WWW.MASSIMODUTTI.COM TERMS AND CONDITIONS OF USE AND PURCHASE

1. INTRODUCTION.

This document (together with all the documents to which it refers) establishes the terms and conditions of use for this website (www.massimodutti.com) and its App (hereinafter and jointly, the Platforms) and the purchase of products on them (hereinafter, the "Terms and Conditions").

You are advised to read these Terms and Conditions carefully as well as our Cookies Policy and our Privacy Policy (jointly, the “Data Protection Policies”) before using the Platforms. You must respect all rules that govern the use of the Platforms. Before placing an order, you must accept these Terms and Conditions, and read the information contained in our Privacy Policy, as you will be bound by them. If you do not agree with all the Terms and Conditions, you must not use the Platforms.

If you have any queries regarding the Conditions or Data Protection Policies, you can contact us via our contact form. The contract may be formalised, at your choice, in any of the languages in which the Conditions are available on the Platforms.

2. OUR INFORMATION

Products are sold on the Platforms under the name MASSIMO DUTTI by GRUPO MASSIMO DUTTI, S.A., a Spanish company with the business address Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered in the Company Register of A Coruña in Volume 1,762, General Section, Folio 211, Page C-15,800, and with Tax ID number A78115201, telephone number 900 456 000 and email contact.es@massimodutti.comcontact.es@massimodutti.comcontact@massimodutti.com.

3. YOUR DETAILS AND VISITING THE PLATFORMS

The personal information or data you provide about yourself will be processed as established in the Data Protection Policies. All information or details you provide when using the Platforms must be true and accurate.

4. USE OF OUR PLATFORMS

By using our platforms and placing orders on them, you agree to:

1. Use the Platforms for legally valid consultations or orders only.
2. Not place any false or fraudulent orders. If we can reasonably assume that an order of this kind has been made, we shall be authorised to cancel the order and inform the relevant authorities.
3. Provide your email address, postal address and/or other contact information truthfully and correctly. We may also use this information to contact you if necessary (see our Privacy Policy). If you do not provide us with all the information we require, we will not be able to process your order. When placing an order through our Platforms, you

declare that you are over 18 years of age and have the legal capacity to enter into contracts.

5. SERVICE AVAILABILITY

The items offered through our Platforms are only available for shipping in Spanish territory.

If you wish to place an order from another market on our Platforms, you may of course do so; however, please note that we only deliver to MASSIMO DUTTI stores in Spain or to a shipping address in Spanish territory.

Notwithstanding the foregoing, please note that orders placed on https://www.massimodutti.com/ic/ will only enable delivery (either at home or in store) within the Canary Islands, and not in the Iberian Peninsula. In turn, orders placed on https://www.massimodutti.com/es/ will only enable delivery (either at home or in store), within the Iberian Peninsula, and not in the Canary Islands.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchase procedure and click on "Authorise Payment". You will then receive an email acknowledging receipt of your order (the "Order Confirmation"). We will also inform you by email when your order is being delivered (the "Shipping Confirmation"). An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the “electronic receipt”).

7. TECHNICAL MEANS TO CORRECT ERRORS

If you see that an error was made in entering your personal information when registering as a user of our Platforms, you can modify said information in the “My Account” section.

In any event, to correct personal data provided during purchase please contact customer service at telephone number 900 456 000 or email address contact.es@massimodutti.comcontact.es@massimodutti.comcontact@massimodutti.com, and exercise your right to amendment in accordance with the provisions of our Privacy Policy. Our Platforms display confirmation windows in several sections of the purchase process that do not allow you to continue with your order if the data in these sections has not been entered correctly. Furthermore, our Platforms provide details on all of the items you have added to your basket during the purchase process, so that you can modify your order before making the payment.

If you notice an error in your order after the payment has been processed, please contact customer service immediately via the abovementioned telephone number or email address in order to correct the error.

8. AVAILABILITY OF PRODUCTS

All orders are subject to product availability. If problems should arise in supplying the products or if items are out of stock, we will refund the paid amount.

9. DELIVERY

Before placing the order, you shall select the delivery method that best suits your needs. Unless we agree otherwise, we shall send you the order consisting of the product(s) listed in each Shipping Confirmation without any undue delay and no later than within 30 calendar days of the date of the Order Confirmation. Please take into consideration that there are circumstances arising from customisation of the products or unexpected or extraordinary circumstances that may affect the delivery date. If, for some reason, we are not able to comply with the delivery date, we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid. Please remember that, except in exceptional cases, we do not home deliver on Saturdays or Sundays except in the case of the e-gift card, which will be delivered on the date indicated by you. For the purposes of these Terms and Conditions, it will be understood that the “delivery” has taken place or that the order has been “delivered” at the time you or a third party indicated by you acquires material possession of the products, signing to confirm receipt of the purchase at the agreed delivery address. The e-gift card will be understood to have been delivered as established in the Gift Card Terms and Conditions of Use, and in any case, on the date it was sent to the email address indicated.

10. UNABLE TO DELIVER

If we are unable to deliver your order to you, we will try to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. If you are not going to be at the delivery location at the time of delivery, please contact us to arrange for the delivery to be made another day. If 15 days have elapsed since your order became available for delivery and the order has not been delivered for reasons not attributable to us, we will understand if you wish to cancel the contract and we will consider it terminated. Following the termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional charges resulting from your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and, in any case, in a maximum of 14 days from the date we consider the contract to be terminated. Please note that the transport arising from the termination may incur an additional cost, and we will therefore have the right to charge you for the corresponding costs. This clause will not be applicable to the e-gift card, the delivery of which will be governed by the Terms and Conditions for Use of the Gift Card and the provisions of Clause 9 above.

11. INSTANT DELIVERY

If you chose store delivery using our "Instant Delivery" service, your order may be delivered before the time period indicated on our Platform. Please bear in mind that this service cannot be selected when you place your order and is subject to availability and other factors. Once your “Instant Delivery” order has been prepared, we will contact you to inform you that your

order is available to be picked up. You may pick up your order personally at the store you have selected for pick-up (you need to bring the order number and ID) or you can designate another person to pick up the order in your name. In this case, the person designated to pick up the order should present the order number along with appropriate ID.

12. TRANSFER OF RISK AND PROPERTY

Product risks shall be your responsibility from the moment of delivery. You will acquire ownership of the products when we receive payment in full for all amounts owed in relation to said products, including shipping costs, or at the time of delivery (according to the definition in clause 9 above) if the delivery takes place subsequently.

13. PRICE AND PAYMENT

The prices on our Platforms include VAT (when this tax applies), but exclude shipping fees, which will be added to the total amount due as indicated in our Shopping - Delivery Guide. Prices may change at any time, but any such changes will not affect orders for which the Order Confirmation has already been sent. Once you have selected all of the items that you wish to purchase, these items will have been added to your basket and the next step will be to process the order and make the payment. To do this, you should follow the steps of the purchasing process, filling out or verifying the information that is requested in each step. Additionally, during the purchase process, you will be able to modify the details of your order before making the payment. You may refer to a detailed description of the purchasing process in the Shopping Guide. Furthermore, if you are a registered user, a list of all the orders you have placed is available in the My Account section. For your payment method you may use Visa, Mastercard, American Express, Affinity Card, PayPal and Bizum (subject to the availability and operation of each bank and its App). You can also pay for all or part of your purchase with a gift card or an e-voucher issued by Fashion Retail, S.A. We inform you that Fashion Retail, S.A. with registered address at Avenida de la Diputación, Edificio Inditex, A Coruña (Spain), registered in the Commercial Registry of A Coruña, Vol. 3425, Page 49, C-47731, and with Tax Identification Number A-70301981, will conduct all charges and, where applicable, refunds relating to payments through our Platforms, on behalf of GRUPO MASSIMO DUTTI, S.A. If you place an order using one of the electronic devices available at some MASSIMO DUTTI stores in Spain, at some locations, you can also pay using any of the payment methods available at those stores. To minimise the risk of unauthorised access, your credit card data will be encrypted. By clicking on “Authorise Payment”, you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or voucher. Credit cards are subject to verification and authorisation by the issuing entities. However, if the entity does not authorise the payment, we will not be held liable for any delay or failure to deliver, and we will be unable to formalise any contract with you.

14. PURCHASE AS A GUEST

If you place an order using the electronic devices available in certain MASSIMO DUTTI stores, the website also allows you to purchase using the guest purchase feature. In this purchase mode, you will be asked only for the basic information needed to process your order. After the purchase process is complete, you will be given the option of registering as a user or continuing as a non-registered user.

15. EXPRESS CHECKOUT

You can use the quick purchase option (hereinafter, "Quick Purchase") to shop on the Platforms more easily, without having to enter your shipping, invoice and payment information for each purchase. Quick Purchase is available in the Shopping Basket section. To use Quick Purchase, you must save your credit card information. You can do this when paying with any of the cards accepted on the Platforms, marking the option "save my card information". This involves storing the following card information: card number, cardholder name as it appears on the card and card expiry date. To save your card information and use Quick Purchase, you must accept the current Terms and Conditions and the processing of your personal data set forth in the Privacy Policy. By accepting the use of Quick Purchase, you authorise payment for the purchases you make using the tool to be charged to the card associated with the tool. In any case, the use of your card will be governed by the terms and conditions you have agreed to with the issuer of your card. You can save the details of as many cards as you wish in Quick Purchase; to do this you must make at least one payment with each card. If you want to save the information of more than one card, the card whose information you saved most recently will be considered your "Favourite Card", and used by default for purchases made using Quick Purchase. However, you can change your Favourite Card in the "My Account" section of the website. To use Quick Purchase, simply click on the "Quick Purchase" button that will appear on the Shopping Basket page. A page will immediately appear with the shipping, invoicing and payment information of your purchase. The information available on this page cannot be edited, so if any detail is not correct, do not finalise the purchase. To shop using other information, please do not use Quick Purchase. You can change the Favourite Card associated with Quick Purchase in the My Account section on the website. The provisions of this clause will not be applicable if you are making a purchase as a guest.

16. PERSONAL TAILORING

The website contains a specific Personal Tailoring section where, in addition to presenting information regarding the service, you can also find information relating to the products purchased with Personal Tailoring and, in the event you have already purchased a Personal Tailoring shirt in any of the MASSIMO DUTTI stores in Spain, you will be able to make new purchases of “made-to-measure” Personal Tailoring shirts on the website www.massimodutti.com, or at the MASSIMO DUTTI stores in Spain that sell Personal Tailoring garments. Likewise, and in compliance with the terms and conditions of use in the corresponding section, you can manage Personal Tailoring appointments on the website for any of the MASSIMO DUTTI stores in Spain where Personal Tailoring is available.

17. CUSTOMISED PRODUCTS

The Platforms allow you to customise certain products by inserting texts and characters that you may choose from the available options for each product. Customisable products are indicated as such. The Shopping Guide provides further information regarding this option. Please bear in mind that, due to technical issues or other matters beyond our control, the colours, textures and actual sizes may differ to those shown on screen. Please also be aware that because these are customised garments, they cannot be returned or exchanged. You guarantee that you are authorised to use the texts and other elements that form part of the customisation of the products. Although we reserve the right to refuse your customisation or cancel orders for customised products due to failure to comply with these conditions, you will be solely responsible for the customisation requested. We may refuse your customisation or cancel orders for customised products if the customisation includes or consists of inappropriate content, property belonging to third parties, or other illicit material. We assume no responsibility for and we undertake no obligation to verify the texts or other elements included in the customisation created by users of this service. We do not guarantee the lawfulness of said texts or other elements and we therefore take no responsibility for any loss and/or damage arising for any user(s) and/or third parties (whether these are individuals, or public or private bodies) directly or indirectly derived from the use of the customisation or that have any direct or indirect relation to the customisation and/or its products.

18. MASSIMO DUTTI FEEL BENEFITS

If you are a registered user and act in your capacity as a consumer, you may have access to discounts, advantages, benefits, incentives and other exclusive opportunities (hereinafter, "Massimo Dutti Feel Benefits") both on our website and App and in our physical stores (with the exception of Massimo Dutti For & From stores, outlets that do not have their own permanent sales outlet and factories). The Massimo Dutti Feel Benefits will be communicated from time to time in accordance with the legislation in force and will be applicable under the conditions governing each of the Massimo Dutti Feel Benefits (hereinafter, "Specific Terms") which will be duly announced. In this regard, these Terms and Conditions of Use and Purchase shall be complemented by the Specific Terms for each of the Massimo Dutti Feel Benefits.

19. VALUE-ADDED TAX AND BILLING

In accordance with the provisions of article 68 of Law 37/1992, of 28 December, on the Value Added Tax, the delivery of the items will be understood to be in Spanish VAT-applicable territory if the delivery address is in Spanish territory, except the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be the legally applicable rate at the time, depending on the specific item. VAT is not charged on deliveries to the Canary Islands, Ceuta and Melilla in accordance with Article 21 of Law 37/1992, without prejudice to the application of taxes and duties in accordance with the regulations of each of these territories. You expressly authorise us to issue the invoice in electronic format. However, at any time you can request a hard copy of your invoice, in which case we will issue and send you the invoice on paper.

20. RETURN POLICY

20.1 Legal right to withdraw the purchase

Right to cancellation

If you are entering into a contract as a consumer and user, you have the right to withdraw from the contract within 14 calendar days without giving any reason. The withdrawal period will expire after 14 calendar days from when you or a third party designated by you, other than the courier, came into material possession of the goods or if the goods that make up your order are delivered separately, within 14 calendar days from when you or a third party designated by you, other than the courier, came into material possession of the last item of the goods. To exercise your right of withdrawal, you must contact us at MASSIMO DUTTI, by writing to: Pol. industrial INDITEX. Camino de Tordera a Palafolls S/N. Km.0.6 08490 Tordera. (Barcelona), by calling 900 456 000, sending an email to contact.es@massimodutti.comcontact.es@massimodutti.comcontact@massimodutti.com or by using our contact form, including your decision to cancel the contract through a clear written statement (for example, a mailed letter or email). You may use the attached example withdrawal form that is included as an Appendix to these Terms and Conditions, however it is not obligatory. In order to comply with the withdrawal deadline, you need only communicate that you are exercising this right within the stipulated time period.

Effects of withdrawing

If you should withdraw, we will refund all payments, including shipping expenses to the initial address (except additional expenses if you have chosen a form of delivery other than the less expensive ordinary delivery we offer), with no undue delay and, in any case, no later than 14 calendar days after the date you inform us of your decision to withdraw from this contract. We will make the reimbursement using the same payment method used for the initial transaction. You will not incur any fees as a result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the returned goods or you have presented proof of having returned the goods, depending on which condition is met first. You should return the products directly at any one of the MASSIMO DUTTI stores in Spain, or by requesting the return via messenger/Courier (regardless of the shipping method selected) or at one of the authorised Correos delivery points in Spain using the return label we sent with your request or by sending the products to NAVE MASSIMO DUTTI, Pol. industrial INDITEX. Camino de Tordera a Palafolls S/N. Km.0.6 08490 Tordera. (Barcelona), without undue delay and in any event no later than 14 calendar days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you return the goods before the time period specified has expired. Unless the goods are returned to a MASSIMO DUTTI store in Spain, or at one of the authorised Correos delivery points in Spain, you must bear the cost of returning the goods. In this last case, remember that you must deliver, along with the products, a printed copy of the electronic receipt that you will have received with the Shipping Confirmation. You will only be responsible for a reduction in value of the goods resulting from handling them in a way other than that needed to establish their nature, characteristics and functionality.

20.2 Contractual right of withdrawal.

In addition to the legally recognised consumer and user right to withdraw, mentioned in Clause 19.1 above, we grant you a period of 30 days from the date of the Shipping Confirmation to return the products (except those mentioned in Clause 19.3 below, excluded from the right to withdraw). Gift card returns are subject to the Gift Card Terms and Conditions of Use. In the event of products returned within the contractual time frame of the right of withdrawal, but once the legal time frame has expired, only the price paid for the products will be reimbursed. You will bear the direct costs of returning the product if they are not returned to a MASSIMO DUTTI store in Spain or via the Correos delivery points set up in Spain. You can exercise your right of withdrawal according to Clause 19.1 above even if you notify us of your intention to withdraw from the contract after the legal withdrawal period has ended. In any case you will need to deliver the goods to us within 30 days from the Shipping Confirmation of the products.

20.3 Common provisions

You will not have the right to withdraw from a contract whose purpose is to supply one of the following products:

* Personalized items.
* Music CDs/DVDs whose original wrapping has been removed.
* Goods pre-sealed for hygiene reasons which have been opened after delivery.

Your right to withdraw from the contract will apply only to products returned in the same condition as when you received them. Reimbursement will not be made if the product has been used to a greater extent than simply handling the item upon opening it, for products that are not in the same condition in which you received them or if the items have suffered any type of damage, and as such you should be careful with the item or items as long as they are in your possession. Please return the item using or including all its original packaging, instructions and other accompanying documents. You can make a return to any one of the MASSIMO DUTTI stores in Spain or via the messenger/Courier service that we will send to your home address or in one of the authorised Correos delivery points in Spain as described below.

- Returns to MASSIMO DUTTI stores. You may return products to any of our MASSIMO DUTTI stores in Spain that contain the same section of goods that you wish to return. In this case, you can go to any of these stores and bring the item and the e-receipt that you will have received along with the Shipping Confirmation, which is also available in your account on the Platforms. You can show the electronic receipt digitally on the screen of your mobile device or by printing it and bringing it to the store.

- Returns via messenger/Courier. You must contact us through our return request system so that we can arrange the collection from your home. The goods must be delivered in the same packaging in which they were received, following the instructions that you will find in the “RETURNS” section on the Platforms. If you made a purchase as a guest, you may request returns through messenger service/Courier, by calling 900 456 000. Bear in mind that you can request a return via messenger/Courier regardless of the type of

shipping method selected upon completing your order. In addition, please note that if you make a return through a messenger/courier organised by us, you must bear the direct cost of the return.

- Returns via authorised Correos delivery points in Spain.

You may return products to one of the authorised Correos delivery points in Spain. In order to do so, you must request a return on the Platforms, in 'Drop point' under 'Orders and Returns' in 'My account', and we will subsequently send you an email with a return label that you must stick to the return package so you can leave it at your local post office. You should leave the item in the same package in which you received it and follow the instructions in the "Orders and Returns" area of the "My account" section of the Platforms or in the email you receive. If you have made a purchase as a guest, you may request a return to one of the authorised delivery points in Spain using the link sent to you with your Delivery Confirmation. After verification, you will receive an email with a label that you should stick to the package, taking it to any of the referenced authorised points.

If you prefer not to return the products using one of the available free options, you will be responsible for any return costs. In this last case, remember that you must deliver, along with the products, a printed copy of the electronic receipt that you will have received with the Shipping Confirmation. Please note that if you decide to return the items using unpaid postage, we will be authorised to charge you for any costs we may incur.

After examining the item, we will inform you whether you are entitled to a refund for the amount paid. Delivery costs will only be reimbursed when the right of withdrawal is exercised within the legal time frame and all items included in the order in question 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 withdraw. However, we may withhold reimbursement until we have received the returned goods or you have presented proof of having returned the goods, depending on which condition is met first. The refund will always be paid using the same payment method used to pay for your purchase, except when the return is made using a gift receipt. In this last case, the refund will be paid through a MASSIMO DUTTI card or voucher receipt.

You shall bear the costs and risks when returning the products, as was previously noted. If you have any questions, you can contact us on our contact form or by ringing 900 456 000.

Returns on orders made using the electronic devices available in certain MASSIMO DUTTI stores in Spain, and paid for at the store's till, must always be made in MASSIMO DUTTI stores in Spain. Should you withdraw, we will refund all payments received from you using the same payment method used for the initial transaction.

20.4 Returns in the Canary Islands, Ceuta and Melilla

If you wish to exchange or return a product delivered in the Canary Islands, Ceuta or Melilla, you may do so in person at any MASSIMO DUTTI store, via the messenger/Courier service that we will send to your home (regardless of the shipping method selected) or at one of the authorised Correos delivery points in Spain, according to the provisions of this.

20.5 Returning faulty products

In cases where you consider at the time of delivery that the product does not conform to the stipulations of the contract, you should contact us immediately using our contact form, providing the details of the product as well as the damage it has suffered, or by calling the telephone number 900 456 000, where we will tell you how to proceed. The product may be returned by bringing it to any of our MASSIMO DUTTI stores in Spain, by giving it to the messenger we send to your home, by bringing it to one of the authorised Correos delivery points in Spain or by sending the item to the address indicated previously. We will examine the returned product thoroughly and inform you by email within a reasonable period whether it can be returned or replaced (where appropriate). The return will be processed or the item will be replaced as soon as possible and, in all cases, within 14 days of the date on which we send you the email confirming that the item can be returned or replaced.

The amounts paid for products returned due to a faulty or defective nature will be reimbursed in full when the items are determined to be truly defective, including shipping fees incurred for delivering the item and the costs that you have incurred to return it to us. The refund shall always be made via the same payment method you used to complete the purchase, except when a gift receipt is presented for the return. In this last case, the refund will be paid through a MASSIMO DUTTI card or voucher receipt. All rights recognised in current legislation shall apply.

20.6 Right of withdrawal and returning orders from abroad.

If you have placed an order through our Platforms from a Member State of the European Union other than Spain, clauses 19.1, 19.2, 19.3 and 19.4 above will apply with the restriction that the return through a courier organised by us can only be made from the original delivery address in Spain.

Likewise, we inform you that under no circumstances (with the exception of the provisions of clause 19.5 to which this clause, 19.6, does not apply) will we be obliged to reimburse you shipping costs other than those incurred to the original delivery in Spain, or return costs from a destination outside of Spanish territory.

21. GUARANTEES

If you contract as a consumer and user, you have a right to corrective remedies, free of charge, in the case of non-conformity of the goods. We offer warranty for the products marketed through this website, in the terms legally established for each type of product, responding,

therefore, for the lack of conformity of the product manifested within a period of three years 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 the Platforms, (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 from the same type of product. In this respect, if any of the products do not conform with the contract, you should bring it to our attention by following the process detailed in the aforementioned section 19.5 and through any of the communication methods destined for this purpose.

The products we sell, especially crafted products, may sometimes present characteristics typical of the natural materials used for their manufacturing. These characteristics, such as variations in grain, texture, knots or colour, shall not be considered defects or flaws. On the contrary, they should be regarded as necessary and desirable. We select only products of the highest quality, but natural variations are unavoidable and should be accepted as part of the individual appearance of the product.

Our commercial guarantee will not affect your rights under applicable legislation.

22. LIABILITY AND EXEMPTION FROM LIABILITY

Unless expressly indicated otherwise in these Terms and Conditions, our liability in relation to any product acquired on our Platforms is strictly limited to the purchase price of this product.

However, unless there is a legal ruling to the contrary, we will not accept any liability for the following losses, regardless of their origin:

* loss of income or sales;
* loss of business;
* loss of profits or loss of contracts;
* loss of anticipated savings;
* loss of data;
* loss of management time or office hours.

Due to the open nature of the Platforms and the possibility of errors occurring in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained through the Platforms, unless it is otherwise expressly established therein.

23. INDUSTRIAL AND INTELLECTUAL PROPERTY

You recognise and agree that all copyrights, registered trademarks and other industrial and intellectual property rights over the material or content provided as part of the Platforms belong to us or to the owners who have granted us a licence for its use. You may only use this

material as expressly authorised by us or whoever has granted us a licence for its use. This will not prevent you from using the Platforms as needed to copy information regarding your order or contact information.

24. VIRUSES, PIRACY AND OTHER CYBERATTACKS

You may not make undue use of the Platforms by intentionally introducing viruses, trojans, worms, logic bombs, or any other technologically damaging or harmful program or material. You may not try to gain unauthorised access to the Platforms, the server on which said page is hosted, or any server, computer or database related to our Platforms. You undertake to not attack the Platforms through a denial-of-service attack or a distributed denial-of-service attack. Breaching this clause may lead to offences as described in applicable legislation.
We will inform the competent authorities of any breach of this norm and will cooperate with them to discover the attacker's identity.

Additionally, anyone in breach of this clause will immediately no longer be authorised to use the Platforms. We shall not be liable for any damages or loss resulting from a denial-of-service attack, virus or any other program or technologically damaging material that may affect your computer, computer equipment, data or materials as a result of using the Platforms or downloading content from them or from sites to which they redirect.

25. LINKS FROM OUR PLATFORMS

In the event that our Platforms contain links to other websites and third-party material, these links are facilitated for solely informative purposes, and we do not have any control over the content of these websites or materials. Therefore, we accept no liability for any damage or loss resulting from their use.

26. WRITTEN COMMUNICATION

Applicable regulations require that we send some information or communications to you in writing. By using the Platforms, you accept that most of our communications with you will be electronic. We shall contact you by email or provide you with information by uploading notices on the Platforms. For contractual purposes, you consent to using this electronic means of communication and you recognise that all contracts, notices, information, and other communications we send to you electronically comply with the legal requirement that they are in writing. This does not affect your legal rights.

27. NOTICES

The notices you send us should preferably be sent by means of our contact form. In accordance with the above Clause 25 and unless otherwise stipulated, we may send you communications either to your email address or to the postal address provided when you place an order. The notices will be understood to have been received and to have been issued correctly as soon as they are published on our Platforms, 24 hours after sending you an email or three days after the postmarked date of any letter. To prove that a notice has been issued, it will be sufficient

to prove, in the case of a letter, that it bore the correct address and correct stamp and was posted in a post office or postbox, and in the case of an email, that it was sent to the email address specified by the recipient.

28. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The contract is binding both for you and for us, as well as for our respective successors and assignees. You may not transmit, cede, pledge or in any other way transfer a contract or any of the rights or obligations arising from it without previously obtaining our written consent. We may transmit, cede, pledge, subcontract or in any other way transfer a contract or any of the rights or obligations arising from it at any time during the lifetime of the contract. To avoid any ambiguity, such transmissions, cessions, pledges or other transfers will not affect any of your legally recognised rights as a consumer, nor will they cancel, reduce or limit in any other way any explicit or tacit guarantees we may have given you.

29. EVENTS BEYOND OUR CONTROL

We will accept no liability for any failure to comply or delay in complying with any contractual obligations if this should be due to events beyond our reasonable control ("Force Majeure"). Force Majeure includes any action, event, failure to act, omission or accident that is beyond our reasonable control, including but not limited to:

1. Strikes, lock-outs or other industrial action.
2. Civil unrest, revolt, invasion, terrorist attack or threat, war (declared or not) or war preparation or threat.
3. Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.
4. Impossibility of use of trains, boats, planes, motor vehicles or other means of transport, whether public or private.
5. Impossibility of use of public or private telecommunications systems.
6. Acts, decrees, legislation, regulations or restrictions by any government or public authority.

Our obligations will be understood to be suspended while the Force Majeure Event is happening, and we will be allowed to extend the time in which our obligations must be fulfilled by a period as long as the duration of the Force Majeure Event. We will use all reasonable means to bring the Force Majeure Event to an end or find a solution that will enable us to fulfil our obligations despite the Force Majeure Event.

30. WAIVER

If we do not require you to comply strictly with your obligations arising from a contract or from these Terms and Conditions, or if we do not exercise the rights or take the actions to which we are entitled by virtue of such a contract or these Terms and Conditions, this shall not mean that we waive or limit such rights or actions, nor shall it exempt you from complying with such obligations. If we waive a specific right or action, this will not imply that we waive any other rights or actions arising from a contract or these Terms and Conditions. No waiver by us of any

of these Terms and Conditions or to the rights or actions derived from a contract will take effect unless expressly stipulated that it is a waiver of rights and it is formalised and communicated to you in writing pursuant to the provisions of the Notices section above.

31. PARTIAL ANNULMENT

Should any of these Conditions or any provision of a contract be declared null and void by a final decision issued by the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by this declaration of nullity.

32. FULL AGREEMENT

These Terms and Conditions and any document that is expressly referenced herein constitute the full agreement between you and us with regard to the purpose thereof and they replace any other prior pact, agreement or promise made between you and us, whether verbally or in writing. We both recognise that we have entered into a contract without relying on any statement or promise made by the other party or which could be inferred from any statement or written text in the negotiations between both parties before the contract, except for that explicitly mentioned in these Terms and Conditions. Neither party will be entitled to any action regarding any untrue verbal or written statement by the other party before the date of a contract (unless the untrue statement was made fraudulently) and the only action to which the other party will be entitled will be for a breach of the contract, as established in these Terms and Conditions.

33. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions. Any changes introduced will not be retroactive. If you do not agree with the changes made, we recommend you do not use our Platforms.

34. APPLICABLE LEGISLATION AND JURISDICTION

The use of our Platforms and contracts for purchasing products through said Platforms shall be governed by Spanish legislation. Any dispute that arises because of or is related to the use of the Platforms or with said contracts will be subject to the non-exclusive jurisdiction of the Spanish courts. If you are entering into the contract as a consumer, this clause shall not affect the rights applicable to you under current legislation.

35. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

We welcome your comments and suggestions. 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 Terms and Conditions. We also have official complaint forms available to consumers and users. You can request these by calling 900 456 000 or via of our contact form.

Your complaints and claims made to our customer service department will be attended to as soon as possible and, in any event, within a maximum period of one month. Additionally, they will be registered with an ID code that we will make available to you so that you can follow up.

If you, as a consumer, believe that your rights have been violated, you can direct your complaints to us by writing to the email address contact.es@massimodutti.comcontact.es@massimodutti.comcontact@massimodutti.com, where you can request an alternative resolution to the dispute.

In this regard, if the acquisition between you and us was carried out online using our Platforms, in accordance with EU Regulation No. 524/2013, we hereby inform you that you are entitled to request an extrajudicial dispute settlement as a consumer through the website http://ec.europa.eu/consumers/odr/.

Last modified: 13 May 2024

Cancellation form template

(Only fill in and send this form if you wish to cancel the contract)

To Massimo Dutti Group, S.A. acting under the trade name Massimo Dutti,
Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona,
contact.es@massimodutti.comcontact.es@massimodutti.comcontact@massimodutti.com

I hereby inform you that I cancel my sales contract for the following item:

Ordered/received (*):
Customer name:
Customer address:
Customer signature (only if this form is in paper format) Date:
(*) Cross out any which are not applicable

TERMS AND CONDITIONS OF THE MASSIMO DUTTI APP AND ITS FUNCTIONALITIES

These Terms and Conditions (hereinafter, the "Terms and Conditions") regulate, specifically and in addition to the Conditions of Use and Purchase for www.massimodutti.com the access and use of the services available on the MASSIMO DUTTI branded App (the "App"), as well as the different functionalities, all of which are accessible through the App, and some of them, independently, through other platforms (the "Functionalities").

Functionalities include: (i) the option of purchasing products through the App whereas these are considered to be Online Store purchases and, therefore, subject to the Conditions of Use and Purchase for www.massimodutti.com; (ii) the option of managing payments for purchases (hereinafter, "Wallet") made in the physical MASSIMO DUTTI stores (hereinafter, and depending on the corresponding reference, the "Physical Store" or the "Physical Stores"); (iii) the management of receipts for purchases made in MASSIMO DUTTI's online stores (hereinafter, the "Online Store") and,

when requested, receipts for purchases made in the Physical Stores, and that both are operated in Spain by the company GRUPO MASSIMO DUTTI, S.A., with its registered office at Avenida de la Diputación, Edificio Inditex, and tax identification number A-78115201; (iv) as well as the option of obtaining the electronic receipt or electronic proof of purchase (the "Electronic Receipt"), by previously selecting the "Electronic Receipt" option in the App, and showing the identifying QR code (the "QR ID") in MASSIMO DUTTI physical stores. For each transaction, you can choose to receive the Electronic Receipt instead of the paper receipt.

1. OVERVIEW OF FUNCTIONALITIES

1.1. Purchase of products on www.massimodutti.com via the APP

The App allows customers to purchase products on www.massimodutti.com, therefore the purchase is considered an Online Store purchase and is subject to the Terms and Conditions of Use and Purchase of www.massimodutti.com. The customer must accept said terms at the moment of purchase.

1.2. Wallet Feature

The Wallet feature provides the following functions:

i. **Access to electronic receipts** related to your purchases in Physical Stores in cases where you initiate the payment using Wallet or have requested or generated these as indicated in sections 1.4 and 1.5. You will also have access to e-receipts from the Online Store;

ii. **Management of payment cards and gift cards**: enables cards that will be used for payment to be added for payments initiated using Wallet in Physical Stores. If you already have cards saved via the quick purchase option in the online store, these will be automatically available to facilitate their activation as a payment card via Wallet.

By adding new card details, you authorise us to check the validity of your payment cards and gift cards, the details of which you wish to store, and which might include a charge being made to your card through the micropayment security system. The amount of this micropayment will be refunded within a maximum period of one month from the transaction date. In addition to managing the cards themselves, depending on the security mechanisms enabled on the device on which the App is being used, Wallet may ask you to generate a password to be associated with these.

iii. **Initiating payments through Wallet:** to manage payments with Wallet in Physical Stores authorised for this purpose, you must follow the instructions provided by the staff in the relevant store.

In any case, bear in mind that to initiate a payment through Wallet you must present the QR code generated by the App so the staff can check it and scan it using the technology in the till area of the Physical Store.

Depending on the security mechanisms activated on the device on which you are using the App, Wallet may request that you enter the Wallet Password to generate a QR code that will allow you to manage the payment.

The items are delivered when you authorise the initiation of the payment to purchase these items by presenting the QR ID to the staff at the store and this code being read by the technical equipment installed in the checkout area of the Physical Store.

The purchase for which you initiate payment through Wallet shall be governed in all cases by the purchase conditions for the relevant Physical Store. For this reason, any complaint relating to the contract between you and the corresponding Physical Store should be addressed to GRUPO MASSIMO DUTTI, S.A., via telephone at 900 456 000, or if applicable in a specific case, for example, due to having been carried out in physical stores not in Spain, to the relevant company according to the case in question. Wallet is a free service.

However, your card issuer may charge commission for payments made through this method. Check the terms and conditions with the card issuer for more information. Furthermore, your telecommunications service operator may charge for using the telecommunications network through which you access Wallet.

Check the terms and conditions with your network provider for more information. Wallet may only be used to initiate payments in the establishments indicated. The use of Wallet for other purposes is strictly prohibited.

We therefore reserve the right to delete a user and, to that effect, cancel their account and demand liability of the user who has carried out wrongful or fraudulent use of the service, or who does not comply with the regulations and procedures contained in these Wallet Terms and Conditions and/or other legal texts applicable to Wallet, the App and/or the Service.

1.3. Personal identification as a MASSIMO DUTTI user, showing the QR ID.

The QR ID will be valid for identifying the customer within the Physical Store, thus simplifying the procedure, and enabling a better shopping experience. The QR ID will, in turn, enable the user to participate in promotional actions and obtain other advantages, subject to the corresponding terms and conditions applicable in each case.

1.4. Obtaining Electronic Receipts for purchases made in Physical Stores

If you are a registered user, but do not wish to register a payment card (specific to the Wallet functionality), a unique and identifying QR code, referred to in this text as QR ID, will automatically appear in the App. This QR ID, which can also be accessed through other platforms, and not exclusively through the App, can be used to request and receive the Electronic Receipt and electronic payment receipts in the App, as just one example of its functionalities. To make use of this functionality, you will have to activate the "Electronic Receipt" option in the App, and show the QR ID, and the Receipt will be automatically sent to the App.

From this moment on, you may carry out exchanges or returns at Physical Stores using said Receipt, in compliance with the applicable terms and conditions, according to MASSIMO DUTTI's commercial policy and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt. **Therefore, it is essential that you understand that, by using this QR ID through activating the corresponding option, you expressly request that an electronic receipt or proof of purchase is issued in digital format, thereby waiving the right to receive it on paper**. **In any case, you may request a paper receipt whenever you consider this necessary**.

In any event, the regulations governing electronic receipts or any other applicable regulation, to which these Terms and Conditions are subject, will always be preferably applied.

If you decide to unsubscribe as a user, during the process of unsubscribing, you have the option of requesting that all receipts stored in the App be sent to the email address you provide for this purpose.

1.5. "Scanning" of receipts:

A digital copy of a paper receipt can be generated by scanning a QR code printed on the receipt. From this moment on, you may carry out returns at Physical Stores using said receipt, in compliance with the applicable terms and conditions, according to MASSIMO DUTTI's commercial policy and, in any event, in accordance with current legislation.

2. AVAILABILITY OF THE APP'S SERVICES AND FUNCTIONALITIES

Subject to applicable law, we reserve the right to modify, suspend or remove, at any time, at our sole discretion and without notice, either generally or in particular for one or more users, the availability/accessibility of the App or any or all of the Functionalities, and to modify,

suspend or remove, on the same terms, the availability of the App and/or all or part of the Functionalities.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we are not liable for damages that may arise for you because of using the App/the various Functionalities.

You agree to only use the App / the Functionalities for the purposes for which it was designed and therefore not to make any improper or fraudulent use, with you being liable to the Company or any third party for any damages that may arise from improper use of the App / the Functionalities.

You will be liable in the following cases:

- where your equipment or terminals associated with the App, SIM cards, email addresses and/or any of the Passwords are used by a third party authorised by you without our knowledge.

- Where errors or failures occur while you are using the App / the Functionalities because of a malfunction of your hardware, software, devices or terminals or failure to implement the necessary security mechanisms on the device on which the App / the Functionalities are being used.

4. INTELLECTUAL, INDUSTRIAL AND OTHER PROPERTY RIGHTS OVER THE APP AND ITS FUNCTIONALITIES.

Any elements that are part of, or included in, the App/Wallet/other Features are owned or controlled by the Company or by third parties who have authorised their use. All the foregoing is hereinafter referred to as the “Property”.

The user undertakes not to withdraw, suppress, alter, manipulate or make any modifications to:

- Notes, legends, indications or symbols that either the Company or legitimate title holders of the rights incorporate into their property in terms of intellectual or industrial property (such as for example, copyright, ©, ® y ™, etc.).

- Technical protection or identification devices that may contain the Property (such as, for example, watermarks, digital prints, etc.). The user acknowledges that, by virtue of these Terms and Conditions, the Company neither grants nor transfers to the user any rights whatsoever in respect of its Property or the property of any third party.

The Company only authorises the user to access and use these in accordance with the terms set out in these Terms and Conditions.

Users are not authorised to copy, distribute (including email and Internet), transmit, communicate, modify, alter, transform, cede or, in any other way carry out activities that entail commercial use of the Property, whether partially or wholly, without the express, written consent of the legitimate owner of the exploitation rights.

Access and use of the Property shall at all times be carried out for personal and non-commercial purposes.

The Company reserves all rights over the Property including but not limited to, all the intellectual and industrial property rights that it holds over the same.

The Company does not concede any other licence or authorisation of use to the user of its Property that is not expressly detailed in this clause. The Company reserves the right to terminate or modify at any time and for any reason the licences granted under these Terms and Conditions.

Notwithstanding, the Company may take legal action against any use by the user that:

- does not comply with the terms and conditions specified herein;

- infringes or violates the intellectual or industrial property rights or other similar rights of the Company or of any other legitimate third-party title holder; or infringes any applicable regulation.