TERMS AND CONDITIONS OF THE "ZARA REPAIR" SECTION

These Terms and Conditions (the "**Terms**") govern access, browsing and use of the Zara Repair section ("**Zara Repair**"), included in the "Zara Pre-Owned" circularity space, available on the www.zara.com/si website and on the Zara app (collectively referred to as the "**Platform**"). Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "**Policies**") prior to using this Platform.

ITX S, D.O.O., with registered office at Ameriška ulica 8, 1000, Ljubljana, Slovenia, with Tax No. 14720078 with the following email address: info-si@zara.com ("**Zara**"), makes available Zara Repair via the Platform, irrespective of the browser, digital medium, support or device used for access thereto. The "Zara Pre-Owned" circularity space aims to boost circularity and extend the useful life of ZARA or Zara HOME items as set out below.

1. TERMS AND CONDITIONS AND ACCEPTANCE

1.1 These Terms govern the access, browsing and use of Zara Repair by users (the "**User/s**", "**You**").

1.2 Access, browsing and use of Zara Repair shall be subject to these Terms. By using Zara Repair, Users confirm that they have read and accept these Terms.

1.3 Zara Repair is made available to Users living in Slovenia (the "**Territory**"). Any User attempting to use Zara Repair outside of the Territory does so entirely at their own risk.

1.4 Zara Repair must not be used in any business or trade capacity. Zara reserves the right to suspend or cancel the account of any User using or attempting to use Zara Repair for business or trade purposes.

1.5 The specific list of alterations or repairs provided by Zara Repair is available on the Zara Repair section of the Zara website, together with the relevant price of each service.

2. INTRODUCTION TO ZARA SETTINGS/ADJUSTMENT/REPAIR

2.1 Zara Repair enables Users to have certain garments of the Zara or Zara Home brands (the "**Item(s)**") altered or repaired for the purpose of extending their useful life. Underwear, socks, swimwear, cosmetics, furniture of any kind, any items which are categories as a "Prohibited Item" according to the courtier's classification and more generally all products other than those mentioned in the first sentence of this paragraph are "**Ineligible Items**" which fall outside the scope of Zara Repair.

2.2 Zara Repair allows Users to request fabric garments repairs (such as repairing small holes and tears, replacing zippers -except for the outdoors clothes-, replacing buttons with similar ones or debobbling, among others) pursuant to these Terms.

2.3 To use Zara Repair, Users must fill out the fields of the form provided (including selecting the "service", "type of product", "state of the garment", "colour", "fabric" or "alteration").

3. YOUR CONTRACT WITH ZARA

3.1 Users may add any further details about the Items (such as their state, care instructions or any other specific requests) in the "Message" field, to assist Zara in its management of alteration or repair services. Any attempts to vary the services and/or timings set out in these Terms will be invalid unless expressly approved by Zara.

3.2 Before clicking on the "Continue" button, Users must provide at least one picture of the Item subject to alteration or repair. Users may add more pictures if they think it appropriate. The User warrants that such picture(s) truly and accurately represent the Item(s) submitted by them to Zara and that the service selected by them is appropriate.

3.3 By clicking on "Authorize payment button, Users agree that:

3.3.1 the full price of the service will be paid in advance; and

3.3.2 the price shall be made up of the repair or alteration price and the applicable shipping fees, which will be shown before placing the request by clicking the "Buy now" button.

3.4 After making payment (which will be managed by an external supplier), Users shall receive an email containing details of the service hired, the ID number for the alteration or repair service ("**Repair request made**") and the details required under applicable regulations. The Repair request made shall be deemed to be the receipt and confirms the contract between Zara and the User in respect of the Item(s). The contract for repair or alterations is comprised of these Terms and any other terms agreed in writing between the User and Zara from time to time.

3.5 Items are eligible for Zara Repair only if the warranties given in clause 3.1 and 3.2 above are accurate. In the event that Zara, acting reasonably, considers that an Item(s) does not correspond with pictures submitted to Zara or that the service requested is not appropriate, Zara reserves the right to terminate the contract for repair or alterations and to charge the User for the costs of return. In the event of such termination Users will be entitled to a refund of the repair or alterations services requested, subject always to Zara's right to retain amounts in respect of the costs of return. The User will not be entitled to a refund of shipping costs in the event of termination of the contract by Zara pursuant to this clause 3.5.

3.6 There are no restrictions to the use of Zara Repair in terms of the state of the Items. However, on occasion Zara may consider it inappropriate to carry out the service if there is a risk of damage or deterioration to the Item, or if it considers that the service will be unable to deliver the desired effect. In the event that Zara acting reasonably, considers there to be circumstances which would render the supply of services inappropriate or unsuitable for this reason, it will confirm the same to the User in writing detailing reasons and will return the Item(s). The User accepts that Zara may charge the User the costs incurred by returning the Item to the User and that no refund of shipping costs will be payable in the event of termination of the contract by Zara pursuant to this clause 3.6.

3.7 Users agree to comply with all applicable laws in their use of Zara Repair.

4. PACKING THE ITEMS

4.1 Users agree to pack the Items using their own package and following the packing instructions provided to the User by Zara before the Items are picked up by the courier company.

4.2 Users agree that they are liable for the contents of any package handed to an authorized drop point of the associated carrier. In the event of any error or issue regarding the contents of the package (including but not limited to when the package contains items which were not included in the original request form or which are Ineligible Items), Zara reserve the right to pass on to the User the costs of return of the package to the extent that the return of the Item(s) is possible.

4.3 Zara undertakes to use reasonable care and skill when providing the services requested by the User on the form.

4.4 Should the service hired by the User consist of adding or replacing a button that the User is in possession of, the User may include it in the package to be made available to Zara.

5. REPAIR OR ALTERATIONS SERVICE

5.1 Unless otherwise agreed, Zara will send Users the altered or repaired Item listed in each Repair request made within 14 business days upon delivery to an authorized drop point of the associated carrier .

5.2 For the purposes of these Terms, "delivery" shall be deemed to take place or the Item shall be deemed to have been "delivered" whenever the Items are in User's possession, as evidenced by the signature placed on the delivery confirmation at the delivery address agreed as provided by the courier company.

6. PLATFORM ACCESS AND USE: PASSWORDS USE

6.1 To use Zara Repair you must subscribe or register as a User.

6.2 Users must choose a password on creating a User account.

6.3 By accepting these Terms, Users undertake:

6.3.1 not to provide any false personal information, or create an account on behalf of anyone else without their authorisation;

6.3.2 not to create more than one personal account;

6.3.3 to keep their contact details duly updated;

6.3.4 not to share their password, nor allow anyone else to access their account;

6.3.5 not to take any action that may compromise the account's security; and

6.3.6 not to transfer the account to anyone else without Zara's prior written consent.

6.4 Should the User choose a username or identifier for their account similar to that of other users, Zara reserves the right to delete or amend it, as it deems it appropriate..

6.5 If Zara disables a User's account, such User shall not be permitted to create another account without Zara's prior consent. Zara reserves the right to delete any User account where it reasonably believes that the account has been opened by a User who has previously had their account disabled.

7. ELIGIBILITY

To access, browse and use Zara Repair you must be an individual aged of 18 years or older. By creating an account, Users represent that they are 18 years or older and have the required legal capacity to use Zara Repair.

8. PAYMENTS

8.1 The prices of the services shown in Zara Repair are VAT included. Shipping costs are separate to the price of the services and will be added to the price of the service to form the total price. The total price will be clearly shown before Users confirm their request by clicking on "Authorize payment" button.

8.2 Users can pay for the services through Paypal gateway , where they will enter their debit or credit card information . By clicking on "Authorize payment the User confirms that they are the owner of the credit card. Once payment has been made, Users shall receive an email containing details of the service hired, the ID number for the alteration or repair service ("Repair request made") and the details required under applicable regulations.

8.3 Zara Repair section offers Users different card payment methods Visa, Mastercard, American Express, Apple Pay and PayPal. By clicking on "Authorize payment'" Users confirm that they hold the credit card.

9. RIGHT OF WITHDRAWAL

9.1 Pursuant to the applicable regulations, Users have a period of fourteen (14) days to exercise their right of withdrawal from the contract concluded on ZARA Repair, without having to justify their decision.

To exercise the right of withdrawal, User may notify us at ZARA, by writing an unequivocal statement (by email or letter sent by post to Ameriška ulica 8, 1000, Ljubljana, Slovenia, for example). User may use the model withdrawal form as set out in the Annex, but it is not mandatory.

If the User decides to withdraw from the contract concluded on Zara Repair, we will return the Item(s) to the User and all payments received from this later, including shipping costs without any undue delay, and in any event not later than 14 days from the days from the day on which we are informed about the User's decision to withdraw from the contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any charges as result of such reimbursement.

However, the cost of returning the Item(s) shall be at the cost of the User. The cost of return will be deducted from the amounts to be reimbursed by Zara to the User pursuant to the preceding paragraph.

9.2 Regardless of the above, in accordance with current regulations, the right of withdrawal in respect of distance and off-premises contracts shall not be provided with regards to service contracts after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgment that he will lose his right of withdrawal once the contract has been fully performed by the trader.

Therefore, by virtue of the foregoing and by checking the relevant check box at checkout, User acknowledges and accepts that (i) ZARA will commence the provision of the services upon the delivery of the Item(s) at the drop point of the associated carrier and that (ii) the full execution of the service will result in loss of the right of withdrawal.
Should User do not agree to the foregoing and decides to exercise the right of withdrawal after the start of the execution of the service, but without the service having been completed in its entirety, User shall pay ZARA a proportional amount to the part of the service performed.

10. CHANGES TO ZARA REPAIR, THE PLATFORM AND THESE TERMS

10.1 Zara reserves the right to amend in full or in part these Terms as well as to suspend or terminate Zara Repair at its sole discretion.It is the User's responsibility to read them periodically, as the Terms at the time of using the Platform shall be those that apply. In the event that suspension or cancellation of Repair or any pickup or service results in Zara not being able to satisfy the collection, repair or alteration of an Item, costs paid by the User will be refunded and the Item(s) will be returned to the User.

10.2 Amendments to the Terms of Zara Repair or, if applicable, the decision to suspend or terminate them will be notified to Users with reasonable notice.

11. CORRECT USE OF ZARA REPAIR AND RESTRICTIONS

11.1 Users expressly accept that they will use Zara Repair and the Platform and participate therein at their own risk and peril. The User agrees to only use the Platform in accordance with applicable laws.

11.2 Users agree to use Zara Repair pursuant to these Terms, good morals and public order. Users undertake not to use Zara Repair, its content or the services therein provided for purposes that are illegal or contrary to the provisions of these Terms, harmful to the interests or rights of Zara or any other brand of the Inditex Group, the Inditex Group itself or of third parties, or that may in any way damage, disable, make inaccessible or damage Zara, Zara Home, Zara Repair or the Platform, its content or services, or prevent the normal use that other users may make of it.

11.3 The User represents that they have full title to Items provided for the purpose of the services and that the Items are unencumbered and free of charge. The User agrees to hold Zara harmless from any claim that the User or any third party may lay in this regard.

11.4 Zara Repair allows Users to provide images through the relevant sections in the Platform. Users warrant that: (i) the content they provide does not show the image of any third party other than the User if they do not have the consent of the third party/parties in question; (ii) they do not show or reproduce the image of minors; (iii) the content does not violate the rights (including, but not limited to, intellectual property rights, industrial property rights, the right to one's own image or privacy or any other rights) or interests of third parties, or any applicable standard or regulation; (iv) the content does not contain any element that may be considered offensive or discriminatory (regarding race, religion, gender, sexual orientation, political or union affiliation), illegal, threatening, libellous, defamatory, obscene, pornographic or improper, or in any other way inappropriate towards any third party, any of the brands of the Inditex Group or the Inditex Group itself.

11.5 Users agree that any information or content Users upload to the Platform or otherwise provides to Zara in connection with their use of Zara Repair may be used by Zara for any lawful purpose and shared with Zara's third-party suppliers engaged by Zara in connection with Zara Repair.

11.6 Users expressly undertake not to destroy, alter, disable or otherwise damage the data, software or electronic documents found in Zara Repair in the Platform.

11.7 Users undertake not to hamper access to Zara Repair by other Users, nor to take any action that may damage, interrupt or give rise to errors in such Zara's IT systems or the IT systems of any third party.

11.8 Users undertake not to introduce any program, virus, macros, applets, ActiveX controls or any other logical device or strings that may cause or are likely to cause any alteration to the IT systems of Zara or of any third party.

11.9 Users shall be liable to Zara and/or any affected third party in the event of breach of the terms and warranties above.

11.10 Users shall not directly or indirectly:

11.10.1 copy, modify or create any derivative work of any portion of the Platform; or

11.10.2 reverse engineer, decompile, decode, or disassemble or otherwise attempt to derive or gain improper access to any software component of the Platform, in whole or in part.

11.11 The User hereby indemnifies Zara for any and all losses suffered by Zara or any of its Group companies as a result of any breach by the User of this Clause 11.

12. WARANTIES AND LIABILITY

12.1 Users who are contracting as consumers will be entitled to free corrective measures, in the event of nonconformity of the service hired. Zara warrants that the services rendered via Zara Repair will be provided with reasonable care and skill, in accordance with these Terms and any other terms expressly agreed between Zara and the User including the content of the form, subject always to the requirement that any additional terms be agreed in writing, as set out in Clause

3.1. Should the service fail to meet the agreed terms, Users agree to let us know by any of the communication channels available in this regard as mentioned in the point 13.3 below.

12.2. To the extent permitted by law, Zara excludes all liability in the event of a malfunction of electronic communication networks that prevents the normal operation of Zara Repair but which is not attributable to Zara or which arises due to causes outside of Zara's reasonable control.

12.3. Zara will be only liable for damages caused to Users for its own actions or those of its own suppliers.

12.4 Zara agrees to use reasonable endeavours to avoid any error or inaccuracy in the Platform.

12.5 Zara reserves the right to suspend Zara Repair and the Platform for technical repairs, equipment maintenance, or to improve Zara Repair itself and the Platform.

12.6 Zara will not be liable, except to the extent required by law, for the irregularities that the content created, published, provided and/or made available by the Users may contain or may cause; for the destination of the content that may be hosted on the Users' mobile devices, or the damages that may be caused by uploading the content using the relevant section of the Platform. Zara will not be held responsible for the Content sent by the Users when it does not have actual knowledge that the stored information is illegal or harms the assets or rights of a third party liable to compensation. Zara agrees, promptly on being made aware, that it may store data such as the aforementioned, to remove the data or make it impossible to access it. However, the Users accept and acknowledge that Zara does not conduct active search, review, moderation or any other monitoring whatsoever over the content generated, stored and/or conveyed by Users via the Platform and Zara Repair.

12.7 Zara reserves the right to block and/or expel Users, including those who use Zara Repair incorrectly.

12.8 Zara reserves the right to remove the contents included in any sections of the Platforms should it deem it appropriate.

12.9 Zara does not guarantee the reliability, availability or continuity of the Platform nor Zara Repair.

12.10 Zara shall not be liable in the event of interruptions in Zara Repair, and generally, for any other inconvenience on grounds beyond Zara's reasonable control, and/or resulting from wilful misconduct or negligence on the part of the Users and/or which are due to force majeure events. A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government.

12.11 Zara reserves the right to cancel Zara Repair and block and/or expel Users of Zara Repair, without having to express any reason.

13. LINK WITH WWW.ZARA.COM "PURCHASE CONDITIONS"

13.1 Zara Repair and these Terms are fully unrelated to the "General Terms and Conditions of Purchase and Use" governing the sale by ITX S, D.O.O of goods of the Zara brand on the www.zara.com/si.

13.2 Zara Repair is an additional service intended to extend the useful life of Items. Zara making available the Repair service does not affect the statutory rights of Users with respect to the quality or condition of the Items. The User's rights in respect of the purchase of goods are set out in the terms of sale applicable at the time of purchase and are available at www.zara.com/si.

13.3 f you are unsure whether you are entitled to a remedy under the terms of sale relating to your Item (s), please contact Zara Customer Service on the live webchat available in the hours and days mentioned on the Platform before using Zara Repair in respect of the item.

14. COMMENTS, FEEDBACK AND COMPLAINTS

14.1 We welcome your comments and feedback. Please send all feedback and comments to us via our usual contact channels.

14.2 You can also send your claims and complaints to us via our usual contact channels. They will be attended by our customer service within the statutory term to do so.

15. DISPUTE RESOLUTION

If you as a User consider your rights have been breached, you can address your complaints to us via the email address info-si@zara.com in order to seek an out-of-court settlement.

In this regard, if the service has been hired online through the Platform, we, in line with EU Regulation No. 524/2013, hereby inform you that you are entitled to seek to settle the consumer dispute with us out-of court, through the platform for the online dispute resolution accessible through the Internet address http://ec.europa.eu/consumers/odr/.

Furthermore, for any written claim previously sent to our customer care for less than one year and unsatisfied, in accordance with the provisions of the French Consumption Code about amicable disputes settlement, you have the possibility to resort to the mediation service of CM2C by electronic means: www.cm2c.net/declarer-un-litige.php or by post: Ameriška ulica 8, 1000, Ljubljana, Slovenia.

16. TERMS' EFFECTS

Any clause or provision hereunder set out which is or becomes illegal, null or unenforceable shall be excluded and deemed to be non-enforceable in terms of illegality, nullity or unenforceability, and will be deemed replaced with a new one, as much similar as possible to the previous one, without this playing a major role, or affecting or harming the rest of provisions, which will be outside the scope of any clause or illegal, null or unenforceable, remaining conversely in full force and effect.

17. JURISDICTION AND APPLICABLE LAW

Any questions which may arise between Zara and the User related to the interpretation, adherence to and validity of the Terms shall be governed by these provisions and, for what is not hereunder provided, in accordance with the laws of Slovenia. The Parties expressly submit to the jurisdiction of the law courts of Slovenia.

ANNEX

Template of withdrawal form
(complete and return this form only if you wish to withdraw from the Zara Repair Contract)

To the attention of ITX S, D.O.O, operating under the trading name of ZARA, Customer Service Zara.com
Ameriška ulica 8, 1000, Ljubljana, Slovenia.
Email address: info-si@zara.com
I/we (*) hereby give notice that I/we (*) withdraw from Zara Repair Services:
Repair Request received on [……] (*)
Name of User(s) [……]
Address of User(s) [……]
Signature of User(s) [……] (only for notification of the form on paper)
Date: [……]
(*) Delete as appropriate