

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

1. INTRODUCTION

This document (along with all documents mentioned in it) establishes the terms and conditions governing the use of this website (www.zara.com/co) and the purchase of products on it (the “Terms and Conditions”), regardless of the application, digital media, medium or device used to access the website. Please read these Terms and Conditions carefully, as well as our Privacy and Cookies Policy (“Privacy and Cookies Policy”) and Personal Data Protection Policy (jointly, the “Personal Data Protection Policies”) before using this website. Upon using this website or placing an order through it, you agree to these binding Terms and Conditions and to our Personal Data Protection Policies, and as such, you should not use this website if you do not agree to all of the Terms and Conditions or the Personal Data Protection Policies.

These Terms and Conditions may be modified. You are responsible for reading them each time you make a purchase on the website, as the terms and conditions in force when entering into each Contract, at the time of using the website, shall apply.

If you have any queries regarding the Terms and Conditions or Personal Data Protection Policies, you can contact us via our contact channels.

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

2. OUR INFORMATION

The sale of items through this website is carried out under the name ZARA by COMPAÑÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S., a company duly constituted in accordance with the laws of the Republic of Colombia, and identified with the Tax Identification Number 900.123.408-4, with its registered address at Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca. Telephone: +57 601 667 22 00 and email for notification purposes: notificaciones@texmoda.com.co.

3. YOUR DATA AND VISITS TO THIS WEBSITE

The information or personal data that you provide us shall be processed in accordance with the Privacy and Cookies Policy and the Personal Data Protection Policies. By using this website, you agree to the processing, storage, transmission and/or national or international transfer of the information and data, and you state that all the information and data provided are true and accurate.

4. USE OF OUR WEBSITE

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

- i. Use this website for legally valid consultations or orders only.
- ii. Not place any false or fraudulent orders. If we can reasonably assume that an order of this kind has been made, we shall be authorised to cancel the order and inform the relevant authorities.
- iii. Provide us with your email address, postal address and/or other contact details truthfully and accurately. You also agree that we may use this information to contact you if necessary (see our Personal Data Protection Policy).
If you do not provide us with all the information we require, we will not be able to process your order.

When placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts. **Minors may not place orders on the website.**

5. SERVICE AVAILABILITY

The items offered via this website are only available for delivery within the Colombian territory, except in areas or zones of Colombia where, due to difficulty of access, communication or similar considerations, it can be justified that said offer is not available.

Products shall not be sold to Amazonas, Guainía, Guaviare, Vaupés, Vichada, San Andrés, Providencia and Santa Catalina.

6. HOW TO PLACE AN ORDER

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

7. TECHNICAL MEANS TO CORRECT ERRORS

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

In any event, you can correct errors related to the personal data you provided during the purchase process by contacting our customer services through the chat available on the website or our official social media accounts, as well as exercise your right to rectification set out in our Personal Data Policies.

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

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

8. AVAILABILITY OF PRODUCTS

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

9. DELIVERY

Unless there are circumstances arising from customisation of the products, or unexpected or extraordinary circumstances occur, we will send you the order consisting of the product(s) listed in each Shipping Confirmation within the time indicated on the website for the selected delivery method, and, in any event, the calculation of the maximum period of 30 days from the date of the Order Confirmation.

We will inform you of delivery costs when you process your purchase.

Delivery options:

Collection in Zara store – FREE: The customer can collect their garment at any store in the country. The person collecting the order must show their identity document. If the person collecting the product in-store did not make the purchase (the customer is solely responsible for the management and security of their [zara.com/co](https://www.zara.com/co)); they must show their ID and the email with the order number or QR code.

Home delivery: you can request home delivery of your garment by providing delivery address details.

If, for some reason, we are not able to comply with the delivery date, we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid. The refund will be made within a maximum of thirty (30) calendar days. In any case, keep in mind that we do not make home deliveries on Sundays or public holidays.

For the purposes of these Terms and Conditions, it will be understood that the “delivery” has taken place or that the order has been “delivered” at the time you or a third party indicated by you acquires material possession of the products, signing to confirm receipt of the order at the agreed delivery address.

10. UNABLE TO DELIVER

If we cannot deliver your order after three (3) attempts, we will take your order to the point established by us. In this event, we will leave a note explaining where your order is located and what to do to have it delivered again. If you are not going to be in the place of delivery at the agreed time, please contact us to arrange the delivery for another day or time.

If 10 days have elapsed since your order became available for delivery and the order has not been delivered for reasons not attributable to us, we will understand that you wish to cancel the contract and we will consider it terminated. Following the termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional charges resulting from your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and, in any case, no later than 30 days after the date we consider the contract to be terminated. Please remember that transport resulting from terminating the contract may carry an additional cost, and as such we are authorised to pass these costs on to you.

11. TRANSFER OF RISK AND PROPERTY

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

You will acquire ownership of the products when we receive full payment of all amounts due in relation to them, including delivery costs, and you will be responsible for them from the time of delivery (as defined in clause 9 above), if delivery takes place at a later time.

12. PRICE AND PAYMENT

The prices on the website include VAT but exclude delivery costs, which are added to the total amount owed as explained in our Shopping Guide - Delivery.

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

When you have selected all the items you wish to purchase, they will have been added to your shopping basket and the next step will be to process the order and complete the payment. To do so, you should follow the steps of the purchasing process, filling out or verifying the information at each step as necessary. During the purchasing process, and before completing payment, you will be able to modify your order information. You may refer to the detailed description of the purchasing process in the Shopping Guide. Furthermore, as a registered user, a list of all the orders you have placed is available in the My Account section.

The payment methods you can use to pay are Visa, Mastercard, American Express and PSE cards. You may also purchase products for all or part of the price of your purchase with a Zara e-voucher card issued by Zara Colombia, i.e. the company COMPAÑÍA DE INVERSIONES TEXTILES DE MODA - TEXMODA S.A.S.

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

To minimise the risk of unauthorised access, your credit card details will be encrypted. Credit cards are subject to verification and authorisation by the issuing entities. However, if the entity does not authorise the payment, we will not be held liable for any delay or failure to deliver, and we will be unable to formalise any contract with you.

12.1 IPOD sales payments

The payment methods mentioned in the point above can be used at our stores, as well as cash at the cash desk, voucher card and physical gift card, and Sodexo pass electronic card.

13. EXPRESS CHECKOUT

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

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

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

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

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

The provisions of this clause will not apply if you purchase items as a guest.

14. VALUE ADDED TAX AND INVOICING

Pursuant to Colombian law, the sale of goods in Colombia is subject to this tax. In light of the above, any orders placed shall be subject to the general rate of value-added tax (VAT) in force at the time of purchase.

15. RETURN POLICY

15.1 Right to withdrawal

According to the provisions of Article 47 of the Consumer Protection Statute, the right to withdrawal is implicit in the contract. The right to withdrawal allows the consumer to terminate the contract within a maximum of five (5) working days from the date of order delivery, and the consumer must return the product using the same means and in the same condition in which it was received. Transport costs involved in returning the product will be covered by the consumer. Once the product has been returned in the same condition as it was delivered, money shall be refunded within the following thirty (30) calendar days.

Products manufactured according to consumer specifications, customised products or personal products (such as underwear, swimwear, etc.) are excluded from the right to withdrawal.

The consumer must return the unused product with all its inside and outside labels, and in the same packaging. Products that do not comply with these provisions cannot be returned.

To exercise your right to withdrawal, you must notify ZARA, by writing to us on the chat available on the website or our official social media accounts, of your decision to withdraw from the contract by means of a clear written statement. You may use the attached example withdrawal form, which is included as an Appendix to these Terms and Conditions. However, its use is not mandatory. In order to comply with the right to withdrawal deadline, you need only communicate that you are exercising this right within the stipulated time period.

In compliance with article 51 of Law 1480 of 2011, considering that the purchase made through this website is a remote or online sale, when a credit card, debit card or any other electronic payment method has been used to make the payment, the company guarantees that payments requested by the consumer can be reversed when subject to fraud or when corresponding to an unrequested transaction, when the purchased product is not received or when the purchase price has been unduly charged; provided that the consumer informs the company within 5 business days of being informed of the fraudulent transaction, the delivery of the product or the date on which the product was due to be received.

We may attend to the request through our customer service channels, for which it is necessary to inform the reason for the request, the value for which the refund is requested and the details of the payment instrument to which the refund is to be made.

Within the same period of 5 business days, the customer must inform the issuer of the payment instrument about the refund. In case the consumer who wishes for a refund is not the same holder of the payment instrument, the request to the issuer must be submitted by the holder of the product.

Once the request for a refund has been submitted to the company and the request for a refund has been submitted to the issuer of the payment instrument, the latter will have fifteen (15) business days to make the refund effective.

The foregoing is notwithstanding the specific requirements and procedures on exchanges and returns regulated by these Terms and Conditions of Purchase.

15.2 Consequences of exercising your right to withdrawal

In the event that you exercise your right of withdrawal, we will refund to you all payments received from you in relation to the price of the product, with the exception of the additional costs resulting from your choice of a mode of return or delivery of the product other than the free option offered by us, without undue delay and in any event no later than 30 calendar days from the date on which we are informed of your decision to exercise your right of withdrawal.

We will process the refund using the same payment method used by you for the initial transaction, unless this is not possible, in which case we will process the refund using the option chosen by the consumer from those offered by us. You will not incur any fees as a result of such reimbursement.

Notwithstanding the foregoing, we may withhold reimbursement until we have received the returned goods or you have presented proof of having returned the goods, depending on which condition is met first.

You must return or deliver the products directly to us at any of our ZARA stores in Colombia, or you can request a return on our website via messenger/courier, organised by us, assuming the cost of this return, or return the products to one of our authorised drop points, paying for the corresponding service, without undue delay and, in any event, within a maximum period of 14 calendar days from the date you inform us of your decision to exercise your right of withdrawal.

In cases where you wish to return the goods by messenger/courier service organised by us for collection from your home, an amount representing the cost of transport derived from the return will be deducted.

The deadline will be deemed to have been met if you send back the goods before the time period specified has expired. You will only be responsible for a reduction in value of the goods resulting from handling, other than that needed to establish their nature, characteristics and functionality.

In cases where more than one good has been acquired in the same purchase, and

the right of withdrawal is not exercised on the totality of the goods, the refund of the purchase price paid for the returned good(s) will be made through the same means of payment used for the purchase or, if this is not possible, through the option chosen by the consumer (within the options provided by us).

If you withdraw from the same invoice a second time, the refund will be made in the form of an e-voucher card or a bank transfer, whichever you prefer.

15.3 Contractual Right to Cancel

In addition to the consumer's and user's legally recognised right to withdrawal mentioned in clause 14.1 above, we grant you a period of 30 days from product shipment to return any products (except those mentioned in this clause, regarding products that are excluded from the right to withdrawal), and provided that the products have not be used and retain their inside and outside labels.

If you exercise your contractual right to cancellation more than 15 days after Shipping Confirmation, the refund will be made in the form of an e-voucher card or a bank transfer, whichever you prefer.

15.4 Exchange policy

If you consider that the size or colour of the product purchased at www.zara.com does not meet your needs, and notwithstanding your legal and contractual right to cancellation or withdrawal, you may request a change of size or colour at any ZARA store in Colombia within a maximum period of 30 days from the Shipping Confirmation, provided that the product has exactly the same price.

COMPAÑÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S. will agree to exchange products purchased at www.zara.com, in which case you must provide the item you wish to exchange along with the e-receipt received with the Shipment Confirmation, which is also stored in your account on the Zara website and mobile app, and you must show it in digital format on the screen of your mobile device or print out a copy.

Please remember that this new product will not be governed by the provisions of these Terms and Conditions of Use and Purchase, instead, the terms and conditions set out on the back of the receipt provided will apply, including the clauses related to your right to cancellation or withdrawal.

Notwithstanding the above, if you would prefer to exchange the product for a different garment, you must request a return by following the procedure established for this purpose and make a new purchase.

15.5 Return policy for IPOD sales paid at the cash desk.

This return policy only applies to IPOD sales, i.e., orders placed online using one of the devices in our ZARA stores in Colombia and paid for at the cash desk.

If you wish to return an item purchased on the iPod system, you have

30 days from the date of delivery of your order to return it for free only in our Zara stores in Colombia. The items must have all their labels and be in perfect condition. Returns will always be accepted provided the garment has not be used and has all its inside labels, and provided the products have not be customised by the customer. In no case will products purchased through this sales channel be exchanged.

Refunds will be processed with the same payment method used to pay for the purchase (unless this is impossible, in which case we will notify the consumer immediately, informing them of the options available to refund the value of the purchase). In any case, your rights recognised by current legislation and other provisions in these terms and conditions apply. In other words, the remaining provisions of these terms and conditions apply to all issues not specifically regulated in this section (14.5).

15.6 Common provisions of the right to withdrawal and right to cancellation

You will not have the right to cancel or withdraw from a contract for the supply of any of the following products:

- Products customised at the customer's request.
- Goods pre-sealed for health or hygiene reasons which have been opened after delivery.
- Goods used by the consumer or without their inside labels.

The right to withdrawal and the right to cancel the contract shall apply exclusively to those products that are returned in the same condition in which you received them.

No refund will be made if the product has been used beyond merely opening it, if products are not in the same conditions in which they were delivered or if they have suffered any damage; please be careful with the product(s) while in your possession.

Please return the item preferably using or including all its original packaging, instructions and other accompanying documents.

Returns can be made at any of the ZARA stores in Colombia; via a courier that we will send to your home address or by taking it to an authorised drop point.

Returns at ZARA stores: You can return the products to us free of charge at ZARA stores in Colombia; you must go to any of these stores and deliver the item.

Returns by courier: You must contact us through our return request system so that we can arrange to collect the goods from your home. You should preferably deliver the goods in the same package as you

received them, following the instructions that you will find in the "RETURNS" section of this website. However, if you no longer have the original packaging, you can return your order using any other packaging, as long as it is sealed correctly to avoid losing the item(s). Please note that if you choose to arrange for us to collect the goods from your home, we will be entitled to charge you for the carriage costs; similarly, if you choose to return the goods to us by other unauthorised means, we will be entitled to charge you for any costs we may incur.

After examining the item, we will inform you whether you are entitled to a refund for the amount paid. The refunds of transport costs will only be made when the right of withdrawal is exercised within the legal deadline (5 days after delivery of the product) and all items that make up the order in question are returned, if returns are made through the courier service scheduled by the company, we will be able to charge the cost of transport, which will be deducted from the value to be returned.

The refund will be paid as soon as possible and in all cases within 30 calendar days from the date on which you notified us of your intention to cancel. However, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is first.

Refunds will be processed using the same payment method used by you to pay for the purchase only when the right to withdrawal is exercised within the legal deadline (5 days following product delivery). If you exercise your contractual right to cancellation more than 15 days after Shipment Confirmation, the refund will be sent by e-voucher or bank transfer, whichever you prefer.

You shall assume the cost and risk of returning the products to us, as indicated above. If you have any queries, please contact us through the chat available on the website or our official social media accounts.

15.7 Return of faulty products

If you consider that, at the time of delivery, the product was not as specified in the contract, you must contact us immediately using our contact channels, providing the product information and describing the damage.

The product can be returned to any ZARA store in Colombia, or by giving it to a courier who will be sent to your home address when you request a pick-up.

We will carefully examine the returned product and will inform you by email within 15 working days of receipt of the request, whether the refund or replacement (if applicable) is appropriate. The refund or replacement of the item will be made as soon as possible and, in any case, within 30 days from the date on which we send you an email confirming the refund

or the replacement of the non-conforming item.

The refund or replacement of the item will be made as soon as possible and, in any case, we will refund the money within a maximum period of 15 working days following the confirmation of the refund; in the event that the replacement of the non-conforming item is approved, this will be carried out within ten (10) working days following the confirmation of the replacement.

Amounts paid for products that are returned because of faults or defects, where these are actually present, shall be reimbursed in full, including the delivery costs incurred by the courier service authorised by the merchant. Refunds will be processed with the same payment method used to pay for the purchase (unless this is impossible, in which case we will notify the consumer immediately, informing them of the options available to refund the value of the purchase).

Your legal rights will not be affected in any case.

16. LEGAL GUARANTEE

If you are entering a contract as a consumer or user, we offer a legal guarantee on products sold on this website in the terms established by law for each type of product, therefore answering for any quality defects. The warranty period is: three (3) months for textiles, two (2) months for footwear, six (6) months for eyewear, thirty (30) days for jewellery, accessories and other items in the store, starting from the delivery date.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect from the same type of product. In this regard, if any of the products do not conform to the contract, you should bring this to our attention by following the process explained in section 15.7 above and through any of the means of communication established for that purpose. The examination of the products under the legal guarantee shall be free of charge.

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

The company may be exempted from liability for the legal guarantee, when it is proven that the defect of the product is due to force majeure or unforeseen circumstances, the act of a third party, the improper use of the good by the consumer or the disregard of the instructions for use and care of the products.

17. E-VOUCHER CARDS

The e-voucher card is a virtual document that represents a sum of money that can only be used on the zara.com/co website (in Colombia) to purchase products offered on the website. This e-voucher card has a balance that can be used within one year of its issue date. This card is issued in the case of refunds for purchases made on the website.

The e-voucher card allows the customer to use the balance on the card to purchase products through the website, up to the value that the e-voucher card represents. In the event that the products exceed the balance on the e-voucher card, the consumer must pay the difference in price using the authorised payment methods.

18. LIABILITY AND DISCLAIMER

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

However, unless there is a legal ruling to the contrary, we will not accept any liability for the following losses, regardless of their origin:

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

Due to the open nature of this website and the possibility of errors occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained from this website, unless it is otherwise expressly established here.

19. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademark and other intellectual property rights in the materials or content provided as part of the website shall remain at all times vested in us or our licensors. You may only use this material as expressly authorised by us or whoever has granted us a licence for its use. This will not prevent you from using this website as needed to copy information regarding your order or contact information.

20. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS

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

Failure to comply with this clause may be considered an offence as defined under applicable regulations. We will inform the competent authorities of any breach of this norm and will cooperate with them to discover the attacker's identity. Additionally, anyone in breach of this clause will immediately no longer be authorised to use this website.

We shall not be liable for any damages or loss resulting from a denial-of-service attack, virus or any other program or technologically damaging material that may affect your computer, computer equipment, data or materials as a result of using this site or downloading content from it or from sites to which it redirects.

21. LINKS FROM OUR WEBSITE

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

22. WRITTEN COMMUNICATIONS

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

23. NOTICES

You must send any notices through the chat available on the website or our official social media accounts. Pursuant to the provisions in clause 22 above, and unless otherwise stipulated, we will send you notices to the email address provided by you.

It shall be understood that the notices have been received and correctly made as soon as they are posted on our website or 24 hours after they have been sent by email. To prove that the notification has been made, it will be sufficient to prove that the email was sent to the email address

specified by the receiver.

24. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

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

We may transmit, cede, pledge, subcontract or transfer in any other way a contract or any of the rights or obligations arising from it at any time during the lifetime of the contract. To avoid any doubt, these transmissions, assignments, or other transfers will not affect your legally recognised consumer rights, where applicable, or cancel, reduce, or limit in any way both the explicit and tacit warranties that we may have given you.

25. EVENTS BEYOND OUR CONTROL

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

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

- a. Strikes, lock-outs or other industrial action.
- b. Civil unrest, revolt, invasion, terrorist attack or threat, war (declared or not) or war preparation or threat.
- c. Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.
- d. Inability to use public or private trains, boats, aeroplanes, motorized transportation, or other modes of transportation.
- e. Inability to use public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations or restrictions by any government or public authority.

Obligations shall be deemed to be suspended for the period during which the Force Majeure Event continues, and we shall have an extension of time to perform such obligations for a period of time equal to the duration of the Force Majeure Event. We will use all reasonable means to bring the Force Majeure Event to an end or to find a solution that allows us to fulfil our obligations despite the Force Majeure Causes.

26. WAIVER

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

If we waive a specific right or action, this will not imply that we waive any other rights or actions arising from a contract or these Terms and Conditions. If we waive any of these Terms and Conditions or the rights or actions arising from a contract, this will not be legally effective, unless it is expressly established that this is a waiver, the waiver is formalised and you are informed in writing, as established in the Notifications section above.

27. PARTIAL ANNULMENT

Should any of these Terms and Conditions or any provision of a contract be declared null and void by a final decision issued by the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by this declaration of nullity.

28. FULL AGREEMENT

These Terms and Conditions and any document that is expressly referenced herein constitute the full agreement between you and us with regard to the purpose thereof and they replace any other prior pact, agreement or promise made between you and us, whether verbally or in writing.

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

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

29. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions. We will keep you informed of substantial modifications. The modifications made will not be retroactive, unless legally required.

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

30. APPLICABLE LAW AND JURISDICTION

The use of our website and contracts to purchase products on it shall be governed by Colombian law.

Any dispute that arises or is related to the use of the website or these contracts shall be subject to the exclusive jurisdiction of the courts of the Republic of Colombia.

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

31. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

We welcome your comments and suggestions. We ask that you send any comments, suggestions or queries via our contact channels or to the postal address or email address indicated in clause 2 of these Terms and Conditions.

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

32. CONTACT

Please note that the email address info-co@zara.com is enabled for the purpose of allowing easy and direct access to the identification data of COMPAÑÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S. as the company marketing the goods, as well as for the purpose of allowing you to lodge any complaints or claims you deem appropriate.

To send comments, suggestions, queries or any other matter other than the above, you can access our usual contact channels, i.e. the chat available on the website and our official accounts on social media.

For more information, please visit the “Contact” section of the website.

26 May 2023

Withdrawal form template

(You only need to fill in and send this form if you wish to withdraw from the contract)

For the attention of COMPAÑÍA DE INVERSIONES TEXTILES DE MODA TEXMODA S.A.S. acting under the commercial label ZARA, with its address at Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca and email address info-co@zara.com.

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

Ordered/received on (*):

Customer name:

Customer

address:

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

(*) Cross out any which are not applicable