

GENERAL TERMS AND CONDITIONS OF PURCHASE AND USE WWW.ZARA.COM

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the general terms and conditions that govern the use of this website (www.zara.com) and the purchase of products on it (hereinafter referred to as the "Conditions"), regardless of the type of application, digital media, medium, or device through which it may be accessed. We ask that you carefully read these Conditions and our Privacy and Cookies Policy ("Privacy and Cookies Policy") prior to using this website. By using this website or placing an order through it, you consent to be bound by these Terms and our Privacy and Cookies Policy. As such, if you do not agree to all of these Conditions and Privacy and Cookies Policy, you should not use this website.

If you have any questions related to the Conditions or the Privacy and Cookies Policy, please contact us through our regular contact channels.

The contract may be executed in any of the languages of your choice in which the Conditions are available on this website.

2. OUR DETAILS

Sale of goods through this website is carried out under the name ZARA by Textiles Anka 22 C.A, a trading company created and organized in accordance with the laws of the Bolivarian Republic of Venezuela, with business address at Calle Elice. Entre Av. Libertador y Av. Francisco de Miranda. Torre Gelomaca. Chacao. Caracas, Venezuela.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

4. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

- i. Use this website to make enquiries and legally valid orders only.
- ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the competent authorities.
- iii. Provide us with your email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into binding contracts.

5. SERVICE AVAILABILITY

Delivery service for the articles offered on this website is available in the Bolivarian Republic of Venezuela only.

6. FORMALISING THE CONTRACT

To place an order, you must follow the online purchasing procedure and click on "Authorize payment". After doing so, you will receive an email confirming receipt of your order (the " Order Confirmation"). You will be informed via email that the order is being sent (the "Shipping Confirmation"). These Conditions and the Contract constitute a written agreement between us.

7. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the section "My Account".

In any case, you will be able to correct errors related to the personal data provided during the purchase process via the chat accessible through the website or our social networks' official accounts, as well as exercising the right of rectification contemplated in our Privacy Policy through dataprotection@inditex.com. This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, this website offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service, via the chat accessible through the website or our social networks' official accounts to correct the error.

8. AVAILABILITY OF PRODUCTS

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we will reimburse any amount that you may have paid.

9. DELIVERY

With the exception of circumstances related to customized products, or if any exceptional or unforeseen circumstances arise, we will send you the order comprising the products listed in each Shipment Confirmation within the period specified on the website according to the selected shipping method and, in any event, within a maximum of 30 days from the date of the Order Confirmation.

If for any reason we are unable to deliver by the delivery date, we will inform you of this situation and give you the option of continuing with the purchase with a new delivery date or, alternatively, canceling the order and refunding you the full amount paid. In any case, please remember that we do not offer home deliveries on Saturdays or Sundays.

For the purposes of these Conditions, the "delivery" shall be deemed to have taken place, or the order to have been "delivered" at the time when you or a third party designated by you takes material possession of the products, which shall be proven by a signature of receipt of the order at the agreed upon delivery address.

10. FAILURE TO DELIVER

If it is impossible for us to deliver your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse.

If after 15 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

11. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The products shall be under your responsibility from the moment of delivery to you as outlined in Clause 10 above.

You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery (as defined in Clause 10 above), if that were to take place at a later time.

12. PRICE AND PAYMENT

The prices on the website include the Value Added Tax (VAT), but exclude shipping costs and shipment-related taxes where applicable, which will be added to the total amount due as set out in our Shopping Guide - Shipping.

Prices may change at any time but (except as established above) any potential changes will not affect orders for which we have already sent you an Order Confirmation.

Once you have selected all the items you want to purchase, these will be added to your cart and the following step will be to process the order and pay for it. To do this, you must follow the steps of the checkout process, filling in and checking the information requested in each step. Additionally, you may modify the details of your order during the purchase process prior to paying. A detailed description of the checkout process is available in the Shopping Guide. In addition, if you are a registered user, you may access a list of the orders you have placed in the My Account section.

You may pay using VISA, Mastercard, American Express and P2C. Likewise, you may pay for part or all of the purchase price with a voucher from Zara issued by Textiles Anka 22 C.A.

By clicking on "Authorize Payment," you are confirming that the credit card belongs to you or that you are the legitimate owner of the voucher.

To minimize the risk of unauthorized access, your credit card information will be encrypted. Credit cards shall be subject to validation checks and authorization from your card issuing entity. If said entity does not authorize the payment, we will not be liable for any delay or non-delivery and we will not be able to enter into any contract with you.

13. QUICK SHOP

The quick shop option (hereinafter, "Quick Shop") speeds up the purchase process on the website as you will not need to enter the shipping, invoicing, or payment details for each purchase. Quick shop is available in the "Shopping cart" section.

To use Quick Shop, you need to have saved your credit card information. You can do this when paying with any of the cards accepted by this website by clicking on the option "Save my payment card details." This will cause the following card details to be saved: card number, name of the card holder as it appears on the card, and the card's expiration date.

To save your payment card information and use Quick Shop, you must agree to the applicable Terms and Conditions and the Privacy and Cookies Policy.

By accepting to use Quick Shop, you agree that purchases paid for using this method be charged to your associated payment card. The use of the card will be governed by the written conditions between yourself and the card issuer in all cases.

You can save the information for as many payment cards as you like for the Quick Shop option. To do so, you must make at least one payment with one of them. If you want to save the details for more than one card, the most recently saved card will be considered your "Preferred Card" and will be used by default to pay for Quick Shop purchases. However, you can change your Preferred Card in the My Account section of this website.

To use Quick Shop, just click on the "Quick Shop" button that appears in the shopping cart. Next, a screen will appear with the delivery, invoicing, and purchase payment details. The data on this screen cannot be modified. Therefore, if there is an error, do not complete the purchase process. To make purchases with other details, do not use the Quick Shop option.

You can change your Preferred Card associated with the Quick Shop option in the My Account section of this website.

14. RETURN POLICY

14.1 Right of withdrawal

We grant you a period of 30 days from the Shipping Confirmation to proceed with the return of the products (except for those referred to in clause 14.2 below, with regards to which the right to cancellation is excluded).

If you return the products within the aforementioned cancellation period, the refund for the amount paid for said products will be processed via a voucher card with no undue delay from the date on which you notify us of your decision to cancel this contract. Notwithstanding the above, we may withhold the refund until we have received the goods.

Remember that the voucher can be used at any of the stores in the Bolivarian Republic of Venezuela or within the framework of the ZARA website (www.zara.com), regardless of the application, digital means, medium or devices by which you access the site; it will be valid for 1 year from its delivery and its value will equal that of the price paid for the products (excluding shipping costs) that you have returned.

To exercise your right to cancellation, you must notify us at ZARA, via the chat function available on the website, or through our official social media accounts, of your decision to cancel the contract by means of a clear statement (for example, a letter sent via the postal service or via email). You may use the cancellation form template that is included as an Appendix to these Conditions, though its use is not mandatory.

You must return to us or directly deliver the products to us at any of the ZARA stores in the Bolivarian Republic of Venezuela, or give it to the courier that we will send to your home, without undue delay and, in any case, before the 30-day period comes to an end.

Unless you return the goods at a ZARA store in the Bolivarian Republic of Venezuela or you give it to the courier that we will send to your home, you shall bear the direct cost of returning the goods.

You shall be solely responsible for any decrease in the value of the goods resulting from handling other than that required to establish the nature, characteristics, and function of the goods.

14.2 Common provisions

You shall not have the right to withdraw from the Contract when it is for the delivery of any of the following Products:

- i. Customized items
- ii. Music CDs/DVDs without their original wrapping.
- iii. Sealed goods which are not suitable for return due to hygiene reasons and where unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same condition in which you received them. No reimbursement will be made if the product has been used once it has been opened, for products that are not in the same condition as when they were delivered or if they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions and other documents, if any, accompanying the products.

Upon cancellation, the respective products shall be returned as follows:

- (i) Returns at any ZARA store:

You may return any product to any ZARA store in the country where your product was delivered which has the same section as the product you wish to return belongs to. In such case, you should go to the store and present the product with the electronic receipt that you will have received along with the Shipping Confirmation, which is also available in your account on the website and on the ZARA mobile application. You can show the electronic receipt digitally on the screen of your mobile device or print it and bring it to the store.

(ii) Returns by Courier:

When returning the product(s) by Courier arranged by us, you should contact us through our official social media accounts or by taking part in a live webchat available on our Platform arrange for the product to be collected at your home. You should send the product in its original packaging and follow the directions on the "RETURNS" section of this website. After the relevant verification, you will receive an email with a label attached, that you should place on the package.

None of the two options just mentioned require you to pay additional costs.

If you do not want to return the products through any of the available free options, you shall be responsible for the return costs. Please bear in mind that if you decide to return the items to us collect on delivery, we shall be authorized to charge you for any expenses that we may incur.

After examining the item, we will inform you if you have the right to a refund for the amount paid. The refund will be made with any undue delay and always via voucher. Nevertheless, we may withhold the refund until we have received the goods. If you have any questions, you can contact us via the chat function available on the website or through our official social media accounts.

14.4 Returns of defective products

If you think that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately via the chat accessible through the website or via our social networks' official accounts, providing the product details and the damage sustained.

You must return the product at any ZARA store in the Bolivarian Republic of Venezuela or giving it to the courier that we send to your home.

We will carefully examine the returned product and inform you via email within a reasonable period of time of your right to a refund or a replacement (if any). The refund or item replacement will be made with any undue delay and always via voucher. Nevertheless, we may withhold the refund until we have received the goods.

The sums paid for those products that are returned due to a fault or defect, when this actually exists, will be refunded in full via voucher, including the delivery costs incurred to deliver you the item and the costs you may have incurred to return it to us.

In any event, the rights recognized by current legislation remain unaffected.

15. WARRANTIES

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy Policy. In this case the possible changes will also affect orders made previously by you.

Products are deemed to conform to the contract provided that (i) they meet the description we have made and have the qualities described on this webpage; (ii) they are fit for the use for which this type of products is intended, and (iii) they show the quality and performance which are normal in products of the same type and which can be reasonably expected. In this regard, should any products be nonconforming, you should let us know in the manner described in section 16.3 above, by any of the communication channels provided to this end.

The products we sell, in particular handicrafts, usually show the natural features of the materials used to manufacture them. Such features, including changes in texture, knots and colour shall not be deemed to be defects or imperfections. On the contrary, they should be expected and appreciated. We only select products of the utmost quality, but natural features cannot be avoided and must be accepted as a part of each product's individual appearance.

16. LIABILITY AND WAIVING LIABILITY, STATUTORY CONSUMER RIGHTS

Unless otherwise indicated expressly in these Conditions, our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

- i. in case of death or personal harm caused by our negligence;
- ii. in case of fraud or fraudulent deceit; or
- iii. in any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

- i. loss of income or sales;
- ii. operating loss;
- iii. loss of profits or contracts;
- iv. loss of forecast savings;
- v. loss of data; and
- vi. loss of business or management time.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly on this website.

17. INTELLECTUAL PROPERTY

You recognize and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the website belong to us at all times or to those who grant us the license for their use. You may use said material only to the extent that we or the usage licensors authorize expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

18. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this Clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this Clause, authorization to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

19. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

20. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

21. NOTIFICATIONS

The notifications that you send us must be sent through the chat accessible through the website or our social networks' official accounts. Pursuant to the provisions in Clause 20 above and unless otherwise stipulated, we may send you notifications either by email or to the postal address you provided us when placing an order.

It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box; in the case of an email, that the notification was sent to the email address specified by the recipient.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding for both Parties, as well as for our respective successors, transferees and heirs. You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognized by law or cancel, reduce or limit in any way the express and tacit warranties that we may have given you.

23. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

- i. Strike, lockout or other forms of protest.
- ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- iv. Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.
- v. Inability to use public or private telecommunication systems.
- vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

24. WAIVING RIGHTS

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions. The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalized and notified to you in accordance with the provisions of the Notifications section above.

25. PARTIAL ANNULMENT

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

26. ENTIRE CONTRACT

These Conditions and any document referenced in the same constitute the Entire Contract between the Parties as regards the purpose of the same, replacing any previous pact, agreement or promise made between the Parties verbally or in writing.

The Parties acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other Party or that could have been inferred from any statement or document in the negotiations entered into by the two Parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither Party shall take any action regarding any untrue statement made by the other Party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of contract in accordance with the provisions of these Conditions.

27. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy Policy. In this case the possible changes will also affect orders made previously by you.

28. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the product purchase contracts through said website shall be governed by the Bolivarian Republic of Venezuela legislation.

Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Bolivarian Republic of Venezuela courts.

If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognized in any applicable legislation in this area.

29. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send any comments and suggestions through the chat accessible through the website or our social networks' official accounts.

Your complaints and claims sent to our customer service will be addressed as soon as possible and within the established statutory period.

ANNEX

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: Address: Calle Elice. Entre Av. Libertador y Av. Francisco de Miranda. Torre Gelomaca. Chacao. Caracas, Venezuela, operating under the trading name of ZARA, Textiles Anka 22 C.A.:

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only for paper forms)

Date

(*) Delete as appropriate