

## USE AND PURCHASE CONDITIONS WWW.ZARA.COM

### 1. INTRODUCTION

This document, in addition to the documents referenced herein, establishes the conditions that regulate the use of this website (www.zara.com) and the purchase of products on the site (hereinafter the “Conditions”), regardless of the application, digital medium, format, or device used to access the page. Please carefully read these Conditions and our Cookies and Privacy Policy (“Cookies and Privacy Policy”) before using this website. By using this website or placing an order on the site, you agree to these Conditions and our Cookies and Privacy Policy. Therefore, if you do not agree with the entirety of the Conditions and the Cookies and Privacy Policy, you must not use this website.

If you have any questions regarding the Conditions or Cookies and Privacy Policy, you can contact us at our contact addresses.

You can choose to make the contract in any of the languages in which the Conditions are offered on this website.

### 2. OUR INFORMATION

Items are sold on this website under the name ZARA by IBEROTEX S.A.C, with tax ID (RUC) No. 20544353714 and offices at Calle El Parque Nro. 149 (Segundo Piso) SAN ISIDRO – Lima, province of Lima, registered with Electronic Record No. 12691569 in the Legal Persons Register of Lima, phone number: +51 4352009 and e-mail address for notifications: [notificaciones@iberotex.com.pe](mailto:notificaciones@iberotex.com.pe).

### 3. YOUR DATA AND VISITS TO THIS WEBSITE

The personal data or information that you provide about yourself will be processed in accordance with the provisions of Law No. 29733 of the Personal Data Protection Act and its Regulations and by the Cookies and Privacy Policy. By using this website, you agree to the processing of this information and data and state that all the information or data provided are true and factually correct.

### 4. USING OUR WEBSITE

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

- i. Use this website solely for legally valid orders or information.
- ii. Not place any fraudulent or false order. If it can be reasonably considered that an order of this type is made, we will be authorized to cancel it and report it to the appropriate authorities.
- iii. Provide us with a true and accurate email address, mailing address, and/or other contact data. Additionally, you agree that we can use this information to contact you if necessary (see our Privacy Policy).

If you do not provide all of the information we need, we will not be able to process your order.

By placing an order on this website, you confirm that you are more than 18 years old and have the legal capacity to sign contracts.

## 5. SERVICE AVAILABILITY

The items offered on this website can only be shipped within Peruvian territory.

## 6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchasing procedure and click on **Authorize Payment**. Next, you will receive an email with the order receipt (the "Order Confirmation"). Additionally, we will send an email notification when the product is shipped (the "Shipping Confirmation").

## 7. TECHNICAL METHODS TO CORRECT ERRORS

In the event that you notice that an error has occurred while providing your personal information during user registration on this website, you can modify the data in **My Account**.

In any case, you can correct errors in the personal data provided during purchasing by contacting customer service through the website's chat service. In addition, you can exercise your right to correction as specified in our Cookies and Privacy Policy.

This website will display confirmation windows in several parts of the purchasing process that will not allow you to continue with the order if the data in those sections has not been correctly provided. Additionally, this website provides the details of all the items you add to your basket during purchasing so that you can modify the order data before making the payment.

If you notice an error with your order after finalizing payment, you must immediately contact our customer service through the channels available on our website.

## 8. PRODUCT AVAILABILITY

All orders are subject to product availability. If there are problems in supplying the product or if there are no items in stock, we will reimburse you for any amount you have paid.

## 9. DELIVERY

Unless there are problems resulting from product personalization, or there are unexpected or unusual issues, we will send you the order consisting of the product(s) listed in each Shipping Confirmation by the arrival date stated on the website according to the selected shipping method. In any case, orders will always arrive within 30 calendar days of the Order Confirmation date.

If we cannot ship the item by the delivery date for any reason, we will notify you and give you the option to specify a new delivery date or cancel the order with full reimbursement for the amount paid. Keep in mind that we do not make home deliveries on Saturdays or Sundays.

For the purposes of these Conditions, it is considered that the delivery has been made or the order has been delivered when you or someone designated by you has possession of the products, which will be confirmed with a signature of receipt of the order 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 our designated location. In addition, we will leave a note explaining where you can find your order and what you need to do for it to be sent again. If you will not be at the delivery location at the scheduled time, we ask that you contact us to schedule delivery for another day.

If your order has not been delivered for a reason beyond our control, and the order has been ready for delivery for more than 15 days, we will assume that you wish to terminate the contract and we will consider it cancelled. As a result of terminating the contract, we will return all payments made by you, including the delivery costs (except for the additional costs resulting from your selection of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and always within 25 days of the date the contract is cancelled. Please keep in mind that transportation resulting from terminating the contract may have an additional cost. Therefore, we will be authorized to charge you for the additional costs.

#### **11. TRANSFER OF RISK AND OWNERSHIP**

The user will be responsible for the products from the moment they are delivered.

You will acquire ownership of the products when we receive full payment of all the amounts due for the products, including shipping costs, or upon delivery (according to the definition in clause 9 above), if the products are delivered at a later time.

#### **12. PRICE AND PAYMENT**

The prices on the website include sales tax, but exclude shipping costs, which will be added to the total amount due as explained in the Shipping section of our Shopping Guide.

Prices can change at any time, but (except for the foregoing specifications) the possible changes will not affect the orders for which an Order Confirmation has already been sent.

Once you have selected all the items you wish to purchase, they will be added to your basket. The next step will be to process the order and make the payment. To do so, you must follow the steps in the purchasing process, providing or confirming the information

requested from you at each step. Additionally, you can modify your order's information during the purchasing process, prior to making the payment. A detailed description of the purchasing process can be found in the Shopping Guide. In addition, you can find a list of the orders made under **My Account**.

You can use credit cards for payment: Visa, Mastercard, Diners Club, American Express, and debit cards issued in Peru.

By clicking on **Authorize Payment**, you are confirming that the credit/debit card is yours.

To minimize the risk of unauthorized access, your credit card's data will be encrypted. Credit cards are subject to checks and approvals by the issuing company, but if the company does not authorize payment, we will not be responsible for delayed delivery or failure to deliver and we will not be able to enter into any contract with you.

### **13. EXPRESS CHECKOUT**

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the "Shopping Bag" section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card details" option. This will result in the following card details being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Conditions and the Privacy and Cookies Policy.

By agreeing to use Express Checkout, you authorize that purchases paid through the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite Card in the My Account section of this webpage.

The provisions of this clause shall not apply if you buy goods as a guest.

### **14. SALES TAX AND BILLING**

Pursuant to Peruvian law, the sale of goods in Peru is considered to be an activity subject to this tax. Consequently, any order made will be subject to the sales tax (IGV) rate in force at the time of purchase.

## 15. RETURN POLICY

You do not have the right to return any of the following products:

- Personalized items.
- CDs/DVDs without their original packaging.
- Items sealed for health or hygiene reasons that have had their seal removed after delivery.

However, except for the aforementioned products, you may make returns within 30 days of the Shipping Confirmation at any ZARA store in Peru or by a messenger/courier service that we send to your residence.

### Returns at ZARA stores:

You can return the products to us at any of our ZARA stores in Peru. In this case, you must go to any store and provide the item with the electronic receipt sent alongside the Shipping Confirmation. The receipt can also be found in your account on the website and in the ZARA app. You can provide the electronic receipt by displaying it digitally on the screen of your mobile device or by taking a printout to the store.

### Returns by a messenger/courier service:

You must contact us through our return request so we can schedule pickup at your home. You must return the merchandise in the same packaging that you received it, following the instructions found under the **RETURNS** section on this website.

Neither of the two options will have any additional cost for you.

Please, keep in mind that if you decide to return the items to us by any other unapproved means, we will be authorized to charge you for any expenses we incur.

After examining the item, we will notify you if you have to the right to reimbursement for the amounts paid. Transportation costs will only be reimbursed if the return is done during the agreed period and the items making up the order in question are returned. Reimbursements will be made as soon as possible and always within 25 days of the date we notify you that you have the right to reimbursement. However, we can withhold reimbursement until we have received the merchandise or until you have presented proof of return of the merchandise, whichever comes first. Reimbursement will always be done by the same payment method that you used to pay for the purchase. You will assume the cost and risk of returning the products to us, as stated previously. If you have any questions, you can contact us by one of the methods available on our website.

### **15.1 Returns of defective products**

In the event that, upon delivery, you believe the product does not match what was established in the contract, you must contact us immediately through one of our contact methods, providing the product details and the damage. We will then let you know how to proceed.

You can return the product at any of our ZARA stores in Peru or by giving it to a messenger service that we will send to your home when you request pickup.

We will then carefully examine the returned product, and we will send you an email notification within a reasonable time period if the product will be reimbursed or replaced (if appropriate). The item will be reimbursed or replaced as soon as possible and always within 25 days of the date we send the email confirming reimbursement or replacement for the defective item.

Full reimbursement will be made for the amounts paid for products returned due to a fault or defect, when it truly exists, including delivery costs incurred from delivering the item and the expenses you may have incurred from returning it to us. Refunds will be made through the same payment method that was used to pay for the purchase.

The rights recognized by applicable legislation in Peru are unaffected.

## **16. WARRANTIES**

If you enter the contract as a consumer and user, we offer you the legal warranty for the products we sell on this website, under the terms that are legally established for each product type, therefore taking responsibility for the defects in quality present in the products. The warranty period is three (3) months for footwear and six (6) months for other products following the delivery date.

Products are considered to comply with the contract provided that (i) they fit the description we provide and have the characteristics we have presented on this website, (ii) are appropriate for uses normally intended for products of the same type, and (iii) have the normal quality and features of a similar product type that can be expected within good reason. Therefore, if any of the products do not comply with the contract, you must notify us, following the procedure described in section 15.4 above and by one of the contact methods provided for this purpose.

The products we sell, particularly handmade products, often have the characteristics of the natural materials used in their production. These characteristics, such as variations in the grain, texture, knots, and color, are not considered to be defects or faults. On the contrary, they should be expected to be present and valued. We only select the highest quality products, but natural characteristics are inevitable and must be accepted as part of the product's individual appearance.

## **17. RESPONSIBILITY AND EXONERATION OF RESPONSIBILITY**

Except when expressly specified otherwise in these Conditions, our responsibility regarding any product acquired on our website will be strictly limited to the product's purchase price.

However, with the exception of legal requirements to the contrary, we will not accept any responsibility for the following losses, regardless of their cause:

- (i) loss of income or sales;
- (ii) loss of business;
- (iii) loss of profit or contracts;
- (iv) loss of expected savings;
- (v) loss of data; and
- (vi) loss of administration time or office hours.

Due to this website's open characteristics and the possibility that errors may occur in digital information transmission and storage, we do not guarantee the accuracy and security of information sent or obtained through this website unless expressly stated otherwise.

## **18. INTELLECTUAL AND INDUSTRIAL PROPERTY**

You acknowledge and agree that any copyright, registered mark, and other intellectual and industrial property rights for the material or contents provided as part of the website correspond at all times to us or to whomever has given us license for their use. You may only use this material in the manner expressly authorized by us or by whoever has given us license for its use. This will not keep you from using this website as needed to copy the information about your order or contact information.

## **19. VIRUSES, PIRACY, AND OTHER VIRTUAL ATTACKS**

You must not use this website inappropriately by intentionally inserting viruses, trojan horses, worms, logic bombs, or any other technologically harmful or damaging material or program. You shall not attempt to gain unauthorized access to this website, the server where the site is contained, or any server, computer, or database associated with our website. You agree to not attack this website with a denial-of-service attack or a distributed denial-of-service attack.

Violation of this clause could imply the commission of infractions as defined by the applicable regulations. We will report any violation of these regulations to the competent authorities, and we will cooperate with them to find the identity of the attacker. Additionally, in the event of violation of this clause, you will immediately lose authorization to use this website.

We will not be responsible for any damage or loss resulting from a denial-of-service attack, virus, or any other technologically harmful or damaging material or program that might affect your computer, data-processing equipment, data, or materials as a result of using this website or downloading content from this site or sites it redirects to.

## **20. LINKS FROM OUR WEBSITE**

If our website has links to other websites or third-party materials, these links are provided for purely informational purposes. We have absolutely no control over the content of these websites or materials. Therefore, we accept no responsibility for any damage or loss resulting from their use.

## **21. WRITTEN COMMUNICATION**

Applicable regulations require that part of the information or communication that we send to you be written. By using this website, you accept that most of these messages will be electronic. We will contact you by email, or we will provide information by posting notices on this website. For contractual purposes, you agree to use this electronic communication format and acknowledge that all contracts, notifications, information, and other messages that we send electronically meet the legal requirements of being written. This condition will not affect your legally recognized rights.

## **22. NOTIFICATIONS**

Any notifications that you send us must be sent via any of the communication channels provided for such purposes. Pursuant to the provisions of clause 21 above, except where specified otherwise, we can send you messages either by email or to the mailing address you provided when placing an order.

The notifications are considered to be received and done correctly at the exact moment they are uploaded to our webpage, 24 hours after sending an email, or 3 days after a letter's postmark date. To check that the notification was made, you need only verify, for letters, that the address was correct, it was properly sealed, and it was correctly delivered to a post office or postbox and, for email, that the email was sent to address specified by the receiver.

## **23. TRANSFER OF RIGHTS AND OBLIGATIONS**

The contract is binding for you, us, and our respective successors, transferees, and assignees. You cannot transmit, assign, relinquish, or in any way transfer the contract or any of its rights or obligations without our prior written consent.

We can transmit, assign, relinquish, subcontract, or transfer the contract or any of its rights or obligations at any time during its validity period. You grant your approval of this by accepting this contract. To avoid any uncertainty, these transmissions, assignments, or other transfers will not affect your legally recognized rights, where applicable, as a consumer or cancel, reduce, or limit in any way both the explicit and tacit warranties that we may have given.

## **24. EVENTS BEYOND OUR CONTROL**

We will not be responsible for any failure to comply or delay in compliance with any of the obligations undertaken as a result of events that are beyond our reasonable control (“Act of God or Force Majeure”), in accordance with the provisions of Article 1315 of the Peruvian Civil Code.

The Act of God or Force Majeure can include any act, event, failure to act, omission, or accident that is beyond our reasonable control and, among others, the following:

- a. Strikes, lockouts, or other activist actions.
- b. Civil unrest, revolt, invasion, terrorist attack or threat, war (declared or not), or war preparation or threat.
- c. Fire, explosion, storm, flooding, earthquake, subsidence, epidemics, or any other natural disaster.
- d. Inability to use public or private trains, boats, airplanes, motorized transportation, or other modes of transportation.
- e. Inability to use public or private telecommunication systems.
- f. Acts, decrees, legislation, regulations, or limitations by any government or public authority.

The obligations will be suspended while the Act of God or Force Majeure situation continues. We will have the right to an extension to fulfill said obligations for a time period equal to the duration of the Act of God or Force Majeure. We will implement all reasonable means to end the Act of God or Force Majeure or to find a solution that allows us to meet our obligations despite the Act of God or Force Majeure.

## **25. WAIVER**

The fact that we do not require you to strictly comply with any of the obligations assumed by you under a contract or these Conditions or that we do not exercise the rights or actions that correspond to us under this contract or Conditions does not imply a waiver or limitation of these rights nor does it exonerate you from complying with the obligations.

Our waiver of a specific action or right does not imply a waiver of other rights or actions derived from a contract or Conditions. Our waiver of any of these Conditions or the rights or actions derived from a contract will not take effect, unless it is expressly established that it is a waiver, is made official, and is notified to you in writing pursuant to the provisions in the Notifications section above.

## **26. SEVERABILITY**

If any of these Conditions or any provision of the contract is declared null and void by the final decision of a competent authority, the other terms and conditions will remain valid and unaffected by the declaration of invalidity.

## **27. COMPLETE AGREEMENT**

These Conditions and the entire document expressly referenced in them are the full agreement between you and us regarding the aim of the conditions and replace any other prior commitment, contract, or agreement made verbally or in writing between you and us.

We both give approval for the creation of a contract without having relied on any statement or commitment that was made by the other party or could be inferred from any statement or written document in the negotiations initiated between both parties in the contract, except what is expressly stated in these Conditions

Neither of us have any action in the event of any unclear statement made verbally or in writing by the other party prior to the contract date (except if the unclear statement was made fraudulently). The only action the other party will have will be from failure to comply with the contract in accordance with the provisions of these Conditions.

## **28. OUR RIGHT TO MODIFY THESE CONDITIONS**

We reserve the right to modify the Terms and Conditions. We will keep you informed of any substantial changes made thereto. The introduced changes will not be retroactive, except when it is provided by law.

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

## **29. APPLICABLE LEGISLATION AND JURISDICTION**

Use of our website and contracts to purchase products on said website will be regulated by Peruvian legislation.

Any controversy that arises or is associated with the use of the website or these contracts will be subject to the jurisdiction of Lima's courts of law.

If you are entering the contract as a consumer, nothing in this clause will affect the rights granted to you by the legislation in force.

## **30. COMMENTS, SUGGESTIONS, COMPLAINTS, AND CLAIMS**

Your comments and suggestions are welcomed. We ask that you send us your comments and suggestions, as well as any question, complaint, or claim via any of the communication channels provided for such purposes.

Your complaints and claims sent to our customer service will be responded to as soon as possible and always within the legally established period. Additionally, they will be recorded with an identifier that we will provide to you, which you can then use to track them.

### **Termination form template**

**(This form must only be completed and sent if you wish to terminate the contract)**

To IBEROTEX, S.A.C., operating under the trade name ZARA, with offices at Calle El Parque Nro. 149 (Segundo Piso) SAN ISIDRO – Lima, province of Lima.

I hereby inform you that I terminate my sales contract for the following merchandise:

Ordered on/Received on (\*):

Consumer name:

Consumer address:

Consumer signature (only if this form is submitted on paper) Date:

(\* ) Cross out what is not applicable