TERMS AND CONDITIONS OF USE OF THE PLATFORM AND TERMS AND CONDITIONS OF THE AGREEMENT FOR PURCHASE AND SALE

These Terms and Conditions together with any other documents specified in these Terms and Conditions shall govern the Platform use and shall establish the terms of the public offer agreement for purchase and sale of Products and provision of services by means of the Platform.

Please read these Terms and Conditions carefully. By using our Platform or placing an order, You assume the obligations specified in these Terms and Conditions. If You disagree with the Terms and Conditions or any of their part, please do not use the Platform.

If You have any questions related to these Terms and Conditions, You may contact us using the feedback form or via a live webchat available on our Platform.

1. TERMS AND DEFINITIONS

All capitalized terms shall be used in the following meaning:

1.1. **Platform** shall mean the Website and the App.

1.2. **Website** shall mean a site of Inditex Group, to which the Seller belongs, and placed on the Internet at the address: www.massimodutti.com/ua.

1.3. **App** shall mean MASSIMO DUTTI mobile application installed on Your mobile device.

1.4. **You** shall mean the User or the Purchaser depending on the context.

1.5. **Agreement** shall mean the purchase and sale agreement concluded remotely by and between the Purchaser and the Seller, the terms of which shall be defined by these Terms and Conditions.

1.6. **User** shall mean a Website visitor and/or the App user.

1.7. **VAT** shall mean value added tax.

1.8. **Purchaser** shall mean a User placing an order on the Platform to purchase a Product specified on the Platform.

1.9. **Seller** or **We** shall mean INDITEX UKRAINE Limited Liability Company, USREOU code: 35534116, a legal entity incorporated and existing under the laws of Ukraine, having its principal place of business at: Sportyvna Square, Building 1-A, Tower A, 15th Floor, 01001, Kyiv, Ukraine.

1.10. **Product** shall mean garments, footwear, accessories, and all other products from the range presented on the Platform for sale.

1.11. **Terms and Conditions** shall mean these terms and conditions of use of the Platform and the terms of the Agreement.

2. GENERAL PROVISIONS

2.1. These Terms and Conditions shall be the only terms and conditions in force for the Platform use and shall supersede all other terms and conditions.

2.2. These Terms and Conditions can be modified, therefore we advise You to check their relevance regularly, because at the moment of Your use of the Platform or placing an order, the Terms and Conditions then in force shall apply.

2.3. By using the Platform, You agree to the following provisions:

(a) You may use the Platform only to place legal requests and orders.

(b) You shall not be entitled to place speculative, untruthful orders or orders to commit fraud. If we have grounds to believe that You placed such order, we shall be entitled to cancel such order and inform competent state authorities to that effect.

(c) By placing an order on the Platform, You guarantee that You are a legally capable person and You are above 18 years. If You are under 18 years, You guarantee that You use the Platform with consent of Your parents or guardian.

(d) You agree not to copy, reproduce, create, reissue, download, print out, publish, republish, broadcast, record, transfer, or in way distribute web pages or materials on the Platform, or computer codes or elements containing the Platform, except for personal use, without prior written consent of the Seller.

(e) You may not modify or distribute any modifications of the Platform content, including without limitation withdrawal of the Seller's logos and trademarks.

(f) You agree not to harm, infringe, or influence security of any other Platform part, content, or any related network or software.

The Seller reserves the right to block access to the Platform to any User in case of infringement of the provisions specified herein above.

2.4. A version of the Website in the Ukrainian language is loaded by default for users in Ukraine.

You may also view the Website in the English language. Searching the Website or following the link https://www.massimodutti.com/ua/en, the User/Purchaser expresses his/her wish to load the Website in the English language. Choosing either Ukrainian or English version of Website, the User/Purchaser expresses his/her request to serve him/her, namely, to send notifications and messages, in the chosen language.

2.5. You shall also send us the correct e-mail, postal address, and/or other data, and You agree that we are entitled to use these data to identify You as the User or the Purchaser, send you payment documents and contact You whenever necessary (see our Privacy and Cookies Policy available at the Platform).

2.6. If You give incomplete, incorrect, or untruthful information, we shall not be able to fulfil You order.

3. AVAILABILITY OF PRODUCTS AND DELIVERY SERVICES

The Products which we offer on the Platform and the service of their delivery are available in the whole territory of Ukraine, excluding:

(a) temporarily occupied territories and settlements where the state authorities of Ukraine do not temporarily exercise their authorities;

(b) settlements located in or next to the area of military actions and / or under temporary occupation, encirclement (blockade).

Since the safety is our top priority, we reserve the right to change the list of settlements where delivery is not carried out. If the delivery to Your address is impossible, we shall inform You.

4. CONCLUSION OF THE AGREEMENT

4.1. Under the Agreement, the Seller shall transfer to possession of the Purchaser the Product specified in the Purchaser's order placed by means of the Platform, and the Purchaser shall pay for and accept the Product in accordance with these Terms and Conditions.

4.2. You shall choose the Products available and offered for sale on the Platform, independently and upon Your discretion.

4.3. Please note that the images accompanying the Product are just illustrations to it and may vary depending on the actual appearance of the Product. Description/specifications accompanying the Product provide principal, but not comprehensive information on the Product. You may familiarize with the Product description on the Platform, and in order to obtain more specific information, You may fill in the feedback form on the Platform or take part in a live webchat available on our Platform. All conformity documents (if required under the laws of Ukraine) shall be provided upon the Purchaser's request.

4.4. You confirm and place an order by clicking the "Authorise payment" button. Please review all Product specifications posted on the Platform, and these Terms and Conditions, before confirming Your order.

4.5. The functionality of buying the Products as a guest is available on the Platform. 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 or continuing as a non-registered User.

4.6. By confirming the order, You agree that You are properly informed by the Seller in accordance with Part 2, Article 13 of the Law of Ukraine "On Consumer Rights Protection" on:

- name and principal place of business of the Seller;
- procedure for filing claims;
- key features and properties of the selected Product;
- Product price, including delivery fee and payment conditions;
- Product warranty period, terms of its use;
- offer acceptance period;
- procedure for the Agreement termination.

If You need to reconfirm any information above, You may contact us by filling in the feedback form or via a live webchat available on our Platform.

4.7. The Agreement shall be deemed to be concluded, and the Seller's offer related to its conclusion to be fully accepted by the Purchaser, upon confirmation of the order by the Purchaser.

4.8. Upon confirmation and checkout, You shall receive an e-mail with the information about Your order. Please read this message carefully. If You find any errors in Your order, please inform us immediately by filling in the feedback form or via a live webchat available on our Platform.

4.9. If an order was placed by You incorrectly or had not been received by us, while the funds have been written off Your account, these funds shall be returned to You in full.

4.10. It will not be possible to cancel or amend the order if it is already in an advanced stage of preparation. However, You may return the Product according to clause 11 of the Terms and Conditions.

5. PRODUCTS AVAILABILITY

5.1. All orders for Products shall be performed upon their availability.

5.2. If the Product ordered by You is not available, we shall immediately, but not later than within 30 days upon placing Your order, inform You to that effect by sending You a corresponding message to the e-mail specified by You, and we shall be entitled to exclude such Product from Your order/ cancel the order.

5.3. If a prepaid order is cancelled in full or partially, its value in the relative proportion shall be returned to the Purchaser.

6. PRICE AND PAYMENT

6.1. The Product price is a price specified on our Platform at the moment of the order placement, excluding cases of obvious errors.

6.2. Despite our efforts to ensure that all prices specified on the Platform are correct, there is a possibility of errors. If we find an error in the price of a Product ordered by You, we shall immediately inform You to that effect and provide You with an option to reconfirm the order at the correct price or to cancel the order. If we are not able to contact You, the order shall be deemed cancelled, and if You have made the payment, You shall be entitled to receive a refund of the paid amount in full.

6.3. We shall not be obliged to sell You a Product at an incorrect (lower) price (even after confirmation of the order), if the price error is obvious and if we have all grounds to believe that You could or had to notice such error.

6.4. Prices specified on our Platform shall include VAT (see clause 7 of the Terms and Conditions), excluding the delivery fee, which adds on to the price specified on the Platform.

6.5. Prices shall be subject to change at any time, but (excluding conditions provided for above) any change shall not impact orders which have been placed and confirmed before the relevant change.

6.6. Please note that prices specified on the Platform and prices in stores normally coincide. However, in some cases prices may differ.

If there is any difference between the prices shown on the Platform and those marked on the label on the Product, the correct price will be the one shown when You purchase it.

Please note that we do not refund changes in the price of the Products in the event of discounts.

6.7. You may pay by a bank card Visa, MasterCard, unless otherwise expressly provided for in the Terms and Conditions. Depending on the payment method, limitations concerning the amount of Your transactions may apply.

6.8. In case of payment by a bank card, by clicking the Authorize Payment button You confirm that You are the card's owner. We shall apply the standard technical means to secure Your payment. To minimize the risk of unauthorized access, we shall encrypt Your card details. We note that we process Your payment data according to our Privacy and Cookies Policy available at the Platform.

6.9. 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 “Shopping Bag” 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 details" option. This will result in the following card details 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 and Cookies Policy.

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 "Favorite Card", and will be charged for Express Checkout purchases by default.

However, you may change your Favorite 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 Bag. 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 Checkout service.

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

7. VALUE ADDED TAX

According to the current legislation, sale of Products through the Platform is subject to VAT.

For VAT purposes, the place of delivery of the Products is the customs territory of Ukraine.

8. DELIVERY

8.1. Save for any circumstances of force majeure, we shall make every possible effort to fulfil Your order on or before the date confirmed by us by means of sending You a corresponding message to the e-mail address specified by You. If the planned delivery date is not determined, the delivery shall be performed within 15 days from the day of confirmation of Your order according to clause 4.4 of the Terms and Conditions.

8.2. If we are not able to fulfil delivery on the specified date, we shall immediately inform You to that effect by sending You a corresponding message to the e-mail specified by You. In that case You shall

be entitled to choose a new delivery date or to cancel the order with receiving refund of the paid amount in full.

8.3. Please note that we shall not perform delivery on Saturdays and Sundays.

8.4. Delivery shall be deemed performed, or an order shall be deemed delivered, upon signing a delivery receipt at the agreed delivery address. If You choose Pick-up in Store delivery method, the delivery shall be deemed performed upon receiving the Product.

8.5. Please pay attention! The unpacking and preliminary visual checking of parcel before hand-over at the drop point or address is PROHIBITED. This rule does not limit Your right to check the received Product, during 30 days, and to return it or exchange according to clause 11 of the Terms and Conditions.

8.6. By purchasing a Product through the Platform, You consent to receive the payment document exclusively in electronic form. The Seller shall provide the Purchaser with the relevant payment document (electronic cash receipt) by sending it to the Purchaser's email address.

8.7. Your order number is confidential information. If You give a third person (Your friend, family member etc.) an order number, and this person presents this number to a courier and/or to a store staff with other necessary documents, we shall deem that You transferred all rights and obligations to receive (and pay for, if applicable) Your order to such person.

9. INABILITY TO DELIVER

9.1. If through Your fault (e. g., we did not manage to contact You, or You were absent at the place of delivery):

• we were not able to perform the delivery within 14 days as Your order in the store is ready for delivery, or

• a courier failed to perform the delivery three times,

we shall deem that You wish to terminate the Agreement. In this case, the Agreement shall be deemed terminated by consent between the parties.

9.2. Upon termination of the Agreement, we shall refund You all money paid for the Product within 14 days from the date of termination of the Agreement.

9.3. In that case You agree to refund us any expenses for delivery and expenses incurred on termination of the Agreement.

10. INCIDENTAL DESTRUCTION RISK AND TITLE TRANSFER

Product incidental destruction risk shall be transferred to You upon accrual of title on, in particular, upon transfer of the Product to You in a store or upon transfer of the Product to a courier for delivery.

11. PRODUCT EXCHANGE AND RETURN RULES

11.1. Proper quality Product exchange and return

You shall be entitled to exchange a proper quality Product to any similar one within 30 days, excluding the purchase day, if the Product doesn't satisfy You in terms of its form, fashion, size, or cannot be used for its intended purpose due to other reasons.

You shall be entitled to terminate the Agreement and return any proper quality Product within 30 calendar days upon the shipping date.

You shall be entitled to exchange the Product or terminate the Agreement on the following conditions only (collectively):

(a) not more than 30 calendar days passed upon the shipping date, and

(b) the Product is absent in the list of proper quality Products which are non-exchangeable / non-returnable (see clause 11.2), and

(c) the Product is purchased in Ukraine, and

(d) the Product has not been in use (traces of use, washing, non-characteristic odours etc. are absent), and

(e) packing and all labels, tags, marks, instructions etc. are preserved in their original form and place (sewed on, on a branded ribbon etc.), and

(f) in case of return – You signed and provided with the Product the act (request) for return of a product and refund.

Proper quality Product exchange and return shall only be possible upon acknowledging all conditions specified above. Proper quality Product exchange shall be performed only through the Seller's stores under the procedure set in clause 11.4 (a) of the Terms and Conditions. Proper quality Product return shall be performed using any method indicated in clause 11.4 of the Terms and Conditions.

11.2. Proper quality products which are non-returnable and/or non-exchangeable

You shall not be entitled to exchange proper quality Product or terminate the Agreement in respect of the Products specified in the Directive of the Cabinet of Ministers of Ukraine On implementation of particular provisions of the Law of Ukraine On consumer rights protection No. 172 dd. March 19, 1994 or in any other regulatory legal act substituting this directive, including, but not limited to, the following Products: lingerie; bras; bralettes and tops; briefs; briefs packs; bodysuit; nightdresses; lingerie shorts; lingerie shirts; lingerie robes; socks; tights; hair accessories; lingerie accessories; corset product; one-piece suit; perfumery and cosmetic products (lipsticks, lipstick sets, highlighters, face palettes, blush, powders, bronzer powders, cream blush, replaceable blocks, shadows, brushes, nail varnishes, hair sprays, pencils, gloss, mascaras, colognes, perfumes, eau de parfum, eau de toilette, etc), swimming suits.

11.3. Low quality Product exchange and return

If You believe that the Product does not comply with the conditions of the Agreement (description on the Platform) and/or legal requirements at the moment of delivery and/or during the warranty period specified in clause 12 of the Terms and Conditions, You should immediately fill in the feedback form on the Platform or take part in a live webchat available on our Platform. Discrepancy between elements of design or appearance from those stated in the description on the Platform shall not be an attribute of a low quality Product.

In case of significant defects, confirmed if necessary by the expert examination conclusion, within the warranty period, You have the right to demand from the Seller at Your choice:

• termination of the Agreement and refund of the amount paid for the Product;

• exchange of the Product for the same Product or for a similar one, as available, from the Seller.

You are entitled to exchange low quality Product or terminate the Agreement under the following conditions only (collectively):

(a) not more than 30 calendar days passed from the shipping date, or the warranty period has not expired, and

(b) the Product is purchased in Ukraine, and

(c) defects of the Product emerged through no violation of directions for the Product use or its storing by the Purchaser (the Seller conducts the Product expertise to confirm this condition, if needed), and

(d) in case of return – You signed and provided with the Product the act (request) for return of a product and refund.

Low quality Product exchange and return shall only be possible upon acknowledging all conditions specified above.

Low quality Product exchange shall be performed only through the Seller's stores under the procedure set in clause 11.4 (a) of the Terms and Conditions. Low quality Product return shall be performed using any method indicated in clause 11.4 of the Terms and Conditions.

11.4. Product exchange and return methods

None of these Product exchange and return methods shall provide for additional expenses to the Purchaser.

If You don't use any Product exchange and return methods specified below, You shall bear all expenses related to the exchange or return.

(a) Exchange and return shall be carried out in each Physical store through a Return Point.

The Return Point is established in a place visible to the Purchaser and has markings that allow the Purchaser to easily identify the Return Point as the place where the return of the Product, purchased through the Platform, is carried out.

The Return Point shall be used exclusively for accepting the Product purchased through the Platform from the Purchaser, which is being returned to the Company.

Subject to compliance with all the rules specified above, You shall visit the Return Point in a Physical store, present Your passport (or another identity document), provide the payment document, as well as other documents stipulated in clauses 11.1 or 11.3 above, and sign the act (request) for the return of a product and refund.

In case of the Product return, the funds shall be refunded to You within 14 days from the date of the Product receipt. Possible money return method: to a bank card – provided that the Purchaser paid for the order with a bank card.

(b) Return by courier delivery (from the place of residence)

In case of return by courier delivery organized by us, You shall fill in the form on the Platform or take part in a live webchat available on our Platform to organize receipt of the Product by a courier at the address specified by You. You shall return the Product in the same packing in which You received it.

You shall attach documents required according to clauses 11.1 or 11.3 above to a package and transfer the packaged Product to the courier.

A courier shall not inspect contents of the package. The entire responsibility for the contents of the package, documents, and condition of the Product shall rest on the Purchaser.

If You called for a courier and were absent at the moment of their visit, a repeated call for courier shall be impossible, and the Product may be returned through a store or at Your expense only.

After receiving the Product from a courier, we shall duly inspect the Product being returned and inform You on our consent or denial to accept the Product and the reasons for it by sending You a corresponding message to the e-mail specified by You. In case of consent to the return of the Product, the money shall be refunded to You within 14 days upon giving our consent. Money return method: to a bank card which You specified when filling in the form on the Platform.

In case of denial to the return, You shall come to the Seller's store (the address to be indicated in a message) and pick up Your Product. We shall not send the Product back. If You don't come to the store within 1 calendar month upon receipt of the denial, such acts (omission) of the Purchaser shall be deemed a waiver of title on the Product on the basis of the provisions of Part 1 of Article 347 of the Civil Code of Ukraine, and the Seller shall be entitled to dispose of it at their own discretion: to throw away, utilize, transfer to charity etc.

(c) **Returns through any drop points**

You may return any Product through any drop points. In order to do this, You should access the "My Account > Orders and Returns" section of the Platform, and follow the steps provided. You must send the Product in the same package that You received it, and follow the directions on the "Exchange and Returns" section of this Platform. If you have bought any Product as a guest, You may request return through the drop points via the link sent to You in the order confirmation email.

After receiving the Product from a courier, we shall duly inspect the Product being returned and inform You on our consent or denial to accept the Product and the reasons for it by sending You a corresponding message to the e-mail specified by You. In case of consent to the return of the Product, the money shall be refunded to You within 14 days upon giving our consent. Money return method: to a bank card which You specified when filling in the form on the Platform.

In case of denial to the return, You shall come to the Seller's store (the address to be indicated in a message) and pick up Your Product. We shall not send the Product back. If You don't come to the store within 1 calendar month upon receipt of the denial, such acts (omission) of the Purchaser shall be deemed a waiver of title on the Product on the basis of the provisions of Part 1 of Article 347 of the Civil Code of Ukraine, and the Seller shall be entitled to dispose of it at their own discretion: to throw away, utilize, transfer to charity etc.

12. WARRANTY OBLIGATIONS

12. 1. Warranty period for any Product shall constitute 30 days upon Your receipt of the Product, unless otherwise indicated by the Seller.

12. 2. The list of seasonal Products with the warranty period to be calculated from the beginning of the corresponding season:

(a) Garments, fur and other items:

(i) spring-summer product range — from April 1;

(ii) autumn-winter product range — from October 1.

(b) Footwear:

(i) winter range — from November 15 till March 15;

(ii) spring-autumn range — from March 15 till May 15 and from September 15 till November 15;

(iii) summer range — from May 15 till September 15.

13. RESPONSIBILITY

13.1. Our responsibility concerning any Products purchased through the Platform shall be limited to the value of such Product.

13.2. The Seller shall be released from responsibility for violation of the Terms and Conditions, if such violation is due to force majeure, including any acts, events, non-occurrence of an event, omission, or an unforeseeable situation beyond our reasonable control, and in particular includes (without limitations) such circumstances as:

(a) strikes, blockade, or other occupational conflicts;

(b) national riots, mass riots, intrusions, terrorist attacks, or threat of terrorist attacks, military operations (with or without declaring war), including missile or other strikes from the air, threat of military operations, or preparing to military operations;

(c) fires, explosions, storms, floods, earthquakes, landslides, epidemics, or other acts of God;

(d) impossibility to use railways, vessels, air vehicles, automobiles, and other public and private transport;

(e) impossibility to use public or private telecommunication networks;

(f) acts, decrees, regulations or limitations of any government, including prohibition of cross-border transfer of funds, restriction of import of goods, etc;

(g) air alarms, blackouts, fuel shortages;

(h) any strike of workers of transport companies, post, or other strikes in transport companies, failure to provide services by transport companies, or emergencies.

13.3. Under no circumstance shall we be liable for:

(a) indirect damages caused to the Purchaser or any third parties deriving from principal damages or harm, in any way and due to infringements (including negligence), violation of the Agreement terms and conditions, or any other reasons, even if such damages or harm were foreseeable, including without limitation, the following damages:

(i) loss of profit or income;

(ii) loss of business opportunities;

(iii loss of contract;

(iv) loss of anticipated savings;

(v) loss of data;

(vi) damages as a result of incorrect management, and loss of working hours.

(b) any acts and/or omission being a direct or indirect result of any act/omission by any third parties;

(c) use (and impossibility to use) and any consequences of use (impossibility to use) the method of payment for the Products as selected by the Purchaser.

13.4. Our Platform may contain links to third parties' websites and materials. Such links shall be posted for informative purposes only, and we cannot control the content of such websites and materials. Accordingly, we shall bear no responsibility for any damages or harm which may arise as a result of using such links.

14. NOTICES AND FEEDBACK

14.1. You may send us any messages through a feedback form or via a live webchat available on our Platform.

14.2. To communicate with You, we shall use Your contact data which You indicated during placing an order or inquiry. We may send You e-mail messages.

14.3. We are looking forward to Your comments and feedbacks. You may send Your comments and feedbacks through a feedback form or via a live webchat available on our Platform.

15. INTELLECTUAL PROPERTY AND PERSONAL DATA

15.1. Intellectual property rights to all software, product and services marks, and materials provided on the Platform or through it shall belong to the Seller and/or their licensors and shall be protected by copyright legislation. Their storage, printing out, and demonstration shall be possible for personal use only. Nobody except the Seller shall be entitled to publish, change, distribute, or in other way reproduce in any form any materials or their copies provided or posted on the Platform, and shall not be entitled to use such materials for any commercial purposes.

15.2. By using the Platform, You give Your consent to the Seller for processing personal data according to the Law of Ukraine “On Personal Data Protection” and our Privacy and Cookies Policy available at the Platform.

16. VIRUSES, HACKING, AND OTHER CYBER CRIMES

16.1. You shall have no right to use this Platform improperly with the aid of intentional embedding viruses, Trojans, worms, logic bomb programs, or other materials which are technologically malicious or harmful. You shall agree not to make attempts of unauthorized access to the Platform, server on which the Platform is located, or any other server, computer, or data base connected with the Platform. You shall agree not to make any network attacks and distributed denial-of-service attacks.

16.2. By violating this provision, You may commit a criminal offence according to the current legislation. We shall be obliged to bring any suspicions concerning such criminal offence to the attention of a competent law enforcement authority; in addition, we shall cooperate with the corresponding authority to discover identity of a violator. Moreover, in case of such violation, Your right to use the Platform shall be terminated immediately.

16.3. We shall bear no responsibility for any damage or loss incurred as a result of a network attack, virus, or other software or materials which are malicious and technically harmful to Your computer,

equipment, data, or materials received as a result of this Platform use or downloaded from the Platform, and from any materials, a link to which is provided on the Platform.

17. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

17.1. The Agreement concluded by and between us and You shall be binding upon You, us, our corresponding successors and assignees.

17.2. You shall not be entitled to assign, encumber, or otherwise alienate the Agreement or any rights and obligations arising out of or in connection thereto, without our prior written consent, unless otherwise provided for in these Terms and Conditions.

17.3. We shall reserve the right to transfer, assign, encumber, subcontract, or otherwise alienate the Agreement at any time during the term of the Agreement, without Your consent. For the avoidance of doubt, any transfer, assignment, encumbrance, or other alienation shall not impact Your rights provided to You as a purchaser by law, and shall not in any way cancel, impair and limit any warranty which we may have provided to You.

18. INVALIDITY OF PROVISIONS

If any provisions of these Terms and Conditions and/or provisions of the Agreement are invalidated by a court or other competent authority in full or in any part, or if both parties consider them unenforceable, such provision shall be fulfilled to the maximum extent possible for implementation of the parties' intent, and the rest of the Terms and Conditions and/or the Agreement shall remain in full force and effect.

19. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

19.1. By placing Your order, You accept these Terms and Conditions published on the Platform at the moment of placing Your order.

19.2. We reserve the right to review and modify these Terms and Conditions from time to time.