

## PURCHASE CONDITIONS

### 1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of items through this website (hereinafter, the "Terms"). Please read through these Terms, our Cookies Policy and our Privacy Policy (together the "Data Protection Policies") prior to using this website.

By using this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. These Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that you use this website or at the time of the formation of the Contract (as defined below) shall be the applicable ones.

By purchasing any product from this website, you enter into a contract with us on these terms.

### 2. OUR DETAILS

Sale of ZARA and ZARA HOME items through this website is carried out by ITX UK Limited, a UK company with registered offices at Lumina House, 89 New Bond Street, London W1S 1DA, Company registration number 2245999, with VAT No. GB 649927871. The company will be referred hereinafter as "us"/"we"/"our"/"ITX". You may contact our customer service department via WhatsApp or by taking part in a live webchat available via our website.

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

The information or personal details that you provide us with shall be processed pursuant to the Data Protection Policies. By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate.

### 4. USE OF OUR WEBSITE

By using this website and/or by placing any order through it, you undertake:

1. To use the website exclusively to make legitimate enquiries or orders.
2. Not to make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
3. To provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies).

If you do not give us all of the information that we need, we may not be able to complete your order. By placing an order through this website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

## Age-Restricted Items

The purchase of certain products made available on the Website is subject to age requirements specified by law. We are not permitted by law to supply these items to individuals who do not satisfy these age requirements and, if you are underage, you must not attempt to order these items through the Website. If you are placing an order for an item that by law is age-restricted, such as knives, including all cutlery knives or bladed articles, then by clicking the "Authorise Payment" button you are also confirming to us that you are aged 18 or over, being of at least the legal age required to purchase the item. By clicking the "Authorise Payment" button, you further acknowledge and consent to us taking steps to verify your age by reference to publicly-available third-party sources. We reserve the right not to supply any age-restricted item where we reasonably believe that you are below the relevant minimum age.

All age-restricted items must be received by a person who is at least 18 years old at the time of delivery or in-store handover. We require this regardless of the relevant age limited for the age-restricted item.

We reserve the right to request proof of age identification from you when you receive the package, if your order contains age-restricted items, and we are unsure that you are at least 18 years old at the point of delivery or at the point of in-store handover. For the delivery or handover of all age-restricted items, we operate on a Challenge 25 basis, which means that if we think that you look under the age of 25, we will ask you to show us proof of age verification. If you are asked for proof of age verification and are unable to provide us with any, we reserve the right to withhold the delivery or in-store handover.

## 5. SERVICE AVAILABILITY

Items offered over this website are only available for delivery to the United Kingdom mainland, Northern Ireland and the Isle of Man.

If you wish to order items from another EU member state outside of the UK via this website, you are of course welcome to do so, however the ordered items can only be delivered to a delivery address within the United Kingdom mainland, Northern Ireland or the Isle of Man.

## 6. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale, but rather an invitation to treat. No contract in respect of any items will exist between us and you until your order has been expressly accepted by us, whether or not funds have been deducted from your account. If we do not accept your offer and funds have already been deducted, these will be fully refunded. To place an order, you must follow the online shopping process and click on "Authorise payment" to submit the order. After this, you will receive an email from us confirming receipt of your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more items from us. All orders are subject to acceptance by us, and we will confirm this acceptance to you by sending you an email that confirms that the item is being sent (the "Shipping Confirmation"). The contract for the purchase of an item between us (the "Contract") will only be formed when we send you the Shipping Confirmation, or in respect of age restricted items only will be formed at the moment of delivery to you, and we may require you show valid photographic ID with a date of birth, upon delivery. The Contract will relate only to those items whose dispatch we have confirmed in the Shipping Confirmation. We will not be obliged to supply any other

items which may have been part of your order, until the dispatch of those items has been confirmed in a separate Shipping Confirmation.

#### 7. AVAILABILITY OF ITEMS

All orders for items are subject to availability and in this regard, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of an equal or higher quality and value which you can order. If you do not wish to order the substitute items we will reimburse any monies that you may have paid.

#### 8. REFUSAL OF ORDER

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website, or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

#### 9. DELIVERY

Subject to availability (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to fulfil your order for items listed in the Shipping Confirmation by the delivery date set out in the Shipping Confirmation or, if no estimated delivery date is specified, then within a maximum of 30 days of the date of the Order Confirmation. If we fail to deliver the items within 30 days of the date of the Order Confirmation, you may cancel the Contract and we will reimburse you the price paid for the items and any delivery costs paid.

If our supply of the items is delayed by an event outside our control, then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any items you have paid for but not received. With regard to the virtual gift card, we will send it on the date indicated by you when you place your order.

Please note however that we do not deliver on Saturdays or Sundays, except in the case of the virtual gift card which will be delivered on the date indicated by you.

For the purpose of these Terms, "delivery" or "delivered" shall be deemed to have occurred when you or a third party nominated by you acquires physical possession of the items, which will be evidenced by the signing for receipt of the items at the agreed delivery address. The virtual gift card shall be deemed to be delivered in accordance with the Terms and Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

#### 10. NON-DELIVERY OR ABANDONED PARCELS

If we are unable to deliver, your items will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day.

If your order has not been delivered for reasons not attributable to us, or you have not collected it from the store (where your chosen delivery method was store collection) we will contact you, and if after 30 days from the date when the order was made available to you, it remains uncollected or you refuse to collect it, it will be deemed to have been abandoned by you. For further information, please contact us via Customer Services.

This clause shall not apply to the virtual gift card, for which the delivery is governed by the Terms and Conditions of the Gift Card and clause 9 above.

#### 11. INSTANT DELIVERY

If you have ordered ZARA items only, and chosen the delivery at store option, we may subsequently notify you that our "Instant Delivery" service is available for the items in your order. As this is subject to stock availability and other factors, it cannot be chosen by you when you place your order. If we have notified you that "Instant Delivery" is available, your order will be available to be picked up by you from that store before the estimated delivery dates that are stated in the Buying Guide section of our website.

Once your "Instant Delivery" order has been prepared, we will contact you to let you know that it is ready to be picked up. You can pick up the order either in person (by showing the QR code on your electronic receipt) or you can appoint someone else to pick up the order on your behalf. In this case, the appointed person must show the QR code on your electronic receipt.

The terms of this Clause 11 (together with the rest of these Terms) will apply to you if you make a purchase via the "Instant Delivery" service, and will be subject to any other applicable regulations.

#### 12. PRE-ORDER ITEMS

We may make it possible to order items through our website before we have them in stock ("**Pre-Order Items**").

When you order Pre-Order Items:

- (a) they will typically be delivered within thirty (30) days of the date of your Order Confirmation; any longer delivery times will be shown on the website at the time you place your order;
- (b) we will e-mail you a Shipping Confirmation when we have sent the Pre-Order Items out to you;
- (c) they may be delivered in separate packages, and at different times, to any other items which you order; and
- (d) you may cancel your order in the same way as any other order, see Clause 17 below for full details.

#### 13. RISK AND TITLE

The Items will be at your risk from the time of delivery.

Ownership of the items will only pass to you when we receive full payment of all sums due in respect of the items, including delivery charges, or upon delivery (as defined in Clause 9), whichever is the later.

#### 14. PRICE AND PAYMENT

The price of any items will be as stipulated on our website from time to time, except in cases of obvious error. While we try to ensure that all prices on this website are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the items you will receive a full refund. We are under no obligation to provide the items to you at the incorrect (lower) price (even after we have sent you a Shipping Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

The prices on this website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Buying Guide. Only full price items count towards the free shipping option.

Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation. Therefore, except as provided above, price adjustments on previous orders are not permitted.

Once you have finished shopping, all the items you wish to purchase are added to your basket and your next step will be to go to the checkout process and make payment. To do this, you must follow the steps of the purchase process, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. There is a detailed description of the purchase process in the Buying Guide. Also, if you are a registered user, a record of all the orders placed by you is available in the "My Account" area.

Payment can be made by Visa, Mastercard, American Express, PayPal, and Apple Pay (only for iPhone or iPad APP). You can also pay all or part of the price of your order with a Zara gift card or credit voucher card for the United Kingdom issued by ITX UK Limited (or under its previous company name, Zara UK Limited); or with a Zara Home, Massimo Dutti, Bershka, Pull & Bear, Stradivarius, Oysho or Uterqüe gift card or credit voucher card for the United Kingdom issued on or after 28 October 2020 by ITX UK Limited or Zara UK Limited. If you subsequently wish to exchange your order due to "Change of size", this option will only be available for ZARA items, and only if you have used any of the following means of payment: Visa, MasterCard, or American Express.

To minimise the possibility of unauthorised access, your credit card details will be encrypted. By clicking "Authorise payment" you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or the credit voucher card. Credit cards are subject to validation checks and authorisation by your card issuer, but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a contract with you.

### *Ordering through electronic devices in store, and making payment for those purchases*

If you are placing your order through one of the electronic devices that are available at certain ZARA stores in the United Kingdom for this purpose, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You must choose your payment method, and whether or not you require a gift receipt (if one is available), before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorise Payment" button on the device screen, and you are required to pay for your order once it has been placed.

Payment can be made by Visa, Mastercard, or American Express card, and the above provisions regarding validation checks and authorisation of your card will apply. You may also be given the option to pay for your order at the till, and in which case, your payment can be made by any of the means of payment available in those stores.

Please note that if you place your order through an instore electronic device, but wish to cancel the order, you must pay for the order and wait for the items to be delivered, before returning them in accordance with the returns policy described below.

#### 15. BUYING ITEMS AS A GUEST

The functionality of buying items as a guest is also available on this website. For this type of purchase, we will only request from you the essential data that is required to process your order. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continuing as a nonregistered user.

#### 16. VALUE ADDED TAX

All purchases done through this website are subject to the statutory Value Added Tax (VAT). In this regard, and pursuant to Chapter I of Title V of the Council Directive 2006/112/EC of 28 November 2006, the place of supply will be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where the items are to be supplied in accordance with the order placed.

The prices displayed on this website include VAT.

#### 17. RETURNS POLICY

You may cancel your order for any reason up to 30 days from the date on which you receive the Shipping Confirmation, by notifying us of your decision to cancel using the following contact details: via WhatsApp or by taking part in a live webchat available via our website. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you have been charged for any items then we will process a refund via your original payment method. Please refer to our Returns and Exchanges Policy in our Buying Guide for further information.

If we accept your returns later than 30 days from the date on which you received the Shipping Confirmation (we may, but we are not required to), we will refund you by way of voucher. Please note

that this does not apply to items which were defective when purchased from us, for which you will be refunded via your original payment method.

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

You do not have the right to cancel the Contract when it is for the delivery of any of the following three categories of "Excluded items":

### **Excluded Items**

1. Items that have been made to your specifications or clearly personalised.
2. Sealed audio recordings, sealed video recordings or sealed computer software, once they are unsealed/unwrapped after you have received them
3. Sealed items that are not suitable for return for health protection and hygiene reasons (eg underwear, swimwear, earrings, hosiery, socks and fragrances), and that have been unsealed after delivery, or if the hygiene label is no longer in place.

When you receive the items, you may handle them to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop. Items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and any labels or tags must be intact. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the items.

Items sent with special packaging (such as fabric bags, special boxes, suit carriers, tie-dye items) or additional accessories, must be returned with this special packaging or accessories also in the same condition.

### **Returns Methods**

To return a ZARA item, just choose one of the flexible return options below.

#### a) Returns at any ZARA store

You may return any ZARA or ZARA HOME item purchased through this website at any ZARA store in the UK. You just need to present, as well as the item, the e-ticket that was attached to the Shipping Confirmation, which is also saved under your account on our website, and on the Zara mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket. Please note that ZARA HOME products purchased through this website can be returned at ZARA HOME stores in the UK as well, following the same procedure as provided in this section. This option is always free of charge.

*Return of items ordered through electronic devices in store, paid for at the till*

Please note that in respect of orders that were originally placed through an electronic device in a Zara store in the UK **and** that were paid for at the till of that store, returns can **only** take place in any Zara store in the UK, and not via method b) below, or any other method.

## b) Returns to a UK Drop-Off Point

A "Drop-Off Point" is a parcel collection point, shop, or kiosk, used by the postal service or courier service which offers this service in your area. To request this returns option, you should access the "My Account > Purchases > Returns" section of the website or App, and follow the steps provided. You will then be able to use your location or address to find your closest Drop-Off Point, and which postal or courier service uses each location, and from this, you must select one. We will email you a QR code for you to be able to attach to the parcel and drop your parcel off at the Drop-Off Point. You can switch the location of the Drop-Off Point provided the new one is used by the same postal/courier service, but you cannot switch the postal/courier service.

Please send the item in the same package that you received it, and follow the directions on the "Returns" section of this website. If you no longer have the original packaging, you can return your items using any other packaging, as long as it is sealed correctly and adequately to avoid losing the items. ZARA HOME items must be returned in their sealed original packaging and in their original condition. If you have bought any items as a guest, you may request return via Drop-Off Point through the link sent to you in the order confirmation email. If you have any questions, please contact us via WhatsApp or by taking part in a live webchat available via our website.

Please note that you will be charged for the cost of a return to a UK Drop-Off Point. We will charge a fixed amount of £1.95, which we will immediately deduct from the amount to be refunded to you.

## c) Returns by Courier (for ZARA HOME bulky items only)

In case of bulky items that cannot be returned to a UK Drop-Off Point, you can request the return by Courier arranged by us. You must contact us via WhatsApp or by taking part in a live webchat available via our website, to arrange for the product to be collected at your home. You should send the product in the same package received, in its sealed original packaging and in its original condition, by following the directions on the "RETURNS" section of this website. If you have bought any goods as a guest, you may request returns by Courier using the contact details shown on our website. These options will not entail any additional cost to you.

If you do not wish to use any of the return methods available we suggest you use an established courier in such instances, and select a recorded or guaranteed delivery service where available, and you will be responsible for the return costs. Please bear in mind that if you wish to return the items to us freight collect/cash on delivery, we may charge you any costs incurred in such return.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and, all the items which the relevant parcel consisted of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding this, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earlier. The refund, less the fixed return costs if applicable (please see above), will always be paid using the same payment means you used to pay for your purchase, except when either:

- a gift receipt is presented with the returned items; or



- we accept the returned items from you later than 30 days from the date on which you received the Shipping Confirmation (which we may accept, but we are not required to). In these two instances, the refund will be made via a credit receipt or voucher.

You are responsible for the cost and risk of returning the items to us, as indicated above.

If you have any questions, you can contact us via WhatsApp or by taking part in a live webchat available via our website.

### **Exchanges – for a change of size**

If you decide that a ZARA item that you have purchased is in the wrong size for you, then you may be able to request a change in its size, without having to pay an additional delivery charge for the new item being sent to you, provided that you return the original item. This option is irrespective of your right of withdrawal, which will continue to exist legally and contractually. You can request the change of size via the "Orders and Exchanges" section of "My Account" on this website. You should select the new size of your ZARA item, and provided that (1) it is the same item; (2) its price on this website is equal to, or greater than, the price that you paid for the original item (but please note, in these circumstances only, you will not be charged for the price); (3) the means of payment that you originally used is one of those specified as such in Clause 13 of these Term; (4) you have no more than two exchange requests simultaneously for the same order; and (5) you are not requesting more than 5 items to be exchanged in each request; then you will be able to request the change in size. Please note that the option for you to change the size of your original item will only be displayed as being available to you when all five of these conditions are met. This option is not available for ZARA HOME products sold via this website.

Once you have requested the exchange, and selected the appropriate returns method, you must return the original item, either to any Zara store in the UK, or by dropping it off at a Drop-Off Point, in the UK, using a returns-paid label that we can supply to you. You must return the item without any undue delay, and in any event within a maximum period of 14 calendar days from making the exchange request via this website. Neither of these options for returning the item will generate additional costs for you.

If you want to return the original ZARA item at any Zara store in the UK, you must present, as well as the original item, the e-ticket that was attached to the Shipping Confirmation, which is also saved under your account on our website, and on the Zara mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket. If you want to return the item at your local Drop-Off Point in the UK, you should contact us to arrange for us to send you a pre-paid postage label, and return it in the same package that you received it, with the pre-paid postage label attached, following the directions on the "Orders and Exchanges" section of the Buying Guide. If you no longer have the original packaging, you can return your items using any other packaging, as long as it is sealed correctly and adequately to avoid losing the items. ZARA HOME items must be returned in their sealed original packaging and in their original condition.

After you have chosen your return method, we will aim to send your new order to you, of the item in its revised size, within 2-3 working days from the date of request of the exchange, and in any event within a maximum of 30 days from that date. This option will not present an extra cost to you. The new order is governed by the provisions of these Terms, including your ability to exercise your right of withdrawal.

Please note that if after 14 calendar days from the date of the exchange request made via this website, you have not returned the original item, we are entitled to charge you the costs corresponding to the new order placed, subject to the provisions of these Terms.

### **Returns of defective items**

If the item that you have received is defective, please notify us via WhatsApp or live webchat available via our website, and return the item in accordance with a) or b) above. Please provide proof of purchase, for example a copy of the E-ticket attached to the Shipping Confirmation. We will examine the item and if we deem it to be defective, we will provide a full refund including delivery charges, and the refund will be paid using the same means of payment that you originally used to pay for your purchase. These provisions do not limit any applicable statutory rights.

### **Returns of non-ZARA/ZARA HOME items**

You are responsible for checking the contents of any packages before you return them to us.

We are not responsible for the care or return of the contents of any packages which are erroneously returned to us (which included any products provided by other retailers) ("Erroneous Returns").

We may (but are not required to) contact you to inform you that you have made an Erroneous Return.

We will store any Erroneous Returns which we receive for a period of 14 days from the date we receive them. If you have not contacted us regarding the Erroneous Return within this time we will presume that the relevant contents have been abandoned. We reserve the right to destroy any such Erroneous Returns without notice to you.

Given the volume of returns we process, we do not promise that we will be able to locate all Erroneous Returns we receive.

If we are able to locate an Erroneous Return, we will take reasonable measures to return the relevant contents to you, but reserve the right to first require you to reimburse us for our reasonable costs in processing, storing and returning those contents to you.

### **RIGHT OF WITHDRAWAL**

You have the right to withdraw from your order within 14 days, without giving any reason, although please note you have no right to withdraw items that are classed as 'Excluded Items' as mentioned above. The withdrawal period is counted from the day of the delivery of the last item(s) in your order. The easiest way to exercise your right of withdrawal is to contact us via WhatsApp or by taking part in a live webchat available via our website, and returning the goods to us using either of the returns methods described above.

However, to meet the withdrawal deadline, it is sufficient for you to let us know about your decision to withdraw from your order before the withdrawal period has expired.

You may also use the model cancellation form as set out in the Appendix to these terms, although it is not obligatory.

If you have ordered items from outside the United Kingdom or the Isle of Man, from another EU member state via this website, then:

- the provisions of this Clause 17 shall apply regarding withdrawal, returns and exchanges; and
- we are under no obligation to repay shipping costs to destinations other than to the original UK/Isle of Man delivery address, nor will we repay the return costs from destinations outside the United Kingdom or Isle of Man;

except if the item is defective, in which case the provisions of the paragraph above entitled "Returns of defective items" will apply in all cases.

### **Effects of withdrawal**

We will refund all payments received from you, including the costs of delivery to the original delivery address (although we will not refund any supplementary delivery costs if you chose an enhanced type of delivery rather than our least expensive type of standard delivery), less the fixed return costs if applicable (please see above), without undue delay and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. We will use the same means of payment that you used to pay for your order and this will not cause you any extra fees.

We may withhold the refund until we have received the items back, or you have supplied evidence of having sent back the items, whichever is the earlier.

You must send back the items or hand them over to us without undue delay, and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. Please use either of the returns methods described above. If you do not use either of these returns methods, you will need to bear the cost of returning the items to us.

You are only liable for any diminished value of the items resulting from their handling, other than that which is necessary to establish the nature, characteristics and functioning of the items.

### **18. ZARA EDITED**

The "Edited" section of the website and App allow you to customise certain items, by selecting your own texts and characters from the options available to you for each item. The items that are customisable will be indicated as such. You can find more information about this service in the Buying Guide.

Please bear in mind that, due to technical issues or other matters outside our control, the actual colours, textures and sizes may differ to those displayed on your screen. Please also be aware that because these are customised items, they cannot be returned or exchanged.

You guarantee that you are authorised to use the texts and other elements that form part of the customisation of the items. Although we reserve the right to refuse your customisation or cancel orders for customised products for failure to comply with these conditions, you will be solely responsible for the customisation that you request. **We may refuse your customisation, or cancel orders for customised products, if we detect that the customisation includes or consists of inappropriate content, property belonging to third parties, or otherwise illegal.**

We assume no responsibility for, and we undertake no obligation to verify, the texts or other elements included in the customisation created by users of this service. We do not guarantee the legality of the texts or other elements, and we therefore take no responsibility for any loss and/or damage arising for any user(s) and/or third parties (whether these are individuals or public or private bodies) directly or

indirectly derived from the use of customisation or that have any direct or indirect relationship to the customisation and/or its items.

## 19. LIABILITY AND DISCLAIMERS

Nothing in these Terms shall exclude or limit in any way our liability:

1. For death or personal injury caused by our negligence;
2. For fraud or fraudulent misrepresentation; or
3. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the items for domestic and private use. If you use the items for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering items to you that: (i) comply with the description given by us and possess the qualities that we have presented in this website, (ii) are fit for the purposes for which items of their kind are normally used and (iii) show the quality and performance which are normal in items of the same type and can which can reasonably be expected.

We warrant to you that any item purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest quality but natural characteristics are inevitable and should be accepted as part of the individual appearance of the item. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

## 20. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

## 21. VIRUSES, HACKERING AND OTHER CYBERCRIMES

You may not misuse this website/App by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website/App, to the server which hosts this site/App or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website/App will cease immediately. We will use reasonable care and skill to ensure that this website and App are safe, secure and free from bugs, viruses and other defects. Except to the extent it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website/App or from the downloading of the contents thereof or of such contents to which this website/App redirects.

## 22. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

## 23. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 24. NOTICES

All notices given by you to us should be given to us by post to ITX UK Limited, Lumina House, 89 New Bond Street, London W1S 1DA. Subject to and as otherwise specified in Clause 23, we may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient

to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## 25. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it (aside from our guarantee), without our prior written consent.

However, you may transfer our guarantee in respect of defective products, which is stated at clause 17, to a person who has acquired the item. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item, for example by providing proof of purchase or producing a letter or chain of letters from the original Purchaser and subsequent Purchasers (where appropriate) transferring the benefit of the guarantee to the new owner of the item in question.

We may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or your rights under the Contract or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

## 26. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control.

An event outside our control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that any event outside our control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event outside our control to a close or to find a solution by which our obligations under the Contract may be performed despite the event outside our control.

## 27. WAIVER

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

## 28. SEVERABILITY

If any of these Terms or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 29. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time. You will be subject to the policies and Terms in force at the time that you use this website or order items from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

## 30. LAW AND JURISDICTION

The use of our website and the Contracts for the purchase of items through such website will be governed by English law. Any dispute arising from, or related to the use of this website or to such Contracts shall be subject to the non-exclusive jurisdiction of the English courts. If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such. If you live in Scotland you can bring legal proceedings in respect of the items in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the items in either the Northern Irish or the English courts. If you live in the Isle of Man you can bring legal proceedings in respect of the items in either the Isle of Man or the English courts.

## 31. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via our live webchat or WhatsApp, available via our website.

If you as a buyer consider your rights have been breached, you can address your complaints to us via our live webchat or WhatsApp.

In the unlikely event that our Customer Services team are unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, then you may refer your complaint to RetailADR, which is an organisation authorised to resolve disputes between consumers and retailers ([www.retailadr.org.uk](http://www.retailadr.org.uk)). They may be contacted via post to RetailADR, 12 Walker Avenue, Stratford Office Village, Wolverton Mill, Milton Keynes MK12 5TW (Tel: +44 203 540 8063), or via email to [enquiries@retailadr.org.uk](mailto:enquiries@retailadr.org.uk). We will review any complaint passed on to us by RetailADR.

Last updated on 21 June 2023



## APPENDIX

### Model cancellation forms

(complete and return this form only if you wish to cancel the contract,)

To ITX UK Limited, Lumina House, 89 New Bond Street, London W1S 1DA

I hereby give notice that I cancel my contract of sale of the following items:

*[customer to insert description of items]*

Ordered on/received on (\*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date

(\*) Delete as appropriate

## TERMS AND CONDITIONS OF USE OF ZARA APP FEATURES

These Terms and Conditions of Use (the "Terms") govern the access to and use of the services and various features available on the Zara App (as defined below). The Terms constitute the agreement between you and ITX UK Limited for the access and use of the services and features. These Terms are in addition and without prejudice to the Purchase Conditions of [www.zara.com](http://www.zara.com).

Features available on the App include: (i) the option to purchase items via the Zara App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of [www.zara.com](http://www.zara.com); (ii) the option to manage receipts for purchases made on Zara's online store (the "Online Store"); and (iii) the option to receive an electronic receipt (e-receipt) or electronic proof of purchase, by showing at Zara's physical stores (either the "Physical Store" or the "Physical Stores") the designated exclusive QR code for such purposes. Both the Online Store and the Physical Stores are operated in the United Kingdom by ITX UK Limited, a company registered in England and Wales with company number 02245999 whose registered office address is Lumina House, 89 New Bond Street, London W1S 1DA and VAT number GB 649 927871 ("ITX" or the "Company").

### 1. GENERAL DESCRIPTION OF THE SERVICE

#### 1.1. Purchase of items on [www.zara.com](http://www.zara.com) via the Zara App

Customers can purchase items on [www.zara.com](http://www.zara.com) via the Zara App. Purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of [www.zara.com](http://www.zara.com), which you need to accept before purchasing any item.

#### 1.2. Management of receipts for purchases made on the Online Store

Receipts for purchases made on the Zara Online Store are stored on the App, specifically in the 'My Purchases' section.

#### 1.3 Obtaining an electronic receipt

When paying for a purchase in Physical Stores, you can request a receipt in electronic format. To do this, you must present the QR code on the App that will be displayed for this purpose, so that the receipt can be automatically sent to the App.

From then on, you may make exchanges or returns at Physical Stores using this electronic receipt, in accordance with the applicable terms and conditions, ITX's commercial policy, and all relevant legislation.

In this instance, you will not be issued a paper receipt. **Therefore, it is paramount that you understand that by using this QR code you are expressly requesting the e-receipt or the proof of purchase in electronic form, and are therefore opting out of receiving it in paper form.** In any case, you may always request the paper receipt by contacting our Customer Services, via any of the means of contact stated on Zara's website.

At all times, regulations on e-receipts or any other matter, and those to which these Terms and Conditions are bound, shall always prevail.

If you wish to re-register from using Wallet, you have the ability to request during the de-registration process that all your receipts stored in the App can be sent to an email address that you designate for such purposes.

#### **1.4 Scan receipts**

if your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can use this electronic receipt to make returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, ITX's commercial policies, and all relevant legislation.

#### **1.5 Pay & Go functionality**

You will find on the main page of "Store Mode", a section called "Pay & Go" will appear, which is a function available in certain Zara Physical Stores in the United Kingdom.

Within Pay & Go, you can scan the barcode or QR code from your chosen garment label, complete your purchase by paying the amount, and finally de-tag the garments, without having to go to the till.

At the end of the procedure, you will be sent a notification, indicating that your digital purchase receipt is in electronic format the App. **Therefore, it is paramount that you understand that by using the Pay & Go function you are expressly requesting the receipt in electronic form, and are therefore opting out of receiving it in paper form.** If you do want a receipt in paper form, you should not use the Pay & Go function, and instead go to the till in the Physical Store to pay for the items.

The payment methods for the Pay & Go function are: Visa and Mastercard.

Please note that the purchase of items using Pay & Go function is considered a purchase in a Physical Store (not online), so the commercial terms and conditions applicable to it are those corresponding to the Physical Store, that you will find displayed at the till, and that we remind you of below:

ITX UK Limited will exchange or refund any unworn item returned in its original condition within 30 days of purchase, on production of your receipt. A refund will be given by the same method as the original payment and, in the case of card purchases, back to the same card. If you do not have the original card, the refund will be given on a Voucher Card. The Voucher Card can be used to purchase items in any Zara, Zara Home, Massimo Dutti, Pull & Bear, Bershka and Stradivarius stores in the UK and on their respective UK websites, and the UK website of Oysho, for a period of three years or until the balance of the card has been used up. The balance of the card may not be refunded or exchanged for cash. If you have a gift receipt, the refund will be given on a Voucher Card. If you have purchased items with a Gift Card, the refund will be given onto your Gift Card. If you do not have the original Gift Card, the refund will be given on a Voucher Card. Where the item you have purchased is a Gift Card, our Gift Card General Terms and Conditions apply. You may not exchange or return items purchased outside the United Kingdom or items that that have been tailor-made for you, or altered at your request. This returns policy is in addition to, and does not affect, your statutory rights.

## **2. AVAILABILITY OF SERVICES OFFERED VIA THE APP**

In accordance with applicable laws, ITX reserves the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, whether generally or in particular for one or more users, any or all of the Zara App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

### **3. LIABILITY**

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using the Zara App in its different features.

You agree to use the Zara App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of the Zara App.

You will be liable in the following cases:

a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorised by you without our knowledge;

b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

### **4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP.**

Any of the elements that form part or are included in the App or Wallet are the property or are under the control of the Company or third parties having authorised their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).

- Protection or identification technical devices that the Property may contain (e.g. watermarks, fingerprints, etc.,). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorises users to access and use the Properties in accordance with these Terms.

Users are not authorised to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes.

The Company reserves all rights over the Property that it owns including, but not limited to, all intellectual and industrial property rights that it holds over the Property.

The Company does not grant users any licences or authorisations to use the Property it owns other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licences granted under these Terms.

Notwithstanding the foregoing, the Company may take legal action against any other use by users which:

- does not comply with the terms and conditions herein laid down;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.