

CONDITIONS OF PURCHASE AND USE WWW.ZARA.COM

1. INTRODUCTION

This document (together with the documents mentioned in the annex) sets out the conditions that determine the use of this website (www.zara.com) and a purchase of products on the same (hereinafter "Conditions").

We ask you to carefully read the conditions, our policies regarding a and our privacy policy before using this website. By using this website or placing an order through it, you are aware that you must comply with these conditions and our privacy policies. Therefore, if you do not agree with all the conditions and privacy policies, you should not use this website.

These conditions may be changed, it is your responsibility to read them periodically, since the conditions in force at the time of using the website or entering into the contract (as defined below) are those that will apply.

If you have any questions regarding the privacy conditions or policies, you can contact us through our contact form.

The Contract may be concluded, at your choice, in any of the languages in which the Conditions are available on this website.

2. OUR DATA

This website is run under the name ZARA by ITX PORTUGAL - CONFECÇÕES, S.A., a public limited company, with registered office at Avenida Fontes Pereira de Melo, n.º 49, 2nd left, 1050-120 Lisbon, registered at the Commercial Registry of Lisbon, under the number 500 781 419, which is also the identification number of a legal person, with a share capital of € 4,800,000.00 (four million and eight hundred thousand euros), and the e-mail info-pt@zara.com

3. YOUR DATA AND YOUR VISITS TO THIS WEBSITE

A information or data provided by the customer will be treated in accordance with o set forth in the Privacy Policy. By using this website, the customer is to consent to the processing of said information and data and declares that all the information or data you provide us with are true and correspond to reality.

4. USE OF OUR WEBSITE

By using our website and/or placing orders through it, you undertake to:

4.1. Use this website only to make legally valid enquiries or orders.

4.2. Do not place any false or fraudulent orders. If, rationally, we can consider that an order of this nature has been placed, we will be authorized to cancel it and inform the competent authorities.

4.3. Provide us with your email address, postal address and/or other contact details, truthfully and accurately. You also consent to the use of the information provided to contact you (if necessary to consult our Privacy Policy). If you do not provide us with all the necessary information, we will not be able to process your order.

By placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts.

5. AVAILABILITY OF THE SERVICE

The items presented on this website are available for delivery only in Portugal.

If you wish, you can order items from another EU Member State, outside Portugal, through this website, and the ordered items can only be delivered to ZARA stores or delivery addresses in Portugal.

6. CONCLUSION OF THE CONTRACT

To place an order, you must follow the online purchase procedure and click on "Authorize Payment", and you must first read and accept these Conditions of Purchase. By doing so, you are entering into a contract of sale with us (the "Contract").

You will subsequently receive an email acknowledging receipt of your order (the "Order Confirmation"). You will also receive an email, in which we will confirm that the order has been dispatched (the "Delivery Confirmation"). An electronic ticket with your order details must be attached to the Delivery Confirmation (the "E-ticket").

7. AVAILABILITY OF PRODUCTS

All orders for products will be subject to product availability. In this regard, if any difficulties occur regarding the supply of products or if there are no items in stock, we will immediately inform you of the unavailability, and refund any amount paid by you within 30 days.

8. DELIVERY

Without prejudice to the provisions of Clause 7 above, relating to the availability of the products, and unless extraordinary circumstances occur, we will attempt to dispatch the order for the products mentioned in each Delivery Confirmation prior to the date indicated in the relevant Delivery Confirmation or, if no delivery date has been specified, within 30 days of the date of the Order Confirmation.

For the special ZARA 50th Anniversary "50Creators50Products" collection, deliveries will always be made exclusively to the delivery address provided by the customer at the time of purchase, and deliveries to physical stores, collection points, or other alternative locations are not permitted.

However, delays may occur for any of the following reasons:

- customization of products;
- specialized articles;
- unforeseen circumstances; or
- Problems in the delivery area.

Regarding the virtual gift card, we deliver it on the date indicated by you at the time of placing the order.

If we are unable to meet the delivery date for reasons beyond our fault, we will inform you of this circumstance by giving you the option to continue with your purchase, set a new delivery date, or cancel the order with a full refund of the amount paid, without prejudice to all other rights you may have under applicable law. In any case, we do not deliver on Saturdays or Sundays, except in the case of the virtual gift card, which will be delivered on the date indicated by you.

In accordance with these conditions, the "delivery" must have been made or the order "delivered" when the customer or a third party indicated by him is physically in possession of the products, which will be evidenced by the signature of the order receipt at the delivery address indicated.

The gift card will be deemed to have been delivered as provided for in its Terms of Use and, in any case, at the time of sending it to the email address indicated by you.

9. IMPOSSIBILITY OF DELIVERY

If it is impossible for us to deliver your order, we will leave a note indicating where your order is and what to do to get it delivered again. If you are not at the drop-off location at the agreed time, we ask you to contact us so that we can arrange delivery for another day.

Please note that if you do not deliver the product within the stipulated time, you may be charged for the costs of storing the products and re-attempting the delivery.

This clause does not apply to the Virtual Gift Card, the delivery of which is governed by the terms of use of the Gift Card and the rules set out in clause 8 above.

10. INSTANT DELIVERY

If the customer has chosen the in-store delivery option, they may receive a notification from our "Instant Delivery" service informing them that it is available for the items in their order. This service is dependent on stock availability and other factors, and therefore cannot be chosen by the customer when placing his order. If you receive notification that "Instant Delivery" is available, your order will be available for pickup at the store you have designated, prior to the delivery dates set forth in the Buying Guide section of our website.

Once your "Instant Delivery" order has been prepared, we will contact the customer to let them know that they can pick up the order. The application can be collected in person (upon presentation of the application number and a document proving your identity) or you can appoint another person to collect your application. In this case, the nominated person will have to present the application number and a document proving their identity.

The terms of this Clause 10 (together with the other terms) will apply to you if you make a purchase through the "Instant Delivery" service, and are subject to any other applicable rules.

11. TRANSFER OF RISKS AND OWNERSHIP OF PRODUCTS

The risks of the products will be borne by the customer from the moment of their delivery.

The Client will acquire ownership of the products when we receive full payment of the amounts due in respect of the goods, including shipping costs, or at the time of delivery (as defined in Clause 8 above), if this date is later.

12. PRICE AND PAYMENT

The price of each product will be the one stipulated at any time on our website, except in the case of an obvious error. While we try to ensure that all prices on the page are correct, errors may occur. If we detect an error in the price of any of the products you have ordered,

we will inform you as soon as possible and give you the option to reconfirm the order at the correct price or cancel it. If we are unable to contact you, your order will be cancelled and you will be refunded in full.

We will not be obliged to supply you with any product at the incorrect lower price (even if we have sent you the Dispatch Confirmation) if the pricing error is obvious and unambiguous and could reasonably have been recognized by you as being an incorrect price.

The prices on this website include VAT but do not include shipping costs, which will be added to the total amount due, as stated in our Shipping Guide.

Prices may change at any time, but (except as set out above) any changes will not affect orders for which we have already sent an Order Confirmation.

Once you have made your purchases, all the items you wish to buy have been added to your cart and the next steps will be to complete the order and pay. To do so, you must follow the steps of the purchase process, filling in or verifying the information requested at each step.

In addition, during the purchase process, before payment, the customer can change the details of their order. The user has a detailed description of the purchase process in the Shopping Guide. If you are an already registered user, a record of all requests made by the user will be available in the "My Account" area. You can pay with Visa, Mastercard, American Express, Affinity Card and PayPal. You may also pay all or part of the price of your purchases with an issued ZARA gift card or payment card by ITX (PORTUGAL) – CONFECÇÕES, S.A.

Please note that the "Size Exchange" option is only available when using the following payment methods: American Express, MasterCard and VISA.

To reduce the risks of unauthorized access, your credit card details will be encrypted. Upon receipt of your order, we will pre-authorize your card to ensure that there are sufficient funds to complete the transaction. Your card will be debited as soon as your order leaves our warehouses.

If your payment method is Paypal, the charge will be made at the time we confirm the order.

By clicking on "Checkout", the customer confirms that the credit card is his/her own or that he/she is the rightful owner of the gift card or payment card.

Credit cards are subject to verification and authorization by the issuers, but if they do not authorize payment, we will not be responsible for any delay or non-delivery and will not be able to enter into any Contract with you.

Payments for orders may be processed by Fashion Retail, a company of the Inditex Group, which receives and processes such payments on behalf of ZARA, and is duly authorized to do so. For the sake of clarity, it should be noted that under no circumstances shall Fashion Retail be considered as a party to this contract (namely as a seller of ZARA products).

13. BUY AS A GUEST

This website also allows purchase through the guest purchase feature. In this type of purchase, only the essential data to be able to place your order is requested. Once the purchase process has been completed, you will be offered the possibility to register as a user or continue as an unregistered user.

14. VALUE ADDED TAX

All purchases made through this website are subject to the Portuguese Value Added Tax (VAT) rate in force.

15. EXCHANGE POLICY

15.1 Right of free withdrawal from the contract

According to the applicable regulations, if you are contracting as a consumer, the customer has the legally enshrined right to terminate the contract, up to 14 days, after it was concluded without giving any reason.

The withdrawal period will expire after 14 days from the day on which the customer (or a third party - other than the carrier - indicated by you) physically purchases several items in a separately delivered order, 14 days from the day on which the customer (or this third party indicated by you) physically purchased the last product. To exercise the right to withdraw from the contract, you can contact us via chat available on the website and mobile application, via social networks (Facebook and Twitter) or through our contact form, of your decision to withdraw from this contract by an unequivocal statement (example: a letter sent by post or email). The customer can use the model resolution form, as stated in the Annex. However, the consumer may exercise the right of free withdrawal by any means, and the use of any of the aforementioned means is not mandatory.

To respect the period of free withdrawal of the contract, it is sufficient to send your communication regarding your exercise of the right of withdrawal before the period of withdrawal of the contract expires.

Effects of contract termination

If you withdraw from the Contract, we will refund the amount paid for the products, and any other payments received in respect of the contract (with the exception of return costs if applicable, and additional costs arising from your failure to return using any of the free methods mentioned in Clause 15.3 et seq.) without undue delay and provided that you do not exceed the deadline of 14 days from the day you were informed of your decision to withdraw from this contract. We will make the refund using the same payment method that the customer used for the original transaction. In any case, the customer will not pay any fees arising from said refund. Despite the above, we may withhold the refund until we receive the products back, or until the customer can show evidence that they have returned them.

The customer can send the items for return with the printing of the E-ticket attached to the Delivery Confirmation or deliver them to any ZARA store in Portugal, in which case they can show the e-ticket in digital format on their mobile device or deliver the printing of the e-ticket, without undue delay, not exceeding the deadline of 14 days from the date on which you notified us of the termination of the contract. The deadline is met if the customer returns the products before the 14-day period has expired. This return option is free of charge.

Unless the customer delivers the products to any ZARA store in Portugal, the customer must bear the return costs. We will charge a fixed amount (the amount we refer to in the "Exchanges & Returns" section) that will be deducted from the amount to be returned to the customer.

Please note that, after delivery of the order, if the customer exercises the right to withdraw from the contract and makes the return through a carrier chosen by you and not by Zara, we cannot assume the risk on the return packaging when referring to causes not attributable to Zara.

Likewise, the customer is responsible for the contents of the return package when choosing one of the return methods indicated by Zara. In the event that there is an error in the contents of the return package not attributed to Zara, we have the right to charge the costs associated with the corresponding return to the customer, if applicable.

In the case of the special ZARA 50th Anniversary “50Creators50Products” collection, the customer may exercise the right of withdrawal exclusively by returning the item through a home pickup, using the carrier designated by ZARA, corresponding to the original delivery location. Returns to physical stores or collection points are not permitted.

In this case, the customer must request the pickup through the available contact channels, ensuring that the return is made within a maximum of 14 days from the date on which they informed us of their decision to withdraw from the contract. The return costs will be charged to the customer, with a fixed amount (as indicated in the “Exchanges & Returns” section) deducted from the refund amount.

All rights recognized by the law in force will be safeguarded.

15.2 Contractual right to return products

In addition to the legally recognized right of consumers to withdraw from the contract as set out in clause 15.1 above, we give you a period of 30 days from the date of confirmation of the dispatch of the products to return the products (except for those mentioned in clause 15.3 below, for which the right to return the products is excluded). The return of the gift card is governed by the Gift Card Terms of Use. The customer will be responsible for the direct costs of returning the product if they do not return it to a ZARA store in Portugal or do not return the products through a delivery point determined by us.

O Customer may exercise his right to return the products in accordance with the terms set out in clause 15.1 above for the exercise of the right of free withdrawal from the contract. However, you must inform us of your intention to return the products and deliver the products to us within 30 days from the confirmation of shipment. In other words, in the event of a return of the products by the customer, the customer will have to return the items in order to ensure that they are received by Zara within 30 days from the date of shipment confirmation.

15.3 Conditions for the exercise of the contractual right to return products

O customer does not have the contractual right to return the products, provided for in the clause 15.2 in respect of the following products:

- i. Personalized items
- ii. Music CDs and DVDs without the original packaging.

lii Sealed products that are not suitable for return for hygiene reasons and that have been opened after delivery.

iv. Items purchased as part of the special ZARA 50th Anniversary “50Creators50Products” collection

The contractual right to return the products shall apply exclusively to products that can be returned in the same condition as the customer received them. No refund will be made if the product has been used beyond simply opening its packaging or if it has been damaged; Therefore, the customer should be careful with the products while they are in his possession. Please return the item, using or including the original packaging. It should also include all instructions, labels, documents and packaging of the products.

In any case, you must deliver, duly completed, the receipt you received at the time of delivery of the product, together with the product to be returned.

At the time of return, the respective products must be returned as indicated:

(i) Returns in ZARA stores: you can return any product in any ZARA store in Portugal that has the same section as the products you wish to return. In this case, you must go to any of these ZARA stores and present, along with the product, the e-ticket attached to the email with the shipping confirmation, which can be presented in digital format through your mobile device or through a print of it – This option is free.

(ii) Carrier Returns: When returning the product(s) by a carrier determined by us, you must contact us through our available contact channels, so that the product is delivered to the original delivery location. You must send the product in the same packaging received, with a printout of the eTicket attached to the email with the shipping confirmation. The costs of this method of return will be charged to the customer; we will charge a fixed amount (amount referred to in the "Exchanges & Returns" section) which we will immediately deduct from the amount to be refunded to the customer.

(iii) Returns at collection points: The customer can request a return at a collection point in Portugal determined by us. After having requested the return, the customer will receive an email and the stamped proof of return to print and paste on the order. To request the Franked Return Voucher, please follow the instructions in the "Returns" section of "My Account" on this website. If the customer has purchased any product(s) as a guest, they can request returns at the collection points by writing to our contact form. The costs of this return method will be charged to the customer; We will charge a fixed amount of €1.95, which we will immediately deduct from the amount to be refunded.

If you purchased any products as a guest, you can request returns via carrier through our available contact channels.

If you do not wish to return the products through the free option available, the customer will be responsible for the return costs. Please note that if you decide to return the cash on delivery items to us we will be entitled to charge you for any expenses we may incur.

After examining the article, we will let you know if you are entitled to a refund of the amounts paid. Delivery costs will be reimbursed when the contractual right to return the products is exercised within the contractually defined period and all the products concerned are returned. The return will be made as soon as possible and in any case no later than 14 days from the date on which you communicated to us your intention to return the products. Despite the above, we may withhold the return until we receive the products back or until you can demonstrate evidence that the products have been sent the products. The return will always be made by the same means of payment that the customer used to pay for the purchase.

If you have any questions, please contact us through our contact form or through our available contact channels, such as chat, social media or via the "will we call you?" option.

Notwithstanding the limitations on the contractual right to return the products, provided for in clause 15.2, this Clause shall not apply to the exercise of the right of free withdrawal from the contract legally granted to the consumer, namely with regard to the limitation of the powers of inspection and manipulation of goods.

15.4 Defective Products

In cases where you consider that, at the time of delivery, the product does not comply with the provisions of the contract, you must contact us within the legally established two-month period via our contact form, indicating the details of the product as well as the damage suffered, or by contacting us through our available contact channels, and we will tell you what to do.

You can return the product at any ZARA store in Portugal, and you must present the e-ticket in digital format on your mobile device or deliver a printout of the e-ticket, or by delivering it to a collection point determined by us, accompanied by a printout of the e-ticket, and subsequently refunded the corresponding amount.

As legally established, instead of canceling the contract (and consequent return of the good and refund), you may also choose to replace the product, or to reduce the price appropriately.

The refund of the price, the replacement of the product, or the appropriate reduction of the price paid for the item must occur as soon as possible and in any case within 30 days.

The amounts paid for the returned products for any damage or defects, will be refunded in full, including the delivery costs incurred in sending the item and the costs you incur in returning them. The return must be made by the same means of payment that was used to pay for the purchase.

All rights recognized by the law in force will be safeguarded.

15.5 Size Swap

If the item purchased by the customer does not correspond to the appropriate size, the customer has the possibility to request a size exchange, without having to pay any additional service for the delivery of the new item, as long as he returns the original item. This possibility is independent of the right of withdrawal, which continues to exist, both from a legal and contractual point of view. You can request a size change through the "Orders and Returns" section of this website. You must select the new size of your item and ensure that (i) it is the same item, (and (ii) only if payment has been made by certain means of payment (see Clause 11 of these terms and conditions for more information), only if you meet these requirements can you request a size change. Once you have requested a size exchange and selected the return method, you will have to deliver the original item to a ZARA store in Portuguese territory or through the distribution company that sent the item home in Portugal. The original item must be returned without any delay, and no later than 14 days from the 14 calendar day period since the size exchange request. None of the return method options will incur an additional cost.

Esta possibilidade não se aplica à coleção especial do 50.º Aniversário ZARA "50Creators50Products", na qual não são admitidas trocas de tamanho.

If you choose to deliver to a ZARA store in Portuguese territory, you must present the original item accompanied by the receipt that was made available to you in the respective delivery. If you choose to deliver it to the distribution company, you must return the original item in the packaging in which you received it and following the instructions in the "Orders and Returns" section of this website.

After choosing "Orders and Returns", we will send the new order with the item in the requested size within two or three working days from the date of the size change request, and never beyond the maximum period of 30 days.

Please note that if after 14 calendar days from the date of the size change request, you have not delivered the original item, we reserve the right to charge you the costs corresponding to the new order generated, in accordance with the provisions of these terms and conditions.

15.6 Variations That Shall Not Be Considered Defects

The products we sell, especially those made by hand, often have the characteristics of the natural materials used in their production. These characteristics, such as variations in grain, knotted texture and colors, may not be considered defects or damage. On the contrary, you should count on their presence and appreciate them. We select only the highest quality products, but the features are unavoidable and must be accepted as part of the individual appearance of the product.

15.7 Right of withdrawal and return of orders from abroad

If you have ordered items from another EU Member State outside of Portugal via this website, clauses 15.1, 15.2, 15.3 and 15.5 apply with the restriction that the carriage determined by us can only be carried out to the original delivery address within Portugal.

We further inform you that we are under no circumstances (with the exception of clause 15.4 to which this clause 15.7 does not apply) obliged to pay the shipping costs to addresses other than the original delivery address, nor the return costs of destinations outside Portugal.

The provisions in this clause shall not affect your rights as a consumer and user, nor your right to withdraw from the contract.

16. ZARA EDITED

This website contains a specific section "ZARA EDITED", in which, in accordance with these terms and conditions and the indications referred to in that section, you may personalize certain products including texts and characters selected by the Customer. In this section you can find more information about this service.

You should bear in mind that, due to technical or other reasons beyond our control, the actual colors, textures and sizes may vary from those displayed on your screen. In addition, you should bear in mind that, because they are personalized clothes, it will not be possible to return or exchange these items.

The Customer guarantees that it is authorized to use the texts and other elements that are part of the personalization of the products. However, we reserve the right to refuse your

personalization or to cancel orders for personalized products for non-compliance with the conditions in question. The customer will be solely responsible for the requested customization. We may refuse your personalization or cancel orders for personalized products if we detect that the personalization consists of, or includes inappropriate elements, owned by third parties or unlawfully in nature.

We do not assume the obligation to verify and do not assume responsibility for the texts or other elements that are part of the personalization created by the users of this service. We do not guarantee the legality of said texts or other elements and, consequently, we do not assume any responsibility for damages and/or losses that may result for any user(s) and/or any other third parties – whether individuals or public or private entities – resulting directly or indirectly from the use of the ZARA EDITED section or that have any type of direct or indirect relationship with said section and/or its products.

17. INTELLECTUAL PROPERTY

You acknowledge and consent that all copyright, trademark and other intellectual property rights in the materials or content that are provided as part of the Website are at all times ours or those who have granted us the licence to use them. You may only use such material in the manner expressly authorized by us or by the person who has licensed it to us. This does not prevent you from using this website to copy the information relating to your order or the Contract data to the extent necessary.

18. VIRUSES, HACKING AND OTHER CYBER ATTACKS

You must not misuse this website by intentionally introducing viruses, Trojan horses, logic bombs or any other technologically harmful or harmful material. You must not gain unauthorized access to this website, the server on which this website is located, or any server, computer or database related to our website. You agree not to attack this website via a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause may result in the practice of infractions typified by the applicable legislation. We will inform the competent authorities of any non-compliance with said legislation and we will cooperate with them to discover the identity of the attacker. In the event of non-compliance with this clause, you will also no longer be authorized to use this website.

We will not be liable for any data or loss resulting from a denial-of-service attack, viruses or any other technologically harmful or harmful programs or material that may affect your

computer, computer equipment, data or materials as a result of your use of this website or your downloading of content from this website or content to which it redirects.

19. LINKS FROM OUR WEBSITE

If our website contains links to other third-party sites and materials, these links are provided for information purposes only, without us having any control over the content of those sites or materials. Accordingly, we will not accept any liability for damage or loss due to its use.

20. WRITTEN COMMUNICATION

Applicable law requires that some of the information or notices we send you be in writing. By using this website, you agree that most notifications with us will be electronic. We will contact you by email or provide information through notices posted on this website. For contractual purposes, you agree to use this electronic means of communication and acknowledge that all contracts, notices, information and other notices sent electronically satisfy the legal requirement that such notices be in writing. This condition shall not affect the rights recognized by law.

21. NOTIFICATIONS

Customer notifications must be sent through the chat available on the website and mobile application, via social networks (Facebook and Twitter) or through our contact form. In accordance with the provisions of Clause 18 above and unless otherwise stated, we will send you notifications by email or to the postal address provided when you placed your order.

Notifications will be deemed to have been received, and correctly made, at the time the customer enters our website, 24 hours after an email has been sent or three days after the date of postage of any letter. To prove that service has been made, it will be sufficient to prove, in the case of a letter, that the address was correct, that it was correctly sealed and that it was duly delivered to the post office or a letterbox and, in the case of an email, that it was sent to the email address specified by the recipient.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

The commitment of the contract applies to you and us, as well as our respective successors, persons who have benefited from transfers made by us and heirs. You may not convey, waive, embargo or otherwise transfer a contract or any of the rights or obligations arising therefrom without obtaining our prior written consent.

We may transfer, waive, embargo, subcontract or otherwise transfer a contract or any of the rights or obligations derived from it, at any time during the term of the contract, to any company in the Inditex Group. All other transfers of our contractual position, rights or obligations under this agreement will also be subject to your prior consent. For the avoidance of doubt, such transfers, assignments, embargoes or other transfers shall not affect the rights which, as applicable, you have as a recognized consumer by law or which cancel, reduce or limit in any way the express and implied warranties which we may have given you.

23. REASONS OF FORCE MAJEURE

We will not be liable for any breach or delay in any of the obligations entered into by us under a Contract caused by events beyond our control (Force Majeure).

The concept of Force Majeure shall include any act, event, failure to exercise, omission or accident which is beyond our control, including, but not limited to, the following:

- i. General strike, or other forms of protest that significantly affect the country.
- ii. Disturbances of public order, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, landslide, epidemic or any other natural disaster.
- iv. Impossibility of using trains, boats, aircraft, motor transport or other means of public or private.
- v. Impossibility of using public or private telecommunications systems.

Our obligations arising from the Contracts will be deemed to be suspended for the period in which the Force Majeure Events occur and we will benefit from an extension of the period for fulfilling such obligations, for a period of time equal to the duration of the Force Majeure Events. We will use all reasonable means to bring the Force Majeure to an end or to find a solution that will enable us to perform our obligations under the Contract despite the Force Majeure.

24. WAIVER RIGHTS

Failure by us to require strict performance by you of any of your obligations under a Contract or these Conditions, or failure by us to exercise any rights or actions due under such

Contract or Conditions, shall not constitute a waiver or limitation on such rights or actions. nor will it exonerate the customer from fulfilling its obligations.

No waiver by us of a particular right or remedy shall constitute a waiver of our rights or actions arising out of the Agreement or the Conditions.

No waiver by us of any of these Conditions or of the rights or actions derived from the Contract will be effective, unless it is expressly established that it is a waiver, formalized and communicated to the customer, in writing, in accordance with the provisions of clause 18 above.

25. PARTIAL ANNULMENT

If any of these Terms or any provision of a Contract is declared null and void by a firm resolution by a competent authority, the remaining terms and conditions shall remain in force and unaffected by such declaration of nullity.

26. SINGLE AGREEMENT

These Conditions and all documents to which express reference is made constitute the entire agreement between you and us with respect to the subject matter of the Agreement and supersede any other agreement, arrangement or promise previously made between you and us, whether oral or written.

We and you acknowledge that we have consented to the conclusion of the Agreement without having relied on any statement or promise made by the other party or that may interfere with any written statement in the negotiations entered into by both parties prior to this Agreement, except as expressly provided in these Conditions.

27. APPLICABLE LAW AND JURISDICTION

The use of our website and the purchase contracts made through this website are governed by Portuguese law.

This provision does not affect the other rights granted to the consumer by the legislation in force.

28. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. We ask you to send comments and suggestions through our contact form.

You can send your comments and complaints through our contact channels or by e-mail info-pt@zara.com.

29. ALTERNATIVE DISPUTE RESOLUTION

In this regard, if the transaction has been concluded through our website, we inform you – in accordance with EU Regulation No. 524/2013 – that you have the right to try to resolve any dispute out of court by accessing the online electronic dispute resolution platform, at the email address <http://ec.europa.eu/consumers/odr/>.

You can consult the updated list of Alternative Dispute Resolution Entities available under article 17 of Law no. 144/2015, of 8 September, on the Consumer Portal, through the website www.consumidor.pt.

MODEL WITHDRAWAL FORM ATTACHMENT (Fill in and return this form only if you wish
to withdraw from the contract)

To ITX PORTUGAL – CONFECÇÕES S.A, Avenida Fontes Pereira de Melo, n.º49 2.º
Esquerda 1050-120 Lisboa (e-mail info-pt@zara.com)

I hereby inform you that I terminate my contract of sale of the following items:

Ordered on / received on (*)

Consumer Name

Consumer address

Consumer's signature (only if this form is notified in paper format)

Date

(*) Delete as appropriate

TERMS AND CONDITIONS OF USE OF THE "ZARA" APP FEATURES

These terms and conditions (hereinafter "Conditions") regulate specifically and in addition to the conditions of Use and Purchase of www.zara.com, access to and o use of the services and the different functionalities available in the brand's App ZARA.

As part of the features of the App you will find: (i) the possibility of purchasing products through the App being considered a purchase in an Online Store and therefore subject to the Conditions of Use and Purchase of www.zara.com; (ii) the management of receipts for purchases made in the ZARA online stores (hereinafter the "Online Store") and (iii) the possibility of obtaining the electronic receipt or electronic proof of purchase, presenting in the physical stores (hereinafter "Physical Store") of ZARA the exclusive QR for this purpose. Both the Physical Store and the Online Store are operated in Portugal by the company ITX Portugal Cofecções S.A (NIPC 500781419) with address at Avenida Fontes Pereira de Melo, n.º 49 2.º esquerda 1050-120 Lisboa.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1. Purchase of the products in www.zara.com through the APP

The APP allows customers to purchase products through it, in www.zara.com, so it is considered a purchase in an Online Store, being subject to the Conditions of Use and Purchase of www.zara.com, which must be accepted at the time of purchase.

1.2. Management of receipts for purchases made in the Online Store

The invoices for purchases made in the ZARA Online Store will be stored in the APP, in the "My Purchases" section.

1.3. Obtaining the electronic receipt

When paying for a purchase in Physical Stores, you may request to receive a receipt in electronic format. To do this, you must show the QR code that you will find in the App for this purpose and the receipt will be automatically sent to the APP. At that moment on, you can make exchanges or returns in the Physical Stores using the aforementioned receipt; under the terms and conditions that are applied at any given time, in accordance with ZARA's commercial policy and, in any case, in accordance with the legislation in force.

In this case, the paper receipt will not be delivered. For this reason, it is essential that you understand that by using the aforementioned QR code, you are expressly requesting the

issuance of the digital receipt or proof of purchase in digital format, thus renouncing to receive the receipt on paper.

However, you may request the paper receipt, whenever you wish, by contacting our Customer Service, through any of the means of communication advertised on the ZARA website.

Without prejudice to the foregoing paragraphs, the legal rules applicable to the electronic receipt shall have preferential application in relation to these terms and conditions.

1.4. Scan receipts: if your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is printed on the receipt. From then on, you can use this e-receipt to make returns in Physical Stores, although please note that all returns will always be in accordance with the relevant terms and conditions, Zara's commercial policies and all relevant legislation.

2. AVAILABILITY OF THE SERVICES OFFERED BY THE APP

Always in compliance with the applicable legislation, we reserve the right to modify, suspend or eliminate, at any time, at our discretion and without prior notice, in general or particular, for one or more users, any or all of the functionalities of the ZARAApp, as well as to modify, suspend or eliminate, under the same terms, the availability of all or part of the service.

3. RESPONSIBILITY

Except in cases where the exclusion of liability is legally limited, we are not liable for damages that may arise from the use of the ZARA APP in its different functionalities.

User undertakes to use the APP only for the purposes for which it is designed and therefore undertakes not to use it improperly or fraudulently, being liable to the Company or any third party for damages arising from the improper use of the APP.

The user will be responsible for the following situations:

- a) When your equipment or terminal associated with the APP, SIM cards, email addresses and/or any of the passwords, are used by a third party authorized by you without our knowledge.
- b) when errors or failures occur in the use of the different functionalities of the APP as a result of a malfunction of its hardware, software, devices or terminals, or because it has not installed the necessary security mechanisms on the device on which it uses the APP.

4. INTELLECTUAL PROPERTY, INDUSTRIAL AND OTHER RIGHTS OF THE APP.

Any elements that form part of, or are included in, the APP are the property or are under the control of the Company or third parties, who have authorised their use.

For all of them, together, it will be referred to as the "Property".

The user undertakes not to remove, delete, alter and/or manipulate or in any way modify:

- Those notes, legends, indications or symbols that the Company or its legitimate rights holders incorporate into their properties in terms of intellectual or industrial property (such as copyright, © , ® y ™, etc.).
- The technical protection or identification devices that the Property may contain (such as watermarks, fingerprints, etc.). You acknowledge that by virtue of these Conditions, the Company does not assign or transfer to you any rights over your Property, or over any third-party property.

The Company only authorizes the user to access and use them in accordance with the terms indicated in these Conditions.

Users are not authorized to copy, distribute (including e-mails and the internet), transmit, communicate, modify, alter, transform, assign or in any other way, carry out activities that involve the commercial use of the Property, in part or in total, without the express written consent of the legitimate holder of the exploitation rights.

The access and use of the Property will always be carried out, and in any case, for strictly personal and non-commercial purposes.

A Company reserves all rights to the Property assigned to it, including, by way of example and not limitation, all intellectual and industrial property rights it holds over it.

A Company does not grant the user any other license or authorization to use their property, other than that expressly identified in this clause. The Company reserves the right to terminate or modify, at any time and for any reason, the licences granted under these conditions.

Notwithstanding the foregoing, the Company may take legal action against any use by you that:

- does not comply with the terms and conditions specified herein;

- infringes or violates the intellectual and industrial property rights or other similar rights of the Company or any other legitimate third party holder; or infringes any applicable regulation.