

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

This document and its appendices describe the terms and conditions applicable to the use of the website [www.zara.com](http://www.zara.com) and the purchase of products on the site (hereinafter the “Terms and Conditions”), regardless of the application, digital medium, format, or device used to access the page. Anyone who wishes to access and/or use the website or make a purchase on the site can do so following these Terms and Conditions and the Cookies and Privacy Policy. Anyone who does not accept these Terms and Conditions and/or any of the following policies, appendices, and principles that govern ZARA and are compulsory and binding, must abstain from using the website and making purchases on it.

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

You can choose to enter into the purchase contract in any of the languages in which the Terms and Conditions are offered on this website.

### 1. OUR INFORMATION

Items are sold on this website under the ZARA name by G. ZARA URUGUAY S.A., a Uruguayan company with offices at Calle Luis Alberto de Herrera, 1290, Local 400, Montevideo, Montevideo, Uruguay and tax ID (RUT) No. 213950900014.

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

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

### 3. USING OUR WEBSITE

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

- i. Use this website solely for legally valid orders or information.
- ii. Not place any fraudulent or false order. If you believe that a false or fraudulent order has been confirmed under your name, you agree to immediately notify ZARA by any suitable and reliable means. If it can be reasonably considered that an order of this type is made, it will be canceled and reported to the appropriate authorities.
- iii. Provide us with a true, authentic, and accurate email address, mailing address, and/or other contact data. Additionally, you agree that we can use this information to contact you if necessary (see our Privacy Policy).  
Zara reserves the right to reject any order for which a lack of information is confirmed. By placing an order on this website, you confirm that you are more than 18 years old and have the legal capacity to sign contracts.

#### 4. SERVICE AVAILABILITY

The items offered on this website can only be shipped in Uruguay.

#### 5. HOW TO PLACE AN ORDER

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

#### 6. USER REGISTRATION

For the purposes of registration, future users must provide their true, authentic, and accurate personal information and agree to update their personal information as needed.

Under its exclusive discretion, Zara may request additional information, as well as temporarily suspend or disable users whose information has not been able to be confirmed.

Users can access their personal account by entering a username and a password. Users agree to keep their security code secret.

The account is personal, unique, and non-transferable. The same user is not permitted to register or hold more than one account. If Zara determines that several accounts have similar or related data, it may cancel, suspend, or disable them.

Users will be responsible for all operations made through their account, as access to the account is restricted to the use of their security code, which is known exclusively by them.

Users agree to notify Zara immediately through suitable and reliable means regarding any unauthorized use of their account, in addition to unauthorized third parties logging in to the account.

Please note that it is not permitted to sell, assign, or transfer the account without Zara's explicit authorization.

Zara reserves the right to reject any registration request or cancel any previously accepted registration and is not required to provide or present the reasons for its decision, and this circumstance does not entitle the holder to indemnity or compensation.

#### 7. TECHNICAL METHODS TO CORRECT ERRORS

If you notice an error when entering your personal data during user registration on the website, you can modify it under the **My Account** section.

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

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

If you notice an error with your order after finalizing payment, you must immediately contact our customer service through the website's chat service referenced above in order to resolve the error.

## **8. PRODUCT AVAILABILITY**

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

## **9. DELIVERY**

Unless there are problems resulting from product personalization, or there are unexpected or unusual issues, we will send you the order consisting of the product(s) listed in each Shipping Confirmation by the arrival date stated on the website according to the selected shipping method. In any case, orders will always arrive within a maximum of 30 days of the Order Confirmation date.

If the item cannot be shipped by the delivery date for any reason, you will be notified and given the option to specify a new delivery date or cancel the order with full reimbursement for the amount paid. Home deliveries will not be made on Saturdays or Sundays.

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

## **10. INABILITY TO DELIVER**

If the order cannot be delivered, a safe place to leave it will be sought. If one is not found, your order will be returned to our warehouse. In addition, we will leave a note explaining where you can find your order and what you need to do to reschedule the delivery. If you will not be at the delivery location at the scheduled time, you must contact Zara to reschedule the delivery.

If your order has not been delivered for a reason beyond Zara's control, and the order has been ready for delivery for more than 15 days, it will be assumed that you wish to terminate the contract and it will be considered canceled. As a result of canceling the contract, all payments received will be refunded, including the delivery costs (except for the additional costs resulting from the selection of a delivery method other than the least expensive) without any undue delay and always within 14 days of the date

the contract is considered to be canceled. You will be responsible for any additional transportation costs resulting from canceling the contract.

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

You assume the risks of the products from the moment they are delivered.

You will acquire ownership of the products once payment is received, including shipping costs, or upon delivery (according to the definition in clause 9 above), if the products are delivered at a later time.

## **12. PRICE AND PAYMENT**

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

Prices can vary at any time, but the possible changes will not affect the orders that already have an Order Confirmation.

Once you have selected all the items you wish to purchase, they will be added to your basket. The next step will be to process the order and make the payment. To do so, you must follow the steps in the purchasing process, providing or confirming the information that will be requested from you at each step. Additionally, your order's information can be modified during the purchasing process, prior to making the payment. A detailed description of the purchasing process can be found in the Shopping Guide. In addition, for registered users, there is a list of the orders made under **My Account**.

You can pay using Visa, Mastercard, American Express and OCA. In addition, you can pay for all or part of the total of your purchase with a Zara e-voucher issued by G. ZARA URUGUAY S.A.

By clicking on **Authorize Payment**, you are confirming that the credit card belongs to you or that you are the legitimate holder of the e-voucher.

To minimize the risk of unauthorized access, your credit card's data will be encrypted. Credit cards are subject to checks and approvals by the issuing company, but if the company does not authorize payment, Zara will not be responsible for delays or failures to deliver. Furthermore, no contract will be entered into with you.

## **13. PRICES AND BILLING**

It is free to register on the website. Zara reserves the right to modify, change, add, or delete the current prices at any time. Users will receive notification of this by the method established in Clause 27 of this document. However, Zara can temporarily modify the Pricing Policy and prices for promotional reasons. These modifications will take effect when the promotion is made public or the advertisement is launched.

Zara reserves the right to take the in-court and out-of-court measures it deems necessary to procure payment of the amount due.

If charges are billed that do not correspond to the order, Users must contact our Customer Service team to resolve the issue.

For any questions, you can contact us by the methods described in these Terms and Conditions.

## **14. RETURN POLICY**

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

#### **Right of termination**

By entering the contract as a consumer and user, you have the right to terminate this contract in a period of 5 business days, without having to provide a reason.

The termination period will expire 5 business days after acquiring material possession of the merchandise or, if the merchandise comprising your order is delivered separately, 5 business days after acquiring material possession of the last item of merchandise.

To exercise the right of termination, you must notify ZARA at Calle Luis Alberto de Herrera, 1290, Local 400, Montevideo, Montevideo, Uruguay and/or through the website's chat service, regarding your decision to terminate the contract with an unambiguous statement (e.g. a letter sent by mail or email). You can use the termination form template included as an appendix to these conditions, but it is not required. To comply with the termination period, it is only necessary that the message notifying your use of this right be sent prior to the end of the corresponding period.

#### **Consequences of termination**

In the event the contract is terminated, all payments received will be returned, including the delivery costs (except for the additional costs resulting from the selection of a delivery method other than the least expensive delivery method) without any undue delay and always within 14 calendar days of the day that notification was sent regarding your decision to terminate this contract. Reimbursements will be made using the same payment method used for the initial transaction, unless otherwise indicated by explicitly stating the payment method you want the refund to be made through. You will not incur any expense as a result of reimbursement. Without prejudice to this, the reimbursement may be withheld until the merchandise is received or until reliable proof is provided that it has been returned.

Merchandise must be returned at any Zara store in Uruguay, through the online return request form, through a messenger/courier service, or at one of the delivery points provided in Uruguay, without any undue delay and always within 5 business days of notification of the decision to terminate the contract. The period will be considered fulfilled if the merchandise is returned before the conclusion of this period.

You will be responsible for the direct cost of returning the merchandise, except if the merchandise is returned at a ZARA store in Uruguay, through a messenger/courier service provided by us, or at one of the delivery points provided in Uruguay.

You will be responsible for the reduction in the merchandise's value resulting from incorrectly handling it.

#### **14.2 Contractual right of termination**

In addition to users' and consumers' legally recognized right of termination mentioned in clause 15.1 above, a period of 30 days is provided following the Shipping Confirmation to return the products (except for those mentioned in clause 15.3 below, regarding products excluded from the right of termination).

If you return the products within the contractual period established for the right of termination, but after the legal period of 5 business days starting with material possession of the merchandise, only the price paid for these products will be reimbursed. You are responsible for the direct costs of returning products when you do not make the return at one of the ZARA stores in Uruguay, through a messenger/courier service provided by Zara, or at one of the delivery points provided in Uruguay.

The right of termination can be exercised in accordance with the provisions of clause 15.1 above. Although if you communicate to us that you intend to terminate the contract after the legal termination period, you must return the merchandise within 30 days of the Shipping Confirmation.

#### **14.3 General requirements**

You will not have the right to terminate a contract whose purpose is to supply any of the following products:

- Personalized items.
- CDs/DVDs without their original packaging.
- Items sealed for health or hygiene reasons that have had their seal removed after delivery.

Your right to terminate the contract will only be applicable to the products that are returned in the same condition they were received. Reimbursements will not be made for products that have been used beyond simply opening them or for products that are not in the same condition they were delivered in or that have been damaged or broken. You must therefore take care with the product(s) while they are in your possession. When returning used items, all their original packaging, the instructions, and any other documents that may have come with them must be returned.

Returns will be made at any ZARA store in Uruguay, through a messenger/courier service that we will send to your home, or at one of the delivery points provided in Uruguay. Returns at ZARA stores:

You can return the products at any ZARA store in Uruguay that has the same section of merchandise as the products you wish to return. In this case, you must go to any store and provide the item with the electronic receipt sent alongside the Shipping Confirmation. The receipt can also be found in your account

on the website and in the ZARA app. You can present the electronic receipt by showing it on the screen of your mobile device or by taking a printout to the store.

#### Returns by a messenger/courier service:

You must contact Zara through our return request form so we can schedule pickup at your home. You must return the merchandise in the same packaging that you received it, following the instructions found under the **RETURNS** section on this website.

#### Returns at the delivery points provided in Uruguay:

You can return products at any of the delivery points provided in Uruguay. To do so, you must request a return with the **Delivery Point** method in the **Orders and Returns** section under **My Account** on the website. Next, we will send you an email with the return label that you must place on the package and leave at the delivery point. You must leave the item in the same packaging that you received it in.

None of the three options will have any additional cost for you.

If you do not want to return the products with any of the free options available, you will be responsible for the return costs. Please, keep in mind that if you decide to return the items to us with unpaid postage, we will be authorized to charge you for any expenses we incur.

After examining the item, you will be notified if you have to the right to reimbursement for the amounts paid. Transportation costs will only be reimbursed when the right of termination is exercised during the legal period and all the items making up the order in question are returned. Reimbursements will be made within 14 calendar days of the date of notification of the intention to terminate. However, reimbursement can be withheld until the merchandise is received or until reliable proof is submitted of the merchandise's return. Reimbursements will always be made with the same payment method used to pay for the purchase, except when a gift receipt is given for the return. In this case, reimbursement will be done using a ZARA e-voucher or voucher receipt issued by G. ZARA URUGUAY S.A. You will accept responsibility and the cost of returning the products, as indicated above. For questions, you can contact us by one of the contact methods.

#### **14.4 Returns of defective products**

In the event that, upon delivery, it is considered that the product does not match what was established in this contract, you must notify us immediately through one of our contact methods, providing the product details and a description of the damage incurred. We will then provide instructions on how to proceed.

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

Once the returned product is examined, an email notification will be sent within a reasonable time period if the product is to be reimbursed or replaced (if appropriate). The item will be reimbursed or replaced

within 14 days of the date the email is sent confirming reimbursement or replacement for the defective item.

Full reimbursement will be made for the amounts paid for products returned due to a fault or defect, when it truly exists, including the incurred delivery costs and any expenses incurred from the return. The money will be refunded with the same payment method used to make the purchase, except when a gift receipt is submitted for the return. In this last case, reimbursements will be made with a ZARA e-voucher or voucher receipt issued by G. ZARA URUGUAY S.A.

The rights recognized by applicable legislation are unaffected.

## **15. WARRANTIES**

A warranty is offered for products sold on the website under terms that are legally established for each product type, thereby covering any non-conformity in the products that may arise in the two years following delivery of the product.

Products are considered to comply with the contract provided that (i) they fit the description provided and have the characteristics presented on this website, (ii) are appropriate for uses normally intended for products of the same type, and (iii) have the normal quality and features of a similar product type that can be expected within good reason. Therefore, if any of the products do not comply with this contract, you must notify us following the procedure described in section 17.6 above and via one of the contact methods provided for this purpose.

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

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

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

However, with the exception of legal requirements to the contrary, no responsibility will be accepted for the following losses, regardless of their cause:

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



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

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

You acknowledge and agree that any copyright, registered mark, and other intellectual and industrial property rights for the material or contents provided as part of the website are property of Zara or whoever has given the former license for their use. This material must be used only as established in these Terms and Conditions. This will not prevent this website from being used as needed to copy the information about your order or contact information.

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

It is explicitly prohibited to use this website inappropriately to intentionally insert viruses, trojan horses, worms, logic bombs, or any other technologically harmful or damaging material or program. It is not permitted to attempt to gain unauthorized access to this website, the server where the site is contained, or any server, computer, or database associated with it. Additionally, any attack on this website with a denial-of-service attack or distributed denial-of-service attack is prohibited.

Violation of this clause could imply the commission of crimes as defined by the applicable regulations. Any violation of these regulations will be notified to the competent authorities, and we will actively work with them to determine the attacker's identity. In addition, if this clause is violated, access to this website will be denied.

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

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

If our website has links to other websites or third-party materials, these links are provided for purely informational purposes, and we have absolutely no control over the content of these websites or materials. Therefore, Zara will not be responsible for any damage or loss resulting from their use.

## **20. WRITTEN COMMUNICATION**

Applicable regulations require that part of the information or communication that are sent to you be written. By using this website, you accept that most of these messages will be electronic. Zara will contact you by email, or we will provide information by posting notices on this website. For contractual purposes, you agree to use this electronic communication format and acknowledge that all contracts, notifications, information, and other messages that we send electronically meet the legal requirements of being written.

## **21. NOTIFICATIONS**

Notifications must be sent via any of the communication channels provided for such purposes. Pursuant to the provisions of the above clause, except where specified otherwise, messages can be sent to you either by email or to the mailing address provided when the order was placed.

The notifications are considered to be done correctly when they are uploaded to our website, 24 hours after sending an email, or 3 days after a letter's postmark date. As a method to confirm that the notification was done correctly, for letters, it will be sufficient to prove that the mailing address was correct, it was properly sealed, and it was correctly delivered to a post office or postbox; and, for email, that the email was sent to the address specified by the receiver.

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

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

Zara can transmit, assign, relinquish, subcontract, or transfer the contract or any of its rights or obligations at any time during its validity period. These transmissions, assignments, or other transfers will not affect consumers' legally recognized rights, where applicable, or cancel, reduce, or limit in any way both the explicit and tacit warranties that you may have been given.

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

Zara will not be responsible for any temporary or permanent non-compliance with any of the accepted obligations when it is due to events that are beyond our reasonable control ("Force Majeure Event").

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

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

The obligations will be considered to be suspended while the Force Majeure Event continues. There will be an extension to fulfill said obligations for a time period equal to the duration of the Force Majeure Event. Zara will make the utmost effort to end the Force Majeure Event or to find a solution that allows it to meet its obligations.

## **24. WAIVER**

The lack of requirement for strict compliance with any of the obligations assumed by you under a contract or these Terms and Conditions or the non-exercise of the rights or actions that correspond to Zara under this contract or these Terms and Conditions does not imply a waiver or limitation of these rights or actions nor does it provide exoneration from complying with the obligations.

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

## **25. SEVERABILITY**

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

## **26. COMPLETE AGREEMENT**

These Terms and Conditions and their appendices are the full agreement between both parties regarding each party's obligations. They replace any other prior contract, agreement, or commitment.

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

Neither party has any recourse in the event of any unclear statement made verbally or in writing by the other party prior to the contract date (except if the unclear statement was made fraudulently). The only recourse the other party will have will be due to contractual non-compliance in accordance with the provisions of these Terms and Conditions.

## **27. MODIFICATION OF THESE CONDITIONS**

Zara can modify the Terms and Conditions at any time by posting the modified terms on the website. The modifications will not apply retroactively and will take effect 30 days after their publication. If you do not agree with the modifications made, we recommend that you do not use our website.

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

Use of this website and this document will be regulated in their entirety by the legislation in force in Uruguay.

Any issue arising from use of the website or this Agreement, their existence, validity, interpretation, scope, or compliance will be subject to the non-exclusive jurisdiction of the common courts of law of Montevideo, Uruguay.

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

Any comment and/or suggestion, as well as any queries, complaints, or claims, must be submitted through our contact methods described in clause 1 of these Terms and Conditions.

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

**Termination form template**

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

To G. ZARA URUGUAY S.A. operating under the trade name ZARA, with offices at Calle Luis Alberto de Herrera, 1290, Local 400, Montevideo, Montevideo, Uruguay.

I hereby inform you that I terminate my sales contract for the following  
merchandise: Ordered on/Received on (\*): Consumer name: Consumer address:  
Consumer signature (only if this form is submitted on paper) Date:  
(\* ) Cross out what is not applicable