PURCHASE AND USE CONDITIONS

1. INTRODUCTION

This document (together with the documents mentioned herein) establishes the conditions that govern the use of this website www.massimodutti.com and the purchase of products on it (hereinafter referred to as the "Conditions").

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the "Data Protection Policies") carefully before using this website. When you use this website or place an order on it, you are aware that you are bound by these Conditions and our Data Protection Policies, so if you do not agree with all of the Conditions and with the Data Protection Policies, you must not use this website.

These Conditions may be modified and any modification will be made available to you on our web-site. It is your responsibility to read them each time that you use our website or place an purchase order, as the current Conditions at the time of formalization of the relevant Contract (as defined further on) can change and only the version available on the website at the given time shall apply.

If you have any query regarding the Conditions or the Data Protection Policies you may contact us also by using the contact form available on our website.

The contract between us to purchase a product (hereinafter, the "Contract") may be executed, at your option, in any of the languages in which the Conditions are available on this website.

2. OUR DETAILS

Sale of goods through this web page is carried out under the trading name MASSIMO DUTTI by ITX S, trgovsko podjetje, d.o.o., a Slovenian company with registered seat in Ljubljana, business address at Ameriška ulica 8, 1000 Ljubljana, Slovenia, which is registered at the court register of the District Court in Ljubljana under Srg 2007/01584, in file no. 061/146572/00, with registration no. 2273136000 in share capital amounting to EUR 500,000.00, and with VAT identification and tax no. SI 14720078, with the following email address contact.si@massimodutti.com. When contacting us no costs shall incur other than those charged by other service provider (including long-distance charges, etc.). With respect to the mere use of web-site and e-mail communication no specific costs shall incur other than those charged by your internet service provider.

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you state that all information and details provided are true and correspond to reality. Please read our Privacy Policy for further details.

4. USE OF OUR WEBSITE

When you use this website and place orders through it, you agree to:

i. Use this website to make legally valid enquiries and orders only.
ii. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorised to cancel it and inform the pertinent authorities.
iii. Provide us with your e-mail address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you if necessary (see our Privacy Policy) and you acknowledge that you have an unlimited and unrestricted access to your e-mail address, address and/or other contact.

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into contracts.

5. SERVICE AVAILABILITY

The articles offered on this website are available for delivery in Slovenia only and are subject to the current stocks (i.e. goods are available until exhaustion of stocks).

If you wish to order products from another EU member state outside of Slovenia via this website you are of course welcome to do so; however, the ordered products can only be delivered to a MASSIMO DUTTI shop or a delivery address within Slovenia.

6. HOW THE CONTRACT IS FORMED

The information set out in the Conditions and the detail contained on this website do not constitute an offer for sale but rather an invitation to make an offer. No contract in respect of any products shall exist between us and you until your order has been expressly accepted by us (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

To place an order, you will be required to follow the shopping process online. After all the required information is provided, please press the "Authorize payment" button to submit the order. After this, you will receive an e-mail from us acknowledging that we have received your order (the "Order Confirmation"). Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched (the "Shipping Confirmation"). An electronic ticket with your order details shall be attached to the Shipping Confirmation (the “e-ticket”).

The contract for the purchase of a product between us will only be formed when we send you the Shipping Confirmation. The contract for the purchase of a product between us in addition to your order and our Shipping confirmation includes also this Conditions. The Contract will relate only to those products whose dispatch we have confirmed in the Shipping Confirmation. We will not be obliged to supply any other products which 3/19 may have been part of your order until the dispatch of such products has been confirmed in a separate Shipping Confirmation.

The Order Confirmation and the Shipping Confirmation have been sent to you to your email address; this Conditions have been made available to you on the website and/or access to them was made available to you in the Shipping Confirmation. Document shall be stored and can be made available to you.

7. TECHNICAL MEANS OF CORRECTING ERRORS

If you detect an error when entering your personal details to register as a user of this website, your details can be modified in the "My Account" section. In any event, you may correct errors in your personal data provided during the purchasing process at the email address contact.si@massimodutti.com, as well as exercising the right of rectification as set out in our Privacy Pol- icy by contacting funcionlopd@inditex.com.

This website displays confirmation screens at various points throughout the purchasing process, which do not allow the order to be processed if the data in these sections has not been entered correctly. This website also shows the details of all the items that you have added to the shopping basket during the purchasing process and as such you may modify the details of your order before payment. If you detect an error in your order after payment has been made, you should contact our customer services to rectify the error immediately, using the afore-mentioned contact details.

8. AVAILABILITY OF PRODUCTS

All product orders are subject to availability of the same. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we shall duly and timely inform you.

9. 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. We shall not be liable to you or to any third party for removing any product from this website for removing or modifying any material or content from the website.

Furthermore, although we will always do everything possible to process all orders, there may be exceptional circumstances (e.g. orders received in certain period exhaust our availability of goods in stocks) that force us to refuse to process an order after having sent the Order Confirmation, and we reserve the right to do so at any time if such exceptional

circumstances will arise. In case of such exceptional circumstances, we shall not be liable to you or to any third party for not processing an order once we have sent the Order Confirmation.

10. DELIVERY

Notwithstanding clause 8 above regarding product availability and save for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in 4/19 each Shipment Confirmation prior to the date indicated in the Shipment Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

With regard to virtual gift cards, we will send them on the date indicated when placing the order.

Nonetheless, there may be delays for reasons such as the customization of products, the occurrence of unforeseen circumstances or the delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. Keep in mind in any case that we do not make home deliveries on Saturdays or Sundays or bank holidays.

For the purposes of these Conditions, "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the agreed delivery address.

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

11. INABILITY TO DELIVER

If it is impossible for us to delivery your order, your order will be returned to our warehouse, unless agreed otherwise (e.g. you explicitly direct us to leave the delivery in a safe place). We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organize delivery on another day.

If after 30 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charge (except for any additional costs resulting from your choice of any delivery method other than the least expensive ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which we deem this Contract to have been terminated.

Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on you.

This clause will not be applicable to the virtual gift card, the delivery of which will be governed by the Terms and Conditions for Use of the Gift Card and the provisions of Clause 10 above.

12. TRANSMISSION OF RISK AND OWNERSHIP OF THE PRODUCTS

The product risks shall be your responsibility from the moment of delivery as defined in clause 10 above.

You will take ownership of the products when we receive full payment of all amounts due in relation to the same, including delivery fees, or at the moment of delivery (as defined in clause 10 above), if that were to take place at a later time.

13. PRICE AND PAYMENT

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the web page are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you and approach you as soon as possible, explain the error, present you with the correct price and provide you with an option to confirm or cancelling your order. If we are unable to contact you, we will not process the order but the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

You should inform us if you detect that there are any incorrect lower price (even when we have sent the Shipment Confirmation) if the error in the price is obvious and unmistakable and could have reasonably been recognized by you as an incorrect price.

The prices on the website include VAT, but exclude delivery fees, which are added to the total price as indicated in our Shopping Guide - Delivery Fees.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, those will have been added to your basket and the next step will be to process the order and make payment. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area.

You may use, as payment method, the cards Visa, Mastercard, American Express and PayPal. In addition, you can pay for all or part of your purchase with a gift card or a voucher from issued by ITX S, trgovsko podjetje, d.o.o. Please be informed that Fashion Retail, S.A.

with corporate seat at Avenida de la Diputación, Edificio Inditex, Arteixo, A Coruña (Spain) registered in the commercial register of A Coruña, vol. 3425, page 49, C-47731, 1st entry, and tax identification number A- 70301981 will collect and make refunds on behalf of ITX S, trgovsko podjetje, d.o.o. in relation to all payments made through this online platform.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we will make a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

If your payment method is PayPal, the charge will be made when we confirm your order. 6/19 When you click "Authorize payment", you are confirming that the credit card is yours. Credit cards are subject to verification and authorization by the card issuing entity, but if the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver, and we will be unable to formalize any Contract with you.

14. BUYING GOODS AS A GUEST

The functionality of buying goods as a guest is also available on the website. Under this type of purchase, only such data which are essential to process your order will be requested from you. Upon completion of the purchase process, you will be offered the possibility of registering as a user or continue as a non-registered user.

15. EXPRESS CHECKOUT

The express checkout feature (hereafter "Express Checkout") makes it easier for you to make purchases on this website as you do not have to enter shipping, billing and payment information for each purchase. Express Checkout is available in the View Basket section.

To use Express Checkout you will have to save your card information. You may do so when making a payment with any of the cards accepted by this website by clicking the "Save my card information" option. This will result in the following card information being saved: card number, card holder name exactly as it appears on the card and card expiry date.

To save your card information and use Express Checkout, you will have to accept the applicable Privacy Policy and Conditions.

By agreeing to use Express Checkout, you authorize that purchases paid though the tool be charged to the respective card linked to the tool. Card usage shall be governed by the written terms between you and the card issuer in all cases.

You may save card information in Express Checkout for as many cards as you like, to do so must make at least one payment with each of them. If you wish to save card information for more than one card, the card whose information was saved most recently will be considered your "Favourite Card", and will be charged for Express Checkout purchases by default. However, you may change your Favourite Card in the My Account section of this webpage.

To use Express Checkout, you only have to click on the "Express Checkout" button that appears in the Shopping Basket. A screen will immediately appear with the shipping, billing and payment information for your purchase. The information available on this screen cannot be edited, so if there is incorrect information do not complete the purchase. To make purchases using different details please do not use the Express Check- out service.

You may change your Favorite Card linked to Express Checkout in the My Account section of this webpage.

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

16. VALUE ADDED TAX AND INVOICING

Pursuant to the prevailing rules and regulations in force, all purchases done through the web site are subject to the Value Added Tax (VAT).

In this regard and pursuant to Chapter I of Title V of Council Directive 2006/112/EC of 28 November 2006, on the common system of value added tax, the place of supply shall be deemed to be within the Member State of the address where items shall be delivered, and applicable VAT shall be at the prevailing rate in each Member State where items are to be supplied as per the orders placed.

Pursuant to the applicable rules and regulations in each jurisdiction, the rule of the "reverse charge" (article 194 of Directive 2006/112) may apply to goods supplied in certain Member States of the European Union if the customer is or is required to be a taxable person for VAT purposes. If this is the case, no VAT would be charged by us, subject to the confirmation by the recipient that the VAT on the items supplied would be accounted for by the customer under the reverse charge procedure.

You expressly authorize us to issue the invoice in electronic format. However, you may freely indicate us at any time, you want to receive a paper copy of your invoice, in which case we will issue and send you the invoice on paper.

17. RETURN POLICY

17.1 Legal right of withdrawal

Right of withdrawal

If you are contracting as a consumer, you have the right to withdraw from the Contract, within 14 days, without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or in case of multiple goods in one order delivered separately, after 14 days from the day on which you acquire, or a third party other than the carrier indicated and by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you may notify ITX S, trgovsko podjetje, d.o.o. operating under the commercial name MASSIMO DUTTI, at the address Ameriška ulica 8, 1000 Ljubljana, Slovenija), by writing an email at contact.si@massimodutti.com or by writing to

our contact form available on our website, of your decision to withdraw from this Contract by an unequivocal statement (example., a letter sent by post or email). You may use the model withdrawal form as set out in Annex, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer less the fixed return costs if applicable (please see Article ”Common Provision” below)) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, or until you notify us that you shall re- turn the goods by Courier and you afterwards also give the goods to the Courier, which- ever is the earliest.

You shall send back or deliver the goods or hand them over to us at any MASSIMO DUTTI store in Slovenia or return them by Courier arranged by us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this Contract to us. The deadline is met if you send back the goods before the period of 14 days has expired and/or if you return the goods to the Massimo Dutti store in Slovenia within 14 days and/or if you notify us within 14 days that you will return the goods by Courier and you afterwards also give the goods to the Courier.

You are only liable for any diminished value of the goods resulting from the handing other than what is necessary to establish the nature, characteristics and functioning of the goods.

17.2 Contractual right of withdrawal

Notwithstanding and without any effects to the legally recognized right to cancel for consumers and users, mentioned in clause 17.1 above, we grant you a period of 30 days from the Date of delivery of the products to return the products (except those mentioned in clause 17.3 below, for which the right to cancel is excluded). Gift card returns are governed by the Terms and Conditions of Use of the Gift Card.

In case you return the goods within the contractual term of the right of withdrawal, but once the statutory period has expired, you will be reimbursed, only, with the amount paid for said products (except those amounts mentioned in clause 17.3. which we are not liable to reimburse you), which means that the delivery costs will not be reimbursed. In such case, you will be responsible for the direct costs of returning the product unless you hand the goods over in a MASSIMO DUTTI store in Slovenia or you return the goods by Courier arranged by us.

You may exercise your right of withdrawal in accordance with the provision of clause 17.1 above, however should you inform us about your intention of withdrawing from the Contract after the legal term for withdrawal, you shall, in any case, hand the goods over to us within the 30 day term as from the Date of delivery of the products. 9/19

17.3 Common provisions

You shall not have the right to cancel the Contract when it is for the delivery of any of the following Products:

i. Customized items;
ii. ii. Music CDs/DVDs without their original wrapping;
iii. iii. Sealed goods which are not suitable for return due to hygiene reasons and were unsealed after delivery.

Your right to cancel the Contract shall apply exclusively to the products that are re turned in the same conditions in which you received them. We are not liable to reimburse that value of the product which has been diminished due to your handling with the product exceeding that what is necessary to establish the nature, characteristics and functioning of the goods (e.g. if the product has been used more than just opening it, for products that are not in the same condition as when they were delivered or when they have been damaged, so take care of the products(s) while in your possession).

Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products.

Upon cancellation, the respective products shall be returned as follows:

(i) Returns at MASSIMO DUTTI store:

You may return any product at any MASSIMO DUTTI store in the country where your product was delivered which has the same section to which the goods you wish to return belong to. In such case, you should go to such store and present with the e-ticket that was attached to the Shipping Confirmation, which is also saved under your account on our website and on the mobile app. You can present the e-ticket either by showing itin digital form on your mobile device or by bringing to the shop a print-out of it.

(ii) Returns by Courier

When returning the product(s) by Courier arranged by us, you should contact us through our web form to arrange for the product to be collected at the original delivery address. You should send the product in the same package received by following the directions on the "RETURNS" section of this website. If you have bought any goods as a guest, you may request returns by Courier. You shall bear the costs of using this option in amount listed in “RETURNS” section of this website. The respective amount will be set off against the amount that we are obliged to reimburse you as effect of your withdrawal.

If you do not want to return the products using the free option available, you will be responsible for the return costs. Please note that if you decide to return us the items “cash

on delivery" (i.e. payment after delivery), you are also responsible for the return costs and we will be authorized to charge you for any return costs we might incur.

After examining the article, we will inform you if you do not have the right to full reimbursement of the amounts paid. To the extent you are entitled to, delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the goods in which the relevant parcel consists of are returned. The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel. Notwithstanding the foregoing, we may withhold the reimbursement until we have received the goods back, or until you have supplied evidence of having sent back the goods, whichever is the earliest. The refund will always be paid using the same payment means you used to pay for your purchase.

You shall assume the cost and risk of returning the products to us, if you have not chosen one of the free return options as indicated above.

If you have any questions, you can contact us on our contact form available on our website.

17.4 Returns of defective products

In the cases in which you consider that at the moment of delivery the product is not as stipulated in the Contract, you must contact us, if you wish to exercise any of your statutory rights, within the statutory provided period for exercise of such right, either on our contact form, providing the product details and the damage sustained, where we will indicate what you need to do. You can return the product at any of our MASSIMO DUTTI stores in Slovenia or by delivering it to a Courier who we will send to the original delivery address. You must return the product together with the e-ticket that was attached to the Shipping Confirmation. You can return the product in-store either by showing the E-ticket in digital form on your mobile device or by a print-out of it.

We will carefully examine the returned product and will you inform you accordingly within a statutory provided period.

The amounts paid for the products returned due to any damage or defect, when it actually exists, will be reimbursed in full, including the delivery costs related to sending the article and the costs to you for returning it to us. We shall bear the costs to the extent provided by the applicable law and we retain our right to decline payment of costs which evidently have not been necessary or required for exercising of the consumer rights. The refund shall be paid by the same payment means you used to pay from the purchase.

All rights recognised in current legislation shall be, in any case, safeguarded.

18. GUARANTEES

As a trader, we shall deliver the goods to you in line with the contract and are liable for defects on the products sold via this website, in the legally established terms (i.e. the Slovenian Consumer Protection Act and the Code of Obligations) for each type of product, and thus will respond to a lack of conformity of said products, which becomes apparent

within two years of the delivery and/or handing over of the product. However, we remind you that sufficient evidence of the product's lack of conformity with the contracted product must be provided if apparent after six months from the delivery of the product.

It is considered that the defect on the product existed at the time of delivery or handing over only if it appears within six months of the delivery or handing over. You may claim your rights from a material defect if you inform us about the defect within two months as of the day you discovered the defect. Please describe the defect in detail in your no- tice of defect and, if necessary, enable us to review the product. We will reply to your notice of defect within 8 (eight) days (including whether the notified defect on the product is disputable or not) and, in case that the material defect on the product is not disputable, resolve your claim.

A defect shall be deemed material if (i) the item does not have the attributes necessary for the customary use or marketing of the item, (ii) the item does not have the attributes necessary for the special use for which the buyer bought it, and this was or should have been known to the seller, (iii) the item does not have the attributes and features that were expressly or tacitly agreed upon or prescribed, (iv) the item delivered does not match the sample or model, unless the sample or model was only shown for information purposes. The suitability of the product for customary use is assessed by comparison to the ordinary products of the same type and taking into account any of our statements relating to the characteristics of the product, which we have given in particular through advertising, presentation of the product or indications on the product it- self.

If you duly inform us about the defect, provided that your claim is grounded, you have the right to request that: we correct the defect on the goods or return the part of the amount paid in proportion to the defect or replace the defective goods with new impeccable goods or return the amount paid. In any case, you also have the right to claim damages (e.g. reimbursement of costs of material, spare parts, work, transfer and transport of products). Your rights are extinguished with the expiration of two years from the date on which you informed us of the material defect.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect of a product of the same type. In this respect, if any of the products do not conform with the contract, you should make us aware of this by following the process detailed in aforementioned section 17.4 and through any of the communication means destined for this purpose.

The products we sell, especially handmade products, often present the characteristics of the natural materials used to make them. These characteristics, such as variations in streaks, textures in the knitting and in the color are not considered defects or faults. Rather, these variations should be expected and appreciated. We only select products of a superior quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

19. LIABILITY AND WAIVING LIABILITY

Unless otherwise indicated expressly in these Conditions and to the extent legally allowed our liability regarding any product acquired on our website shall be limited strictly to the price of purchase of said product.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

i. In case of death or personal harm caused by our negligence;
ii. In case of fraud or fraudulent deceit; or
iii. In any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability (e.g. if damage is caused intentionally or by gross negligence). Notwithstanding the paragraph above, and to the extent legally allowed, we shall not accept any liability for the following losses, regardless of their origin:

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

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly.

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

20. INTELLECTUAL AND INDUSTRIAL PROPERTY

You recognize and agree that all copyrights, registered trademarks and other intellectual and industrial 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 use said material only to the extent that we or the usage licensers authorize it expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or Contact details.

21. VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS

You must not make undue use of this website by intentionally introducing a virus, Trojan horse, worm, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is housed or any server, computer or database related to our website. You agree not to attack this website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities, and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this clause, authorization to use this website shall be suspended immediately.

Save for the liability which is mandatorily imposed upon us under the applicable law, we shall not be held liable for any damage or harm resulting from a denial of service at- tack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this web- site or downloading content from the same or those to which this site redirects you.

22. LINKS FROM OUR WEBSITE

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Therefore, we shall not accept any liability for any damage or harm deriving from their use.

23. WRITTEN COMMUNICATION

The applicable regulations require that some of the information or notification that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by e-mail or, if appropriate, we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all con- tracts, notifications, e-tickets, information and other communication that we send you electronically complies with the legal requirements of providing it in writing. Hereby, any electronic communication shall have the same legal validity and effect as communication in paper form (e.g. hard-copy communication). This condition will not affect your rights as recognised by law.

By providing us with your e-mail address you agree that you have an unlimited and unrestricted access to your e-mail address. Unless otherwise stated in our e-mail communication, there is no requirement for you to confirm receipt of our notifications sent to e-mail address which you have provided to us. It shall be deemed that our communication has been delivered to you if and once we have sent it to your e-mail address.

24. NOTIFICATIONS

The notifications that you send us must be sent preferably through our contact form. Pursuant to the provisions in clause 23 above, and unless otherwise stipulated, we may send you notifications either by e-mail or to the postal address you provided us when placing an order.

It shall be understood that the notifications have been received and have been carried out correctly as soon as they are posted on our website, 24 hours after they have been sent by e-mail, or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mail box, and in the case of an email, that the notification was sent to the email address specified by the recipient.

25. TRANSFER OF RIGHTS AND OBLIGATIONS

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

You may not transmit, cede, levy or in any other way transfer a Contract or any of the rights or obligations derived from the same, without having obtained our written con- sent in advance.

We may transmit, cede, levy, subcontract or in any other way transfer a Contract or any of the rights or obligations derived from the same, at any time during the life of the Contract to another company within the Inditex Group including, but not limited to, its subsidiaries in Slovenia. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognised by law or cancel, reduce or limit in any way the express and tacit guarantees that we may have given you.

26. EVENTS BEYOND OUR CONTROL

We will 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").

Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

i. Strike, lockout or other forms of protest.
ii. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
iii. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural dis- aster.
iv. Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.
v. Inability to use public or private telecommunication systems.
vi. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
vii. Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

It shall be understood that our obligations deriving from Contracts are suspended during the period in which Force Majeure remains in effect, and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Contract despite the situation of Force Majeure.

27. WAIVING RIGHTS

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.

The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Contract or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Contract shall not take effect unless expressly stipulated that it is a waiving of rights and is formalized and notified to you in accordance with the provisions of the Notifications section above.

28. PARTIAL ANNULMENT

Should any of these Conditions or any provision of a Contract be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

29. ENTIRE AGREEMENT

These Conditions and any document referenced in the same constitute the entire agreement between you and us as regards the purpose of the same, replacing any previous pact, agreement or promise made between you and us verbally or in writing.

You and ourselves acknowledge that we have agreed to enter into the Contract without depending on any declaration or promise made by the other party or that could have been inferred from any statement or document in the negotiations entered into by the two parties prior to said Contract, except those expressly mentioned in these Conditions.

Neither you nor ourselves shall rely upon any unbinding statement made by the other party, verbally or in writing, prior to the date of the Contract (unless said untrue statement was said statement was untrue and has, thus, mislead you into buying something you otherwise would not) and shall not take any action in this respect save for that damages caused, after the conclusion of contract between us, due to breach of contract in accordance with the provisions of these Conditions. This, however, does not in any case represent a waiver of statutory rights which may not be subject to an agreement.

30. OUR RIGHT TO MODIFY THESE CONDITIONS

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

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

31. APPLICABLE LEGISLATION AND JURISDICTION

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

To the extent that under the applicable law the dispute is not subject to exclusive jurisdiction, any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Slovenian courts.

If you are entering into the contract as a consumer, nothing in this clause shall affect the statutory rights you have, as recognised in any applicable legislation in effect.

32. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are always welcome. We ask that you send any comments and suggestions, as well as any queries, complaints or claims, via our contact form, to the postal address or email address indicated in clause 2 of these Conditions.

Complaints and claims sent to our customer services will be handled as soon as possible and within the legally determined period.

If you as a buyer or a consumer consider your rights have been breached, you can address your complaints to us via the email address contact.si@massimodutti.com in order to seek an out-of-court settlement.

In this regard, if the purchase from us was concluded online through our website, we, in line with EU Regulation No. 524/2013and/or the Slovenian Out-of-Court Resolution of Consumer Disputes Act, hereby inform you that you are entitled to seek the consumer dispute with us out-of-court, through the platform for the online dispute resolution accessible through the Internet address http://ec.europa.eu/consumers/odr/. Unless otherwise provided by the applicable law, our participation in an out-of-court consumer dispute resolution is on a voluntary basis and we are not obliged to participate in it. We hereby inform you that in Slovenia we have not (yet) acknowledge any of the individual ADR entities as competent to resolve consumer disputes which a consumer can initiate in line with the Slovenian Out-of-Court Resolution of Consumer Disputes Act.

Last updated on 02/10/2025

ANNEX

Model withdrawal form

(complete and return this form only if you wish to withdrawal from the contract)

To ITX S, trgovsko podjetje, d.o.o., Ameriška ulica 8, 1000 Ljubljana, Slove nia or by email at contact.si@massimodutti.com:

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

Ordered on/received on (*)

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date

(*) Delete as appropriate

TERMS AND CONDITIONS OF USE OF

'MASSIMO DUTTI' APP FEATURES

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

Features available on the App include: (i) the option to purchase goods via MASSIMO DUTTI's App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www.massimodutti.com; (ii) the option to manage receipts for purchases made on MASSIMO DUTTI's online stores (the "Online Store") and, (iii) the option to receive the electronic receipt or electronic proof of purchase, by showing at MASSIMO DUTTI's Physical Stores the designated exclusive QR for such purposes. Both Physical Store and Online Stores are operated in Slovenia by the company ITX S, trgovsko podjetje, d.o.o., having its registered office at Ameriška ulica 8, 1000 Ljubljana, Slovenia, with registration number 2273136000.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1 Purchase of goods on www.massimodutti.com via MASSIMO DUTTI's APP Customers can purchase goods on www.massimodutti.com via MASSIMO DUTTI's App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.massimodutti.com, which you need to accept upon purchasing any good. 1.2 Management of receipts for purchases made on the Online Store The receipts for purchases made on the MASSIMO DUTTI Online Store will be stored on the App, specifically in the 'My Purchases' section. 1.3 Obtaining an electronic receipt When paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App. From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable Terms and Conditions, according to the commercial policy of MASSIMO DUTTI, and, in any event, in accordance with current legislation. In this instance, you will not be issued a paper receipt. Therefore, it is paramount that you understand that by using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper receipt by contacting our Customer Service, via any of the means of communication advertised on the MASSIMO DUTTI website. In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail. If you choose to de-register as a user, you may request, during the de-registering process, that all the receipts stored in the App be sent by email to an email address provided. 1.4 Scan receipts If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can use this electronic receipt to make returns in Physical Stores, although please note that any returns will always be in

accordance with the relevant terms and conditions, MASSIMO DUTTI's commercial policies, and all relevant legislation.

2. AVAILABILITY OF SERVICES OFFERED VIA THE APP

In accordance with applicable laws, we reserve the right to amend, suspend or delete, at any time, at our sole discretion and without prior notice, be it generally or in particular for one or more users, any or all of 19/19 MASSIMO DUTTI's App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

3. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we are not liable for any damage that you may suffer from using MASSIMO DUTTI's App in its different features. You agree to use MASSIMO DUTTI's App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from improper use of MASSIMO DUTTI's App. You will be liable in the following cases: a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any Passwords are used by a third party authorised by you without our knowledge; b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

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

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having authorised their use. All of the above shall be hereinafter referred to as the "Property". Users agree not to remove, delete, alter, manipulate or in any other way amend: - The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,). - Protection or identification technical 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 authorises users to access and use the Properties in accordance with these Terms. Users are not authorised to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights. Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes. The Company reserves all rights over the Property that it owns including, but not limited to, all intellectual and industrial property rights that it holds over the Property. The Company does not grant users any licences or authorisations to use the Property it owns

other than those expressly set forth in this clause. The Company reserves the right to terminate or amend at any time and on any grounds any licences granted under these Terms. Notwithstanding the foregoing, the Company may take legal action against any other use by users which: - does not comply with the terms and conditions herein laid down; - infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder or violates any other applicable laws.