

Terms and Conditions

This page (together with the documents referred to) contains the terms and conditions (the “Terms and Conditions”) on which we supply any of the products (each a “Product”) listed on our website www.zalando.co.uk (the “Site”) to you. Please read these Terms and Conditions carefully before ordering any Products from the Site. You should understand that by ordering any of our Products, you agree to be bound by these Terms and Conditions. You should print a copy of these Terms and Conditions for future reference.

We store the contract’s content and will send you further details of your order via e-mail. You can find and download these Terms and Conditions [here](#) at all times. You will find details about your recent orders by login into your account via the “My Account” link.

1. About us, our Agent and these Terms and Conditions

1.1 “Zalando Limited is a company registered in England and Wales with number 07535599 and registered address at 31-35 Kirby Street, London, EC1N 8TE, United Kingdom. Zalando Limited acts as an “Agent” or “Service Provider” for Zalando AG (“We” or “us”) and is a company wholly owned by Zalando AG. Zalando AG is a company registered in Germany with the district court of Charlottenburg, Berlin under number HRB 154823 B with registered office at Sonnenburger Str. 73, 10437 Berlin, Germany. If you have any comments or suggestions, we would be pleased to receive them by emailing us at service@zalando.co.uk. Alternatively you may call us on 0800 028 0077 – this telephone number is open to receive calls between 8am and 8pm on Monday to Friday.

1.2 These Terms and Conditions govern the supply by us of any Product ordered by you on the Site. By agreeing to order a Product, you agree to be legally bound by these Terms and Conditions.

1.3 In these Terms and Conditions:

- a) “**Account**” means the account that you will need to register for on the Site if you would like to submit an Order on the Site;
- b) “**Acknowledgement**” means our acknowledgement of your Order by email;
- c) “**Breach of Duty**” has the meaning given to it in clause 10.9(b) of these Terms and Conditions;
- d) “**Business Day**” means a day which is neither (i) a Saturday or Sunday, nor (ii) a public holiday anywhere in England;
- e) “**Confirmation of Order**” means our email to you in which we accept your Order in accordance with clause 4.10 below;
- f) “**Contract**” means your Order of a Product or Products in accordance with these Terms and Conditions which we accept in accordance with clause 4.10 below;
- g) “**Customer**” means individual who places an Order on the Site;
- h) “**Liability**” has the meaning given to it in clause 10.9(a) of these Terms and Conditions;

i)“**Order**” means the order submitted by you to the Site to purchase a Product from us;

j)“**you**” means the Customer who places an Order;

k) references to “**clauses**” are to clauses of these Terms and Conditions;

l) headings are for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions;

m) words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;

n) references to “includes” or “including” or like words or expressions shall mean without limitation.

1.4 These Terms and Conditions are our copyrighted intellectual property. Use by third parties – even of extracts – for the commercial purposes of offering goods and/or services– is not permitted. Infringements may be subject to legal action.

2. Your Status

By placing an order through the Site, you warrant that:

- a) you are at least 18 years old; and
- b) you are resident in the United Kingdom.

3. Effect

3.1 These Terms and Conditions shall apply to all Orders and Contracts made or to be made by us for the sale and supply of Products. When you submit an Order to us, give any delivery instruction or accept delivery of the Products, this shall in any event constitute your unqualified acceptance of these Terms and Conditions. Nothing in these Terms and Conditions affects your statutory rights (including the right to insist that goods you buy from businesses must correspond with their description, be fit for their purpose and be of satisfactory quality).

3.2 These Terms and Conditions shall prevail over any separate terms put forward by you. Any conditions that you submit, propose or stipulate in whatever form and at whatever time, whether in writing, by email or orally, are expressly waived and excluded.

3.3 No other terms or changes to the Terms and Conditions shall be binding unless agreed in writing signed by us.

4. How a Contract is formed

4.1 When making an Order, you must register for an Account on the Site as detailed in clause 10, and you must follow the instructions on the Site as to how to make your Order and for making changes to your prospective Order before you submit it to the Site.

4.2 Irrespective of any previous price you have seen or heard, once you select a Product that you wish to Order, you will then be shown or told (on the Site) the charges you must pay

including VAT, if applicable, and any applicable delivery charges. Unless otherwise stipulated on the Site, all charges are in the currency then in force in the UK. Subject to clause 4.12 below, this is the total that you will pay for receipt of the ordered Product.

4.3 You shall pay for the Product in full at the time of ordering by supplying us with your credit or debit card details from a credit or debit card company acceptable to us or by PayPal, which we require in order to process your Order. Alternatively, you may pay by any method that we have said is acceptable to us, but in any event we shall not be bound to supply before we have received cleared funds in full. Depending on the results of a credit check we reserve the right not to offer certain forms of payment and to refer you to our other forms of payment.

4.4 If you are asked for details of a payment card, you must be fully entitled to use that card or account. The card or account must have sufficient funds to cover the proposed payment to us. We will only accept payments from accounts within the United Kingdom.

4.5 You undertake that all details you provide to us for the purpose of purchasing the Product from us will be correct, that the credit or debit card, or account or other payment method which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Product. We reserve the right to obtain validation of your payment details before providing you with the Product.

4.6 When you submit an Order to the Site, you agree that you do so subject to these Terms and Conditions current at the date you submit your Order. You are responsible for reviewing the latest Terms and Conditions each time you submit your Order.

4.7 You agree that you will receive invoices and credit notes exclusively in electronic form.

4.8 Your Order remains valid as an offer until we issue our Confirmation of Order or, if earlier, when we receive your notice revoking your Order.

4.9 We shall not be obliged to supply the Product to you until we have accepted your Order. Unless expressly stating that we accept your order, an email, letter, fax or other Acknowledgement of your Order by us is purely for information purposes and does not constitute the Confirmation of Order. In that Acknowledgement, we may give you an Order reference number and details of the Product you have ordered. We may in our discretion refuse to accept an Order from you for any reason, including unavailability of supplies or we may offer you an alternative Product (in which case we may require you to re-submit your Order first).

4.10 A Contract shall be formed and we shall be legally bound to supply the Product to you when we accept your Order. Acceptance shall take place when we expressly accept your Order by email to you, in the form of a document called a "Confirmation of Order" stating that we are accepting your Order. Our Confirmation of Order shall be deemed to come into effect when it has been dispatched by us. Without affecting your obligation to pay us earlier, we may send an invoice to you at any time after we have accepted your Order. Until the time when we accept your Order, we reserve the right to refuse to process your Order and you reserve the right to cancel your Order. If we or you have cancelled your Order before we have accepted it, then we will promptly refund any payment already made by you or your credit or debit card company to us for the order of the Product.

4.11 If you discover that you have made a mistake with your Order after you have submitted it to the Site, please contact service@zalando.co.uk immediately. However, we cannot guarantee that we will be able to amend your Order in accordance with your instructions.

4.12 We try very hard to ensure that the price given to you is accurate, but the price of your Order will need to be validated by us as part of our acceptance procedure. If the price for the Order changes before we accept your Order, we will contact you and ask you to confirm that you wish to proceed at the amended price.

4.13 A Contract will relate only to those Products whose dispatch we have confirmed in the Confirmation of Order. We will not be obliged to supply any other Products which may have been part of your Order until we have sent a Confirmation of Order in relation to those Products.

4.14 You must only submit to us or our agent or the Site information which is accurate and not misleading and you must keep it up to date and inform us of changes.

5. Delivery

5.1 We aim to deliver the Product to you at the place of delivery requested by you in your Order.

5.2 We aim to deliver within the time indicated by us at the time of your Order. We always aim to deliver within 3 – 5 working days from the date of any Order which we accept, but we cannot guarantee any firm delivery dates.

5.3 We shall aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

5.4 On delivery of the Product, you may be required to sign for delivery. You agree to inspect the Product for any obvious faults, defects or damage before you sign for delivery. You need to keep receipt of the delivered Product in case of future discussions with us about it.

5.5 We deliver to all regions of Mainland UK except for the Channel Islands, Orkney Islands and the Outer Hebrides. However, it may take a few days extra for shipments to be delivered to remote post codes. We ship only within the UK.

5.6 We deliver in our standard packaging. Any special packaging requested by you is subject to additional charges.

5.7 All risk in the Product shall pass to you upon delivery, except that, where delivery is delayed due to a breach of your obligations under a Contract, risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the Product.

5.8 You must take care when opening the Product so as not to damage it, particularly when using any sharp instruments.

5.9 You shall ensure that you are ready for safe receipt of the Product without undue delay and at any time reasonably specified by us.

5.10 If you are not available to take delivery or collection, we may leave a card giving you instructions on either re-delivery or collection from the carrier.

5.11 If delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not (within two weeks of our first attempt to deliver the Product to you) accept delivery or collect the Product from the carrier, then we may (without affecting any other right or remedy available to us) do either or both of the following:

a) charge you for our reasonable storage fee and other costs reasonably incurred by us; or

b) no longer make the Product available for delivery or collection and notify you that we are immediately cancelling the applicable Contract, in which case we will refund to you or your credit or debit card company as applicable any money already paid to us under the applicable Contract, less our reasonable administration charges (including for attempting to deliver and then returning the Product, and any storage fees as provided for in clause 5.11(a) above).

5.12 It is your responsibility to ensure that the Products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the Products will meet your individual requirements. You acknowledge that the Products are standard and not made bespoke to fit any particular requirements that you may have.

6. Cancellation

6.1 We may cancel a Contract if the Product is not available for any reason. We will notify you if this is the case and return any payment that you have made.

6.2 We will usually refund any money received from you using the same method originally used by you to pay for the Product.

7. Cancellation by you where the product is not faulty

7.1 Subject to the rest of this clause 7, irrespective of your other rights for faults with the product, you may cancel a contract and return any delivered product to us for any reason at all if you are not happy with it, provided that you must have notified us in writing within 30 days of delivery of the product that you wish to cancel the applicable contract and to return the product at our risk. The notice must be sent in writing or in any other durable medium to:

E-Mail: service@zalando.co.uk

Telefax: +44 (0)20 3355 8328

Mail: Zalando AG
Sonnenburger Str. 73
10437 Berlin
Germany

Your notice shall be deemed to have been given on the day on which it was sent.

Once you are in the possession of the goods you are under the duty to retain them and take reasonable care of them. The product must be returned to us in its original condition.

Within the United Kingdom we offer free returns to any Collect+ collection point, a service offered by our returns partner Collect+. Should you want to return the goods directly to us without using the Collect+ service, please post them to:

Zalando Returns
Docdata Fulfilment Ltd
Building 3
Windrush Industrial Park
Burford Road
Witney
OXON
OX29 7EW

For a quick and comfortable return process (and in order to ensure a cost-free return in the future) we suggest the following:

- - Please have your order number ready, as stated on your delivery note.
- - Click Collect+ to be re-directed to Collect+, our returns partner.
- - Then follow the instructions on their website in order to get your return label.

If Collect+ point is too far for drop off then please contact our customer service team via service@zalando.co.uk or call our free service hotline: 0 800 0280077 (from Monday to Friday 8am-8pm – free to call from any fixed line network) for further instructions.

You don't have to pay anything. The shipping costs will be paid by us.

7.2 If you cancel under this clause 7:

Once you have notified us that you wish to cancel the contract, any sum debited to us will be refunded to you as soon as possible and in any event within 30 days of your cancellation.

7.3 In the case of a product purchased with gift vouchers or promotional vouchers, we reserve the right to refund any amounts due to you for cancelled and returned products by crediting your account with the value of the order.

8. Faulty Products

8.1 We warrant that:

- a) the Product will be delivered undamaged in the quantities ordered; and
- b) the Product will conform with the manufacturer's latest published instructions as set out on the Site or in our Product material at the time of your Order.

8.2 The product is intended to be used strictly in accordance with the manufacturer's latest published instructions as set out on the site or as on the product itself. It is your responsibility to ensure that you use the product strictly in accordance with those instructions.

8.3 Before delivery, we may make minor adjustments to material, colour, weight, measurements, design and other features to the extent that they are reasonable.

8.4 We try very hard to deliver Products in excellent condition. However, if you tell us that the Product is faulty, you agree to keep the Product in its current condition available for us (or our agent) to inspect within a reasonable time.

8.5 In order to provide you with any remedies for a faulty Product, we may need your assistance and prompt provision of certain information regarding the Product, including:

a) you specifying with reasonable detail the way in which it is alleged that the Product is damaged or defective; and

b) you providing us with the delivery note number and such other information as we reasonably require.

8.6 If you would like us to repair, replace or provide a refund for the Product where it did conform to the applicable Contract, and we find that the Product has:

a) been misused, abused or subjected to neglect, improper or inadequate care, carelessness, damage or abnormal conditions; or

b) been involved in any accident or damage caused by an incorrect attempt at modification or repair; or

c) been dealt with or used contrary to our or the manufacturer's instructions for the Product; or

d) deteriorated through normal wear and tear,

after delivery by us, we may at our discretion decide not to repair, replace or refund you for the Product and/or we may require you to pay all reasonable carriage costs and servicing costs at our current standard fees and costs and charge this to your credit or debit card, or the payment details that you provided to us when you made your Order, and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.

9. Vouchers

9.1 You may use promotional vouchers and gift vouchers as payment for Products on the Site. Specific details for promotional vouchers are at clause 9.8 and for gift vouchers at clause 9.9.

9.2 To redeem vouchers in your Account or check an existing credit, please visit "My User Account" on the Site.

9.3 We may email gift and promotional vouchers to you. Subject to clause 11.2, we accept no liability for errors in the email address of the voucher recipient.

9.4 If you have a gift or promotional voucher, that voucher can be used by someone other than you and you can assign your rights to use that voucher.

9.5 In the event of fraud, an attempt at deception or in the event of the suspicion of other illegal activities in connection with a gift voucher purchase or redemption of that voucher on the Site, we are entitled to close your Account and/or require a different means of payment.

9.6 We assume no liability for the loss, theft or illegibility of gift or promotional vouchers.

9.7 Conditions for the redemption of promotional vouchers

a) From time to time we may release promotional vouchers that may be used on the Site, which we will send to you by email. Promotional vouchers can only be redeemed on the Site. They cannot be used on our websites in other countries, such as www.zalando.nl or www.zalando.de.

b) Promotional vouchers are valid for the specified period stated on them only, can only be redeemed once and cannot be used in conjunction with other promotional vouchers. Individual brands may be excluded from voucher promotions.

c) The credit of a promotional voucher cannot be used to pay for products from third parties other than us.

d) If you place an Order for a Product less than the value of the promotional voucher, no refund or residual credit will be returned to you.

e) The credit of a promotional voucher does not accrue interest nor does it have a cash value.

f) If the credit of a promotional voucher is insufficient for the Order you wish to make, you may make up the difference through payment.

9.9 Conditions for the redemption of gift vouchers

a) You may purchase gift vouchers for use on the Site by you or other Customers. These gift vouchers will be sent by email.

b) Gift vouchers can only be redeemed on the Site. They cannot be used on our websites in other countries, such as www.zalando.nl or www.zalando.de

c) Gift vouchers cannot be used to buy further gift vouchers. Gift vouchers may only be purchased through debit or credit card or Paypal.

d) The credit of a gift voucher does not accrue interest nor does it have a cash value. Gift voucher can only be redeemed before the end of the ordering process. A subsequent settlement is not possible.

e) An order for a gift voucher can be cancelled by contacting us on 0800 028 0077 at any time before the gift voucher has been redeemed. A voucher is considered to have been redeemed if it is used as payment in placing an Order.

f) If the credit of a gift voucher is insufficient for the Order you wish to make, you may make up the difference through payment.

g) You may use as many gift vouchers as you wish in paying for an Order, and gift vouchers may be used in conjunction with one promotional voucher per Order.

10. Limitation of Liability

10.1 This clause 10 prevails over all other clauses and sets forth our entire Liability, and your sole and exclusive remedies, for:

- a) the performance, non-performance, purported performance or delay in performance of these Terms and Conditions or a Contract or the Site (or any part of it or them); or
- b) otherwise in relation to these Terms and Conditions or the entering into or performance of these Terms and Conditions.

10.2 Nothing in these Terms and Conditions shall exclude or limit:

- a) our Liability for (i) fraud; (ii) death or personal injury caused by our Breach of Duty; (iii) any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982; or (iv) any other Liability which cannot be excluded or limited by applicable law; or
- b) your statutory rights as a consumer.

10.3 In performing any obligation under these Terms and Conditions, our only duty is to exercise reasonable care and skill.

10.4 Subject to clause 10.2:

- a) we do not warrant and we exclude all Liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Site; and we exclude all Liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature; and
- b) you should not rely on any information accessed using the Site to make a purchasing decision – you should make your own enquiries before forming your own opinion and taking any action based on any such information.

10.5 Save as provided in clauses 10.2, we do not accept and hereby exclude any Liability for Breach of Duty other than any such Liability arising pursuant to the provisions of these Terms and Conditions.

10.6 Save as provided in clause 10.2, we shall have no Liability for:

- a) loss of revenue;
- b) loss of actual or anticipated profits;
- c) loss of contracts;
- d) loss of the use of money;
- e) loss of anticipated savings;
- f) loss of business;
- g) loss of operation time;
- h) loss of opportunity;
- i) loss of goodwill;
- j) loss of reputation;
- k) loss of, damage to or corruption of data; or
- l) any indirect or consequential loss;

and such Liability is excluded whether it is foreseeable, known, foreseen or otherwise. For the avoidance of doubt, clauses 10.6(a) to 10.6(l) apply whether such losses are direct, indirect, consequential or otherwise.

10.7 Save as provided in clause 10.2:

a) our total Liability under any Contract shall in no circumstances exceed, in aggregate, a sum equal to the greater of: i) £100; or ii) 110% of the value of the relevant Contract under which the cause of action arises; and

b) our total Liability to you or any third party shall not in any other circumstances exceed, in aggregate, a sum equal to the greater of: i) £100; or ii) 110% of any aggregate amount paid by you to us in the 12 months preceding any cause of action arising.

10.8 The limitation of Liability under clause 10.7 has effect in relation both to any Liability expressly provided for under these Terms and Conditions and to any Liability arising by reason of the invalidity or unenforceability of any term of these Terms and Conditions.

10.9 In these Terms and Conditions:

a) **“Liability”** means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms and Conditions, including, without limitation, liability expressly provided for under these Terms and Conditions or arising by reason of the invalidity or unenforceability of any term of these Terms and Conditions (and for the purposes of this definition, all references to “these Terms and Conditions” shall be deemed to include any collateral contract); and

b) **“Breach of Duty”** means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

11. Guarantee and complaints management

11.1 We shall perform our obligations under these Terms and Conditions with reasonable skills and care.

11.2 We place great value on our customer satisfaction. You may contact us at any time using the contact details given in clause 1.1 of these Terms and Conditions. We will attempt to address your concerns as soon as reasonably possible and will contact you on receipt of any relevant enquiry or complaint. In guarantee cases, the manufacturer frequently must be involved, and as such it may take longer to resolve such an enquiry or complaint.

11.3 In the event of a complaint it will help us if you can describe the object of your complaint as accurately as possible and, where applicable, send us copies of the Order or at least the order number that we assign you in the Acknowledgement or Confirmation of Order. Should you not have received any reaction from us within five Business Days, please make further enquiries. In rare cases your emails may be caught up in our spam filters or not reach us, or correspondence that we send to you may otherwise not have reached you.

12. Data protection

Please see our [Privacy Policy](#) which forms part of these Terms and Conditions.

13. Circumstances beyond our control

13.1 We shall not be liable to you for any breach, hindrance or delay in the performance of a Contract attributable to any cause beyond our reasonable control, including without limitation any Act of God, actions of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or Internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("**Event of Force Majeure**"), regardless of whether the circumstances in question could have been foreseen.

13.2 Either you or we may terminate a Contract forthwith by written notice to the other in the event that the Event of Force Majeure lasts for a period of two Business Days or more, in which event neither you nor we shall be liable to the other by reason of such termination (other than for the refund of a Product already paid for by you and not delivered).

13.3 If we have contracted to provide identical or similar Products to more than one Customer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

14. Default, Winding Up

14.1 If you:

- a) are in breach of any or your obligations under a Contract; or
- b) give notice to any of your creditors that you have suspended or re about to suspend payment or if you shall be unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for your winding-up or an administration order is made or an administrator is appointed to manage your affairs, business and property or a receiver and/or manager or administrative receiver is appointed in respect of all or any of your assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or you take or suffer any similar or analogous action in consequence of debt in any jurisdiction;

we may terminate the applicable Contract immediately on giving notice in writing and retain any advance payment and you shall indemnify us against all claims, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from any such termination and all sums due to us from you shall become immediately payable.

14.2 Termination of a Contract shall be without prejudice to any accrued rights or remedies of either you or us. Termination of a Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

15. Notices

15.1 Any notice under a Contract shall be in writing and may be served by personal delivery or by pre-paid or recorded delivery letter or by email addressed to the relevant party at the address or email address of the relevant party last known to the other.

15.2 Any notice given by post shall be deemed to have been served two Business Days after the same has been posted if the recipient address is in the UK. Any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server. In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or despatched or a delivery report received.

16. Advertising on the Site

16.1 We shall use our reasonable endeavours to comply with any relevant regulations relating to the Site published by the Advertising Standards Authority.

17. General

17.1 We shall keep a record of your Order and these Terms and Conditions until six years after we have accepted your Order. However, for your future reference, we advise you to print and keep a copy of these Terms and Conditions, your Order, the Acknowledgement and the Confirmation of Order.

17.2 No failure or delay by us or you in exercising any right under these Terms and Conditions or a Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under these Terms and Conditions or a Contract.

17.3 If any clause in these Terms and Conditions or a Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as these Terms and Conditions or a Contract shall be capable of continuing in effect without the unenforceable term.

17.4 You shall not assign, transfer, novate, charge, sub-contract, create any trust over or deal in any other manner with these Terms and Conditions or a Contract or all or any of your rights or obligations under these Terms and Conditions or a Contract.

17.5 Nothing in these Terms and Conditions or a Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

17.6 No person who is not a party to these Terms and Conditions or a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied

on any such term or has indicated to any party to these Terms and Conditions or that Contract its assent to any such term.

17.7 These Terms and Conditions and a Contract (and all non-contractual obligations arising out of or connected to them) shall be governed and construed in accordance with English Law. Both we and you hereby submit to the non-exclusive jurisdiction of the English Courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.

18. Amendment to the General Business Terms and Conditions

We reserve the right to amend these Terms and Conditions at any time. All amendments to these Terms and Conditions will be posted on-line. However, continued use of the Site will be deemed to constitute acceptance of the new Terms and Conditions.

Version: March 2011

Terms of Use

1. This page (together with the documents referred to on it) tells you the terms of use (the “**Terms of Use**”) on which you may make use of our website www.zalando.co.uk (the “**Website**”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the Website. By using the Website, you indicate that you accept these Terms of Use and that you agree to abide by them. Your use of any part of the Website constitutes your acceptance of these Terms of Use which takes effect on the date on which you first use the Website. If you do not agree with these Terms of Use, you should cease using the Website immediately.

2. The Website is operated by Zalando AG (“we”), a company registered in Germany with the district court of Charlottenburg, Berlin under number HRB 154823 B whose registered office is Sonnenburger Str. 73, 10437 Berlin, Germany.

3. We reserve the right to change these Terms of Use at any time without notice to you by posting changes online. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the Website after changes are posted constitutes your acceptance of the amended Terms of Use.

4. You are responsible for all access to the Website through your Internet connection and for bringing these Terms of Use to the attention of all such persons.

5. You shall not in any way use the Website or submit to us or to the Website or to any user of the Website anything which in any respect:

- a) is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction;
- b) is fraudulent, criminal or unlawful;
- c) is inaccurate or out-of-date;

d) may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political;

e) impersonates any other person or body or misrepresents a relationship with any person or body;

f) may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trade mark rights and broadcasting rights) or privacy or other rights of us or any third party;

g) may be contrary to our interests;

h) is contrary to any specific rule or requirement that we stipulate on the Website in relation to a particular part of the Website or the Website generally; or

i) involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

6. You hereby grant to us an irrevocable, royalty-free, worldwide, assignable, sub-licensable licence to use any material which you submit to us or the Website for the purpose of use on the Website or for generally marketing (by any means and in any media) our services. You agree that you waive your moral rights to be identified as the author and we may modify your submission.

7. Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

8. You agree to comply at all times with any instructions for use of the Website which we make from time to time.

Availability of the Website, Security and Accuracy

9. Whilst we endeavour to make the Website available 24 hours a day, we cannot be liable if for any reason the Website is unavailable for any time or for any period. We make no warranty that your access to the Website will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.

10. Access to the Website may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the Website for any reason. If we impose restrictions on you personally, you must not attempt to use the Website under any other name or user.

11. We do not warrant that the Website will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may

affect, any computer equipment, software, data or other property as a result of your access to or use of the Website or your obtaining any material from, or as a result of using, the Website. We shall also not be liable for the actions of third parties.

12. We may change or update the Website and anything described in it without notice to you.

13. Whilst we endeavour to ensure that information and materials on the Website are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation which we may have under any contract that we may have with you to provide you with services, including any obligation that we may have under that contract to provide you with accurate information and advice, and which we may do through a secure part of the Website available to people who use the appropriate password.

14. The material contained on the Website is provided for information purposes only and it shall not give rise to any commitment or obligation by us. Any information on the Website shall not constitute any part of an offer or contract.

Registration for the Service

15. If you would like to submit an order to the Website to purchase one of the products listed on the Website, you will need to register for an account on the Website (an “**Account**”) which you will be able to access on the Website through the “My User Account” part of the Website. To register you need to supply us with your name, postcode and email address and possibly some other personal information. See our [Privacy Policy](#) for more details about this.

16. Once you register with the Website, you will be asked to create a username for, and allocate a password to, your Account. You must keep the password confidential and immediately notify us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of your email address or your Account or any breach of security known to you. You agree that any person to whom your user name or password is disclosed is authorised to act as your agent for the purposes of using (and/or transacting via) your Account. Please note that you are entirely responsible if you do not maintain the confidentiality of your password.

17. You must be registered with a valid personal email address that you access regularly, so that, among other things, administration emails can be sent to you. Any Accounts which have been registered with someone else's email address or with temporary email addresses may be closed without notice. We may require you to validate Accounts at registration or if we believe you have been using an invalid email address.

18. We reserve the right to close your Account if a non-UK user pretends to be a UK user, or disrupts the Website in any way.

19. When you register for an Account, and whenever you log on to your Account thereafter, you have the option to sign up to receive, and to opt out of receiving, information emails (such as newsletters, information on offers etc). You are able to unsubscribe from such information emails at any time by logging in to your Account.

20. Although we save the information relating to any order that you submit to the Website to purchase one of the products listed on the Website, you will be unable to directly retrieve this information for security reasons. You may access this information by logging in to your Account. You will be able to view information relating to your completed, open or recently dispatched orders and manage and save your address information, any bank details and any newsletter to which you may have subscribed.

Our liability

21. We accept liability for death or personal injury caused by our negligence, or for our fraudulent misrepresentation or for any liability that we cannot exclude or limit at law.

22. To the extent possible by law and subject to paragraph 22 above, in all cases other than in respect of services that we provide for a specific consumer (which shall be governed by its own contractual terms and terms of engagement), to the extent permitted by law:

a) our total Liability to you or any third party shall in no circumstances exceed, in aggregate, a sum equal to the greater of: i) £100; or ii) 110% of any aggregate amount paid by you to us in the 12 months preceding any cause of action arising; and

b) we shall not have any liability (whether in contract, tort, negligence, misrepresentation, restitution or under any legal head of liability) in relation to your use or inability to use or delay in use of the Website or any material in it or accessible from it or from any action or decision taken as a result of using the Website or any such material for any: (a) indirect or consequential losses, damages, costs or expenses; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of use of money; (e) loss of anticipated savings; (f) loss of revenue; (g) loss of goodwill; (h) loss of reputation; (i) loss of business; (j) loss of operation time; (k) loss of opportunity; or (l) loss of, damage to or corruption of, data; whether or not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses. For the avoidance of doubt, (b) to (l) apply whether such losses are direct, indirect, consequential or otherwise.

23. If you enter into a contract with us by submitting an order for a product through the Website which is accepted by us in accordance with our [Terms and Conditions](#), the relevant provisions of those [Terms and Conditions](#) relating to the our liability and its limitation in relation to such a contract shall replace the limitation of liability provisions in clause 22.a above.

Trade Marks

24. The Zalando names and logos and all related names, design marks and slogans are the trade marks or service marks of us or our licensors.

Intellectual Property Rights

25. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

26. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on the Website.

27. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

28. You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

29. If you print off, copy or download any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Information about you and your visits to the Website

30. We process information about you in accordance with our [Privacy Policy](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through the Website

31. Contracts for the supply of products formed through the Website or as a result of visits made by you are governed by our [Terms and Conditions](#).

Third Party Websites

32. We have no control over and accept no responsibility for the content of any site to which a link from the Website exists (unless we are the provider of those linked sites). Such linked sites are provided “as is” for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party site to which the Website provides a link.

33. You must not without our permission frame any of the Website onto your own or another person’s website.

34. We hereby grant to you a revocable, non-exclusive, royalty-free right to provide a link from your website to the home page of the Website, provided that you do so in a fair and legal way without damaging our reputation or taking advantage of it. In particular:

a) you shall not make any warranties or representations about us, our services or our policies except with our prior express authorisation;

b) you shall not say anything that is false, misleading, derogatory or offensive about us or our services or policies; and

c) you shall not suggest expressly or impliedly that we have endorsed your site or are associated with it where this is not the case.

Severability

35. If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

English law and jurisdiction

36. These Terms of Use and your use of the Website (and all non-contractual relationships arising out of or connected to it or them) shall be governed by and construed in accordance with English law. You submit to the exclusive jurisdiction of the English courts to settle any dispute which may arise under these Terms of Use.