

TERMS AND CONDITIONS OF THE “ZARA RESELL” PLATFORM

These Terms and Conditions (the “**Terms**”) govern access, navigation, and use of the Zara Resell platform (“**Zara Resell**”), integrated into the “Zara Pre-Owned” circularity space, accessible through the website www.zara.com and the Zara application (hereinafter, the website and the application will be jointly referred to as the “**Platform**”). Please read through these Terms, our Cookies Policy, and our Privacy Policy (together the “**Policies**”) prior to using Zara Resell.

The company corresponding to the country of the seller (as detailed below) makes Zara Resell available to users through the ZARA brand (hereinafter, “**Zara**”), irrespective of the browser, digital medium, support, or device used for access thereto:

- ZARA ESPAÑA, S.A., whose registered office address is Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña, Spain, with VAT number ES A15022510.
- ITX PORTUGAL - CONFECÇÕES, S.A., whose registered office address is Avenida Fontes Pereira de Melo, nº 49, 2º Esq. (Freguesia de S. Sebastiao da Pedreira) 1050-120, Lisbon, Portugal, with VAT number PT 500781419.
- Zara France, S.A.R.L., with capital of 59,760,880 Euros, whose registered office address is 22 Rue Bergère 75009, Paris, France, registered with the Paris trade and companies register under the number 348 991 555, with TVA Intracommunitaire number FR 36348991555 with the following email address: info-fr@zara.com, by telephone at: 01 55 78 88 88 (a toll free call depending on your mobile network).
- KG Zara Deutschland B.V. & Co., whose registered office address is Mönckebergstrasse 11, 20095, Hamburg, Germany, with VAT number DE 815218175.
- Inditex Belgique S.A., whose registered office address is Rue aux Laines, 68/72, 1000, Brussels, Belgium, with VAT number BE 0450661802.
- ITX Nederland, B.V., whose registered office address is Nieuwezijds Voorburgwal 305, 1012 RM, Amsterdam, Noord-holland, The Netherlands, with VAT number NL 804615627B01.
- ITX Luxembourg S.A., whose registered office address is 25, boulevard F. W. Raiffeisen 2411, Luxembourg, Luxembourg, with VAT number LU 27754139.
- Inditex Österreich GMBH, whose registered office address is Kärntner Straße 11 / Top 6, 1010, Vienna, Austria, with VAT number AT U46400201.
- ITX Italia SRL, whose registered office address is Largo Corsia dei Servi, 3 - 20122 Milan - Italy, with Partita IVA IT 11209550158.
- ITX Finland OY, whose registered office address is Aleksanterinkatu 19, 00100, Helsinki, Finland, with TAX ID number FI 15444413.
- ITX Retail Ireland Limited, whose registered office address is Fifth Floor, Block 5 Harcourt Centre, Harcourt Road Dublin 2, Ireland, with VAT number IE 6367364Q.
- ITX CROATIA, LTD., whose registered office address is Avenija Dubrovnik 16 - Avenue centar 10000, Zagreb, Croatia, with OIB number HR 48857810659.
- INDITEX SLOVAKIA, S.R.O., whose registered office address is Einsteinova, Ul. 18 851 01, Bratislava, Slovakia, with VAT number SK 2022395078.
- ITX HELLAS SINGLE MEMBER S.A., whose registered office address is 59, Stadiou Street 10551, Athens, Greece, with tax office number GR 094352564.

- ITX S, D.O.O., whose registered office address is Ameriška ulica 8, 1000, Ljubljana, Slovenia, with TAX No. SI 14720078.

(hereinafter individually or jointly referred to as **“Zara”**)

The purpose of the Zara Resell platform, integrated into the “Zara Pre-Owned” circularity space, is to enable users to purchase items from other users, as a boost to circularity and to extend the useful life of Zara or Zara Home items, as explained below.

1. TERMS AND ACCEPTANCE

- 1.1. These Terms govern the participation of users (broadly, the **“User(s),”** **“you”** or specifically the **“Buying User(s),”** or the **“Selling User(s),”** as applicable) in Zara Resell.
- 1.2. Buying and selling using Zara Resell is the sole responsibility of the Users pursuant to these Terms. Zara does not assume any responsibility for transactions between Users, except as set out in these Terms.
- 1.3. The use of Zara Resell is subject to these Terms. By using Zara Resell, Users confirm that they have read and accept these Terms.
- 1.4. Zara Resell is made available to Users living in Spain (except Canary Islands, Ceuta and Melilla), Portugal, metropolitan France, Germany, Belgium, The Netherlands, Grand Duchy of Luxembourg, Austria, Italy, Finland, Ireland, Croatia, Slovakia, Greece, and Slovenia (the **“Territory”**), thus triggering potential consequences due to a cross-border sale. By using Zara Resell, each User confirms that he/she resides in the Territory. Any User attempting to use Zara Resell outside the Territory does so entirely at their own risk.
- 1.5. Zara Resell must not be used in any business or trade capacity (i.e. natural or legal persons who are engaged in commercial activities and offer items in the course of their business, including all persons who sell items for commercial purposes). Zara reserves the right to suspend or cancel the account of any User using or attempting to use Zara Resell for business or trade purposes. By using Zara Resell, each user declares that he/she acts as a non-professional user. Zara informs Users who may be acting in a business/trade capacity but present themselves as non-professionals that misleading commercial practices are punishable by applicable law.
 - In fact, for Portugal, misleading practices (mentioned in articles 4^o to L. 12^o of Law no. 57/2008, of 26 March) by Users who may be acting in a business or trade capacity but presenting themselves as consumers or non-professionals, are punishable by a fine of up to 75,000.00 euros.
 - For Italy, misleading commercial practices of Users who may be acting in a business or trade capacity but present themselves as non-professionals, are punishable pursuant to Article 27 of the Italian Consumer code with a fine ranging from 5,000 to 10,000,000 euros.
 - For France, misleading practices (mentioned in articles L. 121-2 to L. 121-4) of Users who may be acting in a business or trade capacity but present themselves as non-professionals, are punishable by two years' imprisonment and a fine of 300,000 euros pursuant to Article L.132-2 of the consumer code. The amount of the fine may be increased, in proportion to the benefits derived from the infringement, to 10% of the

average annual turnover, calculated on the basis of the last three annual turnovers known on the date of the infringement, or to 50% of the expenses incurred in carrying out the advertising or practice constituting the offence. This rate increases to 80% in the case of misleading commercial practices mentioned in b and e of 2° of Article L. 121-2 when they are based on environmental claims.

- For Slovenia, pursuant to Article 239 of the Consumer Protection Act (Official Gazette of the Republic of Slovenia, No. 130/22), misleading commercial practices of Users who may be acting in a business or trade capacity but present themselves as consumers or non-professionals, are punishable pursuant to Article 47 of the Consumer Protection Act with a fine of up to 50,000.00 euros, whereas the responsible person may be imposed with a fine up to 5,000.00 euros.
- For Croatia, pursuant to Article 149 of the Croatian Consumer Protection Act (Official gazette No. 19/2022, as amended), misleading commercial practices of Users who may be acting in a business or trade capacity but present themselves as consumers or non-professionals (and mentioned in Article 37 Paragraph 1 Point 23), are punishable by up to 26,545 euros in relation to a legal entity and up to 1,991 in relation to the responsible person in the legal entity or individual trader.
- And for Greece, misleading commercial practices (of Users who may be acting in a business or trade capacity whereas they present themselves as consumers or non-professionals) are both penally and administratively punished.

- 1.6. Users confirm that using Zara Resell does not create any VAT obligation for the User. The User hereby indemnifies Zara for any costs in the event that Zara incurs any cost or liability as a result of a User's VAT obligations.

2. DESCRIPTION AND OPERATION OF ZARA RESELL

- 2.1. Zara Resell has been created to offer Users the possibility of buying and/or selling certain garments or accessories pertaining to the Zara brand and textile products pertaining to the Zara Home brand (the "**Item(s)**"), for the purposes of promoting circularity and extending their useful life.
- 2.2. Zara reserves the right to reject the listing of Items or the content of the offer at its sole discretion, including but not limited to listings of Ineligible Items (as defined in Clause 2.4 below), or where, at its sole discretion, it considers that an Item or listing is in breach of these Terms.
- 2.3. To use Zara Resell, Selling Users shall show on the platform the Items they wish to sell pursuant to the provisions of Clause 6 below.
- 2.4. Underwear, socks, swimwear, cosmetics, furniture of any kind, recalled products, products that are age-restricted by law or prohibited by law and more generally all products other than those mentioned in Clause 2.1 are "**Ineligible Listings**" which fall outside the scope of Zara Resell and cannot be subject to any transaction whatsoever between Selling Users and Buying Users on Zara Resell. Zara reserves the right to eliminate and/or block any Ineligible Listings.
- 2.5. Subject to Clauses 2.1, 2.4, 6 and 7, there are no restrictions to the use of Zara Resell in terms of the season of the Items, their condition, or the point of sale

where the Item was purchased, provided that the Selling User meets the requirements set out in Clause 6 below, including, but not limited to, the requirement to give an honest, true, objective, and accurate description of the Item on Zara Resell.

- 2.6. The agreement that the Buying User and the Selling User reach regarding the Item(s) gives rise to a legally binding sale agreement pursuant to Clause 10, below, whereby the Buying User undertakes to pay the Selling User the full price in Euro agreed and the Selling User undertakes to transfer title to the Item(s) and deliver it/them to the courier chosen by the Buying User. The Users understand and agree that Zara is not a party to any contract of sale between the Users.
- 2.7. Delivery of the Items will be arranged in accordance with Clause 11.
- 2.8. Subject to the provisions of these Terms and the applicable regulations, Users agree that Zara may adopt the measures it deems appropriate in order to create a platform of active users and minimize the risk of cancellation in transactions that take place on Zara Resell. By way of example only, Zara may pause the Items displayed on Zara Resell after a certain period of time has elapsed since they were advertised on the platform (which may be reactivated at any time by Selling Users) or may display information on Selling Users' activity on Zara Resell.
- 2.9. The Selling User undertakes to dispatch the order within the maximum shipping period specified by Zara. The applicable maximum shipping period shall be communicated by Zara through subsequent email notifications and is also available in the Selling User's account. If the Selling User fails to dispatch the order within such maximum shipping period, Zara shall be entitled, as compensation for the costs incurred in connection with the unsuccessful transaction, to deduct and retain an amount equal to the applicable shipping costs, as set out on the Platform.
- 2.10. Participation in Zara Resell is free of charge for the Selling User. The Buying User will pay a transaction fee of €1 plus 5% of the total price of the Item(s) purchased for each transaction, in addition to the price of the Item(s), the applicable shipping cost, and any other additional cost as the case may be. All costs will be clearly shown before placing the order. Shipping costs are made available before clicking on the "Authorize payment" button.
- 2.11. The Selling User shall only receive in connection with the transaction the price of the Item(s) and will not receive any additional sum in this regard. In the event of a dispute regarding any Item, Zara reserves the right to instruct payment services to withhold any payment received in accordance with Clause 18 below.
- 2.12. The Item(s) subject to the transaction cannot be exchanged for any other good or service.
- 2.13. By using Zara Resell, the Selling User represents that they willingly list the relevant Item. By using Zara Resell, the Selling User agrees to transfer the title to the Items and deliver the Item(s) to the Buying User, free of charge and unencumbered to the relevant Buying User.
- 2.14. The Users agree that Zara, being an intermediary, shall not be liable nor bound to replace or compensate a User in respect of Items sold, except to the extent set out below.
- 2.15. For further information, please consult the Buyer's Guide and the Seller's Guide in the help section of Zara Resell that can be accessed while browsing and using the platform.

- 2.16. The Users agree that Zara's role solely consists of:
- 2.16.1. connecting Users for the purpose of promoting circularity and extending the useful life of Zara or Zara Home items;
 - 2.16.2. providing collection and delivery services as set out in Clause 11 below;
 - 2.16.3. connecting Users to payment services provided by Stripe Payments Europe, Ltd. ("**Stripe**"), an Irish registered company (which requires prior acceptance of "Stripe Connected Account Agreement" by Selling Users available at stripe.com); and
 - 2.16.4. providing a limited customer service function as set out in Clause 18.

3. ZARA RESELL ACCESS AND USE

- 3.1. To access, use, buy, and/or sell Items on Zara Resell, you must register as a User.
- 3.2. Users must choose a password when creating a User account.
- 3.3. By accepting these Terms, Users undertake:
 - 3.3.1. not to provide any false personal information, or create an account on behalf of anyone else without their authorization;
 - 3.3.2. not to create more than one personal account;
 - 3.3.3. to keep their contact details duly updated;
 - 3.3.4. not to share their password, nor allow anyone else to access their account;
 - 3.3.5. not to take any action that may compromise the security of their account; and
 - 3.3.6. not to transfer the account to anyone else without Zara's prior written consent;
- 3.4. Should the User choose a username or identifier for their account similar to that of other users, Zara reserves the right to delete or amend it, as it deems it appropriate.
- 3.5. If Zara disables a User's account in accordance with these terms, such User shall not be permitted to create another account without Zara's prior consent. Zara reserves the right to delete any User account where it reasonably believes that the account has been opened by a User who has previously had their account disabled.
- 3.6. Both the Selling and the Buying Users must use an account associated with the country in which the Items are to be deposited and received, respectively, irrespective of whether the Selling and the Buying Users hold other ZARA Resell accounts associated with different countries. ZARA Resell reserves the right to restrict or prevent any transaction that does not comply with this requirement.

4. ZARA IS NOT A PARTY TO SALE CONTRACTS

- 4.1. Zara shall act as a mere intermediary between Users in respect of the contract to buy and sell Item(s). Zara Resell is an electronic meeting point for Selling Users and Buying Users.
- 4.2. Zara does not warrant the quality or condition of the Items offered on Zara Resell.
- 4.3. Zara will not be a party to any transaction for the sale and purchase of Item(s), which will exclusively be carried out between private parties (the Buying User and the Selling User). Users are aware and accept that:
 - 4.3.1. Buying Users do not purchase Items from Zara or the relevant affiliate company belonging to the Inditex Group as detailed in the second paragraph of the Terms. Therefore, any consumer rights have to be claimed vis-à-vis the Selling User;
 - 4.3.2. Zara may, but is not required to, conduct screening of Items submitted by Users to Zara Resell. For example, for the purposes of establishing that the terms hereunder set out are met, and that applicable regulations are complied with; and
 - 4.3.3. contracts for the sale and purchase of Item(s) are entered into between the Buying User and the Selling User, from time to time as set out in Clause 10.

5. ELIGIBILITY

To access and participate in Zara Resell Users must be 18 years or older. By creating an account, Users represent that they are 18 years or older and have the required legal capacity to participate in Zara Resell. By creating an account, each user declares that he/she acts as a non-professional user. Zara reserves the right to suspend or cancel the account of any User using or attempting to use Zara Resell for business or trade purposes.

6. ITEM ELIGIBILITY

- 6.1. By listing an Item, the Selling User warrants, for the benefit of Zara and the Buying User, that the Item(s) displayed on Zara Resell meet the following requirements:
 - 6.1.1. the Item was purchased by the Selling User at Zara or Zara Home;
 - 6.1.2. the Selling User has full title to any Item they are selling on Zara Resell or is duly authorized by the person who has full title to the Item to list such Item for sale;
 - 6.1.3. there are no restrictions on the sale of the relevant Item by the Selling User;
 - 6.1.4. the Selling User has the right to sell the Item;
 - 6.1.5. the Selling User has given an honest, true, objective, and accurate description of the Item(s);
 - 6.1.6. the Item has attached to it any care and/or safety labels included when it was purchased or, if these are missing, this is indicated in the listing;

- 6.1.7. the Item and the listing do not violate any applicable laws;
 - 6.1.8. the Item has not been subject to a recall;
 - 6.1.9. the Item has not been modified or altered in any way since purchase;
 - 6.1.10. the User is not aware of any fact or circumstance which renders the Item unsafe;
 - 6.1.11. the Item is not counterfeit;
 - 6.1.12. the Item is not categorized as an age-restricted product under applicable legislation; and
 - 6.1.13. the Item is not categorized as a “Prohibited Item” according to the courier’s classification.
- 6.2. Zara reserves the right to remove any Item or the content shown on Zara Resell which it, acting reasonably, considers to be inappropriate, or which fails, or which is posted by a User who has failed, to comply with any provision of these Terms.
- 6.3. Zara reserves the right to eliminate any Ineligible Listings.

7. ITEM PRESENTATION, REFERENCING AND DE-REFERENCING ON ZARA RESELL

- 7.1. Selling Users agree to present Items on Zara Resell, both as regards their description and their visual depiction, in a clear, understandable, true, accurate, and sufficient manner so as not to mislead.
- 7.2. The Selling Users warrant, for the benefit of Zara and the relevant Buying User, that the listings posted by them:
- 7.2.1. honestly, truly, objectively, and accurately describe any Item offered by them on Zara Resell;
 - 7.2.2. do not feature any Item which is in very poor condition;
 - 7.2.3. do not describe an Item as new, unless it is brand new and unworn;
 - 7.2.4. include the age, condition, and any damage or fault to an Item, and fully and accurately describes the same;
 - 7.2.5. truly depict the quality and appearance of the relevant Item;
 - 7.2.6. feature only photos of the Item that the Selling User intends to sell and not of any item with the same or similar appearance; and
 - 7.2.7. do not violation the IP rights of any third party (including but not limited to photos retrieved from the Internet or depicting other people).
- 7.3. Zara is entitled to remove any Item that does not comply with the provisions of these Terms.
- 7.4. In the process of presenting Item(s) on Zara Resell, ZARA may (but is not bound to) assist the Selling User by providing certain information related to the product

offered (e.g. images, description, and/or any other product information from time to time provided).

Should this content be provided, it is noted that it is fully unrelated to the actual condition of the Item/s offered by Selling Users on Zara Resell.

Users shall in any case consult the complementary images and other information provided by Selling Users for each Item/s. Therefore, such content shall not be deemed to be a warranty of the quality or condition of the Items offered on Zara Resell.

Content potentially provided by ZARA is in any case subject to the provisions of these Terms.

8. MAIN PARAMETERS DETERMINING RANKING OR MAIN CRITERIA

- 8.1. The order or classification of Items displayed when using Zara Resell's "New In" search tool will be random. However, the order or classification of Items shown on Zara Resell's product grid is due to reasons of an aesthetic, seasonal, or trend nature only.
- 8.2. In particular, the order of prevalence of these criteria with respect to the Items displayed on Zara Resell's Items grid will be as follows:
 - 1) seasonal,
 - 2) aesthetic, and
 - 3) trend reasons.
- 8.3. However, the order or classification of Items displayed when using Zara Resell's Items search tool will be based exclusively on the date such Items were posted on Zara Resell.

9. PROCEDURE TO ADVERTISE ITEMS ON ZARA RESELL

- 9.1. To advertise an Item on Zara Resell, the Selling User shall fill out the Seller's form, selecting a category that best represents the Item and uploading at least three good quality photos (or more, where appropriate, based upon the Item). In order to meet the requirements of 7.1 above, Zara recommends including a photograph of each of the front and the back of the Item, as well as a photograph of the Item's labels.
- 9.2. When a Selling User advertises an Item on Zara Resell, this shall be deemed to be an offer to sell the Item that may be accepted by a Buying User. The Selling User may remove or amend the advertisement at any time before a Buying User has agreed to purchase the Item in question.

10. PURCHASE OF ITEMS SHOWN ON ZARA RESELL

- 10.1. Buying Users may purchase Items on Zara Resell by clicking the "Authorize payment" button.
- 10.2. Shipping costs and the fee applicable to each transaction, as set out in clause 2.8 above, are not included in the advertised price and will be added to the total price for the Item.

- 10.3. Both parties acknowledge and agree that after the Buying User has completed the payment process, a legally binding agreement is formed between the Buying User and the Selling User (the “**Sale Contract**”) based upon the following contractual basis cumulatively: (i) each User’s acceptance and compliance with these Terms; (ii) the description and the photos of the Item; (iii) any other terms agreed between the Buying User and the Selling User in writing. The Buying User undertakes to pay the full price of the Item to the Selling User (including shipping costs and the transaction fee, which will be paid to ZARA) and the Selling User undertakes to transfer the title of the Item(s) and deliver it/them by choosing any of the available delivery options on Zara Resell for final shipment to the Buying User. Upon forming the Sales Contract, both Users (i.e. Selling User and Buying User) who are party to the Sales Contract may rely on and enforce any commitment given between each other pursuant to these Terms and the relevant applicable laws.
- 10.4. In the event of any conflict among the contractual basis of the Sales Contract set out in Clause 10.3 above, the order of precedence shall be in the order set out above, with the present Terms taking highest priority.
- 10.5. Since the Sale Contract is between private users and not a professional seller and a consumer, Users take notice that consumers rights under EU consumer protection law might not apply to the Sales Contract.
- 10.6. There is no general right of withdrawal in respect of Items sold and purchased on Zara Resell. Selling Users are, however, required by Zara Resell to offer the right to return an Item in the event that it does not comply with its description or is otherwise damaged or faulty, subject to each User complying with the provisions of Clause 18.

11. COLLECTION AND DELIVERY

- 11.1. Upon choosing the delivery method that best suits the Selling User from those offered on Zara Resell, and before the Item(s) have been picked up by the courier company, the Selling User agrees to pack the Item(s) using their own packaging and following the packing instructions available to the Selling User during the reselling process. The Selling User agrees to pack the Item(s) appropriately and in accordance with any such instructions.
- 11.2. The Selling User agrees not to include any banned or restricted Items, Ineligible Listings, Items which have not been sold within the scope of the particular transaction or Items otherwise not conforming with these Terms. Zara does not accept any liability with regard to the contents of any package. Users agree that Zara does not have any responsibility or liability with regards to the contents of any package.
- 11.3. The Selling User agrees that they are liable for the contents of the package delivered to the courier company. In the event of any error or issue regarding the contents of the package, Zara reserves the right to recover its costs from the Selling User, except to the extent such costs are attributable to an error of Zara or any courier company nominated by Zara. Zara does not accept any liability for the acts or omissions of any User.
- 11.4. The Buying User shall select the delivery method best suited to their needs from those available on Zara Resell, should there be more than one.

- 11.5. After the Buying User has paid in full, the Selling User will make available the Item(s) for collection within six (6) calendar days, using the prepaid shipping label automatically created by Zara Resell and in accordance with any instructions sent by Zara.
- 11.6. If the Selling User has not made the Item for collection available within the abovementioned period of time, the transaction will be automatically cancelled and the amounts paid by the Buying User will be refunded within a maximum period of 30 days.
- 11.7. Unless otherwise agreed, Zara shall arrange for a courier to collect the item from the Selling User and deliver the Item to the Buying User. Zara agrees that they and the relevant courier will use reasonable care and skill in the provision of such delivery services.
- 11.8. The risk of loss or damage to the Item shall be borne by the Buying User from delivery of the Item to the courier of the latter's choice.
- 11.9. Following collection of the Item from the Selling User by the courier chosen by the Buying User, the price of the Item will be transferred to the Selling User as described herein.

12. CANCELLATION AND CHANGES TO THE COURIER SERVICE

Users agree that Zara will commence the provision of the services related to collection of Items upon receipt of the request from the relevant User. As such, Users agree that they shall not be entitled to cancel or change any part of the courier service without incurring a charge for such aborted, cancelled, or amended service. Zara reserves the right to retain amounts paid by Users with regard to any such aborted, cancelled, or amended service.

13. PRICE AND PAYMENT

- 13.1. When a Selling User wishes to sell an Item, they must fill out the Zara form indicating, among other things, the price of the Item in Euros.
- 13.2. The Selling Users may change the prices of the Items they advertise on Zara Resell at any time prior to the formalization of a sale contract between them and any Buying User.
- 13.3. The Buying User acknowledges and accepts that Zara Resell will charge a fee for each transaction as set out in clause 2.8 above.
- 13.4. Zara Resell offers Buying Users different payment methods (including debit and credit cards) through Stripe's payment gateway, as will be shown at checkout. By clicking on "Authorize payment" the Buying Users confirm that they are the owners of the relevant credit or debit card.
- 13.5. User agrees that Zara may deduct fees and/or send amounts to them, as applicable, in accordance with these Terms via the payment service provider, Stripe Payments Europe Ltd.

14. TAX SYSTEM

- 14.1. Zara Resell shall be exclusively used to resell goods between private users and must not be used in any business or trade capacity.

By registering as a User and accepting these Terms, the Selling user expressly represents that the sale of Item(s) is the platform are not made in any business or trade capacity.

Should such representation be incorrect or inaccurate, Users undertake to hold Zara or the relevant company as detailed in the second paragraph of the Terms harmless from any loss or damage they may entail.

- 14.2. Zara or the relevant company, as detailed in the second paragraph of the Terms, shall be exclusively responsible for meeting their relevant tax obligations as intermediary and operator of Zara Resell.

Zara or the relevant company as detailed in the second paragraph of the Terms shall not be responsible for any obligations pertaining to the Users thereof, in particular, for the taxes they must pay or declare as a result of the sale or purchase of Item(s) between them.

Consequently, Users shall be responsible for filing the relevant tax returns and paying the relevant taxes or duties accrued from the sales, purchases, or import of the Item(s). Users undertake to hold Zara or the relevant company as detailed in the second paragraph of the Terms harmless from any loss or damage incurred as a result of Users failing to comply with such obligations.

Likewise, Users undertake to provide Zara Resell with any data requested to allow Zara Resell to meet its own tax obligations, including providing information to the relevant tax authorities when this is requested by the applicable legislation.

- 14.3. Intermediation and shipping costs are inclusive of any VAT. The VAT rate chargeable is the standard rate applicable as of the date when the transaction occurs.

15. CHANGES TO ZARA RESELL AND THESE TERMS AND ASSIGNMENT

- 15.1. To the extent permitted by the applicable law, Zara reserves the right to amend in full or in part the terms of Zara Resell and of the Platform, and to suspend or terminate them (or any part of them), at its sole discretion. It is the User's responsibility to read them periodically, as the terms at the time of using Zara Resell shall be those that apply.
- 15.2. To the extent permitted by the applicable law, Zara may assign any of its rights or obligations under these Terms.

16. CORRECT USE OF ZARA RESELL AND RESTRICTIONS

- 16.1. The User expressly accepts that he/she will use Zara Resell and participate therein at his/her own risk and peril. The User agrees to only use Zara Resell in accordance with the present Terms and any applicable laws. The User agrees not to use Zara Resell for, or in connection with, the sale of Items as part of a business activity, since the purpose of Zara Resell is solely to enable the purchase of Items by Users from other Users, as a boost to circularity and to extend the useful life of Zara or Zara Home items.

- 16.2. Users agree to use Zara Resell pursuant to these Terms, applicable laws, good morals, and public order. Users undertake not to use Zara Resell, its content, or the services therein provided for purposes that are illegal or contrary to the provisions of these Terms or applicable laws, harmful to the interests or rights of third parties, or that may in any way damage, disable, make inaccessible, or damage Zara, Zara Home, Zara Resell, their content or services, or prevent the normal use that other users may make of them.
- 16.3. Zara Resell allows Users the possibility to provide images and other content via the relevant sections in Zara Resell. Users warrant that: (i) the content they provide does not show the image of any third party other than the User if they do not have the consent of the third party/parties in question; (ii) they do not show or reproduce the image of minors; (iii) the content does not violate the rights (including, but not limited to, intellectual property rights, industrial property rights, the right to one's own image or privacy, or any other rights) or interests of third parties, or any applicable standard or; (iv) the content does not contain any element that may be considered offensive or discriminatory (regarding race, religion, gender, sexual orientation, political or union affiliation), illegal, threatening, libelous, defamatory, obscene, pornographic or improper, or in any other way inappropriate towards any third party, any of the brands of the Inditex Group, or the Inditex Group itself.
- 16.4. For the legal duration of the IP rights and its potential extensions, from the date of acceptance of these Terms, users grant Zara a non-exclusive, worldwide, royalty-free license to use, reproduce, represent, diffuse, copy, redistribute, adapt, re-format, publish, modify, amend, translate, license, sub-license, assign, transfer, and exploit any content created by the User on Zara Resell for the purpose of Zara or its third party suppliers providing the services or for any purpose in connection with Zara's or its group companies' business.
- 16.5. Users agree that any information or content Users upload to Zara Resell or otherwise provide to Zara in connection with their use of Zara Resell may be used by Zara for any lawful purpose and shared with Zara's third-party suppliers engaged by Zara in connection with Zara Resell.
- 16.6. Users expressly undertake not to destroy, alter, disable, or otherwise damage the data, software, or electronic documents found on Zara Resell or on the Platform.
- 16.7. Users undertake not to hamper other Users' access to Zara Resell, nor to take any action that may damage, interrupt, or give rise to errors in such Zara's IT systems or the IT systems of any third party.
- 16.8. Users undertake not to introduce any program, virus, macros, applets, ActiveX controls, or any other logical device or strings that may cause or are likely to cause any alteration to the IT systems of Zara or of any third party.
- 16.9. Users shall not directly or indirectly:
- 16.9.1. copy, modify, or create any derivative work of any portion of Zara Resell; or
 - 16.9.2. reverse engineer, decompile, decode, or disassemble or otherwise attempt to derive or gain improper access to any software component of Zara Resell, in whole or in part.

- 16.10. To the extent permitted by law, Users shall be liable to Zara and/or any affected third party in the event of breach of the terms and warranties above.
- 16.11. To the extent permitted by law, the User hereby indemnifies Zara (or the relevant company as detailed in the second paragraph of the Terms) for any and all losses suffered by Zara or any of its group companies as a result of any breach by the User of this Clause 16. This means that if the User does not comply with this Clause 16, he/she may be required to reimburse Zara for any and all costs it incurs in resolving the issues and/or caused by User.

17. USERS' TAX AND SOCIAL OBLIGATIONS

- 17.1. For France only, in accordance with the law, the following links are made available to Users allowing them to fulfil undertaken obligations:

On tax obligations:

<https://www.impots.gouv.fr/portail/node/10841>

On social obligations:

<https://www.urssaf.fr/portail/home/espaces-dedies/activites-relevant-de-leconomie.html>

18. LIABILITY, RIGHT OF WITHDRAWAL AND WARRANTIES

- 18.1. Zara agrees to use reasonable endeavors to avoid any error or inaccuracy in Zara Resell.
- 18.2. Zara reserves the right to suspend Zara Resell and the Platform (or any part of either of them) for technical repairs, equipment maintenance, or to improve Zara Resell itself and the Platform.
- 18.3. To the extent permitted by law, Zara excludes all liability in the event of a malfunction of electronic communication networks that prevents the normal operation of Zara Resell but which is not attributable to Zara or which arises due to causes outside of Zara's reasonable control.
- 18.4. Zara will not be liable, except to the extent required by law, for the irregularities that the content created, published, provided and/or made available by the Users may contain or may cause; for the destination of the content that may be hosted on the Users' mobile devices, or the damages that may be caused by uploading the content using the relevant section of Zara Resell. Zara will not be held responsible for the Content sent by the Users when it does not have actual knowledge that the stored information is illegal or harms the assets or rights of a third party liable to compensation. Zara agrees, promptly upon being made aware, that it may store data such as the aforementioned, to remove the data or make it impossible to access it. However, the Users accept and acknowledge that Zara does not conduct active search, review, moderation or any other monitoring activities whatsoever over the content generated, stored, and/or conveyed by Users via Zara Resell.
- 18.5. Zara reserves the right to remove the content included in any sections of Zara Resell should it deem it appropriate.

- 18.6. Zara does not guarantee the reliability, availability, or continuity of the Platform nor Zara Resell.
- 18.7. Zara shall not be liable in the event of interruptions to Zara Resell, and generally, for any other inconvenience on grounds beyond Zara's reasonable control, and/or resulting from willful misconduct or negligence on the part of the Users and/or which are due to force majeure events. A force majeure event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes, in particular, (without limitation) the following: strikes or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations, or restrictions of any government.
- 18.8. Zara reserves the right to cancel Zara Resell and block and/or expel Users of Zara Resell who use Zara Resell incorrectly or do not comply with these Terms or with the terms of any Sale Contract, without having to express any reason.
- 18.9. Zara will be only liable for damages caused to Users for its own actions or those of its own suppliers.
- 18.10. For Germany, claims for damages on Users' side are excluded. In the event of a negligent breach of contractual obligations, the fulfillment of which is essential for proper performance of the contract and on the observance of which User as customer might regularly rely (so-called cardinal obligations), Zara's liability shall be limited to compensation for foreseeable, typical damage.
- 18.11. Users of Zara Resell are informed that regarding the sales agreement formalized between the Selling User and the Buying User (i.e. an agreement executed between two private or non-professional entities), the right of withdrawal provided for in the applicable regulations shall not apply.
- For Slovenia, this right (which is not applicable) is regulated in Article 134 of the Consumer Protection Act (Official Gazette of the Republic of Slovenia, No. 130/22). For Croatia, this right (which is not applicable) is regulated in Article 79 of the Croatian Consumer Act.
- For Greece, this right (which is not applicable) is regulated in the "Law 2251/1994 on Consumers Protection.
- 18.12. Likewise, the guarantee of conformity is not applicable.
- For Slovenia, this right (which is not applicable) is regulated in Articles 71-77 of the Consumer Protection Act (Official Gazette of the Republic of Slovenia, No. 130/22).
- 18.13. On the other hand, Zara informs Buying Users that they may exercise their rights relating to the legal warranty of hidden defects against the Selling Users.
- For France, these rights (which are applicable) are regulated in articles 1641 to 1649 of the French civil code.
 - For Italy, this rights (which are applicable) are regulated in articles 1490 et seq. of the Italian Civil Code.

- For Slovenia, this right (which is applicable) is regulated in Article 462 of the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/07, as amended).
- For Croatia, this right (which is applicable) is regulated in the Croatian Act on Obligations (Official gazette No. 35/2005, as amended).
- For Greece, this right (which is applicable) is regulated in Article 513 onwards of the Civil Code on sale transactions.

19. DISPUTES

- 19.1. After receiving the Item(s), the Buying User will receive a notice ("**Review product**") allowing them to indicate whether or not they are satisfied with the condition of the Item(s) purchased.
- 19.2. The Buying User shall confirm his/her satisfaction (or lack thereof) with the Item(s) purchased within three (3) calendar days of receiving the notice ("Review product").
- 19.3. If the Buying User finds such condition not to be satisfactory by ticking "**No**," they will be directed to a dispute form automatically generated by Zara Resell where they can provide detailed information on the reasons for the dissatisfaction. Such form will be managed by Zara's customer service team, who are contactable via the details on Zara's website.
- 19.4. If the dispute arises from the fact that the Item received does not conform to these Terms, pursuant to the features and conditions of the Item posted, Zara's customer service team will determine, based upon the information and evidence available, whether the representations of the Buying User have merit, and therefore, if their complaint should be considered. Return of the Item(s) by the Buying User to the Selling User for reasons of mere convenience will not constitute acceptable grounds for dispute.
- 19.5. If the complaint raised by the Buying User is upheld, the Buying User shall return the Item(s) to the Selling User, and the Selling User shall issue the Buying User a full refund by the same means used for payment for the total price paid by the Buying User for the Item(s) plus the shipping cost for returning the Item(s) to the Selling User.
- 19.6. If the complaint raised by the Buying User is deemed by Zara's customer services team to be without merit, the transaction shall be deemed to be completed, without any other option or relief available to the Buying User within Zara Resell, without prejudice to any available remedies under applicable regulations.
- 19.7. If the dispute arises from any reason other than the ones set out above, or in the event of any other type of incident during the shipment and receipt of the Item by the Buying User, Zara's customer service team shall in its sole discretion determine whether to consider the claim, whether the claim is upheld or disregarded, and any remedy available to the Buying User.
- 19.8. If a User is not satisfied with the customer service and/or dispute resolution services provided by Zara pursuant to this Clause 18, they may raise a complaint pursuant to Clause 20, below.

- 19.9. The User agrees to promptly provide all information and assistance reasonably required by Zara in connection with any dispute relating to their account or any Item sold or purchased by them from time to time.
- 19.10. It is brought to the attention of Zara Resell users that as a result of the sales agreement entered into by and between the Selling User and the Buying Users (i.e., an agreement executed between 2 consumers or non-professionals), the right of withdrawal provided for in the applicable regulations shall not apply.
- 19.11. If you as a User, and exclusively within the relationship you have with Zara excluding relations of any other nature that you may have with any other User or third party (for example, a sales contract with another third party), consider your rights to have been breached, we inform you that in line with (i) the Out-of-Court Settlement of Consumer Disputes Act (Official Gazette of the Republic of Slovenia, No. 81/15) for Slovenia and (ii) the Croatian Act on Alternative Settlement of Consumer Disputes (Official gazette No. 121/16, as amended) for Croatia, you are entitled to seek settlement of the consumer dispute with us out of court.
- 19.12. For France, and exclusively within the relationship you have with Zara excluding relations of any other nature that you may have with any other User or third party, for any unsatisfied written claim previously sent to our customer service within less than one year, in accordance with the provisions of the French Consumer Code about amicable disputes settlement, Users have the possibility to resort to the mediation service of CM2C by electronic means: www.cm2c.net/declarer-un-litige.php or by post: CM2C, 14 rue Saint Jean, 75017, Paris.

20. REPORTING ABUSE

- 20.1. If a User considers (i) that another User or content violates his/her rights and/or the rights of a third party, (ii) that another User has published illicit content, in particular content of apology for crimes against humanity, provocation to commit acts of terrorism and their apology, incitement to racial hatred, hatred against persons on the grounds of their sex, sexual orientation, gender identity, or disability, as well as child pornography, incitement to violence, incl. incitement to sexual and gender-based violence, and offences against human dignity, or (iii) that any of the content somehow available on or conveyed through Zara Resell is offensive, inappropriate and/or violates your statutory rights, please report such content by accessing the means of contact listed in the help section of Zara Resell (in particular, for France, please notify this content to the email address info-fr@zara.com). The notification must include (i) the content desired to be reported, (ii) the reason for which the content is reported, and (iii) whether there is any other action that is desired to be adopted.
- 20.2. Having been duly notified as set out herein, Zara will launch an internal investigation. Content involved in such investigation and considered by Zara to be sensitive will be temporarily unavailable and may be removed by Zara subject to the outcome of the investigation.
- 20.3. Zara may use software and automatic algorithms to detect and remove from Zara Resell, without notice, any Item or content which is clearly illegal or prohibited under applicable regulations, contrary to morality or the public order, or is advertised or published in violation of these Terms, in addition to suspending and/or permanently blocking the account of the User responsible for the reported content. This shall not be considered as an undertaking to monitor, actively search for, or even suppress unlawful activities and/or content posted on Zara Resell.

- 20.4. Affected Users can challenge Zara's decision to remove content pursuant to Clause 19.3 by contacting Zara's customer service.

21. ACCESS TO ITEM REVIEWS

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

22. COMMENTS, FEEDBACK, AND COMPLAINTS

We welcome your comments and feedback. Please send all feedback and comments to us via our usual contact channels.

23. LINK WITH WWW.ZARA.COM "PURCHASE CONDITIONS"

Zara Resell and these Terms are fully unrelated to the "Purchase conditions" that govern the sale by the relevant company of the Inditex Group of Items of the Zara brand on the Platform.

24. JURISDICTION AND APPLICABLE LAW

- 24.1. Any questions which may arise between Zara and the User related to the interpretation, adherence to, and validity of these Terms shall be governed by these provisions and in accordance with the laws of Spain (without prejudice to such statutory provisions applicable in the country of residence of the User which cannot be excluded). The Parties expressly submit to the non-exclusive jurisdiction of the Spanish courts. In any case, statutory rights of Users will not be affected.
- 24.2. In any case, statutory rights of Users will not be affected.
- 24.3. Both the Buying User and the Selling User acknowledge and accept that the Sale Contract will be governed by the laws of the country of residence of the Selling user (without prejudice to such statutory provisions applicable in the country of residence of the Buying user which cannot be excluded) and be subject to the

exclusive jurisdiction of the relevant place of delivery of the Item(s) in the Member State. In any case, provisions laid down in private international regulations shall remain unaffected.

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