PURCHASE AND USE CONDITIONS

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website www.zarahome.com and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, the Cookies Policy and the Privacy Policy available on the website (hereinafter, jointly, the “Data Protection Policies”) carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and the Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you must not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the current Conditions at the time of formalization of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the contact form available on our website.

The contract between us to purchase a product (hereinafter, the “Contract”) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

2. OUR DETAILS

Sale of goods through this web page is carried out under the trading name ZARA HOME by KASWA HOME LLC, an Emirati company with registered address at Dubai, Emirates Mall, Sheikh Zayed Road, PO Box 22700, registered in Dubai, the UAE, with the following telephone number +97146020200.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

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

4. USE OF OUR WEBSITE

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

i. Use this website to make legally valid enquiries and orders only.
ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the pertinent authorities.

iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you if necessary (see the Privacy Policy).

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

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

5. SERVICE AVAILABILITY

The articles offered on this website are available for delivery in United Arab Emirates (with the exception of Abu Dhabi) only.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchasing procedure and click on "Finalize and Pay". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Shipment Confirmation").

7. TECHNICAL MEANS OF CORRECTING ERRORS

If you detect an error when entering your personal details to register as a user of this website, your details can be modified in the "My Account" section. In any event, you may correct errors in your personal data provided during the purchasing process by contacting customer services by writing to our contact form available on our website, as well as exercising the right of rectification as set out in the Privacy Policy by contacting info.ae@zarahome.com.

This website displays confirmation screens at various points throughout the purchasing process, which do not allow the order to be processed if the data in these sections has not been entered correctly. This website also shows the details of all the items that you have added to the shopping basket during the purchasing process and as such you may modify the details of your order before payment. If you detect an error in your order after payment has been made, you should contact our customer services to rectify the error immediately, either by telephone or email, using the aforementioned contact details.

8. AVAILABILITY OF PRODUCTS

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

9. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders,

there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time; in such case, we will reimburse any amount that you may have paid.

Save for reimbursing any amount that you may have paid, we shall not be liable to you or to any third party for removing any product from this website for removing or modifying any material or content from the website, or not processing an order once we have sent the Order Confirmation.

10. DELIVERY

Notwithstanding clause 8 above regarding product availability and save for extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Shipment Confirmation prior to the date indicated in the Shipment Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the customization of products, the occurrence of unforeseen circumstances or the delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Fridays and official UAE holidays. For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address.

11. INABILITY TO DELIVER

If it is impossible for us to delivery your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organise delivery on another day.

If after 10 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the least expensive ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which we deem this Contract to have been terminated.

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

If you completed the order via any of the digital devices available in ZARA HOME stores and made the payment at the store's checkout, please contact our customer service department.

12. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery as defined in clause 10 above.

You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees for orders below 300 AED, or at the moment of delivery (as defined in clause 10 above), if that were to take place at a later time.

13. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Shipment Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

The prices on the website exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, those will have been added to your shopping basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the cards Visa and Mastercard. To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

When you click "Finalize and Pay", you are confirming that the credit card is yours Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize

the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalize any Contract with you.

14. BUYING GOODS AS GUEST

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user

15. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the View Basket section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option. This will result in the following card information being saved: card number and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy Policy and Conditions.

By agreeing to use Express Checkout, you authorize that purchases paid through the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with one of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favorite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favorite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Basket. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information do not complete the purchase. To make purchases using different details please do not use the Express Checkout service.

You may change your Favorite Card linked to Express Checkout in the My Account section of this webpage.

The provisions of this clause shall not apply if you buy goods as a guest.

16. RETURN POLICY

16.1 Legal right of withdrawal

Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated and by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you may notify KASWA HOME LLC. operating under the commercial name ZARA HOME, at the address of Azadea Group LLC., 014Tower, Level P1 & P2, Business Bay, Dubai, the UAE, by writing to our contact form available on our website, of your decision to withdraw from this Contract by an unequivocal statement (example a letter sent by post or email). You may use the model withdrawal form as set out in Annex, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery if the order value is below 300 AED (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. In any event, you will not incur any fees as result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back or deliver the goods or hand them over to us at any ZARA HOME store in the United Arab Emirates only, with the exception of Abu Dhabi and Ras al-Khaimah, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

The return of goods made in a ZARA HOME store in the United Arab Emirates only, with the exception of Abu Dhabi and Ras al-Khaimah, will be completely free. However, if you wish to make the return through a courier organized by us, you will assume and be charged the cost of the courier service relating to returning such goods. This cost will be deducted from the total amount that will be refunded to you as per these terms and conditions. On the other hand, in case the return is made by a courier not

organized by us, the direct cost of said return will always be paid by you. In this case you need to check and abide by the terms and conditions of such third party courier service provider, in particular the terms relating to payments, insurance, losses and damages.

You are only liable for any diminished value of the goods resulting from the handing other than what is necessary to establish the nature, characteristics and functioning of the goods.

16.2 Contractual right of withdrawal

In addition to the legally recognized right to cancel for consumers and users, mentioned in clause 16.1 above, we grant you a period of 30 days from Shipment Confirmation to return the products (except those mentioned in clause 16.3 below, for which the right to cancel is excluded).

In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will be reimbursed, only, with the amount paid for said products, which means that the delivery costs will not be reimbursed. You will be responsible for the direct costs of returning the product unless you hand the goods over in a ZARA HOME store in the United Arab Emirates only, with the exception of Abu Dhabi and Ras al-Khaimah.

You may exercise your right of withdrawal in accordance with the provision of clause 16.1 above, however should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Shipment Confirmation.

16.3 Common provisions

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

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

Your right to cancel the Contract shall apply exclusively to the products that are returned in the same conditions in which you received them. No reimbursement will be made if the product has been used more than just opening it, for products that are not in the same condition as when they were delivered or when they have been damaged, so take care of the products(s) while in your possession. Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products. In any case, you must send the product to be returned together with the ticket which you will have received when the product was delivered. You will find a summary on exercising this cancellation right when you receive the order.

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

(i) Returns at any ZARA HOME store

You may return any product at any ZARA HOME store in the United Arab Emirates only, with the exception of Abu Dhabi and Ras al-Khaimah, which has the same section to which the goods you wish to return belong to. In such case, you should go to such store and present with the good a fully completed ticket included with the delivery of the product.

(ii) Returns by Courier

When returning the product(s) by Courier arranged by us, you should contact us through our web form to arrange for the product to be collected at your home. You should send the product in its original packaging and follow the directions on the "RETURNS" section of this website. If you have bought any goods as a guest, you may request returns through the contact form available on the website.

After examining the article, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risk of returning the products to us.

If you have any questions, you can contact us on our contact form available on our website.

16.4 Returns of defective products

In the cases in which you consider that at the moment of delivery the product is not as stipulated in the Contract, you must contact us immediately on our contact form, providing the product details and the damage sustained, where we will indicate what you need to do.

You can return the product at any of our ZARA HOME stores in the United Arab Emirates only, with the exception of Abu Dhabi and Ras al-Khaimah. You must return the product together with the ticket that you will receive with the product when it is delivered. We will carefully examine the returned product and will notify you by e-mail within a reasonable period if the product may be refunded or replaced (as appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming the that refund or replacement of the product is going ahead.

The amounts paid for the products returned due to any damage or defect, when it actually exists, will be reimbursed in full, including the delivery costs related to sending the article and the costs to you for returning it to us. The refund shall be paid by the same payment means you used to pay from the purchase.

All rights recognized in current legislation shall be, in any case, safeguarded.

17. GUARANTEES

As a consumer and user, we provide guarantees for the products sold via this website, in the legally established terms for each type of product, and thus will respond to a lack of conformity of said products, which becomes apparent within two years of the delivery of the product. However, we remind you that sufficient evidence of the product's lack of conformity with the contracted product must be provided if apparent after six months from the delivery of the product.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect of a product of the same type. In this respect, if any of the products do not conform with the contract, you should make us aware of this by following the process detailed in aforementioned section 17.4 and through any of the communication means destined for this purpose.

The products we sell, especially handmade products, often present the characteristics of the natural materials used to make them. These characteristics, such as variations in streaks, textures in the knitting and in the color are not considered defects or faults. Rather, these variations should be expected and appreciated. We only select products of a superior quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

18. LIABILITY AND WAIVING LIABILITY

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

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

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

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

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

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

The provisions in this clause shall not affect your rights as a consumer and user, nor your right to cancel the Contract.

19. INTELLECTUAL AND INDUSTRIAL PROPERTY

You recognize and agree that all copyrights, registered trademarks and other intellectual and industrial property rights to the materials or contents provided as part of the website belong at all times to the INDITEX GROUP or to a third party who had authorized to the INDITEX GROUP the use of said content or material. You may NOT use said material unless you are expressly authorized by the INDITEX GROUP. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

20. 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 attack of denial of service or an attack of distributed denial of service.

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

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

21. LINKS FROM OUR WEBSITE

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

22. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notification that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or we will provide you information by posting alerts on this

website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your rights as recognized by law.

23. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 23 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

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

24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding both for you and for us, as well as for our respective successors, transferees and heirs.

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written consent in advance.

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

25. EVENTS BEYOND OUR CONTROL

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

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

i. Strike, lockout or other forms of protest.
ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.

iv. Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.
v. Inability to use public or private telecommunication systems.
vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

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

26. WAIVING RIGHTS

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

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

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

27. PARTIAL ANNULMENT

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

28. ENTIRE AGREEMENT

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

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

Neither you nor ourselves shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of contract in accordance with the provisions of these Conditions.

29. OUR RIGHT TO MODIFY THESE CONDITIONS

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

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

30. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the product purchase contracts through said website shall be governed by the Federal laws of the UAE applicable thereto.

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

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

31. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are always welcome. We ask that you send any comments and suggestions, as well as any queries, complaints or claims, via our contact form, by telephone or to the postal address or email address indicated in clause 2 of these Conditions.

Complaints and claims sent to our customer services will be handled as soon as possible and within the legally determined period.

If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address info.ae@zarahome.com in order to seek an out-of-court settlement.

Last updated on 26.12.2022.

MODEL WITHDRAWAL FORM

Complete and return this form only if you wish to cancel the contract.

To KASWA HOME LLC., operating under the trading name ZARA HOME, Zara Home JBR, Unit GM14 Sadaf Area, JBR, PO Box: 22700 - Dubai, UAE, or info.ae@zarahome.com.

I hereby give notice that I cancel my contract of sale of the following products:

Ordered on/received on (*)

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper)

Date

* Delete as appropriate

TERMS AND CONDITIONS OF USE OF
ZARA HOME 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 HOME's App (as defined below). These Terms are in addition and without prejudice to the Purchase Conditions of www.zarahome.com.

Features available on the App include: (i) the option to purchase goods via ZARA HOME's App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www. ZARA HOME.com; (ii) the option to manage receipts for purchases made on ZARA HOME's online stores (the "Online Store") and, (iii) the option to receive the electronic receipt or electronic proof of purchase, by showing at ZARA HOME's Physical Stores the designated exclusive QR Code for such purposes. Both Physical Store and Online Stores are operated in the United Arab Emirates only, with the exception of Abu Dhabi and Ras al-Khaimah, by the company Kaswa Home LLC, having its registered office at Dubai, United Arab Emirates number of registration in the Business Register of 570846, Fiscal Code and VAT Number 100058032200003.

1. GENERAL DESCRIPTION OF THE SERVICE

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

Customers can purchase goods on www.zarahome.com via ZARA HOME's App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.zarahome.com and the Privacy and Cookies Policy published in www.zarahome.com, which you need to accept prior to purchasing any goods, and which are incorporated herein by reference.

1.2 Management of receipts for purchases made on the Online Store

The receipts for purchases made on the ZARA HOME 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 your receipt in electronic format instead of a paper format. To do so, you must present to the cashier the QR Code dedicated for this purpose on the App and the receipt will be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said electronic receipt, under the applicable Terms and Conditions, according to the commercial policy of ZARA HOME, and, in any event, in accordance with local 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 and unconditionally request the e-receipt or the proof of purchase in electronic form, thus accepting it and opting out of receiving it in paper form. You may at any time request a paper copy of your receipt by contacting our customer service department using any of the contact methods provided in www.zarahome.com.

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 by you.

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 printed on the paper receipt. From then on, you can use this electronic receipt to make exchanges or returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, ZARA HOME's commercial policies, and the 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 HOME'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 limited or prohibited under local legislation, we are not liable for any damage that you may suffer from using ZARA HOME's App in its different features. You agree to use ZARA HOME'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 HOME'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 devises 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 at its sole discretion without prior notice.

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.