

TERMS AND CONDITIONS OF PURCHASE AND USE

1. INTRODUCTION

This document (together with the documents listed herein) sets forth the Terms and Conditions applicable to the use of this website (www.zara.com) and to the purchase of products through this website (hereinafter referred to as the "Terms and Conditions").

We urge you to carefully read the Terms and Conditions, our Cookie Policy and our Privacy Statement (hereinafter collectively referred to as the "Data Protection Policy") before using this website. When you use this website or place an order on it, you are aware that you are bound by these Terms and Conditions and our Data Protection Policy. If you do not agree to the Terms and Conditions or the Data Protection Policy, you should not use this website.

These Terms and Conditions are subject to change. It is your responsibility to read them regularly, as the Terms and Conditions in effect at the time of the establishment of the relevant Agreement (as set out below) or the use of this website are the Terms and Conditions that apply.

If you have any questions regarding the Terms and Conditions or the Data Protection Policy, please contact us using the contact form.

The Agreement concluded to purchase a product (hereinafter: the "Agreement") may be executed in any of the languages in which the Terms and Conditions are available on this website.

2. OUR INFORMATION

This website is operated under the name ZARA and the sale of ZARA and ZARA HOME goods via this website is carried out by ITX NEDERLAND B.V., a Dutch private limited company located at Nieuwezijds Voorburgwal 305, 1012 RM in Amsterdam, the Netherlands, phone number: +3120 530 5660, fax number +3120 530 5663, e-mail address: info-nl@zara.com, registered in the Commercial Register of the Chamber of Commerce with number: 20081830 with Dutch VAT number NL804615627B01.

3. YOUR INFORMATION AND YOUR VISITS TO THIS WEBSITE

The information or personal data you provide to us will be processed in accordance with the Data Protection Policy. When you use this website, you consent to the processing of the information and data and you represent that all information and data provided are true and correspond to reality.

4. USE OF OUR WEBSITE

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

- i. To only use this website for legitimate information or orders.
- ii. Not to place false or fraudulent orders. If it can reasonably be considered that such an order has been placed, we are entitled to cancel it and inform the relevant authorities.

- iii. To truthfully and accurately provide us with your email address, postal address and/or other contact information. You also agree that we may use this information to contact you, if necessary (see our Privacy Statement).

If you do not provide us with all the information we need, you will not be able to place your order.

When you place an order through this website, you indicate that you are over the age of 18 and legally eligible to enter into agreements.

5. AVAILABILITY OF SERVICE

All orders are subject to the availability of the products and, in this regard, we reserve the right to refund you the amount paid in case of delivery problems or because products are no longer in stock.

You can order products from another EU Member State than the Netherlands via this Dutch website. However, the ordered products will only be delivered to a ZARA store or delivery address in the Netherlands.

6. ESTABLISHMENT OF THE AGREEMENT

To place an order, follow the online purchase procedure and press “Complete Order”. After you have done so, you will receive an email to confirm your order (“Order Confirmation”). You will be notified by email that your order has been shipped (“Shipping Confirmation”).

7. PRODUCT AVAILABILITY

All product orders are subject to product availability. If there are problems with the delivery of products, or if items are no longer in stock, we reserve the right to inform you of replacement products that you can order and that are of equal or higher quality and value. If you do not wish to order the replacement products, we will refund any amounts you may have already paid.

8. REFUSAL OF ORDER

Removal of products

We reserve the right to remove products from this website and to remove or edit any materials or content from this website, at any time. While we always make every effort to process all orders, exceptional circumstances may occur that force us to refuse to process an order after we have sent the Order Confirmation, and we reserve the right to do so, at any time.

We are not liable with respect to you or any other third party for removing any product from this website, for removing or editing any materials or content from the website, nor for not processing any order, after we have sent the Order Confirmation.

Fair use of services

In case any of the events listed below, we are entitled to take appropriate measures based on our reasonable judgment against any behaviour or user that violates relevant laws, regulations or these Terms and Conditions, including but not limited to limiting the purchase quantity of a single product, limiting the total quantity of products placed in a single order, restricting payment methods, restricting your shopping on this website, cancelling orders or taking other measures, and we don't need to assume any liability or make any compensation to you. If you have already made the payment, we will refund you by the method of payment you used while purchase. Such measures can be taken in one or more of the following events:

- You violate or go against relevant laws and regulations, these Terms and Conditions, the principles of fairness and good faith, or the public order and good morals.
- You purchase products on our website not for consumption needs, including but not limited to the ordered products being for distribution or resale purpose, ordering more products than normal consumption needs. Its manifestations include but are not limited to one or more of the followings:
 - a. multiple different accounts with the same, similar or fictitious receipt address without reasonable reason;
 - b. multiple different accounts with the same recipient phone number, payment account, recipient, or IP address without reasonable reason.
- You commit the following behaviours that affect the normal operation and trading order of this website and infringe on the fair-trading rights of other customers, including but not limited to:
 - i. malicious use of technology or other methods to register multiple different accounts and place orders, etc., in order to bypass purchase restrictions, obtain discounts or other benefits;
 - ii. use of the auto-purchase software or other similar tools to place multi orders, repeat purchases, or panic buying the products;
 - iii. frequent purchase of a large number of products through one account or more associated accounts (with the same, similar or fictitious receipt address, with the same receipt phone number, payment account, receipt, or IP address, etc.) and abnormally frequently initiate a large number of returns and/or refunds, and other malicious returns or abnormally high return rate;
 - iv. Within a certain period, you have claimed a refund for products not returned to us or products not sold by us to a certain amount or to a certain number of times without reasonable reason;
 - v. You return fake products.
- You commit the behaviour that affect the security of this website.

If you don't agree with our above measures, you can contact our customer service to file an appeal.

9. DELIVERY

Notwithstanding Article 7 concerning product availability, except for special circumstances, we make every effort to ship the order of the product(s) listed in the Shipment Confirmation by the date indicated in the relevant Shipment Confirmation; or, if no delivery date is specified, within the estimated time frame specified in the selection of the delivery method and, in any event, within a maximum period of 30 days from the date of the Order Confirmation.

The virtual gift card will be delivered on that date you specified when placing the order.

However, delays may occur for reasons resulting from product customisation, the occurrence of unforeseen circumstances, or the delivery area.

If for any reason we are unable to meet the delivery date, we will notify you and allow you to proceed with the purchase by setting a new delivery date, or cancel the order with a full refund of the amount paid. In any case, please note that we do not deliver to your home on Saturday or Sunday, except for virtual gift cards. These will be delivered on the date you have provided.

Taking into account these Terms and Conditions, it is assumed that the "delivery" has taken place, or the order has been "delivered" at the time you or a third party appointed by you acquires physical possession of the products, which will be demonstrated by signing for receipt of the order, at the agreed delivery address.

The virtual gift card will be considered delivered as stated in the Terms and Conditions of Use of the gift card, and, in any case, at the time the card is sent to the email address you have provided.

10. INABILITY TO DELIVER

If we are unable to deliver your order, we will try to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. We will leave a message stating where your order is located and what to do to have it re-delivered. If you are not present at the place of delivery at the agreed time, please contact us to arrange delivery on another day.

If the products have not been delivered 30 days after the first attempt to deliver the products, for reasons that cannot be attributed to us, we assume that you wish to cancel the Agreement and it will be terminated. As a result of the termination of the Agreement, all payments you have made up to that time shall be refunded to you, including delivery costs (with the exception of any additional costs, as a result of your choice of a method of delivery other than the standard delivery offered by us) without delay and, in any event, no later than 14 days after the date on which the Agreement is terminated.

Please note that the transport as a result of termination of the Agreement may incur additional costs and that we are authorised to charge you for these.

This provision does not apply to the virtual gift card. Delivery of the virtual gift card is subject to the provisions of the Gift Card Terms and Conditions of Use and the provisions of Article 9 above.

11. DIRECT DELIVERY

If you decide to pick up your online order from the store that you selected with your order and this store offers the “Direct Delivery” service, you may receive your order on the dates indicated in our online store.

If the “Direct Delivery” service has been activated by the store as a result of your order, you will be contacted to indicate that the order is ready for pick up. You can pick up the order in person, by showing your order number and ID card, or by someone else designated to pick up your order for you. This person must then also be able to show the order number and an ID card.

The “Direct delivery” is carried out by ITX Nederland BV.

As this is a “remote purchase”, in addition to applicable regulations, these Terms and Conditions will (also) apply to your order, if processed through Direct Delivery.

12. TRANSFER OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks will be your responsibility from the time of delivery.

Ownership of the Products shall transfer to you as soon as we have received full payment of all amounts due in respect of the Products, including delivery costs, or at the time of delivery (as provided in Article 9 above), should this occur at a later time.

13. PRICE AND PAYMENT

The price of the products is the price that is stated on our website at all times, except where there is an apparent error. While we do everything we can to ensure that the prices on the website are correct, errors may occur. If we discover an error in the price of any of the products you have ordered, we will inform you as soon as possible and allow you to confirm or cancel the order at the correct price. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be refunded to you, in full.

We are under no obligation to deliver products to you at an incorrect lower price (even after we have sent the Shipment Confirmation) if the error in the price is clear and unmistakable and you could have reasonably recognised the incorrect price.

The prices on our website include VAT, but exclude shipping costs. These will be added to the total amount as indicated in “Purchase and Return Policy” under “Shipping”.

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

After you have selected all the products you want to buy, they will have been added to your shopping basket. The next step is to process and pay for the order. To do this, you must follow the steps of the ordering process and complete and verify the information requested at each step. Later in the order process, before payment, you can adjust the details of your order. A detailed description of the ordering process is included in the Purchase and Return Policy. Registered users will find an overview of all their placed orders in the "My Account" section.

Our usual payment methods are listed on the website. During the processing of the purchase, the payment methods that are applicable for you will be listed. You can also pay all or part of your order with a Zara gift card or voucher, if this is indicated on the website.

To minimise the risk of unauthorised access, your credit card information will be encrypted. At the time we receive your order, we will pre-authorise your credit card to determine if there are sufficient funds to complete the transaction. Your credit card will be charged at the time your order leaves our warehouse.

By clicking “Order and Pay”, you confirm that the credit card belongs to you or that you are the legitimate holder of the gift card or voucher.

Credit cards are subject to validity checks and authorisation by the card issuer. If the card issuer does not authorise payment, we will not be liable for any delays or non-delivery and will not be able to enter into an Agreement with you.

The “Change size” related to Zara products is only available if one of the following means of payment has been used: AMEX, MasterCard and VISA. The “Change size” option is not available for Zara Home goods.

Ordering via in-store electronic devices and paying for those purchases

If you place your order via one of the electronic devices available in the ZARA stores in the Netherlands, you must follow the steps indicated and complete and verify the requested information at each step. During the purchase process, before payment, you can change the details of your order. You must choose your payment method and indicate if you need a gift card (if available), before placing your order. Please note that a final legally binding order will be placed at the time you press the relevant “Authorise Payment” button on the device screen. You will then have to pay for your order, once it has been placed.

Payment can be made by Visa, Mastercard or American Express card, and the above provisions regarding validation checks and authorisation of your card apply. You may also have the option to pay for your order at the cash register, in which case, your payment can be made using one of the payment methods available in those stores.

Please note: if you place your order via an electronic device but wish to cancel the order, you must pay for the order and wait until the items have been delivered before you can return them, in compliance with the return policy, as described in these Terms and Conditions.

Collection of payment (for ITX Nederland B.V.)

Fashion Retail S.A., with its registered office in Avenida de la Diputación, Edificio Inditex, Arteixo, La Coruña (Spain), registered in the register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, with VAT number A-70301981, will receive all payments and make (return) payments on behalf of ITX Nederland B.V. with regard to all payments that take place via its online platform. Fashion Retail S.A., like ITX Nederland B.V., is also part of the Inditex Group.

14. ORDERING AS A GUEST USER

The guest user ordering feature is also available on the website. When ordering in this way, you will only be asked for information that is necessary for the processing of the order. Upon completion of the order, you will have the option to register as a user or continue as an unregistered user.

15. VALUE ADDED TAX

According to the applicable provisions and regulations, all purchases made via the website are subject to value added tax (VAT), except for purchases delivered directly to customers in the Canary Islands, Ceuta and Melilla.

In this respect and in accordance with Chapter I of Title V of the Council Directive 2006/112/EC dated 28 November 2006 on the common VAT system, the place of delivery should be in the Member State of the address where the items are to be delivered and VAT should be calculated at the rate applicable in the Member State in which the items are to be delivered in line with the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the reverse charge arrangement (reversal scheme, Article 194 of Directive 2006/112) may apply to goods delivered in certain Member States of the European Union if the customer is or should be a taxable person for VAT purposes. If this is the case, we will not charge any VAT, provided the recipient confirms that the VAT on the items delivered will be borne by the customer, in accordance with the reverse charge procedure.

Orders to be delivered to the Canary Islands or to Ceuta and Melilla shall be free of VAT as provided for in Article 146 of the abovementioned Directive, provided that applicable taxes and customs duties are applied in accordance with the applicable provisions.

16. RETURN POLICY

16.1 Legal right of withdrawal

Right of withdrawal

As a consumer, you have the right to withdraw from the Agreement, within a period of 14 days, without giving reasons.

The withdrawal period expires 14 days after the day on which you, or a third party other than the carrier designated by you, have received the product. If you have ordered multiple products with different delivery times in one order, the withdrawal period will expire 14 days after the day on which you, or a third party other than the carrier designated by you, have received the last product.

In order to exercise the right of withdrawal, you must notify us of your decision to withdraw from the Agreement by an unequivocal statement (for example, in writing by regular mail or email) to ZARA regarding Zara goods and Zara Home regarding Zara Home goods, by emailing info-nl@zara.com or using our contact form. You may use the template withdrawal form attached to these Terms and Conditions, but this is not mandatory.

In order to comply with the withdrawal period, it is sufficient to send your notification regarding your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of the withdrawal

As you withdraw from the Agreement, all payments you have made up to that time shall be refunded to you, including delivery costs (with the exception of any additional costs as a result of your choice of a method of delivery other than the cheapest standard delivery offered by us) without delay and in any event no later than 14 days after we have been informed of your decision to withdraw from the Agreement. We will refund you with the same form of payment as you used to make the original transaction. In any case, you will not be charged for such refunds. Notwithstanding the foregoing, we may refuse the refund until we have received the products back, or until you provide proof that you have returned the products, whichever occurs first.

You must return the products to us immediately and, in any event, no later than 14 days after the day on which you informed us of the withdrawal from the Agreement, or hand them over to us at a ZARA store in the Netherlands. Zara Home products may also be dropped off or handed over at a Zara Home store. To respect the deadline, you must ship the products before the end of the 14-day deadline.

You will bear the direct costs of returning the products, unless you return the goods yourself to a ZARA or Zara Home store in the Netherlands. For information about the return costs, see: <https://www.zara.com/nl/nl/help>. In addition, with regard to Zara Home products, only large and heavy products can be returned via a Courier we have organised.

If you exercise your right of withdrawal and you are the person responsible for the transport of the returned goods, we do not accept any risk with regard to the product and/or the products themselves. If a returned product exhibits a defect that cannot be attributed to us, we are entitled to send it back to you. The associated costs will then be charged to you.

16.2 Contractual right of withdrawal

In addition to the legally recognised consumer and user right of cancellation as stated in Article 16.1 above, we grant you a period of 30 days from the Shipment Confirmation to return the products (with the exception of the products listed in Article 16.3 below, for which the statutory right of cancellation is excluded). Return of the Gift Card is subject to the Gift Card Terms and Conditions of Use.

If you return the products within the contractual term of the right of withdrawal, but after the legal term of 14 days after the delivery date has expired, you will only be refunded the amount paid for these products excluding shipping costs. The return costs to be charged are listed on the website on the help page (see: <https://www.zara.com/nl/nl/help>). You are responsible for the direct costs of returning the product, unless you return the goods yourself to a ZARA store in the Netherlands. In addition, with regard to Zara Home products, these may also be handed over in the Zara Home store. Large and heavy Zara Home products can only be returned via a Courier we have organised.

You may exercise your contractual right of withdrawal, in accordance with the provisions of Article 16.1 above; however, you must inform us of your intention to withdraw from the Agreement. After the

statutory withdrawal period, you must, in any case, hand over the products to us within the period of 30 days after the Shipment Confirmation. You will be reimbursed with the same form of payment to the extent technically possible.

After the expiry of the contractual withdrawal period, you can no longer invoke the right of withdrawal. If you return the products after the term of the contractual right of withdrawal, the products remain your property and at your risk as determined in Article 12. We will make a reasonable efforts to return the products to you at your expense and risk. If you refuse the purchase or do not provide the necessary information that is necessary for the return delivery, we are entitled to: (i) dissolve the purchase agreement and claim damages; or (ii) store the products in a warehouse for a period of six (6) months at your expense and risk. If, after the expiration of this period of four (4), the products are still in our warehouse, we are entitled to sell the products or use them otherwise.

16.3 Common provisions

You have no right to cancel the Agreement, if it concerns the delivery of any of the following Products:

- i. Individualised items;
- ii. Music CDs/DVDs without original packaging; and
- iii. Sealed goods that cannot be returned for hygiene reasons and of which the seal has been broken after delivery.

Your right to cancel the Agreement only applies to products that are returned in the same condition in which you received them. No refund will be given if the product has been used, or if products are not in the same condition as when they were delivered, or if products are damaged. So, be careful with the product(s) while (they) are in your possession. Return the products in or with the original packaging, instructions and other documents that may be included. In any case, you must send the product to be returned with the ticket that you received with the delivery of the product.

In the event of cancellation, the affected products must be returned in the following manner:

- (i) Returning to a ZARA or Zara Home Store:

You can return products to all ZARA stores in the country where your product was delivered and that have the same department as the goods you wish to return belong to. You can also return Zara Home products to a Zara Home store. In that case, you will go to one of these stores and offer the item along with the ticket that was enclosed with the delivery of the product, properly filled in.

- (ii) Return to drop-off point

When returning product(s) to a drop-off point, you must contact us via the webform or by phone, to determine the drop-off point to which the product should be taken. You must return the product in the same packaging as you received it by following the instructions in the "Return" section of this website. Large and heavy Zara Home products cannot be returned via a drop-off point, but can only be returned via a Courier we have organised.

If you do not return the products to the store yourself, you are responsible for the return costs. If you decide to return the items to us on a “cash on delivery” basis, we may charge you for any expenses we may incur.

After we have checked the item, we will inform you of your right to a refund of the amounts paid. Shipping costs will be refunded, if the right of withdrawal has been exercised within the statutory period and all products comprising the relevant package have been returned. We will make the refund as soon as possible, in any event, within 14 days from the date you notified us of your intention to cancel the contract. Notwithstanding the foregoing, we may refuse the refund until we have received the products back, or until you provide proof that you have returned the products, whichever occurs first. The refund will always be made using the same means of payment as you used to pay for your purchase.

You bear the cost and risk of returning the products, if you have not chosen to return them to the store yourself, as indicated above.

If you have any questions, please contact us via our contact form or by phone.

16.4 Return of defective products

In the event that, at the time of delivery, you find that the product does not comply with the provisions of the Agreement, you must immediately contact us via our contact form or by phone and inform us of the product details and the damage. You will then receive instructions from us.

You can return the product in all our ZARA stores in the Netherlands. You can also return Zara Home products to a Zara Home store. If you wish to return the product, you must indicate this via your Zara account and then you will be sent a return label at home. You can then use it to return the product. If you have ordered the product as a guest (and therefore you do not have a Zara account), you can request the return label via the link in the email you received in response to your purchase.

We will check the returned product thoroughly and notify you by email, within a reasonable period of time, about your right to replacement or (where applicable) refund. The refund or replacement of the product will take place as soon as possible and, in any event, within 14 days from the date we send you an email to confirm that refund or replacement of the product will take place.

The amounts paid for products returned as a result of damage or defects will, if this is indeed the case, be refunded in full, including the shipping costs and the costs you incurred to return the product to us. Refunds will be made using the same form of payment as you used to pay for your purchase.

All rights included in the current legislation will in any case be guaranteed.

16.5 Exchanging sizes

If a purchased product is the wrong size and it was not paid via iDEAL or PayPal, you may request to exchange the size of the product without additional transportation charges for the replacement product. In that case it is mandatory that you return the product with the incorrect size. This will not affect your right of withdrawal. That right shall remain in full force and effect.

You can submit your request for the exchange of the size on the website via “Orders and Returns” in the “My Account” section of the website. You must select the new size of your product and if (i) it is the same product, (ii) the price on the website is the same or higher than what you paid for the original product (in which case no fees will be charged) and (iii) certain forms of payment have been used (see Article 14 of these Terms and Conditions), you may request to exchange the size. The option to exchange your original product will only be shown, if all of these Conditions are met.

If you have requested an exchange and selected the correct payment method, you must return the original product in its original condition, thus unworn, undamaged, unwashed and unchanged, such at our discretion, to a Zara store in the Netherlands. You must return the original product without undue delay and, at least, within a maximum period of 14 calendar days from the time your exchange request is submitted on the website. Neither return option will result in additional charges for you.

If you return the product to a ZARA store in the Netherlands or deliver it to the drop-off point, you must also return the ticket that was included in the delivery of the product.

After you have chosen the way in which you return the product, we will send you the product in the adjusted size, within 2 to 3 days of submitting your request. It will in any case be sent within a maximum of 30 days after submission of the exchange request. This will not entail any additional costs for you. The new order will be subject to these Terms and Conditions of Purchase and Use, including the right of withdrawal.

If you have not returned the original product to us in its original condition, thus unworn, undamaged, unwashed and unaltered, 14 calendar days after you made the exchange request through the Website, such at our discretion, we will be entitled to charge shipping fees for the new order, in accordance with the provisions of these Terms and Conditions of Purchase and Use.

17. PERSONALISED ITEMS

You should be aware that the actual colours, textures and dimensions may differ from what you see on your screen for technical reasons that we cannot do anything about. You should also note that since these are personalised garments, you cannot exchange or return the products.

You guarantee that you have permission to use the texts and the other elements that are part of the personalisation. Even though we reserve the right to reject your personalisation or cancel orders for personalised products because these Terms and Conditions are not met, you are solely liable for the personalisation you request. We may refuse your personalisation or cancel orders of personalised products, if we find that (part of) the personalisation contains inappropriate elements, elements owned by third parties or which are unlawful in any way.

We have no obligation to check the texts or other elements that are part of the personalisation created by the users of this service, and we are not liable for such. We do not guarantee the legality of the relevant texts or other elements and as a result, we are in no way liable for the direct or indirect damage and/or disadvantages for the user(s) and/or any other third party - whether private individuals or government or

private institutions - as a result of the use of the ZARA EDITION section or those sections that are directly or indirectly related to this section and/or the products covered by it.

18. LIABILITY AND DISCLAIMERS

Unless expressly stated otherwise in these Terms and Conditions, our liability with respect to products purchased via our website is strictly limited to the purchase price paid for said product.

Without prejudice to the above, our liability is not excluded or limited in the following cases:

- i. In case of death or personal injury;
- ii. In case of fraud or fraudulent deception; or
- iii. In all cases in which it would be illegal or unlawful to exclude, limit or attempt to exclude our liability.

Notwithstanding the provisions of the above paragraph, to the extent permitted by law and unless otherwise stated in these Terms and Conditions, we accept no liability for the following losses, regardless of their origin:

- i. loss of revenue or turnover;
- ii. business loss;
- iii. loss of profits or contracts;
- iv. loss of anticipated savings;
- v. loss of data; and
- vi. loss of management time or office hours.

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

All product descriptions, information and materials displayed on this website are provided as “such”, without any express or implied warranties thereon, except as provided by law. If you enter into an agreement as a consumer or user, we are obliged in this regard to deliver products that are in accordance with the Agreement, and we are liable for any non-conformity at the time of delivery. The Products will be deemed to be in accordance with the Agreement if they: (i) meet the description we have provided and possess the characteristics we have presented on this website, (ii) are suitable for the purposes for which such Products are commonly used, and (iii) demonstrate the quality and performance that is customary for Products of this type and that can reasonably be expected.

To the extent permitted by law, we exclude all warranties except those that cannot be lawfully excluded for the benefit of consumers and users.

The products we sell, and specifically the artisanal products, often possess the properties of the natural materials used in their manufacture. These properties, such as variations in material, structure, knots and

colour, cannot be considered defects or damage. Conversely, you should consider and appreciate these variations. We only select products of the highest quality. However, natural properties are unavoidable and must be accepted as part of the individual appearance of the product.

The provisions in this article do not affect your legal rights as a consumer and user, or your right to cancel the Agreement.

19. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyrights, trademarks and other intellectual property rights to the materials or content contained in this website are owned by us or our licensors at all times. You may only use this material, if we or the licensors expressly consent to this. This does not prevent you from using this website to the extent necessary to copy the information from your order or Contact Details.

20. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You may not use this website improperly by knowingly introducing viruses, Trojan horses, worms, logic bombs, or any other software, or other malicious or technologically harmful material. You may not attempt to gain unauthorised access to this website, the server on which this site is located, or any other server, computer, or database connected to our website. You agree not to attack this website through a “denial-of-service attack” or a distributed “denial-of service attack”.

Failure to comply with this provision is considered a violation as described by applicable regulations. We will report any non-compliance with this requirement to the appropriate authorities and work with them to identify the attacker. In the event of non-compliance with this provision, the authorisation to use this website will also be suspended immediately.

We cannot be held liable for any damages or disadvantages resulting from a “denial-of-service attack”, virus or any other software or technologically harmful or detrimental material that may affect your computer, IT equipment, data or material resulting from the use of this website or the downloading of content from such or from websites to which this site leads you.

21. LINKS FROM OUR WEBSITE

If our website contains links to other third-party websites and materials, these links are provided for information purposes only. We have no control over the content of these websites or materials. Therefore, we do not accept any responsibility for any damages or defects arising from the use of these links.

22. WRITTEN COMMUNICATION

Applicable regulations require that certain information or communications we send you must be in writing. By using this website, you accept that communication with us takes place primarily by electronic means. We will contact you by email or provide you with information by posting notices on this website. For contractual purposes, you consent to the use of these electronic means of communication and you accept that all agreements, notifications, information and other communications that we send to you

electronically satisfy the legal requirements that they must be in writing. This condition is without prejudice to your legal rights.

23. NOTIFICATIONS

The notifications you make to us should preferably be sent via our contact form. Subject to Article 22 above and unless otherwise stated, we may send you notices to the email address or postal address you provided to us when placing an order.

Notices are deemed to have been received and duly made immediately after they are posted on our website, 24 hours after sending an email, or three days after the date of sending a letter. As proof that a notification has been sent, in the case of a letter, it is sufficient to prove that it has been properly addressed, postage-paid and duly delivered to the post office or in a letterbox; in the case of an email, that the notification has been sent to the email address provided by the recipient.

24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Agreement is binding for you and for us, as well as our respective successors, assignees and heirs.

You may not assign, give up, encumber or otherwise transfer any Agreement or any of its rights or obligations arising therefrom, without our prior written consent.

We may assign, give up, encumber, outsource or otherwise transfer any Agreement or any rights or obligations arising therefrom, at any time during the term of the Agreement. To avoid any doubt, we hereby state that such transfer, assignment, disposal or other waiver shall not prejudice the statutory rights as a consumer or, in any way, cancel, restrict or limit the express and implied warranties that we have been able to give you.

25. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delayed performance of any obligations we enter into under any Agreement if caused by events beyond our reasonable control (“Force Majeure”).

Force majeure includes any acts, events, non-exercises, omissions or accidents that are reasonably beyond our control, including the following:

- i. Strikes, lock-out or other forms of protest.
- ii. Social unrest, insurrection, invasion, terrorist attack or threat, war (whether or not declared), or threat of or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, landslide, epidemic or other natural disaster.
- iv. Inability to use trains, boats, aircraft, motorised transportation or other public or private means of transportation.
- v. Inability to use public or private telecommunications systems.
- vi. Decisions, decrees, laws, regulations, or restrictions of a government or on behalf of a government.

- vii. Strike, breakdown or accident in case of transfer by sea or river, mail transport or any other type of transport.

Our obligations arising from Agreements will be suspended for the period that the Force Majeure continues, and the period in which we must comply with these obligations will be extended for a period equal to the duration of the Force Majeure situation. We will use all reasonable means to end the situation of the Force Majeure, or to find a solution that allows us to fulfil our obligations arising from the Agreement, despite the situation of the Force Majeure.

26. WAIVER OF RIGHT

The absence of our requirement for you to strictly comply with your obligations under any Agreement or these Terms and Conditions, or our failure to exercise any of the rights or actions conferred on us under this Agreement or the Terms and Conditions, does not constitute a waiver or limitation of such rights or actions, and does not relieve you from compliance with those obligations.

Waiver by us of any specific right or legal act does not imply waiver of any other rights or legal acts arising from the Contract or the Terms and Conditions.

Any waiver by us of any of these Terms and Conditions or of any rights or actions arising under the Agreement shall not be effective unless it is expressly stated that it concerns a waiver of rights and that this was determined in accordance with the provisions of the Notifications paragraph above and was notified to you.

27. PARTIAL ANNULMENT

If any of these Terms and Conditions or any of the provisions of an Agreement is declared invalid and void by a competent authority, the remaining Terms and Conditions shall continue to apply without being affected by said annulment.

28. FULL AGREEMENT

These Terms and Conditions and all documents referred to in these Terms and Conditions constitute the entire Agreement between you and us with respect to the purpose of the Agreement, and supersede any prior understanding, agreement or arrangement made between you and us orally or in writing.

Both you and we acknowledge that we have agreed to enter into the Agreement independently of any statement or promise given by the other party or which may be inferred from any statement or document from the negotiations between the two parties prior to said Agreement, except as expressly stated in these Terms and Conditions.

Neither you nor we will take any action regarding any untrue statement made by the other party, either verbally or in writing, prior to the date of the Agreement (unless such untrue statement has been fraudulently made) and the only action that may be taken by the other party will be in accordance with the provisions of these Terms and Conditions as a result of breach of contract.

29. OUR RIGHT TO CHANGE THESE TERMS AND CONDITIONS

We have the right to revise and amend these Terms and Conditions, at any time.

You are bound by the policies and Terms and Conditions in effect at the time you use this website or place an order, except where we are required by law or government decision to make retroactive changes to these policies, Terms and Conditions or Privacy Statement, in which case the changes will also apply to orders that were previously placed by you.

30. APPLICABLE LAW AND CHOICE OF LAW

The use of our website and the agreements for the purchase of products via this website are governed by Dutch law.

Any dispute arising out of or in connection with the use of the website or with such agreements shall be subject to the non-exclusive jurisdiction of the Dutch courts.

If you enter into the Agreement as a consumer, nothing in these Terms and Conditions will affect your rights, as recognised by applicable law.

31. COMMENTS AND SUGGESTIONS

Your comments and suggestions are welcome. Please send us your comments and suggestions via the contact form.

Official complaint forms are available for consumers and users. These can be requested by calling +3120 530 5660 or via our contact form.

If, as a user, you believe that your rights have been violated, you can send your complaints to info-nl@zara.com to reach an out-of-court solution.

If the purchase is made online by our website, we hereby inform you that, in accordance with EU Regulation No. 524/2013, we are entitled to resolve the dispute out of court using the online dispute resolution accessible at: <http://ec.europa.eu/consumers/odr>.

Updated September 2023.

APPENDIX**Template form for withdrawal**

This completed form allows you to indicate that you wish to withdraw from the Agreement and return the purchased product. The General Terms and Conditions apply to this, in particular the Terms and Conditions with regard to the return policy (see Article 16 General Terms and Conditions).

To the attention of ITX Nederland B.V., Voorburgwal 305, 1012 RM in Amsterdam, the Netherlands, or to:

info-nl@zara.com.

I hereby inform you that I am withdrawing from my agreement regarding the sale of the following products:

Ordered on/received on (*)

Name of consumer

Address of consumer

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

Date

(*) Strikethrough what does not apply