

## USE AND PURCHASE CONDITIONS [WWW.ZARA.COM](http://WWW.ZARA.COM)

### 1. INTRODUCTION

This document, in addition to the documents referenced herein, establishes the conditions that regulate the use of this website ([www.zara.com](http://www.zara.com)) and the purchase of products on the site (hereinafter the “Conditions”), regardless of the application, digital medium, format, or device used to access the page. Please carefully read these Conditions and our Cookies and Privacy Policy (“Cookies and Privacy Policy”) before using this website. By using this website or placing an order on the site, you agree to these Conditions and our Cookies and Privacy Policy. Therefore, if you do not agree with the entirety of the Conditions and the Cookies and Privacy Policy, you must not use this website.

If you have any questions regarding the Conditions or Cookies and Privacy Policy, you can contact us at our contact addresses.

You can choose to make the contract in any of the languages in which the Conditions are offered on this website.

### 2. OUR INFORMATION

Items are sold on the website under the ZARA name by Bona Vista S.A. with offices at Avenida Santa Teresa y Herminio Maldonado, Paseo La Galería, Nivel 2, Asunción, Republic of Paraguay, registered in the Public Registry of Commerce under No. 138, page 1791 and following, on July 17, 2015, with tax ID (RUC) No. 80089348-4 and telephone: +595 21695546.

### 3. YOUR DATA AND VISITS TO THIS WEBSITE

The personal data or information that you provide about yourself will be processed in accordance with the Cookies and Privacy Policy. By using this website, you agree to the processing of this information and data and state that all the information or data provided are true and factually correct.

### 4. USING OUR WEBSITE

By using this website and placing orders on it, you agree to:

- i. Use this website solely for legally valid orders or information.
- ii. Not place any fraudulent or false order. If it can be reasonably considered that an order of this type is made, we will be authorized to cancel it and report it to the appropriate authorities.
- iii. Provide us with a true and accurate email address, mailing address, and/or other contact data. Additionally, you agree that we can use this information to contact you if necessary (see our Privacy Policy).

If you do not provide all of the information we need, we will not be able to process your order. By placing an order on this website, you confirm that you are more than 18 years old and have the legal capacity to sign contracts.

## 5. SERVICE AVAILABILITY

The items offered on this website can only be shipped within the Republic of Paraguay, with the exception of areas or locations in Paraguayan territory that, due to difficult access, connections, or similar reasons, render this service unavailable.

Sales to Alto Paraguay will not be made.

## 6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchasing procedure and click on **Authorize Payment**. Next, you will receive an email with the order receipt (the "Order Confirmation"). Additionally, we will send an email notification when the product is shipped (the "Shipping Confirmation").

## 7. TECHNICAL METHODS TO CORRECT ERRORS

In the event that you notice that an error has occurred while providing your personal information during user registration on this website, you can modify the data in **My Account**.

In any case, you can correct errors in the personal data provided during purchasing by contacting customer service through the website's chat service. In addition, you can exercise your right to correction as specified in our Cookies and Privacy Policy.

This website will display confirmation windows in several parts of the purchasing process that will not allow you to continue with the order if the data in those sections has not been correctly provided. Additionally, this website provides the details of all the items you add to your basket during purchasing so that you can modify the order data before making the payment.

If you notice an error with your order after finalizing payment, you must immediately contact our customer service through the channels available on our website, in order to resolve the error.

## 8. PRODUCT AVAILABILITY

All orders are subject to product availability. If there are problems in supplying the product or if there are no items in stock, we will reimburse you for any amount you have paid.

## 9. DELIVERY

Unless there are problems resulting from product personalization, or there are unexpected or unusual issues, we will send you the order consisting of the product(s) listed in each Shipping Confirmation by the arrival date stated on the website according to the selected

shipping method. In any case, orders will always arrive within a maximum of 30 calendar days of the Order Confirmation date.

If we cannot ship the item by the delivery date for any reason, we will notify you and give you the option to specify a new delivery date or cancel the order with full reimbursement for the amount paid. Keep in mind that we do not make home deliveries on Saturdays or Sundays.

For the purposes of these Conditions, it is considered that the delivery has been made or the order has been delivered when you or someone designated by you has possession of the products, which will be confirmed with a signature of receipt of the order at the agreed delivery address.

#### **10. INABILITY TO DELIVER**

If we are unable to deliver your order after three (3) attempts, we will take your order to our designated location. In addition, we will leave a note explaining where you can find your order and what you need to do for it to be sent again. If you will not be at the delivery location at the scheduled time, we ask that you contact us to schedule delivery for another day or time.

If your order has not been delivered for a reason beyond our control, and the order has been ready for delivery for more than 10 calendar days, we will assume that you wish to terminate the contract and we will consider it cancelled. As a result of terminating the contract, we will return all payments made by you, including the delivery costs (except for the additional costs resulting from your selection of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and always within 14 days of the date the contract is cancelled. Please keep in mind that transportation resulting from terminating the contract may have an additional cost. Therefore, we will be authorized to charge you for the additional costs.

#### **11. TRANSFER OF RISK AND OWNERSHIP**

The user will be responsible for the products from the moment they are delivered.

You will acquire ownership of the products when we receive full payment of all the amounts due for the products, including shipping costs, or upon delivery (according to the definition in clause 9 above), if the products are delivered at a later time.

#### **12. PRICE AND PAYMENT**

The prices on the website include sales tax, but exclude shipping costs, which will be added to the total amount due as explained in the Shipping section of our Shopping Guide.

Prices can change at any time, but (except for the foregoing specifications) the possible changes will not affect the orders for which an Order Confirmation has already been sent.

Once you have selected all the items you wish to purchase, they will be added to your basket. The next step will be to process the order and make the payment. To do so, you

must follow the steps in the purchasing process, providing or confirming the information requested from you at each step. Additionally, you can modify your order's information during the purchasing process, prior to making the payment. A detailed description of the purchasing process can be found in the Shopping Guide. In addition, you can find a list of the orders made under **My Account**.

You can use credit cards for payment: Visa, Mastercard and American Express. By clicking on **Authorize Payment**, you are confirming that the credit/debit card is yours.

To minimize the risk of unauthorized access, your credit card's data will be encrypted. Credit cards are subject to checks and approvals by the issuing company, but if the company does not authorize payment, we will not be responsible for delayed delivery or failure to deliver and we will not be able to enter into any contract with you.

### **13. SALES TAX AND BILLING**

Pursuant to Paraguayan law, the sale of goods in Paraguay is considered to be an activity subject to this tax. Consequently, any order made will be subject to the sales tax (IVA) rate in force at the time of purchase.

You expressly authorize us to send the bill electronically. However, you can inform us at any time that you prefer to receive a paper bill, in which case, we will issue and send the bill in this format.

### **14. RETURN POLICY**

#### **14.1 Legal right to terminate the purchase**

##### **Right of termination**

If you are entering the contract as a consumer and user, you have the right to terminate this contract in a period of 5 business days without justification.

The termination period will end 5 business days after the day that you or a third party designated by you, other than the courier, took possession of the items. If your order's items were delivered separately, the period will end 14 calendar days after the day that you or a third party designated by you, other than the courier, took possession of the last of these items.

To exercise your right of termination, you must notify us at ZARA, via any of the communication channels provided for such purposes, regarding your decision to terminate the contract with an unambiguous statement (e.g., a letter sent by email). You can use the termination form template included as an appendix to these conditions, but it is not required. To comply with the termination period, it is only necessary that the message notifying your use of this right be sent prior to the end of the corresponding period.

## **14.2 Consequences of termination**

If you terminate the contract, we will return all payments made by you, including the delivery costs (except for the additional costs resulting from your selection of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and always within 30 calendar days of the day that we were notified of your decision to terminate this contract. We will make the reimbursement using the same payment method you used for the initial transaction, unless you indicate otherwise by explicitly stating the payment method you want us to use to make the refund. You will not incur any expense as a result of the reimbursement. Notwithstanding the foregoing, we can withhold reimbursement until we have received the merchandise or until you have presented proof of return of the merchandise, whichever comes first.

You must return or directly deliver the products to us at any ZARA store in the Republic of Paraguay, or request a return by a messenger/courier service on our website, without any undue delay and always within 14 calendar days of the day that you notify us of your decision to terminate the contract. The period will be considered fulfilled if the merchandise is returned before the conclusion of this period.

You will be exclusively responsible for the merchandise's reduced value if you handle it in a way that is not necessary to establish the nature, characteristics, and operation of the merchandise.

## **14.3 Contractual right of termination**

In addition to users' and consumers' legally recognized right of termination mentioned in clause 14.1 above, we offer a period of 30 days following the Shipping Confirmation to make returns for products (except for those mentioned in clause 14.5 below, regarding products excluded from the right of termination), provided that the products have not been used and still have their inner and outer tags.

If you return the products within the contractual period of the right of termination, but after the legal period, you will only be reimbursed for the amount paid for these products. You are responsible for the direct costs of returning products when you do not make the return at one of the ZARA stores in the Republic of Paraguay or through a messenger/courier service provided by us.

You can exercise your right to termination in accordance with the provisions of clause 14.1 above. Although if you communicate to us that you intend to terminate the contract after the legal termination period, you must return the merchandise to us within 30 days of the Shipping Confirmation.

In the cases in which more than one product was acquired in the same purchase and the right of termination is not exercised for all the products, a refund will be made for the purchase amount paid for the returned product(s) using the same payment method used when purchasing.

#### 14.4 Exchange policy

If you believe that the size or color of the product purchased on [www.zara.com](http://www.zara.com) does not fit your needs, and without prejudice to your legal and contractual right of termination, you can request an exchange of size or color at any ZARA store in Paraguay within 30 days of the Shipping Confirmation provided that the product has the same price.

BONA VISTA, S.A. will accept exchanges for items purchased on [www.zara.com](http://www.zara.com). You must provide the item you wish to exchange and the electronic receipt sent with the Shipping Confirmation. The receipt can also be found on your account on the website and in the ZARA app. You can provide the electronic receipt by displaying it digitally on the screen of your mobile device or by bringing a printout.

Keep in mind that this new item will not be subject to the provisions of these Use and Purchase Conditions. Therefore, the terms and conditions found on the back of the receipt you will be given will be applicable.

Without prejudice to the foregoing, if you prefer to make an exchange for a different item of clothing, you must request a return following the designated procedure and make a new purchase.

#### 14.5 General Requirements

You will not have the right to terminate a contract whose purpose is to supply any of the following products, pursuant to the provisions of Law **4,868/13 on Electronic Commerce**:

- When the items have been manufactured according to the Consumer's or User's specifications or when they have been personalized;
- Audio or video recordings or software when the packaging has been opened by the Consumer or User, except when their contents are different than what was indicated on the packaging.
- Items sealed for health or hygiene reasons that have had their seal removed after delivery.
- Products that, due to their characteristics, cannot be returned or will quickly degrade.

Your right to terminate the contract will only be applicable to the products that are returned in the same condition you received them. No reimbursement will be made for products that have been used beyond simply opening them or for products that are not in the same condition they were delivered in or that have incurred damage. You must therefore be careful with the product(s) while they are in your possession. Please, return

the item using or including all its original packaging, the instructions, and other documents that may have come with it.

You can make the return at any ZARA store in the Republic of Paraguay or through a messenger/courier service that we send to your home.

Returns at ZARA stores:

You can return the products to us at any of our ZARA stores in the Republic of Paraguay. In this case, you must go to any store and provide the item with the electronic receipt sent alongside the Shipping Confirmation. The receipt can also be found in your account on the website and in the ZARA app. You can provide the electronic receipt by displaying it digitally on the screen of your mobile device or by taking a printout to the store.

Returns by a messenger/courier service:

You must contact us through our return request so we can schedule pickup at your home. Please, return the merchandise preferably in the same packaging that you received it, following the instructions found under the **RETURNS** section on this website. However, if you no longer have the original packaging, you can return your order in any other packaging, provided that it is well sealed to prevent any items from being lost.

Neither of the two options will have any additional cost for you.

Please, keep in mind that if you decide to return the items to us by any other unapproved means, we will be authorized to charge you for any expenses we incur.

After examining the item, we will notify you if you have to the right to reimbursement for the amounts paid. Transportation costs will only be reimbursed if the return is done during the agreed period and all the items making up the order in question are returned. Reimbursements will be made as soon as possible and always within 14 calendar days of the date we notify you that you have the right to reimbursement. However, we can withhold reimbursement until we have received the merchandise or until you have presented proof of return of the merchandise, whichever comes first. Reimbursement will always be done by the same payment method that you used to pay for the purchase. You will assume the cost and risk of returning the products to us, as stated previously. If you have any questions, you can contact us by one of the methods available on our website.

## **14.6 Returns of defective products**

In the event that, upon delivery, you believe the product does not match what was established in the contract, you must contact us immediately through one of our contact methods, providing the product details and the damage. We will then let you know how to proceed.

You can return the product at any of our ZARA stores in the Republic of Paraguay or by giving it to a messenger service that we will send to your home when you request pickup.

We will then carefully examine the returned product, and we will send you an email notification within a reasonable time period if the product will be reimbursed or replaced (if appropriate). The item will be reimbursed or replaced as soon as possible and always within 14 days of the date we send the email confirming reimbursement or replacement for the defective item.

Full reimbursement will be made for the amounts paid for products returned due to a fault or defect, when it truly exists, including delivery costs incurred from delivering the item and the expenses you may have incurred from returning it to us. Refunds will be made through the same payment method that was used to pay for the purchase.

The rights recognized by applicable legislation in Paraguay are unaffected.

## **15. WARRANTIES**

If you enter the contract as a consumer and user, we offer you the warranty for the products we sell on this website, under the terms that are legally established for each product type, therefore taking responsibility for non-conformities in the products. The warranty period is: six months for clothing and footwear.

Products are considered to comply with the contract provided that (i) they fit the description we provide and have the characteristics we have presented on this website, (ii) are appropriate for uses normally intended for products of the same type, and (iii) have the normal quality and features of a similar product type that can be expected within good reason. Therefore, if any of the products do not comply with the contract, you must notify us, following the procedure described in section 14.6 above and by one of the contact methods provided for this purpose.

The products we sell, particularly handmade products, often have the characteristics of the natural materials used in their production. These characteristics, such as variations in the grain, texture, knots, and color, are not considered to be defects or faults. On the contrary, they should be expected to be present and valued. We only select the highest quality products, but natural characteristics are inevitable and must be accepted as part of the product's individual appearance.

## **16. RESPONSIBILITY AND EXONERATION OF RESPONSIBILITY**

Except when expressly specified otherwise in these Conditions, our responsibility regarding any product acquired on our website will be strictly limited to the product's purchase price.

However, with the exception of legal requirements to the contrary, we will not accept any responsibility for the following losses, regardless of their cause:

- (i) loss of income or sales;
- (ii) loss of business;



- (iii) loss of profit or contracts;
- (iv) loss of expected savings;
- (v) loss of data; and
- (vi) loss of administration time or office hours.

Due to this website's open characteristics and the possibility that errors may occur in digital information transmission and storage, we do not guarantee the accuracy and security of information sent or obtained through this website unless expressly stated otherwise.

## **17. INTELLECTUAL AND INDUSTRIAL PROPERTY**

You acknowledge and agree that any copyright, registered mark, and other intellectual and industrial property rights for the material or contents provided as part of the website correspond at all times to us or to whomever has given us license for their use. You may only use this material in the manner expressly authorized by us or by whoever has given us license for its use. This will not keep you from using this website as needed to copy the information about your order or contact information.

## **18. VIRUSES, PIRACY, AND OTHER VIRTUAL ATTACKS**

You must not use this website inappropriately by intentionally inserting viruses, trojan horses, worms, logic bombs, or any other technologically harmful or damaging material or program. You shall not attempt to gain unauthorized access to this website, the server where the site is contained, or any server, computer, or database associated with our website. You agree to not attack this website with a denial-of-service attack or a distributed denial-of-service attack.

Violation of this clause could imply the commission of infractions as defined by the applicable regulations. We will report any violation of these regulations to the competent authorities, and we will cooperate with them to find the identity of the attacker. Additionally, in the event of violation of this clause, you will immediately lose authorization to use this website.

We will not be responsible for any damage or loss resulting from a denial-of-service attack, virus, or any other technologically harmful or damaging material or program that might affect your computer, data-processing equipment, data, or materials as a result of using this website or downloading content from this site or sites it redirects to.

## **19. LINKS FROM OUR WEBSITE**

If our website has links to other websites or third-party materials, these links are provided for purely informational purposes. We have absolutely no control over the content of these websites or materials. Therefore, we accept no responsibility for any damage or loss resulting from their use.

## **20. WRITTEN COMMUNICATION**

Applicable regulations require that part of the information or communication that we send to you be written. By using this website, you accept that most of these messages will be electronic. We will contact you by email, or we will provide information by posting notices on this website. For contractual purposes, you agree to use this electronic communication format and acknowledge that all contracts, notifications, information, and other messages that we send electronically meet the legal requirements of being written. This condition will not affect your legally recognized rights.

## **21. NOTIFICATIONS**

Any notifications that you send us must be sent via any of the communication channels provided for such purposes. Pursuant to the provisions of clause 21 above and with the exception of any specifications otherwise, we will send messages to the email address you provide.

The notifications are considered to be received and done correctly at the exact moment they are uploaded to our webpage or 24 hours after sending an email. To confirm that the notification has been sent, it will be sufficient to prove that the email was sent to the email address specified by the receiver.

## **22. TRANSFER OF RIGHTS AND OBLIGATIONS**

The contract is binding for you, us, and our respective successors, transferees, and assignees. You cannot transmit, assign, relinquish, or in any way transfer the contract or any of its rights or obligations without our prior written consent.

We can transmit, assign, relinquish, subcontract, or transfer a contract or any of its rights or obligations at any time during its validity period. You grant your approval of this by accepting this contract. To avoid any uncertainty, these transmissions, assignments, or other transfers will not affect your legally recognized rights, where applicable, as a consumer or cancel, reduce, or limit in any way both the explicit and tacit warranties that we may have given.

## **23. EVENTS BEYOND OUR CONTROL**

We will not be responsible for any failure to comply or delay in compliance with any of the obligations undertaken as a result of events that are beyond our reasonable control ("Force Majeure Event").

Force Majeure Events can include any act, event, failure to act, omission, or accident that is beyond our reasonable control and, among others, the following:

- a. Strikes, lockouts, or other activist actions.

- b. Civil unrest, revolt, invasion, terrorist attack or threat, war (declared or not), or war preparation or threat.
- c. Fire, explosion, storm, flooding, earthquake, subsidence, epidemics, or any other natural disaster.
- d. Inability to use public or private trains, boats, airplanes, motorized transportation, or other modes of transportation.
- e. Inability to use public or private telecommunication systems.
- f. Acts, decrees, legislation, regulations, or limitations by any government or public authority.

The obligations will be considered to be suspended while the Force Majeure Event continues. We will have the right to an extension to fulfill said obligations for a time period equal to the duration of the Force Majeure Event. We will implement all reasonable means to end the Force Majeure Event or to find a solution that allows us to meet our obligations despite the Force Majeure Event.

#### **24. WAIVER**

The fact that we do not require you to strictly comply with any of the obligations assumed by you under a contract or these Conditions or that we do not exercise the rights or actions that correspond to us under this contract or Conditions does not imply a waiver or limitation of these rights nor does it exonerate you from complying with the obligations.

Our waiver of a specific action or right does not imply a waiver of other rights or actions derived from a contract or Conditions. Our waiver of any of these Conditions or the rights or actions derived from a contract will not take effect, unless it is expressly established that it is a waiver, is made official, and is notified to you in writing pursuant to the provisions in the Notifications section above.

#### **25. SEVERABILITY**

If any of these Conditions or any provision of the contract is declared null and void by the final decision of a competent authority, the other terms and conditions will remain valid and unaffected by the declaration of invalidity.

#### **26. COMPLETE AGREEMENT**

These Conditions and the entire document expressly referenced in them are the full agreement between you and us regarding the aim of the conditions and replace any other prior commitment, contract, or agreement made verbally or in writing between you and us.

We both give approval for the creation of a contract without having relied on any statement or commitment that was made by the other party or could be inferred from any statement or written document in the negotiations initiated between both parties in the contract, except what is expressly stated in these Conditions

Neither of us have any action in the event of any unclear statement made verbally or in writing by the other party prior to the contract date (except if the unclear statement was made fraudulently). The only action the other party will have will be from failure to comply with the contract in accordance with the provisions of these Conditions.

## **27. OUR RIGHT TO MODIFY THESE CONDITIONS**

We reserve the right to modify the Terms and Conditions. We will keep you informed of the fundamental changes made to them. The modifications made will not apply retroactively and, with possible exceptions according to the specific case, they will be applicable 30 days after the publication date of their corresponding notice.

If you do not agree with the modifications made, we recommend that you do not use our website.

## **28. APPLICABLE LEGISLATION AND JURISDICTION**

Use of our website and contracts to purchase products on said website will be regulated by legislation of the Republic of Paraguay.

Any controversy that arises or is associated with the use of the website or these contracts will be subject to the jurisdiction of the courts of the city of Asunción, Republic of Paraguay, with the exclusion of any other potential corresponding jurisdiction.

If you are entering the contract as a consumer, nothing in this clause will affect the rights granted to you by the legislation in force.

## **29. COMMENTS, SUGGESTIONS, COMPLAINTS, AND CLAIMS**

Your comments and suggestions are welcomed. We ask that you email us your comments and suggestions, as well as any question, complaint, or claim via any of the communication channels provided for such purposes.

Your complaints and claims sent to our customer service will be responded to as soon as possible and always within the legally established period. Additionally, they will be recorded with an identifier that we will provide to you, which you can then use to track them.

**Termination form template**

**(This form must only be completed and sent if you wish to terminate the contract)**

To Bona Vista S.A., operating under the trade name ZARA, with offices at Avenida Santa Teresa y Herminio Maldonado, Paseo La Galería, Nivel 2, Asunción, Republic of Paraguay.

I hereby inform you that I terminate my sales contract for the following merchandise:

Ordered on/Received on (\*):

Consumer name:

Consumer address:

Consumer signature (only if this form is submitted on paper) Date:

(\* ) Cross out what is not applicable