

TERMS AND CONDITIONS OF PURCHASE AND USE ZARA

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”).

Please read these Terms and Conditions carefully as well as our Privacy and Cookies Policy (“**Privacy Policies**”) 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 Policies. If you do not agree with all the Terms and Conditions and with the Privacy Policies, you should not use this website.

If you have any queries regarding the Terms and Conditions or Privacy Policies, you can contact us using our contact channels.

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

2. OUR INFORMATION

The sale of products through the website herein shall be executed by ITX ITALIA S.r.l., with registered offices in 20122 Milan, Largo Corsia dei Servi n.3, Tax Code and VAT No. 11209550158, MI Economic and Administrative Index (REA) n. – 1447159, email: info-it@zara.com. Contact information can be found in the Contacts section of the following site: www.zara.com.

3. YOUR INFORMATION AND VISITS TO THIS WEBSITE – SINGLE INDITEX ACCOUNT

The personal information or data that you provide us with shall be processed in accordance with the Data Protection Policy. By using the website, you authorise us to process the information and personal data herein, and declare that all the information and/or personal information provided is accurate and truthful.

By activating the “Single Inditex Account” functionality, you may use your user and password to access all the websites, in their various applications and supports, of the different commercial formats of the INDITEX Group in Italy (ZARA www.zara.com, ZARA HOME www.zarahome.com, PULL & BEAR www.pullandbear.com, BERSHKA

www.bershka.com, OYSHO www.oysho.com, MASSIMO DUTTI
www.massimodutti.com, STRADIVARIUS www.stradivarius.com and LEFTIES
www.lefties.com) (the “Brands”). Thus, you will be able:

- to access each website of the INDITEX Group’s Brands with the same user and password, without having to register previously at each of them;
- to share and keep the data included in “My Account” section, such as addresses or telephone numbers, updated. If you update any of them, you will only need to change them in one of the websites.

Please note that your orders will be viewed and managed, and any queries relating thereto will continue to be available on the website of each Brand exclusively. Likewise, the purchase conditions applicable to your purchases will be those displayed at each website, which you must have read through and expressly accepted before placing an order at any such websites.

If once activated, You no longer wish to have a Single Inditex Account, you must delete your account and continue purchasing on our website as a guest.

4. USING OUR WEBSITE

By using this website and/or by placing orders via this site, you hereby agree to:

- (i) make use of the website for legitimate consultation or orders only;
- (ii) not make false or fraudulent orders. Should we have plausible reason to believe that an order of such nature has been made, we shall be entitled to cancel it and inform the competent authorities;
- (iii) provide us with your correct e-mail address, mailing address and/or other contact details. Equally, you consent to us using the information herein to contact you (if necessary, please read the Personal Data Protection Notice).

Should we not be provided with all of the necessary information, we shall not be able to proceed with your order. In placing an order on this website, you confirm that you are of age (18 and over) and possess the legal right to enter into binding agreements.

5. SERVICE AVAILABILITY

The items offered through this website are available exclusively for delivery within Italian territory (with the exception of San Marino, Livigno, Campione d’Italia, and the waters of Lake Lugano).

It is possible to place an order from another European Union member state through this website. The related products can only be delivered within Italian territory to any ZARA store or to a residential/home address (with the exception of San Marino, Livigno, Campione d'Italia, and the waters of Lake Lugano).

6. METHOD OF CONCLUDING THE AGREEMENT

The information referred to in the Terms and Conditions hereto, and the details contained on the website herein shall not constitute an open offer, merely an invitation to conclude a contractual proposition. No agreement shall exist between us with regard to any product until your order has been explicitly accepted by us. Should your offer not be accepted and your account already debited, you shall receive the amount back in full.

To place an order, you shall follow the online purchase procedure and click on “ Authorize Payment”. Subsequently, you shall receive an email confirming the receipt of your order (the “**Order Confirmation**”). It shall be implied that the above does not mean an acceptance of your order, as it represents an offer made by you to us regarding the purchase of one or more products. All orders shall be subject to our approval, of which you shall be informed in an email confirming that the order has been shipped (the “**Shipping Confirmation**”). The details of the order shall be summarized in the electronic receipt attached to the Shipping Confirmation (the “E-Ticket”). The agreement between us regarding the purchase of merchandise (the “**Agreement**”) shall become effective only when the Shipping Confirmation is sent.

Only the merchandise indicated in the Shipping Confirmation shall be covered by the Agreement. We shall not be obliged to supply you with any other product that has not been ordered, unless it is confirmed that such a product has been shipped in the Shipping Confirmation.

7. AVAILABILITY OF PRODUCTS

All merchandise orders are subject to availability. Should the above occur and in the event of supply problems, or should the articles not be in stock, we shall reserve the right to provide you with information regarding substitute merchandise of an equivalent or higher quality and value, which you may decide to order. Should you decide not to place an order for any of these substitute products, we shall refund you any sum already paid.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from the website herein at any time and/or to remove or modify any of its material or content. Although we will always do our best to keep up with all orders, exceptional circumstances may arise, which oblige us to refuse the processing of orders once the Order Confirmation has been sent. We reserve the right to do so at any time.

We refuse to accept any liability for you or third parties for the removal of any product from the website herein, the deletion or modification of any material or content on the website, or for not processing an order following the Order Confirmation email.

9. DELIVERY

Without prejudice to the provisions of Article 7 above and with the exception of extraordinary circumstances, we shall endeavour to do everything within our discretion to ship the order(s) or the product(s) indicated in the relevant Shipment Confirmation by the date stated on the Confirmation therein or, where no delivery date is specified, within the estimated delivery time at the time of the selection of the delivery method and, in any case, no later than 30 days from the date of the Order Confirmation.

However, delays may occur for various reasons such as product customization, unforeseen circumstances, or the delivery area.

Regarding the virtual gift card, it will be sent by the date you indicated at the time of ordering.

Where, for any reason, we are unable to meet the delivery terms, we shall inform you and give you the option to continue with the purchase, while setting a new date of delivery, or to cancel the order with the subsequent refund of the corresponding amount paid. Please note that home delivery is not provided on Saturdays or Sundays, except for virtual gift cards, which will be delivered on the date specified by you.

For the purposes of the Terms and Conditions herein, the "Delivery" shall be deemed to have taken place or the order "delivered" to the buyer (either you or a third party designated by you), by the availability of stock or stock control, which shall be proven by the signature on the order receipt to the designated shipping 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.

9.1 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.

In the event that the "Instant Delivery" service is activated by the store in reference to your order, once it is prepared, we will contact you via email to inform you that your order is ready for pickup.

You can pick up your order in person (by presenting the order number and a form of identification) or through another person authorized to collect the order on your behalf. In this case, the authorized person must present the order number and a form of identification.

As this is a distance selling contract for goods, if your purchase was made through the "Instant Delivery" service, these Conditions, and any other applicable regulations, will apply.

9.2 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 by e-mail and/or SMS 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.

10. PRE-ORDERS AND MIXED ORDERS

Through this web site, where applicable, it is possible to place a pre-order of some items, to which these terms and conditions will apply.

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.

An order containing both items and products related to a pre-order ("Mixed Orders") may be delivered in multiple shipments. Therefore, you may receive the products from Mixed Orders separately and at different times, for which you will receive individual Shipping Confirmations. Please note that in the case of a return, the deadline granted to you for the return starts upon the physical acquisition of each product, taking into account the respective Shipping Confirmation, as governed by Article 15.1.

This article does not apply to the virtual gift card, the delivery of which is governed by the conditions set forth in the Gift Card Terms of Use and in the previous Article 9.

11. TRANSFER OF RISK AND PROPERTY OF PRODUCTS

Risk related to the products shall automatically be passed on to you from the moment the merchandise is delivered.

You shall acquire the ownership of the products as soon as we receive full payment of all the outstanding amounts, including delivery charges, or upon delivery (as defined in Article 9 above), where the above occurs at a later time.

12. PRICE AND PAYMENT

12.1 Price

The price of the merchandise shall be that which is indicated on our web site, unless there is a clear error. Whilst we do everything in our power to ensure that all prices that appear on the website are correct, errors may occur. Where we find pricing errors for the products you ordered, we shall inform you as soon as possible and shall give you the option to reconfirm your order at the correct price or to cancel it. Should we be unable to contact you, the order shall be cancelled and you shall be refunded the full amount paid.

We shall have no obligation to provide you with the product(s) at the incorrect lower price stated (even in case the Delivery Confirmation is sent) where the price error was obvious and unambiguous, and, therefore, where it was reasonably possible for you to identify the error.

The prices on the website shall be inclusive of VAT but exclusive of shipping costs, which shall be added to the total amount outstanding, as indicated in the “Help – Shipments” section of the website.

Prices shall be subject to change at any time; however (unless previously agreed), potential changes shall not affect the orders for which Order Confirmations have already been sent.

Once the items for purchase are selected, they shall be added to your shopping cart, with the next step being order completion and payment. To do this, you need to follow the purchase instructions, entering or verifying the information required at each step of the purchase process, asking for the invoice, if needed, according to the instruction indicated in the “Help” section of our website. Additionally, before payment, you can modify your order details during the purchase process. If you want, before placing the order, you can ask, if available, for a gift receipt (where price is not indicated) for the recipient of the item . Gift receipt cannot be used for obtaining the original refund. You will find a detailed description of the purchase process in the “Help” section of the website. If you are a registered user, a list of all your orders will be available in your "My account" section.

12.2 Payment

You can make payment using Visa, Mastercard, American Express, Apple Pay and PayPal. Additionally, you can pay for the entire purchase amount or part of it with a gift card issued by ITX Italia S.r.l.

To reduce the risks of unauthorized access, the card data will be encrypted. Upon receiving your order, we will perform a pre-authorization on your credit card to ensure that you have sufficient funds to complete the transaction. The charge to your card will be made when your order leaves our warehouses.

If PayPal is the chosen payment method, the charge will occur at the time of order confirmation.

Please be informed that Fashion Retail, S.A. with corporate seat at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain) registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, and tax identification number A-70301981 will collect and make refunds on our behalf in relation to all payments made through this

online platform.

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.

Credit cards shall be subject to verification and authorization by the issuing bank. Where such entity does not authorize payment, we shall not be liable for delay or non-delivery and we shall not be able to conclude any Agreement with you.

Payments and Orders via Electronic Devices

If you place an order using one of the electronic devices available in some ZARA stores in Italy, you will need to follow the online purchase procedure, completing or verifying the information required in each step. During the purchase process, before finalizing the payment, in accordance with the general purchase terms and conditions, you can modify the order details. You must then choose the preferred payment method, and if you wish, before finalizing the order, you can request a gift receipt (if the option is available). Please remember that the order will be binding according to the methods of contract completion outlined in these Conditions.

Payment can be made via Visa, Mastercard, or American Express, and the provisions described above regarding card validation checks and authorization will apply.

You may also be given the option to pay for the order at the checkout of the specified store, and in this case, your payment can be made according to the payment methods available in the store where you make the purchase.

13. 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.

14. VALUE-ADDED TAX

In accordance with current regulations, every purchase made through the website will be subject to Value Added Tax (VAT).

15. RETURN POLICY

15.1 Legal right of withdrawal

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), or by sending an email to info-it@zara.com, or even through the chat on our website, via social networks (Facebook and Twitter), via WhatsApp, of your decision to withdraw from the Contract through an explicit statement (for example, a letter sent by mail or email). For this purpose, you can use the attached standard withdrawal form, but it 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 withdrawal

Should you withdraw from the Agreement, all payments made to us, including the cost of delivery (with the exception of additional costs arising from your choice of the method of delivery other than the least costly method of standard delivery offered by us), shall be refunded to you without undue delay and, in any case, no later than in 14 days from the day when we are notified of your decision to withdraw from the Agreement. Such refunds shall be made using the same method of payment you used to make the initial transaction. In any case, you should not incur any costs as a consequence of such a refund. Without prejudice to the foregoing, the refund may be suspended until the receipt of the goods is received, or until the proof of returning the goods is supplied, whichever comes first.

You must return or deliver the products directly to us at any ZARA store in Italy 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 store in Italy, 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.

15.2 Contractual right of withdrawal

In addition to the right of withdrawal granted by the Law to consumers and users referred to previously in Article 15.1 we grant you a period of 30 days starting from the date of

the receipt of the Shipping Confirmation in which to return the goods (with the exception of the products indicated in the subsequent Article 15.3, which shall be excluded from the right of withdrawal). Gift Card returns are governed by the Gift Card Conditions of Use.

Should you return the products within the period for the exercise of the conventional right of withdrawal but following the expiry of the period for the exercise of the legal right of withdrawal, you shall only be refunded the amount paid for these products. Unless the goods are returned to any ZARA store located in Italy, you shall be liable for the direct costs incurred for returning the goods according to these Terms and Conditions.

You may exercise your right to withdraw pursuant to clause 15.1 above, and it is understood that if you inform us of your intention to withdraw from the Contract after the deadline for exercising the right of withdrawal by law, you must, in any case, return the goods to us within 30 days from the date of receipt of the Shipping Confirmation.

15.3 Common provisions

You may not exercise the right to withdraw from the Agreement where the supply of one or more of the following products is concerned:

- Personalised merchandise
- Music CDs/DVDs without the original packaging
- Sealed items that cannot be returned for reasons of hygiene and that have been opened following the delivery.

Your right of withdrawal from the Agreement shall apply exclusively to the products returned in the same condition in which they were received. Please note that in the event of a return, you are responsible for the contents of the returned package. No refund will be issued, regardless of the return options you choose if: i) the received package contains an incorrect and/or different item from the ordered or return product, ii) the product has been used beyond mere opening, and iii) the products are not in the same condition as they were delivered or if they are damaged. We therefore request that you take care of the products while they are in your possession. Please return the merchandise in its original packaging, or include the returned package, along with the instructions and other documents, where present, which accompany the products.

You may return any product free of charge to any ZARA store in Italy or request a collection via a forwarder / courier that we will send to your home, at a potential fixed delivery cost at your expense, as the case may be, as specified in our policy returns described on the product detail page and in the " RETURNS" section of our website

In the event mentioned in the previous paragraph i), that is, in case of an error in the contents of the returned package, we reserve the right to charge you transportation costs if it is possible to manage and return the received package to your attention.

(a) Returns at ZARA stores:

You can return the product at any ZARA store located in Italy that has the same department of products related to the item you wish to return. In this case, you must personally visit the store and deliver the item along with the electronic receipt you received along with the Shipping Confirmation, which you will also find available in the "My Account" section of the website www.zara.com and the ZARA application. You can present the electronic receipt either in digital format through the screen of your phone or in paper format. You can also return ZARA HOME products purchased through this website at any ZARA HOME store in Italy, following the same procedure outlined here.

(a1) Returns of items ordered via electronic devices in-store, paid at cash desk

You may return items ordered via electronic devices available in some ZARA stores in Italy and paid for at the store's checkout where the order was placed, exclusively by visiting ZARA stores in Italy. Return methods listed below in point b), or any other method, are excluded.

(b) Returns using any authorized drop points in Italy.

You may return products at any of the authorized drop points in Italy which you can find in the "My Purchases" section under "My Account" on the website. For each return request, you will be charged a fixed amount as a return cost, according to the return policy described on the product detail page and in the "Support" section of our website. We will deduct this cost directly from the refund of the amount paid for the returned items. In order to return items, please select the "Drop point return" method from the aforementioned section. We will then send you a return label via email that you must stick to the package before bringing the package to your local post office or to the drop point you chose. You must leave the item in the same package in which you received it and follow the instructions in the "Help" section under "My Account" on the website or in the email itself.

(c) Returns via courier:

You should contact us through our web form to arrange for the product to be collected at your home address. You should send the product in its original packaging and follow the directions on the "RETURNS" section of this website. If you have purchased as a guest, you can ask the return by courier contacting us through our customer services. For each return request, you will be charged a fixed amount as a return cost, according to the return policy described on the product detail page and in the "Support" section of our website. We will deduct this cost directly from the refund of the amount paid for the returned items.

Please bear in mind that if you decide to return the items to us freight collect, we shall be authorized to charge you for any expenses that we may incur. In this case, you must return the product along with the E-Ticket you received with the Shipping Confirmation. Please note that if you choose to return the products using the "cash on delivery" method, we will be authorized to charge you the related costs.

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. You shall bear the cost and risks that returning the products entails, as previously indicated.

For any questions, you can contact us through the customer support channels indicated in the "contact" section of our website.

15.4 Size exchange

Save for what provided above, 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 without additional costs of delivery for the new item, provided that you return the original product in the same conditions in which it was delivered, without damages and within the terms set forth in these Terms and Conditions. You may ask for an exchange of size in the "Orders and Returns" section of the "My Account" section of this website. You shall 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 onto you) and (iii) the payment has been made a Visa, Mastercard, or American Express credit card - and no other payment methods such as PayPal and gift cards were used - you may proceed with the size exchange request. Please note that the size exchange option will be visible as available only if all 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 at any of the ZARA stores in Italy or via a courier that we will send to your home according to the provision of article 15.3 (b). 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 store in Italy you must provide the product along with the e-receipt received with the original product. In case of deliveries by courier organized by us, you can return the goods following the instructions in the "Orders and returns" section of this website.

Once you have selected the return method, 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 authorized to charge you for the costs corresponding to the new order placed, subject to the provisions of the Terms and Conditions of Purchase.

15.5 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.

In order to allow us to check the item, you shall return it at the address indicated in the electronic document received by e-mail together with the Shipping Confirmation or at any ZARA store in Italy. We will examine carefully the returned item and we will inform you, in a reasonable time limit, the result of such examination.

In case of lack of conformity, we will provide you with a full refund or we will replace the product (depending on the circumstances), unless you require otherwise and provided that your request is feasible and/or not excessively burdensome for us pursuant to applicable legislation. The refund or replacement of the merchandise shall be carried out as soon as possible and, in any event, within 14 days from the date on which we confirm a refund or a replacement of the unsuitable article.

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.

These provisions do not limit any applicable statutory consumers rights.

15.6 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 Italy, clauses 15.1, 15.2, 15.3 and 15.4 above will apply with the restrictions that the collection by a courier commissioned by us can only be made from the original delivery address within Italy.

At the same time we would like to inform you that we are under no circumstances (with exception of clause

15.5 to which this clause does not apply) obliged to pay shipping costs to destinations other than the original delivery address nor the return costs from destinations outside Italy.

16. ZARA EDITED – PERSONALIZED ITEMS

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.

17. WARRANTY

All Items sold through this website are covered by legal guarantee provided by law in favor of consumers, to cover any lack of conformity existing at the time of delivery of that products.

Legal guarantee covers any lack of conformity of items detected within two years from their delivery.

Pursuant to the applicable legislation, there is a lack of conformity if, for example, the product you have purchased (i) does not comply with the description provided and does not possess the qualities shown in this website; (ii) is not suitable for the purposes for which items of their kind are normally used; (iii) doesn't have the quality and performance which are normal in items of the same type which can reasonably be expected, taking into account that kind of product and, where appropriate, its specific features. To the fullest extent permitted by law, but without excluding anything that may not lawfully be excluded in case of consumers and users, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website.

In case of lack of conformity of items, in the cases and within the terms provided for by the applicable legislation, you are entitled to have the goods restored to conformity with the contract, where possible, or to the other remedies stated, free of charge. If you believe that one or more of the purchased products show any lack of conformity, please contact us

through the contact information available on this website; we remind you that in this case it will be necessary to return us the defective goods.

18. LIABILITY AND EXEMPTION FROM LIABILITY

Unless contrary to what is stipulated in the Terms and Conditions herein, our responsibility for the products purchased on our website shall be limited to the purchase price of the product in question.

Notwithstanding the foregoing, our responsibility shall neither be excluded nor limited in the following cases:

- Cases of death or personal injury arising from our negligence
- Cases of fraud or fraudulent activity; or
- any circumstances in which it is deemed illegal or unlawful to exclude, restrict or try to limit or exclude our liability.

Notwithstanding the provisions of the preceding paragraph and to the extent permitted by the applicable law, except where contrary to what is stipulated herein, we shall not accept any liability for indirect damage, such as:

- Loss of profits
- Loss of business volume
- Loss of earnings or loss of contracts
- Loss of expected savings
- Loss of data and
- Waste of administrative resources.

Due to the open nature of the website herein and the possible occurrence of errors in storage and transmission of digital information, we shall not guarantee the accuracy and security of information transmitted or obtained through the website herein, except where it is expressly stated otherwise.

The provisions herein do not in any way, limit the rights granted to consumers under applicable law.

19. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks, and any intellectual property rights to the material or the content presented as an integral part of the website owned by us and those who have a license for the use thereof. You may use this material only in the manner for which you receive our express permission, or from those who have licensed it for their use. The above shall not prevent you from using this website to the extent necessary to copy the information on your order or the contact information.

20. 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.

21. 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.

22. WRITTEN COMMUNICATIONS

The applicable legislation stipulates that part of the information or communications we send you shall be in writing. By using the website herein, you agree to most of the communications exchanged between us being sent in an electronic format. We shall contact you by e-mail or provide you with information by posting notices on the website herein. For contractual purposes, you shall consent to this electronic means of communication by acknowledging that all agreements, alerts, information and other communications we provide electronically, comply with the legal requirements, which stipulate that such communications be sent in

writing. The provision herein does not in any way, limit the rights recognized by the present legislation.

23. NOTIFICATIONS

The notifications you send us should be sent by our support channels indicated in the “Contact” section of our website. Save for what provided in article 22. 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.

24. 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 recognized 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.

25. FORCE MAJEURE

We shall in no way be liable for any default or delays in the performance of any of the obligations of the agreement caused by events outside our reasonable control (“Force Majeure Events”).

Force Majeure shall mean any act, event, mishap, omission or accident beyond any reasonable control; the expression of the above includes, but is not limited to the following:

- Strikes, lockouts or other industrial action
- Riots, revolts, invasion, terrorist attacks or threats of terrorist attacks, wars (whether declared or not), or threats of war;

- Fires, explosions, storms, floods, earthquakes, landslides, epidemics or other natural disasters;
- Inability to use rail, maritime, aerial, or motor transport or other public or private means of

transport

- Inability to use public or private telecommunications networks
 - acts, decrees, legislation, regulations or restrictions of any government;
 - any strike, disaster or maritime accident, relevant to the postal or other means of transport
- It shall be implied that the execution of the obligations under the Agreement shall be suspended for the duration of the Force Majeure. We shall be granted an extension to execute the Agreement for the duration of any such period. It shall be implied that during the Events of Force Majeure, we shall work to find a solution in order to comply with our contractual obligations.

26. WAIVER

Should we fail to claim the precise fulfilment of any of your obligations, or of any of the obligations contained in the General Terms herein, during the execution of the Agreement, or otherwise omit to exercise any of the rights or actions we are entitled to under the terms of the Agreement or the General Conditions herein, this shall not constitute a waiver of such rights or actions and shall not relieve you of the fulfilment of the relevant obligations.

Our possible tolerance of a non-performance on your part, shall not constitute any waiver to react to a subsequent non-performance.

No waiver of any of your obligations under the Agreement or the Terms and Conditions herein shall be valid unless communicated in writing, in accordance with the provisions of Article 22 and Article 23 above.

27. 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.

28. 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 recognize 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.

29. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions at any time. You shall be subject to the General Terms and Conditions in force at the time of your order, unless an amendment to the General Terms and Conditions or Privacy Policy has to be made under the Law or at the request of a government authority (in which case it shall also apply to orders that have been already transmitted).

30. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the purchase agreements of products through the website herein, shall be governed by the Italian law. Any dispute arising out of, or pertaining to the use of the website or the agreements herein, shall be, in case of lawsuit, the responsibility of the Judge of the place of residence or domicile of the customer.

If you are concluding the Agreement as a Consumer, the Clause herein does not in any way affect your rights as a consumer provisioned by the Law.

31. QUERY, COMPLAINT AND THE EUROPEAN ONLINE DISPUTE RESOLUTION (ODR) PLATFORM FOR CONSUMERS

If you have any feedback, suggestion, or query, you can send it through the contacts available on our website. Our Customer Service will manage your query as soon as possible, and in any case, according to the terms provided by law.

Should you feel that your consumer rights have been violated, you may submit your complaint via the following email address: info-it@zara.com in order to request an out-of-court settlement of disputes.

In this regard, we inform you that, pursuant to Regulation (EU) No 524/2013, you are entitled to ask for an out-of-court resolution of disputes relating to orders placed via this website through the European platform ODR (Online Dispute Resolution) <http://ec.europa.eu/consumers/odr> provided by the European Commission to resolve online disputes arising from online contracts between consumers and traders.

Last updated: 3/10/2024

ANNEX

Withdrawal form

(fill in and return this form only if you wish to withdraw from the Order)

Send to ITX Italia S.r.l., operating under the name ZARA, Avda. de la Diputación, Edificio Inditex, 15143, Arteixo (A Coruña), via email at: info-it@zara.com.

With this document, I hereby notify that I withdraw from my Purchase Agreement of the following goods:

Ordered on (*) / Received on (*) Customer Name

Customer Address

Customer Signature (only where this form is provided in hard copy)

Date

(*) Delete as appropriate

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 Italy by ITX Italia S.r.l. with registered office in Milan, Largo Corsia dei Servi no. 3, Tax Code and VAT number 11209550158, REA number MI-1447159.

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. Management of purchase receipts made in the Zara Online Store

Purchase receipts made in the Zara Online Store will be stored in the "My Purchases" section of the App.

1.3 Specific functionality to obtain the sales and service document in electronic format for purchases in Physical Stores

At the time of payment for a purchase at Physical Stores, you can request the sales and service document in electronic format by showing the QR code displayed on the App, and you will automatically receive this document on the App.

From that moment on, you can use the received document in electronic format to make any returns of items at Physical Stores, according to the applicable terms and conditions and Zara's commercial policy, and in any case, in accordance with applicable regulations.

In this case, you will not receive the sales and service document in paper form; **therefore, it is essential for you to understand that by using this QR code, you are expressly requesting the issuance of the commercial sales or service document in electronic format, thereby waiving receipt in paper format. However, if you wish, you can request the document in paper format by contacting Customer Service through the customer assistance channels indicated on the Zara website.**

In any case, the regulations on electronic receipts or any other applicable regulations, as well as the regulations to which these Terms are subject, will be considered prevailing.

If you decide to cancel your registration as a user, during this process, you may request to receive all documents and purchase receipts in electronic format stored in the App at the email address

provided.

1.4 Scanning of Sales and Service Documents

If the original sales and service document is in paper format, you can generate a digital version by scanning the QR code found within that document. From that moment on, you can make any returns at Physical Stores, always, in any case, according to the applicable terms and conditions, Zara's commercial policy, and, in any case, in accordance with the prevailing legislation.

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.