

TERMS AND CONDITIONS OF USE

These Terms and Conditions of use (hereinafter, the "Terms and Conditions") regulate the access and use of the Gift Video Feature (hereinafter, the "Gift Video Feature").

ITX MERKEN, B.V., a Dutch company with registered address at Nieuwezijds Voorburgwal 307, 1012 RM, Amsterdam (The Netherlands), (hereinafter, "ZARA"), offers consumers and users of the ZARA smartphone application (hereinafter, the "Application") in the markets stated below the possibility of adding a video to a gift as a greeting during the purchase process.

1. Terms and Conditions and Acceptance

1.1 Access and use of the Gift Video Feature are the sole responsibility of the consumer and user (hereinafter, the "User(s)") in the terms provided in these Terms and Conditions.

1.2 The use of the Gift Video Feature is subject to these Terms and Conditions. The User must accept these Terms and Conditions before using the Gift Video Feature. If the User does not agree with the Terms and Conditions they should not use the Gift Video Feature.

1.3 Using the Gift Video Feature is restricted to Users who live in the following markets: Albania, Germany, Andorra, Austria, Bosnia, Bulgaria, South Korea, Croatia, Denmark, Slovakia, Slovenia, Spain, Estonia, Finland, France, Holland, Hungary, Ireland, Italy, Japan, Kosovo, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Portugal, United Kingdom, Czech Republic, Romania, Serbia, Sweden, Switzerland and Ukraine.

2. Operation of the Gift Video Feature

2.1 The Gift Video Feature enables Users who have placed an order using the Application (therefore, subject to the "Terms and Conditions of Use and Purchase at www.zara.com" that are available on the Application and that Users will have accepted expressly) to add a customised video as a greeting for an order during the purchase process (in the same section of the Application where you can currently select the "gift receipt" option).

2.2 Users may only use the Gift Video Feature when placing an order using the Application.

2.3 A subscription or user registration is required to access and use the Gift Video Feature.

2.4 When adding the video, ZARA will ask the user who has placed the order (the "Buyer") for the phone number of the person the gift is for and to add the greeting video, as an activation code so the video is only viewed by the recipient of the gift (the "Recipient").

2.5 A card will be attached to the box containing the order, which will include a QR code that will enable the Recipient to view the video.

2.6 When the Recipient scans the QR code, the last four (4) digits of their telephone number will be requested (which need to match the ones for the telephone number provided by the Buyer) and, only if the number is correct and, therefore, a secure relationship has been established, the Recipient will be able to access and view the video.

2.7 Additionally, as soon as the Recipient views the video, the Buyer will receive a push message informing them that the video has been viewed.

2.8 If the Buyer would like to delete the video they uploaded, they need to get in touch with ZARA's customer service department.

2.9 The video will be deleted thirty (30) days after it is uploaded by the Buyer or two (2) days after it is viewed by the Recipient, whichever occurs first.

3. Legal Age

Only individuals aged over 18 may access and use the Gift Video Feature. By accepting these Terms and Conditions, the User declares that they are over 18 and accepts full liability for this statement.

4. Correct use of the Gift Video Feature and use restrictions

4.1. The User agrees to use the Gift Video Feature in accordance with the applicable and current legislation, these Terms and Conditions, good customs and public order. In the same way, the User undertakes not to use the Gift Video Feature for purposes or effects that are illegal or contrary to the content of these Terms and Conditions, harmful to the interests or rights of third parties or that may in any way damage, disable, make inaccessible or deteriorate the Gift Video Feature or the Application, its contents or its services or prevent the normal use other users make of it.

4.2 The Gift Video Feature enables Users to provide videos using the relevant section of the Application. The User guarantees 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(s) in question; (ii) they do not show or reproduce the image of minors, except in the event that the father, mother, guardian or legal representative of the minor has provided their consent; (iii) the contents do not violate the rights (including, but not limited to, intellectual property rights, industrial property rights, the right to one's own image or personal privacy or any other rights) or interests of third parties, or any applicable standard or regulation (international, Spanish or any other); (iv) the contents do 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.

4.3 The User also expressly undertakes to not destroy, alter, render useless or in any other way damage the data, programs or electronic documents found in the Gift Video Feature or in the Application.

4.4 The User will be liable to ZARA and/or affected third parties, in the event of breach of the conditions and guarantees set forth above.

5. Guarantee and Liability Limitations

5.1 The User expressly accepts that they use the Gift Video Feature at their own risk.

5.2 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 Application. 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. As soon as ZARA is made aware that it may store data such as the aforementioned, it undertakes to act with due diligence to remove the data or make it impossible to access it.

5.3 The User acknowledges and accepts that the videos that may be provided using the Gift Video Feature could be hosted on the mobile devices of other Users, and they may use such content on their device. The User acknowledges that ZARA is not connected to this process in any way and will hold it harmless for any claim the User or any third party may file as a result.

5.4. ZARA undertakes to take every effort to guarantee the quality of the Gift Video Feature and to avoid any error in its content or operation. In any case, ZARA shall be exempt from any liability arising from possible errors in the content shown on the Gift Video Feature, as well as for any anomaly in its operation that is beyond its will.

5.5 ZARA reserves the right to suspend the Gift Video Feature for technical repairs and equipment maintenance, as well as to improve the App itself.

5.6 ZARA reserves the right to block and/or expel Users who use the Gift Video Feature incorrectly. Failure to comply with the provisions of these Terms and Conditions or with any other applicable regulation will empower ZARA to implement any remedial and/or punitive measures it deems appropriate, in compliance with the applicable legal or conventional provisions.

5.7 ZARA is exempt from any liability in the event of the malfunctioning of electronic communication networks that prevent the normal development of the Gift Video Feature for causes not attributable to ZARA, and particularly external acts of bad faith.

5.8 Nor shall ZARA be liable for data transfer problems or losses not attributable to ZARA.

5.9 In any event, Users are guaranteed all rights granted by current Law.

5.10 ZARA does not check, review or moderate the content that is generated, stored and/or sent using the Application and the Gift Video Feature.

6. Intellectual and industrial property

The videos created using the Application and the Gift Video Feature will be stored on ZARA's or third parties' equipment in order to enable their operation. Such videos will be deleted a month after they are recorded or two (2) days after the Recipients see them, whichever occurs first. Thus, the person who records the video grants the necessary licenses for its reproduction and storage worldwide under the terms and with the extension provided herein.

7. Connection with the "Terms and Conditions of use and purchase at www.zara.com"

The "Terms and Conditions of use and purchase at www.zara.com" will govern in everything that has not been expressly regulated by these Terms and Conditions and that is applicable to the Gift Video Feature.

8. Applicable law and jurisdiction

All questions that arise between ZARA and the User related to the interpretation, adherence to and validity of the Terms and Conditions, shall be governed by these clauses and, for what is not foreseen in these clauses, in accordance with Spanish legislation; the Parties expressly submit to the jurisdiction of the courts corresponding to the User's address.