

## **GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE**

### **1. INTRODUCTION**

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

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Privacy, Cookies and Data Protection Policy") carefully before using this website. When using this website or placing an order on it, you are bound by these Conditions and our Data Protection Policies. If you don't agree with the Conditions and with the Data Protection Policies, do not use this website.

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

If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the contact form.

The Contract (as defined below) may be executed, at your choice, in any of the languages in which the Conditions are available on this website.

### **2. OUR DETAILS**

Sale of goods through this website is carried out under the name ZARA by Inditex Brasil Ltda, a Brazilian company with registered address at Avenida Odila Chaves Rodrigues nº 1277 - GALPÕES G13 E G14 – "Operação Zara", Parque Industrial RM, Município de Jundiaí, Estado de São Paulo, CEP: 13.213-087, with telephone number 0800 0047 4338, registered in the Mercantile Registry of Junta Comercial of São Paulo, with Tax Number/CNPJ 02.952.485/0063-41, the sale of products of the brand ZARA HOME will be carried out by ZARA HOME by Zara Home Brasil Produtos para o Lar Ltda, a Brazilian company with registered address at Marginal Ribeirão dos Cristais, nº 200, Galpão 1 e 2 – Sala Zara Home, Jordanésia, Cajamar/SP, CEP 07775-240, with e-mail address info.br@zarahome.com, with telephone number (11) 0800 0047 4338, registered in the Mercantile Registry of Junta Comercial of São Paulo, with Tax Number/CNPJ 13.144.185/0019-89.

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

**THE INFORMATION OR PERSONAL DETAILS THAT YOU PROVIDE US SHALL BE PROCESSED IN ACCORDANCE WITH THE DATA PROTECTION POLICIES. WHEN YOU USE THIS WEBSITE, YOU AGREE TO THE PROCESSING OF THE INFORMATION AND DETAILS AND YOU STATE THAT ALL INFORMATION AND DETAILS PROVIDED ARE TRUE AND CORRESPOND TO REALITY.**

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

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

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

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into binding contracts.

#### **5. SERVICE AVAILABILITY**

Delivery service for the articles offered on this website is available in Brazil only.

#### **6. FORMALISING THE CONTRACT**

To place an order, you must follow the online purchasing procedure and click on "Authorise payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Shipping Confirmation"). These Conditions and the Contract constitute a written agreement between us.

#### **7. TECHNICAL MEANS TO CORRECT ERRORS**

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the customer service via the telephone number 0800 0047 4338, as well as exercising the right of rectification contemplated in our Privacy Policy. This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, this website offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service, telephone or email address above to correct the error.

#### **8. AVAILABILITY OF PRODUCTS**

All product orders are subject to availability. However, because of an error, it is possible that there are some difficulties regarding the supply of the products you order or there are no more items left in stock. You will be informed if this happened with one of your orders and if you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

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

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

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

If your Order have been confirmed and we remove any of the products chosen and/or remove or modify any material or content of the products we will send you an e-mail alert, with information. However, if you do not wish to order substitute products or wait for the availability of the product you choose, we will reimburse any amount that you may have paid.

## **10. DELIVERY**

Notwithstanding Clause 8 above regarding product availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method. In case of fortuitous event or force majeure, occasion that will not be possible to deliver the product in the estimated timeframe indicated, we will employ our best efforts to deliver the product as soon as possible.

Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances or the delivery zone.

As for the virtual gift card, we will deliver it on the date indicated by you when placing the order.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation. Keep in mind in any case that we do not make home deliveries on Saturdays, Sundays or bank holidays, except in the case of the virtual gift card which will be delivered on the date specified by you.

For the purpose of these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party, as a concierge or receptionist of your residential or building condominium, indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you.

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

### **10.1. DELIVERY OF IMPORTED PRODUCTS**

Imported products will be highlighted on our website. **The estimated time for delivery of these will be different and will appear in the description of the order placed.**

In the event of customs issues beyond our control, in which case it will not be possible to deliver the product within the estimated time indicated, we will use our best efforts to deliver the product as quickly as possible and indicate the new estimated time or delivery date. However, delays may occur for reasons such as the occurrence of unforeseen circumstances as it is an imported product that depends on approval by bodies. If this occurs, we will keep you informed through the email address provided at the time of purchase.

### **10.2. NON (DIS)ASSEMBLY OF PRODUCTS**

**The assembly service will only be available for highlighted products.** When contracting this service, it will be carried out on the same date of delivery.

The cost for the product assembly service will be informed at the time of contracting.

Zara Home will be responsible in the event of vice and defect resulting from incorrect assembly within the periods provided for in the applicable legislation.

If you do not contract the assembly services for the applicable products, Zara Home is not responsible for the service performed by third parties and resulting damages.

**Other products will be delivered disassembled and Zara Home does not carry out and is not responsible for the assembly/disassembly of the products.** For these products, be sure to observe the instructions indicated in the manual that will help you with assembly and disassembly.

Breakdowns and damage during assembly/disassembly are your responsibility, and Zara Home is exempt from any damage resulting from this, except in the event that any item is missing, in which case you must contact our customer service and Report missing items.

You declare and agree that Zara Home does not assemble/disassemble the products and has nothing to demand in this regard. If you still disagree when receiving the product, you may exercise the right of repentance provided for in clause 16.1 of this Term.

## **11. INABILITY TO DELIVER**

We will try to deliver your order and if it is impossible for us, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse.

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

If your order has not been delivered on grounds not attributable to us, we will contact you and, if thirty (30) days later of the date when the item was made available to you, it would remain uncollected, or you would refuse to collect it or receive it, it will be deemed to have been abandoned. For further information, please contact us via our Customer Service.

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

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

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

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 10 above.

You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery (as defined in Clause 10 above), if that were to take place at a later time.

## **13. PRICE AND PAYMENT**

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

The prices of the products on the website include VAT, but exclude delivery charges, which are added to the total price when you indicate the address of delivery and choose delivery method as indicated in our Shopping Guide (see the section on Delivery Charges).

Prices may change at any time. However, except as stipulated above (obvious error), the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the following cards, in the credit card function (since it will not be available the debit function): Visa, Mastercard, American Express and Elo. Also, you can pay all or part of the price of your purchase using Apple Pay and PayPal, PIX, a gift card or the voucher Card (vale troca) of Zara issued by Inditex Brasil Ltda. Gift cards shall not be paid by means of another gift card.

To minimise the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal or other similar, the charge will be made when we confirm your order. When you click "Authorize payment", you are confirming that the credit card is yours or you are the rightful holder of the credit card or the voucher Card (vale troca).

If the payment method is Pix, you must scan the QR code or copy the code provided to make the payment. Once the payment has been made, you will need to finalize the order for it to be confirmed.

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

Considering that may exist products offered at Zara.com that won't be offered at the physical Stores, there may be a price difference between the products offered on the website and the products offered at the Store. In addition, it is also certain that the prices related to the any promotions or sales offer at the website will be exclusives and only will be applied for the online purchases, and will not bind any Store.

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

This website also allows for shopping through the guest shopping functionality. For this type of purchase, you will only be asked for the information required to process your order. These include your email, name and surname(s), address and telephone number.

To complete a purchase, you must accept both these Terms and Conditions and our Privacy and Cookies Policy, otherwise we will not be able to proceed and complete the purchase process.

Once you have completed the purchase process, you will be given the option of registering as a user or continuing as an unregistered user.

When you purchase as a guest, once the purchase process is complete you will receive the relevant electronic tax document at the email address indicated. You will also be able to access and check the electronic document at our website by going to the "Purchase as a guest" section where you must enter the email and telephone number used to make the purchase.

Then you will receive an SMS with an access code that you must enter into the website. This will redirect you to a section where you can manage your orders and access, and download your electronic tax documents and e-tickets related to the purchase.

## **15. EXPRESS CHECKOUT**

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the "Shopping Bag" section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card details" option. This will result in the following card details being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable of Privacy, Cookies and Data Protection Policy.

By agreeing to use Express Checkout, you authorize that purchases paid through the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so you must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Bag. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information, do not complete the purchase. To make purchases using different details please, do not use the Express Checkout service.

You may change your Favorite Card linked to Express Checkout in the My Account section of this webpage. The provisions of this clause shall not apply if you buy goods as a guest.

## **16. EXCHANGE/RETURN POLICY**

### **16.1 Statutory right of regret**

#### Right of regret

If you are contracting as a consumer, you have the right to regret from the Contract, within 7 (seven) days, without giving any reason.

The regret period will expire after 7 (seven) days from the day on which the products are delivered to you, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 7 (seven) days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the last good ordered in one order.

To exercise the right of regret, you may notify us, by our chat or a call to the number 0800 047 4338.

To meet the regret deadline, it is sufficient for you to send your communication concerning your exercise of the right of regret before the period has expired.

### Effects of regret

If you decide to exercise your right of regret of this Contract, we will return to you all payments received from you, including delivery charges without any undue delay. We will carry out such reimbursement using the same means of payment as you used for the initial transaction or by a voucher Card (vale troca), as you decide. In any event, you will not incur any charges as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back or deliver the goods or hand them over to us at any ZARA store in Brazil without undue delay and in any event not later than 7 (seven) days from the day on which the products are delivered to you.

You shall not have the right of regret from the Contract case you order any of the products or situations mentioned in Clause 16.2 bellow.

For ZARA HOME products you will receive specific instructions regarding the return method to be followed.

### **16.2 Return and Voucher Card (Vale Troca) issue**

In addition to the legal hypotheses, provided in the Consumer Protection Code and stated in 16.1, we accept and authorize, by mere liberality and aimed at customer satisfaction, the return of our products and the issue of a Zara Voucher Card, provided the following requirements:

- i. The return of products after the right of regret deadline (7 days), will be made within a maximum of thirty (30) days from the date of the Shipping Confirmation, upon presentation of the (i) tax voucher (ii) electronic invoice (NFC-e) and / or SFE- SAT (Authenticator System and Electronic Tax Coupon Transmitter) and provided the piece has not been used;
- ii. We will only authorize the return of products with the internal tag;
- iii. We do not accept products without the presentation of the tax coupon;
- iv. The return of underwear and beachwear with or without hygienic adhesive will not be allowed.
- v. We do not accept earrings, socks and accessories without the original packaging and fragrances without the original sealed packaging;



- vi. We do not accept products that have been repaired at the customer's request;
- vii. After receiving the returned products, reimbursement will be made by issuing a Zara Voucher Card with the value of the products actually returned.

To request a return after the Statutory right of regret period, described in 16.1 and receive a Zara Voucher Card, you shall send back or deliver the goods or hand them over to us at any ZARA store in Brazil without undue delay and in any event not later than 30 days from the Shipment Confirmation Email. For ZARA HOME products you will receive specific instructions regarding the return method to be followed. You can make the request by contacting our chat or by telephone (0800 047 4338), informing your decision to return the product and to receive the Voucher Card in the corresponding amount

We reserve the right to refuse any return if any of the above requirements are not fulfilled, as well as if the use of the product is evident, either for its own purposes (customer use) or for advertising campaigns, productions and others.

The purpose of this Policy is customer satisfaction, therefore, the product that have been acquired for use in photographic, advertising, campaigns, etc. will not be accepted. For these situations, if this is the interest of the customer, the customer can talk to our Production Service, through our Communication Department, which meets the specific demands of part loans for fashion editorials in magazines.

The possibility of a return must not be confused with the right of regret and in case the customer choose to return the product, will be issued, after all of all the requirements mentioned above is validated, a Zara Voucher Card, valid for 6 months, with a balance corresponding to the value/price of the product returned.

There will not be the possibility of exchanging a product for another product. If the product is returned, only the Voucher Card will be issued.

This Policy is an additional benefit that does not affect the legal guarantees and other rights granted to consumers under Brazilian law.

### **16.3 Common provisions**

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

Customised items

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

Your right to cancel/regret from the Contract or return the products shall apply exclusively to the products that are returned in the same condition in which you received them and only for products purchase at [zara.com/br](http://zara.com/br) No reimbursement will be made if the product has been used once it has been opened, for products that are not in the same condition as when they were delivered or if they have been damaged,

so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the receipt that you received when the product was delivered. You will find a summary on exercising this cancellation right when you receive the order.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery charges will be reimbursed when the right of regret is exercised within the statutory period (7 days) and all relevant goods are returned. The refund will be paid without any undue delay.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

Please note that, following delivery of the order, if you exercise the legal right of withdrawal and you are the one who organises the transport of the returned goods, without that service having being offered by us, we cannot assume the risk on the return package when it refers to causes not attributable to Inditex.

Also, remember that you will be responsible for the contents of the return package when you use any of the return options offered by Inditex. In the event that there is an error in the content of the return package not attributable to Inditex, we will be entitled to pass on you the corresponding costs if it is possible to manage the return of the package to your attention.

In any case, nothing in this clause will affect your statutory rights.

If you have any questions, you can contact us on our contact form.

#### **16.4 Returns of defective products**

If you think that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately on chat, providing the product details and the damage sustained; you can also call us on 0800 0047 4338 (A toll free call depending on your mobile network).

We will indicate to you the method of return or you can also choose to return the product in one of the Zara stores in Brazil or, specifically for Zara Home products, only in authorized stores.

We will carefully examine the returned product and will notify you by email within a reasonable period if the product may be exchanged or whether you have a right for a refund (as appropriate). The refunding or replacement of the article shall take place without any undue delay.

If a defect or damage is confirmed on the returned products, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will always be paid using the same payment means you used to pay for your purchase.

All rights recognised in current legislation shall be, in any case, safeguarded.

## **17. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS**

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

We shall not accept any liability for the following losses, regardless of their origin:

i. loss of income or sales; ii. operating loss; iii. loss of profits or contracts; iv. loss of forecast savings; v. loss of data; and vi. loss of business or management time.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly on this website.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established. In this sense, if you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the Contract if they: (i) comply with the description given by us and possess the qualities that we have presented in this website; (ii) are fit for the purposes for which goods of this kind are normally used; (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be expected. To the extent permitted by law, we exclude all warranties, except those that may not be excluded legitimately.

## **18. INTELLECTUAL PROPERTY**

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

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

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorised access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this Clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this Clause, authorisation to use this website shall be suspended immediately. We shall not

be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

## **20. LINKS FROM OUR WEBSITE**

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

## **21. WRITTEN COMMUNICATION**

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

## **22. NOTIFICATIONS**

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in Clause 22 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

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

The Contract is binding for both Parties, as well as for our respective successors, transferees and heirs. You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as

a consumer recognised by law or cancel, reduce or limit in any way the express and tacit warranties that we may have given you.

## **24. EVENTS BEYOND OUR CONTROL**

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

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

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

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

## **25. WAIVING RIGHTS**

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

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

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

## **26. PARTIAL ANNULMENT**

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

## **27. ENTIRE CONTRACT**

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

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

Neither Party shall take any action regarding any untrue statement made by the other Party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of contract in accordance with the provisions of these Conditions.

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

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

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

## **29. APPLICABLE LEGISLATION AND JURISDICTION**

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

If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognised in any applicable legislation in this area.

## **30. COMMENTS AND SUGGESTIONS**

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

Moreover, there are official claim forms available to consumers and users. Those can be requested by calling 0800 0047 4338 (A toll free call depending on your mobile network) or through the contact form.

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