

**DEAR CONSUMERS, FOR THE PROTECTION OF YOUR RIGHTS AND INTERESTS, YOU HAVE THE RIGHT TO CONTACT:**

**1. AUTHORIZED BODY FOR PROTECTION OF CONSUMER RIGHTS:**

Committee for the Protection of Consumer Rights of the Ministry of Trade and Integration of the Republic of Kazakhstan

Address: Republic of Kazakhstan, Astana, Mangilik El Avenue, 8, administrative building "House of Ministries", entrance 2  
Office: +7 (7172) 75-06-88, 75-06-72, mti@mti.gov.kz  
Hotline for consumer consultation: +7 (7172) 74-95-28, 74-98-32, 75-06-49, 74-98-36

**2. SUBJECT OF PRE-TRIAL SETTLEMENT OF CONSUMER DISPUTES:**

National League of Consumers Republican Public Association of Consumers

Address: 050008, Republic of Kazakhstan, Almaty, st. Shevchenko 164g, office 1.  
Telephone: 8 (727) 277-89-45, 277-83-46  
E-mail: nlp\_astana@mail.ru  
Website: www.potrebitel.kz

A complete list of consumer rights protection entities is specified in the Order of the First Vice Minister of Trade and Integration of the Republic of Kazakhstan dated November 14, 2022, No. 431-HK.

ALSO, IN THE EVENT OF VIOLATION OF YOUR RIGHTS AND INTERESTS, YOU HAVE THE RIGHT TO APPLY TO THE COURTS OF THE REPUBLIC OF KAZAKHSTAN.

**PUBLIC OFFER AND GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE AND APPLICATION**

**1. INTRODUCTION**

This public offer consists of the rules (together with the rules mentioned herein), terms and conditions that govern the use of this website and application ([www.massimodutti.com](http://www.massimodutti.com)) and the purchase of products on it (hereinafter referred to as the "Offer", "Public Offer").

This Public Offer is a purchase and sale agreement addressed to uncertain range of audience in accordance with Applicable Law, concluded with the Company from the moment you receive an email confirming the readiness of your order for shipment (hereinafter referred to as the "Contract"). The Contract is a confirmation of your full familiarization, unconditional acceptance and Contract with all the provisions set forth in this Offer.

Moreover, all the rules of this Offer apply to purchases made both directly on the website and through the application.

**For the purposes of this Public Offer, both the website directly and the application will be referred to as the website.**

We urge you to read the Offer, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the “Data Protection Policies”) carefully before using this website.

By using this website or placing an order on it, you are obliged to comply with the terms of the Offer and other rules and regulations mentioned herein.

**If you disagree with this Offer or the Data Protection Policy,  
We ask you not to use this website.**

The referred Public Offer contains an offer to sell the product, characteristics, image, description of which are posted on the website.

Therefore, anyone is authorized to use the website under legitimate purposes complying with the Offer and the Applicable Law and to enter into sale of product(s) contract (hereinafter – the “Contract”).

The Company may make changes to the Public Offer unilaterally at any time, but the current version is always available on the website. The relations of the parties to the Contract are regulated by the Public Offer posted on the website at the time of using the website or at the time of conclusion of the Contract.

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

This Public Offer is regulated by the legislation of the Republic of Kazakhstan (hereinafter – the “Applicable Law”).

## **2. OUR DETAILS**

The website is used by Master Retail Kazakhstan LLP, a company registered and operating in accordance with the laws of the Republic of Kazakhstan, with the registered address at: 192/2, Dostyk Avenue, 050051, Almaty, Republic of Kazakhstan, business identification number (BIN) 100940016920 (hereinafter referred to as the “Company”).

Customer Support Service details for inquiries, suggestions and complaints:

- Contact form on the website;
- Email address of the customer service department: [contact.kz@massimodutti.com](mailto:contact.kz@massimodutti.com);
- Postal address: 192/2, Dostyk Avenue, 050051, Almaty, Republic of Kazakhstan.

The sale of products through this website is carried out by the Company.

## **3. YOUR PERSONAL DATA**

The information or personal details that you provide us, shall be processed in accordance with the Data Protection Policies and the Applicable Law.

By using this website and going through the user registration procedure, you agree with the collection and processing of the information and details, including your personal data, and confirm that all information and details provided are true, reliable and up to date.

The Company, therefore, is not responsible for monitoring and (or) updating your personal information for the purpose of purchasing and (or) other use of the website.

## **4. USE OF OUR WEBSITE**

By using and/or placing orders on this website, you agree to the following:

- i. You agree to all the provisions and rules of this Public Offer if you decide to place an order to purchase a product;
- ii. Use this website to place valid orders, view product information as of the date of such review;
- iii. You order the products for your personal use only and do not use the products for resale;
- iv. You may not place false orders or orders for the purpose of committing fraud; If we believe that you have placed such an order, we will cancel it and inform the public authorities about it;
- v. You will provide us with your valid email address, mailing address and other correct contact details;
- vi. In the event that you take actions that may be regarded by us as unconscionable, we have the right to suspend your access to the website by blocking your account. By continuing to use the website, you agree that such suspension is our unconditional right, is made by us unilaterally and does not require any prior notice or approval.

If you do not provide us with all the information that is requested by the website - you cannot place your order and, therefore, enter into the Contract.

By placing an order on the website, you confirm your legal capacity and capacity in accordance with Applicable Law.

You are solely responsible for logging out of your account immediately after you have stopped using the website and/or the functionality of the website and/or its services to prevent unauthorized access to your account and confidential information contained in the account.

The Company is not responsible for any unauthorized access to your account if such access is the result of your failure to log out of your account and/or take other preventive actions to protect your account.

You are solely responsible for maintaining the confidentiality of your website login information (username, password(s), in order to prevent the incidents described above, as well as other incidents of unauthorized login and/or unauthorized access to your personal data and/or your payment information.

The Company reserves the right to ban your account if in the exercise of your rights there are signs of a violation of the Applicable Law, such as good faith, reasonableness and fairness of actions, compliance with the requirements of the civil law, the moral principles of society, as well as the rules of business ethics.

## **5. AVAILABILITY OF SERVICES**

The delivery service for the products offered on this website is available in the Republic of Kazakhstan only.

At the same time, the delivery service is not provided throughout the territory of the Republic of Kazakhstan. If it is not possible to deliver the products to the address specified by you, we will notify you in advance.

## **6. ESTABLISHMENT OF CONTRACTUAL RELATIONS**

To place an order, you must follow the procedure for purchasing the product online, which is offered on the website, and click on "Pay".

After that you will receive an email confirming receipt of your order (the "Order Confirmation").

You will be informed via email that the order is being sent (the "Shipping Confirmation").

An electronic receipt with the details of your order will also be attached to the Shipping Confirmation.

By entering into the Contract, you agree that the e-mail with confirmation of your order shall constitute the sufficient proof of purchase of the product(s) using the website.

It is your sole responsibility to exercise any of your rights under the Contract hereunder timely, fully and appropriately.

## **7. WEBSITE REGISTRATION AND TECHNICAL MEANS TO CORRECT ERRORS**

By registering on the website, you are solely responsible for choosing the combination(s) of characters when you create a username and password to access your account on the website. The Company reserves the right to establish requirements and criteria for the creation of a username and password (by number and combination of characters).

If you find an error in the process of entering your personal data when registering for a user account, you can correct the error in the "My Account" section.

You can always correct an error in your personal data that was provided during the purchase process through our customer service using the contact details provided in Article 2 above.

You can also exercise your right to correct your personal data, which is granted to you in accordance with the Privacy Policy, by sending an email to: [dataprotection@massimodutti.com](mailto:dataprotection@massimodutti.com).

This website does not allow you to move from one stage of the purchase to another if the information provided in the previous step is filled in incorrectly.

This website offers the details of all the items you have added to your shopping cart during the purchase process, so you can make changes to the description of your order before paying. If you become aware of illegal access to your account and/or purchase(s) made through your account, it is your duty and responsibility to notify the Company of such incidents so that the Company can block your account and prevent further illegal access and/or transactions using your account.

### **REMEMBER:**

The Company will not be liable in connection with any unauthorized access to your account unless you notify the Company of any fraudulent or unauthorized activity on your account. All purchases made from your account will be considered purchases made by you.

## **8. AVAILABILITY OF PRODUCTS**

All products are subject to availability.

Along this line, if there are difficulties regarding the supply of products or there are no more products left in stock, we reserve the right to provide you with information on substitute product(s) of the same or higher quality and value that you may order.

If you do not wish to order the substitute products, which is offered to replace a missing product, we will reimburse any amount that you may have paid.

By ordering and purchasing products using the website and the tools and services therein - you therefore confirm that:

- i. You are fully acquainted with the properties of the ordered product(s) as well as you are aware that you have the right to address the Company to receive any information on the product(s); and
- ii. You are aware of tools and means to request the product(s) details from the Company prior placing

the order and conducting the purchase; and (or)

- iii. At the moment of considering and ordering a product - you are aware of and have considered an option to visit the Company's store (MASSIMO DUTTI) to get acquainted with the product in detail, or to exercise the rights outlined in items i. and ii. above, and chose to purchase the product using the website relying on information available on the website.

## **9. CANCELLATION OF ORDER PROCESSING**

We reserve the right to remove any product from this website at any time and to remove or modify any information or content from this website.

Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation.

We reserve the right to refuse to process an order at any time. Such waiver shall not create any liability of the Company to you.

We will not be liable in any way to you or any third party by reason of the removal of any product from the website, or the removal or alteration of any material from the website, or liability for failure to process an order after we have sent you the Order Confirmation.

## **10. DELIVERY**

Notwithstanding Clause 8 above regarding product availability and except for extraordinary circumstances, we will endeavor to send the order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery 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.

Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances occurring in 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, Sundays or holidays.

For the purpose of this Offer, the delivery is considered completed or the order is considered delivered at the time when you or a third party either indicated by you or holding the appropriate (relevant) purchase confirmation receipt (please see clause 6 hereof) acquires physical possession of the product(s), which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you upon ordering and purchasing the product(s).

If the packaging of the products is damaged at the time of delivery, you must indicate this in writing on all delivery certificates, as well as describe such damage(s), in addition, you must also sign a damage report, which will be drawn up by the courier.

### **REMEMBER:**

If you did not report the damage at the time of acceptance of the delivery and you did not sign the act of damage, the products are considered delivered to you in proper form and condition.

## **11. NON-DELIVERY**

If, after 14 days from the date on which your order is ready for delivery, your order cannot be delivered for reasons beyond our control, such Contract shall be deemed terminated.

At the same time, the Company does not bear any responsibility in connection with such termination of the Contract.

Notwithstanding this, as a result of terminating the Contract, we will reimburse you all payments received from you, including standard shipping costs (except for additional shipping costs associated with your choice of delivery method other than the standard delivery method we offer), within 14 days from the date of termination of the Contract without any undue delay.

### **Please note:**

Termination of the Contract may be associated with additional costs for transport, courier, which you will have to pay.

## **12. RISK OF ACCIDENTAL LOSS AND TRANSFER OF TITLE**

The risk of accidental loss or damage to the products passes to you from the time the product(s) are delivered. Title to the products passes to you at the time of delivery of the products (as defined in Article 10 above).

## **13. PRICE AND PAYMENT**

The price of the products will be as stipulated at all times on our website and will constitute the price of products under the Contract, except in the case of an obvious error.

Although we make every effort to ensure that all prices shown on the website are accurate, there is a possibility of errors.

If we discover an error in the price of any product you have ordered, we will immediately notify you and give you the choice of confirming the order with the correct price of the product or cancelling the order.

In the event that we are unable to contact you, your order will be considered cancelled and all payment for the item(s) made by you will be refunded to you in full.

The prices on the website include VAT, but exclude delivery charges, which are added to the total price as indicated in the section "Types and Costs of Delivery" section.

Prices on the website are subject to change at any time. However, except as provided above, any price change does not affect the order for which the Order Confirmation has been sent.

Once you have selected all the units of the product you want to buy, they will be added to your cart.

The next step is to complete all the steps of the purchase process by filling in or confirming the information that is requested at each stage.

In addition, during the purchase process, before payment, you can change the details of your order.

You are provided with a detailed description of the purchase process in the "Help" section.

Also, if you are a registered user, a record of all the orders placed by you is available in "My Orders" Section.

As a payment method, you can choose to pay by bank card on the website using Visa International,

Mastercard Worldwide, American Express cards.

You are solely and fully responsible for the confidentiality of any payment information, including details, security code of your bank cards, and other information that may be necessary in order to use your bank card in order to conduct a transaction on the website.

Therefore, the Company does not accept any responsibility for any unauthorized transactions by you using your bank card by any third party who has gained access to your bank card with or without your consent and/or authorization.

In this regard, we strongly recommend you do not share your bank card or any information about your bank card with anyone, and we also recommend that you follow the general security rules to prevent unauthorized access to your bank card.

#### **14. VALUE ADDED TAX**

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

#### **15. RETURN POLICY**

##### **15.1 Right of return provided by Applicable Law**

###### Right of withdrawal

As a consumer, you have the right to withdraw from the Contract unilaterally within 30 days, subject to the provisions below.

**The products thereunder that are subject to return to the Company must meet the following requirements:**

- The products must not be worn or otherwise used;
- The products must be of marketable condition;
- All the tags and internal labels must be in place;
- The products must not be frayed and (or) damaged.

When returning the product and withdrawing from the Contract (in whole or in part), you must prove that the product you are returning was purchased from the Company through this website.

Products that fall into one of the following categories are non-returnable and will not be accepted by the Company once purchased:

- i. Underwear;
- ii. Hosiery;
- iii. Other products in accordance with Applicable Law.

The period for unilateral cancellation of the products ends after 30 days from the day when the products were handed over to you or to a third party (other than a courier) specified by you, if there are several products in one order that are delivered separately, then after 30 days from the day when the last unit of the relevant order was handed over to you or a third party (except for the courier), specified by you.

In order to exercise the right to unilaterally withdraw from the Contract and return the products, you can notify us using the contact information provided in the Article 2 above.

Notification of withdrawal from the Contract can be made by using the standard withdrawal form of the Contract, which is posted in the "Help" section.

### **Effects of unilateral withdrawal**

If you decide to withdraw from this Contract and such withdrawal is legitimate, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the standard delivery method that we offer) without any undue delay, and at any rate, within 30 days of the date on which the corresponding Contract has been terminated fully or in part.

Refunds are made in the same way that was used when placing the order.

Notwithstanding the foregoing, we may withhold refund until we have received the products back from you.

You shall send back or deliver the products or hand them over to us at any MASSIMO DUTTI store in the Republic of Kazakhstan together with the original of the printed return application, receipt, without undue delay and in any event not later than 30 days from the day on which you notified us.

The deadline is met if you send back the products before the period of 30 days has expired. Please kindly note that return application form provided on this website should be printed out and signed by you and provided to us together with the corresponding products.

You bear the costs of returning the products, unless you return the products directly through one of the MASSIMO DUTTI stores in the Republic of Kazakhstan, or in the cases provided for in this Contract.

### **15.2 Common provisions**

**You do not have the right to withdraw from the Contract if the subject of the Contract is the products listed in clause 15.1 above.**

Thus, during the period of your possession of the products, you should handle the products with care. Please return any product to or with the original packaging of such products, instructions and other documents attached, if they are attached to the products. In any case, when returning the products, you must provide a fiscal receipt with it.

In case of unilateral withdrawal from the Contract, the relevant products must be returned as follows:

(i) Returns at any MASSIMO DUTTI store:

You may return product to any MASSIMO DUTTI store in the Republic of Kazakhstan. In such case, you should go to the store and present the product along with a printed fiscal receipt from WEBKASSA as well as an electronic receipt with an order QR code.

The QR code can be found in your personal account and presented on the screen of your mobile phone.

A fiscal check from WEBKASSA can be found in the "Order detail - Invoice – Purchase - WebKassa Check" Section.

(ii) Return by courier:

For returns by courier arranged by us, you should contact us via the form on the website to arrange for the courier to pick up the products at the address you have provided. You must ship the product in the same box in which the products were received by you, following the instructions in the "PRODUCT RETURNS" section of our website.



You should send the product in its original packaging and follow the directions on the "My Returns" Section.

At the same time, you must provide an application for the return of product(s), a printed fiscal receipt from WEBKASSA.

A fiscal check from WEBKASSA can be found in the "Order detail - Invoice – Purchase - WebKassa Check" section.

After examining the product(s), we will inform you of whether you have the right to return.

The refund will be paid as soon as possible and, in all cases, within 14 days from the date when we confirm that you have the right to return as stated above.

Notwithstanding the foregoing, we may withhold refund until we have received the returning product(s) back.

You shall assume the cost and risks of returning the products to us, as indicated above.

If you have any questions, you can contact us on our contact form or using the order and contact details outlined herein in Section 2 above.

### **15.3 Returns of defective products**

If, in your opinion, the product does not comply with the terms of the Contract at the time of delivery, you should contact us immediately via the contact form on the website and provide us with information about the product and its damage.

You must return the product at any MASSIMO DUTTI store in the Republic of Kazakhstan or giving it to the courier that we send to your home.

We will carefully examine the returned product and within a period of 10 days after receiving the corresponding item will notify you by email whether you have a right for a refund (if applicable).

The refunding of the product shall take place as soon as possible and in all cases within 14 days from the date on which we send you an email confirming that the refund of the product is going ahead.

In the event that the defective products return is confirmed, you are entitled to a full refund of the price of such products, including reimbursement of the cost of delivery of the products.

## **16. CONSUMER RIGHTS**

Our liability in respect of any product purchased on the website is strictly limited to the amount of the product purchased, unless otherwise expressly stated in this Offer or Applicable Law.

Notwithstanding the above, our liability shall not be waived nor limited in the cases stipulated by Applicable Law.

All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same, except those legally established by the Applicable Law.

In this regard, we are obliged to deliver to you the products that comply with the Contract and are responsible to you for the non-conformity of the products that exist at the time of delivery of the products.

The Parties agree that the products comply with the Contract if they:

- (i) Conform to the description given on the website and have all the qualities that we have indicated on this website;
- (ii) They can be used for the purpose for which products of this type are usually used;
- (iii) Have qualities and characteristics that are common for products of a similar type and which are objectively expected of products of this type.

We exclude any warranties with respect to the products, except for warranties that are provided and cannot be excluded under Applicable Law.

## **17. INTELLECTUAL PROPERTY**

You recognize and agree that all copyright, registered trademarks and other intellectual property rights on all materials or contents provided as part of the website belong to us at all times or to those who grant us the license for their use. You may use said material only to the extent that we or the usage licensors authorize expressly. This does not prevent you from using this website to the extent necessary to copy the information on your order or contact details.

## **18. VIRUSES, PIRACY AND OTHER CYBER ATTACKS**

You must not make undue use of this website by intentionally introducing viruses, trojans, worms, 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 hosted, or any server, computer or database related to our website. You undertake 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.

We shall not be held liable for any damage or harm resulting from a denial-of-service attack, 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 website or downloading content from the same or those to which this website redirects you.

The Company and (or) the Owner reserve the right to suspend, block your account or take other actions at any time that will limit or temporarily disable use of the website by the customers should the Company or the Owner have reasonable grounds to believe that the website may be or becomes subject to cyberattack. Such actions shall be aimed to protect your personal and other information that you have provided to use the website.

## **19. LINKS FROM OUR WEBSITE**

Where the website contains links to other websites and materials from third parties, such links are for information purposes only and we have no control over the content of such websites or materials.

Accordingly, we will not be liable for any loss or damage that may arise from the use of such links.

## **20. WRITTEN COMMUNICATION**

In accordance with Applicable Law some of the information or notifications that we send to you will be in written form.

By using this website, you agree that most of the communication with us will be in electronic way.

We will communicate with you by e-mail or by posting informational notices on this website. For the purposes of the contractual relationship, you agree to use such electronic means of communication and also agree that the notices and other communications we send to you electronically comply with the written requirements of Applicable Law.

## **21. NOTICES**

All notices given by you should preferably be given via the contact form on our website.

Subject to Article 22 below, and unless otherwise provided, we may send you notice by email or to your mailing address that you provided when registering your account or when placing an order.

You agree that notices shall be deemed received and accepted for consideration or execution immediately upon posting on the website, after 24 hours from the date of sending the e-mail.

As evidence that the notice was sent, it is sufficient to prove, if the letter was sent, that it was correctly addressed and that the letter was properly delivered to the recipient; and in the case of an electronic message, that the notification is sent to the email address provided by the recipient.

## **22. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

The Contract is binding for both Parties, 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 consent in advance.

Herewith you authorize the Company to transmit, cede, levy, subcontract or in any other way transfer a Contract in part or in full concerning any of the rights or obligations derived from the same, at any time during the life of the Contract. To avoid any doubt, said transmissions, cessions, levies or other transfers shall not affect the rights that, as applicable, you have as a consumer recognized by Applicable Law or and do not cancel, reduce or otherwise limit any obligations that may have been made available to you by us.

## **23. 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 disaster.

- iv. Inability to use trains, ships, aircraft, motorised 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.
- viii. Quarantine and (or) the State of Emergency effective under the resolution by any government.

You should understand that our obligations arising from this Contract are suspended for the duration of the Force Majeure Event and we will have additional time equal to the duration of the Force Majeure Event during which we will fulfill our obligations that have been overdue. We will use all reasonable resources to ensure that the Force Majeure Event ceases as soon as possible or to find a solution that will allow us to perform our obligations under the Contract despite the Force Majeure Event.

#### **24. WAIVER OF RIGHTS**

Our failure to require you to perform any of your obligations under this Contract or the Offer, or our failure to exercise our rights under this Offer or the Contract, shall not constitute a waiver of such rights or remedies or a limitation of our rights or remedies and shall not relieve you of any liability for failure to perform such obligations.

The waiver by us of any rights or remedies shall not constitute a waiver by us of any other rights or remedies arising out of the Contract or this Offer.

A waiver by us of any of the provisions of this Offer or the rights or remedies we have under the Contract shall be effective only if such waiver is expressly stated as a waiver, duly executed and communicated to you in accordance with the rules contained in the article that governs the giving of notices.

#### **25. PARTIAL INVALIDITY OF THE CONTRACT**

In the event that any provisions of this Offer or the provisions of the Contract are declared invalid by a state authority, the remaining terms and conditions remain in force, and their validity is not affected by the fact that a part of the Contract is invalidated.

#### **26. COMPLETE AGREEMENTS OF THE PARTIES**

This Offer and any document referenced in the same, as well as any information related to the products that are displayed on the website at all times constitute the entire Contract between the Parties as regards the purpose of the same, replacing any previous pact, agreement or promise made between the Parties verbally or in writing.

The Parties acknowledge that they 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 this Offer.

Neither Party 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 said untrue statement was made fraudulently). The only action that may be taken by the other Party shall be due to breach of the Contract by the other Party.

#### **27. OUR RIGHT TO MODIFY THESE CONDITIONS**

We have the right to revise and change the terms of this Offer at any time.

You are obliged to comply with the rules, policies and terms of the Offer in force at the time of your use of

the website or placing each order for products, except in cases when, in accordance with the Applicable Law or by decision of governmental authorities, we must make changes to these policies, the Offer or the Privacy Policy and extend the amended rules to the relationship in the past. In such a case, these changes will govern the relationship related to the placement and fulfillment of orders that have been previously made by you.

## **28. APPLICABLE LEGISLATION AND JURISDICTION**

The use of this website and the Contract concluded through this website are governed by the laws of the Republic of Kazakhstan.

Any controversy that arises or is related to the use of the website or said contracts, including the Contract shall be subject to settlement in courts of the Republic of Kazakhstan.

## **29. COMMENTS AND SUGGESTIONS**

We welcome your comments and suggestions on how to improve the website. You can send your comments and suggestions via the contact form or to the address provided in Article 2 above.

## **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 (the “App”). These Terms are in addition and without prejudice to the Public Offer for the use and purchase of goods on the website [www.massimodutti.com](http://www.massimodutti.com).

Features available on the App include: (i) the option to purchase goods via App, this being deemed to be a purchase made on the website, and therefore subject to the Public Offer hereof; (ii) the option to manage receipts for purchases made on website; 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 used by Master Retail Kazakhstan LLP, the legal entity registered and operating under the Laws of the Republic of Kazakhstan, with the registered address at: 192/2, Dostyk Avenue, 050051, Almaty, Republic of Kazakhstan, business identification number (BIN) 100940016920 (the “Company”).

### **1. GENERAL DESCRIPTION OF THE APP’S FEATURES AND SERVICE**

#### **1.1 Purchase of the products on the website via App**

Customers can purchase products of MASSIMO DUTTI on the website via App. Therefore, purchases made using the App are deemed to be purchases made on the website and as such, are subject to the Public Offer, which you need to accept upon purchasing any good.

#### **1.2 Management of receipts for purchases made on the website**

The receipts for purchases made on the website will be stored on the App, specifically in the ‘My Purchases’ section.

#### **1.3 Obtaining an electronic receipt**

When paying for a purchase in MASSIMO DUTTI’s 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.

In this case, a paper check will not be issued. **By using a QR code, you request a check electronically rather than receiving it in paper form.**

From this moment on, you may make returns at Physical Stores in the Republic of Kazakhstan using said receipt, under the Public Offer and Applicable Law.

Please note that when making returns at Physical Stores in the territory of the Republic of Kazakhstan, **you must present a printed electronic receipt** from the App in accordance with the requirements of Applicable Law.

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 decide to delete your account, you may request that all the receipts stored in the App be sent to an email address provided by you.

## **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.

## **2. AVAILABILITY OF SERVICES OFFERED VIA THE APP**

In accordance with Applicable Law, 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 the App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the service and features.

## **3. LIABILITY**

Except in those cases where the exclusion of liability is legally limited by Applicable Law, we are not liable for any damage that you may suffer from using the App in its different features. You agree to use the App exclusively for the purposes for which it is intended and therefore, to not make any improper or fraudulent use thereof, and you will be liable to the Company and/or any third party for any damage which may arise from an improper use of the App.

You will be liable in the following cases:

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

## **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 authorized their use. All of the above shall be hereinafter referred to as the "Intellectual Property".

Users hereby 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 devices that the Intellectual Property may contain (e.g., watermarks, fingerprints, etc.). The Company does not assign or transfer any rights over their Intellectual Property or over any third-party properties.

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

Users are not authorized 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 Intellectual 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 Intellectual Property will always and in all cases be for strictly personal and

non-commercial purposes.

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

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

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

- does not comply with the provisions set forth in these Terms;
- violates or infringes the intellectual and industrial property rights or other rights of the Company or any other third-party rights holder, and/or violates the Applicable Law.