

INFORMATION ON APPLICATION OF RELEVANT REGULATIONS

In application of the provisions of Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 ("**Omnibus Directive**"), transposed as appropriate into the legal system of the Member States, the following is made available to Users in a clear, understandable manner, appropriate to distance communication techniques and before they become bound by a distance contract or any relevant offer:

1. MAIN PARAMETERS DETERMINING RANKING

- 1.1. The order or classification of Items displayed when using the Platform's search tool will be random. However, the order or classification of Items shown on the Platform's product grid is due to reasons of an aesthetic, seasonal or trend nature only.
- 1.2. In particular, the order of prevalence of these criteria with respect to the Items displayed on the Platform's product grid will be as follows:
 - 1) seasonal,
 - 2) aesthetic, and
 - 3) trend reasons.

2. CONDITION OF THE THIRD PARTY OFFERING THE GOODS

- 2.1. The Zara Resell platform shall be exclusively used to resell goods between private or non-professional users and therefore must not be used in any business or trade capacity.
- 2.2. By clicking the statement that will be displayed every time Seller Users upload Items, each User declares that he/she acts as a mere consumer or a non-professional user and therefore agrees not to use the Platform for or in connection with the sale of Items as part of a business or trade.
- 2.3. For the sake of clarity, commercial sellers are natural or legal persons who are engaged in commercial activities and offer items in the course of their business, including all persons who sell items for commercial purposes.

3. NON-APPLICATION OF CONSUMER PROTECTION REGULATIONS

- 3.1. The sales agreement concluded between the Selling User and the Buying User on the Platform will exclusively be carried out between private parties, consumers or non-professionals. Therefore, the right of withdrawal provided for in the applicable regulations shall not apply.
- 3.2. Likewise, for the same reason above, the guarantee of conformity is not applicable.
- 3.3. However, Buying Users that they may exercise their rights relating to the legal warranty of hidden defects against the Selling Users.

- 3.4. In any case, statutory provisions applicable in the country of residence of the User which cannot be excluded shall remain unaffected.

4. DISTRIBUTION OF OBLIGATIONS AND WARRANTIES OFFERED

- 4.1. Zara will not be a party to any transaction for the sale and purchase of Item(s), which will exclusively be carried out between private parties (the Buying User and the Selling User). Therefore, Zara shall act as a mere intermediary between Users in respect of the contract to buy and sell Item(s). The Platform is an electronic meeting point for Selling Users and Buying Users.
- 4.2. Zara will not be a party to any transaction for the sale and purchase of Item(s) and therefore does not warrant the quality or condition of the Items offered on the Platform.
- 4.3. Users are aware and accept that:
- 4.3.1. Buying Users do not purchase Items from Zara or the relevant company. Therefore, any consumer rights have to be claimed vis-à-vis the Selling User;
- 4.3.2. Zara may, but is not required to, conduct screening of Items submitted by Users to the Platform; and
- 4.3.3. Contracts for the sale and purchase of Item(s) are entered into between the Buying User and the Selling User.

5. CONFLICT RESOLUTION METHODS AND WARRANTIES OFFERED

- 5.1. After receiving the Item(s), the Buying User will receive a notice ("**Review product**") allowing them to indicate whether or not they are satisfied with the state of the Item(s) purchased.
- 5.2. The Buying User shall confirm his satisfaction (or lack thereof) with the Item(s) purchased within 3 days from the notice ("**Review product**") reception.
- 5.3. If the Buying User finds such state not to be satisfactory by ticking "**No**", they will be directed to a dispute form automatically generated by the Platform where they can provide detailed information on the reasons for the dissatisfaction. Such form will be managed by Zara's customer service team, who are contactable via the details on Zara's website.
- 5.4. If the dispute arises from the fact that the Item received does not conform with these Terms, pursuant to the features and conditions of the Item posted, Zara's customer service team will determine, based upon the information and evidence available, whether the representations of the Buying User have merit, and therefore, their complaint should be considered. Return of the Item(s) by the Buying User to the Selling User for reasons of mere convenience will not constitute acceptable grounds for dispute.
- 5.5. If the complaint raised by the Buying User is upheld, the Buying User shall return the Item(s) to the Selling User, and the Selling User shall issue the Buying User with a full refund by the same means used for payment for the total price paid by the

Buying User for the Item(s) plus the shipping cost for returning the Item(s) to the Selling User.

- 5.6. If the complaint raised by the Buying User is deemed by Zara's customer services team to be without merit, the transaction shall be deemed to be completed, without any other option or relief available to the Buying User at Zara Resell, without prejudice to any available remedies under applicable regulations.
- 5.7. If the dispute arises from any reason other than the ones set out above, or in the event of any other type of incident during the shipment and receipt of the Item by the Buying User, Zara's customer service team shall in its sole discretion determine whether to consider the claim, whether the claim is upheld or disregarded and any remedy available to the Buying User.
- 5.8. If a User is not satisfied with the customer services and/or dispute resolution services provided by Zara, they may raise a complaint pursuant to the Terms permanently accessible and that he/she will have expressly accepted.
- 5.9. User agrees to promptly provide all information and assistance reasonably required by Zara in connection with any dispute relating to their account or any Item sold or purchased by them from time to time.
- 5.10. If User (exclusively within the relationship he/she has with Zara with the exclusion of relations of any other nature that he/she may have with any other User or third party) considers his/her rights have been breached, in line with EU Regulation No. 524/2013, User is entitled to seek to settle the consumer dispute with Zara out-of court, through the platform for the online dispute resolution accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.
- 5.11. Statutory provisions applicable in the country of residence of the User which cannot be excluded shall remain unaffected.

6. ACCESS TO ITEMS' REVIEWS

- 6.1. Once each transaction has been completed, and within 3 days of completion, Buying Users will be able to rate their satisfaction with the completed transaction in terms of "product", "packaging" and "shipping" in the form of 1 to 5 stars. This review will not be subject to any compensation whatsoever.
- 6.2. The degree of satisfaction with each completed transaction (either globally or specifically with respect to "product", "packaging" and/or "shipping") will be measured by the average of the stars received, including the automatic evaluations that will take place, once the above referred 3-day period has ended, without User having expressed any evaluation and considering the circumstances applicable to each transaction.
- 6.3. ZARA ensures that the published reviews originate from Buying Users who have actually purchased the Item(s) considering that these are the only ones who will be offered the opportunity to make reviews of the Items purchased within a maximum period of 3 days from the completion of each transaction.
- 6.4. Users' reviews must always be fair and honest and will be subject in any case to the provisions of the Terms accessible throughout navigation and which Users must expressly accept.

7. LINK WITH THE “TERMS AND CONDITIONS OF THE “ZARA RESELL” DECOUPLED PLATFORM”

- 7.1. The above provisions are regardless of what is established in the “Terms and Conditions of the “ZARA Resell” Decoupled Platform”, which offers expanded legal information accessible throughout navigation and which Users must expressly accept.