

## ZARA TERMS & CONDITIONS

### 1. INTRODUCTION

Welcome to the ZARA.COM website and co-branded versions of the website located at URLs that resolve to the domain name ZARA.COM (the "Website" or "Site"). As you have no doubt experienced with virtually all websites, your use of this Site, as well as the use of any ZARA-branded mobile application on your smartphone or handheld device ("Mobile App"), is subject to certain terms and conditions of use (collectively "Terms") set forth below. These Terms are important for both you and us as they create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING AND/OR PLACING AN ORDER FROM THIS WEBSITE OR THE MOBILE APP. THEY MAY SEEM TECHNICAL AND LEGALISTIC, BUT THEY ARE IMPORTANT. BY USING THIS SITE, OUR MOBILE APP, AND/OR PLACING AN ORDER FROM THIS SITE OR THE MOBILE APP, YOU ACCEPT THESE TERMS, THE ZARA GIFT CARD GENERAL TERMS AND CONDITIONS ("GIFT CARD TERMS"), AND OUR PRIVACY POLICY WITHOUT ANY RESERVATIONS OR QUALIFICATIONS, AND YOU AGREE TO BE BOUND BY THESE TERMS, THE GIFT CARD TERMS, AND OUR PRIVACY POLICY. THIS INCLUDES, WITHOUT LIMITATION, ACCEPTING THE TERMS RELATING TO BINDING ARBITRATION, 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.

These Terms constitute an agreement between you (hereinafter, "you" or "your") on the one hand, and ZARA USA, Inc., a New York corporation with its principal address at 500 5th Avenue, Suite 400, New York, NY 10110 (hereinafter collectively, "us," "our," "we," "ZARA," or the "Vendor") on the other hand, in relation to your use of the Website or Mobile App, the goods/services offered and sold through this Website or the Mobile App, and any orders you place through the Website or Mobile App (collectively, the "ZARA Services"). Before you place an order, please carefully read these Terms, the Gift Card Terms and our Privacy Policy.

If you have any questions about the Terms, the Gift Card Terms, or the Privacy Policy, you may contact us via the contact information provided on our "Contact Us" webpage on the Site.

### 2. DISPUTES

You agree that any controversy or claim arising out of or relating to the Terms, the Gift Card Terms, the Site, the Mobile App, the Privacy Policy, and/or the ZARA Services shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you in your hometown area), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures.

Alternatively, you may assert your claims in small claims court in accordance with the terms of these Terms if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If you initiate arbitration against ZARA, you will not be responsible for professional fees for the arbitrator's services or any other JAMS fees. If ZARA initiates arbitration against you, ZARA will pay for the arbitrator's services and any other JAMS fees associated with the arbitration. In the event that the claimant is able to demonstrate that the costs of arbitration will be cost-prohibitive or greater than the costs of litigation, ZARA will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive or more expensive than the cost of litigation. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than the condition that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor ZARA shall be entitled to arbitrate their dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT USE THE SITE OR MOBILE APP, ANY OF THE SERVICES PROVIDED ON THE SITE OR MOBILE APP, OR PLACE AN ORDER FROM THE SITE OR MOBILE APP IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. YOU FURTHER AGREE THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE, THE MOBILE APP, THE PRIVACY POLICY, THE GIFT CARD TERMS, AND/OR THESE TERMS WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

Any disputes arising out of or relating to these Terms, the Gift Card Terms, the Privacy Policy, the Site, the Mobile App, and/or the ZARA Services shall be resolved in accordance with the laws of state of New York, without regard to its conflict of law rules. Any disputes, actions or proceedings relating to these Terms or your access to or use of the Site or the Mobile App not subject to the arbitration provisions set forth herein must be brought in the Federal or state courts located in the state of New York and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

### **3. USE OF OUR WEBSITE AND/OR MOBILE APP**

You agree that:

1. You may only use the Website and/or Mobile App to make legitimate inquiries or orders.
2. You will not 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. You also agree to provide correct and accurate email, 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 Privacy Policy for more information on how we use your personal information).
4. If you do not give us all of the information that we need, we may not be able to complete your order.
5. You will not attempt to interfere or interfere in any way with the Site's network, the Mobile App's network, or our networks, or related network security, or attempt to use the Site's or Mobile App's service to gain unauthorized access to any other computer system.
6. You will not use the Site or Mobile App to communicate, transmit, or post material that infringes on the intellectual property, privacy or publicity right of another person or entity.
7. You will not use the Site or Mobile App to engage in conduct that would constitute a civil or criminal offense, or that otherwise violates any city, state, national or international law or regulation.
8. By placing an order through the Website or Mobile App, you represent and warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

#### **4. SERVICE AVAILABILITY**

Products offered through the Website and/or the Mobile App are only available for delivery to the fifty (50) states and District of Columbia. At this time we are unable to deliver to hotels, APO addresses, Puerto Rico, and US territories, as well as freight companies.

#### **5. HOW PURCHASE CONTRACTS ARE FORMED**

No contract ("Contract") in respect of the purchase of a product offered on the Site or Mobile App shall exist between you and us until your order has been accepted by us and we send you the Shipment Confirmation (defined below). If we do not accept your order and funds have already been deducted from your account, the funds will be fully refunded.

To place an order, you will be required to follow the shopping process online and press the "Authorize Payment" button to submit the order. After this, you will receive an email from us acknowledging that we have received your order (the "Order Confirmation"). Your order constitutes your offer to us to buy one or more products from us for personal use and not for resale purposes. We reserve the right to limit, cancel or prohibit orders that, in our judgment, appear to be placed in violation of this policy. We further reserve the right to cease doing business with customers who violate this policy. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the product has been dispatched or, if you selected the Pick-up In Store option (where available), by sending you an email and/or text message (if you so authorize at the time of purchase) that the product is available for in-store pickup at the store you designated during the checkout process (collectively, the "Shipment Confirmation"). We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation. Notwithstanding the foregoing, your card or other method of payment will not be charged until your order is accepted and shipped. However, it may show a pre-authorization of the funds immediately upon placing the Order.

You acknowledge and agree that we do not make any warranty or guarantee regarding when product(s) will be available for pickup through the Pick-up In Store option.

For all purchases made through the Site or the Mobile App, you acknowledge and agree that your purchase receipt will be provided electronically only; paper copies of receipts will not be provided.

## **6. AVAILABILITY OF PRODUCTS**

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

If you have chosen the Pick-up In Store option, we reserve the right to subsequently notify you that the product(s) you have ordered are not available for the Pick-up In Store option; in such a case, you will be required to elect an alternate delivery method.

## **7. REFUSAL OF ORDER**

We reserve the right to withdraw any product from the Website or Mobile App at any time and/or remove or edit any materials or content on the Website or Mobile App. While we will make reasonable efforts to process all orders, there may be exceptional circumstances that may require us to refuse to process an order after we have sent you an Order Confirmation; and we reserve the right to refuse to process an order at any time, at our sole discretion.

We will not be liable to you or any other third party by reason of our withdrawing any product from the Website or Mobile App, whether it has been sold or not, removing or editing any materials or contents on the Website or Mobile App or for refusing to process or accept an order after we have sent you the Order Confirmation.

## **8. CANCELLATIONS**

You may cancel an Order for certain products if the Order is still being processed (and has not gone to the warehouse) to receive a refund to your original form of payment of the price paid. Otherwise, you must return the product(s) in accordance with our Returns policy. The following products in an Order may not be cancelled:

Monogrammed and/or Personalized products.

Returns and refunds of Gift Cards shall be governed by the Gift Card Terms, which may be found at: Gift Card Conditions.

## **9. DELIVERY**

Subject to the provisions of Clause 6 above, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no estimated delivery date is specified, within 15 business days of the date of the Shipment Confirmation. Delivery to Alaska and Hawaii may take up to 20 business days of the Shipment Confirmation.

Reasons for delay could include:

1. Customization of products;
2. Specialized products;
3. Unforeseen circumstances; or
4. Delivery area.

For signature required deliveries (which is generally determined by the carrier), we will after the initial delivery, make two (2) additional attempts to deliver your parcel before initiating a return. For the purpose of these Terms, the "delivery" shall be deemed to have occurred or the goods shall be deemed to "have been delivered" upon receipt of the product(s) at the designated delivery address at the designated delivery address, or upon in-store pickup, as applicable. However, e-/virtual gift cards shall be deemed to "have been delivered" in accordance with the Gift Card Terms pertaining to gift cards which may be found at: Gift Card Conditions and, in any case, on the date of delivery of such e/virtual gift card to the email address indicated by you on the order form. For all other packages, we will try to find a safe secure place to leave your parcel as determined by the carrier delivering the package. In the event of a repeated issue with any particular address provided for you, we reserve the right to request an alternate address in order to fulfill your next Order.

IF YOU CHOOSE THE PICK-UP IN STORE OPTION, YOU WILL BE REQUIRED TO SHOW A GOVERNMENT ISSUED IDENTIFICATION. In order to pick up orders placed through the Pick-up In Store option, you (or a third party designated by you) must provide the order number found on the electronic purchase receipt, together with the purchaser's name and one form of government issued identification. If someone other than you picks up your order, we will record their name for confirming delivery purposes. You acknowledge and agree that the Pick-up In Store option is only available at participating locations, which locations are subject to change without notice. You further agree that the Website's or Mobile App's ordering functionality is intended for off-site use only and is not for use for placing an order from within a ZARA store.

## **10. UNABLE TO DELIVER**

Please note that an Order may be delivered to a neighbor, in case a delivery attempt is unsuccessful. Delivery to a neighbor address is upon judgment of the driver. Signature required orders which cannot be delivered will be returned to warehouse as stated above. The carrier will generally determine if the parcel can be left in a secure place at your delivery address. Your package may be returned to us if there is no safe place to leave the package at the point of delivery. For lost or missing packages, we will provide you with the information of the carrier and tracking number associated with your order so that you may contact them directly to track your package. Please note that we are not responsible for lost packages sent to mail forwarding providers.

This clause does not apply to e/virtual gift cards, whose delivery shall be governed by the Gift Card Terms pertaining to gifts cards which may be found at: Gift Card Conditions and the gift card conditions provided in clause 9 above.

## **11. RISK AND TITLE**

The product(s) will be at your risk from the time of delivery. Ownership of the product(s) will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges, or upon delivery (as defined in Clause 9 above), whichever event occurs later in time.

## **12. PRICE AND PAYMENT**

The price of the products shall be the one quoted from time to time on our Website or Mobile App,

except where there is an error. While we take care to ensure that all prices quoted on our Website or Mobile App are accurate, errors may occur. If we discover an error in the price of any product(s) 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 product(s) you will receive a full refund.

We are under no obligation to sell the product(s) to you at the incorrect (lower) price (even after we have sent you a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as such. All prices are exclusive of shipping charges and sales tax (if applicable). The total cost of the order is the price of the product(s) ordered plus the delivery charge and sales tax (if applicable). Prices may change at any time.

Sales tax is charged (if applicable) according to the shipping address of your order as required by applicable law.

Once you have finished shopping on the Website, all the products you wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment.

Payment for orders will be made to ZARA USA, Inc. The amount of the purchase will not be charged to your original payment method until your order has been shipped to the delivery address. By clicking on the "Finalize Order" button, you are confirming that the chosen method of payment is yours or that you are the owner of the gift card or of the merchandise credit card. Cards are subject to validation checks and authorization by your card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery.

If payment is made via PayPal, Apple Pay, gift card or merchandise credit card issued by Zara USA Inc., the amount will be charged upon confirmation of your order.

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 may be available at certain Zara stores in the United States, 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 the order. Please note that a binding order is placed at the time that you press the relevant "authorize" or "finalize order" button on the device screen, at that point you are then bound to pay for your order once it has been placed.

Payment may be made by Visa, MasterCard, American Express card and any other card accepted at the store. Any legally permissible validation of checks and authorization of your card will apply. You may also be given the option to pay for your order at the till in which case, your payment can be made by and any of the means of payment available in that store.

Orders paid for at the till using in-store devices are subject to the return policy set forth below in section 13 (c).

### **13. RETURNS AND EXCHANGE POLICY**

#### **(a) Online Purchases:**

Subject to the conditions set forth below, Zara will gladly accept returns or exchanges of new, unworn, unwashed, and unaltered merchandise with all internal garment tags intact with your original receipt within thirty (30) days of the date of the Shipment Confirmation e-mail, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation. Refunds are made in the form of original payment. If the original form of payment is not available, please contact Customer Service. For purchases using a gift card only, refund will be made in the form of a merchandise credit.

If you wish to make a return for an online purchase, you may do so: (1) in person at any ZARA store in the United States (excluding Puerto Rico) that contains the product section to which the product you want to return belongs, (2) drop off location of the courier shown on our prepaid return label, (3) or by giving the products to the Courier arranged by us within thirty (30) days of the date of the Shipment Confirmation, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation e-mail. None of these return options will involve any additional cost to you. You should send the product in the same package received by following the directions contained in the section regarding "RETURNS" within the Buying Guide posted to our Website. However, you will be responsible for the cost of returning the product to us if you do not utilize one of the three (3) free return options offered by us. We are not responsible for lost packages for using other methods of returns. We are also not responsible for non-Zara merchandise included in any returns. If you have any doubts you can contact us through our "Contact Us" webpage or at the telephone number 1-855 635 9272.

If you wish to exchange a product, provided you have the receipt, you may do so in person, at any ZARA store in the United States (excluding Puerto Rico) that has the product section to which the product you want to exchange belongs within thirty (30) days of the date of the Shipment Confirmation, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation. You may also request an exchange online if you made the purchase as a Registered User. You will have fourteen (14) days from the date you request the exchange to return the original item(s). If you do not return the original item within fourteen (14) days, a charge will be applied for the amount of the original ordered item to the original method of payment. Exchanges of online purchases using PayPal or Apple Pay are not available at this time.

Terms and Conditions for Gift cards and store credits are available at Zara stores and [www.zara.com/us](http://www.zara.com/us). Store or merchandise credits may not be converted to cash at any point, except as required by applicable law. For further information on returns and exchanges for online purchases please visit [www.zara.com/us](http://www.zara.com/us).

Please allow 1-2 billing cycles for the refund to appear on your bank statement (due to different banking institution policies). Merchandise (including Gift Cards and merchandise credit cards) purchased in Puerto Rico or outside of the US are not returnable or exchangeable in the US. Price adjustments will not be honored for any marked-down merchandise. Undergarments & swimwear are returnable or exchangeable, as long as they remain in the original packaging and the hygiene sticker remains attached. Accessories and perfumes must be in their original condition and original packaging. Subject to applicable law, on sale merchandise is sold "as-is".

Zara reserves the right to refuse returns of any merchandise that does not meet the above return requirements in Zara's sole discretion.

For any questions or more information go to our Buying Guide at [www.zara.com/us](http://www.zara.com/us). This policy is in addition to and does not affect consumers' rights under any applicable law.

Please include with the product being returned all original boxes, instructions, documents, and wrappings. After reviewing the product, we will let you know whether or not you have a right to a refund based on our Return and Exchange policy conditions. We will process your refund as soon as possible and in any case; within thirty (30) days of the date the returned goods have been received by us. We will refund any money received from you using the same method used to make payment if the card is available. If not, subject to any legal requirements, we will issue you merchandise credit or check as dictated by the circumstances as concluded by the company. Merchandise credits do not expire.

Monogrammed or customized products are not returnable or exchangeable.

Return of gift cards or purchases shall be governed by the Gift Card Terms pertaining to gift cards which may be found at: [Gift Card Conditions](#).

(b) In-Store Purchases:

Subject to the conditions set forth below, Zara will gladly accept returns or exchanges of new, unworn, unwashed, and unaltered merchandise with all internal garment tags intact with your original receipt within thirty (30) days of the original purchase date. Refunds are made in the form of original payment. If the original form of payment is not available or for purchases with a gift card only, a customer making a return within thirty (30) days of purchase will be provided with a merchandise credit. In-store purchases returned after thirty (30) days of In Season merchandise with original receipt shall be refunded in the form of a merchandise credit, valid at Zara retail stores in the US (excl. Puerto Rico) only. We do not accept returns without a receipt, however, as gesture of good will, we will allow an even exchange (of the same item) for a different size or color, if available for sale, at the store only. A written copy of this policy is available upon request.

For purchases by credit or debit cards, please allow 1-2 billing cycles for the refund to appear on your statement (due to different banking institution policies). Merchandise (including Gift Cards and merchandise credit cards) purchased in Puerto Rico or outside of the US are not returnable or exchangeable in the US. Price adjustments will not be honored for any marked-down merchandise. Undergarments & swimwear are returnable or exchangeable, as long as they remain in the original packaging and the hygiene sticker remains attached. Accessories and perfumes must be in their original condition and original packaging. Subject to applicable law, on sale merchandise is sold "as-is".

Terms and Conditions for Gift cards and store credits are available at Zara stores and [www.zara.com/us](http://www.zara.com/us). Store credits may not be converted to cash at any point, except as required by applicable law. PayPal and Apple Pay orders are not exchangeable online. For further information on returns and exchanges for online purchases please visit [www.zara.com/us](http://www.zara.com/us).

Zara reserves the right to refuse returns of any merchandise that does not meet the above return requirements in Zara's sole discretion.

For any questions or more information go to our Buying Guide at [www.zara.com/us](http://www.zara.com/us). This policy is in addition to and does not affect consumers' rights under any applicable law.

(c) Returns of Product Ordered through Electronic Devices in Store, paid for at the Till:

Please note that orders that were originally placed through an electronic device in a Zara store in the



US and that were paid for at the till of that store, may only be returned or exchanged at a Zara store in the US. They are not returnable or exchangeable by mail or any other method otherwise available.

### **Returns of defective products**

In circumstances where you consider that the product does not conform to your order, you should promptly contact us by telephone at 1-855 635 9272 or via chat with details of the product and a description of the defect.

You may return the product to us in person at any ZARA store in the United States that contains the product section to which the product you want to return belongs, via the drop off location of the courier shown on our pre-paid return label, or by giving the products to the Courier arranged by us. Upon receipt of the returned product, we will fully examine it and notify you of your right to a replacement or refund (if any) via email within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within thirty (30) days of the date we confirmed to you via email that you are entitled to a refund or replacement for the non-conforming product.

If any defect exists, defective products will be refunded in full, including a refund of the delivery charges (if any) and any reasonable costs incurred by you in returning the product. We will always refund any money to the original method of payment used to make payment provided the same is available. If not we will issue a merchandise credit.

### **Pre Order Items**

Pre-Ordered (also sometimes referred to “Pre-Sale” items) may be subject to longer delivery times, which will be shown on the website but, within thirty (30) days from the date of the Order Confirmation, subject to force majeure.

Orders containing regular products with Pre-Order Items ("Mixed Orders"), may be delivered separately and in different periods. Once the Pre-Ordered products have been prepared, we will contact you to inform you that they are being shipped ("Shipping Confirmation").

For Mixed Orders, the cancellation period will expire 14 calendar days from the day the last item in your Order is delivered to you or your designated recipient. If you make a purchase of a Pre-Ordered product, these conditions will also apply. The foregoing is without prejudice to the Return Policy.

## **14. LIABILITY AND DISCLAIMERS**

We publish information on the Site and Mobile App as a convenience to you. While we attempt to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. We reserve the right to make corrections and changes to the Site or Mobile App at any time without notice. The products described in the Site or Mobile App may not be available in your region. We do not claim that the information in the Site or Mobile App is appropriate to your jurisdiction or that the products described in the Site or Mobile App will be available for purchase in all jurisdictions.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SITE OR MOBILE APP, WHICH IS PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA THE SITE OR MOBILE APP,

INCLUDING WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, FUNCTIONS AND SERVICES PROVIDED ON THE SITE OR MOBILE APP, WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR MOBILE APP, OR THEIR FUNCTIONS OR CONTENT AND MATERIALS OR THE SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE OR MOBILE APP WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE OR MOBILE APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE OR MOBILE APP, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE OR MOBILE APP. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR MOBILE APP IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

We make no warranties of any kind regarding any non-ZARA sites or mobile apps to which you may be directed or hyperlinked from the Site or Mobile App. Hyperlinks are included solely for your convenience, and we make no representations or warranties with regard to the accuracy, availability, suitability or safety of information provided in such non-ZARA sites or mobile apps. We do not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on the Site or Mobile App.

IN NO EVENT SHALL ZARA, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) (COLLECTIVELY, "DAMAGES") ARISING FROM OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, OR THE PERFORMANCE OF THE SITE OR MOBILE APP, OR THE CONTENT AND MATERIALS OR FUNCTIONALITY ON OR ACCESSED THROUGH THE SITE OR MOBILE APP, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS, OR LOST BUSINESS, DATA OR SALES OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE IN NATURE, EVEN IF ZARA OR ITS REPRESENTATIVE OR SUCH INDIVIDUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THIS LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; AS A RESULT, THE LIMITATIONS OR EXCLUSIONS OF LIABILITY CONTAINED HEREIN MAY NOT APPLY TO YOU IN WHOLE OR IN PART AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF ZARA'S NEGLIGENT, FRAUDULENT, OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE

MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCURES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED.

You will indemnify and hold harmless ZARA, its parent, subsidiaries, affiliates, officers and directors from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees), incurred by ZARA and such parties, and shall defend ZARA and such parties against any and all claims arising out of (1) your use of the website or breach of these Terms and Conditions; (2) fraud you commit, or your intentional misconduct or gross negligence; and (3) your violation of any applicable U.S. or foreign law or the rights of a third party. ZARA will control the defense of any claim to which indemnity may apply, and in any event, you shall not settle any claim without the approval of ZARA.

Due to the open nature of the Website and/or Mobile App, 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 the Website or Mobile App unless otherwise expressly set out on the Website or Mobile App.

## **15. INTELLECTUAL PROPERTY**

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## **16. COPYRIGHT AND/OR TRADEMARK INFRINGEMENT**

If you believe a work on the Site or Mobile App constitutes infringement of your copyright, trademark or other intellectual property rights please provide our Designated Agent with a written communication containing the following information:

1. evidence of your authorization to act on behalf of the owner of the copyrighted work or trademark;
2. a description of the copyrighted work or trademark that you claim has been infringed;
3. description of where the alleged infringing material is located on the Site or Mobile App, including the permalink where the material is located;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or trademark owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or trademark owner or authorized to act on the owner's behalf; and
7. your physical or electronic signature.

ZARA's Designated Agent for notice of claims of copyright infringement and trademark infringement can be reached at [zara.ustermis@inditex.com](mailto:zara.ustermis@inditex.com)

## **17. INDEMNITY**

You agree to indemnify and hold ZARA, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your (including your dependents' or agents') violation of these Terms or the posting or transmission of any materials on or through the Site or Mobile App by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

## **18. WRITTEN COMMUNICATIONS**

When using our Site or Mobile App, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website or

Mobile App, push notifications or messages. 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.

## **19. REGISTRATION, PASSWORDS, AND SECURITY**

To access some of our services you will have to complete an online registration form. You agree that all information which you submit ("Registration Information") is true and complete and that you will update your Registration Information to keep this information true and complete.

Upon registering, you will create a password. You are solely responsible for any use of or action taken under your password on the Site or Mobile App. Your password may be used only to review information regarding potential and completed transactions, purchase or cancel purchases of products, change your preferences, post content and otherwise access and use the Site, the Mobile App, and services on the Site or Mobile App in accordance with these Terms. You are solely responsible for maintaining the confidentiality and security of your password, and you hereby agree not to disclose your password to any third party (other than third parties authorized by you to use your account). You accept full responsibility for all transactions and other activities placed or conducted through your account and agree to and hereby release ZARA from any and all liability concerning such transactions or activity. You agree to notify ZARA immediately of any actual or suspected loss, theft or unauthorized use of your account or password. ZARA has no obligation to inquire as to the authority or propriety of any use of or action taken under your password and will not be responsible for any loss to you arising from any such use or action or from your failure to comply with the above. ZARA will take reasonable security precautions when using the Internet, telephone or other means to transport data or other communications, but expressly disclaims any and all liability for the accessing of any such data or communications by unauthorized persons or entities.

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2. post any material that reveals a trade secret, unless you own the trade secret or have the owner's permission to post it;
3. post any material that infringes on any intellectual property right of another or on the privacy or publicity rights of another;
4. post any material that is unlawful, obscene, pornographic, sexual, indecent, defamatory, threatening, harassing, abusive or hateful to another user or to any other person or entity;
5. post any chain letter or pyramid scheme; or
6. post any material that contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

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We are pleased to hear from our visitors and welcome your comments. Because of the large number of ideas and works that ZARA has already developed, or that have been suggested to us by third parties, the possibility exists that any idea, suggestion or submission that you may make through the Site or Mobile App is similar to information, ideas or suggestions already known to us. By disclosing any information, idea, suggestion or other material through the Site or Mobile App, you agree that (a) no confidential relationship is established by virtue of such submission and that the material is not submitted in confidence and (b) no obligation of any kind is assumed by, nor may be implied against, ZARA by virtue of such submission. Moreover, no liability shall result from the use of such information, ideas or suggestions by ZARA.

## **21. NOTICES**

All notices given by you to us should be given to us preferably via the avenues of contact provided on our "Contact Us" webpage. Subject to and as otherwise specified in Clause 18 above, we may give notice to you via either the email, message, push notification (if consent has been provided) 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 or Mobile App, 24 hours after an email is sent, or three days after the date of posting of any letter mailed. 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 email that such email was sent to the specified email address of the addressee.

## **22. BINDING NATURE; ASSIGNMENT**

These Terms, the Gift Card Terms, and our Privacy Policy are binding on you and us and on our respective heirs, successors and assigns. You may not transfer, assign, charge or otherwise dispose of these Terms, the Gift Card Terms, or our Privacy Policy, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, the Gift Card Terms, and our Privacy Policy, or any of our rights or obligations arising under them, at any time.

## **23. 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 an order you have placed that is caused by events outside our control (a "Force Majeure Event"). A Force Majeure Event shall include any act, event, non- happening, omission or accident beyond our reasonable control and shall include 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 order you have placed is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## **24. WAIVER**

No failure of ZARA to enforce any of its rights or remedies under these Terms or the Gift Card Terms will act as a waiver of such rights and remedies. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms or Gift Card Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance

with the provisions of the clause on Notices (Clause 21) above.

## **25. SEVERABILITY**

If any of these Terms or any provisions of an order 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.

## **26. ENTIRE AGREEMENT**

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of these Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and us acknowledge that, in entering into these Terms, neither you nor us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Terms, except as expressly stated in these Terms.

## **27. OUR RIGHT TO MODIFY THESE TERMS**

We have the right to revise and amend these Terms at any time. Your use of the Site or Mobile App after we post changes to these Terms constitutes your agreement to those changes prospectively from the date of such changes. You will be subject to the Terms and ZARA policies in force at the time that you order products from us.

## **28. ADDITIONAL TERMS FOR USERS OF THE MOBILE APP PLATFORM**

**Users of the Apple Mobile App Platform.** If you download and/or use our Site and/or apps using an iPhone or iPad: You, the end-user of Mobile App, acknowledge that these Terms are entered into by and between ZARA and you and not with Apple, Inc., and Apple, Inc. is not responsible for the Mobile App and/or its content. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of these Terms and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce these Terms. You acknowledge that Apple, Inc. has no obligation whatsoever to maintain or support the Mobile App. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). These Terms incorporate by reference the Licensed Platform End User License Agreement (the “LAEULA”) published by Apple, Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of these Terms, the Mobile App is considered the “Licensed Platform” as defined in the LAEULA and ZARA is considered the “Platform Provider” as defined in the LAEULA. If any terms of these Terms conflict with the terms of the LAEULA, the terms of these Terms shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Mobile App (including, without limitation, a third party claim that the Mobile App infringes that third party’s intellectual property rights) or your use or possession of the Mobile App, including but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You acknowledge and agree that, to the maximum extent permitted by applicable law, Apple, Inc. will have no warranty obligation whatsoever with respect to the Mobile App.

**Mobile App Platform Updates.** We may make available for download certain Mobile App updates or



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Uses of the Mobile App expressly consent to receive push notifications from and on behalf of ZARA.

## **29. MISCELLANEOUS**

You acknowledge and agree that your use of the Site and/or Mobile App may involve you providing an “electronic signature” indicating your desire to use the Site and/or Mobile App. Your “electronic signature” indicates your acceptance of these Terms, and your consent to receive communications about these Terms electronically. If you wish to receive communications in another manner, you may contact ZARA at “Contact US” [www.zara.com](http://www.zara.com) to change your communication preferences. You may not use or otherwise export or re-export the Mobile App except as authorized by United States law and the laws of the jurisdiction in which the Mobile App was obtained. In particular, but without limitation, the Mobile App may not be exported or re-exported (a) into any U.S. embargoed countries, or that has been designated by the U.S. Government as a “terrorist supporting country” or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Mobile App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Mobile App for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

NOTICE FOR CALIFORNIA RESIDENTS. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the services provided on the Site and/or Mobile App, please contact us at 1-855-635-9272. You may also contact us by writing to Zara USA, Inc. 500 Fifth Avenue, New York, New York 10110. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA

95834, or by telephone at (916) 445-1254 or (800) 952-5210.

### **30. QUESTIONS AND FEEDBACK**

We welcome your questions, comments and feedback. Please send all questions, comments and feedback to us via the contact information provided on our "Contact Us" webpage.

Zara USA, Inc.  
500 Fifth Avenue, Suite 400  
New York, NY 10110

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