PURCHASE AND USE CONDITIONS

1. INTRODUCTION

This document (together with any documents herein mentioned) sets forth the terms and conditions governing the use of this website and the purchase of items through such website, regardless of the technological means through which it is accessed (hereinafter, the “Terms"). Please read through these Terms, our Cookies Policy and Privacy Policy (together, the "Data Protection Policies") prior to using this website. By using this website or placing an order through it, you are consenting to be bound by these Terms and the Data Protection Policies. If you do not agree to all of the Terms and the Data Protection Policies, do not use this website. Both these Terms and the Data Protection Policies may be amended. It is your responsibility to regularly read through them, as the Terms and the Data Protection Policies in force at the time that your use the website or at the time of the formation of the Contract (as defined below) shall be the applicable ones.
By purchasing any item from this website, you enter into a contract with us on these terms. These terms and any Contract between are us are only in the English language.

2. OUR DETAILS

For sale of items through this website, your contract is with ITX Retail Ireland Limited, an Irish company with company number IE 347364, whose registered office is at Fifth Floor, Block 5, 5 Harcourt Centre, Harcourt Road, Dublin 2, Ireland with VAT No IE 6367364 Q ("us"/"we"/"our"/"Massimo Dutti"). You may contact our customer service department on our freephone number 1 800 55 34 26 or by using the contact form on our website, or by emailing contact.ie@massimodutti.com.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of such information and details and you confirm that all information and details provided are true, accurate and up to date.

4. USE OF OUR WEBSITE

You agree that, by placing your order, you unreservedly accept these Terms, having read and understood them. These Terms are important for both you and us as they have been designed to protect your rights as a valued customer and to protect our rights as a business and to create a legally binding agreement between us. By using this website and/or by placing any order through it, you agree that: i. You may only use the website to make legitimate enquiries or orders. ii. You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made we shall be entitled to cancel the order and inform the relevant authorities. iii.. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Data Protection Policies).If you do not give us all of the information that we need, we may not be able to complete your

order. By placing an order through the website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

5. SERVICE AVAILABILITY

Items offered over this website are only available for delivery to the Republic of Ireland.

If you wish to order items from another EU member state outside the Republic of Ireland via this website, you are of course welcome to do so, however the ordered items can only be delivered to a Massimo Dutti store or a delivery address within the Republic of Ireland

6. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any items shall exist between us and you until your order has been accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded. To place an order, you will be required to follow the online shopping process and click on "Authorise payment" to submit the order. After this you will receive an e-mail from us confirming receipt of your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more items from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the item has been dispatched (the “Shipping Confirmation”). The contract for the purchase of an item between us (the "Contract") will only be formed when we send you the Shipping Confirmation. The Contract will relate only to those items whose dispatch we have confirmed in the Shipping Confirmation. We will not be obliged to supply any other items which may have been part of your order until the dispatch of such items has been confirmed in a separate Shipping Confirmation.

7. AVAILABILITY OF ITEMS

All orders for items are subject to availability and in this regard, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of an equal or higher quality and value which you can order. If you do not wish to order the substitute items we will reimburse any monies that you may have paid.

8. REFUSAL OF ORDER

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website. Whilst we will use our reasonable endeavours to authorise payments submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time. We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

9. DELIVERY

Subject to availability, (see Clause 5 above), we will endeavour to fulfil your order for item(s) listed in the Shipping Confirmation by the delivery date set out in the Shipping Confirmation or, if no estimated delivery date is specified, then in the estimated timeframe indicated when selecting the delivery method, and in any case within 30 days of the date of the Order Confirmation. If we fail to deliver the items within 30 days of the date of the Order Confirmation, you may cancel the Contract and we will reimburse you the price paid for the items and any delivery costs paid. In respect of the virtual gift card, we will deliver it on the date indicated by you when placing your order for it.

There may be delays for reasons such as customisation of items, unforeseen circumstances or the delivery zone. If for any reason we cannot meet the delivery date you will be kept informed and offered a choice of either continuing with an extended delivery time or cancellation with a full refund. Please note however that, other than the delivery of virtual gift cards which are delivered on the dated indicated by you when placing your order for it, we do not deliver on Saturdays or Sundays.

For the purpose of these Terms, "delivery" or "delivered" shall be deemed to have occurred upon you or a third party nominated by you acquiring physical possession of the items, which will be evidenced by the signing for receipt of the items at the agreed delivery address. The virtual gift card will be deemed to be delivered in accordance with the Terms and Conditions of the Gift Card, and in all cases on the delivery date of the virtual card to the e-mail address indicated by you.

10. UNABLE TO DELIVER

If we are unable to deliver your order, we will try to find a safe secure place to leave your parcel. If we cannot find a safe and secure place, your item(s) will be returned to our depot. We will leave a note explaining where your parcel is and how you can rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another mutually convenient day. If after 30 days from the date that your order is available for delivery, the order cannot be delivered for reasons which are not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Agreement, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Agreement has been terminated. This clause does not apply to orders of virtual gift cards, the delivery of which is governed by the provisions of the Terms of Use of the Gift Card and the provisions of clause 9 above.

11. RISK AND TITLE

The Items will be at your risk from the time of delivery. Ownership of the items will only pass to you when we receive full payment of all sums due in respect of the items, including delivery charges, or when you have received physical possession of the goods upon delivery (as defined in clause 9), whichever is the later.

12. PRICE AND PAYMENT

The price of any items will be as quoted on our website from time to time, except in cases of obvious error. While we try to ensure that all prices on the website are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and any amounts paid by you will be fully refunded. We are under no obligation to provide the item(s) to you at the incorrect (lower) price (even after we have sent you a Shipping Confirmation) if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as incorrect price.

The prices on the website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Buying Guide. Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation.

Once you have finished shopping all the items you wish to purchase are added to your basket, and your next step will be to process the order and make payment. To do this you will be required to follow the steps of the order process including filling out and verifying the information requested in each step. The order process allows you to check and amend any errors before submitting your order to us. There is a detailed description of the order process in the Buying Guide. If you are a registered user, a record of all the orders placed by you is available in the “My Account” area. Payment can be made by Visa, Mastercard, American Express and PayPal. To minimise the possibility of unauthorised access, your credit card details will be encrypted. You can also pay all or part of the price of your purchase with a Massimo Dutti gift card or a credit voucher card for the Republic of Ireland, or with a Zara, Zara Home, Bershka, Pull & Bear, Stradivarius, Oysho or Uterque gift card or credit voucher card for the Republic of Ireland.

Once we receive your order, we will request a pre-authorization on your card to ensure there are sufficient funds available to complete the transaction. No charge will be made to your credit card until your order has been dispatched for delivery. However, if your form of payment is Paypal, or gift card or credit voucher card, the charge will be made the moment we confirm the order. By clicking "Authorise payment” you are confirming that the credit card is yours or you are the rightful holder of the Gift card or the voucher card. Credit cards are subject to validation checks and authorisation by your card issuer but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a Contract with you.

Please note that Fashion Retail, S.A. of Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña, Spain, registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, and tax identification number A-70301981, will collect and make refunds on behalf of ITX Retail Ireland Limited in relation to all payments made through this online platform.

Ordering through electronic devices in store, and making payment for those purchases

If you are placing your order through one of the electronic devices that are available at certain Massimo Dutti stores in the Republic of Ireland for this purpose, you must follow the steps of

the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You must choose your payment method, and whether or not you require a gift receipt (if one is available), before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorise Payment" button on the device screen, and you are required to pay for your order once it has been placed.
Payment can be made by Visa, Mastercard, or American Express card, and the above provisions regarding validation checks and authorisation of your card will apply. You may also be given the option to pay for your order at the till, and in which case, your payment can be made by any of the means of payment available in those stores.
Please note that if you place your order through an instore electronic device, but wish to cancel the order, you must pay for the order and wait for the items to be delivered, before returning them in accordance with the returns policy described below.

13. BUYING ITEMS AS A GUEST

The functionality of buying items as a guest is also available on the website. Under this type of purchase, we will only request from you the essential data to process your order. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continuing as a non-registered user.

14. VALUE ADDED TAX

All purchases done through this website are subject to statutory Value Added Tax (VAT). The prices displayed on this website include VAT.

15. RETURNS POLICY

You may cancel your order for any reason up to 30 days from the date on which you receive the Shipping Confirmation, by notifying us of your decision to cancel using the following contact details: through the contact form on our website, or by calling our Freephone number 1800 553426. To meet the cancellation deadline, it is sufficient for you to have sent your communication concerning your exercise of the right to cancel before the cancellation period has expired.
If you have been charged for any items, we will process a refund, which will include the cost of standard delivery to the original delivery address. Please refer to our Exchanges and Returns Policy in our Buying Guide for further information.
Return of gift cards is governed by the Terms and Conditions of the Gift Card.
You do not have the right to cancel the Contract when it is for the delivery of any of the following three categories of "Excluded items":

Excluded Items

1. Items that have been made to your specifications or clearly personalised.
2. Sealed audio recordings, sealed video recordings or sealed computer software, once they are unsealed/unwrapped after you have received them
3. Sealed items that are not suitable for return for health protection and hygiene reasons (eg underwear, swimwear, earrings, hosiery, socks and fragrances), and that have been unsealed after delivery, or if the hygiene label is no longer in place.

When you receive the items, you may handle them to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop. Items should not have been damaged, soiled, washed, altered or worn (other than to try the item on) and any labels or tags must be intact. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from the amount we reimburse to you, or you may be liable to us for, an amount equal to the diminished value of the items.
Please return the items using or including all their original packaging, instructions, and other documents, if any, accompanying the items.

To return an item, just choose one of the three flexible return options below:

a) Returns at any Massimo Dutti store

You may return any item at any Massimo Dutti store in the Republic of Ireland. You just need to present, as well as the item, the e-ticket that was attached to the Shipping Confirmation, which is also saved under the "Orders" section of your account on our website, and on the Massimo Dutti mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket. This option is always free of charge.

Return of items ordered through electronic devices in store, paid for at the till
Please note that in respect of orders that were originally placed through an electronic device in a Massimo Dutti store in the Republic of Ireland and that were paid for at the till of that store, returns can only take place in any Massimo Dutti store in the Republic of Ireland.

b) Returns to An Post in the Republic of Ireland

You can request from us a pre-paid postage label for you to be able to attach to the parcel and drop your parcel off at your local An Post in the Republic of Ireland. In order to do this, you should request this via the "My Account/Returns" section of the website. You must send the item in the same package that you received it, and follow the directions on the “Returns” section of this website. If you have bought any items as a guest, you may request the pre paid postage label by following the link to the returns process that was contained in both the Order Confirmation and Shipping Confirmation emails. Please note that you will be charged for the cost of a drop-off point return as described in this paragraph. We will charged you a fixed amount, as detailed in the Help section, which we will immediately deduct from the amount to be refunded to you.

If you do not wish to use any of the return methods available, we suggest that you use an established courier in such instances, and select a recorded or guaranteed service where available, and you will be responsible for the return costs. Please bear in mind that if you wish to return the items to us freight collect/cash on delivery, we may charge you any additional costs incurred in such return.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid. Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the items which the relevant parcel consisted of are returned. The refund, less the fixed return costs if applicable (please see above), 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 cancel. Notwithstanding this, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earlier. The refund will always be paid using the same payment means you used to pay for your purchase, except when a gift receipt is presented with the returned items. Please note that in this last instance, you will need to provide the original purchase receipt (not the gift receipt) if you wish any refund of your purchase to be made onto your original payment method. Otherwise, any refund will be made onto a voucher card.

You are responsible for the cost and risk of returning the items to us, as indicated above. If you have any questions, you can contact us via the contact form available on our website, or by calling 1800 553 426 or emailing contact.ie@massimodutti.com.

Returns of defective items

If the item that you have received is defective, please notify us by using the contact form on our website or by calling 1800 553 426 or by emailing contact.ie@massimodutti.com, and return the item in accordance with Returns methods a), or b) above. Please provide proof of purchase, for example a copy of the E-ticket attached to the Shipping Confirmation. We will examine the item and if we deem it to be defective, we will provide a full refund including delivery charges, and the refund will be paid using the same means of payment that you originally used to pay for your purchase. These provisions do not limit any applicable statutory rights.

Returns of non-MASSIMO DUTTI items

You are responsible for checking the contents of any packages before you return them to us.

We are not responsible for the care or return of the contents of any packages which are erroneously returned to us (which included any products provided by other retailers) ("Erroneous Returns").

We may (but are not required to) contact you to inform you that you have made an Erroneous Return.

We will store any Erroneous Returns which we receive for a period of 14 days from the date we receive them. If you have not contacted us regarding the Erroneous Return within this time we will presume that the relevant contents have been abandoned. We reserve the right to destroy any such Erroneous Returns without notice to you.

Given the volume of returns we process, we do not promise that we will be able to locate all Erroneous Returns we receive.

If we are able to locate an Erroneous Return, we will take reasonable measures to return the relevant contents to you, but reserve the right to first require you to reimburse us for our reasonable costs in processing, storing and returning those contents to you.

RIGHT OF WITHDRAWAL

You have the right to withdraw from your order within 14 days, without giving any reason, although please note you have no right to withdraw items that are classed as 'Excluded Items' as mentioned above. The withdrawal period is counted from the day of the delivery of the last item(s) in your order. The easiest way to exercise your right of withdrawal is to contact us by using the contact form on our website or by calling freephone 1800 553 426 or emailing contact.ie@massimodutti.com, and returning the goods to us using one of the three returns methods described above.
However, to meet the withdrawal deadline, it is sufficient for you to let us know about your decision to withdraw from your order before the withdrawal period has expired.
You may also use the model online cancellation form referred to in this website, although it is not obligatory.

If you have ordered items from outside of the Republic of Ireland, from another EU member state via this website, then:

- the provisions of this Clause 15 shall apply regarding withdrawal, returns and exchanges, save that the "Returns by Courier" option can only be selected if it is from the original delivery address within the Republic of Ireland; and
- we are under no obligation to repay shipping costs to destinations other than to the original Republic of Ireland delivery address; nor will we repay the return costs from destinations outside the Republic of Ireland;

except if the item is defective, in which case the provisions of the paragraph above entitled "Returns of defective items" will apply in all cases.

Effects of withdrawal
We will refund all payments received from you, including the costs of our standard delivery option to the original delivery address, less the fixed return costs without undue delay and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. We will use the same means of payment that you used to pay for your order and this will not cause you any extra fees.
We may withhold the refund until we have received the items back, or you have supplied evidence of having sent back the items, whichever is the earlier.
You must send back the items or hand them over to us without undue delay, and in any event no later than 14 days from the day on which we are informed about your decision to withdraw. Please use one of the three returns methods described above. If you do not use one of these three returns methods, you will need to bear the cost of returning the items to us.
You are only liable for any diminished value of the items resulting from their handling, other than that which is necessary to establish the nature, characteristics and functioning of the items.

16. LIABILITY AND DISCLAIMERS

Our liability in connection with any item purchased through our site is strictly limited to the purchase price of that item. Nothing in these Terms shall exclude or limit in any way our liability: 1. For death or personal injury caused by our negligence; 2. For fraud or fraudulent misrepresentation; 3. For the conformity of goods with this Contract; or 4. For any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

We are responsible to you for any lack of conformity of the goods with the Contract, foreseeable loss or damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
We are not liable for business losses. We only supply the items for domestic and private use. If you use the items for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.
We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering goods to you that: (i) are free from any charge not disclosed to you before entering into the Contract, (ii) comply with the description given by us and possess the correct quantities, qualities, functionalities and other features that we have presented in this website, (iii) are fit for the purposes for which goods of their kind are normally used (iv) are delivered along with any accessories including packaging or instructions that you may reasonably expect to receive, and (v) show the quality and performance which are normal in goods of the same type and which can reasonably be expected.

We warrant to you that any item purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item. Natural characteristics such as grain, texture, knots and colour variation should not be classed as faults or defects. Inconsistencies in these natural characteristics should be expected and appreciated. We select only items of the highest quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the item. Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

17. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trade-marks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

18. VIRUSES, HACKING AND OTHER CYBERCRIMES

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You will not attempt to have any unauthorized access to this website, to the server which hosts this site or to any other server, computer or data base related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack. By breaching this provision you may commit a criminal offence under the applicable regulations. We will report any such breach to the relevant law enforcement authority and we will co-operate with the appropriate authority to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately. We will use reasonable care and skill to ensure that this website is safe, secure and free from bugs, viruses and other defects. Except to the extent it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website or from the downloading of the contents thereof or of such contents to which this website redirects.

19. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials. Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

20. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal
requirement that such communications be in writing. This condition does not affect your statutory rights.

21. NOTICES

All notices given by you to us should be given to us via email to contact.ie@massimodutti.com. Subject to and as otherwise specified in clause 20 we may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

22. TRANSFER OF RIGHTS AND OBLIGATIONS AND RECIPIENT OF GIFTS

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. However, where a consumer has been a party to a contract with us and has given goods acquired under this Contract to another consumer as a gift, that other consumer shall be entitled to exercise all rights and remedies under this Contract on the same terms and conditions as would have been originally given to the consumer who was the original party to this Contract. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to you, whether express or implied.

23. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (a Force Majeure Event). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: 1. Strikes, lock-outs or other industrial action. 2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. 3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. 4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. 5. Impossibility of the use of public or private telecommunications networks. 6. The acts, decrees, legislation, regulations or restrictions of any government. 7. Any shipping, postal or other relevant transport strike, failure or accidents. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

24. WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

25. SEVERABILITY

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

26. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and us acknowledge that, in entering into a Contract, neither you nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such Contract except as expressly stated in these Terms. Neither you nor us shall have any remedy in respect of any
untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party´s only remedy shall be for breach of contract as provided in these Terms.

27. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time. You will be subject to the policies, Terms in force at the time that you order items from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

28. LAW AND JURISDICTION

The use of our website and the Contracts for the purchase of items through such website will be governed by Irish law. Any dispute arising from, or related to the use of the website or to such Contracts shall be subject to the non-exclusive jurisdiction of the Irish courts. If you are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

29. FEEDBACK

We welcome your feedback. Please send all feedback and comments to us via the contact form on our website. Any comments (including complaints) can also be sent to us by email to contact.ie@massimodutti.com.
If you as a buyer consider your rights have been breached, you can address your complaints to us via the email address contact.ie@massimodutti.com or via the contact form on our website, or by calling freephone 1800 553426.
If you purchased from us through our website, in line with EU Regulation No 524/2013, you may be entitled to seek to settle the consumer dispute with us out-of-court, through the EU platform for online dispute resolution which is available at http://ec.europa.eu/consumers/odr/

Last updated on 19 March 2023.

APPENDIX:

CANCELLATION FORM

(Complete and return this form only if you wish to cancel the contract.)

To: ITX Retail Ireland Limited, Fifth Floor, Block 5, Harcourt Centre, Harcourt Road, Dublin 2:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods:

[ ]

Ordered on/received on

Name of customer(s),

Address of customer(s),

Signature of customer(s) [only required if this form is notified on paper],

Date: [ ]

T&C APP&FEATURES

These Terms and Conditions of Use (the "Terms") govern the access to and use of the services and various features available on Massimo Dutti's app (the "App") and various features available on the App, and, some of them also available in other platforms (the "Features"), These Terms are in addition and without prejudice to the Purchase Conditions of www.massimodutti.com, where applicable.

Features include: (**i**) the option to purchase items via the App, this being deemed to be a purchase made on Massimo Dutti's online store (the "Online Store"), and therefore subject to the Purchase Conditions of www.massimodutti.com; (**ii**) the option to manage receipts for purchases made on the Online Store; (**iii**) the option to use your QR code to identify yourself as a Massimo Dutti user; and (**iv**) the option to receive an electronic receipt (e-receipt) or electronic proof of purchase, by previously selecting the option "*Digital receipt*" on your App and showing at Massimo Dutti's Physical Stores your QR ID, for such purposes. You can, for each transaction, opt to receive a digital receipt rather than a paper receipt.

Both Physical Stores and Online Stores are operated in the Republic of Ireland by ITX Retail Ireland Limited, a company registered in Ireland with company number 347364 whose registered office address is Fifth Floor, Block 5, Harcourt Centre, Harcourt Road, Dublin 2 and VAT number IE 6367364 ("ITX" or the "Company").

1. GENERAL DESCRIPTION OF THE FEATURES

1. Purchase of items on www.massimodutti.com via Massimo Dutti's App

Customers can purchase items on www.massimodutti.com vía 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 item.

1.2 Management of receipts for purchases made on the Online Store

Receipts for purchases made on the Massimo Dutti Online Store are stored on the App, specifically in the 'My Purchases' section.

1.3 Identify yourself as a Massimo Dutti user by showing your QR ID.

Your QR ID is valid to identify yourself in the store, simplifying procedures and allowing you to have a better experience. Your QR ID may also allow you to participate in promotional actions and get other advantages, which will be subject to the corresponding terms applicable in each case.

1.4 Obtaining an electronic receipt

When paying for a purchase in Physical Stores, you can obtain a receipt in electronic format instead of the paper one. To do this, you must have previously activated the option "*Digital receipt*" on the App, and then present your QR ID code so that the receipt can be automatically sent to the App.

From then on, you may make exchanges or returns at Physical Stores using your QR ID, in accordance with the applicable Terms and Conditions, Massimo Dutti's commercial policy, and all relevant legislation.

In this instance, you will not be issued a paper receipt. **Therefore, it is paramount that you understand that by activating the option "*Digital receipt*" on your App you are expressly requesting the e-receipt or the proof of purchase in electronic form, and are therefore opting out of receiving it in paper form.** You can, before each transaction, opt whether to receive the digital receipt or the paper receipt, depending on which is convenient for you.

At all times, any governing statute on e-receipts or any other applicable regulation, and those to which these Terms and Conditions are bound, shall always prevail.

If you wish to de-register as a user of the App, you can request, during the de-registering process, that all your receipts stored in the App can be sent by email to an email address that you designate for this purpose.

1.5 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 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 AND FEATURES

In accordance with applicable laws, ITX reserves the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, whether generally or specifically for one or more users, the availability of the Massimo Dutti's App or of any or the Features, and to modify, suspend or delete, under the same terms, the availability of the App / all or part of the Features.

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 / the different Features. You agree to use Massimo Dutti's App / the Features 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 / the Features.

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 malfunctions occur when you are using the 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/ the Features.

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

Any of the elements that form part or are included in the App/Features 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 devises 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 these Terms. 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;

- 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.