1. INTRODUCTION.

This document (together with all the documents mentioned therein) establishes the terms and conditions governing the use of this website (www.massimodutti.com) and the purchase of products on it (hereinafter the "Terms and Conditions").

You are advised to read the present Terms and Conditions carefully as well as our Cookies Policy and our Privacy Policy (jointly, the “Data Protection Policy”) before using this website. Upon using this website or placing an order through it, you are consenting to these binding Terms and Conditions and to our Data Protection Policies, and as such, if you do not agree to all of the Terms Conditions and the Data Protection Policies, you must not use this website.

If you have any queries regarding the Conditions or Data Protection Policies, you can contact us via our contact form. You may choose to formalise the contract in any of the languages in which the Terms and Conditions are available on this website.

2. OUR DETAILS

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

3. YOUR DETAILS AND VISITING THIS WEBSITE

The personal information or data you provide about yourself will be processed as established in the Data Protection Policies. By using this website, you consent to the processing of this information and data and declare that all the information and data you provide are accurate.

4. USE OF OUR WEBSITE

By using this website and placing orders on it, you agree to:

1. Use this website for legally valid consultations or orders only.

2. Not place any false or fraudulent orders. If we have reasonable grounds for considering a placed order to be of this kind, we reserve the right to cancel it and inform the relevant authorities.

3. Provide your email address, postal address and/or other contact information truthfully and correctly.

You also consent to our using this information to contact you if necessary (see our Privacy Policy). If you do not provide us will all the information we need, we will not be able to process your order. When placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts.

5. SERVICE AVAILABILITY

The items offered through this website are only available for delivery in Spanish territory.

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

6. HOW TO PLACE AN ORDER

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

7. TECHNICAL MEANS OF CORRECTING ERRORS

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

In any event, you can correct errors concerning the personal data provided during the purchase process by contacting customer service at the phone number 900 456 000 or at the email address contact.ic@massimodutti.com, as well as exercise your right to correction established in our Privacy Policy by writing to funcionlopd@inditex.com. This website displays confirmation screens at various points throughout the purchasing process, which do not allow the order to be processed if the data in these sections has not been entered correctly. Furthermore, this website offers the details of all of the items you’ve added to your basket during the purchase process, so that you can modify your order before making the payment.

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

8. PRODUCT AVAILABILITY

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

9. DELIVERY

Unless there are circumstances arising from customisation of the products, or unexpected or extraordinary circumstances occur, we will send you the order consisting of the product or products listed in each Shipping Confirmation within the time indicated on the website for the selected delivery method, and in any event, within the maximum period of 30 days from the date of the Order Confirmation. We will send virtual gift cards on the date indicated by you when placing the order.

If, for some reason, we are not able to comply with the delivery date, we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date,

or to cancel the order with a full refund of the price paid. Please note that we do not make home deliveries on Saturdays or Sundays, except in the case of the virtual gift card, which will be delivered on the date you specified. For the purposes of these Terms and Conditions, a “delivery” will be deemed completed or the order will be deemed “delivered” when you or a third party indicated by you acquires the material possession of the products, accredited with the signature of receipt of the order at the delivery address specified.

The virtual gift card will be understood to have been delivered as established in the Terms and Conditions for Use of the Gift Card, and in any case, on the date it was sent to the email address indicated.

10. UNSUCCESSFUL DELIVERIES

If we are unable to deliver your order to you, we will try to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. In this event, we will leave a note explaining where your order is located and what to do to have it delivered again. If you are not going to be at the delivery location at the time of delivery, please contact us to arrange for the delivery to be made another day.

If 15 days have elapsed since your order became available for delivery and the order has not been delivered for reasons not attributable to us, we will understand if you wish to cancel the contract and we will consider it terminated. Following the termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional charges resulting from your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay and, in any case, in a maximum of 14 days from the date we consider the contract to be terminated. Please note that the transport arising from the termination may incur an additional cost, and we will therefore have the right to charge you for the corresponding costs.

This clause will not be applicable to the virtual gift card, the delivery of which will be governed by the Terms and Conditions for Use of the Gift Card and the provisions of Clause 9 above.

11. INSTANT DELIVERY

If you chose to have your order delivered in store using our "Instant Delivery" service, you order may be delivered before the time period indicated on our website. Please bear in mind that this service cannot be selected when you place your order and is subject to availability and other factors.

Once your “Instant Delivery” order has been prepared, we will contact you to inform you that your order is available to be picked up. You may pick up your order personally at the store you have selected for pick-up (you need to bring the order number and ID) or you can designate another person to pick up the order in your name. In this case, the person designated to pick up the order should present the order number along with appropriate ID.

12. TRANSFER OF RISK AND OWNERSHIP

Product risks shall be your responsibility from the moment of delivery. You will acquire ownership of the products when we receive payment in full for all amounts owed in relation to said products,

including shipping costs, or at the time of delivery (according to the definition in clause 9 above), if the delivery takes place subsequently.

13. PRICE AND PAYMENT

The prices on the website include VAT, (where applicable), but exclude delivery costs, which are added to the total amount owed as explained in our Shopping Guide - Delivery.

Prices may change at any time, but any such changes will not affect orders for which the Order Confirmation has already been sent. Once you have selected all of the items that you wish to purchase, these items will have been added to your basket and the next step will be to process the order and make the payment. To do this, you should follow the steps of the purchasing process, filling out or verifying the information that is requested in each step. Additionally, during the purchasing process, you will be able to modify the details of your order before making your payment. You may refer to a detailed description of the purchasing process in the Shopping Guide. Furthermore, if you are a registered user, a list of all the orders you have placed is available in the My Account section. You can pay with Visa, MasterCard, American Express or Affinity cards, or PayPal. You can also pay for all or part of your purchase with a gift card or a MASSIMO DUTTI e-voucher issued by GRUPO MASSIMO DUTTI, S.A. or by FASHION RETAIL, S.A.

We inform you that Fashion Retail, S.A. with registered address at Avenida de la Diputación, Edificio Inditex, A Coruña (Spain), registered in the Commercial Registry of A Coruña, Vol. 3425, Page 49, C47731, and with Tax Identification Number A-70301981, will conduct all charges and, where applicable, refunds relating to payments through this website, on behalf of GRUPO MASSIMO DUTTI, S.A.

If you place an order using one of the electronic devices available at some MASSIMO DUTTI stores in Spain, at some locations, you can also pay using any of the payment methods available at those stores.

To minimise the risk of unauthorised access, your credit card data will be encrypted.

By clicking on “Authorise Payment”, you are confirming that the credit card is yours or that you are the legitimate holder of the gift card or voucher.

Credit cards shall be subject to authorisations and checks by their issuing entity, but if this entity does not authorise the payment, we shall not be held responsible for any delay or failure to deliver, and we shall not be able to formalise any contract with you.

14. PURCHASING AS A GUEST

This website also allows you to shop as a guest. In this purchase mode, you will be asked only for the basic information needed to process your order. After the purchase process is complete, you will be given the option of registering as a user or continuing as a non-registered user.

15. QUICK PURCHASE

You can use the quick purchase option (hereunder, "Quick Purchase") to shop on this website more easily, without having to enter your delivery, billing and payment information for each purchase. Quick

Purchase is available in the Shopping Basket section. To use Quick Purchase, you must save your credit card information. You can do this when paying with any of the cards accepted on this website, marking the option "save my card information". This involves storing the following card information: card number, cardholder name as it appears on the card and card expiry date. To save your card information and use Quick Purchase, you must accept the current Terms and Conditions and Privacy Policy. By accepting the use of Quick Purchase, you authorise payment for the purchases you make using the tool to be charged to the card associated with the tool. In any case, the use of your card will be governed by the terms and conditions you have agreed to with the issuer of your card.

You can save the information of as many cards as you like in Quick Purchase, after making at least one payment with each card. If you want to save the information of more than one card, the card whose information you saved most recently will be considered your "Favourite Card", and used by default for purchases made using Quick Purchase. However, you can change your Favourite Card in the "My Account" section of this website. To use Quick Purchase, just click on the "Quick Purchase" button that appears on the Shopping Basket page. A page will immediately appear with the delivery, invoicing and payment information of your purchase. The information available on this page cannot be edited, so if any detail is not correct, do not finalise the purchase. To shop using other information, please do not use Quick Purchase. You can change the Favourite Card associated with Quick Purchase in the My Account section of this website. The provisions of this clause will not be applicable if you are making a purchase as a guest.

16. PERSONAL TAILORING

This website contains a specific Personal Tailoring section where, in addition to presenting information regarding the service, you can also find information relating to the products purchased with Personal Tailoring and, in the event you have already purchased a Personal Tailoring shirt in any of the MASSIMO DUTTI stores in Spain, you will be able to make new purchases of “made-to-measure” Personal Tailoring shirts on the website www.massimodutti.com, or at the MASSIMO DUTTI stores in Spain that sell Personal Tailoring items.

Likewise, and in compliance with the terms and conditions of use in the corresponding section, you can manage Personal Tailoring appointments on this website for any of the MASSIMO DUTTI stores in Spain where Personal Tailoring is available.

17. VALUE ADDED TAX AND INVOICING

In accordance with the provisions of article 68 of Law 37/1992, of 28 December, on the Value Added Tax, the delivery of the items will be understood to be in Spanish VAT-applicable territory if the delivery address is in Spanish territory, except the Canary Islands, Ceuta and Melilla. The applicable VAT rate will be the legally applicable rate at the time, depending on the specific item. VAT is not charged on deliveries to the Canary Islands, Ceuta and Melilla in accordance with Article 21 of Law 37/1992, without prejudice to the application of taxes and duties in accordance with the regulations of each of these territories.

You expressly authorise us to issue the invoice in electronic format. However, at any time you can request a hard copy of your invoice, in which case we will issue and send you the invoice on paper.

18. RETURN POLICY

18.1 Legal right to cancel the purchase

Right to cancellation

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

Effects of withdrawing

If you decide to withdraw, we will refund all the payments received from you, including delivery charges to the initial shipping address (with the exception of any additional charges resulting from your choice of a delivery method other than the least expensive ordinary delivery method we offer) without any undue delay, and in any case, in a maximum of
14 calendar days from the date on which you notified us of your decision to withdraw from this contract. We will make the reimbursement using the same method of payment used for the initial transaction. You will not incur any fees as a result of such reimbursement. Notwithstanding the foregoing, we may withhold reimbursement until we have received the returned goods or you have presented proof of having returned the goods, depending on which condition is met first.

You should return the products directly at any one of the MASSIMO DUTTI stores in Spain, or by requesting the return via messenger/Courier (regardless of the delivery method selected) or at one of the authorised Correos drop points in Spain using the return label we sent with your request or by sending the products to NAVE MASSIMO DUTTI, Pol. industrial INDITEX. Camino de Tordera a Palafolls S/N. Km.0.6 08490 Tordera. (Barcelona), without undue delay and in any event no later than 14 calendar days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the time period specified has expired.

Unless the goods are returned to a MASSIMO DUTTI shop in Spain, via a courier organised by us or at one of the authorised Correos delivery points in Spain, you must bear the cost of returning the goods. In this last case, remember that you must deliver, along with the products, a printed copy of the electronic receipt that you will have received with the Shipping Confirmation.

You will only be responsible for a reduction in value of the goods resulting from handling them in a way other than that needed to establish their nature, characteristics and functionality.

18.2 Contractual right of withdrawal.

In addition to the legally recognised consumer and user right to withdraw, mentioned in Clause 18.1 above, we grant you a period of 30 days from the date of the Shipping Confirmation to return the products (except those mentioned in Clause 18.3 below, excluded from the right to withdraw). Gift card returns are subject to the Gift Card Terms and Conditions of Use. In the event of products returned within the contractual time frame of the right of withdrawal, but once the legal time frame has expired, only the price paid for the products will be reimbursed. You will have to bear the direct costs associated with returning the item when you do not make the return to the MASSIMO DUTTI stores in Spain or through messenger service/Courier arranged by us (regardless of the delivery method selected) or in one of the authorised Correos delivery points in Spain.

You can exercise your right of withdrawal according to Clause 18.1 above even if you notify us of your intention to withdraw from the contract after the legal withdrawal period has ended. In any case you will need to deliver the goods to us within 30 days from the delivery confirmation of the products.

18.3 Common provisions

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

* Customised items.
* Music CDs/DVDs without their original packaging.
* Goods that are sealed for hygiene purposes which have been opened after delivery.

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

• Returns to MASSIMO DUTTI stores.

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

• Returns via messenger/courier.

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

mind that you can request a return via messenger/Courier regardless of the type of delivery method selected upon completing your order.

• Returns via authorised Correos delivery points in Spain.

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

None of the three options will entail any additional cost to you.

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

After examining the item, we will inform you whether you are entitled to a refund for the amount paid. Delivery costs will only be reimbursed when the right of withdrawal is exercised within the legal time frame and all items included in the order in question are returned. The refund will be paid as soon as possible and in all cases within 14 days from the date on which you notified us of your intention to withdraw. However, we may withhold reimbursement until we have received the returned goods or you have presented proof of having returned the goods, depending on which condition is met first. The refund will always be paid using the same payment method used to pay for your purchase, except when the return is made using a gift receipt. In this last case, the refund will be paid through a MASSIMO DUTTI card or voucher receipt.

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

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

18.4 Returns in the Canary Islands, Ceuta and Melilla

If you wish to exchange or return a product delivered in the Canary Islands, Ceuta or Melilla, you may do so in person at any MASSIMO DUTTI store, via the messenger/Courier service that we will send to your home (regardless of the delivery method selected) or at one of the authorised Correos delivery points in Spain, according to the provisions of this clause. If this is not possible, you must return the items at your own cost.

18.5 Returns of defective products

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

The return will be processed or the item will be replaced as soon as possible and in all cases within 14 days of the date on which we send you the email confirming that the item can be returned or replaced.

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

18.6 Right of withdrawal and return of orders from abroad.

If you have placed an order through this website from a Member State of the European Union other than Spain, clauses 18.1, 18.2, 18.3 and 18.4 above will apply with the restriction that the return through a courier organised by us can only be made from the original delivery address in Spain.

Likewise, we inform you that under no circumstances (with the exception of the provisions of clause 18.5 to which this clause, 18.6, does not apply) will we be obliged to reimburse you shipping costs other than those incurred to the original delivery in Spain, or return costs from a destination outside of Spanish territory.

19. GUARANTEES

As a consumer and user, we provide guarantees for the products sold via this website and in the legally established terms for each type of product, and thus will respond to a lack of conformity of said products, which becomes apparent within two years of the delivery of the product. However, we remind you that sufficient evidence of the lack of conformity with the contracted product must be provided, if apparent, after six months from the delivery of the product.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect from the same type a product. In this respect, if any of the products do not conform with the contract, you should bring it to our attention by following the process detailed in the aforementioned section 18.5 and through any of the communication methods destined for this purpose.

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

20. LIABILITY AND EXEMPTION FROM LIABILITY

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

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

* loss of business;

* loss of earnings or loss of contracts;

* loss of anticipated savings;

* loss of data; and

* loss of management time or office hours.

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

21. INDUSTRIAL AND INTELLECTUAL PROPERTY

You recognise and agree that all copyrights, registered brand names and other industrial and intellectual property rights over the material or content provided as part of this website belong to us or to the owners who have granted us a licence for their use. You may only use this material as expressly authorised by us or whoever has granted us a licence for its use. This will not prevent you from using this website as needed to copy information regarding your order or Contact information.

22. VIRUSES, PIRACY AND OTHER CYBERATTACKS

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

Also, anyone in breach of this Clause will immediately no longer be authorised to use this website. We shall not be liable for any damages or loss resulting from a denial of service attack, virus or any other software or technologically damaging material that may affect your computer, computer equipment,

data or materials as a result of using this site or downloading content from it or those to which it redirects.

23. LINKS FROM OUR WEBSITE

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

24. WRITTEN COMMUNICATION

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

25. NOTIFICATIONS

The notifications you send us should preferably be sent via our contact form. In accordance with the above Clause 24 and unless otherwise stipulated, we may send you communications either to your email address or to the postal address provided when you place an order. The notifications will be understood to have been received and to have been issued correctly as soon as they are published on our website, 24 hours after sending you an email or three days after the postmarked date of any letter. Proof that the notification has been sent shall only require, 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 post box, and in the case of an e-mail, that the notification was sent to the e-mail address specified by the recipient.

26. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

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

27. EVENTS BEYOND OUR CONTROL

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

1. Strikes, lockout or other industrial action.

2. Civil unrest, uprising, invasion, terrorist threat or attack, war (declared or undeclared) or the threat of or preparations for war.

3. Fire, explosions, storms, floods, earthquakes, sinking, epidemic or any other natural disaster.

4. Unavailability of trains, boats, planes, motor vehicles or other means of transport, whether public or private.

5. Unavailability of use of public or private communications systems.

6. Acts, decrees, legislation, regulations or restrictions by any government or public authority.

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

28. WAIVER

If we do not require you to comply strictly with your obligations arising from a contract or from these Terms and Conditions, or if we do not exercise the rights or take the actions to which we are entitled by virtue of such a contract or these Terms and Conditions, this will not mean that we waive or limit such rights or actions, nor does it exempt you from complying with such obligations. If we waive a specific right or action, this will not imply that we waive any other rights or actions arising from a contract or these Terms and Conditions. No waiver by us of any of these Terms and Conditions or to the rights or actions derived from a contract will take effect unless expressly stipulated that it is a waiver of rights and it is formalised and communicated to you in writing pursuant to the provisions of the Notifications section above.

29. PARTIAL ANNULMENT

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

30. COMPLETE AGREEMENT

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

31. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions. Any changes introduced will not be retroactive.

If you do not agree with the changes made, we recommend you do not use our website.

32. APPLICABLE LEGISLATION AND JURISDICTION

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

33. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

We welcome your comments and suggestions. We ask that you send any comments and suggestions, as well as any queries, complaints or claims, via our contact form, by telephone or to the postal address or email address indicated in clause 2 of these Terms and Conditions. We also have official complaint forms available to consumers and users. You can request these by calling 900 456 000 or via of our contact form.

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

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

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

Last modified: 03 December 2018

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

Withdrawal Form template

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

To the attention of Grupo Massimo Dutti, S.A. acting under the trading name Massimo Dutti, Carretera Tordera-Palafolls s/n, 08490 Tordera, Barcelona, contact.ic@massimodutti.com

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered/received (*):

Consumer name:

Consumer address:

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

Date:

(*) Cross out any which are not applicable

“WALLET” FUNCTIONALITY

These terms and conditions of use (hereinafter the “Wallet Terms and Conditions”) govern, for specific and additional purposes, access to and use of the services and various functionalities of Wallet (hereinafter and for these purposes, “Wallet” or the “Service”) available on the App (as will be defined below) for the Massimo Dutti brand. These Terms and Conditions are, without prejudice to and supplementary to, the Terms and Conditions of Use and Purchase of www.massimodutti.com and to the extent that it is the result of correct usage of the Service and/or Wallet, are also regulated by the same.

The features of the Wallet include the option of managing payments for purchases made in physical Massimo Dutti stores (hereinafter, and according to the corresponding reference, “Physical Store” or “Physical Stores”) as well as managing purchase receipts from online MASSIMO DUTTI stores (hereinafter, “Online Store”), both being operated in Spain by GRUPO MASSIMO DUTTI, S.A., a Spanish company with the business address Avda. de la Diputación, Edificio Inditex, 15143 Arteixo (A Coruña), registered in the Company Register of A Coruña in Volume 1,762, General Section, Folio 211, Page C15,800, 6th Registration, and with Tax ID number A78115201, telephone number 900 456 000 and email contact.ic@massimodutti.com. In the other countries in which Massimo Dutti has physical stores, marketing through the physical stores is operated by the corresponding company, according to each case.

1. **GENERAL DESCRIPTION OF THE SERVICE**

Among other functionalities, the use of Wallet enables the initiation of payment for purchases made in person in Physical Stores authorised for this purpose, as well as other functionalities relating to the management of receipts, both for purchases in Physical Stores as well as those made on the Online Store. As well as the initiation of payments, Wallet enables the following tasks to be performed:

i. Access to electronic receipts for purchases made in Physical Stores in cases where the payment is initiated with Wallet or those receipts that have been requested or generated conforming to the provisions set out in paragraphs (iii) and (iv) below. Electronic receipts for the Online Store will also be accessible;

ii. Management of payment cards and gift cards: enables cards that will be used for payment to be added for payments initiated using Wallet in Physical Stores. If there are cards that have already been saved through the online sales quick purchase option, these will automatically be available to be activated as the Wallet payment card.

By adding new card details, you authorise us to check the validity of your credit, debit and gift cards, the details of which you wish to store, and which might include a charge being made to your card through the micropayment security system. The amount of this micropayment will be refunded within a maximum period of one month from the date it was applied.

As well as managing the cards themselves, depending on the security mechanisms activated on the device on which the App is being used, Wallet may request that a password be generated for the cards.

iii. Receipt “scanning”: from a paper format receipt, a digital copy may be generated by scanning the QR code that is printed on the receipt. From this time on, you may carry out returns at Physical Stores using said receipt, under the applicable terms and conditions, according to Massimo Dutti's commercial policy and, in any event, in accordance with current legislation.

iv. Receiving an electronic receipt: if you pay using a credit card or in cash in Physical Stores you may request an electronic format receipt. To do so, the QR code on your device that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App. From this time on, you may carry out exchanges or returns at Physical Stores using said receipt, under the applicable terms and conditions, according to Massimo Dutti's commercial policy and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt.
In any case, regarding any functionalities of Wallet, the governing regulation on electronic receipts or any other regulation applicable shall always prevail, and those to which these Wallet conditions are bound.

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.

Initiating payments through Wallet

To manage payments with Wallet in Physical Stores authorised for this purpose, you must follow the instructions provided by the staff in the relevant store. In any case, bear in mind that to initiate a payment through Wallet you must present the QR code generated by the App so the staff can check it and scan it using the technology in the till zone of the Physical Store. Depending on the security mechanisms activated on the device on which you are using the App, Wallet may request that you enter the Wallet Password to generate a QR code that will allow you to manage the payment.

For payments initiated through Wallet, you are reminded and accept that an electronic receipt will be issued and that a paper receipt will not.

When a payment in a Physical Store is initiated through Wallet, it will be charged to the card that you choose in the Service when initiating the payment.

The handing over of the items will take place when you authorise the payment initiation for the purchase of said items, through the presentation of the QR code to the staff and the scanning of this code by the technology in the till zone in the Physical Store.

Purchases where the payment was initiated through Wallet shall be governed unequivocally by the terms and purchasing conditions of the corresponding Physical Store. For this reason, any claim relating to the contract between you and the corresponding Physical Store should be addressed to Massimo Dutti, or when applicable in a specific case, for example, due to having been carried out in physical stores not in Spain, to the relevant company according to the case in question.

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

Wallet may only be used to initiate payments in the establishments indicated. The use of Wallet for other purposes is strictly prohibited. We, therefore, reserve the right to delete a user and cancel their account and demand liability of the user who has carried out wrongful or fraudulent use of the service, or who does not comply with the regulations and procedures contained in these Wallet Conditions and/or other legal texts applicable to Wallet, the App and/or the Service.

2. AVAILABILITY OF THE SERVICE AND WALLET

While always respecting current legislation, we reserve the right to modify, suspend or delete, at any time, at our discretion and without notice, whether of a general or particular nature for one or more users, a part or all of the functionalities of Wallet, as well as modify, suspend or delete, under the same conditions, the availability in part or in whole of the Service.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we will not be liable for damages that you may incur due to the use of Wallet.

You agree to use Wallet solely for the purposes for which it is intended, and therefore, not to carry out any wrongful or fraudulent use thereof, being liable to the Company or any third party for damages incurred from wrongful use of Wallet. You will be liable in the following cases:

a) where your equipment or terminals associated with the App, SIM cards, email addresses and/or any of the Passwords are used by a third party authorised by you without our knowledge.
b) where errors or failures occur in your use of Wallet or the App as a consequence of a defective functioning of your hardware, software, devices or terminals or for not having set up the necessary security mechanisms on the device on which the App is being used.

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS AND OTHER RIGHTS

The App. Wallet and any of the elements that form part of, or are included in, the App or WalletSociedad, are the property of or are under the control of the Company or third parties that have authorised its use.

This shall henceforth be referred to, in its entirety, as the "Property".

The user undertakes not to withdraw, suppress, alter, manipulate or make any modifications to: - Notes, keys, indications or symbols that either the Company or legitimate holders of the rights incorporate into their property in terms of intellectual or industrial property (such as for example, copyright, ©, ® and ™, etc.).
- The technical protection or identification devices that the Property may contain (for example, watermarks, digital prints, etc.).

The user accepts that by virtue of these Wallet Conditions, the Company does not transfer or cede any rights over their Property, or over any third-party properties, to the user. The Company only authorises the user access and use of these in compliance with the terms indicated in these Wallet Conditions.

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

Access and use of the Property shall at all times be carried out for personal and non-commercial purposes.
The Company reserves all rights over the Property including but not limited to, all the intellectual and industrial property rights that it holds over the same.

The Company does not concede any other license or authorisation of use to the user of its Property that is not expressly detailed in this clause.

The Company reserves the right to resolve or modify at any time and for any reason, the licenses agreed to by virtue of these Wallet Conditions. Notwithstanding, the Company may take legal action against any use by the user that:
- does not comply with the terms and conditions specified herein;
- infringes or violates the intellectual or industrial property rights or other similar rights of the Company or any other legitimate third-party title holder; or - infringes any applicable regulation.