

TERMS OF USE AND PURCHASE WWW.ZARA.COM

1. INTRODUCTION

This document (together with all documents mentioned herein) establishes the terms governing the use of this website (www.zara.com) and the purchase of items through this website (hereinafter, the "Terms"), regardless of the application, digital media, support or device used to access the website. Please read these Terms and our Privacy and Cookies Policy ("Privacy and Cookies Policy") carefully before 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. Therefore, if you do not agree to all the Terms and the Privacy and Cookies Policy, you should not use this website.

If you have any questions about the Terms or the Privacy and Cookies Policy, you can contact us through our contact channels.

The contract can be formed, at your choice, in any of the languages in which the Terms are available on this website.

2. OUR DETAILS

The sale of items through this website is carried out under the name of ZARA by Macromoda S.A, a company with its registered office at Av. De Los Shyris N34 y Holanda, Edificio Shyris Center, Piso 7, with Tax Identification Number 1792159105001, telephone number 0963166600, and an email address for notices: notificaciones@macromoda.com.ec.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal data that you provide us with will be processed pursuant to the Privacy and Cookies Policy. By using this website, you consent to the processing of such information and data, and you represent that all information or data you have provided to us is true and accurate.

4. USE OF OUR WEBSITE

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

- i. To use this website exclusively to make legitimate enquiries or orders.
- ii. Not to make any false or fraudulent order. If we are reasonably of the opinion that such an order has been made, we will be authorized to cancel the order and inform the relevant authorities.
- iii. To provide your correct and accurate email address, postal address and/or other contact details to us. You also consent to our using such information to contact you if this is necessary (see our Privacy Policy).

If you do not give us all the information that we need, we will not be able to complete your order. By placing an order through this website, you represent that you are over 18 years old and are legally capable of entering into contracts.

5. SERVICE AVAILABILITY

Items offered through this website are only available for delivery to the Republic of Ecuador.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchase process and click on "Authorize payment". After this, you will receive an email confirming receipt of your order (the "Order Confirmation"). We will also inform you by email that the item is being sent (the "Shipping Confirmation").

7. TECHNICAL MEANS TO CORRECT ERRORS

If you find that an error was made in entering your personal details when registering as a user of this website, you can change the details in the "My Account" section.

In any event, you can correct errors concerning the personal details provided during the purchase process by contacting customer service via the chat accessible on the website or via our official social media accounts, as well as exercise the right to correction set forth in our Privacy and Cookies Policy.

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

If you find there is an error in your order after completion of the payment process, you must immediately contact customer service via the chat available on the website or via our official social media accounts.

8. AVAILABILITY OF ITEMS

All orders are subject to availability. In the event of supply difficulties or if items are out of stock, we will refund any amount that you may have paid.

9. DELIVERY

Save for circumstances arising from customization of items or unexpected or extraordinary circumstances, we will send your order for the item(s) listed in each Shipping Confirmation in the time stated on the website according to the selected delivery method and, in any case, within a maximum of 30 days of the date of the Order Confirmation.

With regard to the virtual gift card, we will send it on the date indicated by you when placing the order.

If, for any reason, we are unable to fulfill the delivery date, we will inform you of this and we will 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. Please note however that we do not offer home delivery on Saturdays or Sundays, except in the case of the virtual gift card, which will be delivered on the date indicated by you.

For the purposes of these Terms, it will be understood that "delivery" has occurred or that the order has been "delivered" when you or a third party indicated by you acquires physical possession of the items, which will be evidenced by the signing for receipt of the order at the agreed delivery address.

The virtual gift card will be deemed to be delivered in accordance with the Terms of Use of the Gift Card and, in any case, on the delivery date of the virtual gift card to the email address indicated by you.

10. UNABLE TO DELIVER

If we are unable to deliver your order, we will attempt to find a safe place to leave it. If we are unable to find a safe place, your order will be returned to our warehouse. We will also leave a note explaining

where your order is and how you can rearrange delivery. If you are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery for another date and time.

If after 15 days from the date your delivery is available for delivery, the order has not been delivered for reasons not attributable to us, we will conclude that you wish to withdraw from the contract, and we will deem it terminated. As a result of the termination of the contract, we will return all payments received from you, including delivery charges (except for additional costs resulting from your choice of a delivery method other than the cheapest standard delivery method that we offer) without any undue delay and, in any case, in a maximum of 30 days of the date on which we deem this contract terminated. Please note that shipping arising from the termination may have an additional cost, so we will be authorized to charge the corresponding costs to you.

This clause does not apply to the virtual gift card, for which the delivery will be governed by the Terms of Use of the Gift Card and clause 9 above.

11. RISK AND TITLE

Risk in the items will pass to you from the time of delivery.

Ownership of the items will pass to you either when we receive full payment of all sums due in respect of the items, including delivery charges, or upon delivery (as defined in clause 9 above), whichever is later.

12. PRICE AND PAYMENT

The prices on the website include VAT but exclude delivery charges, which will be added to the total amount due as set out in our Purchases and Delivery Guide.

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

Once you have selected all the items you wish to purchase, these will have been added to your basket and the next step will be to go through the checkout process and make payment. To do this, you must follow the steps of the purchase process, completing or verifying the information requested in each step. Additionally, you can change the details of your order during the purchase process before payment. There is a detailed description of the purchase process in the Purchases Guide. Also, if you are a registered user, a record of all orders placed is available in the "My Account" section.

Payment can be made by Visa, MasterCard, American Express, Diners and Discover. You can also pay all or part of the price of your order with a Zara voucher issued by Macromoda S.A.

By clicking on "Authorize Payment", you are confirming that the credit card is yours or that you are the legitimate holder of the voucher.

To minimize the risk of unauthorized access, your credit card details will be encrypted. Credit cards will be subject to checks and authorization by the card issuer, but if the issuer does not authorize payment, we will not be liable for any delay or non-delivery and we will not be able to form a 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.

13. VALUE ADDED TAX AND INVOICING

In accordance with the Internal Tax Regime Law and the Regulations thereto, VAT and other applicable taxes will be applied to the transaction. The type of VAT and other applicable taxes will be those that are legally in force in each instance based on the specific article concerned.

You expressly authorize us to issue the invoice electronically, although you may inform us at any time that you wish to receive a paper invoice, in which case we will issue and send the invoice in said format.

14. RETURNS POLICY

14.1 Legal Right to Return a Purchase Right to Return

If you are contracting as a consumer and user, you have the right to return the item within 3 calendar days without giving a reason.

The return period will expire in 3 calendar days from the date you or a third party indicated by you, other than the carrier, acquired physical possession of the items or, if the items in your order are delivered separately, 3 calendar days from the date you or a third party indicated by you, other than the carrier, acquired physical possession of the last of these items.

To exercise the right to return items, you must notify ZARA via the chat available on the website or via our official social media accounts of your decision to return the item through a clear statement (for example, a letter sent by mail or email). You may use the standard return form included as an Annex to these Terms, although this is not mandatory. To meet the returns deadline, it is sufficient for you to send a communication concerning your exercise of this right before the corresponding period has expired.

Consequences of a Return

If you make a return, we will refund all payments received from you, including delivery charges (except for additional costs resulting from your choice of a delivery method other than the cheapest standard delivery method that we offer) without any undue delay and, in any case, within 30 calendar days of the date on which you inform us of your decision to withdraw from the contract. We will process the refund using your original payment method unless you would prefer a voucher (at your choice). You will not incur any expense as a result of the refund. However, we may withhold the refund until we have received the items, or until you have supplied evidence of having returned the items, whichever is the earliest.

You must return or deliver the items directly to any ZARA store in the Republic of Ecuador, request a return on our website via a Courier, or request a return via one of the authorized drop points in Ecuador, without undue delay and, in any case, in a maximum of 30 calendar days from the date of the shipping confirmation. The deadline will be deemed to be met if the items are returned before the period has expired.

Unless you return the items to a ZARA store in the Republic of Ecuador, you must bear the direct cost of returning the items.

If the return is made via a Courier, arranged and authorized by us, or via one of the authorized drop points in Ecuador, you must bear the cost of the Courier as well as the costs incurred until the items are effectively received at an authorized drop point.

14.2 Contractual Right to Withdraw

In addition to the right to withdraw that consumers and users are legally entitled to, mentioned in clause

14.1 above, we will give you a period of 30 days from the date of the shipping confirmation to return the items (except for those mentioned in clause 14.3 below, which are excluded from the right to withdraw).

If you return the items within the contractual period of the right to withdraw but after the legal period has expired, you will only be refunded the price paid for the items. You will be responsible for the direct costs of returning the items via a Courier arranged by us or via an authorized drop point in Ecuador. A return made to a ZARA store in the Republic of Ecuador will not have an additional cost.

You may exercise your right to withdraw in accordance with clause 14.1 above. However, should you inform us of your intention to withdraw from the contract after the legal term for withdrawal, you must in any case deliver the items to us within 30 days from the date of the shipping confirmation.

14.3 Common Provisions

You will not have the right to withdraw from the contract when it is for the delivery of any of the following items:

- Customized items.
- Music CDs/DVDs without their original wrapping.
- Items sealed for health or hygiene reasons that have been unsealed after delivery.

Your right to withdraw from the contract will apply exclusively to those items that are returned in the same condition that you received them in. No refund will be given if the item has been used beyond simply opening the item, for items that are not in the same condition in which they were delivered, or that have suffered any damage. Therefore, you must handle the item(s) with care while the item(s) is/are in your possession. Please return the item using or including all original packaging, instructions and other documents, as applicable.

You may make a return at any ZARA store in the Republic of Ecuador or, at your expense, via a Courier who we will send to your address.

Returns to ZARA Stores:

You may return items at any of our ZARA stores in the Republic of Ecuador that have the same category of good that you wish to return. In this case, you should go to any such store and provide the item together with the electronic ticket that you will have received with the Shipping Confirmation, which is also saved in your account on the website and in the Zara mobile app. You may present the electronic ticket by showing it digitally from the screen of your mobile device or by bringing the printed ticket to the store.

Returns via Courier:

You should contact us via our return request so that we can arrange a collection from your address. You must provide the goods in the original packaging, following the instructions that you will find in the "RETURNS" section of this website. If you have made a purchase as a guest, you can request a return via the chat on the website or via our official social media accounts.

You will be responsible for bearing all costs incurred by the Courier service.

Returns via Authorized Drop Points in Ecuador:

You can return items at any of the authorized drop points in Ecuador. To do this, you should request a return via the “Drop Point” method in the “Orders and Returns” section in “My Account” on the website.

Then, we will send you a return label by email which you can attach to the package and leave at the authorized drop point. You must leave the item in the original package.

You agree and accept that a return via Courier will have an additional cost that will be borne by the client.

If you do not wish to return the items through any of the available free options, you will be responsible for the cost of the return. Please note that if you decide to return the items to us, we will be authorized to charge you for the costs we may incur.

After examining the item, we will inform you of whether you have the right to a refund of the amounts paid. The shipping costs will be borne in full by the client. The refund will be made as soon as possible and, in any case, within 30 days from the date on which you informed us of your intention to withdraw. However, we may withhold the refund until we have received the items, or until you have supplied evidence of having returned the items, whichever is the earliest. The refund will always be made using the same payment method you used to pay for the purchase unless you prefer a voucher (at your choice). You will bear the cost and risk of returning the items to us, as indicated above. If you have any questions, you can contact us via our contact channels.

14.4 Returns of Defective Items

If you consider that the item does not conform to the contract at the time of delivery, you must contact us immediately via our contact channels, providing details of the item and the damage, via the chat on the website or via our official social media accounts.

You may return the item at any of our ZARA stores in the Republic of Ecuador or by giving it to a courier sent to your address by us.

We will thoroughly examine the returned item and inform you by email within a reasonable period whether a refund or replacement (if any) applies. The refund or replacement of the item will be made as soon as possible and, in any case, within 30 days of the date we confirmed to you by email that the refund or replacement of the non-conforming item applies.

Amounts paid for those products that are returned due to any existing fault or defect will be refunded in full, including the delivery charges incurred to deliver the item to you and the costs you may have incurred to return the item to us. The refund will be made using the same payment method you used to pay for the purchase unless a gift receipt is presented with the return. In this last case, the refund will be made using a ZARA credit voucher issued by Macromoda S.A.

In any case, this does not affect the rights recognized by existing legislation.

14.5 Exchange Policy

In cases where you consider that the size or color of the product purchased through www.zara.com/ec does not meet your needs, and without prejudice to the right of withdrawal that you have legally and contractually, you may request an exchange of size or color at any of the ZARA stores in Ecuador within a maximum period of thirty (30) days from the shipping confirmation, provided that the product is identical in price.

Macromoda S.A. will accept the exchange of items purchased through www.zara.com, in which case you must submit along with the item you wish to exchange the electronic ticket that you will have received attached to the shipping confirmation, which is also kept in your account on the website and in the Zara mobile application, and you must present it by showing it digitally through the screen of your mobile device or by bringing it printed.

Please note that the provisions of these Terms of Use and Purchase will not govern this new item, so the terms and conditions set forth on the back of the ticket that will be delivered to you will apply.

Notwithstanding the foregoing, if you prefer an exchange for a different garment, you must request a return following the procedure provided for that purpose and make a new purchase.

Important: According to current tax regulations, invoices issued to 'Final Consumer' (maximum \$50) do not meet the requirements to access our return and exchange policies. Therefore, any exchange and/or return will be processed with an invoice that includes details.

14.6 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 Ecuador 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 Ecuador. The items must have all their labels and be in perfect condition. Returns will always be accepted provided the garment has not been used and has all its inside labels, and provided the products have not been customized 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 recognized 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 (14.6).

15. GUARANTEES

If you contract as a consumer and user, we offer you guarantees about the items we sell via this website, under the lawfully established terms for each type of good. Therefore, we are responsible for non-conformities of goods that become apparent within a period of three (3) months for footwear and textiles, 30 days for jewelry, accessories and other items in the store, counted from the date of delivery.

It is understood that the items are in conformity with the contract provided that these (i) comply with the description given by us and possess the qualities that we have presented on this website, (ii) are fit for the purposes for which items of the same type are normally used, and (iii) show the quality and performance which are normal in items of the same type and which are reasonably expected. In this regard, if any of the items fail to conform to the contract, you must notify us by following the procedure in section 14.4 above and via any of the means of communication provided to that end.

Items sold by us, particularly handicraft items, will often show the natural characteristics of the materials used in the manufacture of the item. These characteristics such as grain, texture, knot and color variation will not be classed as faults or defects. Instead, these should be expected and

appreciated. We only select items of the highest quality, but natural characteristics are inevitable and

should be accepted as part of the individual appearance of the item.

16. LIABILITY AND DISCLAIMER

Unless expressly stated otherwise in these Terms, our liability in connection with any item purchased on our website will be strictly limited to the purchase price of that item.

However, and save for a legal provision to the contrary, we will not accept any liability for the following losses, irrespective of their origin:

- (i) Loss of revenue or sales;
- (ii) Loss of business;
- (iii) Lost profits or loss of contracts;
- (iv) Loss of anticipated savings;
- (v) loss of data; and
- (vi) loss 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 the information transmitted or obtained via this website unless otherwise expressly set out on this website.

Macromoda S.A. will not be liable for any actual, direct or indirect damages, lost profits, consequential damages, punitive damages or other damages for use of the website including if, during use, the user suffers cyber-attacks, damage to user's hardware or software, intermittent access, loss of information, exposure of financial data or any similar event.

17. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, registered trademarks and other industrial and intellectual property rights to the materials or content supplied as part of the website will remain at all times vested in us or our licensors. You may use such material only as expressly authorized by us or our licensors. This will not prevent you from using this website to the extent necessary to make a copy of your order details or contact details.

18. IRUSES, HACKING AND OTHER CYBER ATTACKS

You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs or any other program or material which is technologically harmful or malicious. You will not attempt to gain unauthorized access to this website, to the server which hosts this website or to any server, computer or database related to our website. You agree not to attack this website through a denial-of-service attack or a distributed denial-of-service attack.

By breaching this clause, you may commit a criminal offense under the applicable regulations. We will report any such breach of the regulations to the competent authorities, and we will cooperate with the authorities to disclose the identity of the hacker. Likewise, in the event of breach of this clause, you will immediately cease to be authorized to use this website.

We will not be liable for any damages or loss resulting from a denial-of-service attack, virus or any other software or material which is technologically harmful or malicious to your computer, IT equipment, data or materials resulting from use of this website or from the downloading of contents from this website or of contents to which this website redirects.

19. LINKS FROM OUR WEBSITE

In the event that our website contains links to third party websites and materials, such links are provided exclusively for information purposes, and we do not have any control whatsoever over the content of such websites or materials. Therefore, we accept no liability whatsoever for any loss or damage arising from the use thereof.

20. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications that we send to you should be in writing. By using this website, you accept that the majority of such communications with us will be electronic. We will contact you by email or provide you with information by posting notices on this website. You agree to use this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we send to you electronically comply with the legal requirement to be in writing. This condition will not affect your statutory rights.

21. NOTICES

Notices given by you to us must be sent via the chat on the website or via our official social media accounts. In accordance with clause 20 above and except as otherwise specified, we may send communications to either the email or postal address provided by you when placing an order.

Notices will be deemed received and correctly made immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. To prove that the notice has been made, it will be sufficient to prove, in the case of a letter, that the letter was correctly addressed, correctly stamped and was properly placed in the post and, in the case of an email, that the email was sent to the specified email address of the addressee.

22. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The contract is binding on you and us, as well as on our respective successors and assigns. You may not transfer, assign, charge or otherwise transfer the contract, or any of the rights or obligations arising under it, without having obtained our prior written consent.

Zara may transfer, assign, charge, subcontract or otherwise transfer the contract, or any of the rights or obligations arising under it, at any time during the term of the contract. For the avoidance of doubt, such transfer, assignment, charge or other transfer will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit the guarantees, both express and implied, which may have been provided by us to you.

23. EVENTS OUTSIDE OUR CONTROL

We will not be liable for any failure to perform, or delay in performance of, any of the obligations undertaken when it is caused by events outside our reasonable control ("Force Majeure Event").

Force Majeure Events will include any act, event, non-happening, omission or accident that is beyond our reasonable control and includes the following:

- a. Strikes, lockouts or other industrial action.
- b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- d. Impossibility of the use of trains, shipping, aircraft, motor transport or other means of public or private transport.
- e. Impossibility of the use of public or private telecommunications networks.
- f. Acts, decrees, legislation, regulations or restrictions of any government or public authority.

It will be understood that the obligations will be suspended for the period that the Force Majeure Event continues, and we will have an extension of time to fulfill said obligations for the duration of the Force Majeure Event. We will use all reasonable means to bring the Force Majeure Event to a close or to find a solution that enables us to fulfill our obligations despite the Force Majeure Event.

24. WAIVER

A failure by us to enforce strict performance of any of your obligations under the contract or these Terms, or failure by us to exercise the rights or remedies to which we are entitled under the contract or the Terms, will not constitute any waiver or limitation in connection with such rights or remedies, nor will it release you from compliance with such obligations.

No waiver by us of a right or a given remedy will constitute a waiver of other rights or remedies arising from the contract or the Terms. No waiver by us of any of these Terms or the rights or remedies arising from the contract will be effective, unless it is expressly established that it is a waiver and it is formalized and communicated to you in writing in accordance with the paragraph on Notices above.

25. SEVERABILITY

If any of these Terms or any provision of the contract are declared null and void by a final resolution given by a competent authority, the remaining terms and conditions will continue to be valid and unaffected by said declaration of invalidity.

26. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them comprise the entire agreement between you and us in relation to the subject matter of these Terms and supersede any other prior arrangement, agreement or promise between you and us whether oral or in writing.

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

Neither you nor we will have any remedy in respect of any untrue statement made by the other party, whether oral or in writing, prior to the date of the contract (unless such untrue statement was made fraudulently) and the other party's only remedy will be for breach of contract in accordance with these Terms.

27. OUR RIGHT TO VARY THESE TERMS

We reserve the right to amend the Terms and Conditions. We will keep you informed if any substantial change is made thereto. The changes introduced will not be retroactive unless this is required by law.

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

28. GOVERNING LAW AND JURISDICTION

The use of our website and the contracts for the purchase of items through the website will be governed by Ecuadorian law.

Any dispute arising out of or in connection with the use of the website or with such contracts will be subject to the jurisdiction of the courts and tribunals of the city of Quito, Republic of Ecuador.

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

29. FEEDBACK, SUGGESTIONS, COMPLAINTS AND CLAIMS

We welcome your feedback and suggestions. Please send feedback and suggestions and any questions, complaints or claims to us via our contact channels.

Your complaints and claims made to our customer service will be addressed as soon as possible and, in any case, in the legally established timeframe. In addition, these will be recorded with a case number that we will provide to you, and which will allow you to monitor the status of these.

Standard Withdrawal Form

(Only complete and submit this form if you wish to withdraw from the contract)

For the attention of Macromoda S.A. acting under the trade name ZARA, with its registered address at Av. De Los Shyris N34 y Holanda, Edificio Shyris Center, Piso 7.

I hereby inform you that I withdraw from my contract of sale for the following item:

Ordered on/received on (*):

Name of the consumer:

Address of the consumer:

Signature of the consumer (only if this form is presented in paper form) Date:

(*) Delete as appropriate