

## **LEGAL NOTICE. USE OF ARTIFICIAL INTELLIGENCE AT ZARA.COM**

This website uses artificial intelligence ("AI") based technologies in some of its features with the aim of improving the experience of users. Users should read this information carefully before using these features and, if they do not agree with any of the terms set out herein, they should refrain from using them. By using the AI features available on this website, users acknowledge that they have read, understood and accepted this legal notice.

### **1. ASSISTANT:**

This feature uses AI to assist users in browsing the website, for example, by interpreting your queries and displaying relevant results in the search for products within the website, possible combinations, complements, etc. It can also assist users in the process of purchasing products, including those selected by the user in the shopping basket. Different media can also be used for this interaction, such as text, voice, image or other audiovisual formats.

The Assistant can also answer some order-related queries made by users and resolve doubts about the website terms of use or purchase. However, please note that the only valid and binding content regarding the website terms of use and purchase will be as found in the [Zara.com Terms and Conditions of Use and Purchase document](#), and in this legal notice. In this regard, under no circumstances will any response from the Assistant be binding.

Users will be redirected to one of our agents to solve some more complex or specific issues that the Assistant is unable to solve. Additionally, you always have the option of requesting the attention of one of our agents.

Any information, recommendations or advice provided to users through the Assistant is not of a professional or legal nature and may not be adapted to the needs of each user, so use it with discretion and at your own risk. Users should carefully read each product sheet and check that the products added to the basket meet their needs and are the correct ones according to their choice before continuing with the purchase process.

By using the Assistant, users agree that we are not responsible for any loss or damage arising from its use or the decisions taken by users based on the information or recommendations provided by our Assistant. We do not guarantee that product recommendations are suitable for a particular use or specific circumstances. We do not guarantee that the Assistant will be free of errors, interruptions or technical failures.

### **2. TRY ON:**

This feature allows the user to generate an illustrative visualisation of what a given product might look like by superimposing the product on a personalised avatar. The avatar will be generated by AI based on a number of images previously provided by the user of his or her own face and body in the format requested at any given time. The image of the user's face and body may be slightly modified by the AI tool to generate the avatar, such as the lighting, hair styling and posture. If the user does not provide the photographs according to the instructions provided at any given time, it may not be possible to generate an avatar. The generated avatar cannot be modified and will be the one used by this feature to generate new images.

Intended as a visualisation tool for guidance only, it is not a virtual fitting room nor a reliable representation of proportions, colour, size nor fit of the product on the user's actual body.

The resulting image is an artificially generated composition using an AI model, based on the facial and body image provided by the user. Realistic as it may seem, it should not be interpreted as an authentic representation of the user wearing the garment, but rather as an automated simulation with no guarantee of aesthetic or functional fidelity, so the user must not make decisions based solely on the image generated with the avatar.

We are not responsible for discrepancies between the visualisation and the actual product experience. We recommend that you consult the size guides and the product data sheet before making the purchase.

In accordance with the foregoing, the user acknowledges, represents and guarantees that they are the legitimate owner of all rights, including, but not limited to, image and intellectual property rights, to the image they send us for the provision of the services offered through this feature, or, alternatively, that they have the necessary authorisations, licences or consents to send it to us, and allow us to use it in accordance with this document. In this way, the user expressly acknowledges, declares, and guarantees that the image submitted does not violate the law, morality or public order and that, under no circumstances, it infringes the rights of third parties, including but not limited to copyright, image rights, trademark or any other rights protected by applicable law. Users are therefore solely responsible for the content they publish or upload in this feature, as well as for how they use the results it generates.

Furthermore, the user grants us a free, non-exclusive licence to use the image submitted to perform the actions necessary to provide the services offered through this feature. By way of example, the licence granted will allow us to reproduce, modify or transform the image to create the resulting image incorporating the selected product.

The user acknowledges and accepts that the resulting image is a creation created using AI and that we only grant them a licence to use it for the purpose of virtually trying the product- Thus, the licence granted only allows private, personal use to evaluate the product and, under no circumstances, commercial use. Consequently, the user acknowledges that under no circumstances may they distribute, reproduce, publicly communicate, sub-licence, sell or commercially exploit the resulting image in any way or medium.

Accordingly, the user acknowledges that they are solely and exclusively responsible for how they use the resulting image, and that they will fully exempt us from any claim, damage or loss arising from a breach of these guarantees as well as of any use they make of the resulting image, and, in particular, if our use of the submitted image or the user's use of the resulting image infringes any third party rights, applicable law, morality or public order.

These AI-based features are voluntary, free to use and designed to assist and improve your experience, but they are not a substitute for human judgement. While we make every effort to ensure that the information provided is useful and accurate, we cannot guarantee that the answers will always be complete, valid, accurate or up to date.

**Content moderation.** Users must not use AI features for purposes that are illegal, harmful, abusive, inappropriate or infringe the rights of third parties. We use automated systems and human review to detect and manage content that violates our terms and conditions, including our Terms and Conditions of Use and Purchase. If an infringement is identified, we may remove or restrict content, limit access to certain features, or suspend or terminate the relevant account.

We reserve the right to modify this legal notice at any time. Users should be aware of these modifications to ensure compliance with the new requirements. Modifications will take effect upon posting on the website. Users are advised to periodically review this notice to stay informed of any updates.

If users have any questions or concerns about the use of artificial intelligence on our website, they can contact us through our usual Customer Service channels.

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