

# **PURCHASE AND USE CONDITIONS**

## **ZARA SWEDEN**

### **1. INTRODUCTION**

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website [www.zara.com/se](http://www.zara.com/se) and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you must not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of formalization of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the Contact form on our webpage/app. The Contract (as defined below) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

### **2. OUR DETAILS**

Sale of products through this website is carried out under the name "ZARA" and "ZARA Home" by ITX Sverige AB (556569-8577), with registered address at Klara Norra Kyrkogata 29, 111 22 Stockholm, Sweden.

### **3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE**

Your personal data is processed in accordance with the Data Protection Policies. When you use this website, you acknowledge that you have taken part of this information regarding the processing of your data and you warrant that all information provided by you is true and correct.

### **4. USE OF OUR WEBSITE**

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

- i. Use this website to make legally valid enquiries and orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the pertinent authorities.
- iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order. When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

## **5. SERVICE AVAILABILITY**

The products offered on this website are only available for delivery to locations within Sweden. If you wish to order products from another EU member state outside of Sweden via this website you are of course welcome to do so; however, the ordered products can only be delivered to a ZARA shop or a delivery address within Sweden.

## **6. FORMALISING THE CONTRACT**

The information contained in these Conditions and the details contained on this website do not constitute an offer of sale, rather an invitation to make an offer. There shall be no contract between us in relation to any product until your order has been expressly accepted by us. If your offer is not accepted and your account has already been charged, the amount of the same shall be reimbursed in full.

To place an order, you must follow the online purchasing procedure and click "Authorize payment". After doing so, you will receive an e-mail confirming receipt of your order (the "Order Confirmation"). Keep in mind that this does not mean that your order has been accepted, since it constitutes an offer that you are making to us to buy one or more products. All orders are subject to our approval, which you will be informed of via an e-mail in which we will confirm that the order is being sent (the "Shipment Confirmation"). An electronic ticket with your order details will be attached to the Shipment Confirmation (the "E-ticket"). The contract between us to buy a product (the "Contract") shall be formalized only when we send you the Shipment Confirmation.

Only the products listed in the Shipment Confirmation shall be subject to the Contract. We are not obliged to provide you with any other product that has not been ordered until we confirm that these have been sent in a Shipment Confirmation.

## **7. AVAILABILITY OF PRODUCTS**

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

## **8. REFUSAL TO PROCESS AN ORDER**

### **8.1. General Terms**

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

Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website for removing or modifying any material or content from the website, or not processing an order once we have sent the Order Confirmation.

## **8.2 Fair use of services**

We reserve the right to block the customer from future purchases. A block is not imposed due to isolated incidents but is based on a comprehensive evaluation of the customer's behaviour (such as the number of purchases, the number of returns, delayed returns...). A block only applies to making purchases online at zara.com/se. You can still use all other features of your Zara account, such as viewing your purchase history, saving your favourite products, and reporting returns, etc. The block does not affect your ability to make purchases in our physical Zara stores in Sweden. This block can include limiting the number of products you are allowed to purchase, restricting payment methods, or cancelling your order.

You always have the ability to appeal a block you have been subject to if you believe the action to be unfair or out of proportion. Such an appeal must be submitted through the available Zara customer service contact options. After reviewing your appeal, Zara will make a unilateral decision on if the terms of this fair use clause have been breached and the appropriate action.

## **9. DELIVERY**

### **9.1 Standard Delivery**

Notwithstanding clause 7 above regarding product availability and save for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Shipment Confirmation prior to the date indicated in the Shipment Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the customization of products, the occurrence of unforeseen circumstances or the delivery zone. As for the virtual gift card, we will deliver it on the date indicated by you when placing the order.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays or Sundays, except in the case of the virtual gift card which will be delivered on the date specified by you. For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address. When picking up goods delivered to one of our stores, you must present the QR-code from the electronic receipt to be scanned, after which the order can be picked up.

The virtual gift card will be considered delivered as set out in the Terms of Use of the gift card and, in any case, at the time of sending this to the email address specified by you.

### **9.2 Instant Delivery**

In case you decide to pick up your order at the store, and such chosen store may offer the "Instant Delivery" service, your order may be delivered before the dates stated in our web.

If you have only ordered ZARA goods and selected delivery in the store, we may later notify you that our "Instant Delivery" service is available for the goods in your order.

In case the "Instant Delivery" service has been activated by the store for your order, once this latter has been prepared, we will contact you to let you know that it is ready to be picked up. You may pick up the order either in person (by presenting the order number and a proof of identity) or through someone else, appointed to pick up the order on your behalf. In such case, the appointed person shall present the order number and proof of her identity.

## **10. INABILITY TO DELIVER**

If it is impossible for us to deliver your order, we will attempt 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 also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organise delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Agreement, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Agreement has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on you.

This clause does not apply to the virtual gift card, whose delivery is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 9 above.

## **11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS**

The product risks shall be your responsibility from the moment of delivery. You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 9 above), if that were to take place at a later time.

When returning a product, the responsibility will transfer to us when we receive the product from you; or when we receive it at our address from a courier organized by you, as the case may be. We will not assume any costs or responsibility when the return options are used for anything else than the described return and withdrawal processes.

## **12. PRICE AND PAYMENT**

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipment Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation. Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the cards Visa, Mastercard, American Express, Klarna, PayPal, Apple Pay (via IOS App) and Swish. Also, you can pay all or part of the price of your purchase with a gift card or a voucher of ZARA issued by ITX Sverige AB. If you choose to pay with Swish, your Swish payment will be processed by Handelsbanken ([www.handelsbanken.com](http://www.handelsbanken.com)). For information on how Handelsbanken handles your personal data in connection with a Swish payment, please refer to Handelsbanken's website. Please note that the option **Change of size** will not be available when Klarna, PayPal or Apple Pay has been used for the purchase.

Please be informed that Fashion Retail, S.A. with corporate seat at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain) registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, and tax identification number A-70301981 will collect and make refunds on behalf of ITX Sverige AB (556569-8577) in relation to all payments made through this online platform.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse. When you click "Authorize payment", you are confirming that the credit card is yours or you are the rightful holder of the gift card or the voucher.

Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalize any Contract with you.

You expressly authorize us to issue the invoice for payment electronically. This notwithstanding, you may freely indicate at any time your desire to obtain a paper invoice, in which case we will issue it and send it to you in said requested format.

#### **Ordering and payment through electronic devices in store**

If you are placing your order through one of the electronic devices available for this purpose at certain stores, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You will choose your payment method, and whether or not

you require a gift receipt (if one is available), before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorize Payment" button on the device screen, and you are required to pay for your order once it has been placed.

Payment can be made by Visa, Mastercard, or American Express, and the above provisions regarding validation checks and authorization of your card will apply. Please observe that gift cards cannot be used as payment method when placing an order through electronic devices in the stores. You may also be given the option to pay for your order at the till, in which case, your payment can be made by any of the means of payment available in those stores.

### **13. BUYING GOODS AS A GUEST**

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

### **14. VALUE ADDED TAX**

All purchases done through this website/App are subject to the statutory Value Added Tax (VAT). The prices displayed on this website/App include VAT.

### **15. EXCHANGE/RETURN POLICY**

#### **15.1 Legal right of withdrawal**

##### Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquired, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, or after 14 days from the day on which you acquired, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you may notify us at ITX Sverige AB, at the address c/o Fashion Retail S.A., Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), Spain, or by writing to us using our Contact form on our webpage/app, of your decision to withdraw from this Contract by an unequivocal statement (for example a letter sent by post or email). You may use the model Return form as set out as Annex 1, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired and return the products latest 14 days after you informed us of your decision to withdraw from the purchase.

##### Effects of withdrawal

If you withdraw from this Contract within the legal right of withdrawal period of 14 days, we shall refund the cost for the returned item/items, including the costs of delivery to the original delivery place (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the

least expensive type of standard delivery offered by us). The refund will be made without undue delay. Depending on what method of return you choose to use we may deduct the return cost from the refund. We will carry out the refund using the same means of payment as you used for the initial transaction. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having returned the goods.

You return ZARA products purchased through this website at any ZARA store in Sweden, or by sending it to us yourself or use the delivery method provided by us as described in the Shipment Confirmation. If you select to return your goods at a ZARA store, your return is free of charge. If you select to return your goods via you nearest drop-off point a fixed sum to cover the cost of the delivery will be deducted from the amount refunded to you. Regardless of which method you choose to return your goods, the goods must be returned without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us.

Please note that smaller ZARA Home products purchased through this website can be returned in ZARA and ZARA Home stores in Sweden. However, for larger ZARA Home items please contact our customer service. For larger ZARA Home items that cannot be returned to a PostNord delivery point, you may request a return with a courier arranged by us. You must contact us via our LIVE CHAT available on our website, via FACEBOOK, or via TWITTER to arrange for the collection of the product at your home. You must send the product in the same packaging as you received it by following the instructions in the "RETURNS" section of this website.

Please note that in respect of returns of products that originally were placed through an electronic device in a store, and which were paid for at the till of that store as under **Ordering and payment through electronic devices in store** above, such can only take place in a ZARA store in Sweden, excluding other methods of return.

When returning a product in a store, you must present the E-ticket attached to the Shipment Confirmation either in digital form on your mobile device or by providing us with a print out of it. When you return a product by sending it to us, you must include a print-out of the E-ticket attached to the Shipment Confirmation.

The deadline is met if you hand back the goods or supplied evidence of having done so before the period of 14 days has expired.

Unless you hand the goods over in a ZARA store in Sweden or use the delivery method provided by us as described in the Shipment Confirmation, you shall yourself bear the risk and direct cost for returning the goods. In this case, you shall return the product together with a print-out of the E-ticket attached to the Shipment Confirmation.

You are liable for any diminished value of the goods resulting from the handing other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **15.2 Contractual right of withdrawal**

In addition to the legally recognized right to cancel for consumers and users, mentioned in clause 15.1 above, we also grant you a period of 30 days calculated from the date of Shipment Confirmation to return the products (except those mentioned in clause 15.3 below, for which the right to cancel is excluded), the legal right of withdrawal and the contractual right of withdrawal therefore partly run in

parallel and are calculated from different points in time. The return of the gift card is governed by the Terms of Use of the Gift Card.

In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will get reimbursed, only, with the amount paid for said products (excluding the costs of original delivery). If you select to return the goods to any ZARA store within Sweden, you can do so free of charge. If you select to use the delivery method provided by us as described in the Shipment Confirmation, a fixed sum will be deducted from your refund to cover the direct cost of the return. You will be responsible for the risk and the direct costs of returning the product when you arrange and pay for the return yourself using any other method than the ones listed above.

For large ZARA Home goods that cannot be returned to a PostNord delivery point, you can request a return with a courier arranged by us. You must contact us via our LIVE CHAT available on our website, via FACEBOOK, or via TWITTER to arrange for the collection of the product at your home. You must send the product in the same packaging as you received it by following the instructions in the "RETURNS" section of this website. If you purchased any items as a guest, you can request a return by courier by contacting us through any of the options above.

You may exercise your right of withdrawal in accordance with the provision of clause 15.1 above, however should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us, including E-ticket verification as relevant, within the 30 day term as from the date of Shipment Confirmation.

### **15.3 Common provisions**

You shall not have the right to cancel the Contract when it is for the delivery of any of the following Products:

- i. Customised items
- ii. Music CDs/DVDs without their original wrapping.
- iii. Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them.

No reimbursement will be made if the product has been used more than just inspecting it in such a way it could have been done in a physical store, for products that are not in the same condition as when they were delivered or when they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products.

You may return any product at the relevant section in any ZARA store (except outlet stores) in the country where your product was delivered. When making the return in a store you should go to such store and present together with the product, the E-ticket that was attached to the Shipment Confirmation, which is also saved under your account on our website, and on the ZARA mobile app. You can present the E-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the E-ticket.

The above option will not entail any additional costs for you.



Please, remember that you will be responsible for the contents of the return package. In the event there is an error in the content of the return package not attributable to ZARA, we will be entitled to pass on the corresponding costs to you if it is possible to manage the return of the package to your attention. We are therefore not responsible for any goods in the return package that do not form part of the concerned transaction to which the goods are related.

You additionally have the option to exercise your legal and contractual right of withdrawal by organizing the transport of the returned goods yourself. In the event you choose to organise the transport of the returned goods yourself, you will be responsible for the return costs and you shall include a print-out of the E-ticket with your returned product. Please bear in mind that if you wish to return the goods to us freight collect we may charge you any costs incurred in such return.

Please note that, if you exercise the legal or contractual right of withdrawal and you are the one who organises the transport of the returned goods, we cannot assume the risk on the return package.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having returned the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase. Nothing in this clause affects your statutory rights.

If you have any questions, you can contact us on our Contact form on our webpage/app.

#### **15.4 Returns of defective products**

If the product at the time of delivery is not as stipulated in the Contract, you must contact us immediately through our Contact form on our webpage/app, providing the product details and the describing the damage.

You can return the defective product at any ZARA store in Sweden. You may also contact our customer service through the chat function on the website/app or on Facebook for instructions on how to send the product to us by mail.

We will carefully examine the returned product and will notify you by e-mail within a reasonable period if the product may be refunded or replaced (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming that the refund or replacement of the product is going ahead.

If the product is deemed faulty through no fault of your own, we will refund you for the cost of the purchase, including potential delivery costs. The refund will be made through the same means of payment used to pay the purchase.

#### **15.5 Change of size**

If you decide that the item that you have purchased is in the wrong size for you, then you may be able to request a change in its size, without having to pay an additional delivery charge for the new item being sent to you provided you return the original item.

This is regardless of your right of withdrawal, which will continue to exist legally and contractually. You can request the change of size via the "Orders and Exchanges" section of "My account" on this website.

Note that this option will only be available for ZARA items, and not for ZARA Home items.

You should select the new size of your item, and provided that

- (i) It is the same item,
  - (ii) its price on the website is equal to or greater than the price that you paid for the original item (but please note, in this case only, you will not be charged for the price) and
  - (iii) only certain means of payment have been used (please see Clause 12 of these Terms and Conditions for further information), then you will be able to request the change in size.
- Please note that the option for you to change the size of your original item will only be displayed as being available when all of these conditions are met.

Once you have requested the change and selected the appropriate return method, you must return the original item without any undue delay, and in any event within a maximum period of 14 calendar days from the change request in the website. This will not generate any additional costs for you.

If you return the item in any ZARA store in Sweden, you should present with the item along with the E-ticket attached to the Shipment Confirmation either in digital form on your mobile device or by providing us with a print out of it. When you return a product by sending it to us, you must include a print-out of the E-ticket attached to the Shipment Confirmation. Please see the directions on the "Orders and exchanges" section of this website.

After you have chosen your return method, we will send the new order with the item in the revised size within 2-3 working days from the date of the request of the change, and in any event within a maximum period of 30 days from that date. This option will not present an extra cost to you. This new order is governed by the provisions of the Terms and Conditions, including the exercise of the right of withdrawal.

Please note that if after 14 calendar days from the change request in the website, you have not returned the original item, we are entitled to charge the costs corresponding to the new order placed, subject to the provisions of the Terms and Conditions.

#### **15.6 Right of withdrawal and return for orders from abroad**

If you have ordered products from an EU country other than Sweden, keep in mind that return by courier under this **EXCHANGE/RETURN POLICY** section, applies only from such original delivery point in Sweden.

At the same time we would like to inform you that we are under no circumstances (with exception of clause 15.4 to which this clause 15.6 does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Sweden.

## 16. LIABILITY AND WAIVING LIABILITY

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

- i. In case of death or personal harm caused by our negligence;
- ii. In case of fraud or fraudulent deceit; or
- iii. In any case in which it was illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

- i. loss of income or sales;
- ii. loss of business;
- iii. loss of profits or contracts;
- iv. loss of forecast 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 storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied guarantees on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery.

It is understood that the goods are in conformity with the Contract if they:

- (i) comply with the description given by us and possess the qualities that we have presented in this website,
- (ii) are fit for the purposes for which goods of the kind are normally used and
- (iii) show the quality and performance which are normal in goods of the same type and can which can reasonably be expected. To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favor of consumers and users.

The products that we sell, especially artisan products, often have the characteristics of the natural materials used in manufacturing them.

These characteristics, such as variations in grain, texture, knots and color, may not be considered defects or damage. On the contrary, you must count on their presence and appreciate them. We select only products of the highest quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

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

## **17. INTELLECTUAL PROPERTY**

You recognize and agree that all copyrights, registered trademarks and other intellectual property rights to the materials or contents provided as part of the website belong to us at all times or to those who grant us license for their use. You may use said material only to the extent that we or the usage licensors authorize it expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

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

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately. We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

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

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control over the content of those websites or materials. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

## **20. WRITTEN COMMUNICATION**

The applicable regulations require that some of the information or notification that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your rights as recognized by law.

## **21. NOTIFICATIONS**

The notifications that you send us must be sent preferably through our Contact form on our webpage/app. Pursuant to the provisions in clause 20 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that

it was duly delivered to the post office or to a mailbox, and in the case of an email, that the notification was sent to the email address specified by the recipient.

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

The Contract is binding for both you and us, as well as for our respective successors, transferees and heirs.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

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

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- i. Strike, lockout or other forms of protest.
- ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- iv. Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.
- vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
- vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect, and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

## **24. WAIVING RIGHTS**

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations. The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalized and notified to you in accordance with the provisions of the Notifications section above.

## **25. PARTIAL ANNULMENT**

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

## **26. ENTIRE AGREEMENT**

These Conditions and any document referenced in the same constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing.

You and ourselves acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither you nor we shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

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

We have the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Terms or Privacy Statement, in which case the possible changes will also affect orders made previously by you.

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

The use of our website and the product purchase contracts through said website shall be governed by Swedish law.

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Swedish courts.

If you are entering into the contract as a consumer, nothing in this clause shall affect the rights you have, as recognized in any applicable legislation in effect.

If you as customer consider your rights to have been breached, you can address your complaints to us using the contact details in section regarding Right of withdrawal, in order to seek a solution.

If the purchase between you and us has been concluded online through our website, we hereby inform you, in line with EU Regulation No. 524/2013, that you are entitled to seek such out-of-court settlement

through the platform for online dispute resolution, accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

For consumer dispute resolutions in Sweden, you are advised to contact ARN in the first instance at <http://www.arn.se>.

## **29. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions through our Contact form on our webpage/app.

Moreover, there are official claim forms available to consumers and users. Those can be requested by through our Contact form.

Last updated on 2024-02-01

## **ANNEX 1**

### **Template withdrawal form**

(complete and return this form only if you wish to withdrawal from the contract)

To ITX Sverige AB at the address of c/o Fashion Retail, S.A., Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), Spain:

I hereby give notice that I wish to exercise the right to withdraw from my contract of sale of the following goods:

Ordered on/received on (\*)

Name of consumer

Address of consumer

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

Date

(\*) Delete as appropriate