

Massimo Dutti Terms and Conditions for Online Transactions

1. Preamble

The Terms and Conditions herein shall govern your use of the Website and constitute a valid agreement between you and us (hereinafter referred to as “the Terms”). These Terms specify the rights and obligations of all users (hereinafter referred to as “you”/“your”) and ITX Hong Kong Limited, a corporation registered at Hong Kong Chamber of Commerce of China (registration address: ROOM 1&8-12, Tower 2, 34/F, The Gateway, Harbour City, 25 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong Special Administrative Region; hereinafter referred to as “us”/“our”/the “Vendor”) in relation to the goods/services offered through the Website or other websites we are linked to. Please read these Terms and our Privacy Policy carefully before clicking “Authorise Payment” to place an order. When placing an order using or through the Website, you agree to be bound by these Terms and our Privacy Policy. Please do not place an order if you do not agree to these Terms or our Privacy Policy.

Please read these Terms in detail before placing an order as they may be modified from time to time.

You may contact us by visiting the Website if you have any questions about these Terms or our Privacy Policy.

2. Use of the Website

Unless otherwise expressly consented by the Vendor in writing beforehand, these Terms shall be the only terms governing your use of the Website and shall supersede all other terms. These Terms are of great significance to both parties as they create a legally binding agreement between us that protects your rights as a valued customer and our rights as a business. You agree that you will be deemed to have read the Terms and accepted in whole the content thereof once you have placed an order.

You agree that:

1. You can only use the Website to make legitimate enquiries and place legitimate orders.

2. You will not place any speculative, false, or fraudulent orders. We will be entitled to cancel any order and report to the relevant authorities if we have reasonable grounds to believe that the order bears the above characteristics.
3. You promise to provide us with accurate email and postal addresses and/or other contact information, and confirm that we can contact you using such information when necessary (see our Privacy Policy for details).
4. We will be unable to complete your order if you fail to provide us with all necessary information.

By placing an order with the Website, you warrant that you have reached the legal age specified by laws of the Hong Kong Special Administrative Region and are legally capable of signing a binding agreement, and that you are fully responsible for the authenticity of all information in your order. You hereby confirm that we have provided you with and drawn your attention to information about the goods or services contained in your order (including but not limited to quantity and quality, price or cost, delivery time and method, safety precaution and risk warnings, after-sales service, and civil liability), and you have read and totally understand the foregoing information before placing orders on the Website.

3. Availability of Services

Goods or services offered through the Website are only available in the Hong Kong Special Administrative Region.

4. Contractual Details

Information specified herein and details on the Website shall not constitute an offer, but an invitation to treat. Any contract signed between you and us in respect of any goods shall only come into effect after your order has been accepted by us. If we did not accept your order but the payment has already been deducted from your account, the payment will be fully refunded.

To place an order successfully, you will be required to follow the online shopping procedures and click “Authorise Payment” to submit the order. After submitting the order, you will receive an email from us acknowledging that we have received your order (the Order Confirmation). Kindly note that your order only constitutes your offer to us to buy one or more items of goods from us, and the Order Confirmation does not represent our acceptance of your order although the payment may have been deducted from your account. All orders are subject to acceptance by us. We will

confirm such acceptance to you by sending you an email confirming that the goods have been delivered (the Delivery Confirmation). The contract between both parties for the purchase of goods (the Contract) will take effect officially after we have sent you the Delivery Confirmation.

The scope of the Contract will only involve goods that have been delivered as confirmed in the Delivery Confirmation. We will not be bound to provide any other goods which may be part of your order unless the delivery of such products has been otherwise confirmed in a separate Delivery Confirmation.

5. Availability of Goods

Before a Delivery Confirmation is sent to you, all orders for goods are subject to the stock availability. In the event of supply difficulties or unavailability of stock, we reserve the right to provide you with information about substitute goods of an equal or higher quality to the goods you have ordered. If you do not wish to order such substitute goods, we will refund any previous payments made by you.

6. Rejection of Orders

We reserve the right to withdraw any goods from the Website and/or remove or edit any materials or content on the Website at any time. We will make reasonable efforts to process all orders, but in exceptional circumstances that render us unable to process an order after we have sent you an Order Confirmation, we reserve the right to decide any time at our sole discretion that we are unable to process the order.

We will not be liable to you or any other third party for our withdrawal of any goods from the Website (whether it has been sold or not), removal or editing of any content on the Website, or refusal to process or accept an order after we have sent you an Order Confirmation.

7. Your Right of Cancellation (Cooling-off Period)

If you have signed the Contract as a consumer, you will have the right to cancel the Contract within thirty (30) days of the date of the Delivery Confirmation. In such a case, you will be entitled to the payment refund for the goods made in accordance with our Return Policy (see Clause 12 below).

Your right of cancellation is only applicable where the goods returned is in exactly the same condition as when you first received it. Please return all instruction manuals, documents, and packaging of the goods when returning it. We will not accept the returned goods if it is damaged, not returned in the same condition as when you first received it, or damaged to a degree beyond its condition when first removed from its packaging. Please take reasonable protective measures in taking care of the relevant goods.

You are not entitled to cancel any Contract for the supply of any of the following goods:

- Customised goods;
- Music CD/DVD of which the original packaging has been opened;
- Underwear.

When the goods is in your care, please take proper and reasonable measures to protect it, and keep the original packaging, instruction manuals/documents and packaging materials for use when returning the goods. More details about such right and how it should be exercised are stipulated in Clause 12 and outlined in the Delivery Confirmation.

The provisions hereof will not affect your legal rights as a consumer.

8. Delivery

According to the provisions of Clause 5 above and except for any exceptional circumstances, we will endeavour to fulfil your order for goods listed in the Delivery Confirmation by the delivery date set out in the Delivery Confirmation. If no expected delivery date is specified, delivery shall be made within fifteen (15) days of the date of the Delivery Confirmation.

Reasons for delay may include causes related to:

- Customised goods;
- Special goods;
- Unforeseen circumstances;
- The delivery area;
- Wrong information provided by you, such as a wrong delivery address.

If we fail to complete delivery of goods on the delivery date due to any reason, we will notify you promptly, in which case you may either confirm you still need the goods and extend the delivery date or cancel the order and receive a refund of all payments previously made. Our delivery service is available 365 days a year.

For the purpose of these Terms, the “delivery” shall be deemed to have occurred or the goods shall be deemed to “have been delivered” once the goods has been signed off on and received at the agreed delivery address and the proof of signature and receipt have been submitted. An e-gift card shall be deemed to “have been delivered” when it has been sent to your designated e-mail address.

Acceptance of our delivery service means that you allow our delivery personnel to enter your house. Unless caused by our negligence, we will not be responsible for any hazard that can be avoided or mitigated by taking reasonable measures.

9. Inability to Deliver

In the case that we fail to deliver goods as agreed after three attempts, we will leave you a message informing you how you may contact the relevant delivery person to arrange for another delivery. If you are unable to be at the delivery location at the agreed time, please contact us and re-arrange a delivery date and location convenient for both of us. However, the new delivery location shall remain within the urban area originally specified in the order.

If it has been confirmed that we are unable to deliver the goods, we will refund the payment as soon as possible. In any case such refund shall be made within fifteen (15) days of confirming that delivery cannot be made as stipulated above. We will refund the money in the same manner as your payment.

This term shall not be applicable to e-gift cards, the delivery of which is subject to the terms of use for gift cards.

10. Risk and Title

The risks of the goods shall be borne by you once it has been delivered to the address designated by you. Ownership of the goods will only be transferred to you after we have received full payment of all sums due in respect of the goods (including

delivery charges) or upon delivery (as defined in Clause 9 above) (if delivery is later than payment).

11. Price and Payment

The price of the goods shall be as quoted from time to time on our Website (except in the case of an obvious error on the Website). While we do take protective measures to ensure that all prices quoted on our Website are accurate, errors may occur. If we have discovered an error in the price of any goods you have ordered, we will inform you as soon as possible and provide you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, the order will be treated as cancelled, and you will receive a full refund if you have paid for the goods.

We are under no obligation to sell the goods to you at the incorrect (lower) price (regardless of whether we have sent you a Delivery Confirmation) if the pricing error is obvious and unmistakable and could have been reasonably detected by you when placing the order.

All prices displayed on our Website are exclusive of delivery charges. Please refer to the delivery charges guide for the corresponding delivery charges, which will also be included in the payable sum.

Prices may change from time to time. However (unless otherwise stipulated above), such change will not affect any order of which the Delivery Confirmation has been sent.

Once you have finished shopping, all goods you have selected will be added to the shopping cart. The next step will be to complete the checkout process and make the payment. The specific steps are as follows:

0. Click “Shopping Bag” on the top of the page.
1. Click “View Shopping Bag”.
2. Click “Process Order”.
3. Fill in or confirm your contact information, order information, delivery address, and invoice address.
4. Make payment with your preferred method.

You may make the payment using a Visa card, MasterCard, JCB.

To minimise the risk of unauthorised deposit and withdrawal, the details of your credit card will be encrypted.

If we do not receive your payment, we will not be responsible for any delay or non-delivery nor sign any Contract with you.

12. Replacement/Return Policy

You may cancel your order by exercising your right to return goods.

General policy:

If you intend to cancel a Contract within the period specified in Clause 7, you may hand it over to the delivery person dispatched by us to your home, or Drop-off Points. Please see our return instructions published on our Website from time to time (“Return Instructions”) for more details. The Return Instructions together with the Terms and Privacy Policy shall govern your use of the Website and constitute a valid agreement between you and us. Please follow our Return Instructions on our Website and return the goods in the same full and sealed original packaging as when you first received it. Please contact us through our Website to enable us to arrange for receipt of the goods at the address designated by you. If you choose to return the goods to any Drop-off Points, you will not be responsible for any additional cost regardless of the return method opted by you. If you choose to hand it over to the delivery person dispatched by us, it shall be charged return delivery cost according to the return policy described on the product detail page or Help page. Each your return request will charge a fixed amount as the return delivery cost. We will directly deduct the return delivery cost from your paid amount for the corresponding returned Products.

If you are not able to return the goods through either of the two return methods provided, you will need to bear the costs for the return. Please note that if we have borne certain costs when you returned the goods to us, we will be entitled to require you to pay any direct cost arising therefrom. If you have any question, please contact us by email (contact.hk@massimodutti.com).

Return of defective goods:

In circumstances where you find the goods inconsistent with the provisions in the Contract upon receiving it, please contact us promptly through our Website and

provide us with details of the goods or the defect. Alternatively, you may contact us by email (contact.hk@massimodutti.com), where we will inform you of the next step through email.

You may hand it over to the delivery person dispatched by us.

Upon receipt of the goods returned by you, we will inspect it thoroughly and notify you via email whether you are entitled to a replacement or refund (if any) within a reasonable period. We will process the replacement or refund as quickly as possible. In any case, we will notify you via email whether you are entitled to a replacement or refund in respect of the defective goods within thirty (30) days of receiving your returned goods.

If a defect has occurred, we will refund you for the defective goods in full, including the delivery charges and any necessary and reasonable cost incurred from returning the goods. Any sum will always be refunded in the same manner it was paid.

The provisions hereof will not affect your legal rights under any laws and regulations in force.

13. Liability and Disclaimers

Our liability in respect of any goods bought through our Website is limited to its price of purchase, except for any liability the exclusion or restriction of which or any attempt to do so is strictly forbidden by laws or regulations.

According to the foregoing provision and within the scope fully permitted by law, unless otherwise prescribed in law, we are not responsible for any indirect loss caused by the secondary effect of the primary loss or damage arising from any infringement, breach of contract or any other acts (regardless of whether it was caused by the foregoing reasons or in what manner it was caused), including (but not limited to) any of the following reasons:

- 0. Loss of income or proceeds;
- 1. Loss of business;
- 2. Profit or contractual losses;
- 3. Loss of data; and
- 4. Waste of management or time for office work.

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

Except for circumstances the exclusion of which is forbidden by relevant consumer laws, we deny all other warranties in any form to the full extent permitted by law. None of the provisions herein shall affect your legal rights as a consumer or your legal right to cancel a contract.

In accordance with the foregoing term, descriptions, data and materials about all goods published on the Website are provided and construed “as is”, and shall not constitute any express or implied warranty, or any warranty occurring in any manner.

14. Intellectual Property Rights

You acknowledge and agree that all copyrights and trademarks as part of the Website and the intellectual property rights arising from all other materials or content provided shall belong to us or our licensors at all times. You are permitted to use these materials only after you have been expressly authorised by us or our licensors. You are not precluded by the provisions of this Clause from obtaining any order or copies of contractual details when using the Website.

15. Written Correspondence

As required by applicable law, certain information or communication data will be sent by us to you in writing.

Once you have used our Website, you are deemed to have accepted that your communications with us will be conducted mainly through electronic means. We will contact you by email or provide you with information by posting notices on our Website. For contractual purposes, you accept such electronic means of communication, and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with all legal requirements and that such communications will be in writing. The present term will not affect your legal rights.

16. Notices

All notices given by you to us should be sent preferably through the contact form on our Website. Subject to and in line with the other methods specified in Clause 17 above, we may give notices to you either via the email or postal address provided by you to us when placing an order.

A notice is deemed to have been duly received and served 24 hours after an email has been sent or three days after a letter has been mailed, and after it has been announced on our website. As proof of successful service of a notice, a letter shall be deemed to have been duly served if it has been reasonably delivered, stamped and placed in the letter box, or an email shall be deemed to have been duly received after it has been sent to the email address specified by the addressee.

17. Transfer of Rights and Obligations

The contract between you and us is binding on both of us and our respective successors and assignees.

You may not transfer, assign or otherwise dispose of a contract or your rights or obligations thereunder without our prior written consent.

We may transfer, assign, sub-contract or otherwise dispose of the Contract or our rights or obligations thereunder during the valid period of the contract. For the avoidance of doubt, any such transfer, assignment, pledge, or disposal in any other manner of a contract will neither affect your legal rights as a consumer nor cancel, reduce or restrict any express or implied warranty or promise made by us to you.

18. Force Majeure

In respect of the impact of events beyond our reasonable control (“force majeure”), we will not be partially or fully liable for any failure to perform, or delay in performance of any of our contractual obligations caused by such events. Force majeure refers to any objective circumstances that are unforeseeable, unavoidable, and insurmountable.

Despite reasonable measures taken by us to prevent viruses, worms, Trojan horses, and other hazards from harming our Website, we and our affiliated companies, agents, licensees, or other third-party suppliers do not guarantee that our Website or the content displayed thereon (whether downloadable or not) do not contain such destructive programs. We and our affiliated companies, agents, licensees, or other

third-party suppliers will not bear any direct, indirect, or joint liability for losses or damage caused by such destructive programs. For the avoidance of doubt, you shall decide at your discretion whether to download or obtain any data through the Website the risks of which shall be borne by yourself, as you will be fully responsible for any damage or data losses caused to your computer system by any data downloaded from our Website.

We may provide links to third-party websites on our Website, which are only for reference, and their content is beyond our control. Therefore we will not be responsible for any loss or damage possibly caused by the use these links.

19. Waiver

Neither our failure to insist on your strict performance of the Contract or any of your obligations under these Terms at any time within the valid period of the Contract, nor our failure to exercise any of our rights or remedies under the Terms, shall constitute a waiver of such rights and remedies or exempt you from performing such obligations.

No waiver by us of your liability for breach of any terms or conditions hereof shall act as our waiver of your liability for any future breach of this Contract or the Terms.

Our waiver of any terms or conditions hereof shall be considered invalid unless expressed by us and notified to you in writing, as stipulated in the foregoing “Notice” clause.

20. Severability

If any term in the Contract or these Terms is determined by any competent authority to be invalid, unlawful or unenforceable, such term, condition or provision shall be severed from the remaining terms, conditions and provisions that continue to be valid to the fullest extent permitted by law.

21. Entire Agreement

These Terms and any document explicitly referred to therein constitute the entire agreement between you and us in respect of the content of the contract, which shall supersede any oral or written agreement, understanding or arrangement between us.

You confirm with us that except as expressly stated in this Contract, neither of us, while signing the agreement, has relied on any statement, warranty or promise provided by one party to the other or implied in any oral or written negotiations between both parties. Prior to the date of the Contract, neither of us has obtained any remedies due to any oral or written misrepresentation (other than fraudulent misrepresentation) made by the other party. After a formal agreement is signed between both parties, either party may seek for remedies against the other party for breach of contract as stipulated under the terms of the Contract.

22. Our Right to Revise the Terms

We reserve the right to revise and amend these Terms from time to time, and such revisions or amendments will be published on the Website of which we are not required to notify you separately. Our revisions and amendments of these Terms will come into effect automatically after they have been published on the Website.

Your use of the Website or act of placing orders through the Website after our revisions and amendments of the Terms represents that you agree to be bound by these Terms at any relevant times. Please refrain from placing any order if you do not agree to all the terms in force at any relevant time. For this reason, you should always review these Terms as published on the Website before placing an order.

When ordering our goods, you will be bound by these Terms, our Privacy Policy and other valid policies on the Website unless these Terms, our Privacy Policy, and other valid policies on the Website are required to be changed by law or government agencies (in which cases they will apply to your previous orders).

23. Applicable Laws and Jurisdiction

Agreements made as a result of the purchase of any goods through our Website will be governed by the laws of the Hong Kong Special Administrative Region.

Any dispute arising from or in connection with such agreements shall be subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

If you are a consumer, no part of these Terms will affect your legal rights as a consumer.

This Contract is written in both Chinese and English. In the case of any discrepancy between the Chinese version and the English version, the Chinese version shall prevail.

24. Feedback

We welcome your comments and feedback. Please send us your comments and feedback through the contact form on the Website.

This Terms and Conditions is updated and takes effective since December 1, 2023.

TERMS AND CONDITIONS OF USE OF **‘Massimo Dutti’ APP FEATURES**

These Terms and Conditions of Use (the "Terms and Conditions") specifically govern the access to and use of the services and various features available on Massimo Dutti's App. These Terms and Conditions are in addition and without prejudice to the Massimo Dutti Terms and Conditions for Online Transactions 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 Hong Kong by the company ITX HONG KONG LIMITED, a corporation registered at Hong Kong Chamber of Commerce of China (registration address: ROOM 1&8-12, Tower 2, 34/F, The Gateway, Harbour City, 25 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong Special Administrative Region).

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 Massimo Dutti Terms and Conditions for Online Transactions 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 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 Vendor and/or any third party for any damage which may arise from an improper use of Massimo Dutti's App.

You will be liable in the following cases:

- a) when, where applicable, your equipment or terminals associated with the App, SIM cards, email addresses and/or any passwords are used by a third party authorised by you without our knowledge;
- b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

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

Any of the elements that form part or are included in the App are the property or are under the control of the Vendor 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 Vendor or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).
- Protection or identification technical devices that the Property may contain (e.g. watermarks, fingerprints, etc.,). Users acknowledge that under these Terms and Conditions, the Vendor does not assign or transfer any rights over their Property or over any third-party properties.

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

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 Vendor 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 Vendor does not grant users any licences or authorisations to use the Property it owns other than those expressly set forth in this clause. The Vendor reserves the right to terminate or amend at any time and on any grounds any licences granted under these Terms and Conditions.

Notwithstanding the foregoing, the Vendor may take legal action against any other use by users which:

- does not comply with the terms and conditions herein laid down; or
- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Vendor or of any other third-party legal right holder, or violates any other applicable laws.