

TERMS AND CONDITIONS OF PURCHASE AND USE OF PORTAL

1. INTRODUCTION

This document (hereinafter referred to as the “**Terms and Conditions**”), together with the other documents mentioned therein, sets out the conditions to which the use of the portal (www.zara.com) is subject, as well as the use of any ZARA mobile applications for smartphones or other mobile or electronic devices and the making of purchases through them.

We encourage everyone to carefully read these Terms and Conditions, our Cookie Policy and Privacy Policy (collectively, the “**Data Protection Policy**”) before using our website. The User must accept the Terms and Conditions before the User places an order, and once accepted, the provisions of these Terms and Conditions will be binding on the order the User places.

The Terms and Conditions are subject to change. However, the changes will not apply to the Terms and Conditions provisions accepted by the User for the orders already placed. It is very important that the User reads the Terms and Conditions and Data Protection Policy each time the User places an order.

If there are any questions about the Terms and Conditions or Data Protection Policy, the User may contact us using the contact form to be found on our portal.

The contract for the purchase of products via www.zara.com is concluded between the User and ZARA or Zara Home respectively (see item 2 letters i-ii below). Such contract will hereinafter be referred to as the “**Contract**”.

All “**Consumer**” provisions of the Terms and Conditions apply to Users who are natural persons who enter into Contracts with us:

- Not directly related to their business; or
- As sole proprietors, when the contracts are directly related to their business but it is apparent from the content of the contracts that they do not apply to those persons in a professional capacity.

2. ABOUT US

The sale of goods on this portal is carried out by:

i. For all products except those in the “Home” category – **Zara Polska sp. z o.o. with its registered office in Warsaw (Poland), ul. Mysia 5, 00-496 Warsaw (Poland)**, entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw (Poland) in Warsaw (Poland), XII Commercial Division of the National Court Register, under the number KRS 0000030634, REGON: 014954941, NIP (Tax ID/VAT number): **527-222-75-88, having a share capital of PLN 10,637,000 (hereinafter also referred to as “ZARA”)**.

ii. **For products in the “Home” category** – Zara Home Polska sp. z o.o. with its registered office at Warsaw (Poland), ul. Mysia 5, 00-496 Warsaw (Poland), entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw (Poland). Warsaw (Poland) in Warsaw (Poland), XII Commercial Division of the National Court Register, under the number KRS 0000313621, NIP: 7010149345, REGON: 141501098, having a share capital of PLN 4,022,700 (hereinafter also referred to as **“Zara Home”**).

ZARA and Zara Home shall hereafter be referred to collectively in the plural as **“we”**.

You may contact us at the following address: ul. Mysia 5, 00-496 Warszawa, email: info-pl@zara.com , via phone: +48 800 702 469 or via the online app WhatsApp or via chat at www.zara.com.

Pursuant to the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013 (i.e., Polish Journal of Laws 2020 item 893) Zara Polska sp. z o.o. and Zara Home Polska sp. z o.o. Declare – each on its own behalf – that each of the above-mentioned companies has the status of a large enterprise.

3. INFORMATION ABOUT THE USER AND THEIR VISITS TO THIS PORTAL

Information and personal data provided by the User shall be processed in accordance with the Data Protection Rules.

4. USE OF THE PORTAL

The portal www.zara.com is run by ZARA.

When using the Portal and placing orders through the Portal, the User agrees to:

i. Use the portal only to submit relevant enquiries and legally binding orders; ii. Not to place false or fraudulent orders. If we suspect that such an order has been placed (e.g. in the case of a stolen credit card or similar scenario), we will, to the extent possible, attempt to contact the User in order to verify the validity of the above suspicion, based on the contact information we have and, if the above suspicion is confirmed, we have the right to cancel the order and notify the User of the situation;

iii. Provide us with their e-mail and/or mailing address and/or other contact information. If the User does not provide us with all of the required information, the User will not be able to place an order.

By placing an order on this portal, the User declares that he/she is of legal age and has full legal capacity (to conclude Contracts).

5. SERVICE AVAILABILITY

Items offered on this portal can be delivered only within the territory of Poland.

If the User wishes to order products from another EU country outside of Poland via www.zara.com, this is of course possible; however, the ordered products can only be delivered to a ZARA sales outlet or to a delivery address within Poland.

6. HOW TO PLACE AN ORDER

To place an order, the User must go through the entire online purchase procedure, i.e. add the selected product to the shopping cart, proceed to payment (as a registered User or by choosing to purchase as a guest) and click the **“Place the Order”** button.

If, after placing an order, the User realises that there is an error in the order regarding the type or quantity of products selected or regarding other data, the User should immediately call us on **800,702,469**.

The User will then receive an email confirming that ZARA and/or Zara Home has received the order (**“Order Confirmation”**).

The Order Confirmation email does not signify our acceptance of the order; it simply confirms that we have received the User’s order. Once we have processed the order and prepared it for shipment, we will send the User an e-mail that will indicate that we have accepted the order, and that will contain the User’s shipping information (**“Shipping Confirmation”**).

Acceptance of the order is at our discretion. In order to ensure that the product selected by the User is available, we will not accept an order until we have prepared the product for shipment. In most cases, this will be within twenty-four hours for products that are in the nearest warehouse. If, at the time of preparing the order, we find that the product that the User has selected is no longer available in stock, we will notify the User to remove that item from the order.

When we dispatch the order and the User receives the Dispatch Confirmation, a Contract is agreed between us and the User. Along with the Dispatch Confirmation, the User will receive

the content of these Terms and Conditions, which constitutes a model Contract. The Terms and Conditions can be stored on your computer or other personal devices and reviewed as needed. You can also download the file independently in PDF format from our website:

<https://static.zara.net/static//pdfs/PL/terms-and-conditions/terms-and-conditions-enPL20200428.pdf>

The User's order is also recorded and stored by our system. Accounting documents confirming a Contract made through our portal are kept for a period of 5 years.

7. DELIVERY

We will deliver the product(s) in accordance with the Dispatch Confirmation and on the date indicated therein or, if no delivery date is indicated, within the approximate time frame indicated when you select the type of delivery, and in any event within a period not exceeding 30 days from the date of the Contract. If, due to exceptional circumstances, we expect that there may be a delay, we will contact the User to arrange a new delivery date or if the User does not accept the proposed date, the User has the option to cancel the Contract. In such event, any monies paid under the Contract will be refunded without undue delay.

For the purposes of these Terms and Conditions, a “**delivery**” shall be deemed to have been performed or an order to have been “**delivered**” when the User or a third party designated by the User actually takes possession of the product, as evidenced by a signature on the receipt of the ordered products at the agreed delivery address.

Please note that we do not make deliveries to PO Box addresses, student housing, or hotels. Please also note that we do not deliver to your location on Saturdays, Sundays or public holidays.

The delivery of a virtual gift card will be deemed to have taken place in accordance with the provisions of the Terms and Conditions for the use of the gift card and, in any case, when it is sent to the email address indicated by the User.

8. INABILITY TO DELIVER

If the User is in default in picking up the order, we will give the User additional time to pick up the order. If we are unable to deliver the order within this additional period, we have the right to cancel the order (withdraw from the Contract) and the Contract will be terminated. In such event, any monies paid under the Contract will be refunded without undue delay.

This Article does not apply to virtual gift cards, as their delivery is subject to the Gift Card Terms and Conditions and Article 7.

9. TRANSFER OF RISK AND OWNERSHIP OF PRODUCTS

Upon delivery, the risks associated with the product are the responsibility of the User. The User will take full possession of the products upon delivery.

10. PRICE AND PAYMENT

The prices listed on the portal include VAT. However, prices do not include shipping charges, which are added to the price to be paid by the User at the end and presented to the User before the User places the order – expressing the willingness to be bound by the contract at a distance. Our Shopping Guide includes information on shipping costs.

The User expressly authorises us to invoice the User electronically. ZARA shall issue invoices for those products for which ZARA is the contracting party (seller). Zara Home shall issue invoices for those products for which Zara Home is the contracting party (seller).

Prices are subject to change at any time. However, except for the addition of shipping costs, price changes do not apply to orders already placed.

Once the User has selected all of the products, they are added to the shopping cart, after which it is necessary to select the delivery method and proceed to the payment option. To do so, follow all of the steps included in the purchase procedure sequentially, providing or verifying the information required at each step. In addition, during the purchase procedure, but before payment is made (by clicking on the “**Place the Order**” button), the User may change the order details. The Shopping Guide provides a detailed description of the purchasing procedure. In addition, registered Users will find the history of all of their orders in the “**My Account**” tab at www.zara.com, while for other Users (non-registered) the details of a given order is available via a link sent in the Order Confirmation.

The user can complete the payment with the following payment cards: Visa, Mastercard, American Express or BLIK, IN Card employee card, or via a PayPal or Przelewy 24 account, or using Apple Pay (available for select iPhone and iPad devices). The User can also pay for the purchase in full or in part with a Zara gift card or voucher issued by Zara Polska sp. z o.o.

Gift cards or vouchers issued by Zara Home cannot be used to pay for purchases at www.zara.com.

In the case of **orders made by means of electronic devices (iPod)** available in some ZARA stores in Poland, the User may also pay for the order at the **store’s cash desk**, using the

following payment methods: cash, payment cards: Visa, Mastercard, American Express, employee IN Card, gift card or voucher issued by

ZARA. To complete the order, the User must go to the shop's checkout and pay (by choosing one of the above payment methods) for the selected products **within one hour**.

The possibility to make orders via electronic devices (iPod) available in ZARA stores in Poland does not apply to products for which ZARA Home is the contracting party.

If the User **places an order via an electronic device (iPod) but wishes to cancel the order placed**, the User may do so only after payment has been made and the order delivered to the User. Accordingly, once payment has been made and the ordered product has been delivered, the User may return the ordered product in accordance with the return policy.

To minimise the risk of unauthorised access, your card information will be encrypted.

By clicking the **“Place the Order”** button, the User confirms that the card belongs to the User or that the User is the rightful owner of the gift card or voucher.

Credit cards are subject to verification and require authorisation by the card issuer; if the card issuer does not confirm payment processing, we will not be responsible for any delay or failure in delivery and will not be able to enter into a Contract with the User.

Please note that the **“Size Change”** option will only be available if the following payment methods are used: Visa, Mastercard, American Express. The **“Size Change”** option does not apply to products for which Zara Home is the contracting party.

With regard to the products for which ZARA is the contracting party, we inform the User that payments made using the following payment methods selected by the User: Visa, Mastercard, American Express PayPal and P24 cards, Apple Pay service, ZARA gift card and voucher are accepted by the Spanish company Fashion Retail, S.A., with registered office at: Avda. de la Diputación, Edificio Inditex, 15142 Arteixo (A Coruña), registered in the Commercial Register of A Coruña, vol. 3425, page 49, C-47731, position 1, fiscal code PL5263097755. These payments are accepted on behalf of and on behalf of Zara Polska sp. z o.o., a related entity of Fashion Retail, S.A. The Spanish company Fashion Retail, S.A. can also refund the payment by the above-mentioned payment methods on behalf of Zara Polska sp. z o.o., if such refund is necessary and the payment was originally accepted by Fashion Retail, S.A.

With respect to products for which Zara Home is a party to the Contract, we inform the User that the rules set out in the paragraph above apply except that the payments are accepted and reimbursed by Fashion Retail, S.A. on behalf of Zara Home.

Zara Polska sp. z o.o. and Zara Home respectively have authorised and empowered Fashion Retail, S.A. to accept on behalf of Zara Polska sp. z o.o. and Zara Home respectively all payments for purchases of products made by the User through this portal and collected at a ZARA outlet in Poland, and to refund payments on behalf of Zara Polska sp. z o.o. or Zara Home respectively, if such refund is necessary (as long as the payment was originally accepted by Fashion Retail, S.A.). All such payments shall be treated as if made to or by ZARA or Zara Home, as applicable.

11. PURCHASE OF GOODS AS A GUEST

Guests, i.e. unregistered Users, can also purchase goods on our portal. For this type of purchase, we ask the User to provide us with the basic data necessary to complete the order. Upon completion of the purchase, we will offer the User the option to register on the Portal or remain an unregistered

User. In order to manage a given order, a non-registered User may access it through a link sent in the Order Confirmation.

12. VALUE ADDED TAX (VAT)

In accordance with current laws and regulations, all purchases made through the Portal include Value Added Tax (VAT), except for goods to be delivered directly to customers in the Canary Islands or Ceuta and Melilla.

Accordingly, in accordance with Chapter 1, Title V of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, the place of supply shall be deemed to be within the territory of the Member State and the address to which the goods are to be delivered, and VAT shall be charged at the rate in force in the Member State to which the goods specified on the order are to be delivered.

In accordance with the rules and regulations of the relevant jurisdiction, the reverse charge principle (Article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a VAT payer. In this case, we do not charge VAT, subject to confirmation by the recipient that it will account for the VAT on the items supplied under the back-charge procedure.

As regards orders delivered to the Canary Islands and to Ceuta and Melilla, they shall be exempt from VAT in accordance with Article 146 of the said Directive, subject to the application of the relevant taxes and duties in accordance with the laws and regulations in force.

13. EXCHANGE AND RETURN POLICY

We inform you that in some cases the refund to the Consumer described in point 13 may be made from a foreign bank account. In such cases, the Consumer's Bank may impose additional charges. That notwithstanding, the Consumer is not obliged to bear any additional costs associated with such a reimbursement. Should the Consumer's Bank impose charges for a bank transfer from a foreign account, please contact Customer Service or call us at +48 800 702 469, and prepare documents confirming that the Consumer's Bank imposed the above-mentioned charges. Within 14 days from the receipt of the above-mentioned documents we shall reimburse the Consumer with the amount of the fee charged by the Consumer's Bank for the transfer from a foreign bank account.

13.1 Statutory right of withdrawal

If the User is a Consumer, he/she has the right to withdraw from the Contract without giving any reason within 14 days from the day on which the Consumer or a third party indicated by him/her (not being the carrier) actually takes possession of the purchased product or, in the case of multiple products included in one order but delivered separately, after 14 days from the day on which the User or a third party indicated by him/her (not being the carrier) actually takes possession of the last of the products.

In order to exercise the right of withdrawal, the Consumer shall notify us by telephone at +48 800 702 469, by e-mail to info-pl@zara.com or using our contact form, or withdrawal from this Contract through a statement (for example a letter sent by post or e-mail). It is not necessary to give a reason for withdrawal. The User may use the Template Withdrawal Form provided in Appendix 1 (for ZARA) or Appendix 2 (for Zara Home) to these Terms, but it is not mandatory.

The Consumer is not entitled to withdraw from the Contract if its subject is the supply of one of the following products:

- i. Products personalised/customised to the Consumer's specifications, non-prefabricated products, products manufactured to the Consumer's own specifications or products designed to meet the Consumer's individual requirements;
- ii. Audio or video recordings or computer programs delivered in sealed packaging if the packaging has been opened after delivery;
- iii. Goods in a sealed package that cannot be returned after opening the package for health or hygiene reasons if the package was opened after delivery.

Effects of withdrawal from the Contract

In the event of a statutory withdrawal from this Contract by the Consumer, we will refund all payments received from the Consumer, including shipping costs, using the same payment method that the Consumer chose when paying for the product, unless the Consumer has expressly agreed to a different refund method, which does not generate any additional costs for the Consumer.

In the case of a statutory withdrawal from this Contract and if you have chosen one of the methods of reimbursement offered by us, we will reimburse the User without undue delay and in any event not later than 14 days from the day on which we are informed about the withdrawal from this Contract. If the Consumer chooses to return and ship the product(s) himself/herself (and has not chosen one of the free return methods we offer, as set out below), we may withhold the refund until we have received the products or until the Consumer provides us with proof of dispatch, whichever occurs first.

If the Consumer chooses to return and ship the product(s) himself/herself (and has not chosen one of the free return methods we offer, set out below), the Consumer must return the returned products to us (by post to the relevant address set out in the Template Contract Withdrawal Form) no later than 14 days after the day on which the Consumer notifies us of their withdrawal from the Contract. The deadline is considered met if the Consumer sends back the products within 14 days.

Except in the case of delivery of the goods to a ZARA or Zara Home (for products purchased from Zara Home) sales outlet in Poland, the Consumer must bear the direct costs of returning the goods.

The Consumer shall only be liable for any reduction in the value of the goods resulting from their use beyond what is necessary to establish their nature, characteristics and operation.

After withdrawing from the Contract, products can be returned free of charge as follows:

- returns at any ZARA or ZARA Home outlet in Poland:

The Consumer may return a product for which the Contracting Party is ZARA in any ZARA sales outlet in Poland, if this sales outlet has the department from which the returned goods originate. In this case, the Consumer may visit the sales outlet and deliver the goods.

The Consumer may return a product for which the Contracting Party is Zara Home in any ZARA or Zara Home sales outlet in Poland. In this case, the Consumer may visit the sales outlet and deliver the goods.

The above return methods shall not incur additional costs for the Consumer.

We recommend returning the product in its original packaging, which will protect the returned product from damage. We also recommend that the User return the product with the e-ticket, sent with the Shipping Confirmation, also stored in his/her account on this portal and in the ZARA application. A non-registered user can also access the e-ticket via the link sent in the Dispatch Confirmation. The User may present his/her e-ticket either electronically on his/her phone or as a hard copy. However, the absence of the above on return does not affect the exercise of the statutory right of withdrawal.

In addition to the above free product return methods, the Consumer may return the product:

- via a courier arranged by us:

If the product(s) are returned via a courier arranged by us, the Consumer bears the cost of the return as set out in HELP – Exchange and Return. The cost of the courier service will be deducted from the amount due to the Consumer for the return of the product. The Consumer may request the courier service in the “**My Account**” tab or contact us using the web form or by phone on 800 702 469 to arrange for the product to be collected from Consumer’s home. If the Consumer purchased the goods as a guest, the Consumer may request a refund through the link sent in the Courier Dispatch Confirmation by calling us on 800 702 **469**.

- using an authorised parcel locker:

The Consumer bears the costs of return by means of authorised parcel machines as set out in the HELP – Exchange and Return tab. The return costs will be deducted from the amount due to the Consumer for the return of the product(s).

The Consumer may return products via authorised parcel machines (this option is not available for products that exceed the size acceptable to the parcel machine). To do so, select “**Return via Parcel Machine**” as the return method from the “**My Account**” tab, after which we will email the Consumer a return label. A return label must be affixed to the package, which must be placed in one of the authorised parcel machines. The product should be in the same packaging in which it was shipped. If in doubt, follow the instructions in the “**Returns**” tab.

If the Consumer has made a purchase as a guest they can use the return method through authorised parcel machines by clicking on the link received in the email – Order Confirmation. This option is not available for products which exceed the sizes accepted by the parcel machines. After verification, the Consumer will receive an email with a return label. The return label must be affixed to the package, which must be placed in one of the authorised parcel machines.

- by himself/herself:

The Consumer can contact us using the contact form or return the product directly to the address indicated on the Template Contract Withdrawal Form. The Consumer will be responsible for the direct costs of such product returns.

Please note that if the Consumer chooses cash on delivery as the method of returning products, we have the right to charge the Consumer for any costs we incur in doing so.

For orders paid for at a physical sales outlet checkout, in all cases, returns must be made at physical ZARA sales outlet. In order to make a refund to the User using the same payment method the User chose when paying for the product – i.e., cash or card – at a physical sales outlet checkout, we will need to refund the User cash in person or the User will need the card used to pay for the order at checkout, respectively. In summary, in order to return products and receive a refund, the User must go to a physical sales outlet (any ZARA sales outlet in Poland) with the products the User wishes to return (and, if applicable, the card the User used for the initial transaction).

Please note that in the situation **where a product is returned and the Consumer does not make use of the free return options offered by ZARA or Zara Home, respectively**, ZARA or Zara Home, respectively, can only accept liability for the product so returned **if the cause is attributable to ZARA or Zara Home, respectively**. In addition, **the Consumer will always be responsible for the actual contents of the shipment**. For this reason – respectively – ZARA or Zara Home is only liable if the returned product was pre-ordered on www.zara.com. In other cases, i.e., where the shipment contains the wrong product or the product is not the product ordered, **ZARA or Zara Home, as applicable, shall not be obligated to bear any costs associated with the potential shipment of such product to the Consumer**. This clause shall not affect the Consumer's statutory rights.

After the expiry of the statutory period for returning the purchased product (i.e. 14 days after the delivery of the purchased product), the consumer has the right to withdraw from the Contract based on **the contractual right of withdrawal** (see item 13.2. below).

13.2 Contractual right of withdrawal

In addition to the Consumer's right of withdrawal under the law in Article 13.1, the User (whether or not the User is a Consumer) has the right to withdraw from the Contract **within 30 days of the Dispatch Confirmation**, effective withdrawal also being conditional on the actual return of the product within that period.

This condition also applies to returns via courier or authorised parcel machines.

The right of withdrawal applies only to products that are returned in the same intact condition.

We reserve the right to refuse to accept the return of products shipped or transferred after the return deadline (i.e., after 30 days from Dispatch Confirmation) or products that are not in the same condition in which they were received. We will not issue a refund if the product does not meet the above requirements.

Effects of withdrawal from the Contract

In the event of a contractual withdrawal from this Contract, we will return all payments received from the User using the same payment method that the User chose when paying for the product, unless the User has expressly agreed to a different refund method, which will not generate any additional costs for the User. We will refund the cost of the cheapest form of delivery available on www.zara.com, regardless of which form of delivery the User has chosen for the order.

In the event that the User contractually withdraws from this Contract and choose one of the free of charge return methods offered by us, the refund will be made without undue delay and in any case no later than **14 days** from the day ZARA or Zara Home receives the returned goods from the User.

We will reimburse the User the cost of the cheapest postage if the User exercises the right to cancel within the contractual period and **return all goods included in the consignment within 14 days**. Payment of the returned monies will be made without undue delay, and in any event within **14 days** of the day on which ZARA or Zara Home receives the returned goods from the User.

Products must be returned as follows:

- at any ZARA or ZARA Home outlet in Poland:

The User may return a product for which the Contracting Party is ZARA in any ZARA sales outlet in Poland, if this sales outlet has the department from which the returned goods originate. In this case, visit the sales outlet and deliver the goods.

The Consumer may return a product, for which the Contracting Party is Zara Home, at any ZARA or Zara Home sales outlet in Poland. In this case, the Consumer may visit the sales outlet and deliver the goods.

The above methods of return do not incur additional costs for the User.

In addition to the above free product return methods, the Consumer may return the product:

- via a courier arranged by us:

If the product(s) are returned via a courier arranged by us, the User bears the cost of the return as set out in HELP – Exchange and Return. The cost of the courier service will be deducted from the amount due to the User for the return of the product. The User may request the courier service in the **“My Account”** tab or contact us using the web form or by phone on 800 702 469 to arrange for the product to be collected from User’s home. If the User purchased the goods as a guest, the Consumer may request a refund through the link sent in the Courier Dispatch Confirmation by calling us on 800 702 469.

- via authorised parcel machines:

The User bears the costs of return by means of authorised parcel machines as set out in the HELP – Exchange and Return tab. The return costs will be deducted from the amount due to the User for the return of the product(s).

The User may return products via authorised parcel machines (this option is not available for products that exceed the size accepted by the parcel machine). To do so, select **“Return via Parcel Machine”** as the return method from the **“My Account”** tab, after which we will email the User a return label. A return label must be affixed to the package, which must be placed in one of the authorised parcel machines. The product should be placed in the same packaging it was sent in. If in doubt, follow the instructions in the **“Returns”** tab.

If the User has made a purchase as a guest, they can use the return method through authorised parcel machines by clicking on the link received in the email – Order Confirmation. This option is not available for products which exceed the sizes accepted by the parcel machines. After verification, the User will receive an email with a return label. The return label must be affixed to the package, which must be placed in one of the authorised parcel machines.

- by himself/herself:

The User can contact us using the contact form or return the product directly to the address indicated on the Template Contract Withdrawal Form. The User will be responsible for the direct costs of such product returns.

Please note that if the User chooses cash on delivery as the method of returning products, we have the right to charge the User for any costs we incur in doing so.

For orders paid for at a physical sales outlet checkout, in all cases, returns must be made at physical ZARA sales outlet. In order to make a refund to the User using the same payment method the User chose when paying for the product – i.e., cash or card – at a physical sales outlet checkout, we will need to refund the User cash in person or the User will need the card used to pay for the order at checkout, respectively. In summary, in order to return products and receive a refund, the User must go to a physical sales outlet (any ZARA sales outlet in Poland) with the products the User wishes to return (and, if applicable, the card the User used for the initial transaction).

The return of gift cards is governed by the Gift Card Terms and Conditions.

The User is not entitled to withdraw from the Contract if its subject is the supply of one of the following products:

- i. Products personalised/customised to the User's specifications, non-prefabricated products, products manufactured to the User's own specifications or products designed to meet the User's individual requirements;
- ii. Sound or visual recordings or computer programs delivered in sealed packaging if the packaging was opened after delivery;
- iii. Goods in a sealed package that cannot be returned after opening the package for health or hygiene reasons, if the package was opened after delivery.

Return products in their original packaging or with the set of such packaging and other items, if applicable, sent with the products. We kindly ask you to return the products in a securely closed box. The return of the products together with the e-ticket, sent with the Dispatch Confirmation, also kept in the User's account on this portal and in the ZARA application, will facilitate the return. The User may present his/her e-ticket either electronically on his/her phone or as a hard copy in a store.

For orders paid for at a physical sales outlet checkout, in all cases, returns must be made at physical ZARA sales outlet. In order to make a refund to the User using the same payment

method the User chose when paying for the product – i.e., cash or card – at a physical sales outlet checkout, we will need to refund the User cash in person or the User will need the card used to pay for the order at checkout, respectively.

In summary, in order to return products and receive a refund, the User must go to a physical sales outlet (any ZARA sales outlet in Poland) with the products the User wishes to return (and, if applicable, the card the User used for the initial transaction). If the User no longer has the card he/she used for the purchase transaction, the refund will be made by bank transfer.

Please note that if the User chooses cash on delivery as the method of returning products, we have the right to charge the User for any costs we incur in doing so.

Should you have any questions, please contact us using the contact form or by phone on **800 702 469**.

13.3 Size Change (this option does not apply to products for which Zara Home is the contracting party).

If the User decides that a product the User has purchased is the wrong size, the User may request a size change, without incurring additional shipping charges for the new product shipped to the User, provided that the User returns one product, either the product the User originally purchased or the product sent to the User as an exchange. The above-mentioned possibility of changing the size does not apply to the User if the purchased product is a personalised/customised product, a non-prefabricated product, a product manufactured to the User's specifications or a product serving to satisfy the User's individual needs. The foregoing is independent of the right to cancel the Contract, which will continue to operate – legally and in accordance with the Contract. The User may request a size change using the “**Orders and Returns**” section of the “**My Account**” tab on our portal. The User must select a new size of the selected product, and provided that (i) it is the same product, (ii) its price on the portal is equal to or greater than the price the User paid for the original product) and (iii) using the specified payment methods (see item [10] of these Terms for more information). The User will then be able to request a size change. Please note that the size change option for the originally purchased product will display as available when all of the above conditions are met.

Once the User has requested an exchange and chosen the appropriate return method, one product – either the product originally purchased or the product sent for exchange – must be returned – either at any ZARA sales outlet in Poland, or through a courier that we will send to the User's home address. You must return the product without undue delay, and in any case within a maximum of 14 calendar days from the date of the request for the size change on the

portal. Neither of these two return options will generate additional costs for the User. If the User returns a product in any ZARA sales outlet in Poland, the product must be presented together with the proof of purchase that was included in the e-mail with the Dispatch Confirmation. If the User returns a product using the courier that we organized, this product must be returned in the same packaging received by the User (or in a different but securely sealed packaging) and then follow the instructions in the “**Orders and Returns**” section of this portal.

Once the User has chosen the return method, we will send the User a new order with the product in the resized size within a period depending on the shipping method the User has chosen, and in any case within a maximum of 30 days from that date. This option will not generate additional costs. The new order is subject to the provisions of the Terms, including the exercise of the right to withdrawal.

Please note that if the User does not return the product (original or replacement) after **14 calendar days** of requesting a size change on the portal, we have the right to charge the User for the cost of the new order as set forth in the Terms.

13.5. Right of withdrawal and refund for orders from abroad

If the User has ordered products from outside of Poland from another EU State via this Website, the above items 13.1 and 13.2 shall apply subject to the proviso that collection of the order by courier ordered by ZARA or Zara Home may only be made from the original delivery address within Poland.

Please also note that under no circumstances (other than item 15, to which this clause 13.5 does not apply) are we obliged to pay the cost of shipping to destinations other than the original delivery address, or of returning from destinations outside of Poland.

14. ZARA EDITED (this option does not apply to products for which Zara Home is the contracting party)

The portal www.zara.com includes a special section called “**ZARA EDITED**” where, according to the terms of this section, the User can personalise certain products by selecting his/her own texts and characters. For more information about this service, see the appropriate section of the portal.

Please note that for technical or other reasons dependent on the User or the device the User uses to use ZARA EDIT, and for reasons beyond our control, colours, textures and actual sizes may vary from those shown on the screen. Also note that because these are custom-made products, they cannot be returned or exchanged. The foregoing is without prejudice to the

User's rights under our liability as a seller for lack of conformity of the goods sold with the agreement.

The User warrants that he/she is authorised to use the texts, characters and other elements that make up the personalisation of the product. Although we reserve the right to refuse to personalise a product or to cancel orders for personalised products for failure to comply with these terms and conditions, the User is solely responsible for the legality of the text, marks and other elements supplied for the personalisation ordered. We may refuse to personalise a product or cancel orders for personalised products if the product personalisation includes, contains or consists of inappropriate content, third party property or other illegal material.

We do not assume any responsibility or obligation to verify text, characters or other elements contained in personalised products created by Users of this Service. We do not guarantee the legality of the said texts, characters or other elements included in the personalised products, and therefore we do not accept any responsibility for any loss or damage of the User or third parties (be they individuals, public or private entities) resulting directly or indirectly from the use of texts, characters or other elements provided by the User for the purpose of personalising a product within the ZARA EDIT service.

15. COMPLAINT PROCEDURE IN CASE OF NON-CONFORMITY OF GOODS WITH AGREEMENT

The artisan and artistic products sold by us often possess the qualities of the natural resources used for their manufacturing. We choose only the highest quality products, but certain characteristics are inevitable. These characteristics, such as differences in grain, texture, knots, and colour, may result in some slight differences in product finishes. At the same time we confirm that the above does not preclude the Consumer's rights associated with non-conformity of the goods with the agreement or the right of withdrawal.

The ZARA or Zara Home (for products purchased from Zara Home) store shall deliver a product (goods) in conformity with the sales agreement. The product is in conformity with the agreement if, in particular, the following elements thereof are in conformity:

- 1) description, kind, amount, quality, completeness, functionality,
- 2) usefulness for the user's determined aim, of which the user has notified the ZARA or Zara Home store at the moment of conclusion of the agreement at the latest, and which has been accepted by ZARA or Zara Home.

Furthermore, the product is in conformity with the agreement when:

3) it is suitable for the aim for which products of its type are usually suitable, taking into consideration the provisions of law and the technical standards in force, as well as good practices

4) is available in quantities and has characteristics (such as durability and safety) that are typical for this kind of product and that may be reasonably expected taking into consideration the product's character and our public assertions, especially those made in advertising or on the labelling.

The ZARA or Zara Home (for products purchased from Zara Home) store shall not be liable for non-conformity of the product with the agreement as set out in the above points 3) and 4) if at the moment of the agreement's conclusion at the latest the User was explicitly informed that a given characteristic of the product diverges from the above-mentioned conformity requirements and has explicitly and separately accepted the lack of the said characteristic.

If the product is not in conformity with the agreement, you may request its repair or exchange.

The ZARA or Zara Home (for products purchased from Zara Home) store may exchange the product if you request a repair, or may repair the product if you request exchange if bringing the product (goods) to conformity with the agreement in the manner chosen by the Consumer would be impossible or entail excessive costs.

The ZARA or Zara Home (for products purchased from Zara Home) store shall repair or exchange the product as soon as possible and shall inform the Consumer of the expected repair or exchange time along with the reply to the complaint.

The cost of repair or exchange shall be borne by the ZARA or Zara Home (for products purchased from Zara Home) store, including the collection of the product at its own expense.

If the repair or exchange are impossible for the ZARA or Zara Home (for products purchased from Zara Home) store, ZARA or Zara Home may refuse to bring the product to conformity with the contract.

Within the rights associated with non-conformity of the product (goods) with the contract, you may submit a price reduction or goods return (withdrawal) claim, if ZARA or Zara Home (for products purchased from Zara Home):

(1) refuses to repair or exchange the product,

- (2) fails to bring the product to conformity with the agreement, i.e. to repair or exchange the product,
- (3) despite the repair or exchange non-conformity of the product with the contract still persists,
- (4) the non-conformity of the product with the agreement is of such significance that it justifies an immediate reduction of the price or refund (withdrawal), with no prior request for product repair or exchange,
- (5) it follows from ZARA or Zara Home's statement or the circumstances that bringing the product to conformity with the contract will not be possible at a reasonable time or without excessive difficulties for you.

ZARA or Zara Home (for products purchased from Zara Home) shall be responsible for non-conformity of the product (goods) with the contract existing at the time of issuing the goods and revealed before 2 (two) years pass from that moment; the claim for bringing the product to conformity with the contract shall expire 6 years from the moment non-conformity is revealed (the expiry date being the last day of the last calendar year).

If you want to submit a complaint, please notify us before sending us the product back. Complaints may be submitted at a ZARA or Zara Home (for products purchased from Zara Home), via phone at +48 800 702 469, or in writing to the address: ul. Mysia 5, 00-496 Warsaw (Poland), or via email: info-pl@zara.com. Independent of the mode of submitting the claim, ZARA or Zara Home shall immediately confirm its receipt by sending a message via email or in writing.

In the contents of the complaint, you must indicate the Consumer's data, the goods to which the complaint pertains, a description of what the goods' non-conformity with the agreement consists in, the date of purchase, the date on which the non-conformity has been noticed, as well as the intended mode of exercising the consumer right. It is not necessary to present a receipt.

ZARA or Zara Home shall present a stance on the complaint within 14 days of its receipt.

Should the right to lower the price be exercised, ZARA or Zara Home shall be obliged to refund the amount immediately, no later than within 14 days from the date of receipt of the price reduction claim. The ZARA or Zara Home store shall refund the price difference using the same means of payment as that used by you when purchasing the product, unless you explicitly agree for the store to employ another means of refund that does not entail any costs.

If you are returning the product (withdrawing from the agreement), you are obliged to return the product immediately via courier or parcel locker. The return cost shall be borne by the ZARA or Zara Home store.

ZARA or Zara Home shall refund to the Consumer the price (along with the delivery costs as well as the costs of shipping to us) no later than within 14 days. The ZARA or Zara Home store shall refund the price using the same means of payment as that used by you when purchasing the product, unless you explicitly agree to another means of refunding it that does not entail any costs.

If the price of the non-conforming product has not been paid by you yet, you may withhold the payment until ZARA or Zara Home bring the product to conformity with the agreement.

ZARA and Zara Home do not issue warranties. The above rights arise from the Polish Act on Consumer Rights of 25 May 2014 (Articles 43c and subsequent).

16. VIRUSES, PIRACY AND OTHER COMPUTER-RELATED ATTACKS

Misuse of this portal by intentionally attempting to run or introduce harmful material, viruses, Trojan horses, computer worms, logic bombs, or software designed to damage or destroy the portal is prohibited.

Any unauthorised access to the portal and the servers, databases, and computers that are part of this portal is prohibited. The User agrees not to carry out any deliberate actions aiming at temporary or permanent interruption of the Portal's operation and in particular to carry out attempts or attacks of the Denial of Service (DOS) or Distributed Denial of Service (DDOS) type.

17. NOTICES

When submitting a request to us, we recommend first using our contact form or email.

18. PARTIAL INVALIDITY

In the event that one of the provisions of these Terms and Conditions or the provisions of the Contract are found to be invalid pursuant to a final decision of a competent public administration authority or a final judgement of a common court of law, the remaining terms and conditions shall remain in force and shall not be affected by the said finding of invalidity.

19. OUR RIGHT TO CHANGE THESE TERMS AND CONDITIONS

The User must comply with the Data Protection Policy and the Terms and Conditions in force at the time the User uses this website or places an order, except where we are required by law

or a decision of an administrative or self-regulatory body to amend these Data Protection Policy, Terms and Conditions or

Privacy Statement retroactively. However, these changes will not apply to orders already placed.

20. JURISDICTION

Any disputes arising from the use of www.zara.com or the Contract or other matters relating thereto shall be subject to the non-exclusive jurisdiction of the Polish courts.

21. COMMENTS AND SUGGESTIONS

Any comments and suggestions from Users are always welcome. Please use the contact form to send us your comments and suggestions.

If the User believes that his/her rights have been violated, he/she may direct his/her complaint to us via the email address: info-pl@zara.com to seek out-of-court dispute resolution.

In this regard, if the Sales Contract has been concluded between the User and ZARA or Zara Home online respectively through our portal (website) – in accordance with EU Regulation 524/2013, we hereby inform the User that the User has the right to seek resolution of any consumer dispute with us out of court through the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/>.

Each complaint should contain the first name and surname of the Consumer, a description of the issues and proof thereof and should specify a request. Complaints will be considered immediately, no later than within 14 days of receipt.

Last update: February 1, 2023

Annex 1

Model withdrawal form – for products where ZARA is a party to the Contract

(complete and send this form only if you intend to withdraw from the Contract) to info-

pl@zara.com or to the following address:

Avda. de la Diputación, Edificio Inditex

Zara.com

15143, Arteixo (A Coruña), Spain

I hereby give notice that I am withdrawing from the contract of sale for the following goods:

Ordered on/received on (*)

Forename and surname of the consumer

Address of the consumer

Company**

NIP**

Consumer's signature (only if the printed form is sent by post) Date

(*) Delete as appropriate

(**) Delete if the form is not to be completed by an individual who has entered into a sales contract directly related to his or her business activity when it is clear from the content of that contract that it is not of a professional nature for that individual.

Annex 2

Model withdrawal form – for products where Zara home is a party to the Contract

(If you wish to withdraw from the Contract, fill in and send us this form) to the address ZARA HOME Sosnowiec 15A, 95-010 Stryków, Poland or contact@zarahome.com.

I hereby give notice that I am withdrawing from the contract of sale for the following goods:

Ordered on/received on (*)

Forename and surname of the Client

Address of the Client

Company**

NIP**

Signature of the Client (only if the form is sent by post)

Date

(*) Skip as appropriate

(**) Skip if the form is not to be completed by an individual who has entered into a sales contract directly related to his or her business activity when it is clear from the content of that contract that it is not of a professional nature for that individual.