

# **LEGAL NOTICE**

This website <a href="https://joinus.inditexcareers.com/en/ukraine/">https://joinus.inditexcareers.com/en/ukraine/</a> operated by INDUSTRIA DE DISEÑO TEXTIL, S.A. (INDITEX, S.A.), a Spanish company with registered office at Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), Tax Identification Number A-15075062, registered in the Mercantile Registry of A Coruña in Volume 964 of the Archives, General Department, Sheet 17, Sheet C-3342, 1st entry, and e-mail address <a href="mailto:soporte@inditexcareers.com">soporte@inditexcareers.com</a> (hereinafter "INDITEX"). INDITEX is the parent company of a group of companies (hereinafter the "INDITEX Group").

The purpose of the Website is to allow its users (the "User(s)") to provide their personal data in order to apply for vacancies in the various stores of the INDITEX GROUP (hereinafter the "Stores") in the respective countries. The selection process is organised by the relevant company of the INDITEX Group that operates the stores in the country concerned.

The companies of the INDITEX Group that operate the stores in Ukraine are: SA « INDITEX UKRAINE ».

Please note that this Legal Notice, which you are currently reading, only regulates the terms and conditions of use of this website. The terms and conditions for the processing of your personal data that you have provided to us as part of the processing of the recruitment process between you and us can be found in the Privacy Policy, which is available at the following address: <a href="http://itx.to/RecruitmentPrivacyPolicy">http://itx.to/RecruitmentPrivacyPolicy</a>

#### Access to and use of the Website

In order to access and use the Website, the User must: (i) have access to the Internet; (ii) pay the relevant access and connection fees to the network operator in return for access to the Internet, and (iii) have the equipment and computer systems necessary to connect to the Internet.

#### Warranties and Liability

Unless otherwise expressly required by applicable law or unless expressly indicated otherwise, INDITEX makes no representations, undertakings, warranties or guarantees, express or implied, with respect to the Website or the content and services contained therein, including but not limited to: (a) the availability and continuity of the operation of the Website and in particular, but not exclusively, that users can effectively use the website, its content and services and access the various web pages that make up the website or from which the services are offered; (b) the level of quality, interoperability and functionality of the Website and the services and/or content contained therein; (c) the absence of interruptions, suspensions or cancellations of access to the Website and to the contents and/or services contained therein; (d) customizing the Site and the services and content contained therein for a specific purpose; (e) the security, integrity, accuracy and/or updating of the content, services, products, text, graphics, links or other elements on the Website and the results that may be obtained from accessing and/or using the Website or its contents.

INDITEX expressly declines all liability for: (i) any errors or omissions in the information contained on the Website, as well as the lack of truthfulness, accuracy, thoroughness, relevance and/or updating of the contents; (ii) any faults or malfunctions in the network, connection, user's equipment or access that could affect an agreed interview; (iii) any unauthorized access or alteration of data stored and transmitted through the Site; (i) the presence of viruses or other elements in the Content that could cause alterations in the computer system (software and hardware) or in the electronic documents and files stored in the User's computer system. Without limiting the foregoing, and to the fullest extent permitted by law, INDITEX makes no representation, representation or warranty of any kind – express or implied – as to the veracity, accuracy, thoroughness, relevance and/or updating of the contents, and expressly declines any liability for errors or omissions in the information contained on the website.

Unless the law expressly provides otherwise, and only to the extent that it so requires, INDITEX does not guarantee or assume any responsibility in relation to access to and use of the Website. Nothing in these clauses excludes or limits the liability of the User or INDITEX, which cannot be excluded under the law of the place where the User resides.

# INTELLECTUAL PROPERTY

## Property of INDITEX

The Website, as well as its contents, services and other components, are owned or controlled by INDITEX; they are fully protected by the intellectual and industrial property laws of the Kingdom of Spain and all applicable international treaties and conventions. INDITEX is the exclusive owner of all intellectual, industrial and similar property rights in the Website. Likewise, INDITEX or any of the companies that make up the INDITEX Group reserves the rights to any content, services or objects of its property incorporated into the Website ("Property").

### Third-party ownership

The User acknowledges and accepts that they may find content and services on the Website that are the property of INDITEX or of third parties whose rights are protected – as the case may be – by current legislation on intellectual and industrial property, rights to exploit the commercial and promotional value of the Image and other similar rights.

# Rights of access and use of the website

INDITEX authorises Users to access and browse the Website, to use the services offered through the Website and to view the content contained therein. Without the express written consent of the legitimate owner of the corresponding exploitation rights to the respective elements, Users are

not entitled to copy, distribute, transmit, transmit, modify, alter, transform, assign or carry out in any other way any activity of the Website, its pages, contents or elements of which it is composed, in whole or in part. that involve commercial use.

## Reservation of rights

The User acknowledges that INDITEX does not assign or transfer to him/her any rights to its property or to the property of third parties through these Terms. INDITEX only allows the User to access and use the same in accordance with these Terms. INDITEX reserves all rights to the Property and does not grant the User any license or authorization to use the Property, except as expressly stated in this clause.

### Applicable law and competent jurisdiction

Any matter arising from the access to and/or use of the Website will be governed and interpreted in accordance with Spanish Legislation, without prejudice to any more favourable provisions that may apply to the User based on the law of their residence.

If the User resides outside Spain, INDITEX and the User submit to the non-exclusive jurisdiction of the competent courts in Spain. If you enter into the contract as a consumer, this clause does not affect your statutory rights.