

WWW.ZARA.COM TERMS AND CONDITIONS OF USE

1. INTRODUCTION

This document (together with all the documents herein mentioned in its various clauses) sets forth the terms and conditions that govern the use of this website (www.zara.com/cl) and the purchase of products from it (hereinafter the "Terms"), regardless of the type of application, digital media, medium, or device through which it may be accessed. We ask that you carefully read these Terms and our Privacy and Cookies Policy ("Privacy and Cookies Policy") prior to using this website. By using this website or placing an order through it, you consent to be bound by these Terms and our Privacy and Cookies Policy. As such, if you do not agree to all of these Terms and Privacy and Cookies Policy, you should not use this website.

If you have any questions related to the Terms or the Privacy and Cookies Policy, please contact us through our regular contact channels as set forth in the following clause.

The contract may be executed in any of the languages of your choice in which the Terms are available on this website.

2. OUR INFORMATION

The sale of items via this website is conducted by ZARA CHILE S.A., a corporation in the business of selling clothing garments, footwear, accessories and home goods, RUT N° 96.785.860-9, legally represented by Mr. Kurt Burgemeister Troncoso, with an address for this purpose at Cerro Colorado N° 5240, office 401, Las Condes, Santiago.

A chat service is enabled at all times on our website via which you may make all of your inquiries, requirements or claims in a more expedited way.

In addition to the foregoing, you may also communicate with us at the Customer Service number 800 004 323.

3. USE OF OUR WEBSITE (USER'S OBLIGATIONS)

By using this website and placing orders through it, you commit to:

- i. Use the website solely to make legally valid inquiries or orders.
- ii. Not place any false or fraudulent orders. If it may reasonably be considered that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
- iii. Supply your truthful and exact e-mail address, postal address and/or other contact information. Likewise, you acknowledge that we may use said information to contact you if necessary (see our Privacy and Cookies Policy).
If you do not provide us with all the information we need, we will not be able to complete your order.

Upon placing an order via our website, you claim to be over 18 years of age with legal capacity to enter into contracts.

4. SERVICE AVAILABILITY

The items that are offered via this website shall be solely available for shipment and delivery within Chile (continental territory), and to all of the country's regions.

Delivery to home of products purchased from this website will be done only from Monday through Friday, except for holidays, between the hours of 9:00 am and 8:00 pm.

5. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchase process which begins with selecting the products you would like to acquire, adding them to your "shopping cart," and finalizing by clicking on "Authorize payment," at which time you will be redirected to our payment provider, where you may pay for your order via whichever of the available means of payment, at which time the effectiveness of the payment method will be validated. Thereafter, once the validation is completed and the payment made, you will receive an email acknowledging receipt of your order (the "Order Confirmation").

Once the order is received, ZARA CHILE will then validate the information you provided, such as your identity as a buyer, your age and address, and then reconfirm the inventory of the items selected. Only after the aforementioned validation and inventory reconfirmation, having obtained positive results, shall we inform you via email that your purchase has been accepted (the "Order Confirmation").

Finally, when the product is being sent to the ZARA CHILE store that you may have selected for in-store pick up or to the delivery address in cases of home delivery, we will send you a new email ("Shipping Confirmation"), informing you of the delivery date.

Rarely, after the validation process, the order may be rejected when there may be inconsistencies with the information you provided as a purchaser. In said cases, we will send you an email informing you of the particular situation, and we will proceed with refunding the respective amounts that may have already been paid, all within the shortest amount of time possible, from the date the referenced email was sent.

6. AVAILABLE PAYMENT METHODS

For orders placed on this website, you may use banking debit and credit cards as methods of payment as long as they are associated with Visa, Mastercard, Diners Club or American Express, and are available for use by our payment provider, in agreement with that provided on this website under "Payment methods" in the "Payment" section.

Notwithstanding the forementioned, Voucher Cards may be activated as methods of payment, as regulated in clause 15 of these Conditions and Gift Cards as regulated in the website in the "Gift Card" section.

7. ERROR CORRECTION IN THE USER REGISTER AND IN THE PURCHASE PROCESS

In the event that you notice that an error has occurred when entering your personal information upon registering as a user on this website, you may modify your information at any time in the "My Account" section.

During the purchase process, you may correct errors related to the personal information you provided by contacting Customer Service via the chat service available on the website, as well as by exercising the right of rectification as set forth in our Privacy and Cookies Policy.

This website displays confirmation screens throughout various sections of the purchase process that do not allow you to continue with the order if the information in these sections has not been entered correctly. Likewise, this website provides the information for all the items that have been added to your shopping cart during the purchase process so that, prior to paying, you may modify any of the details of your order.

If you detect an error with your order after completing the payment process, you must immediately contact Customer Service to remedy the error as soon as possible through the chat service available on the website or the personal telephone number found in clause 2.

8. AVAILABILITY OF PRODUCTS

The availability of products published on the web site by ZARA CHILE is that existing at the time of viewing the respective product. Said availability may rarely change at the effective time of creation of a purchase order and as such, the inventory of one or more of the products selected may not be available any longer. Therefore, all orders are subject to a reconfirmation of inventory process that is conducted per the terms indicated in the above clause 5.

Rarely, in case of difficulties produced regarding the product inventory, we will proceed to refunding the respective amounts, when there may have been some charge made, according to that stipulated in the above individualized clause.

9. DELIVERY TO ZARA CHILE STORES

When the option of in-store pick up of items acquired on the website is selected, you may do this directly in the ZARA CHILE store selected to this end, within the location's business hours, only by presenting the electronic ticket or electronic receipt sent to you via email, either printed out or shown on an electronic device, within a period of 15 days from when the product is found as available for pick up, which shall be acknowledged in the email.

If one or all products have not been picked up within the given period, the purchase shall be canceled, and the corresponding refund of the entire price paid shall be completed. In this case, you must contact our Customer Service by any of the communication means available at the time to request the respective return and inform them of the means by which said return must be made.

10. DELIVERY TO HOME ADDRESS

When you select to have delivery to your home address, and with the exception of circumstances related to customized products, or if any exceptional or unforeseen circumstances arise, we will send you the order comprising the product(s) listed in each Shipment Confirmation within the period

indicated on the website according to the selected shipping method and, in any event, within a maximum of 30 days from the date of the Order Confirmation.

Notwithstanding the foregoing, if the order is for more than one item, they may be delivered on different days, which will be acknowledged prior to shipment specifically by sending an email to the address you provided at the time of purchase.

If for any reason we are unable to deliver by the delivery date, we will inform you of this situation and give you the option of continuing with the purchase with a new delivery date or, alternatively, canceling the order and refunding you the full amount paid. In any case, please remember that we do not offer home deliveries on Saturdays, Sundays or holidays.

You may revise the delivery to home status of your order at any time by going to "Purchases" under the "My Account" section.

You may also make any inquiry and/or claim related to the home delivery of your order by contacting Customer Service through one of the available means of communication found in clause 2 above.

For the purposes of these Terms, the "delivery" shall be deemed to have taken place, or the order to have been "delivered" at the time when you or a third party designated by you takes material possession of the products, which shall be proven by a signature of receipt of the order at the agreed upon delivery address.

11. FAILURE TO DELIVER

If it becomes impossible to perform the delivery of your order, for circumstances beyond the control of Zara Chile S.A., that is, for example, there is no one home or no one of legal age at the address given by you at the time of delivery, your order will be returned to our warehouse. In these cases, we will leave you a note explaining where your order is and what to do so the order may be shipped again. Regarding the foregoing, if you are not going to be at the delivery place at the agreed upon time, we request that you contact us before to agree on another day for delivery.

Should 15 days lapse from the time your order is available for delivery and the order has not been delivered on grounds not attributable to us, and then having received different notices from us about the availability or withdrawal or shipment of the order, we shall understand that you wish to cancel the contract and we shall consider it terminated, which will be communicated via a new email. As a consequence of contract termination, for the refund of payments received by ZARA CHILE, you must contact our Customer Service by any of the communication means available at the time to request the respective return and inform them of the means by which said return must be made.

Please keep in mind that delivery costs incurred in the termination may entail an additional expense, for which we shall be authorized to collect the corresponding amount.

12. TRANSMISSION OF RISK AND OWNERSHIP

You will be responsible for the risks of the products from the time of delivery.

You will acquire ownership of the products at the time of their delivery in the way accorded during the purchase process, per that found in the previous clauses 9, 10, and 11.

13. PRICE AND PAYMENT

The prices on the website include VAT, but exclude shipping costs, which are also subject to said tax, and shall be added to the total amount of the order once the shipping method is selected, as set out in the section "Price and Payment Methods" found on our website.

The prices are subject to change at any time, however (except as previously established) possible exchanges shall not affect orders with respect to those for which we may have already sent you an Order Confirmation.

Once you have selected all the items you wish to purchase, added them to your "shopping cart," the next step being transmitting the order and making the payment via our payment provider "PayU." To do this, you must follow the steps of the checkout process, filling in and checking the information requested in each step. Additionally, you may modify the details of your order during the purchase process prior to paying. A detailed description of the checkout process is available in the Shopping Guide. In addition, as a registered user, you may access a list of the orders you have placed in the My Account section.

By clicking on "Authorize Payment," you are confirming that the debit or credit card used for payment belongs to you.

To minimize the risk of unauthorized access, your debit or credit card information will be encrypted. Credit cards shall be subject to validation checks and authorization from your card issuing entity. If said entity does not authorize the payment, we will not be liable for any delay or non-delivery and we will not be able to enter into any contract with you.

14. VOUCHER CARD

If you decide to receive your refund on a voucher card, this will be sent to the email your registered with during the sales process. The voucher card is the property of Zara Chile S.A. and shall be issued to the bearer.

The balance of the voucher card is only redeemable for products for sale in Chile at www.zara.com/cl and on the related mobile application, and said exchange or sale shall be regulated by these Terms and Conditions.

The balance of the voucher card cannot be exchanged for cash money and will not accrue interest or adjustments, nor can it be transferred to another voucher card.

The voucher card can be used as many times as you like until the total amount for which it was issued has been spent.

The voucher card can be used together with any other payment method accepted for the purchase of products from www.zara.com/cl and the related mobile application, including jointly with other voucher cards.

The voucher card will automatically expire 3 years from its date of issue, with the understanding that you waive your right to its balance. Zara Chile S.A. assumes no liability for and will not replace the balance of the voucher card due to loss, theft, undue use, or damage to the card, as such the bearer of the card is exclusively responsible for it.

Zara Chile S.A. shall not be held responsible for failure of receipt or delay in the receipt of the email through which the voucher card is sent due to reasons beyond the control of ZARA CHILE, including, among others, (i) faults with or breakdown of the telecommunication systems, (ii) inaccuracy of the information provided by you for delivery of the voucher card, (iii) impossibility of delivering the voucher card to the email account provided, or (iv) the email sent by Zara Chile being considered spam or unwanted mail.

15. VALUE ADDED TAX (V.A.T.) AND DELIVERY OR AVAILABILITY OF THE ELECTRONIC TAX DOCUMENT

In accordance with current legislation, the sale of products via the website is subject to the existing Value Added Tax (VAT) at all times.

Likewise, in accordance with that set forth in the Resolutions Ex. N° 99 from September 2, 2019 and N° 74 from July 2, 2020, both issued by the SII, in the purchase processes of this website, Zara Chile S.A. shall make the corresponding electronic ticket or electronic receipt available to the registered customer under “My Account” in the “Purchases” section. Only in exceptional cases and at their request shall it be delivered in a printed format.

16. RETURN POLICY

16.1 Statutory Right to Cancel the Purchase

Right of Withdrawal

If you are contracting as a consumer and user, per that stipulated in article 3 bis of Law N° 19.496 of the Protection of the Consumers’ Rights, you have the right to withdraw from this contract within a period of 10 days from order delivery without the need for any justification.

The right of withdrawal period will expire 10 consecutive days from the day that you or a third party indicated by you, other than the carrier, acquired material possession of the goods or, if the goods comprising your order are delivered separately, 10 calendar days from the day that you or a third party indicated by you, other than the carrier, acquired material possession of the last of those items.

To exercise your right of withdrawal, you must notify us at ZARA CHILE, via the chat function available on the website, or the telephone number provided in clause 2, of your decision to withdraw from the contract by means of a clear statement to that effect (for example, a letter sent via the postal service or via email). You may use the cancellation form template that is included as an Appendix to these Terms, though its use is not mandatory. To comply with the period established to exercise the right of withdrawal, you need only ensure that the communication related to said exercise of this right be sent prior to expiration of the corresponding period.

Consequences of Withdrawal

If you decide to withdraw, we will refund all the payments received from you, without any undue delay and, in any event, no later than the following 45 consecutive days from the date on which you notify us of your decision to cancel this contract. We will proceed to issue said refund using the same payment method used by you for the initial transaction unless you used Redcompra as your payment method, in which case the sums paid will be refunded via bank transfer or voucher card, whichever you choose. In any event, the refund will not incur any cost to you. Notwithstanding the above, we may withhold the refund until we have received the goods, or until you have presented proof of their return, whichever condition is met first, always such that the goods meet with that delineated in the below clause 16.3.

You must return to us or directly deliver the products to us at any of the ZARA CHILE stores, request a return by messenger/courier through our website, or through authorized delivery points in Chile, without undue delay and, in any case, within a maximum of 14 consecutive days from the date on which you communicate to us your decision to cancel the contract. The period shall be deemed to have been met if the goods are returned before said period comes to an end.

Returning the goods at a ZARA CHILE store or through authorized delivery points in Chile shall be completely free. If you wish to make a return through a messenger/courier arranged by us or someone else, you shall bear the direct cost for the return of the goods.

You shall be solely responsible for any decrease in the value of the goods resulting from handling other than that required to establish the nature, characteristics, and function of the goods.

16.2 Contractual Right to Cancel

In addition to the recognized statutory right to withdraw of consumers and users referred to in clause 16.1 above, ZARA CHILE S.A. grants you a period of 30 days from the Shipping Confirmation to proceed with the return of the products (except for those referred to in clause 16.3 below, with regards to which the right to withdraw is excluded).

If you return the products within the contractual period for the right to cancel, but upon lapse of the right to withdraw period, you will only be refunded the price paid for said products. You shall bear the direct costs of the return of the product when the return is not made at one of the ZARA CHILE stores or through authorized points of delivery in Chile.

You may exercise your right to cancel pursuant to that set out in clause 16.1 above, and even though you communicate to us your intent to cancel the contract once the statutory right to withdraw period has ended, you must, in any case, deliver the goods to us within a period of 30 consecutive days from the Shipping Confirmation.

16.3 Common Provisions

You shall not have the right to cancel the contract whose subject matter is the supply of products or personalized items.

Some of our products, due to their unique characteristics, must meet the following conditions in order to be returned in case of your exercising the right to withdrawal from the contract:

- Goods packaged for health or hygiene must include the respective sticker, for example in the following cases:
 1. Swimwear: must include the hygiene strip.
 2. Underwear: only tops, bodysuits and undershirts from the Kids section that are still in their original packaging may be returned.
- Accessories: must be returned with their original bag or cardboard intact.
- Fragrances or Perfumes: must be returned in the original sealed packaging.
- Packs: items that are part of a pack cannot be returned separately.
- Special packaging and additional accessories: the items that arrive with special packaging (fabric bags, special boxes, etc.) or that contain additional accessories must be returned with them.
- Music CDs/DVDs with their original wrapping.

The right of withdrawal may not be exercised in the case of good that, by their nature, cannot be returned or may deteriorate or expire quickly, or that may have been made according to the customer's specifications, or that are goods for personal use.

Your right to cancel or withdraw from a contract shall only apply to those products which are returned in the same condition as when you received them. No refund will be made if the product has been used beyond opening, for products that are not in the same condition as when they were delivered, or that have been damaged in any way. Therefore, you should take reasonable care of the products while they are in your possession. The items should be returned including all the original packaging, instructions, and other documents that may have come with them.

You may make returns at any ZARA CHILE store through authorized delivery points in Chile, completely free of charge, or through a messenger/courier that we direct to your address in which case you must assume the direct cost of the return of the goods.

Returns at a ZARA store:

You may return the products to us at any of our ZARA CHILE stores that have the same section as that of the goods which you want to return. In such case, you must go to any of said stores and present (printed or digitally via any electronic means) the QR code you will have received attached to the Shipping Confirmation email, which is also saved in your account on the website and in the cellphone application. You may present the electronic ticket by displaying it electronically on the screen of your smart phone or by bringing a printed paper copy to the store.

Returns by messenger/courier:

You must contact us through our returns request in "Purchases" under the "My Account" section, or by contacting our Customer Service via any of the available means of communication in accordance with that indicated in clause 2, so we can arrange for return of the goods from your address. You must send the products in the same package you received it, if possible, by following the instructions found in the "Exchanges and Returns" section of this website.

We inform you that you will incur the costs of return by messenger/courier; we will charge a fixed rate, associated with the direct cost of return which you must pay at the time of making the respective return request.

Returns at authorized points of delivery in Chile:

Return items at any of the authorized points of delivery in Chile. To do this, request the return through the "Delivery Point" section of the "How to return" section under "Exchanges and Returns" on the website, following which we will email you a return label to be placed on the package to then be left at the delivery point. Leave the item in the same package in which you received it.

Returns at a Zara store and returns through authorized points of delivery in Chile shall not incur any additional cost for you.

If you do not want to return the products through any of the available free options, or you choose to return through a messenger/courier, you shall be responsible for the direct costs of the return. Please bear in mind that if you decide to return the items to us "collect on delivery," we shall be authorized to charge you for any expenses that we may incur.

After examining the item, according to the above provisions, we will inform you if you have the right to a refund for the amount paid. The refund will be made as soon as possible without any undue delay. Nevertheless, we may withhold the refund until we have received the goods, or until you have presented proof of return of the goods, whichever condition is met first. The refund will be made using the same payment method you used to pay for the purchase. If you have any questions, you can contact us through our regular communication means provided in clause 2 or via the chat function available on our website.

Bear in mind that, the order having been delivered, when exercising the legal right of withdrawal, legal guarantee right, or the contractual right to cancel, when you have arranged the order's shipment, unless said service has been offered by us, we cannot assume the liability for the return package for causes not attributable to ZARA CHILE.

Likewise, when you use one of the return options available from ZARA CHILE, bear in mind you shall be responsible for the contents of the return package since ZARA CHILE did not participate in its preparation and contents. Should there exist an error not attributable to ZARA CHILE in the contents of the return package, we shall be authorized to pass the corresponding costs to you when it is possible to handle the return of the package in your care.

In any case, the rights and actions recognized by current legislation remain unaffected.

16.4 Returns of Defective Products

In cases where you consider that, at the time of delivery, the product does not conform to that stated in the contract, you must promptly contact us through any of our communication means as provided in clause 2, providing the details of the order, the product, and the damage it has undergone before we give you instructions on how to proceed.

You may return the product to any of our ZARA CHILE stores, delivering it to a messenger/courier that we will send to your address when you request the return, which will not cost you anything, or through authorized points of delivery in Chile.

We will carefully examine the returned product and inform you via electronic mail within a reasonable period of time of your right to a refund or a replacement (if any). The item refund or replacement shall take place as soon as possible following the date on which we send you the electronic mail previously mentioned.

The sums paid for those products that are returned due to a fault or defect, when this actually exists, will be refunded in full, equal to the costs you may have incurred to return it to us. The return will be made using the same payment method used to pay for the purchase.

In any event, the recognized rights regarding the legal guarantee of the products remain, as regulated per Law N° 19.496 on the Protection of Consumers' Rights, in accordance with that defined in clause 17 below.

17. WARRANTIES

If you contract as a consumer and user, we offer you warranties on the items we sell through the website, in the legally established terms for each type of product, satisfying as such for the lack of conformity of the same that is manifested within 6 months of the delivery of the product, per that stipulated in article 20 of Law N° 19.496 of the Protection of Consumers' Rights.

It is understood that the items conform to the contract when (i) they adhere to our description and possess the qualities presented on this website, (ii) they are suitable for the uses that are ordinarily meant for products of the same type, and (iii) they present the quality and normal features of a product of the same type that may be reasonably expected. In this sense, if any of the items do not conform to the contract, you must let us know by following the procedure detailed in clause 16.4 above and through any of the communication methods provided for this reason.

Based on the above, in conformity with the law, you will have the right to choose any of the following options:

- 1) Free repair of the good.
- 2) Prior restoration of the items, their replacement or exchange.
- 3) Refund of the amount paid.

The items we sell, especially artisanal items, often may feature characteristics of the natural materials used in their manufacture. These characteristics, such as variation in the grain, texture, knots and color, will not be considered to be defects or blemishes. On the contrary, their appearance should be noted and appreciated. We only select items of the highest quality, but natural features are inevitable and should be accepted as part of the individual appearance of the item.

18. LIABILITY AND DISCLAIMER

Unless otherwise expressly stated in these Terms, our liability in connection to any product purchased through our website shall be strictly limited to the purchase of that product.

Nevertheless, unless otherwise provided for by law, we will not accept liability for the following losses, regardless of their origin:

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

19. INTELLECTUAL AND INDUSTRIAL PROPERTY

You acknowledge and concede that all copyrights, registered trademarks, and all other industrial and intellectual property rights over the materials or contents that are furnished as part of the website correspond at all times to ZARA CHILE or to those from whom we obtained license for their use, all in virtue of that delineated in Law N° 17.336 on Intellectual Property and in Law N° 19.039 on Industrial Property. You may make use of said material only in the form in which we, or those from whom we obtained license for their use, expressly authorize. This will not prevent you from using this website as needed to copy information about your order or Contact information.

20. VIRUSES, PIRACY AND OTHER CYBERATTACKS

You shall not misuse this website by knowingly introducing any viruses, Trojans, worms, logic bombs, or any other program or material that is technologically harmful or damaging. You shall not attempt to gain unauthorized access to this website, to the server where said site is located, or any server, computer, or database related to our website. You undertake to not attack this website by means of a denial-of-service attack or a distributed denial-of-service attack.

The breach of this clause could carry with it the commission of statutory infractions of applicable law, especially that delineated in Law N° 19.223 that categorizes penal assumptions related to computing. As related to the above, we will notify the proper authorities of any breach of this law and we will cooperate with them to discover the attacker's identity. Therefore, in case of breach of this clause, authorization to use this website shall be immediately revoked.

We shall not be responsible for any harm or loss resulting from an attack of denial-of-service, viruses or any other program or material that is technologically harmful or damaging that may affect your computer, computing equipment, information or material as a consequence of the use of this website or the downloading of contents from it or from those to which they may be redirected.

21. LINKS FROM OUR WEBSITE

Should our website contain links to other third party web pages and materials, said links are provided solely for informational purposes, and we do not have any control whatsoever over the content of those web pages or materials. Therefore, we accept no responsibility for any harm or loss derived from their use.

22. WRITTEN COMMUNICATIONS

Applicable law requires that part of the information or communications that we may send to you be in writing. By using this website, you accept that the majority of said communication with us shall be electronic. We will contact you via email or we will provide you with information by posting notices on this website. For contractual purposes, you consent to use this electronic means of communication and acknowledge that all contracts, notification, information, and other communication that we may send to you electronically fulfill the statutory requirement of being in writing. This condition shall not affect your statutory rights.

23. NOTIFICATIONS

The notifications you send to us should be sent via the chat function accessible on our website. According to that set forth in clause 22 above, and unless stipulated otherwise, we may send you communications either to the electronic address or the address you provided when placing an order.

It is understood that notices will have been received and correctly made in the same instant in which they are posted on our website, 24 hours after having been sent an email or three days after the dispatch date of any letter. In order to prove that the notice has been sent, it shall be sufficient to prove, in the case of a letter, that the address was correct, it was correctly stamped, and was duly given to the post office or placed in a mailbox and, in the case of an email, that it was sent to the correct email address as specified by the recipient.

24. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

This contract is binding as much to you as to us, as well as to our respective successors and assignees.

In relation to the above, ZARA CHILE may transmit, yield, record, subcontract or in any other way transfer a contract of some of the rights or obligations there derived, at any time it is in effect. To avoid any doubt, said transmissions, assignments, charges or other transfers shall not affect your statutory rights as a consumer nor shall they cancel, reduce or limit in any other manner the guarantees, express or implied, that we may be able to grant.

25. EVENTS BEYOND OUR CONTROL (UNFORESEEN CIRCUMSTANCES OR FORCE MAJEURE)

We shall not be responsible for any breach or delay of the fulfillment of any of the assumed obligations when they are due to events that are out of our reasonable control (henceforth, "Cause of Force Majeure or Unforeseen Circumstances").

The Causes of Force Majeure or Unforeseen Circumstances include any act, occurrence, lack of exercise, omission or accident that may be outside our reasonable control and, among others, the following:

- a. Strikes, lockouts or other industrial action.
- b. Civil commotion, riot, invasion, terrorist threat or attack, war (declared or not) or threat of or preparations for war.
- c. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- d. Impossibility of the use of trains, ships, airplanes, motor transport or other means of transportation, public or private.

- e. Impossibility of the use of public or private telecommunications systems.
- f. Acts, decrees, legislation, laws or restrictions of any government or public authority.

It is understood that the obligations shall be suspended during the time the Force Majeure or Unforeseen Circumstance continues, and we shall provide an extension to the term to complete said obligations for a period of time equal to the duration of the Cause of Force Majeure or Unforeseen Circumstance. We shall take all reasonable measures so that the Cause of Force Majeure or Unforeseen Circumstance ends or to find a solution that allows us to fulfill our obligations despite the Cause of Force Majeure or Unforeseen Circumstance.

26. WAIVER

If we fail to insist upon strict performance of any of your obligations under this contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under this contract or these Terms, this shall not constitute a waiver or limitation with regard to said rights or remedies nor shall it exonerate you from compliance with said obligations.

No waiver by us of a right or concrete action shall represent a waiver of other rights or actions arising from a contract or these Terms. No waiver by us of any of these Terms or the rights or actions arising from a contract shall take effect, unless it is expressly established that it is a waiver and is formalized and communicated to you in writing according to that set forth in the previous clause 23 regarding Notifications.

27. PARTIAL INVALIDITY

If any of the present Terms or any provision of a contract should be declared null and left void by the final decision as dictated by the proper authority, the remaining terms and conditions shall remain in effect, so long as they are not affected by said declaration of invalidity.

28. COMPLETE AGREEMENT

These Terms and entire document to which express reference is made herein constitute the current integrated agreement between you and us as related to the objects of the Terms and supersede any other pact, agreement, or promise previously made between you and us, verbal or written.

Both parties acknowledge having agreed to formalize a contract without relying on any declaration or promise made by the other party or that could be implied from anything said or written in the negotiations established between both parties, except for that which is expressly stated in these Terms.

Neither you nor we shall have any remedy in the face of any untrue statement made by the other, whether verbally or in writing, prior to the date of a contract (unless said untrue statement was made fraudulently) and the only remedy that shall be available to the other party shall be for breach of contract according to the provisions set out in these Terms.

29. OUR RIGHT TO MODIFY THESE TERMS

We reserve the right to modify these Terms and Conditions. We will keep you informed if a substantial modification is made to them. The modifications presented shall not be retroactive, unless it may be legally required.

If you do not agree to the modifications made, we recommend not using our website.

The present “Terms and Conditions of Use and Purchase on www.zara.com,” published on March 26, 2022 shall be effective as of April 26, 2022. All foregoing, without prejudicing the rights of Law Nº 19.496 (in its currently in force) and Decree Nº 6 of the Ministry of Economy, Development, and Tourism and the Subsecretary of Small Businesses of January 21, 2021, is established in favor of consumers.

30. APPLICABLE LAW AND JURISDICTION

The use of our website and purchase contracts of items via said website are regulated by Chilean legislation.

Any controversy that may arise from or correlate to the use of the website or said contracts shall be subject to the jurisdiction of the courts and tribunals of the country, in conformity with the law.

If you are contracting as a consumer, nothing in this present clause shall affect your statutory rights as such.

31. COMMENTS, SUGGESTIONS, COMPLAINTS, AND CLAIMS

We welcome your comments and suggestions. We ask that you send us any comments and suggestions, as well as any questions, complaints or claims through our contact channels indicated in clause 2 of these Terms.

Your complaints and claims sent to our Customer Service will be addressed as soon as possible. Likewise, they shall be archived with an identification code that we will share with you to allow you to keep track of them.

Cancellation Form Template

(This form should only be completed and sent if you wish to cancel the contract)

To the attention of ZARA CHILE S.A., doing business as ZARA, with address at Cerro Colorado N° 5240, Office 401, Las Condes, Santiago.

I hereby communicate that I cancel my sales contract for the following product:

Ordered/received on (*):

Consumer name:

Consumer address:

Consumer signature (only if this form is on paper)

Date:

(*) Cross out that which is not applicable

TERMS AND CONDITIONS OF USE OF ZARA APP FEATURES

These terms and conditions (henceforth, the “Conditions”) regulate the access and use of the services and various features available in the App (which shall be further defined below) of the Zara brand in a specific way, and act as a supplement to the Conditions of Use and Purchase of www.zara.com/cl.

The features of the App include: (i) the ability to purchase products through the App which shall be considered an Online Store purchase and, as such, the customer is subject to the Conditions of Use and Purchase of www.zara.com/cl, (ii) the management of electronic taxes from purchases made on ZARA online stores (henceforth, “Online Store”), and (iii) the ability to obtain a the corresponding electronic tax document by presenting the identifying QR code implemented exclusively for said purpose in the ZARA physical stores (henceforth, “Physical Store”). The Physical Stores as well as the Online Store are operated in Chile by the company ZARA CHILE S.A., RUT N° 96.785.860-9, registered at Cerro Colorado N° 5240, Office 401, Las Condes, Metropolitan Region (henceforth, “the Company”).

1. GENERAL SERVICE DESCRIPTION

1.1. Purchase of Products on www.zara.com/cl through the APP

The App allows customers to purchase products through it, as through www.zara.com/cl, and as such this is considered a purchase from an Online Store, and shall remain subject to the Conditions of Use and Purchase of www.zara.com/cl, which must be accepted at the time of purchase.

1.2 Management of Electronic Tax Documents from Purchases Made on the Online Store

Electronic tax documents issued for the purchases made on the ZARA Online Store shall be stored in the App and shall be available for their review and use, specifically in the “My Purchases” section, for a period of at least six months, in accordance with that stated in current legislation.

1.3 Obtaining the Electronic Tax Document Issued for Purchases in Physical Stores.

Upon payment of a purchase in the Physical Stores, receipt of a digital electronic tax document may be requested. To do this, present the identifying QR code that is shown in the App for this purpose and the respective electronic tax document shall be automatically sent to you in the App.

Going forward, you may make exchanges or returns in the Physical Stores using said digital electronic tax document; per the terms and conditions that may be applicable at that time, according to the ZARA business policy, and, in all cases, in compliance with current legislation.

In this case, a paper format of the electronic tax document shall not be given. Therefore, it is necessary that you understand that by using this identifying QR code you are expressly requesting the issuance of a digital electronic tax document of a corresponding purchase, thereby declining to receive a paper version of it.

In any case, the enforcement of regulations governing electronic tax documents or any other regulation that may be applicable, and to which these Conditions are subject, shall always be preferred.

Should you decide to unsubscribe from the App as a user, you have the option to request during the process of unsubscribing that the electronic tax documents stored in the App be transmitted to the email address you indicate to us for that purpose.

1.4 Obtaining the Digital Electronic Tax Document from a Paper Electronic Tax Document.

If you have a paper version of the electronic tax document you may create a digital copy of it by scanning the QR code found printed at the bottom of the paper version, using any electronic device that has this feature.

Going forward, you can store the digital copy of the electronic tax document in question in your electronic devices, with which you can make corresponding returns and exchanges, according to the

terms and conditions that may be applicable at that time, according to the ZARA business policy, and, in all cases, in compliance with current legislation.

2. AVAILABILITY OF SERVICES OFFERED BY THE APP

While respecting applicable legislation, and with three months prior notice to ZARA store representatives as well as to the users, we reserve the right to modify, suspend, or eliminate, at any time, at our sole discretion, either generally or particularly for one or more users, any or all of the ZARA App features, as well as modify, suspend, or eliminate, under the same terms, the availability of all or a part of the Service.

3. LIABILITY

Regarding our liability as relates to the use of the Zara App and its different features, it shall be subject to current legislation in Chile.

You agree to use the ZARA App solely for the purposes for which it is conceived and therefore to not use it improperly or fraudulently, and shall be liable to the Company or to any other third party for the damages that may arise from an improper use of it.

You shall be liable in the following cases:

a) when, as the case may be, your equipment or terminals associated with the App, SIM cards, email addresses and/or any of the passwords are used by a third party authorized by you without our knowledge.

b) when errors or mistakes may occur during the use of the various features of the App as a consequence of a defective feature of your hardware, software, devices or terminals or due to not having the necessary security mechanisms installed on the device on which the App is running.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS AND OTHER APP RIGHTS.

Any of the elements that are a part of or are included in the App are property of or are under the control of the Company or of third parties who have authorized their use. Henceforth, they shall be referenced in their entirety as the "Property."

The user agrees to not remove, delete, alter, manipulate nor in any way modify:

- Those notes, legends, indications or symbols that the Company or legitimate rights holders make part of its property in regards to intellectual or industrial property (such as, for example, copyright ©, ® and ™, etc.).
- The technical devices of protection or identification that the Property may contain (such as, for example, watermarks, digital fingerprints, etc.). The user agrees that pursuant to these Conditions, the Company does not surrender nor transfer to the user any right over its Property or over any properties whatsoever of third parties.

The Company authorizes only the access and use of its Property to the user in conformity with the terms indicated in these Conditions.

The users are not authorized to copy, distribute (including via emails and the internet), transmit, communicate, modify, alter, transform, surrender or, in any other way, conduct activities that entail commercial use of the Property, in part or in full, without the express written consent of the legitimate holder of the rights of exploitation.

The access and use of the Property shall always and in every case be conducted for strictly personal purposes and never commercial.

The Company reserves all rights to the Property that pertain to it including, but not limited to, all the intellectual or industrial property rights that it may hold over it.

The Company concedes no other license nor authorization of use to the user over its Property other than that which is detailed expressly in this clause. The Company reserves the right to resolve or modify at any time and for any reason the licenses granted in accordance with these Conditions.

Nonetheless, the Company may undertake legal actions against any use by the user that:

- does not conform to the terms and conditions specified here;
- infringes upon or violates the intellectual and industrial property rights or other equivalent rights of the Company or any other legitimate third party holder; or infringes upon any regulation that may be applicable.