

TERMS AND CONDITIONS OF USE AND PURCHASE WWW.ZARA.COM

1. INTRODUCTION

This document (along with all documents mentioned) establishes the terms and conditions governing the use of this website (www.zara.com) and the purchase of products featured on it (the “Terms and Conditions”), regardless of the application, digital media, support or device used to access the website. Please read these Terms and Conditions carefully as well as our Privacy and Cookies Policy (“Privacy and Cookies Policy”) before using this website. By using this website or placing an order via the website, you are consenting to these binding Terms and Conditions and to our Privacy and Cookies Policy. If you do not agree with all the Terms and Conditions and with the Privacy and Cookies Policy, you should not use this website.

If you have any queries regarding the Terms and Conditions or Privacy and Cookies Policy, you can contact us using our contact channels.

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

2. OUR INFORMATION

The sale of items through this website is carried out under the name ZARA by the company Arazaaua Fashion NV, a trading company incorporated and organised under the laws of Aruba, registered in the Commercial Register held by the Chamber of Commerce and Industry of Aruba under number 43755, with its registered office at Havenstraat 4, Aruba.

3. YOUR DATA AND VISITS TO THIS WEBSITE

The information or personal data that you provide to us about yourself shall be processed in accordance with the Privacy and Cookies Policy. By using this website, you consent to this information and data being processed and declare that all the information and data you provide are accurate.

4. USE OF OUR WEBSITE

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

- i. Only use this website for legally valid consultations or orders.
- ii. Not place any false or fraudulent orders. If we can reasonably assume that an order of this kind has been made, we shall be authorised to cancel the order and inform the relevant authorities.
- iii. Provide your email address, postal address and/or other contact information truthfully and correctly. You also consent to us using this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, we will not be able to process your order.

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

5. SERVICE AVAILABILITY

The items available on our website are only available for delivery in Aruba.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchase procedure and click on "Authorise Payment". After this, you will receive an email acknowledging receipt of your order (the "Order Confirmation"). We will likewise inform you via email that the product is being shipped (the "Dispatch Confirmation").

7. TECHNICAL MEANS FOR CORRECTING ERRORS

If you see that an error was made in entering your personal information when registering as a user of this website, you can modify said information in the "My Account" section.

In any event, you can correct errors related to the personal data provided during the purchase process by contacting Customer Services via the chat available on the website or one of our official social media accounts, as well as exercising your right to correction set out in our Privacy and Cookies Policy.

This website displays confirmation windows at several points during the purchase process, which do not allow you to continue with your order if the data in these sections has not been entered correctly. Furthermore, this website provides details on all of the items you have added to your basket during the purchase process, so that you can amend your order before making the payment.

If you notice an error in your order after the payment has been processed, please contact customer service immediately through the chat available on the website or our official social media accounts, in order to correct the error.

8. PRODUCT AVAILABILITY

All orders are subject to product availability. If problems should arise in supplying the products or if items are out of stock, we will refund the paid amount.

9. DELIVERY

Unless circumstances arise from the customisation of products, or unforeseen or special circumstances arise, we will send the order consisting of the products listed in each Dispatch Confirmation within the time period indicated on the website, via the method selected and, in any event, within a maximum period of 30 days from the date the Order Confirmation was sent.

If, for some reason, we are not able to meet the delivery date, we will inform you of such circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid. In any case, bear in mind that we do not make home deliveries on Saturdays or Sundays.

For the purposes of these Terms and Conditions, it will be understood that the "delivery" has taken place or that the order has been "delivered" at the time you or a third party indicated by you acquires material

possession of the products, signing to confirm receipt of the order at the agreed delivery address.

10. FAILURE TO DELIVER

If we are unable to deliver your order to you, we will try to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. In this event, we will leave a note explaining where your order is located and what to do to have it delivered again. If you are not going to be at the delivery location at the time of delivery, please contact us to arrange for the delivery to be made another day.

If 15 days have elapsed since your order became available for delivery and the order has not been delivered for reasons not attributable to us, we will understand if you wish to cancel the contract and we will consider it terminated. Following termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional charges resulting from your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and, in any case, within a maximum of 14 days from the date we consider the contract to be terminated. Please note that the shipping arising from the termination may incur an additional cost, and we will therefore have the right to charge you for the corresponding costs.

11. TRANSFER OF RISK AND OWNERSHIP

Product risks shall be your responsibility from the moment of delivery.

You will acquire ownership of the products when we receive payment in full for all amounts owed in relation to said products, including shipping costs, or at the time of delivery (according to the definition in Clause 9 above) if the delivery takes place subsequently.

12. PRICE AND PAYMENT

The prices on the website include Value Added Tax (VAT), but exclude delivery costs and taxes related to delivery, if applicable, which are added to the total amount owed as explained in our Shopping Guide - Delivery.

Prices may be subject to change at any time; however, (except in the aforementioned circumstances) the possible exchanges shall not affect orders for which you have already received an Order Confirmation.

When you have selected all the items you wish to purchase, they will have been added to your shopping basket and the next step will be to process the order and complete the payment. To do this, you should follow the steps of the purchasing process, filling out or verifying the information that is requested at each step. Additionally, during the purchase process, you will be able to amend the details of your order before making the payment. You may refer to a detailed description of the purchasing process in the Shopping Guide. Furthermore, if you are a registered user, a list of all the orders you have placed is available in the My Account section.

You can pay using Visa and Mastercard. You can also pay for all or part of your purchase with a Zara e-voucher issued by Arazaua Fashion NV.

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

To minimise the risk of unauthorised access, your credit card details will be encrypted. Credit cards shall be subject to authorisations and checks by their issuing entity, but if this entity does not authorise the payment, we shall not be held responsible for any delay or failure to deliver, and we shall not be able to formalise any contract with you.

13. GUEST PURCHASE

This website also allows you to shop as a guest. In this purchase mode, you will only be asked for the basic information needed to process your order.

After the purchase process is complete, you will be given the option of registering as a user or continuing as a guest.

14. QUICK PURCHASE

The quick purchase feature ("Quick Purchase") streamlines the purchase process on this website, as you will not have to enter delivery, invoicing and payment details for each purchase. Quick Purchase is available in the "Shopping Basket" section.

To use Quick Purchase, you must have saved your credit card information. You can do this when paying with any of the cards accepted on this website by clicking the option "Save my card information". This will save the following card information: card number, name of cardholder as it appears on the card and expiry date.

To save your card information and use Quick Purchase, you must accept the applicable Terms and Conditions and Privacy and Cookies Policy.

By agreeing to use Quick Purchase, you accept that purchases paid for using this feature are charged to the associated card. In any case, the use of your card will be governed by the terms and conditions you have agreed with the card issuer.

You can save information on as many cards as you want to use Quick Purchase. To do this, you must make at least one payment with one of them. If you want to save the information of more than one card, the most recently saved will be the "Favourite Card" and will be used by default to pay using Quick Purchase. However, you can change your Favourite Card in the My Account section on the website.

To use Quick Purchase, just click on the "Quick Purchase" button that appears on the Shopping Basket page. Next you will see a screen with the delivery, invoicing and payment information for the purchase. The information on this screen cannot be changed. Therefore, if there are any errors, please do not complete the purchase process. To shop using other information, please do not use the Quick Purchase service.

You can change your Favourite Card associated with Quick Purchase in the My Account section of this website.

15. Value Added Tax (VAT) In accordance with the provisions of the applicable tax legislation, delivery of the items shall be understood to be made within the territory where Value Added Tax (VAT) is applicable and, therefore, any order shall be subject to Value Added Tax (VAT).

Any future tax that may be established by the competent authorities, which is levied on the sale, purchase, consumption and distribution of goods of the same nature as those distributed by ZARA, will also be levied on the transaction.

15. RETURNS POLICY

15.1 Right to cancellation

We grant you a period of 30 days from the date on which the Dispatch Confirmation is issued to return any products (except those mentioned in Clause 15.2 below, regarding those excluded from the right to cancellation).

In the event that you return the products within the aforementioned withdrawal period, you will be reimbursed the price paid for such products without undue delay and, in any event, no later than 14 calendar days from the date on which we are informed of your decision to cancel this contract. Notwithstanding the above, we may hold the refund until we have received the goods, or until you have presented proof of their return, whichever is the earliest.

To exercise your right to cancellation, you must notify ZARA via the chat available on the website, or our official social media accounts, of your decision to cancel the contract by means of a clear written statement (e.g. a letter sent by post or email). You may use the attached example cancellation form that is included as an Appendix to these Terms and Conditions; however, this is not obligatory.

You must return or deliver the products directly to us at any of the ZARA stores in Aruba, or request the return through one of the drop points set up in Aruba, without undue delay and in any event before expiry of the 30 day period.

Unless the goods are returned to a ZARA store in Aruba or via any of the delivery points set up in Aruba, you must bear the cost of returning the goods.

You will only be liable for a reduction in value of the goods resulting from you having handled them in a way that goes beyond what would be needed to establish their nature, characteristics and functionality.

15.2 Common provisions

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

- Customised items.
- Music CDs/DVDs without their original packaging.
- Goods pre-sealed for health or hygiene reasons that have been opened after delivery.

Your right to cancel the contract only applies to those products returned in the same conditions in which they were received. No refund will be made if the product has been used beyond merely opening it, if products are not in the same condition in which they were delivered or if they have suffered any damage;

please be careful with the product/s while in your possession. Please return the item using or including all its original packaging, instructions and other accompanying documents.

Returns can be made at any ZARA store in Aruba or through one of the drop points in Aruba.

Returns to ZARA stores:

You may return products to any of our ZARA stores in Aruba that contain the same range of goods that you wish to return. In this case, you can go to any of these stores and bring the item and the e-receipt that you will have received along with the Dispatch Confirmation, which is also available in your account on the website and the Zara mobile application. You can show the electronic receipt digitally on the screen of your mobile device or by printing it and bringing it to the store.

Returns using the drop points set up in Aruba:

You may return products to one of the authorised drop points in Aruba. In order to do so, you must request a return on the website, in 'Drop Point' under 'Orders and Returns' in the 'My Account' section, and we will subsequently send you an email with a return label that you can stick to the return package, so that you can leave it at your chosen authorised drop point. You must leave the item in the same packaging in which you received it.

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

If you prefer not to return the products using one of the available free options, you will have to pay the costs for the return. Please remember that if you decide to return the items as freight collect, we will be authorised to charge you for any costs this may entail.

After examining the item, we will inform you whether you are entitled to a refund for the amount paid. 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. However, we may withhold the refund until we have received the returned goods or you have presented proof of having returned the goods, depending on which condition is met first. The refund will always be paid using the same payment method used to pay for your purchase, except when the return is made using a gift receipt. In this last case, the refund will be made using a ZARA card or e-voucher issued by Arazaa Fashion NV. You shall bear the costs and risks when returning the products, as was previously noted. If you have any queries, please contact us via the chat available on the website or our official social media accounts.

15.3 Return of faulty products

If you consider that, at the time of delivery, the product was not as specified in the contract, you must contact us immediately using our contact channels, providing the product information and describing the damage via the chat accessible on the website or via our official social media accounts where we will tell you how to proceed.

You can return the product at any of our ZARA stores in Aruba or via one of the drop points in Aruba.

We shall examine the returned product carefully and inform you by email within a reasonable time limit

as to whether you are entitled to a refund or replacement of the item (where appropriate). The refund will be processed or the item will be replaced as soon as possible and, in all cases, within 14 days following the date on which we send you the email confirming that the faulty item can be refunded or replaced.

The amounts paid for items returned due to a faulty or defective nature will be reimbursed in full when the items are determined to be truly defective, including shipping fees incurred for delivering the item and the costs that you have incurred to return it to us. The refund shall always be made via the same payment method you used to complete the purchase, except when a gift receipt is presented for the return. In this last case, the refund will be made using a ZARA card or e-voucher issued by Arazaua Fashion NV.

Your legal rights will not be affected in any case.

16. GUARANTEES

If you are entering into a contract as a consumer or user, we offer guarantees on products sold on this website according to the terms established by law for each type of product.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect from the same type of product. In this regard, if any of the products do not conform to the contract, you should bring this to our attention by following the process explained in the above Section 15.3 and via any of the means of communication established for that purpose.

The products we sell, especially handmade products, may sometimes feature characteristics typical of the natural materials used for their manufacturing. These characteristics, such as variations in grain, texture, knots or colour, will not be considered defects or flaws. On the contrary, they should be regarded as necessary and desirable. We only select products of the highest quality, but natural variations are unavoidable and should be accepted as part of the individual appearance of the product.

17. LIABILITY AND EXEMPTION FROM LIABILITY

Unless expressly indicated otherwise in these Terms and Conditions, our liability in relation to any product acquired on our website is strictly limited to the purchase price of this product.

However, unless there is a legal ruling to the contrary, we will 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 loss of contracts;
- (iv) loss of anticipated 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 occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained from this website, unless it is otherwise expressly established here.

18. INDUSTRIAL AND INTELLECTUAL PROPERTY

You recognise and agree that all copyrights, registered trademarks and other industrial and intellectual property rights over the material or content provided as part of this website belong to us or to the owners who have granted us a licence for its use. You may only use this material as expressly authorised by us or whoever has granted us a licence for its use. This will not prevent you from using this website as needed to copy information regarding your order or contact information.

19. VIRUSES, PIRACY AND OTHER CYBERATTACKS

You may not make undue use of this website by intentionally introducing viruses, trojans, worms, logic bombs, or any other technologically damaging or harmful program or material. You may not try to gain unauthorised access to this website, the server on which this website is hosted, or any server, computer, or database related to our website. You undertake to not attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Breaching this Clause may lead to offences as described in applicable legislation. We will inform the competent authorities of any breach of this regulation and will cooperate with them to discover the attacker's identity. Additionally, anyone in breach of this clause will immediately no longer be authorised to use this website.

We shall not be held liable for any damage or harm resulting from a denial-of-service attack, virus or any other technologically damaging or harmful software or 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.

20. LINKS FROM OUR WEBSITE

In the event that our website contains links to other websites and third-party material, these links are facilitated for solely informative purposes, and we do not have any control over the content of these websites or materials. Therefore, we will accept no liability for any loss or damages arising from their use.

21. WRITTEN COMMUNICATION

Applicable regulations require that we send some information or communications to you in writing. By using this website, you accept that most of our communications with you will be electronic. We will contact you by email or provide information by publishing announcements on this website. For contractual purposes, you consent to using this electronic means of communication and you recognise that all contracts, notices, information, and other communications we send to you electronically comply with the legal requirement that they are in writing. This does not affect your legal rights.

22. NOTIFICATIONS

You must send any notices via the chat available on the website or our official social media accounts. In accordance with the above Clause 22 and unless otherwise stipulated, we may send you communications

either to your email address or to the postal address provided when you place an order.

The notifications will be understood to have been received and to have been issued correctly as soon as they are published on our website, 24 hours after sending you an email or three days after the postmarked date of any letter. Proof that the notification has been sent shall only require, 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 post box, and in the case of an e-mail, that the notification was sent to the e-mail address specified by the recipient.

23. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The contract is binding both for you and for us, as well as for our respective successors and assignees. You may not transmit, cede, pledge or in any other way transfer a contract or any of the rights or obligations arising from it without previously obtaining our written consent.

We may transmit, cede, pledge, subcontract or in any other way transfer a contract or any of the rights or obligations arising from it at any time during the lifetime of the contract. To avoid any ambiguity, such transmissions, cessions, pledges or other transfers will not affect any of your legally recognised rights as a consumer, nor will they cancel, reduce or limit in any other way any explicit or tacit guarantees we may have given you.

24. EVENTS BEYOND OUR CONTROL

We will accept no liability for any failure to comply or delay in complying with any contractual obligations if this should be due to events beyond our reasonable control ("Force Majeure").

Force Majeure includes any action, event, failure to act, omission or accident that is beyond our reasonable control, including but not limited to:

- a. Strikes, lock-outs or other industrial action.
- b. Civil unrest, uprising, invasion, terrorist threat or attack, war (declared or undeclared) or the threat of or preparations for war.
- c. Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.
- d. Impossibility of use of trains, boats, planes, motor vehicles or other means of transport, whether public or private.
- e. Impossibility of use of public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations or restrictions by any government or public authority.

Our obligations will be understood to be suspended while the Force Majeure Event is happening, and we will be allowed to extend the time in which our obligations must be fulfilled by a period as long as the duration of the Force Majeure Event. We will use all reasonable means to bring the Force Majeure Event to an end or find a solution that will enable us to fulfil our obligations despite the Force Majeure Event.

25. WAIVER

If we do not require you to comply strictly with your obligations arising from a contract or from these Terms and Conditions, or if we do not exercise the rights or take the actions to which we are entitled by virtue of such a contract or these Terms and Conditions, this will not mean that we waive or limit such rights or actions, nor does it exempt you from complying with such obligations.

If we waive a specific right or action, this will not imply that we waive any other rights or actions arising from a contract or these Terms and Conditions. No waiver by us of any of these Terms and Conditions or to the rights or actions derived from a contract will take effect unless expressly stipulated that it is a waiver of rights and it is formalised and communicated to you in writing pursuant to the provisions of the Notices section above.

26. PARTIAL ANNULMENT

If one of these Terms and Conditions or any of the contract provisions is declared null and void by a final and unappealable decision made by a competent authority, the remaining Terms and Conditions shall remain in force, and unaffected by this declaration of invalidity.

27. COMPLETE AGREEMENT

These Terms and Conditions and any document expressly referenced herein 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.

We both recognise that we have entered into a contract without relying on any statement or promise made by the other party or which could be inferred from any statement or written text in the negotiations between both parties before the contract, except for that explicitly mentioned in these Terms and Conditions.

Neither party will be entitled to any action regarding any untrue verbal or written statement by the other party before the date of a contract (unless the untrue statement was made fraudulently) and the only action to which the other party will be entitled will be for a breach of the contract, as established in these Terms and Conditions.

28. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions. We will keep you informed of any substantial changes made thereto. These introduced changes will not be retroactive and, barring possible exceptions depending on the specific case, they will take effect 30 days after they are published in the corresponding notice.

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

29. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and contracts for purchasing products through said website shall be governed by Aruban legislation.

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 Aruban courts.

If you are entering into the contract as a consumer, this clause shall not affect the rights applicable to you under current legislation.

30. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

We welcome your comments and suggestions. Please send any comments and suggestions, as well as any queries, complaints, or claims, via our contact channels.

Complaints and claims made to our customer services will be dealt with in the shortest possible period of time and, in any event, within the period established by law. Additionally, they will be registered using an ID code that we will make available to you, so that you can track them.

Cancellation form template

(Only fill in and send this form if you wish to cancel the contract)

To Arazaua Fashion NV acting under the ZARA brand name, with its registered address at Havenstraat 4, Aruba.

I hereby inform you that I cancel my sales contract for the following item:

Ordered/received (*):

Customer name: Customer

address:

Customer signature (only if this form is in paper format) Date:

(*) Cross out any that do not apply