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 ARE IMPORTANT. THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, WAIVER OF THE RIGHT TO CLASS ACTION, DISPUTE RESOLUTION (IF APPLICABLE) 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 OR OTHERWISE.

These Terms constitute an agreement between you (hereinafter, "you" or "your") on the one hand, and ITX USA, LLC d/b/a Massimo Dutti, a Florida limited liability company with its principal address at 500 5th Avenue, Suite 400, New York, NY 10110 (hereinafter, "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, any orders you place through the Website or Mobile App or in our stores, and other interactions with us (collectively, the "MASSIMO DUTTI Services"). Before you place an order, please carefully read these Terms, the MASSIMO DUTTI Gift Card General Term and Conditions ("Gift Card Terms") and our Privacy Policy. In the event any additional terms and conditions may conflict with or be inconsistent with these Terms, including any arbitration provision or dispute resolution provision, these Terms will control.

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. ARBITRATION AGREEMENT AND WAIVER OF CERTAIN RIGHTS – DISPUTES

Informal Dispute Resolution.

We try to address any disputes without the need to initiate a formal legal case. Prior to submitting any dispute or claim to arbitration for resolution, you and MASSIMO DUTTI agree to make a good faith effort to resolve it informally, including having at least one telephone or videoconference conversation between you, personally, and MASSIMO DUTTI. You may have a lawyer attend the call with you if you wish. To initiate this good faith effort to informally resolve a dispute, you agree to notify us in writing by letter posted to our office, which letter shall detail the nature of the dispute, the basis for your claims and the resolution that you are seeking, including any monetary amount, with as much detail as you can provide so that we can gain a sufficient understanding of the dispute. Within the sixty (60) days following our receipt of this notice, you

agree to engage in good faith efforts to resolve the dispute, including personally participating in a telephone call or videoconference with us. If the dispute is not resolved within that sixty (60) days (which period can be extended by agreement of the parties), you or we may commence an arbitration to resolve the dispute consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to commencing an arbitration. You and we agree to toll any applicable statute of limitations and filing fee deadlines while the parties engage in this informal dispute resolution process from the date we receive your notice to the date an arbitration is commenced or the conclusion of the 60-day period described above, whichever is sooner. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

Arbitration Agreement & Waiver of Certain Rights.

You and we agree that, except as set forth below, we will resolve any controversies, claims, counterclaims, or other disputes between you and MASSIMO DUTTI or you and a third-party agent of MASSIMO DUTTI (a "Claim") through binding and final arbitration instead of through court proceedings, in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules"). This arbitration agreement applies to any existing or future Claims that you have not individually filed in a court of law or in arbitration prior to the date you agreed to these Terms. The AAA Rules are available at www.adr.org or by calling 1- 800-778-7879. You and we hereby waive any right to a jury trial of any Claim. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law.

The Federal Arbitration Act and federal arbitration law apply to this agreement. A court of competent jurisdiction has exclusive authority to determine the existence, scope, and validity of the arbitration agreement and the arbitrability of any claim or counterclaim, including, without limitation, whether any conditions precedent to the commencement of an arbitration have been completely satisfied and any objections with respect to any of the foregoing.

To begin an arbitration proceeding, you must send us an individual letter signed by you requesting arbitration and describing your claim at 500 5th Avenue, Ste. 400, New York, NY 10110, USA. This letter must be sent at least ten (10) days before you initiate an arbitration proceeding against us.

Any party to the arbitration may, at any time more than ten (10) days before arbitration, serve an offer of compromise in writing upon any other party to the action. Offers of compromise pursuant to these Terms will be adjudicated and interpreted in accordance with New York offer of judgment.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate. Notwithstanding the foregoing, if your attorney is paying the administrative costs, filings fees, arbitrator fees, and other associated arbitral costs on your behalf and your attorneys may recover all or a portion of those fees only if you obtain an award in the arbitration, your attorney must evenly split all costs with us initially.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court or transfer qualifying claims to small claims court. Either party may elect that a Claim be filed exclusively in a small claims court of competent jurisdiction by providing notice to the other party. In the event a Claim has already been filed in arbitration, the party who has filed that Claim will, within ten (10) days of receiving such a notice, withdraw their Claim from arbitration. The parties will then proceed with the Claim exclusively in small claims court. A party may apply to any court of competent jurisdiction to enforce the terms of this paragraph.

In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions. Any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Neither you nor MASSIMO DUTTI may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. You may not bring Claims in arbitration on a class or representative basis. The arbitrator can decide only your and/or MASSIMO DUTTI individual Claims.

If for any reason a claim proceeds in court rather than in arbitration, you and MASSIMO DUTTI each waive any right to a jury trial.

The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms. This Section of the Terms will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR MASSIMO DUTTI WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

<u>Mass Arbitration Process Requirements</u>

If twenty-five (25) or more similar claims are asserted against MASSIMO DUTTI at or around the same time by the same or coordinated counsel or are otherwise coordinated (and your Claim is one such claim), you understand and agree that the resolution of your Claim may be delayed. You also agree to the following

process and application of the AAA Multiple Consumer Case Filing Fee Schedule and Supplementary Rules. In any batching process, a single arbitrator shall preside over each proceeding, and only one proceeding may be assigned to each arbitrator unless the parties agree otherwise.

Twenty (20) claims shall be selected to proceed to individual arbitration proceedings as part of a first batching process. Ten (10) of those claims will be selected by the claimants and ten (10) will be selected by MASSIMO DUTTI. The remaining claims shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described in this Section. If the parties are unable to resolve the remaining claims after the conclusion of the initial twenty (20) proceedings, the parties shall participate in a global mediation session before a retired state or federal court judge. MASSIMO DUTTI will pay the mediator's fee for this global mediation session.

If the parties are unable to resolve the remaining claims through mediation at this time, then forty (40) claims shall be selected to proceed to individual arbitration proceedings as part of a second batching process. Twenty (20) of those claims will be selected by the claimants and twenty (20) will be selected by MASSIMO DUTTI. If there are fewer than forty (40) claims remaining, all shall proceed to individual arbitration at this time. The remaining claims shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described in this Section.

If the parties are unable to resolve the remaining claims after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired state or federal court judge. MASSIMO DUTTI will pay the mediator's fee for this global mediation session. If the parties are unable to resolve the remaining claims in mediation at this time, this staged process shall continue with no more than one hundred
(100) claims proceeding at any time. The claims will proceed in a staged order that is selected randomly or by the AAA, until all the coordinated claims, including your Claim, are adjudicated or otherwise resolved. At any time during these proceedings, we agree to participate in a global mediation session should your counsel request it in an effort to resolve all remaining claims.

Any applicable statute of limitations and filing fee deadlines on your Claims will be tolled for claims subject to this section regarding "Mass Arbitration Process Requirements" from the time claims are selected for the first set of batching proceedings until the time your Claim is selected to proceed in arbitration, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have authority to enforce this section regarding “Mass Arbitration Process Requirements” and, if necessary, to enjoin the filing or prosecution of arbitration demands against MASSIMO DUTTI. If a court of competent jurisdiction declines to enforce these “Mass Arbitration Process Requirements,” you and we agree that your and our counsel will engage in good faith and with the assistance of a Process Arbitrator to devise and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with the AAA to address reductions in arbitration fees.

Governing Law and Venue

Except as otherwise described in these Terms, 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. To the extent any action relating to these Terms, the use of the Website or MASSIMO DUTTI Services, or any transaction with MASSIMO DUTTI is not required to be arbitrated or filed in small claims court in accordance with the Arbitration Agreement, any disputes, actions or proceedings relating to these Terms or your access to or use of the Site, the Mobile App, or MASSIMO DUTTI Services 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 the fifty (50) states and District of Columbia. At this time, we are unable to deliver to hotels, APO addresses, Puerto Rico, and US territories, as well as freight companies.

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 "Authorize Payment" 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.

Notwithstanding the foregoing, your card or other method of payment will not be charged until your order is accepted and shipped. However, it may show a pre-authorization of the funds immediately upon placing the Order.

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 is still being processed (and has not gone to the warehouse) to receive a refund to your original form of payment of the price paid. Otherwise, you must return the product(s) in accordance with our Returns policy. The following products in an Order may not be cancelled:

Monogrammed and/or Personalized products.

Returns and refunds of Gift Cards shall be governed by the Gift Card Terms, 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 (which is generally determined by the carrier), we will after the initial delivery, make two (2) additional 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 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. For all other packages, we will try to find a safe secure place to leave your parcel as determined by the carrier delivering the package. In the event of a repeated issue with any particular address provided for you, we reserve the right to request an alternate address in order to fulfill your next Order.

IF YOU CHOOSE THE PICK-UP IN STORE OPTION, YOU WILL BE REQUIRED TO SHOW A GOVERNMENT ISSUED 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 government issued identification. If someone other than you picks up your order, we will record their name for confirming delivery purposes. 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

Please note that an Order may be delivered to a neighbor, in case a delivery attempt is unsuccessful. Delivery to a neighbor address is upon judgment of the driver. Signature required orders which cannot be delivered will be returned to warehouse as stated above. The carrier will generally determine if the parcel can be left in a secure place at your delivery address. Your package may be returned to us if there is no safe place to leave the package at the point of delivery. For lost or missing packages, we will provide you with the information of the carrier and tracking number associated with your order so that you may contact them directly to track your package. Please note that we are not responsible for lost packages sent to mail forwarding providers.

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 as required by applicable law.

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.

Payment for orders will be made to ITX USA, LLC d/b/a Massimo Dutti. The amount of the purchase will not be charged to your original payment method until your order has been shipped to the delivery address. By clicking on the "Finalize Order" button, you are confirming that the chosen method of payment is yours or that you are the owner of the gift card or of the merchandise credit 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, Apple Pay, gift card, or merchandise credit card issued by ITX USA, LLC d/b/a Massimo Dutti, the amount will be charged upon confirmation of your order.

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 may be available at certain MASSIMO DUTTI stores in the United States, 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 much choose your payment mandated and whether or not you require a gift receipt (if one is available), before you place the order. Please note that a binding order is placed at the time that you press the relevant “authorize” or “finalize order” button on the device screen, at that point you are then bound to pay for your order once it has been placed.

Payment may be made by Visa, MasterCard, American Express card, and any other card accepted at the store. Any legally permissible validation of checks and authorization of your card will apply. You may also be given the option to pay for your order at the till, in which case your payment can be made by and any of the means of payment available in that store. Payment via Dinners Club and JCB will not be accepted.

Orders paid for at the till the using in-store devices are subject to the return policy set forth below in section 13 (c).

13. RETURNS AND EXCHANGE POLICY

(a) Online Purchases:

Subject to the conditions set forth below, MASSIMO DUTTI will gladly accept returns or exchanges of new, unworn, unwashed, and unaltered merchandise with all internal garment tags intact with your original receipt within thirty (30) days of the date of the Shipment Confirmation e-mail, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation, or Shipment Confirmation purchased on the US MASSIMO DUTTI site. Refunds are made in the form of original payment. If the original form of payment is not available, please contact Customer Service. For purchases using a gift card only, refund will be made in the form of a merchandise credit.

If you wish to make a return for an online purchase, you may do so: (1) in person, at no additional cost, at any MASSIMO DUTTI store in the United States (excluding Puerto Rico) that contains the product section to which the product you want to return belongs or (2) drop off location of the courier shown on our prepaid return label within thirty (30) days 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 e-mail. You will be charged a shipping fee for returns made at a drop off location. You should send the product in the same package received by following the directions contained in the section regarding "RETURNS" within the Help section posted to our Website. We are not responsible for lost packages. The cost of expedited shipping to you for the original order (if applicable) is not subject to refund. We are also not responsible for non-MASSIMO DUTTI merchandise included in any returns. If you have any doubts you can contact us through our “Contact Us” webpage or at the telephone number 1-833-237-4285.

Terms and Conditions for Gift cards and store credits are available at MASSIMO DUTTI stores and www.MASSIMODUTTI.COM/us. Store or merchandise credits may not be converted to cash at any point, except as required by applicable law. For further information on returns and exchanges for online purchases please visit www.MASSIMODUTTI.COM/us.

Please allow 1-2 billing cycles for the refund to appear on your bank statement (due to different banking institution policies). Merchandise (including Gift Cards and merchandise credit cards) purchased in Puerto Rico or outside of the US are not returnable or exchangeable in the US. Price adjustments will not be honored for any marked-down merchandise. Undergarments & swimwear are returnable or exchangeable, as long as they remain in the original packaging and the hygiene sticker remains attached. Accessories, cosmetics and perfumes must be unused, in their original condition and original packaging. Subject to applicable law, on sale merchandise is sold “as-is”.

MASSIMO DUTTI reserves the right to refuse returns of any merchandise that does not meet the above return requirements in MASSIMO DUTTI’s sole discretion.

Our Company takes the security and integrity of our services seriously, and we may take necessary actions, including closing an account or refusing returns, if we suspect any fraudulent behavior, excessive returns, or violations of our terms and conditions.

For any questions or more information go to our Help section at MASSIMODUTTI.COM/us. This policy is in addition to and does not affect consumers’ rights under any applicable law.

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 based on our Return and Exchange policy conditions. We will process your refund as soon as possible and in any case;

within thirty (30) days 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 the card is available. If not, subject to any legal requirements, we will issue you merchandise credit or check as dictated by the circumstances as concluded by the company. Merchandise credits do not expire.

Monogrammed or customized products are not returnable or exchangeable.

Return of gift cards or purchases shall be governed by the Gift Card Terms pertaining to gift cards which may be found at: Gift Card Conditions.

(b) In-Store Purchases:

Subject to the conditions set forth below, MASSIMO DUTTI will gladly accept returns or exchanges of new, unworn, unwashed, and unaltered merchandise with all internal garment tags intact with your original receipt within thirty (30) days of the original purchase date. Refunds are made in the form of original payment. If the original form of payment is not available or for purchases with a gift card only, a customer making a return within thirty (30) days of purchase will be provided with a merchandise credit. We do not accept returns without a receipt. A written copy of this policy is available upon request.

For purchases by credit or debit cards, please allow 1-2 billing cycles for the refund to appear on your statement (due to different banking institution policies). Merchandise (including Gift Cards and merchandise credit cards) purchased in Puerto Rico or outside of the US are not returnable or exchangeable in the US. Price adjustments will not be honored for any marked-down merchandise. Undergarments & swimwear are returnable or exchangeable, as long as they remain in the original packaging and the hygiene sticker remains attached. Accessories, cosmetics, and perfumes must be unused in their original condition and original packaging. Subject to applicable law, on sale merchandise is sold “as-is”. Monogrammed or customized products are not returnable or exchangeable.

Terms and Conditions for Gift cards and store credits are available at MASSIMO DUTTI stores and www.MASSIMODUTTI.COM/us. Store credits may not be converted to cash at any point, except as required by applicable law. PayPal and Apple Pay orders are not exchangeable online. For further information on returns and exchanges for online purchases please visit MASSIMODUTTI.COM/us.

MASSIMO DUTTI reserves the right to refuse returns of any merchandise that does not meet the above return requirements in MASSIMO DUTTI’s sole discretion.

For any questions or more information go to our Help section at www.MASSIMODUTTI.COM/us. This policy is in addition to and does not affect consumers’ rights under any applicable law.

(c) Returns of Product Ordered through Electronic Devices in Store, paid for at the Till:

Please note that orders that were originally placed through an electronic device in a MASSIMO DUTTI store in the US and that were paid for at the till of that store, may only be returned or exchanged at a MASSIMO DUTTI store in the US. They are not returnable or exchangeable by mail or any other method otherwise available.

(d) Returns of defective products:

In circumstances where you consider that the product does not conform to your order, you should promptly contact us by telephone at 1-833-237-4285 or via chat with details of the product and a description of the defect.

You may return the MASSIMO DUTTI product purchased in the United States 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. 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 thirty (30) days 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 (if any) and any reasonable costs incurred by you in returning the product. We will always refund any money to the original method of payment used to make payment provided the same is available. If not, we will issue a merchandise credit. Any defective product claim must be brought withing 24 months after initial purchase, otherwise it shall be deemed waived.

14. BROWSING SESSION INFORMATION

We use technologies that maintain records of your browsing sessions, chats, and other activities on our Site and Mobile App. These technologies may include session replay that maintains a record of your interactions with our Site and Mobile App, chat providers that maintain a transcript of your chats, cookies, pixels, and other tracking technologies that share some of your interactions with our Site and Mobile App, as well as other technologies that collect and share your interactions with our Site and Mobile App. We use this information for quality control, customer service, fraud prevention and security, and marketing purposes and in accordance with our Privacy Policy.

15. LIABILITY AND DISCLAIMERS

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.

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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 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 and such parties, and shall defend MASSIMO DUTTI 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 approval of MASSIMO DUTTI.

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.

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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.usterms@inditex.com.

18. 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.

19. 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, push notifications or messages. 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.

20. 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.
7.

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MASSIMO DUTTI HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY POSTED CONTENT THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST MASSIMO DUTTI FOR SUCH REMOVAL AND/OR DELETION.

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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 2 and 19 above, we may give notice to you via either the email, message, push notification (if consent has been provided) 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 mailed. 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 signed by MASSIMO DUTTI, expressly stated to be a waiver, and is communicated to you in writing in accordance with the provisions of the clause on Notices (Clause 22) 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. Any changes to the Terms are effective upon their posting to the Site.

29. ADDITIONAL TERMS FOR USERS OF THE MOBILE APP PLATFORM

29.1 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.

29.2 Mobile App Platform Updates. We may make available for download certain Mobile App updates or upgrades to the Mobile App to update, enhance, or further develop the Mobile App ("Platform Updates"). The license granted herein allows you to download and use the Platform Updates to update the Mobile App on any device that you own or control. This Agreement does not allow you to update devices that you do not own or control, and you may not make the Platform Updates available over a network where it could be used by multiple devices or multiple computers at the same time. You may not make any copies of the Platform Updates, unless such copy is authorized in writing by us.

Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Mobile App, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App, Platform Updates, or any part thereof. Any attempt to do so is a violation of the rights of MASSIMO DUTTI and its licensors of the Mobile App and Platform Updates. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder. The Mobile App and Platform Updates may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce.

We may, at our discretion, automatically upload Platform Updates to your device. You agree to accept these Platform Updates, and to pay for any costs associated with receiving them. The Mobile App and Platform Updates are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Mobile App and Platform Updates. These laws include restrictions on destinations, end users, and end use.

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

29.3 Additional Terms and Conditions of Use of MASSIMO DUTTI App Features. These additional Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on MASSIMO DUTTI App (as defined below). These Terms are in addition and without prejudice to the Purchase and Terms and Conditions of www.MASSIMO DUTTIMASSIMODUTTI.COM which unless expressly set forth shall be applicable to these App Terms**.**

Features available on the App include: (i) the option to purchase goods via the MASSIMO DUTTI App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www.MASSIMO DUTTIMASSIMODUTTI.COM; (ii) the option to manage receipts for purchases made on MASSIMO DUTTIs website and MASSIMO DUTTI App (collectively the "Online Store") and, (iii) the option to receive an electronic receipt or electronic proof of purchase, by MASSIMO DUTTI showing the designated exclusive QR at a

Store (Physical Stores). Both Physical Stores and Online Stores of the brand MASSIMO DUTTI are operated in the US by ITX USA, LLC

29.4 General Description of the Service

29.4.1 Purchase of goods on www.MASSIMO DUTTIMASSIMODUTTI.COM via MASSIMO DUTTI's APP

Customers can purchase goods on www.MASSIMO DUTTIMASSIMODUTTI.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.MASSIMO DUTTIMASSIMODUTTI.COM, which you need to accept upon purchasing any items.

29.4.2 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.

29.4.3 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 return policy of MASSIMO DUTTI, and, in any event, in accordance with current applicable 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.

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.

29.4.4 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 return policy, and applicable law.

29.5 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.

29.6 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 authorized 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.

29.7 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 authorized their use. All of the above shall be hereinafter referred to as the "Property".
Users agree not to remove, delete, alter, manipulate or in any other way amend:

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).

- Protection or identification technical devises that the Property may contain (e.g. watermarks, fingerprints, etc.,). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

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

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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 licenses or authorizations 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 licenses 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;

- 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.

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 contact us at 1-833-237-4285. You may also contact us by writing to ITX USA, LLC d/b/a Massimo Dutti at 500 Fifth Avenue, Ste. 400, New York, New York 10110. 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.

ITX USA, LLC d/b/a Massimo Dutti
500 Fifth Avenue, Suite 400
New York, NY 10110
Attn: MASSIMO DUTTI

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