

CONDITIONS OF PURCHASE AND USE WWW.ZARA.COM

1. INTRODUCTION

This document (along with all documents mentioned) establishes the terms and conditions governing the use of this website (www.zara.com) and the purchase of products on it (the “Terms and Conditions”), regardless of the application, digital media, support 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”) before using this website. By using this website or placing an order via the website, you are consenting to these binding Terms and Conditions and to our Privacy and Cookies Policy. If you do not agree with all the Terms and Conditions and with the Privacy and Cookies Policy, you should not use this website.

If you have any queries regarding the Terms and Conditions or Privacy and Cookies Policy, you can contact us using 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

Items are sold via this website under the name of ZARA by ZARA ESPAÑA, S.A., a Spanish company with head office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered in the Companies Register of A Coruña (Volume 929, General Section, Folio 153, Page C-2751, Registry 1) and with tax identification number (NIF) A-15022510, telephone no. +34 900 814 900 and email address info-es@zara.com.

3. YOUR INFORMATION AND VISITS TO THIS WEBSITE

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

4. USING 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 your email address, postal address and/or other contact information truthfully and correctly. You also consent to our using this 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 process your order.

We reserve the right to prevent you from accessing our website or to terminate your account if your behaviour constitutes a breach of these terms and conditions or any applicable law.

When placing an order on our website, you declare to be over 18 years old and legally able to enter into a contract.

5. SERVICE AVAILABILITY

The items offered through this website are only available for delivery in Spanish territory.

If you wish to place an order from another country via this website, you may, of course, do so. However, please note that we only offer delivery to one of the ZARA or Kiddy's Class stores in Spain or to a delivery address in Spain.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchase procedure and click on "Authorise Payment". After this, you will receive an email acknowledging the receipt of your order (the "Order Confirmation"). Likewise, we will 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 concerning the personal data provided during the purchase process by contacting customer service at the phone number +34 900 814 900, the chat available on the website, via social media (on Facebook and Twitter) or via WhatsApp, as well as exercise your right to correction established in our Privacy and Cookies Policy by writing to dataprotection@zara.com.

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 detect an error in your order after the completion of the payment process, you should immediately contact our customer service department via the telephone number or the email address above to rectify 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 paid amount.

9. DELIVERY

Before placing the order, you shall select the delivery method that best suits your needs. Unless we agree otherwise, we shall send you the order consisting of the product(s) listed in each Shipping Confirmation without any undue delay and no later than within 30 calendar days of the date of the Order Confirmation.

Please take into consideration that there are circumstances arising from customisation of the products or unexpected or extraordinary circumstances that may affect the delivery date.

We will send e-gift cards on the date indicated by you when placing the order.

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. Please remember that, except in exceptional cases, we do not home deliver 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 Conditions, it shall 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 purchase at the agreed delivery address.

The e-gift card will be understood to have been delivered as established in the Gift Card Terms and Conditions of Use, and in any case, on the date it was sent to the email address indicated.

10. FAILURE TO DELIVER

If we are unable to deliver your order, we will try to find a secure place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. 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 at the delivery location at the time of delivery, please contact us to arrange for the delivery to be made another day.

In the event that the order has not been delivered for reasons not attributable to us, we will get in touch with you and, if thirty (30) days after we have placed the item at your disposal you have not collected it or you refuse to receive it, it will be considered abandoned. For more information, you can get in touch with us through our Customer Service channels.

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

11. INSTANT DELIVERY

If you chose for your order to be delivered in store using our "Instant Delivery" service, your order may be delivered to the store selected by you for delivery before the deadlines indicated on our website. For this purpose, once the order has been prepared, we shall contact you to inform you that your order is ready for collection. You can collect your order personally (you will need to show your order number or Identity Card) or appoint another person to collect the order in your name, in which case the person must present the order number along with their Identity Card (that is, the appointed person's Identity Card).

The sale of items using our "Instant Delivery" service, when they are collected in ZARA or Kiddy's Class stores, will be carried out by ZARA ESPAÑA, S.A, a Spanish company with registered offices at Avda. de la Diputación, Edificio Inditex, 15143, Arteixo (A Coruña), and registered at the Commercial Registry of A Coruña, in Volume 929, General Section, Folio 153, Sheet C-2751, 1st entry, and with tax identification number A-15022510. Likewise, when items are collected in Kiddy's Class stores, the sale will be carried out by KIDDY'S CLASS ESPAÑA, S.A. a Spanish company with registered offices at Avda. de la Diputación, Edificio Inditex, 15143, Arteixo (A Coruña), and registered at the Commercial Registry of A Coruña, in Volume 1065, General Section, Folio 119, Sheet C-4755, 1st entry, and with tax identification number A-15388366.

If you make the purchase using our "Instant Delivery" service, these Conditions shall also apply, without prejudice to any other regulation that may be applicable.

12. PRE-SALE OF ITEMS

In the case of purchasing of pre-sale items, they will be delivered to the address selected by you within the time lines indicated on our website.

Please note that some of these items are subject to longer delivery times, which will be shown on the website and, in any case, will be delivered within a maximum of 30 days from the date of the Order Confirmation.

In the case of mixed orders consisting of products corresponding to the regular purchase process and pre-sale products ("Mixed Orders"), you can order the items in the same order but they may be delivered separately and following different time lines.

Once the pre-sale products have been prepared, we will contact you to inform you that they are being shipped ("Shipping Confirmation").

You have the right to withdraw from the contract within 14 calendar days without giving any reason. In the case of Mixed Orders, the withdrawal period shall expire 14 calendar days after the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the last of the goods.

The foregoing is without prejudice to your contractual right of withdrawal of 30 days from the Shipping Confirmation that you will receive for each of the goods that may be delivered separately in the case of Mixed Orders.

If you purchase a pre-sale product, all the provisions contained in these Terms and Conditions shall also apply to you.

13. TRANSFER OF RISK AND PROPERTY

You will be responsible for risk related to the products from the moment they are delivered.

You will acquire ownership of the products when we receive payment in full for all amounts owed in relation to said products, including shipping costs, or at the time of delivery (according to the definition in clause 9 above) if the delivery takes place subsequently.

14. PRICE AND PAYMENT

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

Prices may be subject to change at any time, however (unless previously established) the possible changes shall not affect orders for which you have already received our 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 this, you should follow the steps of the purchasing process, filling out or verifying the information that is requested in each step. Additionally, during the purchase process, you will be able to modify the details of your order before making the payment. You may refer to a detailed description of the purchasing process in the Shopping Guide. Furthermore, if you are a registered user, a list of all the orders you have placed is available in the My Account section.

You may use Visa, Mastercard, American Express, Affinity Card, PayPal, Apple Pay, Android Pay and Bizum (subject to the availability and operation of each bank and its App). You can also can

pay for all or part of your purchase with a gift card or an e-voucher issued by Fashion Retail, S.A. However, if you place an order using one of the electronic devices available at certain ZARA or Kiddy's Class stores in Spain, you will, in some of these stores, be able to pay using any of the payment methods available in those stores.

Please note that Fashion Retail, S.A. with registered address at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain), registered in the Commercial Registry of A Coruña, Volume 3425, Page 49, C47731, and with Tax Identification Number A-70301981, will conduct all charges and, where applicable, refunds relating to payments through this website, on behalf of Zara España, S.A.

Please note that the "Size exchange" option will only be available when using any of the following payment methods: American Express, Affinity Card, MasterCard and VISA.

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

To minimize the risk of unauthorized access, your credit card information 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.

15. PURCHASE AS A GUEST

This website also allows you to shop as a guest. In this purchase mode, you will be asked only for the basic information needed to process your order.

After the purchase process is complete, you will be given the option of registering as a user or continuing as a non-registered user.

16. VALUE-ADDED TAX AND INVOICING

Pursuant to Article 68 of Law 37/1992, of 28 December, on Value Added Tax, the delivery of items shall be understood to be within Spanish VAT territory if the delivery address is in Spain, excluding the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be the legally applicable rate at the time, depending on the specific item.

VAT is not charged on deliveries to the Canary Islands, Ceuta and Melilla in accordance with Article 21 of Law 37/1992, without prejudice to the application of taxes and duties in accordance with the regulations of each of these territories. You expressly authorise us to issue the invoice in electronic format, and you will be able to inform us at any time if you wish to receive an invoice in paper format, in which case the invoice shall be issued and sent to you in this format. You may request this by contacting our customer service, through any of the means made available to you and free of charge.

17. RETURN POLICY

17.1 Legal right to cancel the purchase

Right of withdrawal

If you are entering into a contract as a consumer and user, you have the right to withdraw from the contract within 14 calendar days without giving any reason.

The withdrawal period will expire after 14 calendar days from when you or a third party designated by you, other than the courier, came into material possession of the goods or if the goods that make up your order are delivered separately, within 14 calendar days from when you or a third party designated by you, other than the courier, came into material possession of the last item of the goods.

To exercise your right of withdrawal, you must notify ZARA at Avenida de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), on +34 900 814 900, via the chat available on the website, via social media (Facebook and Twitter) or via WhatsApp, of your decision to withdraw from the contract by means of an unequivocal statement (for example, a letter sent by post or 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 should withdraw, we will refund all payments, including delivery expenses to the initial address (except additional expenses if you have chosen a form of delivery other than the less expensive ordinary delivery we offer), with no undue delay and, in any case, no later than 14 calendar days after the date you inform us of your decision to withdraw from this contract. We will make the reimbursement using the same payment method used for the initial transaction, unless you indicate otherwise by expressly detailing the payment method by which you would prefer to receive the reimbursement. No cost shall be incurred as a result of the refund. 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 ZARA or Kiddy's Class store in the same country or region in which you have made your purchase, at any authorised drop point., or request a return on our website via courier, without undue delay and, in any event, in a maximum period of 14 calendar days from the date you inform us of your decision to withdraw from the contract. The deadline shall be considered to have been met if the goods have been returned before the period has expired.

Unless goods are returned to a ZARA or Kiddy's Class store in Spain, or at an authorised drop point, you should bear the direct costs of returning the goods.

You shall only be held responsible for decreasing the value of the goods if it is as a result of any handling which is not necessary for establishing the nature, characteristics and function of the goods.

17.2 Contractual right of withdrawal

In addition to the consumer's and user's legally recognised withdrawal right mentioned in clause 17.1 above, we grant you a period of 30 days from the date of Shipping Confirmation to return any products (except those mentioned in clause 17.3 below, regarding those excluded from the right to withdraw). Gift Card returns are governed by the Gift Card Conditions of Use.

In the event of products returned within the contractual time frame of the right of withdrawal, but once the legal time frame has expired, only the price paid for the products will be reimbursed. You shall bear any direct costs for returning the product when you do not return them to a ZARA or Kiddy's Class store in Spain or at an authorised drop point.

You may exercise your right to withdraw pursuant to clause 17.1 above. However, if you inform us of your intention to withdraw from the contract after the legal withdrawal period has expired, you should in any event deliver the goods to us in a period of 30 days from the Shipping Confirmation.

17.3 Common provisions

You will not have the right to withdraw from a contract whose purpose is to supply one of the following products:

- Personalized items.
- Sealed music CDs/DVDs that have been unsealed after delivery.
- Products sealed for health or hygiene reasons that have been unsealed after delivery.

Your right to withdraw from the contract only applies to those products returned in the same conditions in which they were received. Reimbursement will not be made if the product has been used to a greater extent than simply handling the item upon opening it, for products that are not in the same condition in which you received them or if the items have suffered any type of damage, and as such you should be careful with the item or items as long as they are in your possession. Please return the item using or including all its original packaging, instructions and other accompanying documents.

Returns can be made at any ZARA or Kiddy's Class store in the same country or region in which the purchase was made, at any drop point, or through a courier that we send to your home address. Please note that unless you return the item to a ZARA or Kiddy's Class store or a designated drop point, you will have to bear the direct cost of the return.

Returns at ZARA or Kiddy's Class stores:

You can return the products to us at any ZARA or Kiddy's Class store in the same country or region in which you made the purchase. In this case, you can go to any of these stores and bring the item and the e-receipt that you will have received along with the Shipping Confirmation, which is also available in your account on the website and the Zara mobile application. You can show the electronic receipt digitally on the screen of your mobile device or by printing it and bringing it to the store.

Drop point returns:

A "drop point" is a collection and delivery point for parcels used by the postal or courier service offering this service in your area. To request this return option, you must access the "My Account > Purchases > Returns" section of the website or App, and follow the steps provided. You can then use your location or address to find your nearest drop point, and which postal or courier service each location uses, and from this, you must select one. If you have made a guest purchase, you can request a return by accessing the link that appears in any of the emails we sent you about your order.

We will email you a QR code so that you can attach it to your parcel and leave it at the drop point. You can change the location of the drop point as long as the new one is used by the same postal/courier service, but you can't change the postal/courier service.

Send the item back in the same package in which you received it and follow the instructions in the "Returns" section of the website. If you no longer have the original packaging, you can return your items in any other packaging, as long as it is properly closed to prevent the items from getting lost.

Returns via courier:

You must contact us through our return request system so that we can arrange the collection from your home. If you no longer have the original packaging, you can return the goods in any packaging, as long as it ensures that the items are not lost, following the instructions in the "RETURNS" section of this website. If you made the purchase as a guest, you can request to return the products via post using the link that was sent to you along with the Order Confirmation. After verification, you will receive an email with a label, which must be attached to the package.

Please bear in mind that if you decide to return the items to us freight collect, we shall be authorised to charge you for any expenses that we may incur. Returns of orders placed by means of electronic devices available in certain ZARA stores in Spain and paid at the store checkout itself must be made, in all cases, at ZARA or Kiddy's Class stores in Spain.

Please bear in mind that, once the order has been delivered, in the event of exercising the legal or contractual right of withdrawal, when you are the one who organises the transport of the order, without this service having been offered by us, we cannot accept liability for the return package when it refers to causes not attributable to ZARA.

After examining the item, we will inform you if you have the right to a refund of the amount you paid. Delivery costs will only be reimbursed when the right of withdrawal is exercised within the legal time frame and all items included in the order in question are returned. The refund will be paid as soon as possible and in all cases within 14 days from the date on which you notified us of your intention to withdraw. However, 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. The refund will always be paid using the same payment method used to pay for your purchase, except when the return is made using a gift receipt. In this last case, the refund will be paid through a card or voucher. You shall bear the cost and risks that returning the products entails, as previously indicated. If you have any questions, you can contact us on our contact form or by calling +34 900 814 900.

If we receive an item after the stipulated deadline, in poor condition, with incorrect content or which, in short, does not meet the characteristics to be able to withdraw from the contract, you will not be entitled to a refund. We will contact you and if two (2) months after we make the item available to you you have not collected it or you refuse to receive it, we will not be liable for it and it will be considered abandoned. We will be entitled to charge you for the corresponding costs if it is possible to arrange the return of the parcel you were meant to receive.

Moreover, please remember that you will be liable for the contents of the return package when using any of the return options offered by ZARA. If there is an error regarding the contents of the

returned package that is not attributable to ZARA, you shall be liable for the relevant costs if it is possible to return the package to you.

Your rights and actions established by current legislation will not be affected in any of these cases.

17.4 Returns for the Canary Islands, Ceuta and Melilla

If you would like to exchange or return a product that has been delivered at the Canary Islands, Ceuta and Melilla, you can do so by going to any ZARA or Kiddy's Class store, as mentioned in this clause. If you are not able to do so, you should contact us by calling 900 814 900 to arrange collection of the product by us or by one of our representatives via a courier. Or you can return the product at your own expense.

17.5 Size exchange

In cases where you consider that the size of the product purchased does not meet your needs, and without prejudice to your legal and contractual right of withdrawal, you may request an exchange of size in the "Orders and Returns" section of the "My Account" section of this website, within 30 days from the Shipping Confirmation, and select the size for which you wish to exchange the first product purchased, provided that (i) it is the same product, (ii) it is of an amount equal to or greater than the first product purchased (in this case, the price difference will not be passed on to you) and (iii) certain means of payment have been used (for more information, please refer to Clause 14 of these Terms and Conditions). Please note that this option will only be displayed when the above conditions are met.

Once you have requested the size exchange and selected the delivery method from those indicated below, you must deliver the product (i) at any of the ZARA or Kiddy's Class stores in Spain; (ii) via a courier that we will send to your home; or (iii) to an authorised drop point. In any case, you must deliver the product without undue delay and no later than 14 calendar days from the date of the Exchange Request on the website. None of the three options will entail any additional cost to you.

In the case of deliveries to any ZARA or Kiddy's Class store in Spain you must provide the product 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. In case of deliveries by courier organised by us, if you no longer have the original packaging, you can return the goods in any packaging, as long as this ensures that the goods are not lost, following the instructions in the "Orders and returns" section of this website.

Whether you have selected delivery at any of the ZARA or Kiddy's Class stores in Spain or through a courier that we will send to your home address, we will send you the new order consisting of the product the size of which you have selected again within 2-3 working days from the request for exchange and, in any case, within a maximum period of 30 days from that date. This option will be at no additional cost to you. This new order shall be governed by the provisions of the Terms and Conditions of Purchase, including the exercise of the right of withdrawal.

Remember that, once 14 days have elapsed since the Exchange Request on the website, and you have not returned the product purchased in the first place by the means that ZARA makes available to you, we will be authorised to charge you for the costs corresponding to the new order placed, subject to the provisions of the Terms and Conditions of Purchase.

17.6 Return of faulty products

In cases where you consider that the product does not correspond to the contract at the time of delivery, you should contact us immediately using our contact form and providing us with the product information as well as the damage it has suffered, or you can call us on +34 900 814 900 for advice on how to proceed.

The product can be returned at any ZARA or Kiddy's Class store in the same country or region in which the purchase was made or by handing it over to a courier that we will send to your home address when you request collection.

We shall examine the returned product carefully and inform you via email within a reasonable time limit as to whether you are entitled to a reimbursement or replacement of the item (where appropriate). The return will be processed or the item will be replaced as soon as possible and, in all cases, within 14 days of the date on which we send you the email confirming that the item can be returned or replaced.

The amounts paid for items returned due to a faulty or defective nature will be reimbursed in full when the items are determined to be truly defective, including shipping fees incurred for delivering the item and the costs that you have incurred to return it to us. The refund shall always be made via the same payment method you used to complete the purchase, except when a gift receipt is presented for the return. In this last case, the refund will be made using a ZARA card or voucher issued by Zara Retail, S.A.

In any case, the rights recognised by current legislation shall remain unaffected.

17.7 Right of withdrawal and returning orders from abroad.

If you have placed an order through this website from a Member State of the European Union other than Spain, clauses 17.1, 17.2, 17.3, 17.4 and 17.5 above will apply with the restriction that the return through a courier organised by us can only be made from the original delivery address in Spain.

We also inform you that under no circumstances (with the exception of the provisions of clause 17.6 to which clause 17.7 does not apply) will we be obliged to reimburse you for shipping costs other than those corresponding to the original delivery address in Spain or for return costs from a destination outside of Spanish territory.

18.ZARA EDITED

ZARA EDITED. This website includes a specific ZARA EDITED section where, in accordance with the section's terms and conditions, you can customise certain products by selecting your own texts and characters. You will find more information about this service in the relevant section.

Please bear in mind that, due to technical issues or other matters beyond our control, the colours, textures and actual sizes may differ to those shown on screen. Please also be aware that because these are customised garments, they cannot be returned or exchanged.

You guarantee that you are authorised to use the texts and other elements that form part of the customisation of the products. Although we reserve the right to refuse your customisation or cancel orders for customised products due to failure to comply with these conditions, you will be solely responsible for the customisation requested. We may refuse your customisation or cancel orders

for customised products if the customisation includes or consists of inappropriate content, property belonging to third parties, or other illicit material.

We assume no responsibility for and we undertake no obligation to verify the texts or other elements included in the customisation created by users of this service. We do not guarantee the lawfulness of said texts or other elements and we therefore take no responsibility for any loss and/or damage arising for any user(s) and/or third parties (whether these are individuals or public or private bodies) directly or indirectly derived from the use of the ZARA EDITED section or that have any direct or indirect relation to the section and/or its products.

19. WARRANTY

If you contract as a consumer and user, you have a right to corrective remedies, free of charge, in the case of non-conformity of the goods. We offer warranty for the products marketed through this website, in the terms legally established for each type of product, responding, therefore, for the lack of conformity of the product manifested within a period of three years from the delivery of the product.

Products are understood to conform with the contract when (i) they fit our description and have the qualities we have presented on our website, (ii) they are fit for the purpose for which goods of the same description would ordinarily be used and (iii) they have the quality and features which would reasonably be expected from goods of the same description. 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 17.6 above and through any of the means of communication established for that purpose.

The products we sell, especially handmade products, may sometimes present 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, you should expect and appreciate them. 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.

Our commercial guarantee will not affect your rights under applicable legislation.

20. LIABILITY AND EXEMPTION FROM LIABILITY

Unless expressly stated otherwise in these Conditions, our liability relating to any product acquired on our website is strictly limited to its purchase price.

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;
- (i) (iii) lost profit or lost 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.

21. INDUSTRIAL AND INTELLECTUAL PROPERTY

You agree to and recognise that all copyright, registered trademark and other industrial and intellectual property rights for the material and content provided as part of the website belong to us or to those who grant us licence for its use. 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.

22. VIRUSES, PIRACY AND OTHER CYBERATTACKS

You shall not misuse this website by deliberately introducing a virus, Trojans, worms, logic bombs or any other programme or material which is technologically harmful or damaging. 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.

Breaching this Clause may lead to offences as described in applicable legislation. We will inform the competent authorities of any breach of said regulations 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.

23. LINKS FROM OUR WEBSITE

In the event that our website contains links to other third party websites and material, these links shall be provided for information purposes only, and we do not have any control over the content of these websites or materials. Therefore, we will accept no liability for any loss or damages arising from their use.

24. WRITTEN COMMUNICATIONS

Applicable legislation requires part of the information or communications which we send you to be in writing. By using this website, you accept that most of our communications with you will be electronic. We will email you or

we will provide information by posting notices on this website. For contractual purposes, you agree to use these electronic means of communication and acknowledge that all contracts, notifications, information and other communications that we send you electronically comply with the legal requirement that these be in writing. This does not affect your legal rights.

25. NOTIFICATIONS

The notifications you send us should be sent by calling us on +34 900 814 900, via the chat available on the website, via social media (Facebook and Twitter) or via WhatsApp. In accordance

with the above Clause 24 and unless otherwise stipulated, we may send you communications either to your email address or to the postal address provided when you place an order.

The notifications will be understood to have been received and to have been issued correctly as soon as they are published on our website, 24 hours after sending you an email or three days after the postmarked date of any letter. Proof that the notification has been sent shall only require, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a post box, and in the case of an email, that the notification was sent to the e-mail address specified by the recipient.

26. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

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

We may transmit, cede, pledge, subcontract or in any other way transfer a contract or any of the rights or obligations arising from it at any time during the lifetime of the contract. To avoid any ambiguity, such transmissions, cessions, pledges or other transfers will not affect any of your legally recognised rights as a consumer, nor will they cancel, reduce or limit in any other way any explicit or tacit guarantees we may have given you.

27. EVENTS BEYOND OUR CONTROL

We shall not be held liable for any breach or delay in complying with any of our assumed obligations when they arise from events which are out of our reasonable control ("Cause of Force Majeure").

Force Majeure includes 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.
- a. d. Impossibility of use of trains, ships, aircraft, motorised transport or other means of transport, public or private.
- e. Impossibility of use of public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations or restrictions by any government or public authority.

Our obligations will be understood to be suspended while the
Force Majeure

event is happening, and we will be allowed to extend the time in which our obligations must be fulfilled by a period as long as the duration of the Force Majeure event. We will use all reasonable means to bring the Force Majeure event to an end or find a solution that will let us fulfil our obligations despite the Force Majeure event.

28. WAIVER

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you under a Contract or these Conditions, or a lack of exercising on our part of the rights or actions that correspond to us under this Contract or the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said 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. No waiver by us of any of these Terms and Conditions or to the rights or actions derived from a contract will take effect unless expressly stipulated that it is a waiver of rights and it is formalised and communicated to you in writing pursuant to the provisions of the Notices section above.

29. PARTIAL NULLITY

If one of these Conditions or any of the contract provisions is declared null and void by a final and unappealable decision made by a competent authority, the remaining terms and conditions shall remain in force, and unaffected by this declaration of invalidity.

30. FULL AGREEMENT

These Conditions and any document expressly referenced herein constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing.

We both recognise that we have entered into 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 party 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.

31. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions. Any changes introduced will not be retroactive.

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

32. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and contracts for purchasing products through said website shall be governed by Spanish legislation.

Any dispute that arises because of or is related to the use of the website or with said contracts will be subject to the non-exclusive jurisdiction of the Spanish courts.

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

33. 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. Official complaint forms are available for consumers and users. You can request one by calling +34 900 814 900 or via our contact form.

You can also send your complaints and claims using our contact channels or by email to info-es@zara.com. They will be handled by our customer service department as soon as possible and, in any case, within the legally established period. Additionally, they will be registered with an ID code that we will make available to you so that you can track them.

If, as a consumer, you believe that your rights have been violated, please direct your complaints to the email address info-es@zara.com, and request an extrajudicial dispute settlement.

In this regard, if the acquisition between you and us was carried out online using our website, in accordance with EU Regulation No. 524/2013, we hereby inform you that you are entitled to request an out-of-court settlement to consumer disputes through the website <http://ec.europa.eu/consumers/odr/>.

34. CONTACT

Please note that the email info-es@zara.com is enabled to offer easy and direct access to the identification details of ZARA ESPAÑA, S.A. as the company marketing goods, and so that you can file any complaints or claims you deem necessary.

To send comments, suggestions, queries or any other matter different to the above, you can use our usual contact channels, that is: the telephone number +34 900 814 900, the chat available on the website, social media (Facebook and Twitter) or WhatsApp.

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

Last updated: 01 February 2023

Withdrawal form (You only need to fill in and send

this form if you wish to withdraw from the contract)

For the attention of ZARA España, S.A., operating under the commercial name ZARA, with address at Avda. de la Diputación, Edificio Inditex, 15143, Arteixo (A Coruña), Spain, and with email address info-es@zara.com.

I hereby notify you of my withdrawal from the sales contract regarding the following good:

Ordered/received (*):

Customer name:

Customer address:

Consumer signature (only if this form is submitted in paper)

Date:

(*) Cross out any which are not applicable

TERMS AND CONDITIONS OF USE OF THE FEATURES OF THE 'ZARA' APP

These terms and conditions of use (hereinafter, the “Terms and Conditions”) govern, for specific and additional purposes to the Terms and Conditions of Use and Purchase of www.zara.com, the access and use of the services and features available on the App (as defined below) of the ZARA brand.

The features of the App include: (i) the option to purchase products via the App, which is considered an Online Store purchase and, therefore, is subject to the Terms and Conditions of Use and Purchase of www.zara.com; (ii) the option to manage payments for purchases (hereinafter, “Wallet”) made in physical ZARA stores (hereinafter, and according to the corresponding reference, “Physical Store” or “Physical Stores”); (iii) the option to manage purchase receipts from purchases made at ZARA online stores (hereinafter, “Online Store”), both being operated in Spain by Zara España, S.A., with tax number A-15022510 and business address Avenida de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña); (iv) as well as the option to obtain an e-receipt or the proof of purchase in electronic form, the QR code of which may be shown in ZARA Physical Stores solely for this purpose.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1. Purchasing products on www.zara.com via the APP

The App allows customers to purchase products on www.zara.com, therefore the purchase is considered an Online Store purchase and is subject to the Terms and Conditions of Use and Purchase of www.zara.com. The customer must accept said terms at the moment of purchase.

1.2. Wallet Feature

The Wallet feature provides the following functions:

- i. Access to e-receipts** for purchases made in Physical Stores in cases where the payment is initiated with Wallet or those receipts that have been requested or generated in accordance with the provisions set out in paragraphs (iv) and (v) below. You will also have access to e-receipts from the Online Store;

- ii. Management of payment cards and gift cards:** enables cards that will be used for payment to be added for payments initiated using Wallet in Physical Stores. If there are cards that have already been saved through the online sales quick purchase option, these will automatically be available to be activated as the Wallet payment card.

By adding new card details, you authorise us to check the validity of your payment cards and gift cards, the details of which you wish to store, and which might include a charge being made to your card through the micropayment security system.

The amount of this micropayment will be refunded within a maximum period of one month from the transaction date. In addition to managing the cards themselves, depending on the security

mechanisms enabled on the device on which the App is being used, Wallet may ask you to generate a password to be associated with these.

- iii. Initiating payments through Wallet:** to manage payments with Wallet in Physical Stores authorised for this purpose, you must follow the instructions provided by the staff in the relevant store.

In any case, bear in mind that to initiate a payment through Wallet you must present the QR code generated by the App so the staff can check it and scan it using the technology in the till area of the Physical Store.

Depending on the security mechanisms activated on the device on which you are using the App, Wallet may request that you enter the Wallet Password to generate a QR code that will allow you to manage the payment.

For payments initiated through Wallet, you are reminded and accept that an e-receipt will be issued and that a paper receipt will not. When a payment in a Physical Store is initiated through Wallet, it will be charged to the card that you choose in the Service when initiating the payment.

The handing over of the items will take place when you authorise the payment initiation for the purchase of said items, through the presentation of the QR code to the store staff and the scanning of this code by the technology in the till area in the Physical Store.

Purchases where the payment was initiated through Wallet shall be governed unequivocally by the terms and conditions of purchase of the corresponding Physical Store. Therefore, any claim regarding the contract between you and the relevant Physical Store must be addressed to Zara España, S.A. or, if applicable in the specific case, for example, because it has been made in physical stores located in countries other than Spain, to the corresponding company, as the case may be. Wallet is a free service.

However, your card issuer may charge commission for payments made through this method. Check the terms and conditions with the card issuer for more information. Furthermore, your telecommunications service operator may charge for using the telecommunications network through which you access Wallet.

Check the terms and conditions with your network provider for more information. Wallet may only be used to initiate payments in the establishments indicated. The use of Wallet for other purposes is strictly prohibited.

We therefore reserve the right to delete a user and, to that effect, cancel their account and demand liability of the user who has carried out wrongful or fraudulent use of the service, or who does not comply with the regulations and procedures contained in these Wallet Terms and Conditions and/or other legal texts applicable to Wallet, the App and/or the Service.

- iv. **Receipt “scanning”:** from a paper format receipt, a digital copy may be generated by scanning the QR code that is printed on the receipt. From this moment on, you may make returns at Physical Stores using said receipt, under the applicable terms and conditions, according to the commercial policy of ZARA, and, in any event, in accordance with current legislation.

- v. **Receiving an e-receipt:** when paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable terms and conditions, according to ZARA's commercial policy, and, in any event, in accordance with current legislation.

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

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

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

1.3. Specific feature to acquire the e-receipt for your purchases in Physical Stores

If you are a registered user and have the App installed, but do not wish to register a card (Wallet feature), an exclusive QR code will appear automatically on the APP so that you can request the e-receipt or the proof of purchase in electronic form on the APP.

By using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the ZARA website.

2. AVAILABILITY OF THE SERVICES OFFERED BY THE APP

While always respecting applicable legislation, we reserve the right to modify, suspend or delete, at any time, at our discretion and without notice, whether of a general or particular nature for one or more users, a part or

all of the features of the ZARA App, as well as to modify, suspend or delete, under the same conditions, the availability in part or in whole of the Service.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we will not be liable for damages that you may incur due to the use of any of the features of the ZARA App.

You agree to use the ZARA App solely for the purposes for which it is intended, and therefore, not to carry out any wrongful or fraudulent use thereof, being liable to the Company or any third party for damages incurred from wrongful use of said App.

You will be liable in the following cases:

- a) where your equipment or terminals associated with the App, SIM cards, email addresses and/or any of the Passwords are used by a third party authorised by you without our knowledge.
- b) where errors or failures occur in your use of the features of the App as a consequence of a defective functioning of your hardware, software, devices or terminals or for not having set up the necessary security mechanisms on the device on which the App is being used.

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

Any of the elements that form part of, or are included in, the App or Wallet are the property of or are under the control of the Company or third parties that have authorised its use. This shall henceforth be referred to, in its entirety, as the "Property".

The user undertakes not to withdraw, suppress, alter, manipulate or make any modifications to:

- Notes, legends, indications or symbols that either the Company or legitimate title holders of the rights incorporate into their property in terms of intellectual or industrial property (such as for example, copyright, ©, ® y ™, etc.).
- Technical protection or identification devices that may contain the Property (such as, for example, watermarks, digital prints, etc.). The user acknowledges that, by virtue of these Terms and Conditions, the Company neither grants nor transfers to the user any rights whatsoever in respect of its Property or the property of any third party.

The Company only authorises the user to access and use these in accordance with the terms set out in these Terms and Conditions.

Users are not authorised to copy, distribute (including email and Internet), transmit, communicate, modify, alter, transform, cede or, in any other way carry out activities that entail commercial use of the Property, whether partially or wholly, without the express, written consent of the legitimate owner of the exploitation rights.

Access and use of the Property shall at all times be carried out for personal and non-commercial purposes.

The Company reserves all rights over the Property including but not limited to, all the intellectual and industrial property rights that it holds over the same.

The Company does not concede any other licence or authorisation of use to the user of its Property that is not expressly detailed in this clause. The Company reserves the right to terminate or modify at any time and for any reason the licences granted under these Terms and Conditions.

Notwithstanding, the Company may take legal action against any use by the user that:

- does not comply with the terms and conditions specified herein;
- infringes or violates the intellectual or industrial property rights or other similar rights of the Company or of any other legitimate third-party title holder; or infringes any applicable regulation.

Users are not authorised to copy, distribute (including email and Internet), transmit, communicate, modify, alter, transform, cede or, in any other way carry out activities that entail commercial use of the Property, whether partially or wholly, without the express, written consent of the legitimate owner of the exploitation rights.

Access and use of the Property shall at all times be carried out for personal and non-commercial purposes.

The Company reserves all rights over the Property including but not limited to, all the intellectual and industrial property rights that it holds over the same.

The Company does not concede any other licence or authorisation of use to the user of its Property that is not expressly detailed in this clause.

The Company reserves the right to resolve or modify at any time and for any reason, the licenses agreed to by virtue of these Wallet Conditions. Notwithstanding, the Company may take legal action against any use by the user that:

- does not comply with the terms and conditions specified herein;
- infringes or violates the intellectual or industrial property rights or other similar rights of the Company or of any other legitimate third-party title holder; or infringes any applicable regulation.