DISCLAIMER OF LIABILITY AND
TERMS OF PURCHASE
FOR THE MASSIMO DUTTI ONLINE STORE

1. INTRODUCTION

This document (together with any documents mentioned herein) sets forth the terms and conditions governing the use of this website (www.massimodutti.com/gr/el/) and the purchase of products through such website (hereinafter, the "Terms"). Please read carefully through these Terms, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") prior to using this website. By making use of this website or placing an order through it, you are consenting to be bound by these Terms and our Data Protection Policies, so if you do not agree with all of the Terms and the Data Protection Policies, you should not use this website. These Terms may be amended. It is your responsibility to read through them regularly, as the Terms in force at the time of the formalisation of the Contract (as defined below) shall be the applicable ones. If you have any query regarding the Terms or the Data Protection Policies, you may contact us through our online contact form. The Contract (as defined below) may be concluded, at your option, in any of the languages in which the Terms are available on this website.

2. OUR DETAILS

The sale of goods through this website is carried out under the trademark Massimo Dutti, by "ITX HELLAS SINGLE MEMBER S.A", a Greek company with registered offices at 13-17, 28 Oktovriou Street, P.C. 10432, Athens, Greece, with General Commercial Register Number 000935101000 and Tax Identification Number 094352564, Attica Centre for Tax Procedures and Services.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us with shall be processed in accordance with the Data Protection Policies. By using this website, you hereby consent to the processing of such information and details and you declare that all information and details you have provided us with are true and accurate.

4. USE OF OUR WEBSITE

By using this website and/or by placing any order through it, you undertake: 1. To use the website exclusively to make valid enquiries or place orders. 2. Not to place any 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 competent authorities. 3. To provide us with your correct and accurate email address, postal address and/or other contact details. You also consent to the use of this information in order to contact you in the event that this should prove necessary (see our Privacy Policy). If you do not provide us with all of the information that we need, we may not be able to process your order. By placing an order through the website, you represent and warrant that you are at least 18 years old and are legally eligible to enter into binding contracts.

5. SERVICE AVAILABILITY

The products offered through this Website are available only in Greece (except for Agion Oros on the Athos peninsula).

If you wish to order through this website goods from an EU Member State other than Greece, you are welcome to do so. However, the products ordered can only be delivered to a Massimo Dutti store or to an address located in Greece.

6. CONTRACT FORMALISATION

The information set out in these Terms and the details contained on this website do not constitute an offer for sale but rather an invitation to treat. No contract in respect of any products shall exist between us and you until your order has been expressly accepted by us. If your order is not accepted and the funds have already been deducted from your account, these will be fully refunded. To place an order, you will be required to follow the online shopping procedure and click on "Authorise Payment". After doing so, you will receive an email from us confirming the receipt of your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted, since your order constitutes an offer that you are making to us to buy one or more products. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email confirming that the item has been sent (the "Shipment Confirmation"). The contract for the purchase of an item between us (the "Contract") shall only be formalised when we send you the Shipment Confirmation. The Contract will relate only to those items whose dispatch we have confirmed in the Delivery Confirmation. We will not be obliged to supply any other items which may have been part of your order until the dispatch of those items has been confirmed in a separate Shipment Confirmation.

7. AVAILABILITY OF PRODUCTS

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or in the case where there are no more items left in stock, we reserve the right to provide you with information on substitute products of an equal or higher quality and value that you may order. If you do not wish to order such substitute products, we will refund any amount that you may have paid, in full.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to withdraw any product from this website at any time and/or remove or edit any material or content on this website. Although we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances under which we may need to refuse to process an order, after we have already sent you an Order Confirmation, which we reserve the right to do at any time at our absolute discretion. We shall not be liable to you or any other third party by reason of our withdrawing any product from this website, removing or editing any materials or contents on this website or for refusing to process or accept an order after we have sent you an Order Confirmation.

9. DELIVERY

Notwithstanding Clause 7 above regarding product availability, and unless there exist any exceptional circumstances, we will endeavour to fulfil your order for the product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no delivery date is specified, then within the estimated delivery time displayed when you chose a payment method, and in any case within a maximum of 30 days of the date of the Order Confirmation. Nonetheless, there may be delays for reasons such as the customisation of products in accordance with the customer's request, the delivery zone or the occurrence of unforeseen circumstances. In the case of the virtual gift card, it will be delivered on the date indicated by you when placing your order.

If, for any reason, we are unable to comply with the delivery date, we will inform you accordingly and we will offer you the option to continue with the purchase, with a new delivery date established by us, or cancel the order with full reimbursement of the amount paid. However, please note that we do not deliver on Saturdays or Sundays or on national holidays, except in the case of a virtual gift card, which can be delivered on the date indicated by you.

For the purpose of these Terms, "delivery" or "delivered" shall be deemed to have occurred as soon as you, or a third party nominated by you, other than the courier, have acquired 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 shall be deemed to have been delivered in accordance with the Terms of Use of the Gift Card, and in all cases on the delivery date of the virtual card to the email address indicated by you.

10.INABILITY TO DELIVER

If we are unable to deliver your order, we will try to find a secure place to leave your parcel. We will also leave a note explaining where your order is located and what you should do to rearrange delivery. If you are not at the delivery location at the time agreed, please contact us again to rearrange delivery for another convenient day. If after 30 days from the date your order is available for delivery it remains undelivered for reasons 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 Contract, we will return to you all payments received from you, including delivery fees (except for any additional costs resulting from your choice of any delivery method other than the basic and less expensive delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. Please note that transport derived from the termination of the Contract may have an additional cost which we shall be entitled to pass on to you. This clause shall not apply to the virtual gift card for which the delivery shall be governed by provisions of the Terms of Use of the Gift Card.

11.TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

Product risk shall be transmitted under your responsibility once you, or a third party indicated by you, other than the courier, has acquired physical possession or control of the products. You will receive ownership of the products either when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 9 above), if that were to take place at a later time.

12.PRICE AND PAYMENT

The price of any items will be as stipulated on our website at all times, except in cases of obvious error. Although we take care to ensure that all prices and terms quoted on our Website are accurate, errors may occur. If we discover an error in the price of any product you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the corrected price or cancelling the order. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s) you will receive a full refund. We are under no obligation to sell any product to you at the incorrect, lower price (even after we have sent you a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price. The prices displayed on our website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Shopping Guide – Delivery Fees, the content of which constitutes an integral part of these Terms. Prices are liable to change at any time.

However, except as stipulated above, any such changes shall not affect orders for which we have already sent you an Order Confirmation. Once you have selected all the products you wish to purchase, these items are added to your shopping basket and your next step will be to process the order and proceed to payment. To do this, you must follow the steps of the purchase process, completing or verifying the information requested in each step. Throughout the purchase process, prior to payment, you can modify the details of your order. You are provided with a detailed description of the purchase

process in the Shopping Guide. In addition, if you are a registered user, a record of all the orders placed by you is available in the "My Account" area.

Visa, Mastercard, American Express cards and PayPal may be used as payment methods.

You may also pay for all or part of your purchase with a gift card or credit voucher card. Please note, however, that a Gift Card may not be used to purchase another gift card.

To minimise the risk of unauthorised access, we encrypt your card data. Once we receive your order, we will request pre-authorisation on your card to ensure that there are sufficient funds available to complete the transaction. The charge to your card will only be made when your order leaves our warehouse. If your payment method is PayPal, the charge will be made when we confirm your order. By clicking "Authorise payment" you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or the credit voucher card. Credit cards are subject to validation checks and authorisation by your card issuer. If your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and we will not be able to conclude a Contract with you.

Orders via online devices available in stores and how to pay for these orders

If you place an order through one of the electronic devices available for this purpose in MASSIMO DUTTI shops in Greece, you must follow the purchasing procedure steps that appear on the device by completing or verifying the information requested at each step. You can modify the details of your order during the purchase procedure, before the payment stage. You must choose the payment method and whether or not you want a gift receipt (if this option is available) before submitting your order definitively. Please note that at the time you click on the "Payment Approval" button on the device’s screen, your order becomes binding and you are obliged to pay for it.

Payment can be made with Visa, Mastercard and American Express credit cards, and the above formalities apply for validating and approving your card. You also have the option to pay for your order at the store's cash desk, in which case payment can be made using all forms of payment that are available at the store.

13.PURCHASE WITHOUT REGISTRATION/BUYING GOODS AS A GUEST

You can also make purchases from this website using the "Shop as a Guest" function. This type of purchase requires only the essential information needed for processing your order. Once the purchasing process has been finalised, you will be offered the option to register as a user or continue as an unregistered user.

14.QUICK PURCHASE

Using the Quick Purchase tool (hereinafter, "Quick Purchase"), you will be able to make your purchases on our website more easily, without having to enter shipping, billing and payment details for each purchase. The Quick Purchase option will be available in the Shopping Basket section. To use Quick Purchase, you must save your card details. You do this when making a payment with any of the credit cards accepted by this website by clicking on "Save my credit card details". This involves storing the following details of your card: Card number, card holder name as it appears written thereon and card expiry date. To save your card information and use Quick Purchase, you must accept the applicable Privacy Policy and Conditions. By consenting to the use of the Quick Purchase function, you grant authorisation for purchases made to be charged to the card entered under this function. Card usage

will, in any event, be governed by the conditions agreed between yourself and your card issuer. You can save the details of as many cards as you like in the Quick Purchase tool, but to do so you must make at least one payment with each one. If you wish to save the details of more than one card, the details of the most recently saved card will be considered your "Favourite Card", to which your purchases made using Quick Purchase will be charged by default. You can, however, change your "Favourite Card" in the "My Account" section on this website. To use "Quick Purchase", you simply have to click on the "Quick Purchase" button, which is displayed in the shopping basket. The shipping, billing and payment details for your purchase will be displayed immediately on the screen. The details displayed on this screen cannot be edited. Therefore, if any details are incorrect, you should not complete the purchase. If you wish to make purchases using different details, please do not use Quick Purchase. You can modify your favourite card linked to the Quick Purchase option by visiting the "My Account" section of this website. This clause is not applicable if you make a purchase as a guest.

15.VALUE ADDED TAX

Pursuant to the rules and regulations in force, all purchases made through the website are subject to the Value Added Tax (VAT). In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, as it has been incorporated into the Greek VAT Code, the place of supply shall be deemed to be within the Member State of the address where the items shall be delivered (namely Greece), and the applicable VAT rate for Greece shall be applied.

16. RETURN POLICY

16.1 Legal Right of Withdrawal

Right of withdrawal: If you are entering into the contract as a consumer, you have the right to withdraw from the Contract (except for those products mentioned in clause 16.3 below, for which the right to withdraw is excluded) within 14 calendar days, without giving any reason. Gift card returns are governed by the relevant Terms of Use of Gift Cards.

The withdrawal period will expire after 14 calendar days from the day on which you or a third party indicated by you, other than the courier, has acquired physical possession or control of the goods, or in case of multiple goods in one order being delivered separately, after the lapse of 14 calendar days from the day on which you or a third party indicated by you, other than the courier, has acquired physical possession or control of the last good. In order to exercise your right of withdrawal, you may contact Massimo Dutti through one of communication channels available at the section “CONTACT” in our website and inform us of your decision to withdraw from this Contract with an unequivocal statement . You may also use the model withdrawal form as set out in the Appendix to these terms, although it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to let us know about your decision to exercise your right to withdraw before the withdrawal period has expired.

Effects of Withdrawal.

If you withdraw from this Contract, we shall refund all payments received from you, including the costs of delivery at the initial place of delivery (with the exception of any supplementary costs of delivery, resulting from your choice of a delivery method other than the least expensive standard delivery offered by us under clause 16.3 hereinbelow), without undue delay and in any event no later than 14 days from the day on which we are informed of your decision to withdraw from this Contract. In any case you won’t be charged with any other expenses/fees for the refund of your money. The reimbursement will be carried out using the same means of payment as you used for the initial

transaction. In any event, you will not incur any fees as a result of such reimbursement. 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 earliest.

You may return or deliver the products to us by hand at any Massimo Dutti store in Greece, without undue delay and in any event no later than 14 days from the day on which you have informed us of your withdrawal from this Contract. The deadline is considered to have been met if you send back the goods before the period of 14 days has expired. Unless you deliver the goods at a Massimo Dutti store in Greece, you shall bear the direct cost of returning the goods.
You are 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.

16.2 Contractual right of withdrawal

In addition to the legally recognised right to cancel for the consumer, mentioned in clause 16.1 above, we grant you a period of 30 calendar days from the "Shipment Confirmation" to return the products (except those mentioned in clause 16.3 below, for which the right to cancel is excluded).
Gift card returns are governed by the relevant Terms of Use of Gift Cards.
If you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you shall be reimbursed, only, with the amount paid for said products. If you do not choose any of the free return methods, mentioned in clause 16.3, you shall bear the direct costs of returning the said products. You may exercise your right of withdrawal in accordance with the provision of clause 16.1 above, however should you inform us of your intention to withdraw from the Contract after the legal term for withdrawal has expired, you shall, in any case, return the goods to us within the 30 day term as from the "Delivery Confirmation".

16.3 Common provisions (for both cases of withdrawal)

1) EXCEPTIONS FROM THE RIGHT OF WITHDRAWAL: You shall not have the right to withdraw from the Contract when it concerns any of the following products:

- Swimwear: return or change is not permitted if they do not include the hygiene sticker.
- Tights and socks: return is not permitted if their packaging has been unsealed.
- Underwear:
  Men: underwear cannot be returned or exchanged.
  Women: they can be returned or exchanged as long as they are in the same condition as when they were purchased and still have the bag or protective sticker with which they were sent.
- Pyjamas: they can be returned or exchanged as long as they are in the same condition as when they were purchased. Items that include a bag must be returned with it.
- Earrings: they must be returned within their original casing or cardboard, intact and under no sign of use.
- Fragrances and candles: they must be returned in the original sealed packaging.
- Cosmetics: they must be returned in the original sealed packaging and in their original condition.
- Customizable items: These items cannot be exchanged or returned, as they have been customized at the requested needs of the customer.
- Packs: items forming part of a pack (as for example underwear or socks etc) cannot be returned separately, as they are considered as ONE product, that’s why their package must not be opened.

- Books: in order to return a book from the Limited Edition, you must keep intact its original package.
- Special packaging and additional accessories: items sent with special packaging (fabric bags, special boxes, etc) or additional accessories must be returned with said packaging or accessories in the original condition. Even if it is about an ordinary order or a gift, these products must IN ANY CASE include said pieces.

2) PROPER CONDITION OF THE RETURNED PRODUCTS: Your right to withdraw from the Contract only applies to products which are returned in the same condition as you have received them. No reimbursement will be made to you if the product has been used after opening, if it is not in the same condition it was upon delivery or if it has been damaged. Therefore, you should take reasonable care of the products while they are in your possession. When returning a product, we would like to ask you to please also use or include any original packaging, instructions or any other accompanying document. In any case, you shall return the products together with the receipt that you have received upon their delivery. You will be provided with a summary on the exercise of your right to withdraw upon receiving the order. Returns of Gift Cards are governed by their Terms of Use.

3) RETUTND METHODS AND COST: Upon cancellation, the respective products shall be returned via one of the following methods:

a) RETURNS AT ANY MASSIMO DUTTI STORE

You may return any product purchased through this website at any of the MASSIMO DUTTI stores in Greece as long as it features the department to which the product you wish to return belongs to. In such a case, you should visit the store and return the product along with the receipt you received upon delivery, fully completed.

Returns of products ordered via electronic devices available in shops and paid at the shop's cash desk. Please note that with regard to orders placed via an electronic device at one of MASSIMO DUTTI shops in Greece and paid for at the store's cash desk, the return of these products can only be made at a MASSIMO DUTTI shop in Greece and not in the manners "b" or "c" mentioned hereinbelow or in any other way.

RETURN COST AT A MASSIMO DUTTI STORE: Any product return at a MASSIMO DUTTI store is always free of charge.

b) RETURNS THROUGH THE DROP-OFF METHOD

You may return the products at one of the collection points of the associated courier/partner available in Greece. To do this, you should request the return from the "Returns" section of "My Account" on the website and follow the directions provided in there in order to return them at one of the collection points of the associated courier/partner available in Greece. You must return the item in the same package that you received it. You can always return items from different orders in the same shipment/return. If you have made your purchase as a guest, you should request the return via the Drop-Off method by contacting us through one of the communication channels available at the section "CONTACT" in our website.

In the event that you wish to return items from different orders, please keep in mind that you have to make as many returns as the number of the orders, namely you cannot return items from different orders with one single return.

COST OF RETURN VIA THE DROP-OFF METHOD: Should you choose the DROP-OFF method for returning a product from an order, you will be charged with the cost mentioned each time in

"RETURNS" section in the HELP guide of the website. This cost will be deducted from the refunded value of the returned product. If no cost is mentioned in that section this means the drop-off method is free of charge.

c) RETURNS BY HOME COLLECTION:
You may return the products via the HOME COLLECTION method, in which case we will send a courier to pick up your package at the address of your choice. To do this, you should request the return from the "Returns" section of "My Account" on the website, following the rest of the instructions mentioned in there. You must return the item in the same package that you received it. If you have made your purchase as a guest, you should request the return by the HOME COLLECTION method by contacting us through one of the communication channels available at the section "CONTACT" in our website.
In the event that you wish to return items from different orders, please keep in mind that you have to make as many returns as the number of the orders, namely you cannot return items from different orders with one single return.
COST OF RETURN BY HOME COLLECTION: Should you choose the HOME COLLECTION method for returning a product from an order, you will be charged with the cost mentioned each time in the "RETURNS" section in the HELP guide of our website. This cost will be deducted from the refunded value of the returned product.

4) PROCEDURE FOLLOWING A RETURN: After examining the returned product in detail, we shall inform you of whether you have the right to reimbursement. Delivery costs will be reimbursed only when the legal right of withdrawal is exercised within the statutory period and under the very specific conditions mentioned in clause 16.1 above (please see "Effects of Withdrawal"). We will process your refund as soon as possible and, in any case, within 14 days of you having informed us of the withdrawal. Notwithstanding the foregoing, 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 earliest. The refund will always be paid using the same payment means you used to pay for your purchase. You shall be responsible for the cost and risk of returning the items to us, as indicated above. If you have any questions, you can contact us through one of the communication channels available at the section "CONTACT" in our website.

16.4 Returns of defective products

In the case where you consider that the product you have ordered, at the time of delivery, does not conform to the terms of the Contract, you must contact us immediately through one of the communication channels available at the section "CONTACT" in our website , describing in detail the product and its defect, and we will provide you with further instructions for subsequent action. You may return the product through any of the available return methods mentioned hereinabove. The product must be returned together with the receipt you have received upon its delivery. Upon receipt of the returned product, we shall carefully examine it and notify you via email within a reasonable time period of your right to a replacement or refund (as appropriate). We aim to process the refund or replacement of the product as soon as possible and, in any case, within 14 days from when we confirm via email that you are entitled to a refund or replacement for the defective product. In the case of a defective product, the amount paid shall be reimbursed in full, including a refund of the delivery charges and any reasonable costs incurred by you in returning the item. This provision does not affect your statutory rights under the legislation in force.

16.5 Right to cancel and return products ordered from abroad

If you have ordered products through this website from an EU Member State other than Greece, the aforementioned information regarding returns is still applicable with the restriction that returns via courier, appointed by us, can only be realised to the original address in Greece where the product was delivered.

Moreover, we would like to inform you that we are in no way obliged (except in the case of defective products, where this clause is not applicable) to pay for delivery costs when the return location is other than the original delivery address, as well as return costs when the return location is outside Greece.

17. LIABILITY AND WAIVING LIABILITY

Unless otherwise stipulated in these Terms, our liability in connection with any product purchased through our website is strictly limited to the purchase price of that product. Notwithstanding the above, our liability shall not be waived nor limited in the following cases: a) In case of death or injury caused by our negligence; b. In case of fraud or fraudulent misrepresentation; or c. In any case for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability. Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise stated in these Terms, we accept no liability for the following losses regardless of their origin: a) Loss of income or revenue; b. Loss of business; c. Loss of profits or contracts; d. Loss of anticipated savings; e. Loss of data and f. Loss related to time management or labour hours. Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not guarantee the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website. All product descriptions, information and content displayed on this website are provided "as is", with no further express or implied guarantees except those established by law. In this sense, if you are entering into the contract as a consumer or user, we are obliged to deliver goods that are in conformity with the Contract, assuming liability for any lack of conformity which exists at the time of delivery. Products are considered to be in conformity with the Contract when they: a) correspond to the description and the quality presented on the website, b) are suitable for the purposes for which items of this type are conventionally used and c) display the quality and performance that is usually and reasonably expected with items of this type.To the fullest extent permissible pursuant to law, we disclaim all other warranties of any kind except those in favour of consumers and users that may not be excluded legitimately. The provisions in this clause shall not affect your statutory rights as a consumer or user, nor your right to withdraw from the Contract.

18. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyrights, trademarks and all other intellectual property rights relating to all materials or contents provided as part of the website shall remain at all times vested in us or in our licensors. You are permitted to use this material only as expressly authorised by us or our licensors. This does not prevent you from using this website to the extent necessary when creating a copy of an order or of the Contract details.

19. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by knowingly introducing viruses, trojan horses, worms or other malicious software or materials which are malicious or technologically damaging. You shall not attempt to gain any unauthorised 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. A breach of this provision may constitute 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 competent authority to disclose the identity of the attacker. Likewise, in the event of such a breach, your right to use this website will cease immediately. We shall not be held liable for any loss or damage resulting from any denial of service attack, virus or 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.

20. LINKS FROM OUR WEBSITE

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

21. WRITTEN COMMUNICATION

Applicable laws require that some of the information or notifications that we send to you should be in written form. When using our site, you agree that communication with us will be mainly electronic. We will contact you through one of the communication channels available (please refer to the section "CONTACT" in our website). For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communication that we provide to you electronically comply with any legal requirement that such communications be in writing. This clause does not affect your statutory rights.

22. NOTIFICATIONS

All notifications that you send us should be submitted via our online contact form. Subject to Clause 21, and as otherwise stipulated, we may send you notifications by email or to the postal address you have provided to us when placing an order. A notification will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an email, that the notification was sent to the email address specified by the recipient.

23. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding for both parties, as well as for our respective successors and assignees. You may not transfer, cede, levy or in any other way transfer a Contract or any of your rights or duties derived from the same, without our prior written consent. We may transfer, cede, levy, sub-contract or otherwise dispose of a Contract, or any of our rights or duties deriving from it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, cession, levy or other disposition shall not affect your statutory rights as a consumer nor cancel, reduce or otherwise limit any guarantee which may have been provided by us to you, whether express or implied.

24. EVENTS BEYOND OUR CONTROL (FORCE MAJEURE)

We shall not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when this is caused by events outside our reasonable control (Force Majeure). Force Majeure shall include any act, event, failure to exercise, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: a) Strikes, lock-

outs or other industrial action. b. Civil unrest, revolt, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. c. Fire, explosion, storm, flood, earthquake, collapse, epidemic or other natural disaster. d. Impossibility of the use of railways, ships, aircraft, motorised transport or other means of public or private transport. e. Inability to use public or private telecommunications networks. f. Acts, decrees, legislation, regulations or restrictions by the government. g. Any maritime, postal or other relevant transport strike, failure or accident. Our performance under any Contract is deemed to be suspended for the period that any Force Majeure continues, and we will be given an extension of time for the performance of our obligations equal to the duration of said period. We will use our reasonable endeavours to bring the Force Majeure situation to a close or to find a solution by which our obligations under the Contract may be performed despite the situation of Force Majeure.

25. WAIVING RIGHTS

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 or these Terms, 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 an individual claim shall not constitute a waiver of any subsequent similar claim. The waiving on our part of any of these Terms or of the rights or remedies derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalised and notified to you in accordance with the provisions of the Notifications section above.

26. PARTIAL ANNULMENT

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

27. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. Both you and we acknowledge that we enter into the Contract without depending on any declaration, undertaking or promise made by the other contractual party or inferred from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms. Neither you nor we shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to breach of the Contract in accordance with the provisions of these Terms.

28. OUR RIGHT TO AMEND THESE TERMS

We have the right to revise and amend these Terms at any time. You will be subject to the policies and Terms in force at the time that you use this website or order items from us, unless any amendment to those policies, Terms or Privacy Policy is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

29. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the Contracts for the purchase of products through such website shall be governed by Greek 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 Greek courts. If you are entering into the contract as a consumer, nothing in this Clause shall affect your statutory rights as such.

30. COMMENTS AND SUGGESTIONS

Your comments and suggestions are always welcome. Please send us all comments and suggestions via our online contact form. If you as a consumer consider that your rights have been breached, you may address your complaints to us through one of the communication channels available at the section “CONTACT” in our website.

If you have made an online purchase via our website, we hereby inform you in accordance with the European Regulation (EU) No. 524/2013 that you are entitled to pursue a settlement regarding a consumer dispute out of court via the Online Dispute Resolution Platform, which is accessible at http://ec.europa.eu/consumers/odr/.

You can download a copy of the withdrawal form from the following link:
PDF document

Last updated on 06/05/2025.

APPENDIX

Model Withdrawal Form

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

To: "ITX HELLAS SINGLE MEMBER S.A.", operating under the trade mark Massimo Dutti, address: 13-17, 28 Oktovriou Street, P.C. 10432, Athens, Greece

I hereby notify you that I withdraw from this sales contract regarding the following goods:

Order/Delivery date (*): ……

Name of Consumer: ……

Address of Consumer: ……..

Signature of Consumer (only if this form is submitted in written form): ……..

Date:……..

(*) Delete accordingly

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 HELLAS SINGLE MEMBER S.A.", having its registered office at 13-17, 28 Oktovriou str, Athens, Greece, number of registration in the Business Register of Athens: 935101000, Fiscal Code and VAT Number: 094352564.

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 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 non-commercial 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.

Last updated on 06/05/2025