

## DISCLAIMER AND PURCHASE TERMS AND CONDITIONS FOR THE MASSIMO DUTTI WEBSITE / APP

### 1. INTRODUCTION

This document (together with the documents mentioned in it) establishes the conditions governing the use of this website ([www.massimodutti.com](http://www.massimodutti.com)) / app and the purchase of products on it (hereinafter the "**Conditions**"). We urge you to read the Conditions carefully before using this website / app. When you use this website / app or place an order on it, you are aware that you are bound by these Conditions, so if you do not agree with all of the Conditions, you must not use this website / app. These Conditions may be modified. It is your responsibility to read them periodically, as the current conditions at the time of use of the website / app or formalisation of the Contract (as defined further on) shall be applied.

### 2. OUR INFORMATION

This website / app is operated by ITX Retail Suisse Sàrl, a Swiss company with registered office at 6 Rue Louis-d'Affry, 1700 Fribourg, Switzerland registered with the Companies Register of Fribourg and holder of VAT number CHE-100.642.311 VAT.

### 3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE / APP

The information and personal details that you provide us about yourself shall be processed in accordance with the Privacy Policy. When using this website / app, you consent to the processing of this information and details and declare that all the information and details you provide us are true and correct.

### 4. USE OF OUR WEBSITE / APP

When using this website / app and placing orders through it, you promise to:

1. Use this website / app to make legally valid enquiries and orders only.
2. Not to place any false or fraudulent orders. If it can be reasonably considered that an order of this type has been placed, we are authorised to cancel it and inform the relevant authorities.
3. To provide us with your e-mail address, postal address and/or other contact information. You also agree that we may use this information to contact you if necessary (see our Privacy Policy).

If you do not give us all the information we need, we will be unable to process the order. When placing an order through this website / app, you declare that you are over 18 years old and have the legal capacity to enter into contracts.

## 5. SERVICE AVAILABILITY

The items offered on this website / app are only available in Switzerland.

## 6. ENTERING INTO THE CONTRACT

The information contained in these Conditions and the details contained in this website / app do not constitute an offer of sale, but an invitation to enter into a contract. No contract will exist between you and us with regard to any product until your order has been expressly accepted by us. If your offer is not accepted and a charge has been made to your account, its amount will be refunded in its totality. To place an order, you must follow the online purchasing process and click "Authorise payment". Following this, you will receive an e-mail confirming receipt of your order (the "**Order Confirmation**"). Bear in mind that this does not signify that your order has been accepted, as the order itself constitutes an offer which you have made to us to purchase one or more products. All orders are subject to our acceptance, of which you will be informed by means of an e-mail in which we confirm that the product is being sent (the "**Delivery Confirmation**"). The contract between us for the purchase of a product (the "**Contract**") will only be formalised when we send you the Delivery Confirmation. Only the products listed in the Delivery Confirmation shall be subject to the Contract. We are not obliged to provide you with any other product that has not been ordered until we confirm that these have been sent in a Delivery Confirmation.

## 7. PRODUCT AVAILABILITY

All product orders are subject to their availability. To this effect, if difficulties occur regarding the delivery of products or if there are no articles in stock, we reserve the right to provide you with information about replacement products of a quality and value equal to or greater than that which you may have ordered. If you do not wish to place an order for these replacement products, we will reimburse you any amount which you may have paid.

## 8. REFUSAL TO PROCESS AN ORDER

We reserve the right to withdraw any product from this website / app at any time and to remove or modify any of its material or content. Although we will do everything possible to always process all the orders, exceptional circumstances may arise which oblige us to reject the processing of an order after having sent the Order Confirmation.

We therefore reserve the right to do so at any time, at our sole discretion. We will not be liable to you or to any third party for the act of withdrawing any product from this website / app, regardless of whether said product has been sold or otherwise, for withdrawing or modifying any material or content from the website / app, or for refusing to process an order after we have sent the Order Confirmation.

## 9. DELIVERY

Except as provided in Clause 7 above with regard to the availability of the products, and except where extraordinary circumstances arise, we will try to send the order consisting of the product/s listed in each Order Confirmation before the delivery date that appears in the Order Confirmation in question, or if no delivery date is specified, within 15 days from the date of the Order Confirmation. However, delays may occur for any of the following reasons:

- personalisation of the products;
- specialised articles;
- unforeseen circumstances; or
- delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. With regard to the virtual gift card (“Gift e-card”), we will send it on the date indicated by you when you place your order.

Keep in mind in any case that we do not make deliveries on Saturdays or Sundays except in the case of the Gift e-card which will be delivered on the date indicated by you.

For the purposes of these Conditions, it will be understood that the "delivery" has been made or that the order has been "delivered" at the moment the order has been signed for at the agreed delivery address although the Gift e-card shall be deemed to be delivered in accordance with the Use Conditions of the Gift Card (the “Gift Card Conditions”), and in all cases on the delivery date of the Gift e-card to the e-mail address indicated by you.

## 10. IMPOSSIBILITY OF DELIVERY

If after two attempts it is impossible for us to deliver your order, we will try to find a safe place to leave it. In addition, we will leave a note indicating where your order is and what to do in order to collect it. If you are not going to be at the place of delivery at the agreed time, please contact us to agree on another day. If 45 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 that you wish to cancel the Contract and we will consider it resolved. As a consequence of the cancellation of the Contract, we will reimburse you for the price paid for such products as soon as possible, and in all cases, within a maximum of 30 days from the date on when which we consider the Contract to be cancelled. In these cases, we will be authorised to charge you for the transport costs deriving from delivery and Contract cancellation costs.

This clause shall not apply to the Gift e-card for which the delivery shall be governed by the Gift Card Conditions and the above clause 9.

## 11. PASSING 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.

## 12. PRICE AND PAYMENT

### 1. General

The price of each product shall be the one quoted from time to time on our website / app, except where there is an apparent error. Whilst we take care to ensure that all prices quoted on our website / app are accurate, errors may occur. If we discover an error in the price of any product(s) you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s) you will receive a full refund. We are under no obligation to sell any product at the incorrect lower price (even after we have sent you a Delivery Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as such. The prices displayed on our website / app include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Buying Guide. Prices may change at any time but (except as provided above) any potential change will not affect any order regarding which an Order Confirmation has been sent. Once you have finished shopping, all the items you wish to purchase are added to your basket, and your next step will be to go through the checkout process and make payment. To do this:

1. Click on "Shopping basket" at the top of the page.
2. Click on "Go to your shopping basket".
3. Click on "Process order".
4. Fill in or check your contact details, the details of your order, the delivery address and the invoicing address.
5. Enter the details of your card.
6. Click on "Authorise Payment".

The procedure for Quick Purchase (as described below) is as follows:

1. Click on the "Shopping Basket" button at the top of the page.
2. Click "Go to your shopping basket".
3. Click on the "One click shopping" button. Check the contact information, order details, delivery address and invoicing address.
4. Click "Authorise Payment".

You can pay by using Visa, Mastercard, American Express and PayPal. Similarly, you can pay all or part of the price of your order with a gift card or a credit voucher card issued by ITX Retail Suisse Sàrl.

To minimize the risk of unauthorised access, your card data will be encrypted. Once we receive your order, we will request pre-authorisation on your card to ensure there are

sufficient funds available to complete the transaction. The charge to your card will be made the moment your order leaves our warehouse. If your form of payment is PayPal, the charge will be made the moment we confirm the order. If you click on "Authorise Payment" you are confirming that the credit card and gift/voucher card belongs to you. Credit cards are subject to validation checks and authorization by your Card issuer. If we do not receive the required authorization, we will not be liable for any delay or non-delivery and we will not be able to form any Contract with you.

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

If you are placing your order through one of the electronic devices that are available at certain Massimo Dutti stores in Switzerland for this purpose, you must follow the steps of the purchase process that appear on the device, completing or verifying the information requested in each step. Throughout the purchase process, before payment, you can modify the details of your order. You must choose your payment method, and whether or not you require a gift receipt (if one is available), before you place your order. Please note that a binding order is placed at the time that you press the relevant "Authorise Payment" button on the device screen, and you are required to pay for your order once it has been placed.

Payment can be made by Visa, Mastercard, or American Express card, and the above provisions regarding validation checks and authorisation of your card will apply. You may also be given the option to pay for your order at the till, and in which case, your payment can be made by any of the means of payment available in those stores.

### 12.1 BUYING GOODS AS A GUEST

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

### 12.2 FAST CHECKOUT

Using the quick purchase tool (hereinafter, "Quick Purchase"), you will be able to make your purchases on our website / app more easily, without having to enter delivery, invoicing and payment details for each purchase. The Quick Purchase option will be available in the Shopping Basket section. To use Quick Purchase, you must save your card details. You can do so when you pay with any of the cards accepted on this website / app by checking the "One click shopping" option. This implies storing the following details for your card: Card number, card holder as it appears written thereon and card expiry date. You must accept the current Conditions and Privacy Policy in order to save your card details and use the Quick Purchase option. When you accept use of the Quick Purchase option, you are authorising the purchases to be charged to the card entered on this tool. Card usage will, in any event, be governed by the conditions subscribed between yourself and your card issuer. You can save the details of as many cards as you like in the Quick Purchase tool, but to do so you must make at least one payment with each one. If you wish to save the details of more than one card, the details of the card

most recently saved will be considered your “Favourite Card”, to which your purchases made using Quick Purchase will be charged by default. You can, however, modify your Favourite Card in the “My Account” section on this website / app.

To use Quick Purchase, simply click on the "One click shopping" button that will appear in the Shopping Basket. The delivery, invoicing and payment details for your purchase will come up immediately onto the screen. The information shown on this screen cannot be edited, therefore if there is a mistake, you must not complete the purchase. Do not use Quick Purchase if you want to make purchases using other details. You can modify your Favourite Card associated with the Quick Purchase option by going to the “My Account” section of this website / app.

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

### 13. VALUE ADDED TAX

In accordance with current regulation, all purchases made through our website / app will be subject to Value Added Tax (VAT).

### 14. CHANGES/RETURNS POLICY

#### 14.1 CONTRACTUAL RIGHT TO CANCEL

We grant you a period of 30 calendar days from the date of the Delivery Confirmation to return products (except those mentioned in Clause 14.2 below, excluded from the right to cancel). In this case, the price paid for such products will be refunded. You will be responsible for the direct costs of returning the product when the return is not carried out by the free means mentioned in clause 14.2 below. You must exercise your right to cancel by returning the products.

These provisions do not affect your rights under the regulations in force.

The return of a gift card shall be governed by the Gift Card Conditions.

#### 14.2 COMMON PROVISIONS

You do not have the right to cancel the Contract whose subject is the delivery of any of the following products:

- Personalised articles.
- Music CDs/DVDs without their original packaging.
- Underwear.
- Swimwear.
- Earrings.
- Stockings and socks.

Your right to cancel the Contract will apply exclusively to those products which are returned in the same condition as they were in when they were received. Please return

the article using or including the original packaging. You must also include all instructions, documents and wrappings of the product. No refund will be made if the product has been used beyond its opening or has suffered any damage. Therefore you must be careful with the products while they are in your possession. Exchanges may only be made for the same article in a different size or colour.

Further details on how to exercise your contractual right to cancel are set out below. You can make returns at any MASSIMO DUTTI store in the country where your product was delivered or by a messenger/courier that we will send to your home.

a) Returns at MASSIMO DUTTI store

(i) General

You may return the products at any of our MASSIMO DUTTI shops in the country where your product was delivered that have the same section of the articles that you would like to return. In this case, you must go to any of these stores and present, as well as the item, the e-ticket that was attached to the Delivery Confirmation, which is also saved under your account on our website / app, and on the Massimo Dutti mobile app. You can present the e-ticket either by showing it in digital form on your mobile phone, or by bringing to the store a print-out of the e-ticket.

(ii) Items ordered through electronic devices in store, paid for at the till

Please note that in respect of orders that were originally placed through an electronic device in a Massimo Dutti store in Switzerland and that were paid for at the till of that store, returns can only take place in any Massimo Dutti store in Switzerland and not via method b) below, or any other method.

b) Returns at an authorized delivery point

You can drop-off your item(s) at an authorized delivery point in Switzerland. To request a return “drop-off” you must select it in the “my account” section. We will then send you an email return slip which must be attached to your parcel, so you can drop it off at the respective delivery point.

If you make a purchase as a guest, you can also request to return the products at an authorized delivery point via the link which you received with your shipping confirmation. After the appropriate checks have been carried out, you will receive an email with a label that must be attached to your parcel so you can return it at any authorized deliver point.

You will not incur any additional costs when returning the product(s) in any of the Massimo Dutti stores. Otherwise, when using option b) above, we will charge a fixed amount at cost price which we will be immediately deducted from the amount to be refunded to you. If you do not wish to return products using the available options, you will be responsible for the return cost. Please bear in mind that if you decide to return the articles to us postage due, we will be authorised to charge you any expenses we may incur.

You must return the goods in the same package in which you received them, following the instructions you will find in the "EXCHANGES AND RETURNS" section on this website / app.

After examining the article we will inform you of whether you are authorised to be reimbursed for the amounts paid. The refund will be paid as soon as possible and, in all cases, within 30 days from the date on which you notified us of your intention to cancel. The refund will always be paid using the same payment means you used to pay for your purchase.

If you have any questions, you can contact us using the contact form or by calling the telephone number 0800 837 545.

#### 14.3 RETURNS OF DEFECTIVE PRODUCTS.

In cases where you consider at the time of delivery that the product does not conform with that stipulated in the Contract, you must 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 0800 837 545 where we tell you how to proceed.

You can return the product at any of our MASSIMO DUTTI stores in Switzerland or by delivering it to a courier who we will send to your home. We are entitled to ask for proof of purchase, which could be a copy of the e-ticket attached to the Delivery Confirmation.

We will examine the returned product thoroughly and inform you by e-mail within a reasonable period whether it is to be returned or replaced (where appropriate). The refunding or replacement of the article shall take place as soon as possible and in all cases within 30 days from the date on which we send you an e-mail confirming the refund or replacement of the product is going ahead. The amounts paid for any products returned due to any damage or defect, where applicable, will be reimbursed in full, including delivery charges incurred as a result of sending the article to you. The refund shall be paid by the same payment means you used to pay at the purchase.

The provisions set out in this clause do not affect your rights recognised in the current legislation in force.

#### 15. RESPONSIBILITY AND EXONERATION FROM RESPONSIBILITY

Except where the contrary is expressly stated in these Conditions, our responsibility with regard to any product purchased on our website / app will be strictly limited to the purchase price of said product. Notwithstanding the above, our responsibility is not excluded or limited in the following cases:

- In case of death or personal injury occasioned by our negligence;
- In case of fraud or fraudulent misinterpretation; or
- In any matter in which it is illegal or illicit for us to exclude, limit or attempt to exclude or limit our responsibility.



Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

- losses of revenues or sales;
- loss of business;
- loss of earnings or contracts;
- loss of anticipated savings;
- loss of data; and
- loss of management time or office hours.

Due to the open nature of this website / app and the possibility of errors being produced in the storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website / app unless expressly established to the contrary therein. All product descriptions, information and materials shown on this website / app are provided "as is", with no express or implied guarantees on the same. To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favour of consumers and users.

The provisions of this clause will not affect your legal rights as a consumer and user, nor your right to cancel the Contract.

## 16. INTELLECTUAL PROPERTY

You recognise and consent that all copyright, registered trademark and other intellectual property rights over the materials or contents provided as part of the website / app at all times correspond to us or to those who grant us permission for their use. You may use said material only to the extent that we or the usage licensors expressly authorise it. This does not prevent you from using this website / app as necessary in order to copy the information about your order or Contact details.

## 17. VIRUSES, HACKING AND OTHER COMPUTER ATTACKS

You may not make any undue use of this website / app by means of the intentional introduction of viruses, trojans, worms, logic bombs or any other malicious or damaging technological program or material. You shall not attempt to make unauthorised access to this website / app, the server on which the site is housed or any server, computer or database related to our website / app. You agree not to attack this website / app 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 cooperate 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 / app 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 / app or downloading content from it or from website / apps to which this site redirects you.

## 18. LINKS FROM OUR WEBSITE / APP

If our website / app contains links to other website / apps and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites / apps or materials. We therefore accept no responsibility for any damage or loss deriving from their use.

## 19. WRITTEN COMMUNICATIONS

When using this website / app, you accept that most of the communications with us will be electronic. We will contact you by e-mail or we will provide you with information by posting notices on this website / app. For contractual purposes, you consent to use this electronic communication method and recognise that all contracts, notifications, information and other communications which we send you electronically meet the legal requirements of being in writing.

The provisions set out in this clause do not affect your rights recognised in the current legislation in force.

## 20. NOTIFICATIONS

The notifications you send us should preferably be made using our contact form. Pursuant to the provisions in clause 19 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 / app, 24 hours after they have been sent by e-mail, or three days after the postage date on any letter. To prove that the notification has been made, in the case of a letter it will be sufficient to prove that it had the correct address, it was properly stamped and that it was duly posted at a post office or in a letter box, and in the case of an e-mail, that it was sent to the email address specified by the receiver.

## 21. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Contract is binding for both you and us, as well as for our respective successors and assignees. You may not transmit, assign, encumber or in any other manner transfer a Contract or any of the rights or obligations deriving from it for or to you without having received our prior written consent. We may transmit, assign, encumber subcontract or in any other manner transfer a Contract or any of the rights or obligations deriving from it for or to us at any time during the validity of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

## 22. EVENTS OUTSIDE OUR CONTROL

We will not be responsible for any breach or delay in compliance with any of the obligations we assume under a Contract caused by events which are outside our reasonable control ("Force Majeure"). Situations of Force Majeure shall include any act, event, failure to exercise, omission or accident that is reasonably out of our control and shall include especially (without limitation) the following:

1. Strike, lockout or other forms of protest.
2. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
4. Impossibility of using trains, ships, aeroplanes, motor transport or other means of transport, public or private.
5. Impossibility of using public or private telecommunications systems.
6. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
7. Strike, failures or accidents of maritime or river, postal or any other type of transport.

It will be understood that our obligations deriving from the Contracts will be suspended during the period during which Force Majeure continues, and we will have an extension of the deadline for meeting these obligations for a period of time equal to that for which the Force Majeure lasts. We will use all reasonable means to finalise the Force Majeure or to seek a solution that enables us to meet our obligations under the Contract, despite the Force Majeure.

## 23. WAIVER

Lack of requirement on our part for strict compliance on your part with any of the obligations you have assumed under the Contract or these Conditions or our failure to exercise the rights or actions which may correspond to us under said Contract or Conditions, will not result in any waiver or limitation with regard to said rights or actions, nor will it exonerate you from meeting such obligations. The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions. No waiver on our part of any of these Conditions or of the rights or actions derived from the Contract will take effect, unless it is expressly established that it is a waiver and is formalised and communicated in writing in accordance with that established in the Notifications section above.

## 24. SEVERABILITY

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.

## 25. ENTIRE AGREEMENT

These Conditions and all documents to which they expressly refer constitute the complete agreement between you and us with regard to their subject and replace any other prior pact, agreement or promise convened between you and us verbally or in writing. We and you acknowledge having consented to enter into the Contract without reliance on any declaration or promise made by the other party or which may be inferred from any declaration or document in the negotiations filed by both parties before said Contract, except that which appears expressly mentioned in these Conditions. Neither you or we will be able to take legal action regarding any untrue declaration made by the other party, verbal or in writing, prior to the date of the Contract (except where said declaration has been made in a fraudulent manner) and the only legal action which the other will be able to take will be due to a breach of contract in accordance with the provisions of these Conditions.

## 26. OUR RIGHT TO MODIFY THESE CONDITIONS

We have the right to review and modify these Conditions at any time. You are subject to the policies and Conditions in force at the moment when you use this website / app or place each order, except where by Law or decision of government bodies we have to make retroactive changes to these policies, Conditions or Privacy Policy, in which case the possible changes will also affect any orders you may have placed previously.

## 27. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website / app and the purchase contracts through said website / app are governed by Swiss legislation. Any dispute which may arise with regard to the use of the website / app or said contracts will be subject to the non-exclusive jurisdiction of the Swiss courts. If you are contracted as a consumer, nothing in this clause will affect the rights recognised you by the legislation in force.

## 28. COMMENTS AND SUGGESTIONS

Your comments and suggestions are very welcome. Please send us these comments and suggestions by means of our contact form. We also have official complaint sheets available to customers and users. You can request these by calling the telephone number 0800 837 545 or by means of our contact form.

Latest updated on 22 March 2023

## **TERMS AND CONDITIONS OF USE OF**

### **‘MASSIMO DUTTI’ APP FEATURES**

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on MASSIMO DUTTI’s App (as defined below). These Terms are in addition and without prejudice to the Purchase Conditions of [www.massimodutti.com](http://www.massimodutti.com).

Features available on the App include: (i) the option to purchase goods via MASSIMO DUTTI’s App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of [www.massimodutti.com](http://www.massimodutti.com); (ii) the option to manage receipts for purchases made on MASSIMO DUTTI’s online stores (the “Online Store”) and, (iii) the option to receive the electronic receipt or electronic proof of purchase, by showing at MASSIMO DUTTI’s Physical Stores the designated exclusive QR code for such purposes. Both Physical Store and Online Stores are operated in Switzerland by the company ITX Retail Suisse S.à.r.l., having its registered office at Rue Louis d’Affry 6 in 1700 Fribourg, Switzerland and is duly registered with VAT No.CHE-100.642.311 VAT (the “Company”).

#### **1. GENERAL DESCRIPTION OF THE SERVICE**

##### **1.1 Purchase of goods on [www.massimodutti.com](http://www.massimodutti.com) via MASSIMO DUTTI’s APP**

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

##### **1.2 Management of receipts for purchases made on the Online Store**

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

##### **1.3 Obtaining an electronic receipt**

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

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

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

In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail.

If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided.

#### 1.4 Scan receipts

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

### 2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

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

### 3. LIABILITY

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

You will be liable in the following cases:

a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorised by you without our knowledge;

b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

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

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

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

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.).
- Protection or identification technical devices that the Property may contain (e.g. watermarks, fingerprints, etc.). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

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

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

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

Dated: 1 July 2022