

Terms of Use for Location-Based Services

Article 1 (Purpose)

The purpose of these terms of use (“Terms”) is to set forth the rights and duties of ITX Korea Co., Ltd. (the “Company”) and members of the Company’s location-based services (the “Services”; a member of the Services is referred to as a “Member”), and other necessary matters related to Members’ use of the Services.

Article 2 (Application of Relevant Laws and Regulations)

These Terms shall apply fairly based on the principle of good faith, and any matters not specified herein shall be determined in accordance with relevant laws and regulations or trade conventions.

Article 3 (Description of the Services, Etc.)

The Services provided by the Company are as follows:

Service Name and Description	Fee
* Store mode : Enable Members to use the following functions when in stores - Search and locate store items - Click and go (purchase and pickup) - Click and try (book a fitting room)	* Use of the Services: free * Data communication cost for use of the Services: incurred according to the Member’s mobile carrier and plan
* Store locator : Show the nearest stores to the Member or, the nearest stores given a location entered by the Member	
* Droppoint : Enable a Member to select a store to pick up items purchased online	
* Autocomplete Address : Automatically complete all address data when a Member adds a new address	
* Live tracking : Enable a Member to locate the item being delivered from a warehouse	

Article 4 (Protective Measures for Location Information, Etc.)

The Company collects and uses Member’s location information for the purpose of providing the Services, but does not store it on servers or provide it to third parties. Within this scope, the Company shall cause verification data concerning collection/use/provision of location information to be automatically recorded and preserved in a location information system in accordance with Article 16 (2) of the Act on the Protection and Use of Location Information (the “Location Information Act”).

Article 5 (Additions and Changes to the Services)

If the Company adds services to or changes the Services, it shall reflect such additions and changes

in Article 3, and amend and publish these Terms accordingly.

Article 6 (Restriction and Suspension of Use of the Services)

If a Member uses the Services for a dishonest purpose and harms the Company or other Members, the Company may restrict or suspend such Member's use of the Services.

Article 7 (Use or Provision of Location Information)

1. When the Company intends to provide the Services by using personal location information, the Company must indicate such fact in these Terms and obtain consent therefor from personal location information subjects.
2. When the Company provides personal location information to a third party designated by a Member, the Company shall notify the Member of the recipient of the same and purpose of the provision in advance and obtain consent.
3. When the Company provides personal location information to a third party designated by a Member under Paragraph 2, the Company shall immediately inform the Member of the recipient of the same, and the date & time and purpose of the provision (collectively, "details of provision of information") upon each provision using the communication terminal device that collected the personal location information or an email address, etc. However, the notice will be made to the communication terminal device or the email address, etc. specified and designated by the Member in advance in the event of any one of the following conditions:
 - (a) When the communication terminal device that collected personal location information is not equipped to receive text, audio or video message.
 - (b) If a Member requested in advance that personal location information be notified to a communication terminal device or email address, etc. other than the relevant communication terminal device from which it was collected.
4. Notwithstanding Paragraph 3, a Member may elect to receive notices on details of provision of information collectively, under Article 24 of the Enforcement Decree of the Location Information Act (i.e., upon 30 times of provision or every 30 days), and may be notified immediately again, as specified in Paragraph 3, if asking to do so in accordance with the Company's procedures.
5. If consenting under Paragraph 1, 2 or 5, a Member may withhold its consent to the purpose of use/provision, scope of recipients, and a part of these Terms, and for provision of the Member's personal location information to a third party, the notification method.

Article 8 (Restriction of Use or Provision of Personal Location Information)

Unless obtaining consent from a Member or falling into any of the following cases, the Company may not use or provide to a third party verification data concerning use/provision of personal location information or location information beyond the scope indicated in these Terms or otherwise informed.

1. If the Company needs verification data concerning use/provision of location information to settle fees for provision of the Services.
2. If the Company provides information that it has processed into a form that cannot identify a certain individual for preparation of statistics, academic research or market research.

Article 9 (Rights of Personal Location Information Subjects and Methods to Exercise the Rights)

1. A Member may at any time withdraw a part or the entirety of the consent on provision of location-based services using personal location information and provision of personal location information to a third party that had been given to the Company. In such a case, the Company shall destroy personal location information and verification data concerning use/provision of location information within the relevant scope.
2. A Member may at any time request temporary suspension of use or provision of personal location information to the Company, and the Company cannot decline the request and is equipped with technical measures to accommodate the request.
3. A Member may request perusal or notification of the data listed below to the Company and request correction of any error in said data. In such a case, the Company may not decline the Member's request without a valid reason.
 - (a) Verification data concerning use/provision of the Member's location information.
 - (b) The reasons and description as to why the Member's personal location information was provided to a third party pursuant to the Location Information Act or other regulations.
4. A Member may make requests to the Company for exercise of the rights described in Paragraph 1 through Paragraph 3, using the contact information under Article 16.

Article 10 (Rights of Legal Representatives)

1. The Company shall not collect, use or provide the personal location information of children under 14.
2. If the Company collects, uses or provides the personal location information of children under 14, it shall obtain consent from both the children and their legal representatives. In such a case, legal representatives may exercise the rights of information subjects under Article 10.

Article 11 (Retention Purpose and Period of Personal Location Information)

The Company shall use personal location information for the minimum period necessary to provide the Services and shall not store such information afterwards.

Article 12 (Grounds for and Period of Retaining Verification Data Concerning Use/Provision of Location Information)

The Company collects and uses Member's location information for the purpose of providing the Services, but does not store it on servers or provide it to third parties. Within this scope, based on Article 16 (2) of the Location Information Act, the Company shall automatically record verification data concerning collection/use/provision of location information of the personal location information subjects in a location information system and store it for at least 6 months.

Article 13 (Indemnity)

In the event a Member suffers damages as a result of the Company's violation of the provisions set

forth in Article 15 through Article 26 of the Location Information Act, the Member may seek indemnity from the Company. In such a case, the Company shall not be released from its liability unless it is able to prove lack of intent or gross negligence.

Article 14 (Governing Law and Jurisdiction)

1. These Terms shall be regulated and performed in accordance with the laws of the Republic of Korea.
2. The rights of Members and their legal representatives, and methods to exercise the rights shall be determined pursuant to the Member's address at the time the lawsuit was filed. Absent the address, the lawsuit shall be subject to the exclusive jurisdiction of a district court having jurisdiction over the Member's residence; provided, however, that if the Member's address or residence at the time the lawsuit was filed is not clear, or the Member resides in a foreign country, a lawsuit shall be brought to the jurisdictional court under the Civil Procedure Act.

Article 15 (Mediation of Dispute and Others)

1. In the event the parties to a dispute related to location information fail to reach an accord or hold discussions, the Company may seek mediation from the Korea Communications Commission under the provision set forth in Article 28 of the Location Information Act.
2. In the event the parties to a dispute related to location information fail to reach an accord or hold discussions, the Company or a Member may seek mediation from the Personal Information Dispute Mediation Committee under the provision set forth in Article 43 of the Personal Information Protection Act.

Article 16 (Information on the Company and Its Location Information Management Department)

1. The Company's trade name, address, telephone number, etc. are as follows:
Trade name: ITX Korea Co., Ltd.
Address: #2002, 511, Yeongdong-daero, Gangnam-gu, Seoul 06164, Korea
Telephone number: 080-479-0880 (Zara)
080-500-6446 (Massimo Dutti)
080-500-6445 (Zara Home)
2. Location information management department (concurrently working as a department responsible for protection of personal information)
Department responsible for location information management
Contact Information: dataprotection@zara.com (Zara)
dataprotection@massimodutti.com (Massimo Dutti)
dataprotection@zarahome.com (Zara Home)

Addendum

These Terms shall apply from April 1, 2025.