

TERMS AND CONDITIONS OF “ZARA REPAIR”

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/es website and on the ZARA app (collectively referred to as the “**Platform**”).

ITX UK Limited (company number 02245999) with registered address at Lumina House, 89 New Bond Street, London W1S 1DA with VAT number GB 649 927871, makes available to users ZARA Repair via the Zara brand (“ZARA”), via the Platform, irrespective of the app, digital medium, support or device used for access thereto. Such section is included in the “ZARA Pre-Owned” circularity space, that aims at the recovery of the ZARA or ZARA HOME garments as detailed below, as a boost to circularity and to extend their useful life.

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 Access, browsing and use of ZARA Repair shall be reserved for Users living in the United Kingdom (the “**Territory**”). Any User attempting to use ZARA Repair outside of the Territory does so entirely at their own risk.

2. DESCRIPTION AND OPERATION OF ZARA REPAIR

2.1 ZARA Repair enables Users to have any garment or accessory of the ZARA or ZARA HOME brands (the “**Good/s**”) altered or repaired for the purposes of promoting circularity and extending their useful life.

2.2 ZARA Repair allows Users to request textile alterations and repairs (including without limitation shortening hems, sleeves, adjusting sizes; basic shrinking of upper parts; repairing small holes; replacing zippers; replacing buttons with similar ones; tailoring or such other alterations) pursuant to these Terms.

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

2.4 Users may add any further details about the Goods (such as their state, care instructions for the garment sent, the basic colour or any other specific circumstance) in the [insert] field, to assist ZARA in its management of alteration or repair services.

2.5 Before clicking on the [insert] button, Users must provide at least one picture of the Good 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 Good(s) submitted by them to ZARA.

2.6 By clicking on [insert] button, Users consent to paying the full price of the service in advance. The price is made up of the alteration price and the applicable shipping fees, which will be clearly shown before placing the request by clicking the [insert] button.

2.7 After making payment, Users shall receive a confirmation email containing details of the service hired, the ID number for the alteration or repair service (“**Confirmation Email**”) and the details required under applicable regulations. The **Confirmation Email** shall be deemed to be the receipt.

2.8 Only Goods that meet the requirements set out in clause 2.1 above are eligible for ZARA Repair. In the event that a User submits Goods which are not eligible, ZARA reserves the right to charge the User for the costs of return.

2.9 There are no restrictions to the use of ZARA Repair in terms of the state of the Goods. However, ZARA may in its sole discretion refuse the service requested if the User has requested an unsuitable service, if there is a risk of damage or deterioration to the Good or if ZARA acting reasonably, otherwise considers there to be circumstances which would render the supply of services inappropriate or unsuitable, and confirm the same to the User in writing detailing reasons for the refusal. In the event that ZARA refuses the repair it will arrange for the return of the Good to the User. In the event the service is refused due to [risk of damage or deterioration to the Good], ZARA may charge the User the costs incurred by returning the Good to the User.

2.10 Users shall duly pack the Goods [using their own package and following the packing instructions available to the User during the “repair” process] before the Goods are picked up by the courier company.

2.11 Users shall be liable for the contents of the package delivered to the courier company. In the event of any error regarding the contents of the package (including but not limited to when the package contains items which do not meet the requirements of clause 2.1), ZARA reserve the right to pass on to the User any costs, if the return of the package can be managed]. ZARA will not accept any liability in this regard.

2.12 Unless otherwise agreed, ZARA will send Users the altered or repaired Good listed in each [insert document] [within 7 to 14 business days] of [insert document].

2.13 If ZARA fail to meet the delivery date on any grounds, ZARA will let you know and fix another delivery date. For the purposes of these Terms, “delivery” shall be deemed to take place or the Good shall be deemed to have been “delivered” whenever the Goods are in User’s possession, as evidenced by the signature placed on the delivery confirmation at the delivery address agreed as provided by the hauler and courier company.

2.16 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.

2.17 ZARA undertakes to use reasonable care and skill when providing the services.

2.18 ZARA Repair is an additional service intended to extend the useful life of Goods. ZARA making available the Repair service does not affect the statutory rights of Users with respect to the quality or condition of the Goods at the point of sale. 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 [insert].

3. PLATFORM ACCESS AND USE: PASSWORDS USE

3.1 To use ZARA Repair you must subscribe or register as a User.

3.2 Users’ must choose a password on creating a User account.

3.3 By accepting these Terms, Users undertake:

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

3.3.2 not to create more than one personal account;

3.3.3 to keep their contact details duly updated;

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

3.3.5 not to take any action that may compromise the account’s security; and

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

3.4 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.

3.5 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.

4. ELIGIBILITY

To access, browse and use ZARA Repair you must be 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.

5. LIST OF SERVICES AND EXCLUSION OF THE RIGHT OF WITHDRAWAL

5.1 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.

5.2 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 [insert] button.

5.3 ZARA Repair section offers Users different card payment methods [Visa, Mastercard, American Express, PayPal and Apple Pay (in this latter case, only for iPhone or iPad App)]. By clicking on "[insert]" Users confirm that they hold the credit card.

5.4 Pursuant to applicable regulations, the express request to start alteration or repair service provision and the full completion thereof entail the forfeiture of the Users' right of withdrawal.

6. TAX SYSTEM

[insert]

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

7.1 ZARA reserves the right to amend in full or in part the Terms of ZARA Repair and of the Platform, and to suspend or terminate them, at its sole discretion.

7.2 ZARA expressly reserves the right to amend these Terms without prior notice.

8. CORRECT USE OF ZARA REPAIR AND RESTRICTIONS

8.1 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.

8.2 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 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.

8.2 The User represents that they have full title to Goods are unencumbered and free of charge and that they will hold ZARA harmless from any claim that the User or any third party may lay in this regard.

8.3 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 (international, English or any other); (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.

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

8.5 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.

8.6 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.

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

8.9 The User hereby indemnifies ITX UK Limited for any and all losses suffered by ITX UK Limited or any of its group companies as a result of any breach by the User of this clause 8.

9. GUARANTEE AND LIABILITY LIMITATIONS

9.1 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.

9.1 If Users are contracting as consumers, they will be entitled to free corrective measures, in the event of nonconformity of the service hired. ZARA warrants all the services rendered via ZARA Repair pursuant to statutory terms. Should the service fail to meet the agreed terms, Users shall let us know by any of the communication channels available in this regard.

9.2 Except as required by law, ZARA's liability with regard to any Good altered or repaired via ZARA Repair will be strictly limited to [the good's purchase price].

9.3 Notwithstanding the above, except as required by law, we will not be liable to Users for any of the following, irrespective of their origin: [(i) loss of revenue or sales; (ii) loss of business; (i) (iii) loss of profit and loss of contracts; (iv) loss of estimated savings; (v) loss of data; and (vi) loss of managing or office hours].

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

9.5 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.

9.6 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.

9.7 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 to, promptly on being made aware, that it may store data such as the aforementioned, it undertakes 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.

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

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

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

9.11 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.

9.12 Zara reserves the right to cancel ZARA Repair and block and/or expel Users of ZARA Repair, without having to express any reason. Zara's cancellation, blocking and/or expulsion will not give rise to any compensation whatsoever.

9.13 Zara's maximum liability to any User in respect of damage or loss of an item between collection and delivery shall be the value of any such Item.

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

ZARA Repair and these Terms are fully unrelated to the "Purchase conditions www.zara.com" governing the sale by ITX UK Limited of goods of the ZARA brand on the www.zara.com/gbwebsite.

11. COMMENTS, FEEDBACK AND COMPLAINTS

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

11.2 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.

11.3 If you as a consumer consider your rights have been breached, you can address your complaints to us to the following email address [insert] to seek an out-of-court resolution of disputes. In this regard, if you have made an online purchase from us on our website, please note that pursuant to Regulation (EU) No 524/2013 you are entitled to seek an out-of-court resolution of consumption disputes via <http://ec.europa.eu/consumers/odr/>.

12. 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 England and Wales. The Parties expressly submit to the jurisdiction of the law courts of England and Wales.

In any case, your statutory rights will not be affected.

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