

## **CONDITIONS OF USE**

### **1. INTRODUCTION**

This document (together with the entirety of the documents mentioned herein) establishes the conditions which govern access to, browsing and use of the website [www.zara.com](http://www.zara.com) (henceforth, the “**Website**”), and the use of its contents and functionalities (henceforth, the “**Contents**”).

The following terms and conditions in this Conditions of Use (henceforth, the “**Conditions**”) regulate the access, browsing and use of each and every page directed to Perú and can be found under the domain [www.zara.com](http://www.zara.com), as well as its respective subdirectories, whichever may be applicable, digital medium, support or device by which the said pages may be accessed.

The user (henceforth, the “**User**”) should carefully read these Conditions and our Privacy and Cookies Policy (henceforth, the “**Policy of Information Protection**”) before using the Website. By using this Website, the User consents to remain subject to these Conditions and our Policy of Information Protection, and if the User does not agree with all of these Conditions and with the Policy of Information Protection, the User should not use this Website.

If you have any questions related to the Conditions or the Policy of Information Protection, please contact us via our contact form.

Access to our Website and use of its Contents implies full acceptance without reservations to the current Conditions which are published on the Website at the time the User accesses it and which means the User is subject thereto.

These Conditions shall be available in any language the browser permits.

### **2. OUR INFORMATION**

The Website is operated under the name ZARA (as a whole and subsequently “**ZARA**”) by ITX MERKEN, B.V., a Dutch company located at Nieuwezijds Voorburgwal 307, 1012 RM, Amsterdam (The Netherlands), registered in the Amsterdam Chamber of Industry and Commerce as number 64755843 and with the fiscal identification code of NL855820627B01.

### **3. OBJECTIVE**

The objective of these Conditions is to regulate the access, browsing and use of the Website.

The User understands and accepts that the Contents of the Website are primarily for the purpose of promoting ZARA points of sale and that the promoted products are sold only at such points of sale.

ZARA reserves the right to modify, at any time and without notice, the presentation and configuration of the Website and its Contents. The User recognizes and accepts that at any time ZARA may interrupt, deactivate and/or cancel any of the Contents that are part of the Website.

ZARA expressly states that the products shown on the Website may not be available at the points of sale one may visit. ZARA reserves in all cases the ability to stop commercializing, at any time and without notice,

any of the products shown on the Website. As such, the User knows and accepts that ZARA will update the Website as soon as possible, keeping in mind the technical-organizational questions inherent in the process.

It is possible the Website may have involuntary typographical errors that may affect the product description and its price. For this reason, we require that if you detect an error of this type you contact us immediately via our contact form.

#### **4. USE OF OUR WEBSITE**

By use of this Website and its Contents, the User expressly agrees to:

- i. Making diligent and correct use of the Website and the Contents therein incorporated in accordance with what has been established in current valid legislation, the moral, good customs and established public order and, in any case, solely in accordance with the purpose that the Website and the Contents exist.
- ii. Not logging into the Contents of the Website by means that are not the screen interface that ZARA provides to access it.
- iii. Not using the Website and the Contents therein incorporated with illicit ends or effects or contrary to the content of these Conditions, injurious to the interests or rights of third parties, or that in any form could harm, disable, make inaccessible or deteriorate the Website, its Contents or impede the normal enjoyment of the same by other users.
- iv. Not to destroy, alter, disable or, in any other way, damage the information, programs or electronic documents that are found on the Website.
- v. Not obstruct the access of other users so they may access the services by means of mass consumption of computing resources by means of which ZARA makes its Contents available, as well as taking actions that damage, interrupt or generate errors in said systems or Contents.
- vi. To not introduce programs, viruses, macros, applets, ActiveX controls or other logic device or sequence of characters that may cause or may be susceptible to cause any type of alteration to the computer systems of ZARA or of third parties.
- vii. To not obtain information, messages, graphics, illustrations, sound archives and/or images, photographs, recordings, software and in general any class of material accessible by means of the Website or the Contents offered on it.

It is understood that the access, browsing and/or utilization of the Website by the User implies the User's acceptance of these Conditions that ZARA has published at the time of access, which shall always be available to the Users.

#### **5. ACCESS, BROWSING AND USE OF THE WEBSITE USE OF PASSWORDS**

In general, a prior subscription or registration is not required for access, browsing and use of the Website, without precluding that in order to use particular Contents of it a subscription or registration must be

completed. In such case, the User should provide the requested information and follow the registration process established to access the Contents.

When it is necessary that the User registers or adds personal information in order to access the Contents, the User will be responsible for adding true and lawful information.

If the User does not complete the established in the present clause, ZARA has the right to cancel the registration and deny the present or future use of the Contents of the Website.

## **6. AGE OF MAJORITY**

In general, access to the Website is not recommended to those 18 years and younger and as such, through acceptance of these Conditions, the User declares that he/she is older than 18 and is entirely responsible for this declaration.

## **7. CHANGES TO THE CONDITIONS**

ZARA expressly reserves the ability to modify these Conditions without notice. The User recognizes and accepts that it is his/her responsibility to review this Website and the Conditions. The continuous use of this Website after such modifications shall constitute recognition of the modification of the Conditions and shall remain bound to them. If the User does not agree to the modifications made, we recommend not using our Website.

## **8. GUARANTIES AND RESPONSIBILITY**

ZARA is committed to conducting its best efforts to avoid any error in the Contents that may appear in the Website. In any case, ZARA shall be exempt from any responsibility derived from eventual errors in the Contents that may appear in the Website, provided they are not attributable to agreement with current law.

ZARA reserves the right to interrupt access to the Website, such as the delivery of any or all of the Contents that are rendered by means of it at any time and without notice, should it be for reasons of technology, security, control, maintenance or faults in electrical supplies.

As a consequence, ZARA does not guarantee the fealty, availability nor the continuity of the Website or its Contents, as such the use of them by the Users is carried out by their own account and risk, and at no moment may they demand responsibility for the Contents discontinuance or lack of availability.

ZARA shall not be responsible should interruptions to the Website occur, in general, aside from inconveniences that may have their origin in causes that escape ZARA's control and/or are due to a harmful or guilty action of the Users and/or that may be due to force majeure. In any case, whatever the cause may be, ZARA shall not assume any responsibility whether it be for direct or indirect damages, emergent damage and/or for lost profit.

ZARA precludes any responsibility for the damages and harm of any natural act that may be due to the lack of veracity, accuracy, exhaustiveness and/or actuality of the Contents sent, diffused, stored, made available or received, obtained or to those that may have been accessed through the Website, neither for contents provided by or offered from third parties, be they individuals or entities. ZARA shall attempt insofar as is possible to conduct and remedy such information found in the Website that does not comply with the minimal guarantees of veracity.

ZARA precludes any responsibility for damages and harm of any class that may be due to the presence of a virus or the presence of other injurious elements in the contents that may produce alterations in the information systems, such as in stored documents or systems therein, provided they are not attributable to accordance with current laws.

ZARA is not responsible for the use that Users conduct in the Website and of its Contents that may imply a violation of any type of rule, national or international, of the intellectual property rights, industrial rights or any other rights of third parties. Equally, it is not responsible for possible security errors that by the fact of using older versions of browsers may be produced, or for the consequences that may be derived by poor browser operations, whether it be by inadequate configuration, the presence of computer viruses or any other cause alien to ZARA.

ZARA reserves the right to block and/or expel Users who may misuse the Website.

Unless the contrary has been expressly stated in these Conditions or the law provides for the contrary, ZARA accepts no responsibility for the following losses, no matter their origin:

- i. Loss from deposits or sales
- ii. Loss of business
- iii. Profit loss or contract loss
- iv. Loss of expected savings
- v. Loss of information
- vi. Loss of management time or office hours

## 9. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS, AND OTHER RIGHTS

### 9.1 Applicable Legislation

The Website, as well as the Contents, Services and elements found therein, are property of or are under the control of ZARA or third parties that have authorized use, and are protected, without limit, by the intellectual and industrial property laws of the Kingdom of Spain and by any applicable international treaties and conventions.

### 9.2 ZARA's rights

ZARA, or any third party that may have authorized use, reserves all rights of law over any and all of the Contents, Services or elements that are part of the Website, henceforth, the "**Property**".

### 9.3 Rights of Third Parties

The User recognizes and accepts that Contents and Services which may be property of third parties are found and whose rights are protected by applicable legislation regarding intellectual or industrial property, rights of exploitation of commercial value and advertising images and other similar rights as the case may be.

#### 9.4 Reservation of rights

The user promises to not delete, suppress, alter, manipulate nor in any way modify: (a) those notes, legends, indications or symbols that ZARA or legitimate rights holders make part of its property in regards to intellectual or industrial property (such as, for example, copyright ©, ® and ™, etc.), (b) the technical devices of protection or identification that the Contents may contain (such as, for example, watermarks, digital fingerprints, etc.).

### 10. LICENSES OF THE PROPERTY

10.1 The User agrees that in virtue of these General Conditions, ZARA does not surrender nor transfer to the user any right over its Property or over any property of third parties. ZARA only authorizes the user the access and use of its Property in conformity with the terms indicated in these General Conditions.

10.2 ZARA authorizes the users to access and browse the Website, using the Services and visualizing the Contents therein.

10.3 The users are not authorized to copy, distribute, transmit, communicate, modify, alter, transform, surrender or, in any other way, deploy activities that carry a commercial use on the Website, its pages, Contents or integrated elements, in part or in full, without the express written consent of the legitimate holder of the rights of exploitation.

10.4 The access, visualization and, as the case may be, downloading of the Contents and/or Services shall always and in every case be done for strictly personal purposes and never commercial.

10.5 ZARA concedes no other license nor authorization of use to the user over any Property distinct from that which is detailed expressly in this clause.

### 11. LINKS FROM OUR WEB PAGE

The present Conditions refer only to the contents of the Website [www.zara.com](http://www.zara.com) and do not apply to the links or websites of third parties that may eventually be accessible via the Website.

Should our Website contain links to other web pages and material of third parties, said links facilitate only informative results, without us having any control over the content of those web pages or materials. Therefore, we accept no responsibility for any harm or loss derived from its use.

ZARA reserves the right to unilaterally delete at any time any link that may appear on the Website.

The users and, in general, those persons who may propose the establishment of a link between their website and the Website must comply with the following conditions. Any other pretense of a link different than that stipulated in this clause shall require advance written acceptance by the Company.

The user may not reproduce nor limit, in total or in part, the contents of the Website, nor any graphic appearance thereof ("look and feel"), nor produce frames ("frames"), nor dovetailed links ("link inline") from pages of the Website.

The user shall not create a browser, frame, or navigation environment or bar on the pages of the Website.

The user shall not produce false, inaccurate, incorrect or denigrating displays or suggestions about the Website, ZARA or its Property and, in particular, shall not declare nor imply that ZARA collaborates or is a collaborating partner and/or that in any form has supervised or assumed in any way the contents or services offered or made available on the web page on which the link is established.

The web page on which the link is established shall not contain any mark, commercial name, label of establishment, denomination, logo, slogan or other distinct signs pertaining to ZARA, except those which are a part of the link itself or those other Properties that may have been previously licensed in writing by ZARA.

The web page on which the link is established shall not contain illicit information or contents, contrary to moral, generally accepted customs and public order, as well as no content or services contrary to any rights of third parties.

## **12. VIRUSES, PIRATING AND OTHER COMPUTING ATTACKS**

The User shall not make any improper use of the Website by intentionally introducing any virus, Trojan horse, worm, logic bomb or any other program or material that is technologically harmful or damaging. The User shall not attempt to have unauthorized access to the Website, to the server where the Website is located or any server, computer or database related to our Website. The User promises to not attack this Website by means of a denial-of-service attack or of a distributed denial-of-service attack.

The breach of this clause could carry with it the commission of statutory infractions of applicable law. We will notify the proper authorities of any breach of this law and we will cooperate with them to discover the attacker's identity. Therefore, in case of breach of this clause, authorization to use this Website shall be immediately revoked.

We shall not be responsible for any harm or loss resulting from an attack of denial-of-service, viruses or any other program or material that is technologically harmful or damaging that may affect your computer, computing equipment, information or material as a consequence of the use of this Website or the downloading of contents from it or from those to which they are redirected.

## **13. WRITTEN COMMUNICATIONS**

Applicable law may require that part of the information or communications that we possibly may send you must be in writing. While using this Website, the User accepts that the majority of said communications shall be electronic. We will contact you via email or we will provide you with information by posting notices in this Website, as the case may be. This condition shall not affect your rights recognized by law.

## **14. NOTICES**

The notices you send us should be sent via our contact form. According to the above, and unless stipulated otherwise, we may send you communications via email.

It is understood that notices will have been received and correctly made in the same instant in which they are posted on our Website, 24 hours after having been sent an email or three days after the posting date of any letter, as the case may be. In order to prove that the notice had been sent, it shall be sufficient to prove, in the case of a letter, that the address was correct, it was correctly sealed and was duly given to

the post office or a post box and, in the case of an email, that it was sent to the correct email address as specified by the recipient.

## **15. OCCURRENCES OUT OF OUR CONTROL**

fortuitous ZARA shall not be responsible for the delays or faults that may be produced by accessing, using or operating the Website or its Contents, such that neither the interruptions, suspensions or poor working of them, when they may originate by failures produced by any force majeure instance or random cause.

We shall not be responsible for any breach of the clauses of these intended Conditions, when they are due to occurrences that are out of our reasonable control (henceforth, "**Cause of Force Majeure**").

The Causes of Force Majeure include any act, occurrence, fault of exercise, omission or accident that may be outside our reasonable control and, among others, the following:

- i. Strikes, lockouts or other action claims.
- ii. Civil commotion, revolt, invasion, terrorist threat or attack, war (declared or not) or threat of or preparations for war.
- iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- iv. Impossibility of use of trains, ships, airplanes, motor transport or other means of transpiration, public or private.
- v. Impossibility of use of public or private telecommunications systems.
- vi. Acts, decrees, legislation, laws or restrictions of any government or public authority.

It is understood that the obligations shall be suspended during the time the Force Majeure continues, and we shall provide an extension to the term to complete said obligations for a period of time equal to the duration of the Cause of Force Majeure. We shall take all reasonable measures so that the Cause of Force Majeure ends or to find a solution that allows us to fulfill our obligations despite the Cause of Force Majeure.

## **16. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

These Conditions are binding as much to you as to us, as well as to our respective successors and assigns. You may not assign, transfer, encumber, subrogate or by any other means transfer these Conditions or the rights or obligations established herein without obtaining the express written consent of ZARA.

ZARA may assign, encumber, subrogate or by any other means transfer to third parties, totally or in part, the rights and obligations derived from the Conditions, to which the User gives consent. To avoid any doubt, said transmissions, assignments, encumbrances or other transfers shall not affect the rights that you as a user have as recognized by the law nor shall they annul, reduce or limit in any other form the guaranties, express or implied, that we may be able to grant.

## **17. WAIVER**

The absence of requirement on our part to strictly fulfill any of the obligations assumed by you by virtue of these Conditions or the lack of exercise on our part of the rights or actions that may correspond to us by virtue of these Conditions, does not admit neither waiver nor any limitation in relation to said rights or actions, nor shall it exonerate you from fulfilling such obligations.

No waiver by us of a right or concrete action shall assume a waiver of other derived rights or actions from these Conditions.

No waiver by us of any of these Conditions shall take effect by not being expressly established that it is a waiver and formalized and communicated to you in writing in conformity with what is stated in the previous Notifications section.

## **18. PARTIAL VOIDING**

If any of the present Conditions or provisions should be declared null and void by the final decision as dictated by proper authority, the remaining terms and conditions shall remain in effect, so long as they are not affected by said declaration of nullity.

## **19. COMPLETE AGREEMENT**

These Conditions and entire document to which express reference is made herein constitute the current integrated agreement between you and us as related to the objects herein and supersede any other pact, agreement or promise previously made between you and us, verbal or written.

## **20. APPLICABLE LAW AND COMPETENT JURISDICTION**

All questions or controversies that may arise between ZARA and the User relative to the interpretation, fulfillment and validity of these Conditions shall be abided by the clauses herein and, in case they were not addressed herein, in accordance with Spanish law, expressly submitting under the parts of jurisdiction of the courts and tribunals of the User's domicile.

Should the dispute be with a company, both parties submit, with express waiver to any other jurisdiction, to Spanish courts and tribunals.

## **21. MORE INFORMATION**

We welcome your comments and suggestions. We ask that you send us any comments and suggestions, as well as any questions, complaints or claims via our contact form.

Your complaints and claims sent to our customer service will be addressed as soon as possible and within the established legal term.