

## ZARA ON-LINE TRANSACTION TERMS & CONDITIONS

### 1. INTRODUCTION

These are the terms and conditions governing the use of this website and the sales agreement between us and you (hereinafter, "**the T&C**"). The T&C sets out the rights and obligations of all users (hereinafter, "You" / "you"/"your") and those of **ITX E-commerce (Shanghai) Co., Ltd.** (hereinafter, "us"/"our"/"We") in relation to the goods and/or services (hereinafter, "**Products**") offered by us through this website or any of the other websites to which we may link. Before you click on the "Authorize Payment" button to make your purchase, please read carefully the T&C and our Privacy Policy.

If you have any questions about the T&C or the Privacy Policy, You may reach us through the contact information indicated in the *Contact Us* section on this website. This website is operated by **ITX E-commerce (Shanghai) Co., Ltd.** with its registered office at Unit 01, 29F, Building 1, No.399 Kaixuan Road, Changning District, Shanghai.

### 2. USE OF THE WEBSITE

Unless we otherwise expressly agreed in writing, the T&C shall be deemed as the only valid Sales Contract ("**Contract**") between you and us regarding your purchase of product. The T&C is essentially important to both you and us because it is legally binding and protecting your rights as a valued customer and our rights as a business. **Therefore, you hereby confirm, before your purchase of product, you have carefully read the T&C and unconditionally accepted the T&C. Your purchase of product through this website will be deemed as your unconditional consent to be bound by the T&C and Privacy Policy. If you do not agree with all the terms in the T&C and Privacy Policy, please do not purchase any Product through this website.**

You agree that:

- You shall legally use the website to make enquiries or purchase.
- You will not make any speculative, false or fraudulent order. If we can reasonably believe that such an order has been made, we are entitled to cancel the order and inform relevant authorities.
- You undertake to provide correct and accurate e-mail, postal and/or other contact details to us and agree to be contacted through such contact information (see our Privacy Policy).
- If you fail to give us all of the information needed, we might not be able to complete your order.

You warrant that you have reached the legal age under Chinese law to enter into a valid contract, and you are fully responsible for the authenticity of all information contained in your order. **You hereby specifically confirm, before your purchase of any Product through the website, we have provided you with and draw your attention to in a conspicuous manner, and you have carefully read and fully understood, the relevant information of the Products you purchased, including but not limited to the quantity, quality, price, expense, performing period and method, safety caution and risk warning, return and exchange policy, after-sales service, and civil liabilities.**

### 3. SERVICE SCOPE

The products we offer on this website are only available in mainland China (hereinafter, "**Mainland China**").

### 4. CONTRACT ESTABLISHMENT

If you intend to make a purchase, you shall follow the shopping process online and press the "Authorize Payment" button to submit the order. After submitting your order successfully, a contract ("Contract") of the sale and purchase of the Products between you and us is established. However, you should make the payment within our required period, otherwise your order will be automatically cancelled. After you make payment successfully, you will receive an e-mail from us acknowledging that we have received your order (the "Acknowledgement of Order"). After your order is dispatched, you will receive our email that confirms the dispatch of the Products (the "Shipment Confirmation") and an e-ticket of your order will be included in our email.

## 5. STOCK

Whether we are able to perform your order is subject to our stock. If the Product you choose is temporarily not available in our stock, we will suggest you to buy other Products with similar or higher quality and value. If you don't want to buy the Products we recommended, we will refund you if you have paid any amount for such unavailable Products.

## 6. ORDER REJECTION

**Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances that we have to reject your order after we have sent you an Acknowledgement of Receipt. In such exceptional circumstances, we reserve the right to reject any order at any time and at our sole discretion.**

**We reserve the right to withdraw any product from this website, whether it has been sold or not, remove or edit any materials or contents on this website. We shall not be liable for you or any third party for our deleting, editing any materials or contents on this website, nor shall we be liable for rejecting processing or performing orders.**

## 7. RETURN AND EXCHANGE POLICY

You may return the Products at any time within thirty (30) days upon your receipt of Shipment Confirmation email (or within seven (7) days from the next day immediately following your receipt of the Products if you fail to receive the Products within 23 days after your receipt of Shipment Confirmation email), under the condition that your returned Products comply with our Return Policy.

**Return Policy.** We will accept your application of return under the following conditions:

- (1) Products returned shall be in good conditions, i.e. the Products you returned shall be able to maintain its original quality and function; and the Products itself, together with its accessories, tags and logos are intact and will not affect its second sale;
- (2) If you no longer have the original packaging, you can return your order using any other packaging, as long as it is sealed correctly to avoid losing the item(s);
- (3) **The following products shall be subject to the special return conditions:**
  - **Swimwear: must include the hygiene sticker;**
  - **Underwear and other personal products: may not be exchanged or returned, except for tops, bodysuits and vests of 0-36 months' babies' kept in their original packaging;**
  - **Accessories: must be returned with the bag or the original cardboard packaging intact;**
  - **Fragrances: must be returned in the same packaging and in original condition (the disposable sealed packaging shall be unopened) by return method of Clause 8;**
  - **Candles: must be returned in the same packaging and in its full and sealed original condition;**
  - **Watches: must be return in its original with no worn or used by return method of Clause 8;**

- **Cosmetics: must be returned in the same packaging and in original condition (the disposable sealed packaging shall be unopened) by return method of Clause 8;**
  - **Customisable items: cannot be exchanged or returned, as they have been customized;**
  - **Zara Home items must be returned in their sealed original packaging and in its original condition;**
  - **Packs: items forming part of a pack cannot be returned separately;**
  - **Special packaging and additional accessories: items sent with special packaging (fabric bags, special boxes, suit carriers...) or additional accessories must be returned with said packaging or accessories;**
  - **Magazines: cannot be returned;**
  - **Music CDs/DVDs, whose original wrapping has been removed: cannot be returned;**
  - **Socks: cannot be returned;**
  - **Atelier and Ader Error Collections: we encourage you to return the items in their original boxes, which are especially designed to maintain product quality;**
- (4) Documents, wrappings, instructions, boxes (if any) go with the Products returned shall be return without damage and in original status, especially, the plastic films on the dial and case back of the watches have not been uncovered, and the plastic on the crown of the watches has not been removed;
- (5) Unless otherwise indicated, gifts, coupons, vouchers and discount etc. shall be returned together with the Products.

Please exercise reasonable care while you are in possession of the Products. If your use of the Products has exceeds the needs for inspection and confirmation of its quality and function, which caused the value of the Products are depreciated, for instance, the trademark logos have been removed or cut, the Products are dirty or damaged, we will reject your return.

**Due to technical restrictions, our website cannot provide you exchange service. If you have to exchange, please return your Product and buy another one. If you disagree such arrangement, please do not purchase any Product through this website.**

## 8. RETURN PROCEDURE

### **Return Method:**

- (1) You may return in any Zara physical store (“Zara Physical Store”) directly or indirectly invested by Inditex Group in Mainland China, but you have to bear the transportation fee;
- (2) You may return according to the instructions shown in the section of *Return* on this website, and deliver the Products to our designated carrier. Our carrier will collect at your designated location and you shall be charged return delivery cost according to the return policy described on the product detail page or Help page when using home return service. Each your return request will charge a fixed amount as the return delivery cost. We will directly deduct the return delivery cost from your paid amount for the corresponding returned Products.

Fragrances only applies to the above Return Method (1). Cosmetics and Watches only applies to the above Return Method (2).

For Zara Home items, except for the above return methods, you can also return in any Zara Home physical store (“Zara Home Physical Store”) directly or indirectly invested by Inditex Group in Mainland China, but you have to bear the transportation fee.

We do not encourage you to post the Products back to us. **If you post the Products back by yourself, we will not bear the courier fee. If you choose to pay upon delivery, we are entitled to reject the parcel, or we will deduct RMB 30 from your refund as the courier fee.**

Please note that, if you exercise the legal or contractual right of withdrawal on your order and you are the one who organizes the transport of the returned goods, without that service having been offered by us, we cannot assume the risk on the return package when it refers to causes not attributable to us.

Also, remember that you will be responsible for the contents of the return package when you use any of the return options offered by us.

For returned products that do not meet the return conditions set forth in Article 7 or are not sold by us (hereinafter referred to as "Rejected Goods"), we are entitled to refuse refund and deal with them according to the following procedures:

1) To inform you by phone and email that your return has been rejected, and to confirm with you the return address of the Rejected Goods within 15 working days upon receipt of the Rejected Goods. We will send back the Rejected Goods to you according to the return address confirmed by you, and the courier fee will be borne by us;

2) If you fail to confirm with us the return address of the Rejected Goods within aforesaid 15 working days (including but not limited to the phone went unanswered or the phone was refused to answer or you refused to confirm the return address), we will have the right to choose sending back the Rejected Goods to you according to the shipping address that you have given in this purchase order, and the courier fee will be borne by us;

3) If the Rejected Goods fail to be sent back to you through the above (1) (2) methods, or if the Rejected Goods are not sent back to you successfully (including but not limited to rejected, unsigned, etc.) and are returned to us again, or you send the Rejected Goods to us again upon your receipt of the Rejected Goods, you can still contact us to get the Rejected Goods back within 3 months upon our first receipt of the Rejected Goods, the relevant expenses (including but not limited to transportation, warehouse storage fee, etc.) shall be borne by you. If you do not get the Rejected Goods back within the above three months, it shall be deemed that you have waived all rights in respect of the Rejected Goods. We are entitled to deal with the Rejected Goods on our own disposal from the expiration of the above three months, and we are not obligated to make any relevant compensation to you.

**In any case, nothing in this clause will affect your statutory rights.**

If you have any question, you may contact us by this website or 400 821 6002.

If you choose to return at Zara Physical Store or Zara Home Physical Store, except for the return policy stated herein, you also need to show the e-ticket of your order while deliver your returned Products.

We will inform you whether you are entitled to refund after checking your returned Product. If the returned Products comply with our return policy, we will refund you within statutory period. But the time you receive the refund is subject to the payment method you use and the procedures and policies of relevant bank and financial institutions. Unless you choose payment upon delivery, we will refund you by the method of payment you used while purchase. For payment-upon-delivery orders, we will refund you through bank transfer, so please make sure you fill in the correct bank card information in return process on this website.

## **9. RETURN OF DEFECTIVE PRODUCTS**

In circumstances where you consider that the Product are defective, please contact us promptly with details of the Product and its damages. In addition, you could also contact us by 400 821 6002 to receive return instructions.

In case of existence of any defect, defective products will be refunded in full. We may provide exchange service for the defective Products, but only for the Products with the same size and color, and exchange can be provided only when we have such Products in stock.

## 10. DELIVERY

We will make our best endeavor to deliver the Products before the delivery date indicated in the Shipment Confirmation email (or if no date indicated, within 15 days upon delivery of the Shipment Confirmation email).

The delivery period of the pre-sale Products, cosmetics and fragrances may be longer, which please refer to the notice of the Website. If you buy both the pre-sale Products and other Products at the same time, we may split your orders for delivery, but you will receive a Shipment Confirmation email before each delivery.

Delay of delivery may be caused by:

- Customization of products;
- Specialized items;
- Force Majeure;
- Delivery address is unable or difficult to reach; or
- You provided wrong information (e.g. wrong delivery address).

For whatever reason, if we couldn't deliver the Products on time, we will keep you informed. At that time, you are entitled to choose, either continue waiting for the delivery, or cancel the order and get fully refunded.

If the Products are signed for receipt at the delivery address with proof, our obligation of delivery is deemed as fulfilled.

If you are not available while delivery, please contact us to rearrange delivery for another mutually convenient time and location, provided that the new delivery location is within the same city originally indicated in your order. You can only change the delivery time and location once.

## 11. TRANSFER OF RISK AND OWNERSHIP

The Products will be at your risk from the time when your Products are signed for receipt.

**The ownership of the Products will only be transferred to you after we receive your full payment (including courier fee), and your Products are signed for receipt.**

## 12. PRICE AND PAYMENT

Unless there are obvious mistakes, the price of the Products is subject to that indicated on this website. Although we make our best endeavor to make sure the accuracy of the price, errors may occur. If we found that the Products you ordered are with a wrong price, we will inform you as soon as possible. After being informed, you are entitled to re-confirm the correct price or cancel your order. If we cannot reach you, your order will be deemed as cancelled. Your payment will be fully refunded.

**Even after we send the Shipment Confirmation email, if the price mistake is obvious, cannot be misunderstood, and can be reasonably distinguished, we shall not be liable to sell the Products to you at the wrong (lower) price.**

The price indicated on our website is VAT inclusive and carrier fee excluded. Carrier fee will be calculated into the total amount according to the Carrier Statement.

Prices may be changed at any time but unless there is any price mistake as mentioned above, the price of the Products in your Shipment Confirmation email will not be changed.

Once you finish shopping, all the items you wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. Please do as follows,

- (1) Click the "Shopping bag" button at the top of the page.
- (2) Click the "See shopping bag" button.
- (3) Click the "Process order" button.
- (4) Fill in or confirm your contact details, details of your order, delivery address and the invoicing address.
- (5) Complete the payment checkout procedure using your preferred payment method.

You may complete your payment through Alipay, Wechat Payment or E-bank. Please see the details in our *Buying Guide* section.

**If we didn't receive your payment, we shall not be liable for late-delivery or non-delivery.**

### **13. VALUE-ADDED TAX**

All the sales through this website are subject to value-added tax. The price indicated on our website is VAT inclusive.

As per state tax regulation, during your purchase, you are entitled to get VAT normal invoice. If you request the VAT normal invoice, except for necessary information for issuing the invoice, we will not request you to provide any identification or supporting document. If you have any question regarding invoices, please contact us through 400 821 6002.

### **14. ZARA EDITED**

This website includes a specific section called "ZARA EDITED" where, in accordance with the section's terms and conditions, you can customize certain items by selecting your own texts and characters. You will find more information about this service in the relevant section.

Please bear in mind that, due to technical issues or other matters outside our control, the colors, textures and actual sizes may differ to those shown on screen. Please also be aware that because these are customized garments, they cannot be returned or exchanged.

You guarantee that you are authorized to use the texts and other elements that form part of the customization of the products. Although we reserve the right to refuse your customization or cancel orders for customized products for failure to comply with these conditions, you will be solely responsible for the customization requested. We may refuse your customization, or cancel orders for customized products, if the customization includes or consists of inappropriate content, property belonging to third parties, or other illicit material including but not limited as listed below:

- The name or image of State agencies, personnel of State agencies;
- Harm the dignity or interests of the State and divulge State secrets;
- Hinder social stability and harm public interest;
- Endanger personal and property safety, and infringe upon personal privacy, insult, slander others or damage the interest of others;
- Hinder public order or violate social morality;
- Involve obscenity, pornography, gambling, superstition, terror, violence;
- Involve ethnic, racial, religious, sexual discrimination and incitement of national hatred;
- Fall under any other circumstances stipulated by laws and administrative regulations;
- Fail to provide ownership certificate or authorization document when the content involves IP.

We assume no responsibility for, and we undertake no obligation to verify, the texts or other elements included in the customization created by users of this service. We do not guarantee the lawfulness of said texts or other elements, and we therefore take no responsibility for any loss and/or damage arising for any user(s) and/or third parties (whether these are individuals or public or private bodies) directly or indirectly derived from the use of the ZARA EDITED section or that have any direct or indirect relation to the section

and/or its products. If there is any claims or proceedings against us, or damages, penalties and other loss incurred derived from the use of the ZARA EDITED section or that have any direct or indirect relation to the section and/or its products, you shall indemnify us in full.

## **15. LIABILITIES AND EXEMPTIONS**

**Within the scope permitted by law, our liability in connection with any Product purchased through our website is strictly limited to the purchase price of that Product.**

**Within the scope permitted by law, we will not be liable for any indirect losses caused by tort, breach of contract or other reasons. The abovementioned indirect losses include but not limited to,**

- **loss of income or revenue;**
- **loss of business;**
- **loss of profits or contracts;**
- **loss of data; or**
- **loss of management or work time.**

**Due to the open nature of this website 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 this website unless otherwise expressly set out on this website.**

**All the product description, information and materials posted on this website are all on *status quo* basis without any express or implied warranties.**

## **16. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times property of us or our licensors'. You are permitted to use this material only as expressly authorized by us or our licensors. This does not prevent you from making a copy of your order details when necessary.

## **17. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, 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 housed or any server, computer or database related to our website. You agree not to attack this website through any means.

Failure to comply with this clause will result in immediate forbidden to use this website. We will report to competent authorities, identify the attacker and you will be held legally liable.

**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.**

## **18. ADJUSTMENT OR INTERRUPTION OF THE FUNCTIONALITIES**

You understand and agree that:

1) We may adjust certain functionalities in this website due to the change of business strategy, which may cause interruption, termination or replacement of some functionalities.

2) In order to improve our service, we will maintain and upgrade the website regularly or irregularly, which may cause some functionalities being interrupted or suspended within a reasonable time.

If you have any question in this regard, you may contact us by this website or 400 821 6002.

#### **19. THIRD PARTY LINK**

If our website contains links to other websites or third-party materials, said links are provided for reference purposes only. We shall not be held liability for any damages deriving from such other websites or third-party materials.

#### **20. WITTEN COMMUNICATION**

Considering that applicable law requires our communication to be in writing, we will contact you through email or notice from the website. You hereby expressly agree to communicate with us through email, and acknowledge the legitimacy and legal effect of our electronic agreement and the notices, emails and messages we send to you by electronic means.

#### **21. NOTICE**

All notices you send to us shall be delivered preferably via our website. Unless otherwise stipulated in clause 20 above, we may notify you by email or delivery to the addresses you provided during your purchase.

Notice shall be deemed duly served if the letter was properly addressed, paid and delivered to the carrier in case of post; and if an e-mail was sent to the specified e-mail address designated by the addressee in case of email.

#### **22. TRANSFER OF RIGHTS AND OBLIGATIONS**

Our contract is binding to us, you, our successor and transferee and your successor and transferee. However, without our prior consent, you shall not transfer or otherwise dispose this contract or any of your rights and obligations hereunder.

**We may transfer, assign or otherwise dispose of this contract, or any of our rights or obligations hereunder, at any time during the term of the Contract. For the avoidance of doubt, any of such transfer, assignment, or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which we may have provided to you, whether express or implied.**

#### **23. FORCE MAJEURE**

**We shall be exempted partly or entirely for our non-performance or late-performance of our contractual obligations to the extent of being impacted, if such non-performance or late-performance is caused by those objective circumstances that are unforeseeable, unavoidable and insurmountable (“Force Majeure”).**

#### **24. WAIVER**



At any time within the contract period, if we fail to insist your strict performance of your contractual obligations, terms and conditions in this T&C, or we fail to realize our right or remedy under our sales contract, it doesn't constitute a waiver from us of our rights and remedies, or of your obligations.

Our waiver to your breach shall not be deemed as our waiver to your subsequent breaches. No waiver by us of any clause in this T&C shall become effective unless we expressly state our waiver and inform you as per the above clauses of notice.

## **25. SEVERABILITY**

If any clause in this T&C is determined by any competent authority to be invalid or illegal, such clause shall not affect the validity of other clauses. The remaining clauses, conditions and provisions shall continue to be valid to the extent permitted by law.

## **26. ENTIRE AGREEMENT**

This T&C and relevant documents mentioned herein constitute the entire agreement between you and us regarding our transaction, and shall supersede any prior oral or written agreement, understanding or arrangement between you and us.

## **27. Right of Modification**

**We may revise or amend this T&C from time to time, which will become effective upon publishing. We will not send you any notice separately for such revision or amendment.** Unless it is required by law or authorities to modify the T&C, Privacy Policy or other policies (in such case, the revised version may apply to your purchase), you only need to obey the T&C, Privacy Policy or other policies published at the time of your purchase.

**Your purchase of Product through this website will be deemed as your unconditional consent to be bound by the T&C and Privacy Policy published and valid at the time of your purchase. If you do not agree with all the terms in the T&C and Privacy Policy, please do not purchase any Product. Therefore, before your purchase, please read carefully the T&C published at this Website.**

## **28. LAW AND JURISDICTION**

**All the Sales Contracts made through this website during your purchase shall be governed by Chinese Law. Any dispute arising from, or related to such Sales Contract shall be subject to court litigation at the defendant's domicile.**

## **29. FEEDBACK**

Shall you have any suggestion or feedback, please contact us through this website.

**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's App (as defined below). These Terms are in addition and without prejudice to the ZARA ON-LINE TRANSACTION TERMS & CONDITIONS of [www.zara.cn](http://www.zara.cn).

Features available on the App include: (i) the option to purchase goods via ZARA's App, this being deemed to be a purchase made on the Online Store, and therefore subject to the ZARA ON-LINE TRANSACTION TERMS & CONDITIONS of [www.zara.cn](http://www.zara.cn); (ii) the option to manage receipts for purchases made on ZARA's online stores (the "Online Store") and, (iii) the option to receive the electronic receipt or electronic proof of purchase, by showing at ZARA's Physical Stores the designated exclusive QR for such purposes. Both Physical Store and Online Stores are operated in China by the company **ITX E-commerce (Shanghai) Co., Ltd.** (the "Company" or "we") having its registered office at Unit 01, 29F, Building 1, No.399 Kaixuan Road, Changning District, Shanghai.

**1. GENERAL DESCRIPTION OF THE SERVICE**

**1.1 Purchase of goods on [www.zara.cn](http://www.zara.cn) via ZARA's APP**

Customers can purchase goods on [www.zara.cn](http://www.zara.cn) 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 ZARA ON-LINE TRANSACTION TERMS & CONDITIONS of [www.zara.cn](http://www.zara.cn), which you need to accept upon purchasing any good.

**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 commercial 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 commercial policies, and all relevant legislation.

**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 authorised 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 authorised 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 authorises users to access and use the Properties in accordance with these Terms.

Users are not authorised 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 licences or authorisations 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 licences 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 laid down;
- 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.

**This T&C is updated and takes effective since April 1<sup>st</sup>, 2022.**