personal use only and do not use the products for resale;
- iv. You may not place false orders or orders for the purpose of committing fraud; If we believe that you have placed such an order, we will cancel it and inform the public authorities about it;
- v. You will provide us with your valid email address, mailing address and other correct contact details;
- vi. In the event that you take actions that may be regarded by us as unconscionable, we have the right to suspend your access to the website by blocking your account. By continuing to use the website, you agree that such suspension is our unconditional right, is made by us unilaterally and does not require any prior notice or approval.

If you do not provide all the necessary information that is requested on the website, you will not be able to place an order, and, therefore, conclude the Contract.

By placing an order on the website, you confirm your legal capacity and capacity in accordance with Applicable Law.

You are solely responsible for logging out of your account immediately after you have stopped using the website and/or the functionality of the website and/or its services to prevent unauthorized access to your account and confidential information contained in the account.

The Company is not responsible for any unauthorized access to your account if such access is the result of your failure to log out of your account and/or take other preventive actions to protect your account.

You are solely responsible for maintaining the confidentiality of your website login information (username, password(s), in order to prevent the incidents described above, as well as other incidents of unauthorized login and/or unauthorized access to your personal data and/or your payment information.

The Company reserves the right to block your account if in the exercise of your rights there are signs of violation of the Applicable Law, such as good faith, reasonableness and fairness of actions, compliance with the requirements of civil law, moral principles of society, as well as the rules of business ethics.

5. AVAILABILITY OF SERVICES

The delivery service, which is offered on the website, is available only on the territory of the Republic of Kazakhstan. At the same time, the delivery service is not provided throughout the territory of the Republic of Kazakhstan. If it is not possible to deliver the products to the address specified by you, we will notify you in advance.

6. ESTABLISHMENT OF CONTRACTUAL RELATIONS

To place an order, you must follow the procedure for purchasing the product online, which is offered on the website, and click on "Pay".

You will then receive an email confirming your order (the "Order Confirmation").

You will be informed by e-mail that your order has been dispatched (the "Shipping Confirmation").

An electronic receipt with the transcript of your order will be attached to the Order Confirmation.

By entering into this Contract, you agree that your order confirmation email constitutes proof of purchase of the product(s) through the website.

It is your sole responsibility to exercise your rights under the Contract in a timely, complete and proper manner.

7. ACCOUNT REGISTRATION AND TECHNICAL MEANS OF CORRECTION OF ERRORS

By registering on the website, you are solely responsible for choosing the combination(s) of characters when you create a username and password to access your account on the website. The Company reserves the right to establish requirements and criteria for the creation of a username and password (by number and combination of characters).

If you find an error in the process of entering your personal data when registering for a user account, you can correct the error in the "My Account" section.

You can always correct an error in your personal data that was provided during the purchase process through our customer service using the contact details provided in Article 2 above.

You can also exercise your right to correct your personal data, which is granted to you in accordance with the Privacy Policy, by sending an email to: dataprotection@inditex.com.

This website does not allow you to move from one stage of the purchase to another if the information provided in the previous step is filled in incorrectly.

This website offers the details of all the items you have added to your shopping cart during the purchase process, so you can make changes to the description of your order before paying. If you become aware of illegal access to your account and/or purchase(s) made through your account, it is your duty and responsibility to notify the Company of such incidents so that the Company can block your account and prevent further illegal access and/or transactions using your account.

REMEMBER:

The Company will not be liable to you for unauthorized access to your account unless you notify the Company of any fraudulent or unauthorized activity from your account. And all purchases made from your account will be considered purchases made by you.

8. PRODUCT AVAILABILITY

All products are subject to availability.

In the event of difficulties in the delivery of the product or in the event that the product is out of stock, we can offer you information on substitute product(s) or a product of the same or higher quality in stock.

In the event that you do not wish to order an item that is offered to replace the missing product, we will reimburse you for any money you may have already paid.

By ordering and purchasing products, using the website, its functionality and services, you confirm the following:

- i. You are fully familiar with the characteristics of the ordered products, and you are also notified that you have the right to receive from the Company any information about the product(s); and
- ii. You are notified of the functions and means to request a description of the item(s) from the Company before placing an order and making a purchase; and/or
- iii. At the time of selecting and ordering the product, you are notified and have considered visiting one of the stores owned by the Company in order to study the product in detail or to exercise the rights that are indicated in points i. and ii. above, and selected the option to purchase the product based on the information that is available on the website.

9. CANCELLATION OF ORDER PROCESSING

We reserve the right to remove any product from this website at any time and to remove or modify any material on this website.

Although we make every effort to process all orders, there may be exceptional circumstances that may cause us to refuse to process an order after we have sent you the Order Confirmation.

We reserve the right to refuse to process an order at any time. Such waiver shall not create any liability of the Company to you.

We will not be liable in any way to you or any third party by reason of the removal of any product from the website, or the removal or alteration of any material from the website, or liability for failure to process an order after we have sent you the Order Confirmation.

10. DELIVERY

Notwithstanding Article 8 above regarding the availability of products, except in exceptional circumstances, we undertake to use our best efforts to send you an order consisting of the product(s) listed in each Order Confirmation no later than the date specified in the Delivery Confirmation, and in the event that no delivery date is specified, within the expected delivery time applicable to the selected delivery method, but in any case not later than 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays in delivery due to unforeseen circumstances in force in the delivery area.

In the event that for any reason we are unable to deliver on the specified date, we will notify you of the situation and provide you with the option of receiving a previously placed order with a new delivery date or cancelling the order and receiving a full refund. Please note that in any case we do not make home deliveries on Saturdays, Sundays or public holidays.

For the purposes of this Offer, delivery is deemed to have been made or an order is deemed to have been delivered when you or a third party designated by you or a person who is the holder of the relevant order confirmation (please see article 6 above) physically receive the product(s), as evidenced by the signing of the order receipt document at the delivery address that was provided by you during the process of placing the order and purchasing the products.

If the packaging of the products is damaged at the time of delivery, you must indicate this in writing on all delivery certificates, as well as describe such damage(s), in addition, you must also sign a damage report, which will be drawn up by the courier.

REMEMBER:

If you did not report the damage at the time of acceptance of the products and the damage report was not issued, the products are considered to have been delivered to you in proper form and condition.

11. NON-DELIVERY

If, after 14 days from the date on which your order is ready for delivery, your order cannot be delivered for reasons beyond our control, such Contract shall be deemed terminated.

At the same time, the Company does not bear any responsibility in connection with such termination of the Contract.

Notwithstanding this, as a result of terminating the Contract, we will reimburse you all payments received from you, including standard shipping costs (except for additional shipping costs associated with your choice of delivery method other than the standard delivery method we offer), within 14 days from the date of termination of the Contract without any undue delay.

Please note:

Termination of the Contract may be associated with additional costs for transport, courier, which you will have to pay.

12. RISK OF ACCIDENTAL LOSS AND TRANSFER OF TITLE

The risk of accidental loss or damage to the products passes to you from the time the product(s) are delivered.

Title to the products passes to you at the time of delivery of the products (as defined in Article 10 above).

13. PRICE AND PAYMENT

The price of the products is always the price posted on our website, and this price is the price of the products in accordance with the Contract, except in cases of obvious errors.

Although we make every effort to ensure that all prices shown on the website are accurate, there is a possibility of errors.

If we discover an error in the price of any product you have ordered, we will immediately notify you and give you the choice of confirming the order with the correct price of the product or cancelling the order.

In the event that we are unable to contact you, your order will be considered cancelled and all payment for the item(s) made by you will be refunded to you in full.

The prices shown on our website include VAT, but do not include shipping costs, which are added to the total amount of the order according to the price list indicated in the "Types and Costs of Delivery" section.

Prices on the website are subject to change at any time. However, except as provided above, any price change does not affect the order for which the Order Confirmation has been sent.

Once you have selected all the units of the product you want to buy, they will be added to your cart.

The next step is to complete all the steps of the purchase process by filling in or confirming the information that is requested at each stage.

In addition, during the purchase process, before payment, you can change the details of your order.

You can find a detailed description of the purchase process in the "Help" section.

And also, if you are a registered user, information about all orders placed by you is available in the "My Orders" section.

As a payment method, you can choose to pay by bank card on the website using Visa International, Mastercard Worldwide, American Express cards.

You are solely and fully responsible for the confidentiality of any payment information, including details, security code of your bank cards, and other information that may be necessary in order to use your bank card in order to conduct a transaction on the website.

Therefore, the Company does not accept any responsibility for any unauthorized transactions by you using your bank card by any third party who has gained access to your bank card with or without your consent and/or authorization.

In this regard, we strongly recommend you do not share your bank card or any information about your bank card with anyone, and we also recommend that you follow the general security rules to prevent unauthorized access to your bank card.

14. VALUE ADDED TAX

In accordance with the current regulation, all purchases made through the website are subject to Value Added Tax (VAT).

15. RETURN POLICY

15.1 Right of return under Applicable Law

Right of withdrawal

As a consumer, you have the right to withdraw from the Contract unilaterally within 30 days, subject to the provisions below.

Products that are returned to the Company must meet the following requirements:

- The products must not be used, worn, or otherwise used;
- The products must be of marketable condition;
- All the tags and internal labels must be in place;
- The products must not be frayed and (or) damaged.

When returning the product and withdrawing from the Contract (in whole or in part), you must prove that the product you are returning was purchased from the Company through this website.

Products that fall into one of the following categories are non-returnable and will not be accepted by the Company once purchased:

- i. underwear;
- ii. hosiery;
- iii. other products in accordance with Applicable Law.

The period for unilateral cancellation of the products ends after 30 days from the day when the products

were handed over to you or to a third party (other than a courier) specified by you, if there are several products in one order that are delivered separately, then after 30 days from the day when the last unit of the relevant order was handed over to you or a third party (except for the courier), specified by you.

In order to exercise the right of unilateral withdrawal from the Contract and the return of the products, you can notify us using the contact details provided in Article 2 above.

Notification of withdrawal from the Contract can be made by using the standard withdrawal form of the Contract, which is posted in the "Help" section.

Consequences of unilateral refusal

If you decide to terminate the Contract unilaterally and such termination is lawful, we will refund to you all relevant payments we have received from you, including all standard delivery costs (excluding additional shipping costs associated with your choice of delivery type other than standard delivery type), within 30 days from the date of termination of the Contract without any undue delay.

Refunds are made in the same way that was used to place the order.

Notwithstanding the foregoing, we may withhold refunds until we have received the returned items from you.

You must send the products to us by mail or hand over the products to us in person at one of the ZARA stores in the Republic of Kazakhstan along with the following documents: the original application for the return of the products, a printed fiscal receipt.

The Products, together with the said documents, must be sent back or handed over to the Company without any delay, but no later than 30 days from the date on which you notified us of the unilateral termination of this Contract.

This requirement is met if you send us the products before the specified period of 30 days has expired. Please note that the Return Application Form provided on this website must be printed and signed by you and provided to us with the items to be returned.

You bear the costs of returning the products, unless you return the products directly through one of the ZARA stores in the Republic of Kazakhstan, or in the cases provided for in this Contract.

15.2 Common provisions

You do not have the right to withdraw from the Contract if the subject of the Contract is the products listed in clause 15.1 above.

Thus, during the period of your possession of the products, you should handle the products with care. Please return any product to or with the original packaging of such products, instructions and other documents attached, if they are attached to the products. In any case, when returning the products, you must provide a fiscal receipt with it.

In case of unilateral withdrawal from the Contract, the relevant products must be returned as follows:

- (i) Return to the ZARA store:

You can return any product to any ZARA store in the Republic of Kazakhstan. In case of returning the products in this way, you must visit the store and present the products in the original packaging along with a printed fiscal receipt from WEBKASSA in printed form, as well as an electronic receipt with a QR code of the order.

The QR code can be found in your personal account and presented on the screen of your mobile phone.

**A fiscal receipt from WebKassa is issued when prepaying the order with a bank card at the time of placing the order. It can be found in the order information: +OPTIONS - View Invoices – WebKassa Receipt.*

(ii) Return by courier:

For returns by courier arranged by us, you should contact us via the form on the website to arrange for the courier to pick up the products at the address you have provided. You must ship the product in the same box in which the products were received by you, following the instructions in the "PRODUCT RETURNS" section of our website.

In this case, you must provide an application for the return of products and a fiscal receipt from WEBKASSA in printed form.

**A fiscal receipt from WebKassa is issued when prepaying the order with a bank card at the time of placing the order. It can be found in the order information: +OPTIONS - View Invoices – WebKassa Receipt.*

We will properly inspect the returned item and notify you of your right to a refund.

Refunds will be issued as soon as possible, in any event within 14 days from the date we confirmed that you are eligible for a refund as set out above.

Notwithstanding the foregoing, we may withhold refunds until we have received the returned items.

You assume the costs and risks associated with returning the product as set out above.

If you have any questions, you can contact us using the contact form on the website or using the contact details provided in Article 2 above.

15.3 Return of defective products

If, in your opinion, the product does not comply with the terms of the Contract at the time of delivery, you should contact us immediately via the contact form on the website and provide us with information about the product and its damage.

You must return the product to any ZARA store in the Republic of Kazakhstan or hand it over to a courier whom we will send to the address specified by you.

Upon receipt of the item, we will inspect the product carefully and notify you within 10 days of receiving the item of advice if you are eligible for a refund (if applicable).

The refunding of the product 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 that the refund of the product is going ahead.

In the event that the defective products return is confirmed, you are entitled to a full refund of the price of such products, including reimbursement of the cost of delivery of the products.

16. CONSUMER RIGHTS

Our liability in respect of any product purchased on the website is strictly limited to the amount of the product purchased, unless otherwise expressly stated in this Offer or Applicable Law.

Notwithstanding the foregoing, our liability cannot be excluded or limited to the extent provided for by Applicable Law.

All product descriptions, product information and materials posted on the website are provided "as is" without warranties of any kind, either express or implied, other than those provided by Applicable Law.

In this regard, we are obliged to deliver to you the products that comply with the Contract and are responsible to you for the non-conformity of the products that exist at the time of delivery of the products.

The Parties agree that the products comply with the Contract if they:

- (i) Conform to the description given on the website and have all the qualities that we have indicated on this website;
- (ii) They can be used for the purpose for which products of this type are usually used;
- (iii) Have qualities and characteristics that are common for products of a similar type and which are objectively expected of products of this type.

We exclude any warranties with respect to the products, except for warranties that are provided and cannot be excluded under Applicable Law.

17. INTELLECTUAL PROPERTY

You acknowledge and agree that the exclusive right to copyrights, trademarks, as well as other intellectual property that are part of the website, including its content, belongs to us or to those who have granted us the right to use these objects. You may use these materials to the extent determined by us or by the end user's license. This license does not prohibit you from using the website to the extent necessary to copy the information into your order or contact details.

18. VIRUSES, HACKING AND OTHER CYBER ATTACKS

You must not misuse this website by intentionally introducing viruses, Trojan horses, worms or other programs that are malicious.

You agree not to attempt to gain unauthorized access to this website, the server on which this website is located or any other server, computer or database connected to the website. You agree not to make any attack on the website.

A violation of this Article may constitute an offence or crime under Applicable Law. We will report any such offence or crime to the competent law enforcement authority and will cooperate with the relevant authority to determine the identity of the offender.

In the event that you engage in any activity that violates this article, your right to use this website will cease immediately.

We will not be liable for any loss or damage incurred as a result of an attack, virus or other software or material that is harmful to your computer, information equipment, data or material that is damaged or

destroyed as a result of using this website or downloading content from this website or from websites to which this website redirects.

The Company and/or the Copyright Holder have the right to suspend, block your account or take other measures that will restrict or temporarily block the use of the website, if the Company or the Copyright Holder have sufficient grounds to believe that the website may be the target of a cyberattack. Such actions are aimed at protecting your personal data and other information that you have provided to us in the course of using the website.

19. LINKS FROM OUR WEBSITE

Where the website contains links to other websites and materials from third parties, such links are for information purposes only and we have no control over the content of such websites or materials.

Accordingly, we will not be liable for any loss or damage that may arise from the use of such links.

20. WRITTEN COMMUNICATIONS

Subject to Applicable Law, certain information or notices we send to you must be in writing.

By using this website, you agree that most communications between us will be electronic.

We will communicate with you by e-mail or by posting informational notices on this website. For the purposes of the contractual relationship, you agree to use such electronic means of communication and also agree that the notices and other communications we send to you electronically comply with the written requirements of Applicable Law.

21. NOTICES

All notices given by you should preferably be given via the contact form on our website.

Subject to Article 22 below, and unless otherwise provided, we may send you notice by email or to your mailing address that you provided when registering your account or when placing an order.

You agree that notices shall be deemed received and accepted for consideration or execution immediately upon posting on the website, after 24 hours from the date of sending the e-mail.

As evidence that the notice was sent, it is sufficient to prove, if the letter was sent, that it was correctly addressed and that the letter was properly delivered to the recipient; and in the case of an electronic message, that the notification is sent to the email address provided by the recipient.

22. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Contract is binding on both parties, as well as their successors and heirs. You may not transfer, assign, encumber or otherwise dispose of your rights and obligations under the Contract or any rights and obligations arising out of such Contract without our prior written consent.

You hereby consent to the Company to transfer, assign, encumber or subcontract the rights and obligations under the Contract, in whole or in part, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, encumbrance or other disposition shall not affect your rights granted to you by Applicable Law as a purchaser and shall not waive, reduce or otherwise limit any obligations that may have been imposed on you by us.

23. CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable for any failure to perform or delay in performance of any of our obligations under the Contract that results from events beyond our reasonable control ("**Force Majeure**").

A force majeure event includes any act, event, omission or unforeseeable situation beyond our reasonable control, including but not limited to the following:

- i. strikes, lockouts or other industrial disputes;
- ii. civil commotion, riots, invasions, terrorist attacks or threats of terrorist attacks, hostilities (with or without a declaration of war), threat of hostilities or preparation for military action;
- iii. fires, explosions, storms, floods, earthquakes, landslides, epidemics or other natural disasters;
- iv. inability to use railway, water or air traffic, road traffic, as well as other types of transport, both public and private;
- v. inability to use public or private telecommunications networks;
- vi. laws, regulations and other acts, restrictions on the part of the government or public authority;
- vii. any strikes, accidents, distress in sea or river transport, postal service or other modes of transport;
- viii. Quarantine or state of emergency introduced by acts of the government, state bodies.

You should understand that our obligations arising from this Contract are suspended for the duration of the Force Majeure Event and we will have additional time equal to the duration of the Force Majeure Event during which we will fulfill our obligations that have been overdue. We will use all reasonable resources to ensure that the Force Majeure Event ceases as soon as possible or to find a solution that will allow us to perform our obligations under the Contract despite the Force Majeure Event.

24. WAIVER OF RIGHTS

Our failure to require you to perform any of your obligations under this Contract or the Offer, or our failure to exercise our rights under this Offer or the Contract, shall not constitute a waiver of such rights or remedies or a limitation of our rights or remedies and shall not relieve you of any liability for failure to perform such obligations.

The waiver by us of any rights or remedies shall not constitute a waiver by us of any other rights or remedies arising out of the Contract or this Offer.

A waiver by us of any of the provisions of this Offer or the rights or remedies we have under the Contract shall be effective only if such waiver is expressly stated as a waiver, duly executed and communicated to you in accordance with the rules contained in the article that governs the giving of notices.

25. PARTIAL INVALIDITY OF THE CONTRACT

In the event that any provisions of this Offer or the provisions of the Contract are declared invalid by a state authority, the remaining terms and conditions remain in force, and their validity is not affected by the fact that a part of the Contract is invalidated.

26. COMPLETE AGREEMENTS OF THE PARTIES

This Offer and any document referred to in this document, as well as any information about the products that are posted on the website, at any time constitute the entire Contract between the parties with respect to the subject matter of the Contract and supersede all previous Contracts, understandings or contracts concluded between the parties orally or in writing.

Both parties acknowledge that, in entering into this Contract, they have not relied on any statements, undertakings or promises made by the other party or arising from any oral or written information obtained in the course of negotiations between the parties prior to the conclusion of this Contract, except as

otherwise expressly stated in this Offer.

Neither party shall be entitled to any remedy in respect of a false statement made by the other party, whether in writing or orally, prior to the date of the Contract (except for any statement made for fraudulent purposes). A party has the right to pursue legal remedies only in the event of a breach of the Contract by the other party.

27. OUR RIGHT TO CHANGE THIS OFFER

We have the right to revise and change the terms of this Offer at any time.

You are obliged to comply with the rules, policies and terms of the Offer in force at the time of your use of the website or placing each order for products, except in cases when, in accordance with the Applicable Law or by decision of governmental authorities, we must make changes to these policies, the Offer or the Privacy Policy and extend the amended rules to the relationship in the past. In such a case, these changes will govern the relationship related to the placement and fulfillment of orders that have been previously made by you.

28. APPLICABLE LAW AND JURISDICTION

The use of this website and the Contract concluded through this website are governed by the laws of the Republic of Kazakhstan.

Any controversy that arises from the relationship of the parties, including the Contract, or in connection with the use of the website, shall be resolved in the courts of the Republic of Kazakhstan.

29. COMMENTS AND SUGGESTIONS

We welcome your comments and suggestions on how to improve the website. You can send your comments and suggestions via the contact form or to the address provided in Article 2 above.

TERMS AND CONDITIONS OF USE OF ZARA APP FEATURES

These Terms and Conditions of Use (hereinafter referred to as the "Terms") in addition to the Public Offer for the use and purchase of products on the website www.zara.com govern access to and use of the various features and services available on the ZARA App (the "App").

The features available in the Application are: (i) the ability to purchase products in the Application, which is considered a purchase made on the website and is therefore subject to the terms of the Offer set out above; (ii) the ability to manage receipts for purchases made on the website, and (iii) the ability to receive an electronic receipt in ZARA physical stores in the territory of the Republic of Kazakhstan by presenting a QR code specifically designed for this purpose.

The Application, as well as the website, are used by Retail Group Kazakhstan LLP, a company registered and operating in accordance with the laws of the Republic of Kazakhstan, located at: 192/2 Dostyk Avenue, 050051, Almaty, Republic of Kazakhstan, business identification number (BIN) 090940003479 (hereinafter referred to as the "Company").

1. GENERAL DESCRIPTION OF THE APP'S FEATURES AND SERVICES

1.1. Purchase of products on the website through the App

You may use the App to purchase ZARA products on the website. Thus, purchases made in the Application are considered purchases made on the website, and they are subject to the terms of the Offer, which are mandatory for acceptance when purchasing any product.

1.2. Manage receipts for purchases made on the website

Receipts for purchases made on the website will be stored in the "Purchases" section of the App.

1.3. Receiving an electronic receipt

When paying for a purchase in ZARA physical stores on the territory of the Republic of Kazakhstan, you can request a receipt in electronic form instead of a paper receipt. To do this, you must present a specially generated QR code from the Application. The receipt will automatically appear in the App in the "Purchases" section.

In this case, a paper check will not be issued. **By using a QR code, you request a receipt electronically, refusing to receive it in paper form.**

Please note that when making returns in physical ZARA stores in the territory of the Republic of Kazakhstan, **it is necessary to present an electronic receipt from the Application in printed form** in accordance with the requirements of the Applicable Law.

Notwithstanding the foregoing, the statutes governing electronic checks and the acts to which these Terms and Conditions apply shall prevail.

If you decide to delete your account as a user of the website, you have the option to request that your receipts stored in the App be sent to the email address you have provided.

1.4. Scan receipts

If you have a paper receipt, you can create a digital copy of it by scanning the QR code printed on the receipt.

2. AVAILABILITY OF THE APP'S SERVICES AND FEATURES

In accordance with applicable Applicable Law, we reserve the right at any time, in our sole discretion and without prior notice, to modify, suspend or remove, in whole or in part, for one or more users, any features of the Application, as well as, subject to the conditions set out above, to modify, suspend or restrict access to the Application or to any of its services and features.

3. RESPONSIBILITY

The Company shall not be liable for any damages that you may incur as a result of using the functions of the Application, except to the extent that the limitation of liability is not permitted by Applicable Law.

You hereby agree to use the Application solely for the purposes for which it is intended, and therefore to prevent its improper or fraudulent use, you are liable to the Company and/or any third party for any damage that may arise from your misuse of the Application.

You are responsible in the following cases:

- a. Depending on the circumstances, for your hardware or device linked to the App, for your SIM cards, email addresses and/or any passwords used by third parties with your consent;
- b. If errors or failures occur in the use of various features of the Application as a result of malfunction of your hardware, software or devices, or lack of necessary security measures installed on the device on which you use the Application.

4. INTELLECTUAL PROPERTY AND OTHER RIGHTS RELATED TO THE USE OF THE APP

Any copyrights, trademarks, as well as other intellectual property that are part of the Application, including its content, belong to the Company or third parties who have granted us the right to use these objects. All of the foregoing is hereinafter referred to as "Intellectual Property".

Users hereby agree not to remove, erase, alter or in any other way alter to:

- Marks, notes, marks or symbols that the Company or its rightful owners include in their Intellectual Property (e.g., copyright, ©, ® and ™, etc.);
- Security or identification technical devices that may contain Intellectual Property (e.g., watermarks and digital fingerprints). The Company will not assign or transfer to users any rights to the Intellectual Property.

The Company allows users to access and use the Intellectual Property only in accordance with these Terms.

Users are not authorized to copy, distribute (including by email or on the Internet), transmit,

communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Intellectual Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Intellectual Property is at all times and in all cases for individual, personal and non-commercial purposes.

The Company retains all rights relating to the Intellectual Property, including but not limited to all intellectual and industrial property rights it possesses over the Intellectual Property.

The Company does not grant users any licenses or permissions to use its Intellectual Property other than those expressly specified in this paragraph. The Company reserves the right to terminate or modify, at any time and for any reason, any licenses granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action in respect of any action that:

- does not comply with the provisions set forth in these Terms;
- violates or infringes the intellectual and industrial property rights or other rights of the Company or any other third-party rights holder, and/or violates the Applicable Law.