# MASSIMO DUTTI

# PURCHASE CONDITIONS

## 1.INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website (www.massimodutti.com) and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website.

When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you must not use this website.

These Conditions may be modified.

It is your responsibility to read them periodically, as the current conditions at the time of formalisation of the relevant Contract (as defined further on) or of use of this website shall be those that apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us by using the contact form.

The Contract (as defined below) may be executed, at your option, in any of the languages in which the Conditions are available on this website.

## 2.OUR DETAILS

Sale of goods through this web page is carried out under the name MASSIMO DUTTI by ITX PORTUGAL – CONFECCOES S.A., sociedade comercial anónima, registered under the address: Avenida Fontes Pereira de Melo, n.º49, 2.º esquerdo, 1050-120 Lisboa, registered in Conservatória do Registo Comercial de Lisboa, under the Company Identification Number 500 781 419, with the social capital of 2.800.000,00 (two million and eight hundred thousand euros).

## 3. YOUR DETAILS AND YOUR VISITS TO THIS WEB PAGE

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 the information and details and you state that all information and details provided are true and correspond to reality.

## 4.USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

i. Use this website to make legally valid enquiries and orders only.
ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the pertinent authorities.
iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly.

You also agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

## 5.SERVICE AVAILABILITY

The items sold on this website are only available for delivery within Portugal. If you wish, you may order items from another EU Member State, outside of Portugal, through this website; however, the ordered items can only be delivered to MASSIMO DUTTI stores or delivery addresses within Portugal.

## 6.FORMALISING THE CONTRACT

When placing an order, the User must follow the online shopping procedure and click on "Authorise Payment" having first read and accepted these Purchase Conditions.

At that point, the User will have entered into a purchase and sales contract with us (the “Contract”). After doing so, he or she will receive an email confirming receipt of the order (“Order Confirmation”). Later, he or she will receive an email confirming delivery of the order (“Delivery Confirmation”). An electronic receipt containing details of the User’s order will be attached to the Delivery Confirmation (the “E-receipt”)

## 7.AVAILABILITY OF PRODUCTS

All orders are subject to availability of the items.

As such, should difficulties arise concerning the supply an item or where no more items remain in stock, MASSIMO DUTTI will reimburse within 30 days any amount paid for the unavailable items.

## 8.DELIVERY

Notwithstanding clause 7 above on the availability of items, and except when due to extraordinary circumstances, MASSIMO DUTTI will do everything possible to deliver the order containing the item(s) detailed in the Delivery Confirmation before the date indicated therein; if no delivery date has been specified, within the time frame estimated upon selecting the delivery method; and in any case, within a maximum period of 30 days starting from delivery of the Order Confirmation.

However, delays may occur as a result of product customisation, unforeseen circumstances or the delivery location.

The Virtual Gift Card will be delivered on the date indicated by the User when placing his or her order.

If for any reason Massimo Dutti is unable to comply with the delivery date for reasons not attributable to the company, the User will be informed of the situation and provided the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid, without prejudice to any other rights applicable under current legislation.

Keep in mind that Massimo Dutti does not make deliveries on Saturdays or Sundays, except for Virtual Gift Cards, which are delivered on the date indicated by the User.

For the purposes of these Conditions, "delivery" shall be understood to have taken place, or the order "delivered", as soon as the User or a third party indicated by the User acquires physical possession of the items, which will be evidenced by the signing of the receipt of the order at the agreed delivery address.

The Virtual Gift Card will be considered delivered as set out under the respective Terms and Conditions of Use and, in any case, at the time of its delivery to the email address specified by the User.

## 9. INABILITY TO DELIVER

If it is impossible for MASSIMO DUTTI to deliver an order, we will leave a note for the User explaining where their order is located and what he or she must do to have it delivered again.

In the event of non-delivery of the product within the set time frame, the User may be charged for costs associated with storing the products and costs arising from repeated attempts to deliver the order.

## 10. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery.

You will take ownership of the products 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.

## 11. BUYING GOODS AS A GUESS

The functionality of buying goods as a guest is also available on the website.

Under this type of purchase, only such data which are essential to process your order will be requested from you.

Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

## 12. VALUE-ADDED TAX (VAT)

All purchases made via this Website are subject to prevailing Portuguese Value Added Tax (VAT).

## 13. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error.

Although we make every effort to ensure that the prices featured on the web page are correct, error may occur.

If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it.

If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

We are not obliged to provide you with any product at the incorrect lower price (even when we have sent the Delivery Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

The prices on the website include IVA, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment.

To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step.

Furthermore, throughout the purchase process, before payment, you can modify the details of your order.

You are provided with a detailed description of the purchase process in the Shopping Guide.

Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the cards Visa, Mastercard, American Express and Affinity Card and PayPal.

Also, you can pay all or part of the price of your purchase with a gift card or a voucher of MASSIMO DUTTI issued by Fashion Retail, S.A. or ITX PORTUGAL CONFECÇOES, S.A.

To minimise the risk of non-authorised access, your credit card details will be encrypted.

Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction.

The charge on your card will be made at the time your order leaves our warehouse.

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

When you click "Authorise Payment", you are confirming that the credit card is yours or you are the rightful holder of the gift card or the voucher.

Credit cards are subject to verification and authorisation by the card issuing entity, but if the entity does not authorise the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalise any Contract with you.

The payment of orders may be processed by ITX-PORTUGAL CONFECÇOES, S.A., an Inditex Group company that receives and processes such payments on behalf of MASSIMO DUTTI, being duly authorised to this end.

For the sake of clarity, please note that ITX PORTUGAL CONFECÇOES, S.A. shall on no account be regarded as part of this contract (namely, as a seller of MASSIMO DUTTI products).

## 14. PERSONAL TAILORING

This website contains a specific Personal Tailoring section where, as well as information regarding the service, you can also find information relating to the products purchased at Personal Tailoring and, in the event you have already purchased a Personal Tailoring shirt in any of the GRUPO MASSIMO DUTTI stores, you will be able to make new Personal Tailoring purchases at the ITX PORTUGAL CONFECÇOES, S.A. entity on its website www.massimodutti.com, or at the ITX PORTUGAL CONFECÇOES, S.A entity, in MASSIMO DUTTI stores which sell Personal Tailoring items.

Likewise, and in conformance with the conditions of use in the corresponding section, you can manage Personal Tailoring appointments on this website for any of the GRUPO MASSIMO DUTTI Company's establishments in Portugal where Personal Tailoring is available.

## 15. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase.

Express Checkout is available in the View Basket section.

To use Express Checkout you will have to save your card information.

You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option.

This will result in the following card information being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy Policy and Conditions.

By agreeing to use Express Checkout, you authorise that purchases paid though the tool be charged to the respective card linked to the tool.

Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them.

If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favourite Card", and will be charged for Express Checkout purchases by default.

However, you may change your Favourite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Basket.

A screen will immediately appear with the shipping, billing and payment information for your purchase.

The information available on this screen cannot be edited, so if there is incorrect information do not complete the purchase.

To make purchases using different details please do not use the Express Checkout service.

You may change your Favourite Card linked to Express Checkout in the My Account section of this webpage.

The provisions of this clause shall not apply if you buy goods as a guest.

## 16. EXCHANGE / REFUNDS POLICY

16.1 Right of withdrawal from the contract

Upon entering into a contract as a consumer, the User is legally entitled to withdraw from the Contract within 14 days thereafter without justification.

The withdrawal period will expire after 14 days from the day on which the User, or a third party other than the carrier and indicated by the User, acquires physical possession of the items; or in the event of multiple items in one order delivered separately, after 14 days from the day on which the User, or a third party other than the carrier indicated and by the User, acquires physical possession of the last item in the order.

To exercise the right of withdrawal from the contract, the User must notify MASSIMO DUTTI of the decision to withdraw from the Contract at the following address: Massimo Dutti E-commerce España, Polígono industrial INDITEX, Camino de Tordera a Palafolls S/N.

Km.0.6 08490 Tordera. (Barcelona); by calling 800 834 288; by sending an email to contact@massimodutti.com; or by filling out our contact form.

The notification must be made in an unambiguous statement (for example, a letter sent by post or by email).

The User may use the model withdrawal form included in the Annex.

Nevertheless, the User may exercise his or her right of withdrawal via any method, and is under no obligation to use any specific one of these methods.

In order to comply with the deadline for withdrawal from the contact, the User need simply send his or her statement regarding the right to withdraw from the contract before expiry of the associated period.

*Implications of withdrawing from the contract*

If the User withdraws from this Contract, all payments made by him or her will be refunded, including the costs of delivery (with the exception of the supplementary costs resulting from choosing a type of delivery other than the least expensive type of standard delivery offered by Massimo Dutti) without undue delay and, in any event, not later than 14 days from the day on which Massimo Dutti is informed of the decision to withdraw from this Contract.

The refund will be made via the same payment method used by the User for the original transaction, except when the payment was made using a voucher.

In this case, the refund will be made using a MASSIMO DUTTI gift card or voucher card, issued by ITX PORTUGAL CONFECÇOES, S.A.

In any event, the User will not incur any charge as a result of the refund.

Notwithstanding the above, MASSIMO DUTTI may withhold the refund until the company has received the returned items or until the User has supplied evidence of having sent back the items, whichever happens first.

The User can send the returned items with a printed copy of the E-receipt that comes attached in the Delivery Confirmation to the following address, Polígono industrial INDITEX Camino de Tordera a Palafolls S/N. 08490 Tordera. (Barcelona - Spain) or return them to any MASSIMO DUTTI store in Portugal, presenting either the E-receipt on your mobile device or a printed copy of the E-receipt without undue delay and, in any event, no later than 14 days from the day on which the User communicates his or her decision to withdraw from this Contract.

The deadline will be considered fulfilled if the User returns the items before the 14-day period has elapsed.

Unless the User delivers the items to a MASSIMO DUTTI store in Portugal or returns the items via a Courier arranged by us, he or she shall bear the direct cost of returning the items.

The User is only liable for any diminished value of the items resulting from handling them in a manner other than what is necessary to establish their nature, characteristics and functioning.

*16.2 Contractual right to return products*

In addition to the legally recognised right of withdrawal granted to consumers mentioned in clause 16.1 above, the User has a period of 30 days from the Delivery Confirmation indicating that the items have left the warehouse to return the products (except those cases mentioned in clause 16.3 below, for which the right to return those products is excluded).

Returning the Gift Card is governed by its own Terms and Conditions.

If the User returns the items within the established contractual term for the right to return them, but once the statutory period has expired, he or she will only be reimbursed for the amount paid for those items.

The User will be responsible for the direct costs of returning the product when the return is not carried out in a MASSIMO DUTTI store in Portugal or via a Courier arranged by MASSIMO DUTTI.

The User may exercise his or her right to return products pursuant to the provisions of clause 16.1 above on exercising the right to withdraw from the contract.

Nevertheless, the User must notify MASSMIO DUTTI of his or her intention to return the products and proceed to do so within a period of 30 days starting from the date of the Delivery Confirmation indicating when the item(s) left the warehouse.

*16.3 Common provisions*

The User does not have the contractual right to return the following items:

i. Customised items
ii. Music CDs/DVDs without their original packaging.
iii. Sealed products which are not suitable for return due to hygiene reasons, having been unsealed after delivery.

The contractual right to return products shall apply solely to items returned in the same condition as that in which they were received.

No reimbursement will be made if the product has been used more than just to open its packaging, if the items are not in the same condition as when they were delivered or if they have been damaged.

Therefore, the User must take care of the products(s) while in his or her possession.

The User must return products using or including all original packaging, instructions and any other accompanying documents when applicable.

When returning an item, the user must always include the receipt that was furnished at the time the item was delivered.

When making a return, the items must be returned as follows:

I. Returns at any MASSIMO DUTTI store: The User may return any item to any MASSIMO DUTTI store within the same country that has the same section to which the item belongs. In this case, you must go to that store and present, along with the product, the E-receipt that was attached to the email confirming dispatch. The E-receipt may be presented in digital format via your mobile device or in the form of a printout. This option is free.

II. Returns via a courier: When returning the item(s) via a courier arranged by MASSIMO DUTTI, the User must contact us using the online contact form or by telephone 800 834 288 to organise collection of the product at his or her address. The User must return the product in the same packaging in which it was received, with a printed copy of the E-receipt that was attached to the delivery confirmation email. The costs of this return method will be charged to the customer; we will apply a fixed fee (as specified in the Return Policy section), which will be deducted directly from the amount to be refunded to the customer.

III. Returns at collection points: The customer can request a return at a collection point in Portugal determined by us. Once the return has been requested, the customer will receive an e-mail and a stamped proof of return to print and attach to the order. To

request a proof of return, follow the instructions in the "Returns" section of "My Account" on this website. The costs of this return method will be charged to the customer; we will charge a flat fee of €1.95, which we will deduct immediately from the amount to be refunded.

If the items were purchased as a guest, the User can request a return via courier by calling 800 834 2 88.

If the User does not wish to use either of the two available free options, her or she will be responsible for covering the costs of the return.

If the User decides to return the items via "cash on delivery", MASSIMO DUTTI will be authorised to charge him or her for any incurred costs.

After examining the item, Massimo Dutti will notify the User of their right to a refund of the amount paid.

Delivery costs will be refunded if the contractual right to return the products was carried out within the statutory period and if all items in question are returned successfully.

The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which the User notified us of his or her intention to withdraw from the purchase.

Notwithstanding the above, Massimo Dutti may withhold the refund until the company has received the returned items or until the User has supplied evidence of having sent back the items, whichever happens first.

The refund will be made via the same payment method used to make the original purchase.

The User will assume the cost of returning the items to MASSIMO DUTTI if he or she chooses not to use one of the free return methods specified earlier.

For questions, the User can contact us via our contact form or by calling 800 834 2 88.

Notwithstanding the limitations of the contractual right to return products, provided in clause 16.2, this Clause shall not apply to the exercising of the right to withdraw from the contact to which the consumer is legally entitled, in particular with regard to the limitation of the power to inspect and handle goods.

*16.4 Defective products*

At the time of delivery, if the User considers that the product does not meet the conditions set out in the Contract, he or she must contact us via our contact form, providing details of the product and damage that has occurred, or by calling 800 834

288, within a legally established period of two months, whereupon we will instruct him or her on how to proceed.

The User must return the product together with a printed copy of the E-receipt to the address indicated therein, or by bringing it to a MASSIMO DUTTI store in Portugal and presenting either the E-receipt on his or her mobile device or a printed copy of the ereceipt.

At this point, the User will be refunded the corresponding amount.

As legally provided for, in lieu of withdrawal from the contract (and the resulting return of the item and reimbursement thereof), the User may also opt to exchange the product.

A refund of the price, exchange of the item or appropriate reduction in price paid for the item will be carried out as promptly as possible and, in all cases, within 30 days following the request by the user for remedying the lack of conformity of the goods.

All amounts paid for the items returned due to any demonstrable damage or defect will be refunded in full, including costs associated with delivery of the item and costs borne by the User in returning the item to MASSIMO DUTTI.

The refund will be made via the same payment method used to make the purchase.

In any event, all rights recognised in current legislation will be safeguarded.

16.5 Variations that shall not be deemed defects

Items sold by MASSIMO DUTTI, especially handcrafted items, often exhibit the natural characteristics of the materials used to make them.

These features, such as grain, texture, knots and colours shall not be regarded as defects or damage.

On the contrary, they are to be expected and appreciated.

MASSIMO DUTTI selects only items of the highest quality, however natural features are inevitable and should be understood as part of the individual appearance of the product.

The provisions in this clause shall not affect the rights of the User as a consumer, nor his or her right to withdraw from the Contract.

## 17. CUSTOMISED PRODUCTS

This website includes a section where you can customise certain products with text and characters, choosing from the options available for each item.

You can find more information about this service in the Shopping Guide.

Due to technical reasons or other reasons beyond our control, please note that actual colours, textures and sizes may vary from those shown on your screen.

Furthermore, please note that, as these are customised items, it will not be possible to return or exchange them.

The Customer guarantees that they are authorised to use the text or other elements in the customised products.

However, we reserve the right to refuse customisation or cancel customised product orders for failing to comply with the conditions in question.

The Customer will be solely responsible for the requested customisation.

We can refuse customisation or cancel customised product orders if we detect that the customisation consists of, or includes, inappropriate elements, property of third parties or unlawful content.

We do not assume any obligation to check nor do we assume responsibility for the text or other elements contained in customisations created by users of this service.

We do not guarantee the legality of these texts or other elements.

Therefore, we are not liable for any loss and/or damage that may arise for any user(s) and/or any other third parties – whether individuals or public or private entities – resulting directly or indirectly from the customisation of products or bearing any type of direct or indirect relation to said customisation and/or their products.

## 18. MASSIMO DUTTI FEEL BENEFITS

If you are a registered user acting in your capacity as a consumer, you may have access to discounts, advantages, benefits, incentives, and other exclusive opportunities (hereinafter, "Massimo Dutti Feel Benefits") either on our website and app, or in our physical stores (with the exception of Massimo Dutti For & From stores, points of sale without their own permanent sales outlet, and factory outlets). The Massimo Dutti Feel Benefits will be communicated periodically in accordance with applicable law and will be subject to the terms governing each of the Massimo Dutti Feel Benefits (hereinafter, "Specific Conditions"), which will be duly announced. Accordingly, these Terms of Use and Purchase will be supplemented by the Specific Conditions of each of the Massimo Dutti Feel Benefits.

## 19. INTELLECTUAL PROPERTY

You recognise and agree that all copyrights, registered trademarks and other intellectual property rights to the materials or contents provided as part of the website belong to us at all times or to those who grant us license for their use.

You may use said material only to the extent that we or the usage licensers authorise it expressly.

This does not prevent you from using this website to the extent necessary to copy the information on your order or Contact details.

## 20. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material.

You shall not attempt to make unauthorised access to this website, the server on which the site is housed or any server, computer or database related to our website.

You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations.

We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker.

Likewise, in the event of failure to comply with this clause, authorisation to use this website shall be suspended immediately.

We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

## 21. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatsoever over the content of those websites or materials.

Therefore, we shall accept no liability for any damage or harm deriving from their use.

## 22. WRITTEN COMMUNICATION

Applicable legislation requires that some of the information or notifications that MASSIMO DUTTI sends to Users be in written form.

By using this website, the User consents to receiving the majority of these communications from MASSIMO DUTTI via electronic means.

Massimo Dutti will contact the User by email or by posting the information on notifications throughout the website.

For contractual purposes, the User consents to the use of these methods of electronic communication, and accepts that all contracts, notifications, information and other communications that are sent electronically by MASSIMO DUTTI comply with the legal requirements of providing them in writing.

This condition will not affect the User's statutory rights

## 23. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form.

Pursuant to the provisions in clause 21 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, or three days after the postage date on 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.

## 24. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract is binding both for the User and Massimo Dutti, as well as for the respective successors, assignees and heirs.

The User may not transmit, assign, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same without having obtained prior written consent from MASSIMO DUTTI.

MASSIMO DUTTI may transmit, assign, levy, sub-contract or otherwise transfer a Contract or any of the rights or obligations deriving from same at any time during the period for which the Contract is valid to any INDITEX Group company.

All other transmissions of the contractual position, rights or obligations of MASSIMO DUTTI established under this contract will also be subject to the prior consent of the User.

To avoid any doubt, said transmissions, assignments, levies or other transfers shall not affect the rights that the User has as a consumer recognised by law; nor will they cancel, reduce or limit in any way the express and tacit guarantees that we have given the User.

## 25. FORCE MAJEURE EVENTS

MASSIMO DUTTI will not be liable for any non-compliance or delay in compliance with any of the obligations assumed under a Contract when caused by events that are beyond reasonable control ("Force Majeure").

Force Majeure Events include any act, event, failure to exercise, omission or accident beyond the reasonable control of MASSIMO DUTTI, including but not limited to the following: i.

General Strikes or other forms of protest which have a significant effect on the country. ii.

Civil disorder, rebellions, invasion, terrorist attack or threat, war (whether declared or not) or threat of or preparation for war. iii.

Fire, explosion, storm, flood, earthquake, collapse, epidemic or other natural disaster. iv.

Inability to use railways, shipping, aircraft, motor transport or other means of public or private transport. v.

Inability to use public or private telecommunication systems.

It shall be understood that the obligations of MASSIMO DUTTI deriving from Contracts are suspended during the period in which Force Majeure remains in effect, and the company will be given an extension to fulfil these obligations lasting an amount of time equal to that of the Force Majeure event.

MASSIMO DUTTI will provide all reasonable resources to attempt to end the Force Majeure event or to find a solution that enables the company to fulfil its obligations by virtue of the Contract despite the Force Majeure event.

## 26. WAIVING OF RIGHTS

Should MASSIMO DUTTI not require the User's strict compliance with any of the obligations assumed by him or her by virtue of a Contract or its Conditions or should the User not exercise the rights or actions that concern MASSIMO DUTTI by virtue of a Contract or its Conditions, does not constitute the waiving or limitation of said rights or actions, nor exonerate the User from fulfilling his or her obligations.

The waiving of a specific right or action on behalf of MASSIMO DUTTI shall not constitute the waiving of other rights or actions derived from the Contract or its Conditions.

The waiving of any of these Conditions or rights or actions derived from the Contract on behalf of MASSIMO DUTTI shall not take effect unless expressly stipulated that it is indeed a waiving of rights and is formalised and communicated to the User in accordance with the provisions of the Notifications section above.

## 27. PARTIAL ANNULMENT

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

## 26. ENTIRE AGREEMENT

These Conditions and any document referenced in the same constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing.

You and ourselves acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither you nor ourselves 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 contract in accordance with the provisions of these Conditions.

## 27. RIGHT TO MODIFY THESE CONDITIONS

MASSIMO DUTTI reserves the right to modify these Conditions.

The User will be informed by us of any significant changes made to these Conditions.

These changes will not be retroactive in nature and, barring any exceptional circumstances, will be applied 30 days after the date of their respective notification.

If you do not consent to any of the implemented changes, we recommend that you do not use this website.

## 28. APPLICABLE LAW AND JURISDICTION

Use of the MASSIMO DUTTI website and the contracts for purchasing items on the website will be governed by Portuguese law.

If the User enters into a Contract as a consumer, nothing in this clause shall affect his or her rights as recognised in any current applicable legislation.

## 31. COMMENTS AND SUGGESTIONS

We welcome your comments and suggestions.

Please, send any comments or suggestions you may have via our contact form.

Moreover, there are official claim forms available to consumers and users.

These forms can be requested by calling 800 834 288 or through our contact form.

## 32. ALTERNATIVE DISPUTE RESOLUTION

If, as a consumer, you feel your Rights have been infringed, you may email a complaint to contact@massimodutti.com in order to seek an out-of-court settlement.

In this sense, if the transaction between you and our company has been completed via our website, we hereby inform you – in accordance with EU regulation no. 524/2013 – that you are entitled to seek settlement of any dispute out-of-court by accessing the online settlements platform at http://ec.europa.eu/consumers/odr/ You may consult the current list of Alternative Dispute Resolution Bodies available under article 17 of Law no. 144/2015, of 8 September, on the Consumer Portal at www.consumidor.pt.

**CANCELLATION FORM MODEL**

(Fill out and return this form only if you wish to terminate the contract)

To ITX PORTUGAL - CONFECÇÕES S.A,
Avenida Fontes Pereira de Melo, No. 49, 2nd Floor Left
1050-120 Lisbon
(email: contact@massimodutti.com)

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

Ordered on / received on (*)

Consumer's name

Consumer's address

Consumer's signature (only if this form is submitted in paper format)

Date

(*) Delete as appropriate

# MASSIMO DUTTI T&C APP AND FEATURES

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services on MASSIMO DUTTI's app (the "App") and various features, all of them 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 , where applicable.

Features 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"); (iii) the option to use you QR code to identify yourself as a MASSIMO DUTTI user and (iv) the option to receive the electronic 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 the digital receipt rather than a paper receipt.

Both Physical Store and Online Stores are operated in Portugal by the company ITX PORTUGAL - CONFECÇÕES, S.A., having its registered office at Av. Fontes Pereira de Melo, 49, 2ºEsq., 1050-120 Lisboa, number of registration 500781419.

## 1. GENERAL DESCRIPTION OF THE FEATURES

1. Purchase of goods on www.MASSIMODUTTI.com via MASSIMO DUTTI's APP

Customers can purchase goods 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.MASSIMO DUTTI.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 Identify yourself as a MASSIMO DUTTI user by showing your QR ID.

Your QR ID is valid for identify yourself on the store, simplifying the procedures and allowing you to have a better experience.

Your QR could also allow you to participate in promotional actions and get other advantages, which will be subject to the corresponding terms applicable for each case.

1.4 Obtaining an electronic receipt

When paying for a purchase in Physical Stores, you may obtain a receipt in electronic format instead of the paper one.

To do so, you will have to previously activate the concrete the option "Digital receipt" on the App and present the QR ID code 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 your QR ID, 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 activating the concrete the option "Digital receipt" on your app you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form.

You can, previous of each transaction, opt to receive the digital receipt or the paper receipt, at your best convenience.

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 of the App, 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.

1.5 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, 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, 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 authorized by you without our knowledge.

b) when errors or malfunction 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 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.