

MASSIMO DUTTI TERMS & CONDITIONS

1. INTRODUCTION

Welcome to the MASSIMODUTTI.COM website and co-branded versions of the website located at URLs that resolve to the domain name MASSIMODUTTI.COM (the "Website" or "Site"). As you have no doubt experienced with virtually all websites, your use of this Site, as well as the use of any MASSIMO DUTTI-branded mobile application on your smartphone or handheld device ("Mobile App"), is subject to certain terms and conditions of use (collectively "Terms") set forth below. These Terms are important for both you and us as they create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING AND/OR PLACING AN ORDER FROM THIS WEBSITE OR THE MOBILE APP. THEY MAY SEEM TECHNICAL AND LEGALISTIC, BUT THEY ARE IMPORTANT. BY USING THIS SITE, OUR MOBILE APP, AND/OR PLACING AN ORDER FROM THIS SITE OR THE MOBILE APP, YOU ACCEPT THESE TERMS, THE MASSIMO DUTTI GIFT CARD GENERAL TERMS AND CONDITIONS ("GIFT CARD TERMS"), AND OUR PRIVACY POLICY WITHOUT ANY RESERVATIONS OR QUALIFICATIONS, AND YOU AGREE TO BE BOUND BY THESE TERMS, THE GIFT CARD TERMS, AND OUR PRIVACY POLICY. THIS INCLUDES, WITHOUT LIMITATION, ACCEPTING THE TERMS RELATING TO BINDING ARBITRATION, WAIVER OF THE RIGHT TO CLASS ACTION DESCRIBED IN THE DISPUTE RESOLUTION SECTION BELOW, DISCLAIMER OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND NEW YORK CHOICE OF LAW AS SET FORTH HEREIN. IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY, WHETHER IN WHOLE OR IN PART, PLEASE DO NOT USE THE SITE OR OUR MOBILE APP, OR ANY OF THE SERVICES PROVIDED ON THE SITE OR THE MOBILE APP, OR PLACE AN ORDER FROM THE SITE OR THE MOBILE APP.

These Terms constitute an agreement between you (hereinafter, "you" or "your") on the one hand, and Massimo Dutti USA, Inc., a New York corporation with its principal address at 500 5th Avenue, Suite 400, New York, NY 10110 (hereinafter collectively, "us," "our," "we," "MASSIMO DUTTI," or the "Vendor") on the other hand, in relation to your use of the Website or Mobile App, the goods/services offered and sold through this Website or the Mobile App, and any orders you place through the Website or Mobile App (collectively, the "MASSIMO DUTTI Services"). Before you place an order, please carefully read these Terms, the Gift Card Terms and our Privacy Policy.

If you have any questions about the Terms, the Gift Card Terms, or the Privacy Policy, you may contact us via the contact information provided on our "Contact Us" webpage on the Site.

2. DISPUTES

You agree that any controversy or claim arising out of or relating to the Terms, the Gift Card Terms, the Site, the Mobile App, the Privacy Policy, and/or the MASSIMO DUTTI Services shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you in your hometown area), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by

calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Alternatively, you may assert your claims in small claims court in accordance with the terms of these Terms if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If you initiate arbitration against MASSIMO DUTTI, you will not be responsible for professional fees for the arbitrator's services or any other JAMS fees. If MASSIMO DUTTI initiates arbitration against you, MASSIMO DUTTI will pay for the arbitrator's services and any other JAMS fees associated with the arbitration. In the event that the claimant is able to demonstrate that the costs of arbitration will be cost-prohibitive or greater than the costs of litigation, MASSIMO DUTTI will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive or more expensive than the cost of litigation. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than the condition that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor MASSIMO DUTTI shall be entitled to arbitrate their dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT USE THE SITE OR MOBILE APP, ANY OF THE SERVICES PROVIDED ON THE SITE OR MOBILE APP, OR PLACE AN ORDER FROM THE SITE OR MOBILE APP IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. YOU FURTHER AGREE THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE, THE MOBILE APP, THE PRIVACY POLICY, THE GIFT CARD TERMS, AND/OR THESE TERMS WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

Any disputes arising out of or relating to these Terms, the Gift Card Terms, the Privacy Policy, the Site, the Mobile App, and/or the MASSIMO DUTTI Services shall be resolved in accordance with the laws of state of New York, without regard to its conflict of law rules. Any disputes, actions or proceedings relating to these Terms or your access to or use of the Site or the Mobile App not subject to the arbitration provisions set forth herein must be brought in the Federal or state courts located in the state of New York and you irrevocably consent to the exclusive jurisdiction and venue of such courts.

3. USE OF OUR WEBSITE AND/OR MOBILE APP

You agree that:

1. You may only use the Website and/or Mobile App to make legitimate inquiries or orders.
2. You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.
3. You also agree to provide correct and accurate email, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Privacy Policy for more information on how we use your personal information).
4. If you do not give us all of the information that we need, we may not be able to complete your order.
5. You will not attempt to interfere or interfere in any way with the Site's network, the Mobile App's network, or our networks, or related network security, or attempt to use the Site's or Mobile App's service to gain unauthorized access to any other computer system.
6. You will not use the Site or Mobile App to communicate, transmit, or post material that infringes on the intellectual property, privacy or publicity right of another person or entity.
7. You will not use the Site or Mobile App to engage in conduct that would constitute a civil or criminal offense, or that otherwise violates any city, state, national or international law or regulation.
8. By placing an order through the Website or Mobile App, you represent and warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

4. SERVICE AVAILABILITY

Products offered through the Website and/or the Mobile App are only available for delivery to residents of the United States. At this time we are unable to deliver to APO addresses and US territories.

5. HOW PURCHASE CONTRACTS ARE FORMED

No contract ("Contract") in respect of the purchase of a product offered on the Site or Mobile App shall exist between you and us until your order has been accepted by us and we send you the Shipment Confirmation (defined below). If we do not accept your order and funds have already been deducted from your account, the funds will be fully refunded.

To place an order, you will be required to follow the shopping process online and press the "Place Order" button to submit the order. After this, you will receive an email from us acknowledging that we have received your order (the "Order Confirmation"). Your order constitutes your offer to us to buy one or more products from us for personal use and not for resale purposes. We reserve the right to limit, cancel or prohibit orders that, in our judgment, appear to be placed in violation of this policy. We further reserve the right to cease doing business with customers who violate this policy.

All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the product has been dispatched or, if you selected the Pick-up In Store option (where available), by sending you an email and/or text message (if you so authorize at the time of purchase) that the product is available for in-store pickup at the store you designated during the checkout process (collectively, the "Shipment Confirmation"). We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation.

You acknowledge and agree that we do not make any warranty or guarantee regarding when product(s) will be available for pickup through the Pick-up In Store option.

For all purchases made through the Site or the Mobile App, you acknowledge and agree that your purchase receipt will be provided electronically only; paper copies of receipts will not be provided.

6. AVAILABILITY OF PRODUCTS

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

If you have chosen the Pick-up In Store option, we reserve the right to subsequently notify you that the product(s) you have ordered are not available for the Pick-up In Store option; in such a case, you will be required to elect an alternate delivery method.

7. REFUSAL OF ORDER

We reserve the right to withdraw any product from the Website or Mobile App at any time and/or remove or edit any materials or content on the Website or Mobile App. While we will make reasonable efforts to process all orders, there may be exceptional circumstances that may require us to refuse to process an order after we have sent you an Order Confirmation; and we reserve the right to refuse to process an order at any time, at our sole discretion.

We will not be liable to you or any other third party by reason of our withdrawing any product from the Website or Mobile App, whether it has been sold or not, removing or editing any materials or contents on the Website or Mobile App or for refusing to process or accept an order after we have sent you the Order Confirmation.

8. CANCELLATIONS

You may cancel an Order for certain products if the Order has not been completed (or sent to the distribution center) to receive a refund to your original form of payment of the price paid for the products. Otherwise you must return the product(s) in accordance with our Returns Policy (see section 13). You may not cancel an Order for the following products:

Customized products (such as tailored products or engraved products);

Returns and refunds of gift cards, shall be governed by the Gift Card Terms relating to gift cards which may be found at: [Gift Card Conditions](#).

9. DELIVERY

Subject to the provisions of Clause 6 above, and unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no estimated delivery date is specified, within 15 business days of the date of the Shipment Confirmation. Delivery to Alaska and Hawaii may take up to 20 business days of the Shipment Confirmation.

Reasons for delay could include:

1. Customization of products;
2. Specialized products;
3. Unforeseen circumstances; or
4. Delivery area.

For signature required deliveries, we will make three attempts to deliver your parcel before initiating a return. For the purpose of these Terms, the "delivery" shall be deemed to have occurred or the goods shall be deemed to "have been delivered" upon receipt of the product(s) at the designated delivery address, upon signing for the product(s) (for signature required deliveries) at the designated delivery address, or upon in-store pickup, as applicable. However, e-/virtual gift cards shall be deemed to "have been delivered" in accordance with the Gift Card Terms pertaining to gift cards which may be found at: [Gift Card Conditions](#) and, in any case, on the date of delivery of such e/virtual gift card to the email address indicated by you on the order form.

Orders may not be shipped to PO boxes, transport offices or hotels.

IF YOU CHOOSE THE PICK-UP IN STORE OPTION, YOU WILL BE REQUIRED TO SHOW AN OFFICIAL IDENTIFICATION. In order to pick up orders placed through the Pick-up In Store option, you (or a third party designated by you) must provide the order number found on the electronic purchase receipt, together with the purchaser's name and one form of official identification. You acknowledge and agree that the Pick-up In Store option is only available at participating locations, which locations are subject to change without notice. You further agree that the Website's or Mobile App's ordering functionality is intended for off-site use only and is not for use for placing an order from within a MASSIMO DUTTI store.

10. UNABLE TO DELIVER

For signature required deliveries, we will make two (2) attempts to deliver your parcel before initiating a return. If nobody is available to accept the products to be delivered at the agreed delivery address (non-signature required deliveries), we will try to find a safe and secure place to leave your parcel such as a covered porch.

Delivery to a neighbor address is upon judgment of the shipper's driver. The shipper may also leave a note on your door that an attempt of delivery was made with further information. Signature required orders which cannot be delivered will be returned to warehouse.

This clause does not apply to e/virtual gift cards, whose delivery shall be governed by the Gift Card Terms pertaining to gifts cards which may be found at: [Gift Card Conditions](#) and the gift card conditions provided in clause 9 above.

11. RISK AND TITLE

The product(s) will be at your risk from the time of delivery. Ownership of the product(s) will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges, or upon delivery (as defined in Clause 9 above), whichever event occurs later in time.

12. PRICE AND PAYMENT

The price of the products shall be the one quoted from time to time on our Website or Mobile App,

except where there is an error. While we take care to ensure that all prices quoted on our Website or Mobile 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 the product(s) to you at the incorrect (lower) price (even after we have sent you a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as such. All prices are exclusive of shipping charges and sales tax (if applicable). The total cost of the order is the price of the product(s) ordered plus the delivery charge and sales tax (if applicable). Prices may change at any time.

Sales tax is charged (if applicable) according to the shipping address of your order.

Once you have finished shopping on the Website, all the products you wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. To do this:

1. Click the "Shopping bag" button at the top of the page.
2. Click the "See Shopping Bag" button.
3. Click the "Continue" button.
4. Click the "Log In" button if you want to sign-in to your existing MASSIMODUTTI.com customer account or click the "I Don't Yet Have An Account With MASSIMODUTTI.com" button to create a MASSIMODUTTI.com customer account.
5. Select your delivery method, and fill in or confirm your contact details and the delivery address. Click the "Continue" button.
6. Confirm the details and contents of your order, select the payment method, and fill in your payment and billing information.
7. Check the box to accept these Terms and the Privacy Policy. Again, if you do not agree to these Terms and/or the Privacy Policy, do not place the order.
8. Click the "Place Order" button.

Using the fast checkout tool (hereinafter, "Fast Checkout"), you will be able to make your purchases on our website more easily, without having to enter delivery, invoicing and payment details for each purchase. The Fast Checkout option will be available in the Shopping Basket section.

To use Fast Checkout, you must save your card details. You can do so when you pay with any of the cards accepted on this website by checking the "Save my card details" 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 Terms and Privacy Policy in order to save your card's details and use the Fast Checkout option.

When you accept use of the Fast Checkout option, you are authorizing 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 Fast Checkout 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 "Favorite Card", to which your purchases made using Fast Checkout will be charged by default. You can, however, modify your Favorite Card

in the “My Account” section on this website.

To use Fast Checkout, simply click on the “Fast Checkout” option 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 Fast Checkout if you want to make purchases using other details.

You can modify your Favorite Card associated with the Fast Checkout option by going to the MY ACCOUNT section of this website.

Payment for orders will be made to Massimo Dutti USA, Inc. The amount of the purchase will not be charged to your card until your order has been shipped to the delivery address. By clicking on the "Authorize Payment" button, you are confirming that the credit card is yours or that you are the owner of the gift card or of the voucher card. 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.

If payment is made via PayPal or gift card or voucher card issued by Massimo Dutti USA, Inc. the amount will be charged upon confirmation of your order.

13. EXCHANGES/RETURNS POLICY

You can return your article in any Massimo Dutti store, provided it is in the same country where you made the purchase. You have one month to return from the date on which you made the purchase. Garments must be in perfect condition (not used, not washed, with their inside labels still attached and not altered) and with their corresponding purchase slip. You must bring a printed or electronic copy of the purchase slip or receipt.

You may also make a return by using a drop off location of the courier shown on our prepaid label, or by giving the products to the Courier arranged by us within one month of the date of the Shipment Confirmation, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation. None of these return options will involve any additional cost to you. You should send the product in the same package received by following the directions contained in the section regarding "RETURNS" within the Buying Guide posted to our Website. However, you will be responsible for the cost of returning the product to us if you do not utilize one of the three free return options offered by us. Please note that if you return the goods to us at our expense, we will be entitled to charge you for the direct cost we might incur as a result.

If you have any doubts you can contact us through our “Contact Us” webpage or at the telephone number 1-877-550-1103.

If you wish to exchange a product (for the same article in a different color or size) you may exchange the product, in person, at any MASSIMO DUTTI store in the United States that has the product section to which the product you want to exchange belongs within one month of the date of the Shipment Confirmation, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation. You must present with the product you wish to exchange the fully completed returns form received with the delivery. Exchange is limited to exchange for the same product, of a different size or color.

Please include with the product being returned all original boxes, instructions, documents, and wrappings. After reviewing the product, we will let you know whether or not you have a right to a

refund. We will process your refund as soon as possible and in any case; within 1 month of the date the returned goods have been received by us. We will refund any money received from you using the same method used to make payment. If your card expires before we process your refund please contact our customer service team with your order number, zip code, and new card details. For security reasons, we cannot accept this information via email.

The following products which are not in the same condition as they were at the time of delivery or which have been used beyond the mere opening of the package shall not be exchanged or refunded

- Customized products (such as tailored products or engraved products);
- Music CDs/DVDs, whose original wrapping has been removed; or
- Pierced jewelry, underwear, or swimwear if the hygiene seal has been removed, or cosmetic products if they have been used or the hygiene seal has been broken, unless they are of unsatisfactory quality or unfit for purpose.

Return of gift cards shall be governed by the Gift Card Terms pertaining to gift cards which may be found at: [Gift Card Conditions](#).

Please note that certain products are offered on the site as Final Sale or Clearance items. These may be subject to different terms and conditions of sale as described at the time of purchase. For instance, these items may not be returnable.

Returns of defective products

In circumstances where you consider that the product does not conform to your order, you should promptly contact us via the email address provided on our "Contact Us" webpage with details of the product and its damage. Alternatively, you can contact us by telephone at 1-877-550-1103 where you will receive instructions from us.

You may return the product to us in person at any MASSIMO DUTTI store in the United States that contains the product section to which the product you want to return belongs, via the drop off location of the courier shown on our pre-paid return label, or by giving the products to the Courier arranged by us within 1 month of the date of the Shipment Confirmation, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation. Upon receipt of the returned product, we will fully examine it and notify you of your right to a replacement or refund (if any) via email within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within 1 month of the date we confirmed to you via email that you are entitled to a refund or replacement for the non-conforming product.

If any defect exists, defective products will be refunded in full, including a refund of the delivery charges and any reasonable costs incurred by you in returning the product. We will always refund any money using the method used to make payment.

14. LIABILITY, DISCLAIMERS AND INDEMNITY

We publish information on the Site and Mobile App as a convenience to you. While we attempt to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. We reserve the right to make corrections and changes to the Site or Mobile App at any time without notice. The products described in the Site or Mobile App may not be available in your region. We do not claim that the information in the Site or Mobile App is appropriate to your jurisdiction or that the products described in the Site or Mobile App will be available for purchase in

all jurisdictions.

Due to the open nature of the Website and/or Mobile App, and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from the Website or Mobile App unless otherwise expressly set out on the Website or Mobile App.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SITE OR MOBILE APP, WHICH IS PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA THE SITE OR MOBILE APP, INCLUDING WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, FUNCTIONS AND SERVICES PROVIDED ON THE SITE OR MOBILE APP, WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR MOBILE APP, OR THEIR FUNCTIONS OR CONTENT AND MATERIALS OR THE SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE OR MOBILE APP WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE OR MOBILE APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE OR MOBILE APP, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE OR MOBILE APP. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR MOBILE APP IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

We make no warranties of any kind regarding any non-MASSIMO DUTTI sites or mobile apps to which you may be directed or hyperlinked from the Site or Mobile App. Hyperlinks are included solely for your convenience, and we make no representations or warranties with regard to the accuracy, availability, suitability or safety of information provided in such non-MASSIMO DUTTI sites or mobile apps. We do not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on the Site or Mobile App.

IN NO EVENT SHALL MASSIMO DUTTI BE LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS SITE OR ANY PRODUCTS MADE AVAILABLE OR PURCHASED THROUGH THE SITE, INCLUDING ANY DAMAGES OR INJURY ARISING FROM ANY USE OF SUCH PRODUCTS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MASSIMO DUTTI HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THIS LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES; AS A RESULT, THE LIMITATIONS OR EXCLUSIONS OF LIABILITY CONTAINED HEREIN MAY NOT APPLY TO YOU IN WHOLE OR IN PART AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY

RESIDENT ARE THE RESULT OF MASSIMO DUTTI'S NEGLIGENT, FRAUDULENT, OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED.

You will indemnify and hold harmless MASSIMO DUTTI, its parent, subsidiaries, affiliates, officers, and directors (the "MASSIMO DUTTI Group") from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees), incurred by MASSIMO DUTTI Group and such parties, and shall defend MASSIMO DUTTI Group and such parties against any and all claims arising out of (1) your use of the website or breach of these Terms and Conditions; (2) fraud you commit, or your intentional misconduct or gross negligence; and (3) your violation of any applicable U.S. or foreign law or the rights of a third party. MASSIMO DUTTI will control the defense of any claim to which indemnity may apply, and in any event, you shall not settle any claim without the prior approval of MASSIMO DUTTI.

15. INTELLECTUAL PROPERTY

The Site and Mobile App, including all of its information and contents, such as text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, graphics, software and the HTML used to generate the pages (collectively, "Materials"), is MASSIMO DUTTI property or that of our suppliers or licensors and is protected by patent, trademark and/or copyright under United States and/or foreign laws. Except as otherwise provided on the Site, the Mobile App, or in these Terms, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, delete, add to, license, post, transmit, or distribute any Materials from the Site or Mobile App in whole or in part, for any public or commercial purpose without the specific prior written permission of MASSIMO DUTTI. We grant you a personal, limited, non-exclusive, nontransferable license to access the Site and/or Mobile App and to use the information and services contained on the Site and/or Mobile App. We reserve the right, for any reason or for no reason, in our sole discretion and without notice to you, to revise the products and services described on the Site or Mobile App and to terminate, change, suspend or discontinue any aspect of the Site or Mobile App, including, but not limited to, the Materials on the Site or Mobile App as well as features and/or hours of availability of the Site or Mobile App, and we will not be liable to you or to any third party for doing so. Subject to Clause 27, we may also impose rules for and limits on use of the Site or Mobile App or restrict your access to part, or all, of the Site or Mobile App without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

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If you believe a work on the Site or Mobile App constitutes infringement of your copyright, trademark or other intellectual property rights please provide our Designated Agent with a written communication containing the following information:

1. evidence of your authorization to act on behalf of the owner of the copyrighted work or trademark;
2. a description of the copyrighted work or trademark that you claim has been infringed;
3. description of where the alleged infringing material is located on the Site or Mobile App, including the permalink where the material is located;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or trademark owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or trademark owner or authorized to act on the owner's behalf; and
7. your physical or electronic signature.

MASSIMO DUTTI's Designated Agent for notice of claims of copyright infringement and trademark infringement can be reached at Massimo.Dutti.usterm@inditex.com

17. INDEMNITY

You agree to indemnify and hold MASSIMO DUTTI, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your (including your dependents' or agents') violation of these Terms or the posting or transmission of any materials on or through the Site or Mobile App by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

18. WRITTEN COMMUNICATIONS

When using our Site or Mobile App, you accept that communication with us will be mainly electronic.

We will contact you by email or provide you with information by posting notices on our Website or Mobile App. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

19. REGISTRATION, PASSWORDS, AND SECURITY

To access some of our services you will have to complete an online registration form. You agree that all information which you submit ("Registration Information") is true and complete and that you will update your Registration Information to keep this information true and complete.

Upon registering, you will create a password. You are solely responsible for any use of or action taken under your password on the Site or Mobile App. Your password may be used only to review information regarding potential and completed transactions, purchase or cancel purchases of products, change your preferences, post content and otherwise access and use the Site, the Mobile App, and services on the Site or Mobile App in accordance with these Terms. You are solely responsible for maintaining the confidentiality and security of your password, and you hereby agree not to disclose your password to any third party (other than third parties authorized by you to use your account). You accept full responsibility for all transactions and other activities placed or conducted through your account and agree to and hereby release MASSIMO DUTTI from any and all liability concerning such transactions or activity. You agree to notify MASSIMO DUTTI immediately of any actual or suspected loss, theft or unauthorized use of your account or password. MASSIMO DUTTI has no obligation to inquire as to the authority or propriety of any use of or action taken under your password and will not be responsible for any loss to you arising from any such use or action or from your failure to comply with the above. MASSIMO DUTTI will take reasonable security precautions when using the Internet, telephone or other means to transport data or other communications, but expressly disclaims any and all liability for the accessing of any such data or communications by unauthorized persons or entities.

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2. post any material that reveals a trade secret, unless you own the trade secret or have

- the owner's permission to post it;
3. post any material that infringes on any intellectual property right of another or on the privacy or publicity rights of another;
 4. post any material that is unlawful, obscene, pornographic, sexual, indecent, defamatory, threatening, harassing, abusive or hateful to another user or to any other person or entity;
 5. post any chain letter or pyramid scheme; or
 6. post any material that contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

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We are pleased to hear from our visitors and welcome your comments. Because of the large number of ideas and works that MASSIMO DUTTI has already developed, or that have been suggested to us by third parties, the possibility exists that any idea, suggestion or submission that you may make through the Site or Mobile App is similar to information, ideas or suggestions already known to us. By disclosing any information, idea, suggestion or other material through the Site or Mobile App, you agree that (a) no confidential relationship is established by virtue of such submission and that the material is not submitted in confidence and (b) no obligation of any kind is assumed by, nor may be implied against, MASSIMO DUTTI by virtue of such submission. Moreover, no liability shall result from the use of such information, ideas or suggestions by MASSIMO DUTTI.

22. NOTICES

All notices given by you to us should be given to us preferably via the avenues of contact provided on our "Contact Us" webpage. Subject to and as otherwise specified in Clause 18 above, we may give notice to you at either the email or postal address you provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on our Website or Mobile App, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

23. BINDING NATURE; ASSIGNMENT

These Terms, the Gift Card Terms, and our Privacy Policy are binding on you and us and on our respective heirs, successors and assigns. You may not transfer, assign, charge or otherwise dispose of these Terms, the Gift Card Terms, or our Privacy Policy, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, the Gift Card Terms, and our Privacy Policy, or any of our rights or obligations arising under them, at any time.

24. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under an order you have placed that is caused by events outside our control (a "Force Majeure Event"). A Force Majeure Event shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

1. Strikes, lock-outs or other industrial action.
2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
5. Impossibility of the use of public or private telecommunications networks.
6. The acts, decrees, legislation, regulations or restrictions of any government.
7. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any order you have placed is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

25. WAIVER

No failure of MASSIMO DUTTI to enforce any of its rights or remedies under these Terms or the Gift Card Terms will act as a waiver of such rights and remedies. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms or Gift Card Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the provisions of the clause on Notices (Clause 21) above.

26. SEVERABILITY

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

27. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of these Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and us acknowledge that, in entering into these Terms, neither you nor us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Terms, except as expressly stated in these Terms.

28. OUR RIGHT TO MODIFY THESE TERMS

We have the right to revise and amend these Terms at any time. Your use of the Site or Mobile App after we post changes to these Terms constitutes your agreement to those changes prospectively from the date of such changes. You will be subject to the Terms and MASSIMO DUTTI policies in force at the time that you order products from us.

29. ADDITIONAL TERMS FOR USERS OF THE MOBILE APP PLATFORM

Users of the Apple Mobile App Platform. If you download and/or use our Site and/or apps using an iPhone or iPad: You, the end-user of Mobile App, acknowledge that these Terms are entered into by and between MASSIMO DUTTI and you and not with Apple, Inc., and Apple, Inc. is not responsible for the Mobile App and/or its content. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of these Terms and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce these Terms. You acknowledge that Apple, Inc. has no obligation whatsoever to maintain or support the Mobile App. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). These Terms incorporate by reference the Licensed Platform End User License Agreement (the “LAEULA”) published by Apple, Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of these Terms, the Mobile App is considered the “Licensed Platform” as defined in the LAEULA and MASSIMO DUTTI is considered the “Platform Provider” as defined in the LAEULA. If any terms of these Terms conflict with the terms of the LAEULA, the terms of these Terms shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Mobile App (including, without limitation, a third party claim that the Mobile App infringes that third party’s intellectual property rights) or your use or possession of the Mobile App, including but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You acknowledge and agree that, to the maximum extent permitted by applicable law, Apple, Inc. will have no warranty obligation whatsoever with respect to the Mobile App.

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Uses of the Mobile App expressly consent to receive push notifications from and on behalf of MASSIMO DUTTI.

30. MISCELLANEOUS

You acknowledge and agree that your use of the Site and/or Mobile App may involve you providing an “electronic signature” indicating your desire to use the Site and/or Mobile App. Your “electronic signature” indicates your acceptance of these Terms, and your consent to receive communications about these Terms electronically. If you wish to receive communications in another manner, you may contact MASSIMO DUTTI at “Contact US” www.MASSIMODUTTI.com to change your communication preferences. You may not use or otherwise export or re-export the Mobile App except as authorized by United States law and the laws of the jurisdiction in which the Mobile App was obtained. In particular, but without limitation, the Mobile App may not be exported or re-exported (a) into any U.S. embargoed countries, or that has been designated by the U.S. Government as a “terrorist supporting country” or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Mobile App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Mobile App for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

NOTICE FOR CALIFORNIA RESIDENTS. Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the services provided on the Site and/or Mobile App, please send an email to through Contact Us on www.MASSIMODUTTI.com. You may also contact us by writing to Massimo Dutti USA, Inc., 500 Fifth Avenue, New York, New York 10110 Attn: Massimo Dutti Online or by calling 1-877-550-1103.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

31. QUESTIONS AND FEEDBACK

We welcome your questions, comments and feedback. Please send all questions, comments and feedback to us via the contact information provided on our "Contact Us" webpage. You may also contact us at:

Massimo Dutti USA, Inc.
500 Fifth Avenue, Suite 400
New York, NY 10110

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