

TERMS AND CONDITIONS OF USE AND PURCHASE WWW.ZARA.COM/PA

1. INTRODUCTION

This document (together with all the documents mentioned herein) establishes the conditions governing the use of this website (www.zara.com/pa) and the purchase of products on it (hereinafter, the “Conditions”), whatever the application, digital media, support or device through which it can be accessed. Please read carefully these Terms, our Privacy and Cookies Policy (“Privacy and Cookies Policy”) and the Personal Data Processing Policy (collectively, the “Personal Data Protection Policies”) before using this website. By using this website or placing an order through this website you agree to be bound by these Terms and Conditions and our Personal Data Protection Policies, therefore, if you do not agree to all of the Terms and Conditions or the Personal Data Protection Policies, you should not use this website.

These Conditions may not be modified. It is your responsibility to read them every time you are going to make a purchase through the website, since the conditions in force at the time of execution of each Contract, upon using the website, will be the ones that are applicable to you.

If you have any questions regarding the Conditions or the Personal Data Protection Policies, you can contact us through the means available in the contact section of our website: www.zara.com/pa.

The contract may be formalized, at your discretion, in any of the languages in which the Conditions are available on this website.

2. OUR INFORMATION

The sale of articles through this website is carried out under the trade name “ZARA” by Retail Moda S.A., a company duly incorporated under the laws of the Republic of Panama, and identified with RUC 155668678-2-2018 84, whose address of notification is Torre de las Américas, Torre C, 11th Floor, Panama City.

Telephone: 3974700 and email: notificaciones@retailmoda.com.pa

The following e-mail address should be used for customer service communications: info-pa@zara.com

Retail Moda S.A. is the entity authorized by ITX MERKEN, B.V., whose address is Nieuwezijds Voorburgwal 307, 1012, Amsterdam, The Netherlands to offer, distribute and sell the products through the website.

3. YOUR INFORMATION AND VISITS TO THIS WEBSITE

The information or personal data you provide about yourself will be treated in accordance with the provisions of the Privacy and Cookies Policy and the Personal Data Processing Policy. By using this website, you expressly consent to the processing, storage, transmission and/or national and international transfer of such information and data and declare that all information or data provided by you is truthful and corresponds to reality.

4. USING OUR WEBSITE

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

- i. Use this website only to make legally valid inquiries or orders.
- ii. Not to place any false or fraudulent orders. If it could reasonably be considered that such an order has been placed, we will be entitled to cancel it and inform the relevant authorities.
- iii. To provide us with your email address, mailing address and/or other contact details in a truthful and accurate manner. You also agree that we may use such information to contact you if necessary (see our Personal Data Protection Policy).

If you do not provide us with all the information we need, we will not be able to fulfill your order.

By placing an order through this website, you declare that you are over 18 years of age and have legal capacity to enter into contracts in the Republic of Panama. Minors may not make purchases through the website.

5. SERVICE AVAILABILITY

The articles offered through this website are only available for shipping and payment within the Panamanian territory. Likewise, it is established that an integral coverage of the Panamanian territory is not offered, since we do not offer shipment and/or pick up in those areas or zones of the Panamanian territory that for commercialization reasons on our part or due to the difficulty of access, communications or similar considerations, such offer is not available.

No sales will be made to the district of Balboa or Taboga, in the province of Panama and to the comarcas of Kuna Yala, Emberá Wounaan, Ngobe Bugle, Kuna Madugandi and Kuna Wargandi.

6. ¿HOW TO PLACE AN ORDER?

To place an order, you must follow the online purchase procedure and click on “Authorize Payment”. After this, you will receive an e-mail acknowledging receipt of your order (the “Order Confirmation”). We will also inform you by e-mail that the product is being processed and consequently shipped in accordance with the instructions received on the ZARA website (the “Shipping Confirmation”).

7. TECHNICAL MEANS TO CORRECT ERRORS

In the event that you detect that an error has occurred when entering your personal data during your registration as a user of this website,

you can modify them in the “My Account” section.

In any case, you may correct errors related to the personal data provided during the purchase process by contacting customer service through the “chat” accessible on the website or through our official accounts on social networks, as well as exercise the right of rectification provided in our Personal Data Policies.

This website displays confirmation windows in various sections of the purchase process that do not allow you to proceed with the order if the data in these sections has not been provided correctly. Likewise, this web page offers the details of all the articles that you have added to your cart during the purchase process, so that, before making the payment, you will be able to modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should contact our customer service immediately, through the chat accessible on our website or through our official accounts on social networks, to correct the error.

8. PRODUCT AVAILABILITY

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

9. DELIVERY

Unless there are circumstances arising from the customization of the products, or unforeseen or extraordinary circumstances occur, we will ship the order consisting of the product(s) listed on each Shipping Confirmation within the time period indicated on the website according to the shipping method selected and, in any case, no later than 30 days from the date of the Order Confirmation.

We will show you the shipping cost at the time of processing your purchase.

Possible delivery options:

Pick up in ZARA store - FREE: The customer can pick up their garment in all stores located in the country. The person who comes to pick up the order must present his/her identification document. If the person who comes to pick up the product in store is different from the person who made the purchase (the customer is solely responsible for the administration and security of his/her account at zara.com/pa), he/she must show his/her ID and present the email with the order number or QR code.

Home delivery: you may request home delivery of the garment or product, providing the exact details of the delivery address.

In case we are unable to meet the delivery date for any reason, we will inform you of this circumstance and give you the option to go ahead with the purchase by setting a new delivery date or cancel the order with a full refund of the paid price. Please note, in any case, that we do not deliver to your home on Sundays or holidays.

For the purposes of these Conditions, “delivery” of the order shall be deemed to have occurred when you or a third party indicated by you acquires material possession of the products, which shall be evidenced by the signature of the order receipt at the agreed delivery address.

10. INABILITY TO DELIVER

If we are unable to deliver your order after three (3) attempts, we will take your order to the point defined by us. We will also leave you a note explaining where your order is and how to have it re-delivered to you. If you will not be at the delivery point at the agreed time, please contact us to arrange delivery at another day or time.

In the event that ten (10) days after your order is available for delivery, and the order has not been delivered for reasons not attributable to us, we will understand that you wish to withdraw from the contract, and we will consider it terminated. As a consequence of the termination of the contract, we will refund all payments received from you, including delivery charges (with the exception of additional charges resulting from your choice of a delivery mode other than the least expensive mode of ordinary delivery offered by us) without undue delay and, in any event, not later than 30 days from the date on which we consider the contract terminated. Please note that the transportation resulting from the termination of the contract may have an additional cost, and we shall be entitled to pass on the corresponding costs to you.

11. RISK AND OWNERSHIP TRANSFER

The risks of the products shall be borne by you from the time of delivery.

You will acquire ownership of the products when we receive full payment of all amounts due in respect thereof, including shipping costs, and you will be liable for the products from the time of delivery (as defined in clause 9 above), if delivery takes place at a later time.

12. PRICE AND PAYMENT

Prices on the Website include ITBMS, but exclude shipping costs, which will be added to the total amount due as set out in our Purchase Guide - Shipping.

Prices may change at any time, but (except as set out above) any changes will not affect orders in respect of which we have already sent you an Order Confirmation.

Once you have selected all the items you wish to purchase, they will have been added to your cart and the next step will be to process the order and make the payment. To do this, you must follow the steps of the purchase process, filling in or checking the information requested at each step. Likewise, during the purchase process, before making the payment, you will be able to modify the details of your order. A detailed description of the purchase process is available in the Purchase Guide. In addition, as you are a registered user, you have a detail of all the orders placed in the My Account section.

Visa, MasterCard and American Express cards may be used as means of payment.

In the event that a customer makes a payment with a credit or debit card supported by a foreign account or intends to credit the purchase to a foreign account, the customer shall bear all costs related to the return of the money to the foreign account in case of requesting a refund.

By clicking on “Authorize Payment” you are confirming that the credit card is yours and that you accept these terms and conditions.

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

13. SALES TAX (ITBMS) AND BILLING

Pursuant to Panamanian Law, the sale of goods in Panama is considered a taxable activity for purposes of this tax. Therefore, orders placed will be subject to the general sales tax rate, ITBMS, in effect at the time of purchase and the purchase will be governed by Panamanian tax laws.

14. RETURNS POLICY

14.1 Right of Withdrawal

Based on the provisions of Article 71 of Law 45/2007, it is understood that the right of withdrawal is agreed specifically in purchases made directly on the website, i.e. in home purchases. The right of revocation gives the consumer the possibility to terminate the contract within a maximum term of three (3) business days from the date of delivery of the order or of the date on which the contract is entered into and the consumer must return the product in the same condition in which it was received. Transportation costs and other costs involved in returning the goods will be covered by the merchant.

Once the good or product has been returned in the same conditions as it was delivered, including the tags, the money will be refunded. If the purchase was made by credit or debit card, the money will be credited or refunded to the consumer by the same means. If this is not possible, the money will be refunded.

Exceptions to the right of withdrawal are goods made to the consumer's specifications, personalized goods and goods for personal use (such as underwear, swimwear, etc.)

The consumer must return the good, unused, with all its internal and external tags and in the packaging in which it was received. We will not accept the return of goods that do not comply with these characteristics.

To exercise the right of withdrawal, you must notify ZARA by writing to the chat accessible on the website or on our official social media accounts, of your decision to withdraw from the contract through an unequivocal statement. You may use the withdrawal form that appears as an Annex to these Conditions, although its use is not mandatory. To meet the deadline of the right of withdrawal, it is sufficient that the communication concerning the exercise of this right is sent before the deadline expires.

14.2 Consequences of exercising the right of withdrawal

In case you exercise your right of withdrawal in the manner described above, i.e. for purchases that fall under “sales of goods at home”, if the return is made within three (3) business days from the date of delivery of the order, we will refund all payments

received from you., including the costs of delivery (with the exception of the additional costs resulting from your choice of a delivery method other than the least expensive ordinary delivery method offered by us) without any undue delay, and in any event, no later than 10 business days from the date on which we are informed of your decision to exercise your right of withdrawal. We will proceed to make such refund using the same means of payment used by you for the initial transaction, unless this is not possible, in which case, we will make the refund using the option that the consumer chooses, within the options provided by us. You will not incur any charges as a result of the refund. Notwithstanding the foregoing, we may withhold the refund until we have received the goods, or until you have provided proof of return of the goods, whichever condition is met first.

You must return or deliver the products directly to us at any of the ZARA stores in Panama, or request the return through our website via a delivery person/courier, organized by us and without additional costs, without undue delay and, in any case, within a maximum period of 14 calendar days from the date on which you inform us of your decision to exercise your right of withdrawal. The deadline shall be deemed to have been met if you return the goods before the deadline has expired.

You shall only be liable for any diminished value of the goods resulting from handling different from that necessary to establish the nature, characteristics and functioning of the goods.

In those cases in which more than one good has been acquired in the same purchase, and the right of withdrawal is not exercised on the totality of the goods, the value of the purchase paid for the returned goods will be refunded, through the same means of payment used in the purchase.

14.3 Contractual right of withdrawal

In addition to the right of withdrawal legally recognized to consumers and users and mentioned in clause 14.1 above, we grant you a period of 30 days from the shipment of the product to return the products (except for those mentioned in this clause, for which the right of withdrawal is excluded), provided that the products have not been used and retain their internal and external tags. If the return of the product is made after three (3) business days from the date of delivery of the order, the transportation costs involved in returning the goods will be covered by the consumer.

In the event that you exercise your contractual right of withdrawal after 15 days following the Shipping Confirmation, the refund will be made by online credit card or return to the same payment method.

14.4 Exchange policy

In cases where you consider that the size or color of the product purchased through www.zara.com/pa does not meet your needs, and without prejudice to the right of withdrawal or retraction that you are legally and contractually entitled to, you may request a change of size or color at any ZARA store in Panama within a maximum period of 30 days from the Shipping Confirmation, provided that the product is of the same size or color.

RETAIL MODA S.A. will accept the exchange of items purchased through www.zara.com/pa, in which case you must submit with the item you wish to exchange the electronic ticket that you will have received attached to the Shipping Confirmation, which is also kept in your account on the website and in the ZARA mobile application, and you must present it by showing it digitally through the screen of your mobile device or by carrying it printed.

Please note that this new item will not be governed by the provisions of these Terms of Use and Purchase, so the terms and conditions set forth on the back of the ticket that will be delivered to you, including the exercise of the right of withdrawal or retraction will apply.

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

14.5 Provisions common to the right of withdrawal

You shall not have the right to withdraw or retract from the contract for the supply of any of the following products:

- Personalized items at the customer's request.
- Goods sealed for health or hygiene reasons that have been unsealed after delivery.
- Goods that have been used by the consumer or that do not retain their internal tags.

The right of withdrawal and the contractual right to withdraw from the contract shall apply only to those products that are returned in the same condition in which you received them. No refund will be made if the product has been used beyond the mere opening of the product, products that are not in the same condition in which they were delivered or have suffered any damage, so you should be careful with the product(s) while they are in your possession. Please return the item(s) using or preferably including all original packaging, instructions and other accompanying documents.

Returns can be made at any of the ZARA stores in Panama or through a courier that we will send to your home.

Returns at ZARA stores:

You may return products to us at the following ZARA stores in Panama, you must go to any of these stores and present the item, the electronic ticket that you will have received attached to the Shipping Confirmation, which is also kept in your account on the ZARA website and mobile application. You can present the e-ticket by showing it digitally through the screen of your mobile device or by taking it printed to the store.

Returns via courier/courier:

You must contact us through our return request so that we can arrange for the collection of the item at your home address. You should preferably return the items in the same package that you received it, following the instructions that you will find in the “RETURNS” section of this website. However, if you no longer have the original packaging, you may return your order in any other packaging, as long as it is properly sealed to prevent the loss of the goods.

Please note that if you choose to return the items to us by other unauthorized means, we will be entitled to charge you for any costs we may incur.

After examining the item, we will inform you whether you are entitled to a refund of the amounts paid. The reimbursement of transport costs will only be made when the right to withdraw is exercised within the legal deadline (3 business days following the delivery of the product) and all the items that make up the order in question are returned, if partial returns of items within an order are made the transport cost will be reimbursed. A refund will be made as soon as possible and, in any case, within 10 working days or from the date on which you informed us of your intention to withdraw.

However, we may withhold reimbursement until we have received the goods, or until you have provided proof of return of the goods, whichever condition is met first. The refund will be made in the same payment method you used to pay for the purchase only when the right of withdrawal is exercised within the legal deadline (3 business days following delivery of the product). No refunds will be made to bank accounts abroad. In the event that you request that the value of the purchase be returned to accounts abroad or outside the Republic of Panama, you are agreeing to assume the costs and expenses involved in sending the resources to that account. Payment through international credit cards can generate inconveniences at the moment of making a return. Therefore, when paying with a credit card issued abroad, you agree to assume the costs of returning the funds to your account.

No refunds are made to bank accounts abroad or outside the Republic of Panama. All refunds to be made to bank accounts are made to accounts in the Republic of Panama opened by the buyer in financial institutions supervised by the Superintendence of Banks of Panama.

You will bear the cost and risk of returning the products to us, as indicated above. If you have any questions, you can contact us through the chat accessible through the website or through our official accounts on social networks.

Please note that if you decide to return the items to us under the return policy and the right of withdrawal through the delivery points enabled in Panama you will be responsible for the shipping costs. After examining the item we will let you know if you are entitled to a refund of the amounts paid. If returns are made through the courier service scheduled by the company, we will be entitled to charge the cost of transportation, which will be deducted from the value to be returned.

14.6 Return of defective products

In cases where you consider that at the time of delivery the product does not conform to the contract, you must contact us immediately through our contact channels providing the product data, as well as the damage it suffers.

The product can be returned at ZARA stores in Panama, or by handing it over to a courier that we will send to your home address when you request collection.

We will carefully examine the returned product and will inform you by email within a reasonable period of time whether a refund or replacement (if applicable) is appropriate. The refund or replacement of the item will be made as soon as possible and in any case within 30 days from the date on which we send you an email confirming the refund or replacement of the non-conforming item.

The amounts paid for those products that are returned because of any defect or flaw, when it actually exists, will be refunded in full, including delivery costs incurred by the courier service authorized by the company. The refund will be made in the same means of payment that was used to pay for the purchase, (unless it is not possible, situation that will be communicated immediately to the consumer, informing the options to choose to make the refund of the purchase value).

In any case, the rights recognized by the legislation in force shall remain unaffected.

15. LEGAL WARRANTY

If you contract as a consumer and user, we offer legal warranty on the products we sell through this website, in the terms legally established for each type of product, responding, therefore, for quality defects in them. The term of warranty is: three (3) months for footwear and textile, thirty (30) days for jewelry, accessories and other items in the store, counted from the date of delivery.

It is understood that the products are in conformity with the contract provided that (i) they conform to the description made by us and possess the qualities that we have presented on this website, (ii) they are suitable for the uses to which products of the same type are normally intended and (iii) they present the usual quality and performance of a product of the same type that are reasonably expected. In this sense, if any of the products are not in conformity with the contract, you must inform us by following the procedure detailed in section 14 above and through any of the means of communication provided for this purpose.

The products we sell, especially handcrafted products, may often exhibit characteristics of the natural materials used in their manufacture. These characteristics, such as variation in grain, texture, knots and color, should not be considered defects or flaws. On the contrary, their presence should be expected and appreciated. We select only the highest quality products, but natural characteristics are unavoidable and must be accepted as part of the individual appearance of the product.

16. LIABILITY AND DISCLAIMER

Except as otherwise expressly provided in these Conditions, our liability in respect of any product purchased from our website shall be strictly limited to the purchase price of such product.

However, unless otherwise provided by law, we will not accept any liability for the following losses, regardless of their source:

- (i) loss of income or sales;
- (ii) loss of business;
- (iii) loss of profits or loss of 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 in the storage and transmission of digital information, we do not guarantee the accuracy and security of information transmitted or obtained through this website unless otherwise expressly stated on this website.

17. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademark and other intellectual property rights in any material or content provided as part of the website shall remain at all times vested in us or our licensors. You may use such material only as expressly authorized by us or by those who have licensed it to us. This does not prevent you from using this website to the extent necessary to copy your order information or Contact details.

18. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS

You shall not misuse this website by knowingly introducing viruses, Trojan horses, worms, logic bombs or any other technologically harmful or deleterious programs or materials. You will not attempt to gain unauthorized access to this website, the server on which this website is hosted or any server, computer or database related to our website. You agree not to attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause could involve the commission of offenses typified by the applicable legislation. We will report any breach of such laws to the competent authorities and will cooperate with them to discover the identity of the attacker. Likewise, in the event of a breach of this clause,

you will immediately cease to be authorized to use this website.

We shall not be liable for any damage or loss resulting from a denial-of-service attack, virus or any other technologically harmful or damaging program or material that may affect your computer, computer equipment, data or materials as a result of the use of this website or the downloading of content from this website or to which this website redirects.

19. LINKS FROM OUR WEBSITE

In case our website contains links to other websites and materials from third parties, such links are provided for information purposes only and we have no control over the

content of those websites or materials. We therefore accept no liability for any loss or damage arising from their use.

20. WRITTEN COMMUNICATIONS

Applicable law requires that some of the information or communications we send to you be in writing. By using this website, you agree that most of these communications with us will be electronic. We will contact you by e-mail or provide you with information by posting notices on this website. For contractual purposes, you consent to use this electronic means of communication and acknowledge that all contracts, notices, information and other communications that we send to you electronically comply with legal requirements to be in writing. This condition will not affect your statutory rights.

21. NOTIFICATIONS

The notifications you send us must be sent through the chat accessible on the website or through our official accounts on social networks. Pursuant to the provisions of clause 19 above and unless otherwise stipulated, we will send communications to the email address provided by you.

It will be understood that the notifications have been received and have been properly made at the same time that they are posted on our website, 24 hours after an email has been sent. To prove that the notification has been made, it will be sufficient to prove that the email was sent to the email address specified by the recipient.

22. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The contract is binding on both you and us, as well as our respective successors, assigns and assignees. You may not convey, assign, encumber or otherwise transfer a contract or any of your rights or obligations under it without our prior written consent.

We may convey, assign, encumber, subcontract or otherwise transfer a contract or any of the rights or obligations under a contract at any time during its term. For the avoidance of doubt, such assignments, transfers, encumbrances or other transfers will not affect the rights, if any, that you, as a consumer, have at law nor will they void, reduce or otherwise limit any warranties, whether express or implied, that we may have granted to you.

23. EVENTS BEYOND OUR CONTROL

We shall not be liable for any failure or delay in the performance of any of the obligations assumed,

when the same is due to events beyond

our reasonable control, force majeure, acts of God or events attributable to third parties (“Force Majeure Cause”).

Force Majeure Causes shall include any act, event, failure to exercise, omission or accident beyond our reasonable control and among others, the following:

- a. Strikes, lockouts or other industrial action.
- b. Civil commotion, riot, invasion, terrorist threat or attack, war (declared or undeclared) or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- d. Impossibility of the use of trains, ships, aircraft, motor transport or other means of transportation, public or private.
- e. Impossibility of using public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations or restrictions of any government or authority.

Obligations shall be deemed to be suspended for the period during which the Force Majeure Event continues, and we shall have an extension of time to perform such obligations for a period of time equal to the duration of the Force Majeure Event. We will use all reasonable efforts to bring the Force Majeure Event to an end or to find a solution that will allow us to perform our obligations despite the Force Majeure Event.

24. WAIVER

The failure by us to require strict performance by you of any of your obligations under the agreement or these Terms or the failure by us to exercise any rights or remedies to which we may be entitled under the agreement, or these Terms shall not constitute a waiver or limitation of any such rights or remedies or relieve you from any such obligations.

No waiver by us of any particular right or remedy shall constitute a waiver of any other right or remedy under any agreement or the Terms. No waiver by us of any of these Terms or of any rights or remedies arising under a contract shall be effective unless it is expressly stated to be a waiver and is given and communicated to you in writing in accordance with the Notice section above.

25. PARTIAL NULLITY

If any of these Terms and Conditions or any provision of a contract is declared null and void by a final decision of a competent authority, the remaining provisions of the contract shall not be affected.

26. FULL AGREEMENT

These Terms and any document expressly referred to in these Terms constitute the entire agreement between you and us relating to the subject matter hereof and supersede any prior agreements, understandings or promises made between you and us verbally or in writing.

You and we acknowledge that we have consented to enter into a contract without having relied on any statement or promise made by the other party or that could be inferred from any statement or writing in the negotiations between us prior thereto, except as expressly mentioned in these Terms.

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

27. OUR RIGHT TO MODIFY THESE TERMS

We reserve the right to modify the Terms and Conditions. We will keep you informed of material changes to these Terms and Conditions. The changes made shall not be retroactive and, subject to possible exceptions on a case-by-case basis, shall apply 30 days after the date of their publication in the relevant notice.

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

28. APPLICABLE LAW AND JURISDICTION

The use of our website and contracts for the purchase of products through this website shall be governed by the laws of Panama.

Any dispute arising out of or relating to the use of the website or such contracts shall be submitted to the exclusive jurisdiction of the courts and tribunals of the Republic of Panama.

If you are contracting as a consumer, nothing in this clause shall affect your rights as a consumer under current legislation.

29. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

You can contact us through the means available in the contact section of our website: www.zara.com/pa.

We welcome your comments and suggestions. We kindly ask you to send us such comments, suggestions and inquiries through our contact channels or through the address indicated in clause 2 of these Terms and Conditions.

Your complaints and claims to our customer service will be dealt with as soon as possible and, in any case, within the legally established period. Furthermore, they will be registered with an identification code that we will inform you of and will allow you to follow up on them.

Withdrawal form template (You only need to fill in and send this form if you wish to withdraw from the contract)

To the attention of Retail Moda S.A.S. acting under the trade name ZARA, domiciled at Torre de las Americas, Tower C, 11th Floor, Panama City, Panama.

I hereby inform you that I withdraw from my sales contract for the following item:
Ordered on/received on (*):

Consumer's name:

Consumer's address:

Date:

Consumer's Signature

(only if this form is submitted on paper)

(*) *Cross out not applicable sections.*

TERMS AND CONDITIONS OF USE FOR THE 'ZARA' APP

These terms and conditions (hereinafter, the "Conditions") specifically regulate the access and use of the services and functionalities available on the ZARA App (as defined below), in addition to the Conditions of Use and Purchase of www.zara.com.pa.

The App's features include:

- (i) the possibility of purchasing products through the App, which is considered an Online Store purchase and, therefore, subject to the Terms of Use and Purchase of www.zara.com.pa;
- (ii) the possibility of managing payments for purchases (hereinafter, 'Wallet') made in ZARA's physical stores (hereinafter, and depending on the reference, the "Physical Store" or "Physical Stores");
- (iii) the management of tickets for purchases made in ZARA's online stores (hereinafter, "Online Store") and, when requested, tickets for purchases made in the Physical Stores, both operated in Panama by Retail Moda S.A., located at Torre de las Américas, Torre C, 11th floor, Panama City;
- (iv) as well as the possibility of obtaining an electronic ticket or electronic proof of purchase by displaying the exclusive QR code in ZARA's Physical Stores designated for this purpose.

GENERAL DESCRIPTION OF THE SERVICE

Acquisition of products on www.zara.com.pa through the App

The App allows customers to purchase products via www.zara.com.pa. This is considered an Online Store purchase and is subject to the Terms of Use and Purchase of www.zara.com.pa, which must be accepted at the time of purchase.

Wallet Functionality

By using the Wallet functionality, you will be able to:

- Access electronic tickets related to your purchases in Physical Stores, in cases where you initiate payment with Wallet or have requested or generated them as indicated in sections (iv) and (v) below. You will also have access to electronic tickets from the Online Store.
- Manage payment cards and gift cards: This allows you to add cards that will be used to initiate payments via Wallet in Physical Stores. If cards are already saved

through the quick purchase option for online sales, they will be automatically available to facilitate their activation as a card for Wallet payments.

By entering the details of a new card, you authorize us to check the validity of your cards and gift cards whose details you wish to store, including the possibility of your card being charged via a micropayment security system. If applicable, the amount of such micropayment will be reimbursed to you within a maximum period of one month from the date the micropayment was made. In addition to managing the cards themselves, depending on the security mechanisms enabled on the device where the App is running, Wallet may ask you to generate a password associated with them.

Initiation of payments through Wallet: To manage payment with Wallet in the Physical Stores enabled for this purpose, you must follow the instructions provided by the staff of the corresponding store.

In any case, please note that to initiate payment through Wallet, you must present the QR code generated by the App for verification by staff and scanning by the technical means enabled in the cashier area of the Physical Store. Depending on the security mechanisms enabled on the device where the App is running, Wallet may request the introduction of the Wallet Password in order to generate the QR code that allows you to manage the payment.

For payments initiated through Wallet, you acknowledge and agree that you will be provided with an electronic ticket and will not receive a paper ticket. When you initiate a payment through Wallet in a Physical Store, it will be charged to the card you select within the Service at the time of payment initiation.

The delivery of items is made at the time you authorize the start of payment for the purchase, by presenting the QR code to the store staff and having the code scanned by the technical means enabled in the cashier area of the physical store.

Any purchase whose payment you initiate through Wallet will, in all cases, be governed by the terms and conditions of purchase of the corresponding Physical Store. Therefore, any claim related to the contract between you and the corresponding Physical Store should be addressed to Retail Moda S.A., ZARA's franchisee in Panama (contact details: email info-pa@zara.com), or, if applicable in specific cases (e.g., for purchases made in physical stores located in countries other than Panama), to the corresponding company. Wallet is a free service; however, your card issuer may charge fees for payments made with your card. Please refer to the terms of your contract with your card issuer for more information. Additionally, your telecommunications service operator may charge for the use of the telecommunications network through which you

access Wallet. Please refer to the terms of your contract with your network provider for more information. You may only use Wallet to initiate payments at the listed merchants. Use of Wallet for other purposes is strictly prohibited. We therefore reserve the right to remove you as a user, terminate your account, and hold you liable for any misuse or fraudulent use of Wallet or for any breach of the rules and procedures contained in these Wallet Terms and/or other legal texts applicable to Wallet, the App, and/or the Service.

- “Scanning” of tickets: From a paper ticket, a digital copy can be generated by scanning a QR code printed on the ticket. From that moment on, you will be able to make returns in the Physical Stores using said ticket, under the terms and conditions applicable at all times, according to ZARA's commercial policy and, in any case, in accordance with current legislation.
- Obtaining an electronic ticket: When paying for a purchase in Physical Stores, you can request to receive a ticket in electronic format. To do so, you must show the QR code that will be displayed in the App for this purpose, and the ticket will be automatically sent to the App. From that moment on, you may make exchanges or returns in the Physical Stores using said ticket, under the terms and conditions applicable at any given time, according to ZARA's commercial policy and, in any case, in accordance with current legislation. In this case, you will not receive a paper ticket. Therefore, it is essential that you understand that by using this QR, you expressly request the issuance of the digital ticket or proof of purchase in digital format, thereby waiving the right to receive it on paper. In any case, you may request a paper ticket whenever you wish by contacting our Customer Service Department through any of the communication channels advertised on the ZARA website.

In any case, with respect to any Wallet functionality, the regulations governing electronic tickets or any other applicable regulations, to which these Conditions are subject, will always have preferential application. If you decide to unsubscribe as a user, you have the option to request, during the cancellation process, that all tickets stored in the App be sent to the email address you provide for this purpose.

Specific functionality to obtain an electronic ticket for purchases in physical stores

If you are a registered user and have installed the App but do not wish to register any payment card (typical of the Wallet functionality), an exclusive QR code will automatically appear in the App, allowing you to receive the electronic ticket and electronic proof of payment in the App. By using this QR code, you expressly request

the issuance of the digital ticket or proof of purchase in digital format, thereby waiving the right to receive it on paper. In any case, you may request a paper ticket whenever you consider it necessary by contacting our Customer Service Department through any of the communication channels advertised on the ZARA website.

AVAILABILITY OF THE SERVICES OFFERED BY THE APP

Always respecting applicable legislation, we reserve the right to modify, suspend, or remove, at any time, at our sole discretion and without prior notice, either generally or specifically for one or more users, any or all of the functionalities of the ZARA App, as well as to modify, suspend, or remove, under the same terms, the availability of all or part of the Service.

RESPONSIBILITY

Except in cases where the exclusion of liability is legally limited, we are not responsible for any damages that may arise for you from the use of the ZARA App in its various functionalities. You agree to use the ZARA App only for its intended purposes and, therefore, not to make improper or fraudulent use, being liable to the Company or any third party for any damages that may arise from its improper use.

You will be liable in the following cases:

- When, if applicable, your equipment or terminals associated with the App, SIM cards, email addresses, and/or any of the Passwords were used by a third party authorized by you without our knowledge.
- When errors or failures occur in your use of the different functionalities of the App as a result of a malfunction of your hardware, software, devices, or terminals, or for not having implemented the necessary security mechanisms on the device where the App is executed.

INTELLECTUAL, INDUSTRIAL, AND OTHER PROPERTY RIGHTS OF THE APP

Any elements that form part of, or are included in, the App or Wallet are owned or controlled by the Company or by third parties who have authorized their use. All of the foregoing, taken together, are hereinafter referred to as the “Property.”

The user undertakes not to remove, delete, alter, manipulate, or in any way modify:

- Those notes, legends, indications, or symbols that either the Company or the legitimate owners of the rights incorporate into their properties in matters of intellectual or industrial property (such as, for example, copyright, ©, ®, ™, etc.).

- Any technical protection or identification devices that the Property may contain (such as, for example, watermarks, fingerprints, etc.).

The user acknowledges that, by virtue of these Terms, the Company does not assign or transfer to the user any rights to its Property, or to any property of any third party. The Company only authorizes the user to access and use the same in accordance with the terms indicated in these Conditions.

Users are not authorized to copy, distribute (including e-mail and the Internet), transmit, communicate, modify, alter, transform, transfer, or in any other way engage in activities involving the commercial use of the Property, whether in whole or in part, without the express written consent of the legitimate owner of the exploitation rights. Access to and use of the Property shall always and in all cases be for strictly personal and non-commercial purposes. The Company reserves all rights over the Property to which it is entitled, including, but not limited to, all intellectual and industrial property rights it holds over the same. The Company does not grant any other license or authorization of use to the user on its Property other than that expressly detailed in this clause.

The Company reserves the right to terminate or modify, at any time and for any reason, the licenses granted under these Terms. Without limiting the foregoing, the Company may take legal action against any use by the user that:

- Does not conform to the terms and conditions specified herein;
- infringes or violates the intellectual and industrial property rights or other similar rights of the Company or any other legitimate third-party owner; or
- infringes any applicable regulation.