

TERMS AND CONDITIONS OF PURCHASE AND USE

MASSIMO DUTTI

1. INTRODUCTION

This document (together with the documents mentioned herein) contains the terms and conditions governing the use of this website (www.massimodutti.com) and the purchase of the items contained therein (henceforth the "Conditions"). Please carefully read these Terms and Conditions and the information on Cookies and Privacy Policy (henceforth collectively the "Privacy Policy") before using this website. We hereby inform you that use of this website, or placing an order through this website, implies acceptance of its Terms and Conditions and Data Protection Policies, so please do not use this website unless you agree to all of its Terms and Conditions and Data Protection Policies. You may contact us using the appropriate contact form should you have any query with regard to our Terms and Conditions and Data Protection Policies. Contracts (as defined below) may be entered into, on request, in any of the languages that the Terms and Conditions are available in on this website.

2. OUR DETAILS

The sale of products through this site is managed by ITX Italia S.r.l., with registered office in Largo Corsia dei Servi no.3, 20122 Milan, Tax code and VAT no.11209550158 , REA. MI-1447159, telephone number 800 875 575 contact email contact.it@massimodutti.com, contact information can be found in the "contact" section of this website www.massimodutti.com.

3. YOUR DETAILS AND ACCESS TO OUR WEBSITE – SINGLE INDITEX ACCOUNT

The information or personal details provided by you will be processed in accordance with our Data Protection Policy. By using our website, you authorise us to process this information and personal details and declare that all the information and/or personal data provided to us is accurate and correct.

By activating the "Single Inditex Account" functionality, you may use your user and password to access all the websites, in their various applications and supports, of the different commercial formats of the INDITEX Group in Italy (ZARA www.zara.com, ZARA HOME www.zarahome.com, PULL & BEAR www.pullandbear.com, BERSHKA www.bershka.com, OYSHO www.oysho.com, MASSIMO DUTTI www.massimodutti.com and STRADIVARIUS www.stradivarius.com (the "Brands"). Thus, you will be able:

- to access each website of the INDITEX Group's Brands with the same user and password, without having to register previously at each of them;
- to share and keep the data included in "My Account" section, such as addresses or telephone numbers, updated. If you update any of them, you will only need to change them in one of the websites.

Please note that your orders will be viewed and managed, and any queries relating thereto will continue to be available on the website of each Brand exclusively. Likewise, the purchase conditions applicable to your purchases will be those displayed at each website, which you must have read through and expressly accepted before placing an order at any such websites.

If once activated, You no longer wish to have a Single Inditex Account, you must delete your account.

4. USE OF OUR WEBSITE

By using our website and/or by placing orders through the same, you agree to:

- (i) use the website only for browsing or for placing legitimately valid orders;
- (ii) not to place fake or fraudulent orders. Where we have plausible reasons to believe that an order of this kind has been made, we shall be authorised to cancel it and notify the relevant authorities;
- (iii) provide us with your e-mail address, postal address and/or other contact details in a truthful and appropriate manner. Likewise, you agree for us to use this information to contact you (when applicable, please read the information regarding Personal Data Protection).

If you do not provide us with all the information required, we will not be able to process your order.

By placing an order through this website, you guarantee to be of at least 18 years of age and have the legal power to enter into binding contracts.

5. SERVICE AVAILABILITY

The items offered on this website are exclusively available for delivery in Italy (with the exception of San Marino, Livigno, Campione d'Italia and the waters of Lake Lugano).

It is possible to place an order from another EU Member State through this website. The relative products may be delivered exclusively on Italian territory, to any Massimo Dutti store or residence / domicile address (with the exception of San Marino, Livigno, Campione d'Italia and the waters of Lake Lugano).

6. METHOD OF ENTERING INTO THE CONTRACT

The information provided in these Terms and Conditions and the details contained on this website do not constitute an offer to the public, but a mere invitation to treat. There shall be no contract between you and ourselves over any products until we have expressly accepted your order. Where your order is not accepted but your account has already been charged, you will be refunded the full amount charged.

To place an order, you will need to follow the online purchase process and click "Authorise Payment". You will then receive an e-mail confirming that your order has been received ("Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order is an offer that you are making to us to buy one or more products. All orders will be subject to our approval, which you will be informed of in an e-mail confirming that the order is to be shipped ("Shipping Confirmation"). Details of the order will be summarised in the electronic receipt attached to the Shipping Confirmation. (the "E-Ticket") A product's purchase-sale contract between you and ourselves (the "Contract") shall only be understood as entered into when we send you the Delivery Confirmation.

Only the products listed in the Shipping Confirmation will be subject to the Contract. We will not be obliged to provide you with any other product that has not been ordered if such products are not confirmed in the Shipping Confirmation.

7. PRODUCT AVAILABILITY

All product orders are subject to availability. To this end, in the case of supply problems or stock shortages, we reserve the right to provide you with information on replacement products of the same or higher quality and value, which you are free to decide to order. If you do not wish to place an order for such replacement products, we will refund you any amounts already paid by you.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and/or to delete or modify any material or content thereof. Although we will always do our utmost to follow up all orders, exceptional circumstances may arise that oblige us to refuse to process orders after we have sent out an Order Confirmation, and we reserve the right to do this at all times.

We shall not be liable to you or any third party for removing any product from this website, deleting or modifying any material or content on the website, or for failing to process an order after the Order Confirmation.

9. DELIVERY

Notwithstanding Clause 7 below, and except in the case of extraordinary circumstances, we undertake to do everything within our power to send the product(s) ordered, as indicated in the relevant Shipping Confirmation, by the date stated in the Shipping Confirmation or, where no delivery date is specified, within the estimated time for the selected delivery method and, in any case, within 30 days from the date of the Order Confirmation.

Nonetheless, delays may occur due to a variety of reasons, such as customisation of products, the occurrence of unforeseen occurrences or the delivery area.

If, for any reason, we are unable to comply with the delivery deadlines, we will notify you and give you the option either to continue with the purchase by setting a new delivery date or to cancel the order, with the ensuing refund of the entire amount paid. Please note that no home delivery is provided on Saturdays and Sundays.

For the purposes of these Terms and Conditions, a "delivery" shall be understood to have been made or an order "delivered" once you or a third party stated by you are in physical possession or control of the product(s), which will be evidenced by the signing of the order receipt at the delivery address agreed to.

10. INABILITY TO DELIVER

If we cannot complete the delivery of your order, we will attempt to leave it in a safe place. If this is not possible, your order will be sent back to our warehouse. In that case, we will leave you a note specifying the location of where your order is being held and how to arrange a new delivery. If you are

unable to be present at the agreed delivery time, we will ask you to contact us again to arrange a new delivery date.

If delivery cannot take place for reasons not attributable to us, after 30 days as from the date on which your order is available for delivery, we will assume that you intend to cancel the Contract, which will be then deemed to have been annulled. As a result of the cancellation of the Contract, we will refund all the amounts you paid, including delivery costs (excluding any additional costs arising from your choice of a delivery method other than the ordinary method we offered) without any unjustified delays and, in any event, within 14 days of the date of cancellation of the Contract.

Please note that shipping resulting from the cancellation of the contract may incur additional costs that will be charged to you.

11. TRANSFER OF RISK AND OWNERSHIP OF THE PRODUCTS

All product-related risks shall be borne by you as soon as the product has been delivered to you. You will acquire ownership of the product as soon as we have received full payment of all amounts owed to us, including shipping charges, or at the time of delivery (as defined in Clause 9 above) whichever occurs later.

12. PRICING AND PAYMENT

12.1 Pricing

The prices of the product will be as indicated on our website, unless there is an obvious error. Although we are committed to doing all in our power to ensure that every price appearing on the website is correct, errors may occur. If it comes to our attention that the price of the products you have ordered is incorrect, we will inform you as soon as possible and will give you the option of reconfirming your order at the right amount or cancelling it. If we cannot get in touch with you, the order will be cancelled and you will be refunded the full amount paid.

We are not obliged to provide you with any product at the incorrect lower price (even when we have already sent the Shipping Confirmation) if the price error was obvious and unmistakable and could reasonably have been recognised by you as a mistake.

Prices shown on the website are inclusive of VAT but exclusive of shipping costs, which are to be added to the total amount to be paid, as indicated in our Purchasing Guide - Shipping Costs.

Prices may change at any time. However (unless stated previously) any changes will not affect the orders for which we have already sent an Order Confirmation.

Once the items you wish to buy have been selected, those items will be added to your cart, after which you can complete the order and make your payment. To do so, you will need to follow the purchase instructions, by entering or verifying the information requested during each step of the purchase process. You may also modify your order details at any time of the purchase process prior to payment. You will find a detailed description of the purchase process in the Purchasing Guide. In addition, if you are a registered user, a list of all your orders will be available in the "My Account" section.

12.2 Payment

Payment can be made by Visa, Mastercard, American Express and PayPal. You may also pay all or part of the entire purchase amount using a gift card issued by ITX Italia S.r.l..

To reduce the risk of unauthorised access, your card details will be encrypted. Once we have received your order, we will request a pre-authorisation on your credit card to make sure you have sufficient funds to complete the transaction. The actual charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order.

We would like to inform you that the payments made through this on-line platform, as well as, if necessary, the refunds in your favour, will be managed on our behalf by the company Fashion Retail, S.A. based in Coruna (Spain), Avenida de la Diputación, Edificio Inditex, Arteixo, registered with the Chamber of Commerce of the Coruña, vol. 3425, page 49, C-47731, 1st entry, Tax Code/VAT no.A70301981.

By clicking "Authorise Payment", you confirm that the credit card is in your name. Credit cards will be subject to verification and authorisation by the issuer. However, should the latter fail to authorise the payment, we shall not be responsible for any delay or failure to deliver and will not be able to enter into the Contract with you.

12.3 Quick Purchase

The Quick Purchase feature (henceforth "Quick Purchase") lets you make simplified purchases on this web page, saving you the need to enter shipping, billing, and payment information for each purchase. Quick Purchase will be available in the "View Cart" section. To use Quick Purchase, you will need to save your card details. You can do so when you make a payment with any of the accepted cards on this webpage by selecting the option "Save my card details". This involves storing the following data: card number, name of the card holder, as well as the card expiration date. To save your card data and use Quick Purchase, you must accept the applicable Conditions and the Privacy Policies.

As soon as you accept the use of Quick Purchase, you will authorise the costs for purchases that you have initiated by using this tool, to be charged to the corresponding card that is associated with this tool. Use of your cards will, however, be governed by the terms and conditions agreed to between you and your card issuer.

Quick Purchase lets you save the data for as many cards as you want, but you will need to make at least one payment with each one. If you wish to save the data of more than one card, the last card for which you have saved information will be considered your "Preferred Card", onto which purchases made through Quick Purchase will be debited by default. However, you may modify your Preferred Card in the "My Account" section of this web page. To use Quick Purchase, just click on the "Quick Purchase" button that will appear in the Shopping Cart. A screen with shipping, billing, and payment information for your purchases will immediately appear. The information available on this screen cannot be edited, so if some of the information is incorrect, do not complete your purchase. To make a purchase using other information, please do not select the Quick Purchase option.

13. VAT (VALUE ADDED TAX)

Under the current legislation, any purchase made through the website will be subject to Value Added Tax (VAT).

14. RETURN/EXCHANGE POLICY

14.1 Statutory right of withdrawal

Right of withdrawal

If you are completing a transaction as a consumer, you will be entitled to withdraw from the Contract within a period of 14 days without having to provide any reason.

The withdrawal period referred to in the preceding paragraph expires 14 days from the day on which you, or a third party other than the courier and stated by you, takes physical possession of the items or, in the case of multiple items ordered in a single order and delivered separately, expires 14 days as from the day on which you or a third party, other than the courier and stated by you, takes physical possession of the final item.

If you wish to exercise your right of withdrawal you will have to notify us by either writing to us, calling us on 800 875 575, sending an e-mail to contact.it@massimodutti.com, or filling in our contact form, of your decision to withdraw from the contract through an express statement (for example, in a letter sent by post or email). To do so, you may use the attached withdrawal form, but it is not mandatory to use such form.

To meet the withdrawal deadline, it is sufficient for you to send the corresponding communication regarding the right to withdraw before the withdrawal deadline comes to its end.

Effects of withdrawal

Should you withdraw from the Contract, all payments made in our favour will be refunded in full, including any delivery costs (except additional costs incurred where an alternative to our standard economy delivery method has been chosen by yourself), without unnecessary delay and no later than 14 days, from the day that you notify us of your decision to withdraw from the Contract. Refunds will be made under the same method of payment that you used for the original transaction. You will not, in any case, incur any fees for such refunds. Notwithstanding the above, refunds may be delayed until the returned items are received or we receive confirmation from you that the items have been dispatched, whichever is sooner.

Please return the goods, or deliver them to us at any MASSIMO DUTTI store located in Italy, or sending them at your own care and expense, to the MASSIMO DUTTI E-commerce warehouse, Polígono industrial INDITEX Camino de Tordera at Palafolls S / N. Km.0.6 08490 Tordera - Barcelona - (Spain), without undue delay and, in any case, within 14 days from the day on which you have communicated your withdrawal from the Contract. Please note that if you decide to send the products directly to MASSIMO DUTTI warehouse, you will need to attach the E-Ticket you will have already received with the Shipping Confirmation. The deadline is respected provided that you return the goods within the 14-day period.

You shall bear the direct costs of returning a product, except where it is brought back in person to any MASSIMO DUTTI shop in Italy.

You will only be liable for any reduction in value of the goods caused by handling of the items that is in excess of that necessary to examine their nature, characteristics and function.

14.2 Established right of withdrawal

In addition to the legally-enforceable right of withdrawal for consumers and users referred to in the preceding Article 14.1, we will grant you a 30-day period from the date of receipt of the product Shipping Confirmation to return the products (except for products referred to in the subsequent Article 14.3, for which the right of withdrawal is excluded).

If you return the products within the deadline for the contractual right of withdrawal, but after the deadline for the statutory right of withdrawal, you will only be refunded the amount paid for these products. Except where a product is returned in person to a MASSIMO DUTTI store in Italy, you shall have to bear the direct costs of its return.

You may exercise your right of withdrawal in accordance with the provisions of the preceding Clause 14.1, it being understood that should you inform us of your intention to terminate the Contract after the deadline for exercising the legally-enforceable right of withdrawal. You must, in any event, deliver the goods within a period of 30 days from receipt of the Shipping Confirmation.

14.3 Common provisions

You will not have the right of withdrawal from the Contract when it is for the supply of one or more of the following products:

1. Customised items.
2. Music CDs/DVDs not in their original wrapping.
3. Sealed items that are not suitable for return for hygienic reasons and which have been opened after delivery.

Your right of withdrawal from the Contract shall apply exclusively to those products returned in the same condition in which you received them. We remind you that you are responsible for the content of the returned package. No reimbursement will be made regardless of the return options you have chosen, if: i) the package received contained an incorrect item and /or different from the product ordered or to be returned; ii) the product has been used once it has been opened, iii) products that are not in the same condition as when they were delivered or if they have been damaged: So take care of the products while in your possession. Please return the item by using or including the original packaging, instructions and other documents accompanying the products, if any, in the parcel.

In the case referred to in letter i) above, that is, in the event of an error in the contents of the package returned by you, we will be authorized to charge you the transport costs in the event that it is possible to manage and return to you the package received.

You can return the product at any MASSIMO DUTTI site in Italy or as specified below, request a collection via a forwarder / courier that we will send to your home at a fixed delivery cost at your expense, according to the policy returns described on the product detail page and in the " RETURNS" section of our website.

(a) Return of items at the MASSIMO DUTTI shops

You may return the product to any MASSIMO DUTTI shops in Italy that has the same product department as the product you wish to return. In such an event, you will have to go to the shop personally and deliver the item together with the E - Ticket that you will have received along with the Shipping Confirmation and which you will also find available in the "My Account" section of

www.massimodutti.com and in the Massimo Dutti application. You can produce the electronic receipt in digital format on your telephone screen or in a hard copy.

(b) Returns by Courier organized by us

You should contact us through our web form to arrange for the product to be collected at your home address. You should send the product in its original packaging and follow the directions on the "RETURNS" section of this website.

For each of your return requests, you will be charged a fixed amount as the cost of returning the return, according to the return policy described in the product detail page and in the " RETURNS" section of our website. We will deduct this cost directly from the refund of the amount paid for the returned items.

If you do not wish to use any of the return methods available mentioned above, all the costs and the risks of returning the goods will be at your expense and risk and we will not be liable or responsible for it for any reason. In this case, you must return the product together with the E-Ticket that you received with the Shipping Confirmation. Please note that should you decide to return the products with the "cash on delivery" method, we are entitled to charge you the relevant costs.

After examining the product, we will inform you of whether you have the right to reimbursement of the amounts paid. Shipping costs will be refunded where the right of withdrawal is exercised within the deadline provided for and all the items covered by the same delivery are returned. The refund will be made as soon as possible and in any event, within 14 days as from the date on which notice has been given of your intention to withdraw from the Contract. Notwithstanding the above, refunds may be delayed until the returned items are received or we receive confirmation from you that the items have been dispatched, whichever is sooner. The refund will always be made under the same payment method used for making the purchase.

You will bear the costs and risks of returning the products, as stated above. If you have any questions, you can contact us using the contact form on our website or by calling 800 875 575.

14.4 Return of defective products

If you believe that, at the time of delivery, the product does not conform to the terms of the Contract, you must contact us immediately by using our contact form, indicating the product data as well as the damage incurred, or by calling us at 800 875 575, and we will advise you of the procedure to follow.

You must return the product with the E-Ticket that you will have received with the Shipping Confirmation to the address stated on the document that you will receive with the product on delivery or to any MASSIMO DUTTI sales point in Italy. We will carefully examine the returned product and notify you by email within a reasonable period, our response.

In case of lack of conformity, we will provide you with a full refund or a replacement of such product (as the case may be), unless you require otherwise and provided that your request is feasible and/or not excessively burdensome for us according to applicable legislation. Items will be refunded or replaced as soon as possible and, in any case, within 14 days from the date in which we have confirmed you our intention to provide you with a refund or replacement for the unsuitable item.

Products returned by you because of damage or a defect, where one exists, will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. Refunds will always be made under the same payment method used for

making the purchase, unless otherwise agreed. These provisions do not limit any applicable statutory consumers rights.

14.5 Right of withdrawal and return of orders made from abroad

If you have placed an order through this website outside Italy, or from another EU member state, the provisions contained in articles 14.1, 14.2, 14.3 will be applicable, except for the forecast related to the courier we have commissioned, applicable only if the withdrawal is made from the original address in Italy.

We would also like to inform you that in no case and under no circumstances (with the exception of clause 14.4, not applicable to this article) we are required to bear the costs of shipping or return for sending products to or from destinations other than the original address in Italy .

15. CUSTOMIZED ITEMS

This website includes a specific section where, in accordance with the section's terms and conditions, you can customise certain products by selecting your own texts and characters. You will find more information about this service in the relevant section.

Please bear in mind that, due to technical issues or other matters outside 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 for 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 section or that have any direct or indirect relation to the section and/or its products.

16. LEGAL GUARANTEE

All Items sold through this website are covered by legal guarantee provided by law in favor of consumers, to cover any lack of conformity existing at the time of delivery of that products.

Legal guarantee covers any lack of conformity of items detected within two years from their delivery.

There is a lack of conformity if, for example, the product you have purchased (i) does not comply with the description provided and does not possess the qualities shown in this website; (ii) is not suitable for the purposes for which items of their kind are normally used; (iii) doesn't have the quality and

performance which are normal in items of the same type which can reasonably be expected, taking into account that kind of product and, where appropriate, its specific features. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in case of consumers and users, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website.

In case of lack of conformity of items, in the cases and within the terms provided for by the applicable legislation you are entitled to have the goods restored to conformity with the contract, where possible, or to the other remedies stated, free of charge. If you believe that one or more of the purchased products show any lack of conformity, please contact us through the contact information available on this website; we remind you that in this case it will be necessary to return us the defective goods.

17. LIABILITY AND EXEMPTION FROM LIABILITY

Except where otherwise provided for under these Terms and Conditions, our liability for the products purchased on our website will be limited exclusively to the purchase price of the product in question. Notwithstanding the above, our liability is neither excluded nor limited in the following cases:

- a) Cases of death or personal injury arising from our negligence;
- b) Cases of fraud or fraudulent activity; or
- c) Any circumstance in which it is illegal or unlawful for us to exclude, limit or try to limit or exclude our liability.

Notwithstanding the provisions of the preceding paragraph, in so far as it is permitted to do so by current legislation, and unless otherwise provided for in these Terms and Conditions, we will not accept any liability for any indirect damages such as:

- i. loss of profit; ii. loss of turnover;
- iii. loss of capital gains or loss of contracts; iv. loss of anticipated savings;
- v. loss of data; as well as vi. waste of office management time.

Owing to the open nature of this website and the possibility that errors may occur in the retention and transmission of digital information, we do not guarantee the accuracy and security of information transmitted or obtained through this website unless expressly stated otherwise.

These provisions do not in any way limit the rights granted to consumers under current legislation.

18. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyrights, trademarks and any intellectual property rights whatsoever relating to the materials or content presented as an integral part of the website are our property and the property of those who have granted us permission for their use. You may only use this material in the manner for which you receive express permission from us or by those who have granted us permission for its use. This will not prevent you from using the website to the extent necessary for copying the information regarding your order or contact details.

19. VIRUSES, PIRATING, AND OTHER CYBER ATTACK RISKS

You must avoid any inappropriate use of this site, along with avoiding the introduction of viruses, Trojan horses, worms, logic bombs, or other programmes or materials that may cause technological damage. If you do not have permission, you must not access the website or the server on which it is hosted, nor any other server, computer, or database related to our website. You must agree not to participate in DoS attacks to the detriment of this website.

Failure to comply with this clause may result in violation of the legislation on this subject. In the event of noncompliance with this legislation, we will inform the competent authorities with whom we will work to identify the perpetrators of the attack. Likewise, in the event of non-compliance with this Clause, authorisation for the use of this website will be immediately withdrawn.

To the fullest extent permitted by current legislation and in respect of the fundamental rights of consumers, we decline any liability for any damage or loss resulting from a DoS attack, virus or other programme or materials that may cause technological damage to your computer, computer equipment, data or materials as a result of using our website or downloading content from it or by redirecting the user to it.

20. LINKS FROM OUR WEBSITE

If our website contains links to other pages or third-party materials, such links will be provided for information only, without any control on our part over the content or materials contained in such pages or websites. Accordingly, we shall not accept any liability in the event of any damage or loss resulting from their use.

21. WRITTEN COMMUNICATIONS

Applicable legislation stipulates that part of the information or communications we shall send you shall be in writing. When using this website, you agree that most of the communications exchanged with us shall be in an electronic format. We will contact you by e-mail, or provide you with information by setting up specific notices on this website. For contractual purposes, you agree to this electronic means of communication and acknowledge that all contracts, notices, information and other communications that we will provide to you electronically comply with the legal requirement that stipulate that such communications should be in writing. This provision does not in any way limit the rights recognised by current legislation.

22. NOTIFICATIONS

All communications addressed to us should preferably be sent using our online form. Notwithstanding what has been specified in Article 21, we reserve the right to send any communications by e-mail or by post to the address provided to us at the time of placing your order. Communications shall be deemed received and duly conveyed once they are uploaded on our website, 24 hours after an email is sent, or three days after the date of shipment. For the purposes of demonstrating a communication has been conveyed, it will be sufficient to prove, in the case of a letter, that it was properly addressed,

stamped and handed over to the postal service and, in the case of an email, that it was sent to the email address of the recipient.

23. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and ourselves is binding for both parties, as well as for our respective successors and assignees.

You are prohibited from transferring or assigning the Contract or any of the rights or obligations arising from it in any way, without our prior, written consent. We will have the right to transfer, assign, subcontract or freely dispose of the Contract, or any right or obligation arising from it, in any way and at any time. In order to avoid misunderstanding, any transfers, assignments, subcontracts or other Contract provisions of any kind will not have any impact on the rights to which you are entitled as a consumer and will not undermine, reduce or limit any of the warranties or liabilities we offer, explicitly or implicitly, in any way.

24. FORCE MAJEURE

We will in no way be liable for any non-compliance or delay in the performance of any of the obligations under the Contract caused by events beyond our reasonable control ("Force Majeure Events").

Force Majeure Events are understood as any act, event, non-occurrence, omission or accident outside any reasonable control. This term includes, but is not limited to, the following:

1. Strikes, lockdowns or any other trade union upsets.
2. Riots, uprisings, invasions, terrorist attacks or threats of terrorist attacks, wars (whether declared or not), or threats of war.
3. Fires, explosions, storms, floods, earthquakes, landslides, epidemics or other natural disasters.
4. Inability to use railways, sea and air freight, motorised transport or other means of public or private transport.
5. Inability to use public or private telecommunication networks.
6. Acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Performance of the obligations under the Contract shall be deemed to be suspended throughout the duration of any event of Force Majeure Event. We shall be granted an extended period for performing the Contract corresponding to the duration of the Force Majeure Event. Note that we shall do our utmost, during a Forces Majeure Event, to find a solution through which we can meet our contractual obligations.

25. WAIVER

If, during the lifetime of the Contract, we fail to insist upon the performance of any of your obligations, or any of the obligations provided for under these Terms and Conditions, or otherwise fail to exercise any of the rights or actions we are entitled to under the Contract or these General Terms and

Conditions, this shall not constitute a waiver of such rights or remedies and shall not exempt you from meeting your corresponding obligations.

Any possible tolerance on our part of a breach on your part shall not constitute a waiver of any future action against any further breaches.

No waiver on our part of any of your obligations under the Contract or these General Terms and Conditions shall be valid unless expressly communicated in writing, in accordance with the provisions of Clauses 22 and 23 above.

26. SEVERABILITY

Should any clause or part thereof under these General Terms or any of the provisions of the Contract be construed by any competent authority to be invalid, unlawful or unenforceable, that clause, term or provision shall be deemed to be severed whereas the remaining clauses, terms, and provisions shall remain valid to the fullest extent permitted by law.

27. INTEGRITY OF THE CONTRACT

These General Terms and Conditions, as well as any document to which express reference is made herein, constitute the entire agreement between you and ourselves regarding the subject matter of the Contract and supersede any previous agreement or arrangements between us, whether oral or written.

We, the Parties, hereby acknowledge that, in signing the Contract, neither of the parties has relied on any representation, pledge or promise made by the other party, or inferable from anything written or said during the negotiations prior to the Contract, except where expressly stated in these General Terms and Conditions.

Neither party shall be entitled to remedy any false statements made by the other party, whether orally or in writing, prior to the date of each Contract (except where a false statement is fraudulently made), and the only forms of action that the other party may take shall be for breach of Contract, as provided in these Terms and Conditions.

28. RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to revise and amend these Terms and Conditions at all times. You are subject to the General Terms and Conditions in force at the time of your order, unless a change to the General Terms and Conditions or to the Privacy Policy has to be made in accordance with the law or at the request of a government authority (in which case, such amendments will also apply to the orders that have already been placed).

29. APPLICABLE LAW AND JURISDICTION

Use of our website and the purchase of products through this website is governed by Italian law.

Any dispute arising from or relating to the use of the website or any contracts entered into on it shall fall, in case of lawsuit, under the jurisdiction of the court in the place of residence or domicile of the consumer.

If you are entering into this Contract as a consumer, this clause does not in any way affect your legal rights as a consumer.

30. QUERY, COMPLAINT AND THE EUROPEAN ONLINE DISPUTE RESOLUTION (ODR) PLATFORM FORCONSUMERS

If you have any feedback, suggestion, or query, you can send it through the contacts available on our website. Our Customer Service will manage your query as soon as possible, and in any case, according to the terms provided by law. We also provide consumers and users with official complaint forms, which can be requested by calling 800 875 575 or through our contact form. If you believe your rights as a customer have been violated, you may email a formal complaint to contact.it@massimodutti.com for the purposes of reaching a settlement.

In this regard, we inform you that, pursuant to Regulation (EU) No 524/2013, you are entitled to ask for an out-of-court resolution of disputes relating to orders placed via this website through the European platform ODR (Online Dispute Resolution) [http: //ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr) provided by the European Commission to resolve online disputes arising from on line contracts between consumers and traders.

*** ***** ***

Last updated on 10/10/2023

ANNEX

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To ITX Italia Srl, operating under the name MASSIMO DUTTI, Polígono Inditex. Av. Verge de Montserrat, S/N, 08490 Tordera, Barcelona, Spain , or by email to contact.it@massimodutti.com.

I hereby notify my withdrawal from the sales contract for the following items:

Ordered on (*)/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only for paper forms)

Date

(*) Delete as appropriate

TERMS AND CONDITIONS OF USE OF 'MASSIMO DUTTI' APP FEATURES

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on MASSIMO DUTTI's App (as defined below). These Terms are in addition and without prejudice to the Purchase Conditions of www.massimodutti.com. Features available on the App include: (i) the option to purchase goods via MASSIMO DUTTI's App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www.massimodutti.com; (ii) the option to manage receipts for purchases made on MASSIMO DUTTI's online stores (the "Online Store") and, (iii) the option to receive the electronic receipt or electronic proof of purchase, by showing at MASSIMO DUTTI's Physical Stores the designated exclusive QR for such purposes. Both Physical Store and Online Stores are operated in Italy by the company ITX Italia S.r.l., having its registered office at Largo Corsia dei Servi n.3, Milan Italy, number of registration in the Business Register of Milan, Fiscal Code and VAT Number 11209550158.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1 Purchase of goods on www.massimodutti.com via MASSIMO DUTTI's APP

Customers can purchase goods on www.massimodutti.com via MASSIMO DUTTI's App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.massimodutti.com, which you need to accept upon purchasing any good.

1.2 Management of receipts for purchases made on the Online Store

The receipts for purchases made on the MASSIMO DUTTI Online Store will be stored on the App, specifically in the 'My Purchases' section.

1.3 Obtaining an electronic receipt

When paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable Terms and Conditions, according to the commercial policy of MASSIMO DUTTI, and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt. Therefore, it is paramount that you understand that by using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the MASSIMO DUTTI website.

In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail. If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

1.4 Scan receipts

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can use this electronic receipt to make returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, MASSIMO DUTTI's commercial policies, and all relevant legislation.

2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

In accordance with applicable laws, we reserve the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, be it generally or in particular for one or more users, any or all of MASSIMO DUTTI'S App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using MASSIMO DUTTI'S App in its different features. You agree to use MASSIMO DUTTI'S App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of MASSIMO DUTTI'S App.

You will be liable in the following cases:

- a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorised by you without our knowledge;
- b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP.

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having authorised their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).
- Protection or identification technical devices that the Property may contain (e.g. watermarks,

fingerprints, etc.,). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

The Company only authorises users to access and use the Properties in accordance with these Terms.

Users are not authorised to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and noncommercial purposes.

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

The Company does not grant users any licences or authorisations to use the Property it owns other than those expressly set forth in this clause.

The Company reserves the right to terminate or amend at any time and on any grounds any licences granted under these Terms. Notwithstanding the foregoing, the Company may take legal action against any other use by users which:

- does not comply with the terms and conditions herein laid down;
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.