

CONDITIONS OF USE AND PURCHASE

WWW.MASSIMODUTTI.COM

1. INTRODUCTION

This document (together with all the documents mentioned therein) establishes the terms and conditions governing the use of this website (www.massimodutti.com) and the purchase of products on it (hereinafter the "Terms and Conditions"). We ask that you carefully read these Terms and Conditions as well as our Cookies Policy and our Privacy Policy (together, the "Data Protection Policies") before using this website. Upon using this website or placing an order through it, you are consenting to these binding Terms and Conditions and to our Data Protection Policies, and as such, if you do not agree to all of the Terms Conditions and the Data Protection Policies, you must not use this website.

These Conditions may be subject to change. It is your responsibility to read them regularly, as the applicable conditions are those which are in force at the time each Contract is formalised (as defined below), or, if no Contract is formalised, at the time the website is used.

If you have any queries regarding the Conditions or Data Protection Policies, you can contact us via our contact form.

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

2. OUR INFORMATION

The sale of items on this website is carried out under the name MASSIMO DUTTI, by ITX RETAIL MÉXICO S.A. DE C.V., a Mexican company with registered address at Poniente 146 No. 730, Col. Industrial Vallejo, C.P. 02300, Ciudad de México, RFC. BME0004112J6.

3. YOUR INFORMATION AND VISITS TO THIS WEBSITE

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

4. USE OF OUR WEBSITE

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

- i. Use this website for legally valid consultations or orders only.
- ii. Not place any false or fraudulent orders. If we can reasonably assume that an order of this kind has been made, we shall be authorised to cancel the order and inform the relevant authorities.

- iii. Provide your email address, postal address and/or other contact information truthfully and correctly. You also consent to our using this information to contact you if necessary (see our Privacy Policy).
- iv. If you do not provide us with all the information we need, we will not be able to process your order. By placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into a contract.

5. SERVICE AVAILABILITY

The items offered via this website are only available for delivery within the Republic of Mexico, except in those areas or zones where, due to difficulty of access, communication or similar considerations, it can be justified that said offer is not available.

6. HOW THE CONTRACT IS ENTERED INTO

There will be no contract between you and the company regarding any product until we have expressly accepted your order. If, for some reason, your order had not yet been accepted but a charge was made to your account, the amount will be fully refunded.

To place an order, you must follow the online purchase procedure and click on "Authorise Payment". After this, you will receive an email acknowledging the receipt of your order (the "Order Confirmation").

All orders are subject to our acceptance, of which you will be informed by email confirming that the product is being delivered (the "Delivery Confirmation").

The contract between you and us to purchase a product (the "Contract") will only be formalised when we send you this Delivery Confirmation.

Only the products listed in the Delivery Confirmation shall be subject to the Contract.

We are not obliged to provide you with any other product that has been ordered until we confirm that these have been sent via Delivery Confirmation.

7. PRODUCT AVAILABILITY

All product orders are subject to availability. If, due to force majeure, or if there are difficulties regarding the supply of products or if there are no items in stock, we reserve the right to provide you with information about alternative products of an equal or higher quality and value, which you may order. If you do not wish to order these substitutes, we will refund any amount that you may have already paid. We remind you that we will always make our best effort to maintain our website updated.

8. REFUSAL TO PROCESS AN ORDER

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will make every effort to process all orders, exceptional circumstances may arise that require us to refuse to process an order after having sent the Order Confirmation, therefore we reserve the right to do this at any time.

9. DELIVERY

Notwithstanding the provisions of Clause 7 above regarding product availability and with the exception of extraordinary circumstances, we will endeavour to send the order consisting of the product(s) listed in each Order Confirmation prior to the delivery date indicated in the Shipment Confirmation in question or, if no delivery date is specified, within the estimated time frame indicated when selecting the shipping method, and always within the maximum time frame of 10 business days; in exceptional cases the maximum delivery period may be 30 business days from the date of the Order Confirmation.

Nevertheless, delays may arise due to product personalisation, the occurrence of unforeseen circumstances or the delivery location.

We will send virtual gift cards on the date indicated by you when placing the order.

If, for some reason, we are not able to comply with the delivery date, we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid. Please note that we do not make home deliveries on Saturdays or Sundays, except in the case of the virtual gift card, which will be delivered on the date you specified.

For the purposes of these Terms and Conditions, it will be understood that the “delivery” has taken place or that the order has been “delivered” at the time you or a third party indicated by you acquires material possession of the products, signing to confirm receipt of the order at the agreed delivery address.

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

10. UNABLE TO DELIVER

In the event it is impossible for us to deliver your order, it will be returned to our warehouse.

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

If 15 days have passed since your order has become available for delivery and the order has not been delivered due to reasons which are not attributable to us, we shall understand that you wish to withdraw from the Contract and it shall be deemed terminated. As a result of terminating the Contract, we will refund the price paid for the products as soon as possible and, in any case, within a maximum period of 30 days from the date the Contract is terminated under the provisions of this Clause.

Please remember that transport resulting from terminating the Contract may carry an additional cost, and we shall consequently be authorised to transfer these costs to you.

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

11. TRANSFER OF RISK AND OWNERSHIP

The property, and consequently the product risks, will be your responsibility from the moment they are delivered.

12. PRICE AND PAYMENT

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

Prices may change at any time, but any such changes will not affect orders for which the Order Confirmation has already been sent.

Once you have selected all of the items that you wish to purchase, these items will have been added to your basket and the next step will be to process the order and make the payment. To do this, you should follow the steps of the purchasing process, filling out or verifying the information that is requested in each step.

Additionally, during the purchase process, you will be able to modify the details of your order before making the payment. You may refer to a detailed description of the purchasing process in the Shopping Guide. Furthermore, if you are a registered user, a list of all the orders you have placed is available in the My Account section.

You may use Visa, Mastercard, American Express, Affinity Card Banamex, and PayPal as payment methods or pay by cash up to a maximum amount of \$10,000.00 (Ten Thousand Pesos 00/100 National Currency) in OXXO stores (in a maximum period of 48 hours starting on the date you receive the order confirmation email).

Additionally, you may pay all or part of the price of your purchase with a MASSIMO DUTTI gift card or voucher issued by ITX Retail México, S.A. de C.V.

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

Once we have received your order, we will pre-authorise your card to ensure that there are sufficient funds to complete the transaction. Your card will be charged as soon as your order leaves our warehouses. If your payment method is PayPal, or a gift card or voucher issued by ITX Retail México, S.A. de C.V., you will be charged when the order is confirmed; only when the payment is in OXXO stores will the charge be made at the time of payment. However, if you place an order using one of the electronic devices in certain MASSIMO DUTTI stores in Mexico, at some locations you can also pay directly at the till using any of the payment methods available at these stores.

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

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

13. PURCHASING AS A GUEST

This website also allows you to shop as a guest.

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

14. VALUE ADDED TAX

Pursuant to the Value Added Tax Law, the sale of goods in Mexico is subject to this tax. It is understood that a transfer takes place in Mexico when the goods are located in the country at the time they are dispatched to the buyer or, in the event that they are not subject to physical dispatch, that material delivery of the goods by the vendor takes place in the country.

In light of the above, any orders placed shall be subject to the general rate of value added tax, which currently stands at 16%.

15. RETURN POLICY

15.1. Right to cancel the Contract

15.1.1. Description of and Exercising this Right

If you enter into this contract as a consumer and user, you are entitled to withdraw from the Contract within a maximum period of 30 calendar days from the Confirmation of Shipment, without the need to provide grounds for such withdrawal under the terms and according to the procedure contained in this Section 15.1.

To exercise your right of withdrawal, you must notify ITX RETAIL MÉXICO, S.A. DE C.V by email at contact.mx@massimodutti.com or via our contact form, providing a clear statement of your decision to withdraw from the purchase.

You shall not be entitled to withdraw from the Contract when it involves the supply of any of the following products:

- i. Personalized items.
- ii. Music CDs/DVDs whose original wrapping has been removed.
- iii. Goods pre-sealed for hygiene reasons which have been opened after delivery. iv. Tights.
- v. Underwear.
- vi. Hair products. vii. Perfumes

Your right to withdraw from the purchase applies only to those items returned in the same conditions in which they were received. No refund will be given if the item has been used after opening, if the items are not in the same condition as they were upon delivery, and if they have suffered any damage. Therefore, extreme care must be taken with the item/s once they are in your possession. Please return the item using or including all its original packaging, instructions and other accompanying documents.

In any case, you must return the item with the electronic receipt that you will have received together with the Delivery Confirmation, which is also available on your account on the website and on the MASSIMO DUTTI mobile application.

Gift card returns are subject to the Gift Card Terms and Conditions of Use.

15.1.1. Product return

When exercising your right of withdrawal, you must return the product. You can return the products directly at any MASSIMO DUTTI store in the Mexican Republic, or by requesting return via messenger service/courier on our website with no undue delays. Goods must be returned before the end of the period granted to exercise your right of withdrawal indicated in Clause 15.1.1.

- Returns to MASSIMO DUTTI stores.

You can return products to any of our MASSIMO DUTTI stores in the Mexican Republic with the same section as the goods you want to return. In this case, you must take the item to any of these stores, together with the electronic receipt which you will have received along with the Delivery Confirmation, which is also available on your account on the website and on the MASSIMO DUTTI mobile application. The previous option will be at no additional cost to you.

- Returns by courier.

You must contact us through our return request system so that we can arrange the collection from your home. The goods must be delivered in the same packaging in which they were received, following the instructions that you will find in the "RETURNS" section on this website. If you have made a purchase as a guest, you may request returns via messenger service/courier using the request for return via the link provided for this purpose in the order confirmation email. Please note that the cost of the return will be at your expense; we will charge a fixed amount, which will be displayed in the Help/Exchanges and Refunds section of our website and which we will deduct immediately from the amount refunded to you.

Returns on orders made using the electronic devices available in certain MASSIMO DUTTI stores in Mexico, and paid for at the store's till, must always be made in MASSIMO DUTTI stores in Mexico.

15.1.2. Assessment of the condition of the product and, where appropriate, refund

In the event that you have chosen to return the item(s), we will examine the state of the product to ensure that it is returned in the same conditions as you received it. After examining the item, we will inform you if you have the right to a refund of the amount you paid. The refund will be made without undue delay, on the understanding that, if you choose the Courier return option, the amount referred to in the third paragraph of Section 15.1.2 above will be deducted from the refund, and in any event no later than 20 calendar days from the date on which we send you an e-mail confirming that the refund has been made. We will refund the amount using the same payment method you used for the original transaction, when the payment has been made using

Visa, Mastercard, American Express, Affinity Card Banamex or PayPal; for purchases made directly in OXXO stores, you will receive the refund amount on a voucher, which will be sent to you by email. You will incur no costs as a result of the refund, unless you have not returned the items following one of the options offered in section 15.1.3 above.

15.2. Cancellation of the purchase due to hidden defects or faults.

15.2.1. Content of the Right

In addition to the right of withdrawal granted in subsection 15.1 above, ITX RETAIL MÉXICO S.A. DE C.V grants consumers a right of withdrawal due to hidden defects or faults, in the terms and according to the procedure indicated in Section 15.2.

This right entails our commitment to agree to exchange or refund your products within the first 90 days from the date you or a third party designated by you other than the carrier, took material possession of the goods or, if the goods included in your order are delivered separately, within 90 calendar days from the date you or a third party designated by you other than the carrier, took material possession of the last of these goods, when they have hidden defects or faults that make them unsuitable for their common use, reduce their quality or possibility of use or, given their nature, they do not offer the safety normally expected of them and of their reasonable use.

Your right to withdraw from the Contract only applies to those products returned in the same conditions in which they were received except in the case of hidden defects or faults. Please return the item using or including all its original packaging, instructions and other accompanying documents. In any case, you must return the item with the electronic receipt that you will have received together with the Delivery Confirmation, which is also available on your account on the website and on the MASSIMO DUTTI mobile application.

15.2.2. Exercising this Right

In the event that you consider that the product does not meet the terms of the Contract due to hidden defects or faults, you must contact us immediately and no later than the period of 90 days mentioned in Section 15.2.1. above via our contact form, providing us with the details of the product and of the damage or hidden fault in question.

15.2.3. Product return

When exercising your right of withdrawal, you must return the product. You can make returns at any MASSIMO DUTTI store in the Republic of Mexico or by a messenger/courier that we will send to your home. The item must be returned as soon as possible and no later than 10 days after expiry of the period of 90 days mentioned in Section 15.2.1 above.

- Returns to MASSIMO DUTTI stores.

You can return products to any of our MASSIMO DUTTI stores in the Mexican Republic with the same section as the goods you want to return. In this case, you must take the item to any of these stores, together with the electronic receipt which you will have received along with the Delivery

Confirmation, which is also available on your account on the website and on the MASSIMO DUTTI mobile application. The previous option will be at no additional cost to you.

- Returns by courier.

You must contact us through our return request system so that we can arrange the collection from your home. The goods must be delivered in the same packaging in which they were received, following the instructions that you will find in the "RETURNS" section on this website. If you have made a purchase as a guest, you may request returns via messenger service/courier using the request for return via the link provided for this purpose in the order confirmation email. Please note that the cost of the return will be at your expense; we will charge a fixed amount, which will be displayed in the Help/Exchanges and Refunds section of our website and which we will deduct immediately from the amount refunded to you.

Returns on orders made using the electronic devices available in certain MASSIMO DUTTI stores in Mexico, and paid for at the store's till, must always be made in MASSIMO DUTTI stores in Mexico.

15.2.3. Assessment of the condition of the product and, where appropriate, refund or replacement. We will examine the conditions of the product and the hidden defect or fault. After examining the item, we will inform you if you have the right to a refund of the amount you paid. The refund will be made without undue delay, on the understanding that, if you choose the Courier return option, the amount referred to in the third paragraph of Section 15.2.3 above will be deducted from the refund, and in any event no later than 20 calendar days from the date on which we send you an e-mail confirming that the refund has been made or replacement of the non-conforming item is appropriate. The refund will always be made using the same payment method used by yourself to pay for the original purchase, when the payment has been done using Visa, Mastercard, American Express, Affinity Card Banamex or using Paypal; in purchases made directly in OXXO stores, you will receive the amount refunded to a voucher which will be sent to you by email.

Amounts paid for products returned due to any fault or defect, when they really exist, will be refunded in full, including delivery costs incurred to deliver the item.

If you have any questions, you can contact us via our contact form or by calling 01 800 853 4389.

16. LIABILITY AND EXEMPTION FROM LIABILITY

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

Notwithstanding the above, our liability is not excluded or limited in any matter where it would be illegal or unlawful for us to exclude, limit or try to exclude or limit our liability.

Without prejudice to the provisions of the above paragraph and as permitted by law, and unless otherwise indicated in these Conditions, we will accept no liability for the following losses, regardless of their origin:

- i. loss of income or sales;
- ii. loss of business;
- iii. loss of profits or loss of contracts; iv. loss of anticipated savings; v. loss of data; and
- vi. loss of management time or office hours

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

All product descriptions, information and materials that appear on this website are provided in their entirety and without their express or implied warranty except those which are established by law. Therefore, if you enter into a contract as a consumer and user, we are required to deliver you items which conform to the Contract, and are liable to you for any nonconformity at the time of product delivery. The products are understood to comply with the Contract provided that (i) they comply with our description and have the qualities presented on this website, (ii) are suitable for the uses for which products of the same type are intended and (iii) they have the usual quality and features that can be reasonably expected from a product of the same type.

According to the scope of the law, we exclude all guarantees except those that cannot be legitimately excluded from consumers and users.

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

The provisions of this Clause do not affect your rights as a consumer and user, or your right to withdraw from the Contract.

17. MASSIMO DUTTI FEEL BENEFITS

If you are a MASSIMO DUTTI registered user and act in your capacity as a consumer, you may have access to discounts, advantages, benefits, incentives and other exclusive opportunities (hereinafter, "Massimo Dutti Feel Benefits") both on our website and App and in our physical stores. You will always be notified of the Massimo Dutti Feel Benefits Terms and Conditions in accordance with current legislation, and they will be applicable under the conditions governing each of the Massimo Dutti Feel Benefits (hereinafter, "Specific Terms") which will be duly announced on our website and App. The processing of your personal data in relation to Massimo Dutti Feel Benefits is regulated in our Privacy Policy published on our website and App. In this regard, these Terms and Conditions of Use and Purchase shall be complemented by the Specific Terms for each of the Massimo Dutti Feel Benefits.

18. INTELLECTUAL PROPERTY

You recognise and agree that all copyrights, registered trademarks and other intellectual property rights to the materials or contents provided as part of the website belong to us at all times or to those who grant us license for their use. You may only use this material as expressly authorised by us or whoever has granted us a licence for its use. This will not prevent you from using this website as needed to copy information regarding your order or contact information.

19. VIRUSES, PIRACY AND OTHER CYBERATTACKS

You may not make undue use of this website by intentionally introducing viruses, trojans, worms, logic bombs, or any other technologically damaging or harmful program or material. You may not try to gain unauthorised access to this website, the server on which this website is hosted, or any server, computer, or database related to our website. You undertake to not attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Breaching this Clause may lead to offences as described in applicable legislation. We will inform the competent authorities of any breach of this norm and will cooperate with them to discover the attacker's identity.

Additionally, anyone in breach of this clause will immediately no longer be authorised to use this website.

We shall not be liable for any damages or loss resulting from a denial-of-service attack, virus or any other program or technologically damaging material that may affect your computer, computer equipment, data or materials as a result of using this site or downloading content from it or from sites to which it redirects.

20. LINKS FROM OUR WEBSITE

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

21. WRITTEN COMMUNICATION

Applicable regulations require that we send some information or communications to you in writing. By using this website, you accept that most of our communications with you will be electronic. We shall contact you by email or SMS or provide you with information by uploading notices on this website. For contractual purposes, you agree to use this means of electronic communication and recognise that any contract, notification, information or other communications we send you electronically meet the legal requirements to be sent in writing. This does not affect your legal rights.

22. NOTICES

The notices you send us should preferably be sent by means of our contact form. Pursuant to the provisions in Clause 20 above, and unless otherwise stipulated, we may send you notifications either to your email address or to the postal address provided when you place an order.

The notifications will be understood to have been received and to have been issued correctly as soon as they are published on our website, 24 hours after sending you an email or three days after the postmarked date of any letter. To prove that the notification has been delivered, it will be sufficient to prove, in the case of a letter, that it had the correct address, was correctly stamped and duly delivered to the post office or a post box and, in the case of an email, that it was sent to the email address specified by the customer.

23. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Contract is binding both for you and for us, as well as for our respective successors, transferees and assignees.

You may not transfer, assign, encumber or otherwise pass on a Contract or any of the rights or obligations set forth therein, without having obtained our prior consent in writing.

ITX RETAIL MÉXICO S.A. DE C.V. may transfer, assign, encumber, subcontract or in any other way transfer a contract or any of its rights or obligations set forth therein at any time during the term of the Contract. To avoid any ambiguity, such transmissions, cessions, pledges or other transfers will not affect any of your legally recognised rights as a consumer, nor will they cancel, reduce or limit in any other way any explicit or tacit guarantees we may have given you.

24. EVENTS BEYOND OUR CONTROL

We shall not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Contract when caused by events that are beyond our reasonable control ("Force Majeure").

Causes attributable to Unforeseeable Events or Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, especially but not limited to the following:

- i. Strikes, lock-outs or other industrial action.
- ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or iii. threat or preparation for war.
- iv. Fire, explosions, storms, floods, earthquakes, subsidence, epidemic or any other natural disaster.
- v. Impossibility of use of trains, boats, planes, motor vehicles or other means of transport, whether public or private.
- vi. Impossibility of use of public or private telecommunications systems.
- vii. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
- viii. Strikes, failures or accidents in sea or river transport, postal services or any other type of transport.

Our obligations arising from the Contracts shall be deemed suspended for the duration of the Causes attributable to Unforeseeable Events or Force Majeure, and our deadline for meeting

these obligations shall be extended for a period of time equal to the duration of the Causes attributable to Unforeseeable Events or Force Majeure.

We shall implement all reasonable means to resolve the Causes attributable to Unforeseeable Events or Force Majeure or to seek a solution that enables us to meet our obligations under the Contract, despite the Causes attributable to Unforeseeable Events or Force Majeure.

25. WAIVER

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Contract or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Contract or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

No waiver on our part of a specific right or action entails a waiver of other rights and actions arising from the Contract or these Conditions. No waiver on our part of any of these Conditions or of the rights or actions derived from the Contract will take effect, unless it is expressly established that it is a waiver and is formalised and communicated to you in writing in accordance with the provisions in the Notifications section above.

26. PARTIAL ANNULMENT

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

27. COMPLETE AGREEMENT

These Terms and Conditions and any document that is expressly referenced herein constitute the full agreement between you and ITX RETAIL MÉXICO S.A. DE C.V. with regard to the purpose thereof and they replace any other prior pact, agreement or promise made between you and ITX RETAIL MÉXICO S.A. DE C.V., whether verbally or in writing.

You and ITX RETAIL MEXICO S.A. DE C.V. recognise having agreed to enter into the Contract without having relied on any statement or promise made by the other party or one that could have been inferred by any statement or written document during the negotiations entered into by both parties before the Contract, except for those expressly indicated in these Conditions.

Neither you or ITX RETAIL MÉXICO S.A. DE C.V. shall take any action regarding any untrue statement made by the other party, verbally or in writing, prior to the date of the Contract (unless this untrue statement was made fraudulently) and the only action that may be taken by the other party shall be due to a breach of contract in accordance with the provisions of these Conditions.

28. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We hold the right to review and modify these Conditions at any time.

You are subject to the policies and Conditions in effect at the time in which you use this website or place each order, except when by law or decision of governmental entities we must make retroactive changes to these policies, Conditions or Privacy Statement, in which case the possible changes will also affect orders made previously by you.

29. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and the product purchase contracts made through the website shall be governed by Mexican legislation.

Any controversy that may arise or be related to the use of the website or to these contracts shall be subject to the jurisdiction of the courts of Mexico City, expressly waiving any other jurisdiction that may apply to you whether due to present or future places of residence or any other circumstance.

If you are entering into the contract as a consumer, this clause shall not affect the rights applicable to you under current legislation.

30. COMMENTS AND SUGGESTIONS

We welcome your comments and suggestions. Please send any comments and suggestions using our contact form.

28 May 2024

TERMS AND CONDITIONS OF USE FOR THE 'MASSIMO DUTTI' APP FEATURES

These terms and conditions of use (hereinafter, the "Terms and Conditions") govern, for specific and additional purposes to the Terms and Conditions of Use and Purchase of www.massimodutti.com/mx, the access and use of the services and features available on the App (as defined below) of the MASSIMO DUTTI brand.

The features of the App include: (i) the possibility of purchasing products via the App, considered an Online Store purchase and therefore subject to the Terms and Conditions of Use and Purchase of www.massimodutti.com/mx; ; (ii) the management of receipts for purchases made on the MASSIMO DUTTI online stores ("Online Store"); and (iii) the possibility of obtaining the electronic receipt or electronic proof of purchase by showing the exclusive QR code for this purpose in the MASSIMO DUTTI physical stores ("Physical Store"). Both the Physical Store and the Online Store are represented in Mexico by ITX Retail México, S.A. de C.V., with registered offices at Poniente 146 No. 730, Col. Industrial Vallejo, C.P. 02300, Cd. de México.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1. Purchase of products on www.massimodutti.com/mx avia the APP

The App allows customers to purchase products on www.massimodutti.com/mx, therefore the purchase is considered an Online Store purchase and is subject to the Terms and Conditions of Use and Purchase of www.massimodutti.com/mx. The customer must accept said terms at the moment of purchase.

1.2. Management of receipts for purchases made on the Online Store

Receipts for purchases made on the MASSIMO DUTTI Online Store will be stored on the App, specifically in the 'My Purchases' section.

1.3. Obtaining an electronic receipt

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

From this moment on, you may carry out exchanges or returns at Physical Stores using said receipt, under the applicable terms and conditions, according to MASSIMO DUTTI's commercial policy and, in any event, in accordance with current legislation.

In this instance, you will not be issued a paper receipt. **Therefore, it is paramount that you understand that** by using this QR code you expressly request an e-receipt or proof of purchase in electronic form, thereby 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. In any event, the regulations governing electronic receipts or any other applicable regulation, to which these Terms and Conditions are subject, will always be preferably applied. If you decide to unsubscribe

as a user, during the process of unsubscribing, you have the option of requesting that all receipts stored in the App be sent to the email address you provide for this purpose.

2. AVAILABILITY OF THE SERVICES OFFERED BY THE APP

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

3. LIABILITY

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

You agree to use the MASSIMO DUTTI App solely for the purposes for which it is intended, and therefore, not to carry out any wrongful or fraudulent use thereof, and will be held liable by ITX Retail México, S.A. de C.V. ("the Company") or any third party for damages incurred from the wrongful use of the App.

You will be liable in the following cases:

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

4. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS AND OTHER RIGHTS OF THE APP.

Any of the elements that form part of, or are included in, the App are the property of, or are under the control of, the Company or third parties that have authorised its use. All the foregoing is hereinafter referred to as the "Property". The user undertakes not to withdraw, suppress, alter, manipulate or make any modifications to:

- Notes, legends, indications or symbols that either the Company or legitimate title holders of the rights incorporate into their property in terms of intellectual or industrial property (such as for example, copyright, ©, ® y ™, etc.).
- Technical protection or identification devices that may contain the Property (such as, for example, watermarks, digital prints, etc.). The user acknowledges that, by virtue of these Terms and Conditions, the Company neither grants nor transfers to the user any rights whatsoever in respect of its Property or the property of any third party.

The Company only authorises the user to access and use these in accordance with the terms set out in these Terms and Conditions.

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

Access and use of the Property shall at all times be carried out for personal and non-commercial purposes.

The Company reserves all rights over the Property including but not limited to, all the intellectual and industrial property rights that it holds over the same.

The Company does not concede any other licence or authorisation of use to the user of its Property that is not expressly detailed in this clause. The Company reserves the right to terminate or modify at any time and for any reason the licences granted under these Terms and Conditions.

Notwithstanding, the Company may take legal action against any use by the user that:

- does not comply with the terms and conditions specified herein;
- infringes or violates the intellectual or industrial property rights or other similar rights of the Company or of any other legitimate third-party title holder; or infringes any applicable regulation.