

TERMS AND CONDITIONS OF USE OF 'ZARA APP FEATURES'

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on ZARA App (as defined below). These Terms are in addition and without prejudice to the Purchase and Terms and Conditions of www.zara.com which unless expressly set forth shall be applicable to these App Terms.

Features available on the App include: (i) the option to purchase goods 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; (ii) the option to manage receipts for purchases made on ZARA's website and ZARA App (collectively the "Online Store") and, (iii) the option to receive an electronic receipt or electronic proof of purchase, by ZARA showing the designated exclusive QR at a US ZARA Store (Physical Stores). Both Physical Stores and Online Stores are operated in the US by the company ZARA USA, Inc. having its principle office at 500 Fifth Avenue, New York, New York, 10110.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1 Purchase of goods on www.zara.com via ZARA's APP

Customers can purchase goods on www.zara.com via ZARA's App. Therefore, 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, which you need to accept upon purchasing any items.

1.2 Management of receipts for purchases made on the Online Store

The receipts for purchases made on the ZARA Online Store will be 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 may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable Terms and Conditions, according to the return policy of ZARA, and, in any event, in accordance with current 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 expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the ZARA website.

In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail.

If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

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, ZARA's return policy, and applicable law.

2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

In accordance with applicable laws, we reserve the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, be it generally or in particular for one or more users, any or all of ZARA'S 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 ZARA's App in its different features. You agree to use ZARA's 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 ZARA's 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 authorized 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 are the property or are under the control of the Company or third parties having authorized 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 authorizes users to access and use the Properties in accordance with these Terms.

Users are not authorized 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 licenses or authorizations 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 licenses 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;
- 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.