

## TERMS AND CONDITIONS

### DISCLAIMER AND PURCHASE CONDITIONS FOR THE ZARA WEBSITE

#### 1. INTRODUCTION.

Welcome to the ZARA.COM website and co-branded versions of the website located at URLs that resolve to the domain name ZARA.COM (the “Website” or “Site”). As you have no doubt experienced with virtually all websites, your use of this Site, as well as the use of any ZARA-branded mobile application on your smartphone or handheld device (“Mobile App”) is subject to certain terms and conditions of use (collectively the “Terms”) set forth below. These Terms are important for both you and us as they create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING AND/OR PLACING AN ORDER FROM THIS WEBSITE OR THE MOBILE APP. THEY MAY SEEM TECHNICAL AND LEGALISTIC, BUT THEY ARE IMPORTANT. BY USING THIS SITE, OUR MOBILE APP AND/OR PLACING AN ORDER FROM THIS SITE OR THE MOBILE APP, YOU ACCEPT THESE TERMS, THE ZARA GIFT CARD GENERAL TERMS AND CONDITIONS (“GIFT CARD TERMS”) AND OUR PRIVACY POLICY AND AGREE TO BE BOUND BY THESE TERMS, THE GIFT CARD TERMS AND OUR PRIVACY POLICY. THIS INCLUDES, WITHOUT LIMITATION, ACCEPTING THE TERMS RELATING TO DISCLAIMER OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND ONTARIO CHOICE OF LAW AS SET FORTH HEREIN. IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY, WHETHER IN WHOLE OR IN PART, PLEASE DO NOT USE THE SITE, THE MOBILE APP OR ANY OF THE SERVICES PROVIDED ON THE SITE, OR PLACE AN ORDER FROM THE SITE OR THE MOBILE APP.

These Terms constitute an agreement between you (hereinafter, “you” or “your”) and **ITX Canada Ltd.**, a corporation incorporated under the laws of New Brunswick, Canada with its head office at 1200 McGill College Avenue, Suite 1550, Montreal, Quebec, Canada, doing business as ZARA (hereinafter, “us,” “our,” “we,” or “ZARA”), in relation to your use of the Website or Mobile App, the goods and services offered and sold through the Website or the Mobile App, and any orders you place through the Website or Mobile App (collectively, the “Zara Services”). Before you place an order, please carefully read these Terms, the Gift Card Terms and our Privacy Policy.

If you have any questions about the Terms, the Gift Card Terms, or the Privacy Policy, you may contact us via the contact information provided on our “Contact Us” webpage on the Site.

#### 2. USE OF OUR WEBSITE

You agree that:

- You may only use the Website and/or Mobile App to make legitimate inquiries or orders;
- You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities;
- You also agree to provide correct and accurate email, postal and/or other contact details to us and you acknowledge that we may use these details to contact you in the event that

this should prove necessary (see our Privacy Policy for more information on how we use your personal information);

- If you do not give us all of the information that we need, we may not be able to complete your order;
- You will not attempt to interfere or will not interfere in any way with the Site's networks, the Mobile App's network, or related network security, or attempt to use the Site's service or Mobile App's service to gain unauthorized access to any other computer system;
- You will not use the Site or Mobile App to communicate, transmit, or post material that infringes on the intellectual property, privacy or publicity right of another person or entity;
- You will not use the Site or Mobile App to engage in conduct that would constitute a civil or criminal offense, or that otherwise violates any city, provincial, national or international law or regulation; and
- By placing an order through the Website or Mobile App, you represent and warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

We may impose rules for, and limits on, use of the Site or Mobile App, or restrict your access to the Site or Mobile App, in whole or in part. We have the right to change these rules and/or limitations at any time, in our sole and absolute discretion.

### **3. PLACING AN ORDER**

No contract ("Contract") in respect of the purchase of a product offered on the Site or Mobile App shall exist between you and us until your order has been accepted by us and we send you the Shipment Confirmation (defined below). If we do not accept your order and funds have already been deducted from your account, the funds will be fully refunded.

To place an order, you will be required to follow the shopping process online and press the "Finalize Order" button to submit the order. After this, you will receive an email from us acknowledging that we have received your order (the "Order Confirmation"). Your order constitutes your offer to us to buy one or more products from us for personal use and not for resale purposes. Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the product has been dispatched or, if you selected the Pick-up In Store option (where available), by sending you an email and/or text message (if you so authorize at the time of purchase) that the product is available for in store pick-up at the store you designated during the checkout process (collectively the "Shipment Confirmation"). We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation.

You acknowledge and agree that we do not make any warranty or guarantee regarding when product(s) will be available for pick-up through the Pick-up In Store option.

For all purchases made through the Site or Mobile App, you acknowledge and agree that your purchase receipt will be provided electronically only; paper copies of receipts will not be provided.

#### **4. AVAILABILITY OF PRODUCTS**

All orders for products are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give you information about substitute products of an equal or higher quality and value which you can order. If you do not wish to order such substitute products, we will refund any monies that you might have paid in respect thereof.

#### **5. REFUSAL OF ORDER/MODIFICATIONS TO WEBSITE**

We reserve the right to withdraw any product from the Website or Mobile App at any time and/or remove or edit any materials or content on the Website or Mobile App at any time. While we will make reasonable efforts to process all orders, there may be exceptional circumstances that may require us to refuse to process an order after we have sent you an Order Confirmation; and we reserve the right to refuse to process an order at any time, at our sole discretion.

We will not be liable to you or any other third party by reason of our withdrawing any product from the Website or Mobile App, whether it has been sold or not, removing or editing any materials or content on the Website or Mobile App or for refusing to process or accept an order after we have sent you the Order Confirmation. In addition, we may also terminate, change, suspend or discontinue any aspect of the Site or Mobile App.

#### **6. DELIVERY**

Products offered through this Website and/or Mobile App are only available for delivery to addresses in Canada. At this time, we are unable to deliver to PO boxes as well as freight companies. Products shall be delivered by Purolator, Inc. or Canada Post. The identity of the shipper will be provided in the Shipment Confirmation.

Subject to the provisions of Section 5 above and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no estimated delivery date is specified, within fifteen (15) working days of the date of the Shipment Confirmation. Customized or special items may take longer.

If, for any reason whatsoever, we cannot meet the delivery date set forth in the Shipment Confirmation, you will be informed thereof and offered a choice of either continuing with the purchase by setting an extended delivery time or cancelling the order with a full refund of the price paid. Please note that we do not deliver on Saturdays and Sundays. How soon you receive the product(s) depends on the shipping method you have chosen.

We will consider delivery of a signature required delivery to have occurred upon signing for receipt of the products upon delivery. We will consider delivery of a parcel that does not require a signature for delivery to have occurred upon confirmation from the delivery service that the parcel has been left at the agreed delivery address or otherwise as set forth in Section 6 of these Terms.

If you choose the pickup in store option, you will be required to show government issued photo identification identifying you as the person to whom the product is to be tendered.

For our full policy with respect to deliveries, please consult the Delivery section of the Buying Guide.

Notwithstanding the above, virtual gift cards will be delivered on the date indicated by you on the virtual gift card order and we will consider them to have been delivered on the date of delivery of such virtual gift card to the email address indicated by you on the order form.

## **7. UNABLE TO DELIVER**

For signature required deliveries, we will make two (2) attempts to deliver your parcel before initiating a return. For the purposes these Terms, the "delivery" shall be deemed to have occurred or the goods shall be deemed to have been "delivered" upon receipt of the product(s) at the designated delivery address, upon signing for the product(s) (for signature required deliveries) at the designated delivery address, or upon in-store pickup, as applicable. However, e-/virtual gift cards shall be deemed to "have been delivered" in accordance with the Gift Card Terms pertaining to gift cards which may be found at: Gift Card Conditions and, in any case, on the date of delivery of such e/virtual gift card to the email address indicated by you on the order form. For all other packages, we will try to find a safe secure place to leave your parcel.

IF YOU CHOOSE THE PICK-UP IN STORE OPTION, YOU WILL BE REQUIRED TO SHOW AN OFFICIAL IDENTIFICATION. In order to pick up orders placed through the Pick-up In Store option, you (or a third party designated by you) must provide the order number found on the electronic purchase receipt, together with the purchaser's name and one form of official identification. You acknowledge and agree that the Pick-up In Store option is only available at participating locations, which locations are subject to change without notice. You further agree that the Website's or Mobile App's ordering functionality is intended for off-site use only and is not for use for placing an order from within a ZARA store.

If we are unable to deliver the goods, we will try to find a safe and secure place to leave your parcel. Please note that an order can be delivered to a neighbor, in case a delivery attempt is unsuccessful. Delivery to a neighbor is upon judgment of the driver. Signature required orders which cannot be delivered will be returned to the warehouse.

This clause does not apply to e/virtual gift cards, whose delivery shall be governed by the Gift Card Terms pertaining to gifts cards which may be found at: Gift Card Conditions and the gift

card conditions provided in Section 6 above.

## **8. RISK AND TITLE**

The product(s) will be at your risk from the time of delivery. Ownership of the product(s) will only pass to you when we receive full payment of all sums due in respect of the product(s), including delivery charges, or upon delivery (as defined in Section 5 above).

## **9. PRICE AND PAYMENT**

The price of the products shall be the one quoted from time to time on our Website or Mobile App, except where there is an error. While we take care to ensure that all prices and terms quoted on our Website or Mobile App are accurate, errors may occur. If we discover an error in the price of any product(s) you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling the order. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s) you will receive a full refund.

To the extent permitted by law, we are under no obligation to sell the product(s) to you at the incorrect (lower) price (even after we have sent you a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as such. All prices are exclusive of shipping charges and sales taxes (if applicable). The total cost of an order is the price of the product(s) ordered plus the delivery charge and sales taxes (if applicable). Prices are subject to change at any time. All prices are in Canadian Dollars (CAD).

Sales tax is charged (if applicable) according to the shipping address of your order or as provided in applicable law and regulations.

Once you have finished shopping on the Website, all the products you wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. To do this:

- Click the "Shopping bag" button at the top of the page.
- Click the "See Shopping Bag" button.
- Click the "Continue" button.
- Click the "Log In" button if you want to sign-in to your existing ZARA.com customer account or click the "Process to Checkout" button if you want to check out as a guest or create a ZARA.com customer account.
- Select your shipping method, and fill in or confirm your contact details and the delivery address details. Click the "Continue" button. If you choose the Pick-up In Store option, please select a pick-up store where you would like to pick up your order.
- Confirm the details and contents of your order, select the payment method, and fill in your payment and billing information.

- Check the box to accept these Terms and the Privacy Policy. Again, if you do not agree to these Terms and/or the Privacy Policy, do not place the order.
- Click the "Finalize Order" button.

Payment can be made by Visa, MasterCard, American Express, Discover, (either as credit or debit cards) and PayPal, in addition to by ZARA gift card or a ZARA credit note issued by ITX Canada Ltd. If payment is made by credit or debit card, upon receiving your order we will seek a pre-authorization on your card to ensure there are enough funds to complete the transaction. The amount of a purchase will not be charged to your card until your order has been shipped to the delivery address. However, if payment is made through PayPal, a ZARA gift card or a ZARA credit note, the amount of your purchase will be charged when we send you the Shipment Confirmation.

By clicking on the "Finalize Order" (or Authorize Payment) button, you are confirming that the credit card or debit card is yours or that you are the owner of the gift card or of the voucher card. Credit and debit cards are subject to validation checks and authorization by the credit or debit card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery.

*Ordering through electronic devices in-store, and making payment for those purchases:*

If you are placing your order through one of the electronic devices available at certain ZARA stores in Canada, you must follow the steps of the purchase process that appear on the device, accepting the Terms and Conditions contained therein, and completing or verifying the information requested in each step. Throughout the order process, before payment, you may modify the details of your order. You must choose your payment method, and whether or not you require a gift receipt before you finish placing your order. Please note that a binding order is placed at the time that you press the relevant "Finalize Order (or Authorize Payment) button on the device, and you are required to pay for your order once it has been placed.

Payment through electronic devices can be made by the credit cards accepted on the device. You may also be given the option to pay for your order at the till (cash register), and in such case, your payment may be made by any of the means of payment available in that store.

*Please note that returns and exchanges of product that is part of an in-store electronic devices orders is only available in-store at this time.*

We use CYBERTRUST to ensure payment is made safely. To reduce the possibility of unauthorized access, the details of your card will be encrypted.

## 10. REFUND/EXCHANGES/RETURNS POLICY

### *Returns and Exchanges General Policy:*

We will accept returns or exchanges of any product (except for the products listed below) which you are not completely happy with provided you return it to us within one (1) month of the date of the Shipment Confirmation, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation or Shipment Confirmation, and provided it is returned to us in the same condition as when you received it. You must include with any product return or exchange all original boxes, labels, product instructions, hang tags, tags, documents, receipts and wrappings. Any product which is returned to us damaged or which is not returned to us in the same condition as when you received it will not be accepted for return or exchange.

We are unable to accept returns or exchanges of:

- Customized items;
- Music CDs/DVDs whose original wrapping has been removed;
- Jewelry for use in body piercings;
- Swimwear if the hygiene seal has been removed;
- Underwear may not be exchanged or returned, except for baby sizes 0 to 36 months;
- Cosmetic products if they have been used or if the hygiene seal is broken, unless they are of unsatisfactory quality or unfit for purpose;
- Accessories must be returned in their full original packaging; or
- Fragrances must be returned in the original sealed package.

You may return a product for a refund in one of the following ways: (i) to any ZARA store in Canada that carries the line of the product you wish to return or (ii) to any Canada Post mailbox or post office. None of the above options will entail any additional cost to you. You will be responsible for the cost of returning a product to us where you are not able to do so via one of the two free options offered. Please note that if you return the goods to us at our expense other than as described above, we will be entitled to charge you for the direct cost we might incur as a result. Please see and follow the instructions at the "RETURNS" section of our Website in order to begin the return process.

You may return a product for an exchange (same product in a different color or size) at a ZARA store in Canada that carries the line of the product you wish to return, in person, within one (1) month of the issuance of the Shipment Confirmation provided the product is accompanied by the fully completed returns form received on delivery.

Please note that following delivery of the order, if you exercise your right to return or exchange a product and you do not do so using one of the two options offered in these Terms, we do not assume liability for the return package including returning to you any non-Zara return approved product, unless due to our own intentional or gross negligent acts.

Therefore, remember that you will always be responsible for the content of the return package. In the event that there is an error in the content of the return package that is not attributable to

ZARA, we will be entitled to pass on to you any associated corresponding costs. Due to the high volume of packages that we receive as aforementioned above we assume no liability for the return of any erroneous package and we may dispose of the same without any further liability.

*Returns of items ordered through electronic devices in-store, paid for at the till:*

Please note that for orders that are originally placed through an electronic device in a Zara store in Canada **and** that were paid for at the till (cash register) of that store, returns may only be done at any Zara store in Canada, and not via courier or mail.

*Returns of Defective Products:*

In circumstances where you consider that the product does not conform to your order, you should promptly contact us by telephone at 1-877 550- 1108 or via chat with details of the product and a description of the defect.

If you wish to return defective products, you may do so in the manner described above for Returns. Upon receipt of the returned product, we will fully examine it and notify you of your right to a replacement or refund (if any) via email and within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within one (1) month of the date we confirmed to you via email that you are entitled to a refund or replacement. If so, we will replace the product or refund the purchase price, shipping charges and applicable taxes using the method to make payment for the non-conforming product.

*Refund General Policy:*

Refunds will be credited to your original method of payment and, except as otherwise set forth herein, will be equal to the cost of the goods plus applicable taxes. Except as otherwise set forth herein, shipping and handling charges are not refunded.

*Gift Cards:*

Returns and refunds of gift cards are governed by the General Terms and Conditions of Use relating to gift cards which may be found under the Gift Card section on the Site. Gift cards do not have an expiration date or fees.

If you have any queries regarding the above, you can contact us through our web chat or by telephone at 1-877 550- 1108.

## **11. LIABILITY AND DISCLAIMERS**

We publish information on the Site and Mobile App as a convenience to you. While we attempt to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. We reserve the right to make corrections and changes to the Site or Mobile App at any time without notice. The products described in the Site or Mobile App may not be available in your region. We do not claim that the information in the Site or Mobile App is appropriate to your jurisdiction or that the products described in the Site or Mobile App will be available for purchase in all jurisdictions. We may also terminate, change, suspend or



discontinue any aspect of the Site including, but not limited to, hours of availability of the Site, and we will not be liable to you or to any third party for doing so.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SITE OR MOBILE APP, WHICH IS PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA THE SITE OR MOBILE APP INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, AND FUNCTIONS AND SERVICES PROVIDED ON THE SITE OR MOBILE APP, WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS OR USEFULNESS, OR CONTENT OR INFORMATION, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR MOBILE APP, OR THEIR FUNCTIONS OR CONTENT AND MATERIALS OR THE SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE OR MOBILE APP WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE OR MOBILE APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE OR MOBILE APP, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE OR MOBILE APP. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR MOBILE APP IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

We make no warranties of any kind regarding any non-ZARA sites or mobile apps to which you may be directed or hyperlinked from the Site or Mobile App. Hyperlinks are included solely for your convenience, and we make no representations or warranties with regard to the accuracy, availability, suitability or safety of information provided in such non-ZARA sites or mobile apps. We do not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on the Site or Mobile App.

IN NO EVENT SHALL ZARA, ITS AFFILIATES, ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR RESPECTIVE CONTENT OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, FAULT OR OTHERWISE) (COLLECTIVELY, "DAMAGES") ARISING FROM OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF THE SITE OR MOBILE APP AND THE CONTENT OR MATERIALS OR FUNCTIONALITY ON OR ACCESSED THROUGH THE SITE OR MOBILE APP INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, WHETHER TANGIBLE OR INTANGIBLE IN NATURE, EVEN IF ZARA

OR ITS AFFILIATE OR THEIR RESPECTIVE REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; AS A RESULT, THE LIMITATIONS OR EXCLUSIONS OF LIABILITY CONTAINED HEREIN MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

Due to the open nature of the Website and/or Mobile App, and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from the Website or Mobile App unless otherwise expressly set out on the Website or Mobile App.

## **12. INTELLECTUAL PROPERTY**

The Site and the Mobile App, including all of its information and contents such as text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, graphics, software and the HTML used to generate the pages (collectively, "Materials"), are the property of ZARA or that of our suppliers or licensors and is protected by patent, trademark and/or copyright under Canadian and/or foreign laws. Except as otherwise provided on the Site, the Mobile App or in these Terms or Gift Card Terms, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, delete, add to, license, post, transmit, or distribute any Materials from the Site or Mobile App, in whole or in part, for any public or commercial purpose without the specific prior written permission from ZARA. We grant you a personal, limited, non-exclusive, non-transferable license to access the Site and/or Mobile App and to use the information and services contained on the Site or Mobile App. We reserve the right, for any reason or for no reason, in our sole discretion and without notice to you, to revise the products and services described on the Site or Mobile App and to terminate, change, suspend or discontinue any aspect of the Site or Mobile App, including, but not limited to, the Materials on the Site or Mobile App as well as features and/or hours of availability of the Site or Mobile App, and we will not be liable to you or to any third party for doing so. Subject to Section 22, we may also impose rules for and limits on use of the Site or Mobile App or restrict your access to part, or all, of the Site or Mobile App without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

As between you and ZARA (or any other person or company whose marks appear on the Site and/or Mobile App), ZARA (or the respective person or company) is the owner and/or authorized user of any registered or unregistered trademark, trade name and/or service mark appearing on the Site or Mobile App, and is the copyright owner or licensee of the Materials on the Site or Mobile App, unless otherwise indicated. The ZARA logos, designs, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "ZARA Intellectual Property") are owned by ZARA and may be registered in Canada and internationally. You agree not to display or use the ZARA Intellectual

Property in any manner without ZARA's prior permission. Nothing on the Site or Mobile App should be construed to grant any license or right to use any ZARA Intellectual Property without the prior written consent of ZARA.

Except as otherwise provided herein, use of the Site or Mobile App does not grant you a license to any Materials or features you may access on the Site or Mobile App and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such Materials, features or materials, in whole or in part. Any commercial use of the Site or Mobile App is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the Materials or screens for any purpose except as otherwise provided by ZARA. If you make use of the Site or Mobile App, other than as provided herein, in doing so you may violate copyright and other laws of Canada, as well as applicable provincial laws, and you may be subject to liability for such unauthorized use. The information on the Site or Mobile App including, without limitation, all site design, text, graphics, interfaces, and the selection and arrangements is protected by law including, but not limited to, copyright law. This does not prevent you from using the Website or Mobile App to the extent necessary to make a copy of any order.

ZARA makes no claim that the Site or Mobile App may be lawfully viewed or that content may be downloaded outside of Canada. Access to the content may not be legal by certain persons or in certain countries. If you access the Site or Mobile App from outside Canada, you do so at your own risk and you are responsible for compliance with the laws of the jurisdiction.

### **13. COPYRIGHT AND/OR TRADEMARK INFRINGEMENT**

If you believe a work on the Site or Mobile App constitutes infringement of your copyright, trademark or other intellectual property rights please provide our Designated Agent with a written communication containing the following information:

- evidence of your authorization to act on behalf of the owner of the copyrighted work or trademark;
- a description of the copyrighted work or trademark that you claim has been infringed;
- description of where the alleged infringing material is located on the Site or Mobile App, including the permalink where the material is located;
- your address, telephone number and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or trademark owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or trademark owner or that you are authorized to act on the owner's behalf; and
- your physical or electronic signature.

ZARA's Designated Agent for notice of claims of copyright infringement and trademark infringement can be reached via webchat or at [Zara.caterms@inditex.com](mailto:Zara.caterms@inditex.com).

#### **14. INDEMNIFICATION**

You agree to defend, indemnify and save and hold ZARA, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your use of the Site or Mobile App, your violation of these Terms or the posting or transmission of any materials on or through the Site or Mobile App by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

#### **15. WRITTEN COMMUNICATIONS**

When using our Site or Mobile App, you accept that communication with us will be mainly electronic, including via text messages and that such communication will be binding on you and Zara. We will contact you by email, text messages or provide you with information by posting notices on our Site or Mobile App. For contractual purposes, you agree to these means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

#### **16. REGISTRATION, PASSWORDS, AND SECURITY**

To access some of our services you will have to complete an online registration form. You agree that all information which you submit ("Registration Information") is true and complete and that you will update your Registration Information to keep this information true and complete.

Upon registering, you will create a password. You are solely responsible for any use of, or action taken under, your password on the Site or Mobile App. Your password may be used only to review information regarding potential and completed transactions, purchase or cancel purchases of products, change your preferences, post content and otherwise access and use the Site or Mobile App and services on the Site or Mobile App in accordance with these Terms. You are solely responsible for maintaining the confidentiality and security of your password, and you hereby agree not to disclose your password to any third party (other than third parties authorized by you to use your account). You accept full responsibility for all transactions and other activities placed or conducted through your account and agree to and hereby release ZARA, its affiliates, their respective content and service providers and their respective directors, officers, employees and agents from any and all liability concerning such transactions or activity. You agree to notify ZARA immediately of any actual or suspected loss, theft or unauthorized use of your account or password. ZARA has no obligation to inquire as to the authority or propriety of any use of or action taken under your password and will not be responsible for any loss to you arising from any such use or action or from your failure to comply with the above. ZARA will take reasonable security precautions when using the Internet, telephone or other means to transport data or other communications, but expressly disclaims any and all liability for the accessing of any such data or communications by unauthorized persons or entities.

## 17. POSTED CONTENT AND SUBMISSIONS

As part of your use of the Site or Mobile App and services offered on the Site or Mobile App, you may upload, post, distribute or disseminate (collectively, “post”) content and material (including, but not limited to, photographs, images you have taken, captions and comments), or you may send or email us material (including but not limited to, photographs you have taken, articles you have written, captions and comments) which we, at our discretion, may allow you to post (collectively, the “Posted Content”) on the Site or Mobile App. You hereby grant ZARA a right and worldwide license to use the Posted Content on the Site or Mobile App and to promote and advertise the Site or Mobile App and ZARA in any way and you hereby waive any moral rights to such Posted Content to the fullest extent permitted by law.

You also warrant that if you are not the holder of any such rights, the holder of such rights has completely and effectively waived all such rights and validly and irrevocably granted you the right to grant the license stated above. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any Posted Content. You agree that you will not post any false or inaccurate material or delete or revise any material that was not posted by you. You are responsible for your own postings and are responsible for the consequences of your postings. You agree not to do any of the following:

- post any material that is copyrighted or trademarked unless you own the copyright or trademark or have the owner's permission (including requisite consents and releases) to post it;
- post any material that reveals a trade secret, unless you own the trade secret or have the owner's permission to post it;
- post any material that infringes on any intellectual property right of another or on the privacy or publicity rights of another;
- post any material that is unlawful, obscene, pornographic, sexual, indecent, defamatory, threatening, harassing, abusive or hateful to another user or to any other person or entity;
- post any chain letter or pyramid scheme; or
- post any material that contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

ZARA does not represent or guarantee the truthfulness, accuracy or reliability of any Posted Content or endorse any opinions expressed by a user. You acknowledge that any reliance on Posted Content by other users will be at your own risk. ZARA does not confirm that each user is who he or she claims to be. ZARA exercises great effort to protect Posted Content from being misused. However, if misuse has occurred, neither ZARA nor its affiliates, their respective content and service providers, or their respective directors, officers, employees and agents will be liable in any way for such misuse. Because ZARA does not control the behavior of users or participants on the Site or Mobile App, in the event that you have a dispute with one or more such users, you hereby release ZARA, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents from any actual and consequential, direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action or claims of every kind and nature, known or unknown, suspected or unsuspected,

disclosed or undisclosed, arising out of or in any way connected with such dispute. ZARA acts as a passive conduit for Posted Content and has no obligation to screen or monitor Posted Content. If ZARA becomes aware of any Posted Content that allegedly may not conform to these Terms, ZARA may investigate the allegation and determine in its sole and absolute discretion whether to take action in accordance with these Terms. ZARA has no liability or responsibility to users for performance or nonperformance of such activities. You may find some Posted Content to be offensive, indecent, harmful, inaccurate, objectionable, mislabeled or deceptively labeled. ZARA expects that you will use caution and common sense when using the Site, Mobile App or Services.

ZARA HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY POSTED CONTENT THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST ZARA FOR SUCH REMOVAL AND/OR DELETION.

ZARA IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THIS SITE OR MOBILE APP. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST ON THE SITE OR MOBILE APP.

We are pleased to hear from our visitors and welcome your comments. Because of the large number of ideas and works that ZARA has already developed, or that have been suggested to us by third parties, the possibility exists that any idea, suggestion or submission that you may make through the Site or Mobile App is similar to information, ideas or suggestions already known to us. By disclosing any information, idea, suggestion or other material through this Site or Mobile App, you agree that (a) no confidential relationship is established by virtue of such submission and that the material is not submitted in confidence and (b) no obligation of any kind is assumed by, nor may be implied against, ZARA by virtue of such submission. Moreover, no liability shall result from the use of such information, ideas or suggestions by ZARA.

## **18. NOTICES**

All notices given by you to us should be given to us preferably via our webchat. Subject to and as otherwise specific in Section 14, we may give notice to you at either the email or postal address you provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our Website or Mobile App, twenty-four (24) hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

## **19. BINDING NATURE; ASSIGNMENT**

These Terms, the Gift Card Terms and our Privacy Policy are binding on you and us and on our respective heirs, successors and assigns and, as indicated herein, are for the benefit of ZARA, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents. You may not transfer, assign, charge or otherwise dispose of your rights or obligations under these Terms, the Gift Card Terms or our Privacy Policy without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of our rights

and obligations under these Terms, the Gift Card Terms and our Privacy Policy, or any of our rights or obligations arising under them, at any time.

## **20. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under an order you have placed that is caused by events outside our control (a "Force Majeure Event"). A Force Majeure Event shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks;
- the acts, decrees, legislation, regulations or restrictions of any government; or
- any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any order you have placed is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## **21. WAIVER**

No failure of ZARA to enforce any of its rights or remedies under these Terms or the Gift Card Terms will act as a waiver of such rights and remedies. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms or Gift Card Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the provisions of the section on Notices (Section 18) above.

## **22. SEVERABILITY**

If any of these Terms or any provisions of an order are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **23. ENTIRE AGREEMENT**

These Terms and any document expressly referred to in them or contained on or published on our Site or Mobile App including, but not limited to, the Buying Guide, represent the entire agreement between you and us in relation to the subject matter of these Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in

writing. Both you and we acknowledge that, in entering into these Terms, neither you nor us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Terms, except as expressly stated in these Terms.

#### **24. OUR RIGHT TO MODIFY THESE TERMS**

We have the right to revise and amend these Terms at any time. You will be subject to the Terms and ZARA policies in force at the time that you order products from us or use the Site. Your use of the Site or Mobile App after we post changes to these Terms constitutes your agreement to those changes prospectively from the date of such changes. You will be subject to the Terms and ZARA policies in force at the time that you order products from us.

#### **25. LAW AND JURISDICTION**

Any disputes arising out of or relating to these Terms, the Gift Card Terms, the Privacy Policy, use of the Site or the Mobile App, the products sold on the Site or the Mobile App, and the services offered via the Site or the Mobile App shall be resolved in accordance with the laws of the Province of Ontario without regard to its conflict of law rules. Any disputes, actions or proceedings relating to these Terms or the Gift Card Terms or your access to or use of the Site or the Mobile App must be brought before the courts of the Province of Ontario in the City of Toronto, Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts. ZARA makes no claim that the Site may be lawfully viewed or that content may be lawfully downloaded.

Insofar as it is permitted under applicable law of the province of your residence, you agree that any claim or cause of action arising out of or related to use of the Site, the Mobile App, these Terms or the Gift Card Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### **26. ADDITIONAL TERMS FOR USERS OF THE MOBILE APP PLATFORM**

**Users of the Apple Mobile App Platform.** If you download and/or use our Site and/or apps using an iPhone or iPad: You, the end-user of Mobile App, acknowledge that these Terms are entered into by and between ZARA and you and not with Apple, Inc., and Apple, Inc. is not responsible for the Mobile App and/or its content. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of these Terms and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce these Terms. You acknowledge that Apple, Inc. has no obligation whatsoever to maintain or support the Mobile App. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). These Terms incorporate by reference the Licensed Platform End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of these Terms, the Mobile App is considered the "Licensed Platform" as defined in the LAEULA and ZARA is considered the "Platform Provider" as defined in the LAEULA. If any terms of these Terms conflict with the terms of the LAEULA, the terms of these Terms shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Mobile App (including, without limitation, a third party claim that the Mobile App infringes



that third party's intellectual property rights) or your use or possession of the Mobile App, including but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You acknowledge and agree that, to the maximum extent permitted by applicable law, Apple, Inc. will have no warranty obligation whatsoever with respect to the Mobile App.

**Mobile App Platform Updates.** We may make available for download certain Mobile App updates or upgrades to the Mobile App to update, enhance, or further develop the Mobile App ("Platform Updates"). The license granted herein allows you to download and use the Platform Updates to update the Mobile App on any device that you own or control. This Agreement does not allow you to update devices that you do not own or control, and you may not make the Platform Updates available over a network where it could be used by multiple devices or multiple computers at the same time. You may not make any copies of the Platform Updates, unless such copy is authorized in writing by us.

Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Mobile App, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App, Platform Updates, or any part thereof. Any attempt to do so is a violation of the rights of ZARA and its licensors of the Mobile App and Platform Updates. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder. The Mobile App and Platform Updates may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce.

We may, at our discretion, automatically upload Platform Updates to your device. You agree to accept these Platform Updates, and to pay for any costs associated with receiving them. The Mobile App and Platform Updates are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Mobile App and Platform Updates. These laws include restrictions on destinations, end users, and end use.

Uses of the Mobile App expressly consent to receive push notifications from and on behalf of ZARA.

## **ADDITIONAL TERMS FOR USERS OF THE MOBILE APP PLATFORM**

### **Additional Terms and Conditions of Use of Zara App Features**

These additional Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on ZARA App (as defined below). These Terms are in addition and without prejudice to the Purchase and Terms and Conditions of [www.zara.com](http://www.zara.com) which unless expressly set forth shall be applicable to these App Terms.

Features available on the App include: (i) the option to purchase goods via the ZARA App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of

www.zara.com; (ii) the option to manage receipts for purchases made on ZARA's website and Zara App (collectively the "Online Store") and, (iii) the option to receive an electronic receipt or electronic proof of purchase, by ZARA showing the designated exclusive QR at a Canadian Zara Store (Physical Stores). Both Physical Stores and Online Stores are operated in the US by ITX Canada Ltd.

## **General Description of the Service**

### **Purchase of goods on www.zara.com via ZARA's APP**

Customers can purchase goods on www.zara.com via ZARA's App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.zara.com, which you need to accept upon purchasing any items.

### **Management of receipts for purchases made on the Online Store**

The receipts for purchases made on the ZARA Online Store will be stored on the App, specifically in the 'My Purchases' section.

### **Obtaining an electronic receipt**

When paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable Terms and Conditions, according to the return policy of ZARA, and, in any event, in accordance with current applicable legislation.

In this instance, you will not be issued a paper receipt. Therefore, it is paramount that you understand that by using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the ZARA website.

In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail.

If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

### **Scan receipts**

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can use this electronic receipt to make returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, ZARA's return policy, and applicable law.

### **Availability of Services Offered Via the App**

In accordance with applicable laws, we reserve the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, be it generally or in particular for one or more users, any or all of ZARA'S App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

### **Liability**

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using ZARA's App in its different features. You agree to use ZARA's App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of ZARA's App.

You will be liable in the following cases:

- a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorized by you without our knowledge;
- b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

### **Intellectual Property, Industrial Property and other Rights Associated with the APP**

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having authorized their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:

The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.).

Protection or identification technical devices that the Property may contain (e.g. watermarks, fingerprints, etc.). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorizes users to access and use the Properties in accordance with these Terms.

Users are not authorized to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes. The Company reserves all rights over the Property that it owns including, but not limited to, all intellectual and industrial property rights that it holds over the Property. The Company does not grant users any licenses or authorizations to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licenses granted under these Terms. Notwithstanding the foregoing, the Company may take legal action against any other use by users which:

- does not comply with the terms and conditions herein;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.

## **27. MISCELLANEOUS**

You acknowledge and agree that your use of the Site and/or Mobile App may involve you providing an “electronic signature” indicating your desire to use the Site and/or Mobile App. Your “electronic signature” indicates your acceptance of these Terms, and your consent to receive communications about these Terms electronically. If you wish to receive communications in another manner, you may contact ZARA at “Contact US” [www.zara.com](http://www.zara.com) to change your communication preferences. You may not use or otherwise export or re-export the Mobile App except as authorized by Canadian law and the laws of the jurisdiction in which the Mobile App was obtained. In particular, but without limitation, the Mobile App may not be exported or re-exported (a) into any Canada embargoed countries, or that has been designated by the Canada Government as a “terrorist supporting country”. By using the Mobile App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Mobile App for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

## **28. FRENCH LANGUAGE CLAUSE**

The parties have expressly requested and required that these Terms and all other related documents be drawn up in the English language. In the event these Terms are available in a language other than English and the English version and such other version diverge, the English language version of these Terms shall prevail. Les parties conviennent et exigent expressément que ces modalités et tous les documents qui s'y rapportent soient rédigés en anglais.

## **29. QUESTIONS AND FEEDBACK**

We welcome your questions, comments and feedback. Please send all questions, comments and feedback to us via the contact information provided on our "Contact Us" webpage.

Last modified: August 1, 2021