

# **LEGAL NOTICE**

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The purpose of the Website is to provide its users (the User(s)) the possibility to send their personal details to apply for vacancies in the different stores of the INDITEX GROUP (hereinafter, the Stores) in the relevant countries. Any selection process shall be organized, in each case, by the relevant company of the INDITEX Group that operates the Stores in such country.

The companies of the INDITEX Group that operate the Stores in the following countries are:

Slovenia: ITX S, d.o.o.

Please keep in mind that the present Legal Notice you are reading regulates only the terms of use of this Website. For the terms that regulate the processing of your personal data in view of your decision to provide them to us for the scope of the management of the recruitment process between you and us, please refer to the Privacy Policy available at <a href="http://itx.to/RecruitmentPrivacyPolicy">http://itx.to/RecruitmentPrivacyPolicy</a>.

#### Access and Use of the Website

To access and use the Website, the User must: (i) have access to the network; (ii) pay the corresponding access and connection fees to the network provider in consideration for access to the network; and (iii) have the equipment and computer systems necessary to connect to the network.

## **Guarantees and Liability**

Unless the applicable law expressly requires otherwise, or there is an express indication to the contrary, INDITEX does not grant any undertaking, representation, warranty or guarantee, either express or implicit, regarding the Website or the contents and services incorporated therein, including, but not limited to: (a) the uptime and continuity of the operation of the website and, in particular, although not exclusively, that Users may effectively use the Website, the contents and the services, and access the different web pages that make up the Website or those from which the services are provided; b) the levels of quality, interoperability and functionality of the Website, as well as the services and/or contents that it incorporates; (c) the interruption, suspension or cancellation of access to the Website and to the contents and/or services that it incorporates; (d) the adaptation for a specific purpose of the Website and of the services and contents incorporated into the same; (e) the certainty, integrity, accuracy and/or updating of the contents, services, products, text, graphics, links or any other elements included on the Website, as well as the results that may be obtained from access and/or use of the Website or of its contents

INDITEX expressly rejects any liability for: (i) any error or omission in the information contained on the Website, as well as any lack of veracity, accuracy, thoroughness, pertinence and/or updating of the contents; (ii) Any error or malfunction in the network, the connection, the User's equipment or the access that could have an impact to any booked interview (iii) any unauthorized access and alteration of the data stored and transmitted through the Website; (i) the absence of any viruses or other elements in the contents that could cause alterations in the computer system (software and hardware) or in the electronic documents and files stored in its computer system. Without limit to the foregoing, and to the fullest extent permitted by law, INDITEX gives no statement, representation or warranty of any kind, whether express or implied as to the veracity, accuracy, thoroughness, pertinence and/or updating of the contents and expressly rejects any liability for error or omission in the information contained on the Website.

Unless the Law expressly imposes the opposite and exclusively to the extent to which it imposes it, INDITEX does not guarantee or assume any responsibility with regard to access to and use of the Website. Nothing in these clauses shall exclude or limit liability of Users or INDITEX which may not be excluded by law of the place where the User is domiciled.

## INTELLECTUAL PROPERTY

### **INDITEX'S Property**

The Website, as well as the contents, services and other of its constituent items, are owned, or controlled, by INDITEX, and are protected, without any limitation, by the intellectual and industrial property laws of the Kingdom of Spain and by any applicable international Treaties and Conventions. INDITEX is the exclusive owner of all intellectual, industrial and similar property rights of the Website. Likewise, INDITEX

or any of the companies that make up the INDITEX Group reserves all rights over any content, services or items of its property that are incorporated in the Website («Property»).

### Third party's property

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

#### Rights to access and use the Website

INDITEX authorizes Users to access and browse the Website, using the services offered through the Website and viewing the content incorporated therein. Users are not authorized to copy, distribute, transmit, communicate, modify, alter, transform, assign or in any other way carry out activities that entail commercial use of the Website, its pages, contents or items that make it up, whether partially or totally, without the express written consent of the legitimate owner of the relevant exploitation rights over any of the above.

#### Reservation of rights

The User acknowledges that by virtue of these terms, INDITEX does not assign or transfer to the User any rights over its Property or over any property of third parties. INDITEX only authorizes the User to access and use the same in accordance with these. INDITEX reserves all rights over the Property and accordingly does not grant any license or authorization for use to the User over the Property other than that expressly detailed in this clause.

### **Applicable Law and Competent Jurisdiction**

Any matter that may arise from access to and/or use of the Website will be understood to be regulated and interpreted in accordance with Spanish legislation without prejudice of more favorable provisions that may be applicable to the User by virtue of the law of its domicile.

If the User's domicile is outside Spain, INDITEX and the User submit to the non-exclusive jurisdiction of the competent Courts in Spain. If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have.