

## TERMS AND CONDITIONS OF PURCHASE [WWW.ZARA.COM](http://WWW.ZARA.COM)

### 1. INTRODUCTION

This document (together with all the documents herein mentioned) sets forth the terms and conditions that govern the use of this website ([www.zara.com](http://www.zara.com)) 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 with the 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.

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 from this website is conducted under the name ZARA by EUROTIENDAS, INCORPORATED, a Costa Rican corporation located at San Rafael de Escazu, Centro Comercial Multiplaza de Escazu, quinta Etapa, Cuarto Piso, Oficinas Administrativas de Almacenes Siman, San José, Costa Rica, recorded in the Public Register in Book 538, Entry 13686 Corporate Identification 3-101-378803 and telephone number (506) 2505-3300.

### 3. YOUR INFORMATION AND VISITS TO THIS WEBSITE

The information or personal data that you provide us with shall be processed pursuant to that set forth in the Privacy and Cookies Policy. By using this website, you consent to the processing of such information and data and you declare that all the information and data that you provide us with are true and accurate.

### 4. USE OF OUR WEBSITE

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

- i. Use the website solely to make legitimate and 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. Provide your name, identification card number or corporate identification, email address, telephone number, postal address (physical address) and/or other truthful and exact contact information, physical address. Likewise, you acknowledge that we may use said information to contact you if necessary (see our Privacy 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.

## **5. SERVICE AVAILABILITY**

The items offered through this website are solely available for shipment to the Republic of Costa Rica.

## **6. HOW TO PLACE AN ORDER**

To place an order, you must follow the online purchase process and click on "Authorize payment." Thereafter, you will receive an email acknowledging receipt of your order (the "Order Confirmation"). Likewise, we will inform you via email when your product is being shipped (the "Shipment Confirmation").

## **7. TECHNICAL MEANS FOR CORRECTING ERRORS**

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 details in the "My Account" section.

In any event, you may correct errors related to your personal information provided during the purchase process by contacting customer service via the chat available on the website, or by exercising the right to rectification 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 cart during the purchase process so that, prior to paying, you may modify 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.

## **8. AVAILABILITY OF PRODUCTS**

All orders are subject to the availability of the products. In the event of product supply difficulties or if items are no longer in stock, we will refund you any amount that you might have paid.

## **9. DELIVERY**

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 specified 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.

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 or Sundays.

For the purposes of these Terms, the "delivery" shall be deemed to have taken place, or that the order has 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.

## **10. FAILURE TO DELIVER**

If we are unable to deliver your order, it will be returned to our store located in the Centro Comercial Multiplaza del Este in Curridabat. Additionally, an email will be sent to the account you provided on the website indicating the destination of your order. Upon a lapse of 15 days from when your order is available for delivery and the order has not been delivered on grounds not attributable to us, we shall understand that you wish to cancel the contract and we shall consider it terminated. As a result of the termination of the contract, we will refund all the payments received from you, and solely for the cost of the products and, in any case, within a maximum of 14 days from the date on which we deem the contract terminated. Please keep in mind that delivery costs incurred in the termination may entail an additional expense.

## **11. TRANSMISSION OF RISK AND OWNERSHIP**

You shall be responsible for the risk of the products from the time of delivery.

You shall take ownership of the products when we receive full payment of all the sums due with regard to the products, including the shipping costs, or upon delivery (as defined in clause 9 above), were this to occur at a later date.

## **12. PRICE AND PAYMENT**

The prices on the website include VAT (keep in mind the invoice document must contain the following phrase: "Prices Include VAT") but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide - Shipping.

Prices may change at any time but (except as established above) any potential changes will not affect orders for which we have already sent you an Order Confirmation.

Once you have selected all the items you want to purchase, these will be added to your cart and the following step will be to process the order and pay for it. 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, if you are a registered user, you may access a list of the orders you have placed in the My Account section.

You may pay using VISA, Master Card, and American Express cards.

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

To minimize the risk of unauthorized access, your credit or debit card information will be encrypted. Credit or debit cards shall be subject to verification 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 execute any contract with you.

## **13. VALUE ADDED TAX AND BILLING**

In accordance with that delineated in articles 01 and 02 of Law 9635 of December 4, 2018, of the Value Added Tax, the delivery of items is understood to be located in the Costa Rican VAT territory of application if the delivery address is in the territory of Costa Rica. The type of VAT applicable will be legally valid at all

times according to article 10 of the aforementioned law.

## **14. RETURN POLICY**

### **14.1 Legal Right to Cancel the Purchase**

#### **Right to Cancel**

If you are contracting as a consumer and user, you have the right to withdraw from this contract within a period of 8 calendar days, without the need for justification.

The cancellation period will expire 8 calendar 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, 8 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 goods.

To exercise your right to cancellation, you must notify us at ZARA, at the address San Rafael de Escazu, Centro Comercial Multiplaza de Escazu, quinta Etapa, Cuarto Piso, Oficinas Administrativas de Almacenes Siman, San José, Costa Rica, or via the chat function available on the website, of your decision to cancel the contract by means of a clear statement (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 cancellation period, 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 Cancellation**

If you decide to cancel, we will refund all the payments received from you, not including the delivery costs if the goods were already delivered (with the exception of additional costs due to your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and, in any event, no later than 14 calendar 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 the card you used for said purchase is blocked or canceled, in which case we will make a bank transfer to an account of your name, for which we will request additional information from you. 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.

You must return to us or directly deliver the products to us at any of the ZARA stores in the Republic of Costa Rica, or request a return by messenger/courier through our website, in whichever case, within a maximum of 8 calendar 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.

Unless you return the goods at a ZARA store in the Republic of Costa Rica or through a courier arranged by us, you shall bear the direct cost of returning 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.

## **14.2 Contractual Right to Cancel**

In addition to the recognized statutory right of cancellation of consumers and users referred to in clause 14.1 above, we grant 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 14.3 below, with regards to which the right to cancellation is excluded).

If you return the products within the contractual period for the right to cancellation, but upon lapse of the statutory 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 stores in the Republic of Costa Rica or through a messenger/courier arranged by us.

You may exercise your right to cancellation pursuant to that set out in clause 14.1 above, however, if you communicate to us your intent to cancel the contract once the statutory cancellation period has ended, you must in all cases deliver the goods to us within a period of 30 days from the Shipping Confirmation.

## **14.3 Common Provisions**

You shall not have the right to cancel the contract whose subject matter is the supply of any of the following products:

- Personalized items.
- Music CDs/DVDs whose original wrapping has been removed.
- Products sealed for health or hygiene reasons that have been unsealed after delivery.
- Swimwear or underwear, tights or pantyhose, socks, perfume products.

Your right to cancel 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. Please return the product using or including all its original packaging, instructions, and other documents that may have come with it. Products must contain their documents and submit the fiscal documentation of the purchase.

You may make returns at any ZARA store in the Republic of Costa Rica or through a messenger/Courier that we send to your address.

### Returns at a ZARA store:

You may return the products to us at any of our ZARA stores in the Republic of Costa Rica that have the

same section as that of the goods which you want to return. In such a case, you must go to any of said stores and present, together with the item, the electronic receipt you received attached to the Shipping Confirmation, which is also saved in your account on the website and in Zara's cellphone application. You may present the electronic receipt 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 return request so we can arrange for collection from your address. You must send the merchandise in the same package you received it in by following the instructions found on the "RETURNS" section of this website. The cost of return by messenger/Courier shall be in accordance to established costs.

If you do not want to return the products through any of the available free options, you shall be responsible for the return costs. 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, we will inform you if you have the right to a refund for the amount paid. Refund for the transport costs will only be made when the right to cancel is exercised within the statutory period and all the items are returned that comprise the order in question. The refund will be made as soon as possible and, in any case, within a period of 14 days from the date on which you informed us of your intent to cancel. 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. You shall bear the cost and risk of returning the products to us, as stated above. If you have any questions, you can contact us through our regular contact channels.

#### **14.4 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 our contact channels, providing the details of the product as well as the damage it has undergone and we will give you instructions on how to proceed.

You may return the product to any of our ZARA stores in the Republic of Costa Rica or hand it to a courier that we will send to your address when you request collection.

We will carefully examine the returned product and inform you via email 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 and, in any case, within 14 days following the date on which we send you an email confirming the refund or replacement of the non-compliant item. Complying with that established in paragraph 14.3 Returns.

The sums paid for those products that are returned due to a fault or defect, when this actually exists, will be refunded in full, including the delivery costs incurred to deliver you the item and 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 case, the rights recognized by current legislation remain unaffected.

## **15. GUARANTEES**

If you are contracting as a consumer and user, we offer you guarantees on the items we sell through the website, in the legally established terms for each type of product, responding, therefore, for the lack of conformity of the same that is manifested within thirty (30) days of the delivery of the product.

It is understood that the items conform to the contract when (i) they adhere to our description made 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 following the procedure detailed in section 14.4 above and through any of the communication methods provided for this reason.

The items we sell, especially crafts, costume jewelry and accessories, may often feature characteristics of the natural materials used in their manufacture. These characteristics, such as variation in the marketing, in the texture, in the knots and in the color, will not be considered as 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.

## **16. 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.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of information transferred or obtained by means of this website unless otherwise expressly stated on the website.

## **17. INTELLECTUAL AND INDUSTRIAL PROPERTY**

You acknowledge and agree that all copyrights, registered trademarks, and all other industrial and

intellectual property rights for the materials or content that are supplied as part of the website correspond at all times to us or to those from whom we obtained license for their use. You may have use of said material only in the form in which we or those from whom we obtained license for their use expressly authorize it. This will not impede using this website as necessary to copy information from your order or Contact information.

## **18. 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 commit 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 regulations. We will notify the proper authorities of any breach of this regulation 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 liable for any harm or loss resulting from a denial-of-service attack, 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 download of contents from it or from those websites to which you may be redirected.

## **19. LINKS FROM OUR WEBSITE**

Should our website contain links to other web pages and material of third parties, said links facilitate only informative results, without our having any control over the content of those web pages or materials. Therefore, we accept no liability for any loss or damage derived from their use.

## **20. 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 communications with us shall be electronic. We will contact you via email or we will provide you with information by posting notices on this website, as the case may be. With contractual effect, you consent to use this electronic means of communication and acknowledge that all contract, notification, information, and all other communications that we may send to you electronically fulfill the legal requisites of being in writing. This condition shall not affect your statutory rights.

## **21. 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 21 above, and unless stipulated otherwise, we may send you communications either to the email address or the mailing address you provided when placing an order.

Notifications shall be deemed to have been received and correctly made as soon as they are posted on our website, 24 hours after an email has been sent, or three days after the posting 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 sealed and was duly given to the post office or placed in a post box and, in the case of an email, that it was sent to the correct email address as specified by the recipient.

## **22. 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. You may not transmit, assign, charge or in any other way transfer a contract or some of the rights or obligations arising therein, without obtaining our prior written consent.

We may transmit, assign, charge, or in any other way transfer a contract or some of the rights or obligations arising therein, 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.

## **23. EVENTS OUTSIDE OUR CONTROL**

We shall not be liable for any breach or delay in performance of any of the assumed obligations when they are due to events that are out of our reasonable control ("Force Majeure Cause").

Causes of Force Majeure include any act, event, non-happening, omission or accident beyond 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 obligations shall be suspended during the time the Cause of Force Majeure 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. We shall take all reasonable measures so that the Cause of Force Majeure ends or to find a solution that allows us to fulfill our obligations despite the Cause of Force Majeure.

## **24. 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 Notifications section.

## **25. PARTIAL INVALIDITY**

If any of the present Terms or any provision of a contract should be declared null and void by the final decision dictated by the proper authority, the remaining terms and conditions shall remain in effect, without being affected by said declaration of invalidity.

## **26. COMPLETE AGREEMENT**

These Conditions and entire document to which express reference is made herein constitute the current integrated agreement between you and us as related to the objects herein 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.

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

We reserve the right to modify the Terms and Conditions. We will keep you informed of substantial changes made therein. The modifications made shall not be retroactive and, except for possible exceptions according to specific cases, shall be applicable after 30 days from their date of publication in the corresponding notification.

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

## **28. APPLICABLE LAW AND JURISDICTION**

The use of our website and product purchase contracts through said website are regulated by Costa Rican legislation.

Any dispute arising from or related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the courts and tribunals of Costa Rica.

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

## **29. 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.

Your complaints and claims sent to our customer service will be addressed as soon as possible and within

the established legal period. Likewise, they shall remain registered with an identification code that we shall share with you and 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 Eurotiendas, Incorporated acting under the commercial name ZARA, located at San Rafael de Escazu, Centro Comercial Multiplaza de Escazu, quinta Etapa, Cuarto Piso, Oficinas Administrativas de Almacenes Siman, San José, Costa Rica.

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

Ordered/received on (\*):

Consumer name: Consumer

address:

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

(\* ) Cross out that which is not applicable