

1. TERMS AND CONDITIONS OF THE “ZARA RESELL” DECOUPLED PLATFORM

These Terms and Conditions (the “**Terms**”) govern access, navigation and use of the Zara Resell platform (“**Zara Resell**”), integrated into the “Zara Pre-Owned” re-purposed space, accessible through the website www.zara.com and the Zara application (hereinafter, the website and the application will be jointly referred to as the “**Platform**”). Please read through these Resell Terms, our Cookies Policy and our Privacy Policy (together the “**Policies**”) prior to using this Platform.

The company corresponding to the country of the selling user (as detailed below), makes available the Platform to users through the ZARA brand (hereinafter, “**Zara**”), irrespective of the browser, digital medium, support, or device used for access thereto:

- Zara USA, with a principal office at 500 Fifth Avenue, Suite 400, New York, NY 10110.
- ITX USA, LLC with a principal office at 500 Fifth Avenue, Suite 400, New York, NY 10110.

The Zara Resell platform’s purpose, integrated into the “Zara Pre-Owned” re-purposed space, is offered to enable the purchase of pre-owned Items by users from other users, and sustainable efforts and to extend the useful life of Zara or Zara Home items, as explained below.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING AND/OR PLACING AN ORDER FROM THIS WEBSITE OR THE MOBILE APP. THEY ARE IMPORTANT. THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, WAIVER OF THE RIGHT TO CLASS ACTION, DISPUTE RESOLUTION (IF APPLICABLE) DISCLAIMER OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND NEW YORK CHOICE OF LAW AS SET FORTH HEREIN. IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY, WHETHER IN WHOLE OR IN PART, PLEASE DO NOT USE THE SITE OR OUR MOBILE APP, OR ANY OF THE SERVICES PROVIDED ON THE SITE OR THE MOBILE APP, OR PLACE AN ORDER FROM THE SITE OR THE MOBILE APP OR OTHERWISE.

1. TERMS AND ACCEPTANCE

- 1.1. These Terms govern the participation of users (broadly, the “**User/s**”, “**you**” or specifically the “**Buying User/s**” or the “**Selling User/s**”, as applicable) in Zara Resell.
- 1.2. Buying and selling using Zara Resell is the sole responsibility of the Users pursuant to these Terms. **Zara does not assume any responsibility for transactions between Users, except as set out in these Terms.**

- 1.3. The use of Zara Resell is subject to these Terms. By using Zara Resell, Users confirm that they have read and accept these Terms and Policies.
- 1.4. Zara Resell is made available to Users living in the 50 US states and District of Columbia) (excluding Alaska, Hawaii, Puerto Rico and other territories (the "**Territory**"). By using the Platform, each User confirms that he/she resides in the Territory. Any User attempting to use Zara Resell outside the Territory does so entirely at their own risk.
- 1.5. Zara Resell must not be used in any business or trade capacity. Commercial resellers are natural or legal persons who are engaged in commercial activities and offer items for sale in the course of their business, including all persons who sell items for commercial purposes. Zara reserves the right to suspend or cancel the account of any User using or attempting to use Zara Resell for business or trade purposes. By using the Platform, each user declares that he/she acts as a private single consumer. Zara informs Users who may be acting in a business/trade capacity whereas they present themselves as consumers/non-professionals that misleading commercial practices may be punishable by applicable law and are in violation of these Terms.

2. DESCRIPTION AND OPERATION OF ZARA RESELL

- 2.1. Zara Resell has been created to offer Users the possibility of buying and/or selling certain garments or accessories pertaining to the Zara brand and textile products pertaining to the Zara Home brand (the "**Item/s**"), for the purposes of promoting sustainability and extending their useful life.
- 2.2. Zara reserves the right to reject a listing of Items or the content of the offer in its sole discretion, including but not limited to listings of Ineligible Items (as defined in Clause 2.4 below), or where it, in its sole discretion, considers that an Item or listing is in breach of these Terms.
- 2.3. To use Zara Resell, Selling Users shall show on the Platform the Items they wish to sell pursuant to the provisions of Clause 6 below.
- 2.4. Underwear, socks, swimwear, cosmetics, furniture of any kind, recalled products, age-restricted by law or prohibited by law products and more generally all products other than those mentioned in Clause 2.1 are "**Ineligible Listings**" which fall outside the scope of Zara Resell and cannot be subject to any transaction

whatsoever between Selling Users and Buying Users on the Platform. Zara reserves the right to void and/or block any Ineligible Listings.

- 2.5. Subject to Clauses 2.1, 2.4, 6 and 7, there are no restrictions to the use of Zara Resell in terms of the season of the Items (i.e winter collection), their condition or the point of sale where the Item was purchased only, provided that the Selling User meets the requirements set out in Clause 1 and Clause 6 below, including, but not limited to, the requirement to give an honest, true, objective and accurate description of the Item to be sold on the Platform.
- 2.6. The agreement that the Buying User and the Selling User reach regarding the Item(s) gives rise to a legally binding sale agreement pursuant to Clause 10, below, whereby the Buying User undertakes to pay the Selling User with the full price in US dollars agreed and the Selling User undertakes to transfer title onto the Item(s) and deliver it/them to the courier chosen by the Buying User. **The Users note and agree that Zara is not a party to any contract of sale between the Users.**
- 2.7. Delivery of the Items will be arranged in accordance with Clause 11.
- 2.8. Subject to the provisions of these Terms and the applicable regulations, Users agree that Zara may adopt the measures it deems appropriate in order to create a platform of active users and minimize the risk of cancellation in transactions that take place on Zara Resell. By way of an example only, Zara may pause the Items displayed on Zara Resell after a certain period of time has elapsed since they were advertised on the platform (which may be reactivated at any time by Selling Users) or may display information on the activity of Selling Users on Zara Resell.
- 2.9. Participation in Zara Resell is free of charge for the Selling User. The Buying User will pay a transaction fee of one dollar (\$1.00 USD) plus five percent (5%) of the total price of the Item(s) purchased for each transaction, in addition to the price of the Item(s), the applicable shipping cost and any other additional cost as the case may be. All costs will be clearly shown before placing the order. Shipping costs are made available by clicking on the "Authorize payment" button.
- 2.10. The Selling User shall only receive in connection with the transaction the price of the Item(s) and will not receive any additional sum in this regard. In the event of a dispute in respect of any Item, Zara reserves the right to instruct payment services to withhold any payment received in accordance with Clause 18 below.

- 2.11. The Item(s) subject to the transaction are final sale. They are not eligible for exchange or return.
- 2.12. By using the Platform, the Selling User represents that they willingly list the relevant Item. By using Zara Resell, the Selling User agrees to transfer the title onto the Items and deliver the Item(s) to the Buying User, free of charge and unencumbered to the relevant Buying User.
- 2.13. The Users agree that Zara, being an intermediary, shall not be liable nor bound to replace or compensate a User in respect of Items sold, except to the extent set out below.
- 2.14. For further information, please visit the Buyer's Guide and the Seller's Guide in the help section of the Platform that you can access while browsing and using Zara Resell.
- 2.15. The Users agree that Zara's only role consists of:
 - 2.15.1. connecting Users for the purpose of promoting sustainable efforts and extending the useful life of Zara or Zara Home items;
 - 2.15.2. providing collection and delivery services as set out in Clause 11 below;
 - 2.15.3. connecting Users to payment services provided by Stripe Payments Europe, Ltd. ("**Stripe**"), an Irish registered company (which requires prior acceptance of "Stripe Connected Account Agreement" by Selling Users available www.stripe.com); and
 - 2.15.4. providing a limited customer service function as set out in Clause 18.

3. PLATFORM ACCESS AND USE

- 3.1. To access, use, buy and/or sell Items on the Platform, you must 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 authorization;
- 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 in its sole discretion.
- 3.5. If Zara disables a User's account in accordance with these terms, 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. ZARA IS NOT A PARTY TO SALE CONTRACTS

- 4.1. Zara shall act as a mere intermediary between Users in respect of the contract to buy and sell Item(s). The Platform is an electronic meeting point for Selling Users and Buying Users.
- 4.2. Zara does not warrant the quality or condition of the Items offered on the Platform.
- 4.3. Zara will not be a party to any transaction for the sale and purchase of Item(s), which will exclusively be carried out between private parties (the Buying User and the Selling User). Users are aware and accept that:
 - 4.3.1. Buying Users do not purchase Items from Zara or the relevant affiliate company belonging to the Inditex Group as detailed in the second

paragraph of the Terms. Therefore, any consumer rights have to be claimed vis-à-vis the Selling User;

- 4.3.2. Zara may, but is not required to, conduct screening of Items submitted by Users to the Platform. For example, for the purposes of establishing that the terms hereunder set out are met, and that applicable regulations are complied with; and
- 4.3.3. contracts for the sale and purchase of Item(s) are entered into between the Buying User and the Selling User, from time to time as set out in Clause 10.

5. ELIGIBILITY

To access and participate in Zara Resell Users 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 participate in Zara Resell. By creating an account, each user declares that he/she acts as a mere consumer. Zara reserves the right to suspend or cancel the account of any User using or attempting to use Zara Resell for business or trade purposes.

6. ITEM ELIGIBILITY

- 6.1. By listing an Item, the Selling User warrants, for the benefit of Zara and the Buying User, that the Item(s), displayed on the Platform meet the following requirements:
 - 6.1.1. the Item was purchased by the Selling User at Zara or Zara Home (purchased on the Platform in the Territory only);
 - 6.1.2. the Selling User has full title onto any Item they are selling on the Platform or is duly authorised by the person who has full title onto the Item to list such Item for sale;
 - 6.1.3. there are no restrictions on sale of the relevant Item by the Selling User;
 - 6.1.4. the Selling User has the right to sell the Item;
 - 6.1.5. the Selling User has given an honest, true, objective and accurate description of the Item(s);

- 6.1.6. the Item has attached to it any care and/or safety labels included when it was purchased or, if these are missing, this is indicated in the listing;
- 6.1.7. the Item and the listing do not infringe any applicable laws;
- 6.1.8. the Item has not been subject to a recall;
- 6.1.9. the Item has not been modified or altered in any way since purchase;
- 6.1.10. the User is not aware of any fact or circumstance which renders the Item unsafe;
- 6.1.11. the Item is not counterfeit;
- 6.1.12. the Item is not categorised as an age-restricted product under applicable legislation; and
- 6.1.13. the Item is not categorised as a "Prohibited Item" according to the courier's classification.
- 6.2. Zara reserves the right to remove any Item or the content shown on the Platform which it, acting reasonably, considers to be inappropriate, or which fails, or which is posted by a User who has failed, to comply with any provision of these Terms.
- 6.3. Zara reserves the right to void any Ineligible Listings.

7. ITEMS PRESENTATION ON THE PLATFORM

- 7.1. Selling Users agree to present Items on the Platform both as regards their description and their visual depiction in a clear, understandable, true, accurate and sufficient manner so as not to mislead.
- 7.2. The Selling Users warrant, for the benefit of Zara and the relevant Buying User, that the listings posted by them:
 - 7.2.1. honestly, truly, objectively and accurately describe any Item offered by them on the Platform;
 - 7.2.2. do not feature any Item which is in very poor condition;

- 7.2.3. do not describe an Item as new, unless it is brand new and unworn;
 - 7.2.4. include the age, state, and any damage or defects, and fully and accurately describes the same;
 - 7.2.5. truly depict the quality and look of the relevant Item;
 - 7.2.6. feature only photos of the Item that the Selling User intends to sell and not of any item with the same or similar look; and
 - 7.2.7. do not infringe the IP rights of any third party (including but not limited to photos retrieved from the Internet or depicting other people).
- 7.3. Zara is entitled to remove any Item that does not comply with the provisions of these Terms.
- 7.4. In the process of presenting Item(s) on the Platform, ZARA may (but is not bound to) assist the Selling User by providing certain information related to the product offered (e.g. images, description and/or any other product information from time to time provided).

Should these contents be provided, it is noted that they are fully unrelated to the actual condition of the Item/s offered by Selling Users on the Platform.

Users shall in any case consult the complementary images and other information provided by Selling Users for each Item/s. Therefore, such contents shall not be deemed to be a warranty of the quality or condition of the Items offered on the Platform.

Contents potentially provided by ZARA are in any case subject to the provisions of these Terms.

8. MAIN PARAMETERS DETERMINING RANKING OR MAIN CRITERIA

- 8.1. The order or classification of Items displayed when using the Platform's search tool will be random. However, the order or classification of Items shown on the Platform's product grid is due to reasons of an aesthetic, seasonal or trend nature only.

8.2. In particular, the order of prevalence of these criteria with respect to the Items displayed on the Platform's product grid will be as follows:

- 1) seasonal,
- 2) aesthetic and
- 3) trend reasons.

9. PROCEDURE TO ADVERTISE ITEMS ON THE PLATFORM

9.1. To advertise an Item on the Platform, the Selling User shall fill out the Seller's form, selecting a category that best represents the Item and uploading at least three good quality photos (or more, where appropriate, based upon the Item). In order to meet the requirements of 7.1, above, Zara recommends that this includes a photograph of each of the front and the back of the Item, as well as a photograph of the Item's labels.

9.2. When a Selling User advertises an Item on the Platform, this shall be deemed to be an offer to sell the Item that may be accepted by a Buying User. The Selling User may remove or amend the advertisement at any time before a Buying User has agreed to purchase the Item in question.

10. PURCHASE OF ITEMS SHOWN ON THE PLATFORM

10.1. Buying Users may purchase Items on the Platform by clicking the "Authorize payment" button.

10.2. Shipping costs and the fee applicable to each transaction including any applicable sales tax, as set out in clause 2.8 above, are not included in the advertised price and will be added to the total price for the Item.

10.3. Both parties acknowledge and agree that after the Buying User has completed the payment process, a legally binding agreement is formed between the Buying User and the Selling User (the "**Sale Purchase**") based upon following contractual basis cumulatively: (i) each User's compliance of these Terms; (ii) the description and the photos of the Item; (iii) any other terms agreed between the Buying User and the Selling User in writing. The Buying User undertakes to pay the full price of the Item to the Selling User (including shipping costs and the transaction fee) and the Selling User undertakes to transfer the title onto the Item(s) and deliver it/them by choosing any of the available delivery options on the Platform for final

shipment to the Buying User. Upon the Sales Purchase being formed, both Users (i.e. Selling User and Buying User) who are party to the Sales Purchase may rely on and enforce any commitment given between each other pursuant to these Terms.

- 10.4. In the event of any conflict among the contractual basis of the Sales Purchase set out at Clause 10.3 above, the order of precedence shall be in the order set out above, with the present Terms taking highest priority.
- 10.5. Since the Sale Contract is between two consumers and not a professional seller and a consumer, Users take notice that consumers rights under EU consumer protection law are not applicable to this contract.
- 10.6. There is no general right of return in respect of Items sold and purchased on the Platform. Selling Users are, however, required by Zara Resell to offer the right to return in the event that an Item does not comply with its description or is otherwise damaged or faulty, subject to each User complying with the provisions of Clause 18.

11. COLLECTION AND DELIVERY

- 11.1. Upon choosing the delivery method that best suits the Selling User from those offered on the Platform, and before the Item(s) have been picked up by the courier company, the Selling User agrees to pack the Item(s), using their own packaging and following the packing instructions available to the Selling User during the reselling process. The Selling User agrees to pack the Item(s) appropriately and in accordance with any such instructions.
- 11.2. The Selling User agrees not to include any banned or restricted Items, Ineligible Listings, Items which have not been sold in respect of the particular transaction or Items otherwise not conforming with these Terms. Zara does not accept any liability with regard to the content of any package. Users agree that Zara does not have any responsibility or liability in respect of the content of any package.
- 11.3. The Selling User agrees that they are liable for the contents of the package delivered to the courier company. In the event of any error or issue regarding the contents of the package, Zara reserves the right to recover its costs from the Selling User, except to the extent such costs are attributable to an error of Zara

or any courier company nominated by Zara. Zara does not accept any liability for the acts or omissions of any User.

- 11.4. The Buying User shall select the delivery method best suited to their needs from those available on the Platform, should there be more than one.
- 11.5. After the Buying User has paid in full, the Selling User will make available the Item(s) for collection within six (6) days, using the prepaid shipping label automatically created by the Platform and in accordance with any instructions sent by Zara.
- 11.6. If the Selling User has not made available the Item for collection within the abovementioned period of time, the transaction will be automatically cancelled, and the amounts paid by the Buying User will be refunded.
- 11.7. Unless otherwise agreed, Zara shall arrange for a courier to collect the item from the Selling User and deliver the Item to the Buying User..
- 11.8. The risk of loss or damage of the Item shall be borne by the Buying User from delivery of the Item to the courier of the latter's choice.
- 11.9. Following collection of the Item from the Selling User by the courier chosen by the Buying User, the price of the Item will be transferred to the Selling User as described herein.

12. CANCELLATION AND CHANGES OF THE COURIER SERVICE

Users agree that Zara will commence the process of collection of Items upon receipt of the request from the relevant User. As such, Users agree that they shall not be entitled to cancel or change any part of the courier service without incurring a charge for such terminated, cancelled or amended service. Zara reserves the right to retain amounts paid by Users in respect of any such terminated, cancelled or amended service.

13. PRICE AND PAYMENT

- 13.1. When a Selling User wishes to sell an Item, they must fill out the Zara's form indicating, among other things, the price of the Item in US dollars.

- 13.2. The Selling Users may change the prices of the Items they advertise on the Platform at any time prior to the formalisation of a sale between them and any Buying User according to clause 9.3 above.
- 13.3. The Buying User acknowledges and accepts that Zara Resell will be entitled to a fee for each transaction as set out in clause 2.8 above.
- 13.4. Zara Resell offers Buying Users different payment methods (including debit and credit cards) through Stripe's payment gateway, as will be shown at checkout. By clicking on "Authorize payment" the Buying Users confirms that they are the owners or authorized holders of the credit card.
- 13.5. User agrees that Zara may deduct fees and/or send amounts to you, as applicable, in accordance with these Terms via the payment service provider, Stripe Payments Europe Ltd.

14. TAXES

- 14.1. The Zara Resell platform shall be exclusively used to resell goods between private users and must not be used in any business or trade capacity.

By registering as User and accepting these Terms, the Selling user expressly represents that the sale of Item(s) on the platform are not made in any business or trade capacity.

Should such representation be incorrect or inaccurate, Users undertake to hold Zara or the relevant company as detailed in the second paragraph of the Terms harmless from any, claims, loss or damage it may suffer.

Transactions on the Zara Resell platform may be subject to sales taxes based on jurisdiction. Where required, Zara will collect sales taxes from Buying Users and remit them to the tax authorities on behalf of Sellers. Item prices listed exclude sales taxes, but sales taxes will be shown before purchase confirmation. Sales taxes depend on factors like price and location and they may vary in rates depending on the jurisdiction. While we estimate sales taxes at the time of sale, Selling Users are responsible for verifying and reporting their applicable taxes beyond sales tax collected by Zara.

Consequently, Users shall be responsible for filing the relevant tax returns and paying the relevant taxes or duties accrued from the sales, purchases or import of the Item(s). Users undertake to hold Zara or the relevant company as detailed in the second paragraph of the Terms harmless from any loss or damage incurred as a result of Users failing to comply with such obligations.

Likewise, Users undertake to provide Zara Resell with any data requested to allow Zara Resell to meet its own tax obligations, including providing information to the relevant tax authorities when this is required by applicable legislation.

15. CHANGES TO ZARA RESELL, THE PLATFORM AND THESE TERMS AND ASSIGNMENT

- 15.1. To the extent permitted by the applicable law, Zara reserves the right to amend in full or in part the terms of Zara Resell and of the Platform, and to suspend or terminate them, 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.
- 15.2. To the extent permitted by the applicable law, Zara may assign any of its rights or obligations under these Terms. Users are not permitted to assign their rights under these Terms or under any Sale Contract.

16. CORRECT USE OF THE PLATFORM AND RESTRICTIONS

- 16.1. The User expressly accepts that he/she will use Zara Resell and the Platform and participate therein at his/her own risk and peril. The User agrees to only use the Platform in accordance with the present Terms and any applicable laws. The User agrees not to use the Platform for or in connection with the sale of Items as part of a business activity, since the purpose of Zara Resell and the Platform is solely to enable the purchase of Items by Users from other Users, as a boost to circularity and to extend the useful life of Zara or Zara Home items.
- 16.2. Users agree to use Zara Resell pursuant to these Terms, . Users undertake not to use Zara Resell, 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 Resell or the Platform, their content or services, or prevent the normal use that other users may make of it.

- 16.3. Zara Resell allows Users the possibility to provide images and other content via 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; (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.
- 16.4. Users grant Zara a non-exclusive, worldwide, royalty free, for the legal duration of the IP rights and its potential extensions, from the date of acceptance of these Terms, a licence to use, reproduce, represent, diffuse, copy, redistribute, adapt, re-format, publish, modify, amend, translate, licence, sub-licence, assign, transfer and exploit any content created by the User on the Platform for the purpose of Zara or its third party suppliers providing the services or for any purpose in connection with Zara's or its group companies' business.
- 16.5. Users agree that any information or content Users upload to the Platform or otherwise provides to Zara in connection with their use of Zara Resell may be used by Zara for any lawful purpose and shared with Zara's third-party suppliers engaged by Zara in connection with Zara Resell.
- 16.6. Users expressly undertake not to destroy, alter, disable or otherwise damage the data, software or electronic documents found in Zara Resell in the Platform.
- 16.7. Users undertake not to hamper access to Zara Resell 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.
- 16.8. 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.
- 16.9. Users shall not directly or indirectly:

- 16.9.1. copy, modify or create any derivative work of any portion of the Platform; or
 - 16.9.2. 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.
- 16.10. To the extent permitted by law, Users shall be liable to Zara and/or any affected third party in the event of breach of the terms and warranties above.
- 16.11. To the extent permitted by law, the User hereby indemnifies Zara (or the relevant company as detailed in the second paragraph of the Terms) 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 16. This means that if you do not comply with this Clause 16, you may be required to reimburse Zara for any and all costs they incur in resolving the issues and/or caused by you.

17. LIABILITY, RIGHT OF WITHDRAWAL AND WARRANTIES

- 17.1. Zara reserves the right to suspend Zara Resell and the Platform for technical repairs, equipment maintenance, or to improve Zara Resell itself and the Platform.
- 17.2. 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 Resell, but which is not attributable to Zara or which arises due to causes outside of Zara's reasonable control.
- 17.3. LIABILITY CAP. UNDER NO CIRCUMSTANCES WILL ZARA'S OBLIGATION OR LIABILITY UNDER THESE TERMS EXCEED THE PURCHASE PRICE YOU PAID ON THE SITE FOR ANY GOODS OR SERVICES. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND
- 17.4. 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 Resell.

- 17.5. Zara reserves the right to remove the contents included in any sections of the Platform should it deem it appropriate.
- 17.6. Zara does not guarantee the reliability, availability or continuity of the Platform nor Zara Resell.
- 17.7. Zara shall not be liable in the event of interruptions in Zara Resell, 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.
- 17.8. Zara reserves the right to cancel Zara Resell and block and/or expel Users of Zara Resell who use Zara Resell incorrectly or do not comply with these Terms or with the terms of any Sale Contract, without having to express any reason.
- 17.9. Zara will be only liable for damages caused to Users for its own actions or those of its own suppliers.
- 17.10. Users of Zara Resell are informed that the sales agreement concluded between the Selling User and the Buying User on the Platform, being concluded between

two consumers or not business to business, the right of withdrawal provided for in the applicable regulations shall not apply.

- 17.11. Likewise, the guarantee of conformity is not applicable.
- 17.12. On the other hand, Zara informs Buying Users that they may exercise their rights relating to the legal warranty of hidden defects against the Selling Users.

18. DISPUTES

- 18.1. After receiving the Item(s), the Buying User will receive a notice ("**Review product**") allowing them to indicate whether or not they are satisfied with the state of the Item(s) purchased.
- 18.2. The Buying User shall confirm their satisfaction (or lack thereof) with the Item(s) purchased within 3 days from receiving the delivery? ("Review product").
- 18.3. If the Buying User finds such state not to be satisfactory by ticking "**No**", they will be directed to a dispute form automatically generated by the Platform where they can provide detailed information on the reasons for the dissatisfaction. Such form will be managed by Zara's customer service team, who are contactable via the details on Zara's website.
- 18.4. If the dispute arises from the fact that the Item received does not conform with these Terms, pursuant to the features and conditions of the Item posted, Zara's customer service team will determine, based upon the information and evidence available, whether the representations of the Buying User have merit, and therefore, their complaint should be considered. Return of the Item(s) by the Buying User to the Selling User for reasons of mere convenience will not constitute acceptable grounds for dispute.
- 18.5. If the complaint raised by the Buying User is upheld, the Buying User shall return the Item(s) to the Selling User, and the Selling User shall issue the Buying User with a full refund by the same means used for payment for the total price paid by the Buying User for the Item(s) plus the shipping cost for returning the Item(s) to the Selling User.
- 18.6. If the complaint raised by the Buying User is deemed by Zara's customer services team to be without merit, the transaction shall be deemed to be completed,

without any other option or relief available to the Buying User at Zara Resell, without prejudice to any available remedies under applicable regulations.

- 18.7. If the dispute arises from any reason other than the ones set out above, or in the event of any other type of incident during the shipment and receipt of the Item by the Buying User, Zara's customer service team shall in its sole discretion determine whether to consider the claim, whether the claim is upheld or disregarded and any remedy available to the Buying User.
- 18.8. If a User is not satisfied with the customer services and/or dispute resolution services provided by Zara pursuant to this Clause 18, they may raise a complaint pursuant to Clause 20, below.
- 18.9. It is brought to the attention of Zara Resell users that as a result of the sales agreement entered into by and between the Selling User and the Buying Users (i.e., an agreement executed between 2 consumers or non-professionals), the right of withdrawal provided for in the applicable regulations shall not apply.

19. REPORTING ABUSE

- 19.1. If a User considers (i) that another User or content infringes his/her rights and/or the rights of a third party, (ii) that another User has published illicit content, in particular content of apology for crimes against humanity, provocation to commit acts of terrorism and their apology, incitement to racial hatred, hatred against persons on the grounds of their sex, sexual orientation, gender identity or disability, as well as child pornography, incitement to violence, incl. incitement to sexual and gender-based violence, and offences against human dignity or (iii) that any of the content somehow available on or conveyed through the Platform is offensive, inappropriate and/or infringes your statutory rights, please report such content by accessing the means of contact listed in the help section of Zara Resell. The notification must include (i) the content desired to be reported, (ii) the reason for which the content is reported and (iii) whether there is any other action that is desired to be adopted.
- 19.2. Having been duly notified as set out herein, Zara will launch an internal investigation. Content involved in such investigation and considered by Zara to be sensitive will be tentatively unavailable and may be removed by Zara subject to the outcome of the investigation.

- 19.3. Zara may use software and automatic algorithms to detect and remove from the Platform, without notice, any Item or content which is clearly illegal or prohibited under applicable regulations, contrary to morality or the public order, or is advertised or published in violation of these Terms, in addition to suspending and/or permanently blocking the account of the User responsible for the reported content. This shall not be considered as an undertaking to monitor, actively search for or even suppressing unlawful activities and/or content posted on the Platform.
- 19.4. Affected Users can challenge Zara's decision to remove content pursuant to Clause 19.3 by contacting Zara's customer services platform.

20. ACCESS TO ITEMS' REVIEWS

- 20.1. Once each transaction has been completed, and within 3 days of completion, Buying Users will be able to rate their satisfaction with the completed transaction in terms of "product", "packaging" and "shipping" in the form of 1 to 5 stars. This review will not be subject to any compensation whatsoever.
- 20.2. The degree of satisfaction with each completed transaction (either globally or specifically with respect to "product", "packaging" and/or "shipping") will be measured by the average of the stars received, including the automatic evaluations that will take place, once the above referred 3-day period has ended, without User having expressed any evaluation and considering the circumstances applicable to each transaction.
- 20.3. ZARA ensures that the published reviews originate from Buying Users who have actually purchased the Item(s) considering that these are the only ones who will be offered the opportunity to make reviews of the Items purchased within a maximum period of 3 days from the completion of each transaction.
- 20.4. Users' reviews must always be fair and honest and will be subject in any case to the provisions of the Terms accessible throughout navigation and which Users must expressly accept.

21. COMMENTS, FEEDBACK AND COMPLAINTS

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

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

Zara Resell and these Terms are being offered under these Terms and should not be confused or connected to or part of the "Purchase conditions" that govern the sale by the relevant company of the Inditex Group of Items of new articles on the Platform.

23. JURISDICTION AND APPLICABLE LAW

- 23.1. Any questions which may arise between Zara and the User related to the interpretation, adherence to and validity of these Terms, shall be governed by these provisions and in accordance with the laws of New York (without prejudice to such statutory provisions applicable in the state of residence of the User which cannot be excluded). The Parties expressly submit to the non exclusive jurisdiction of the New York courts. In any case, statutory rights of Users will not be affected. You agree to waive any right to pursue any type of collective, class action. Both parties agree to a waiver of a jury trial.
- 23.2. Both the Buying User and the Selling User acknowledge and accept that the Sale Contract will be governed by the laws of the state of residence of the Selling user (without prejudice to such statutory provisions applicable in the country of residence of the Buying user which cannot be excluded) and be subject to the exclusive jurisdiction of the relevant place of delivery of the Item(s) in the applicable state.

October 7, 2024