TERMS AND CONDITIONS OF USE AND PURCHASE WWW.MASSIMODUTTI.COM/CO

1. INTRODUCTION

This document (along with all documents mentioned in it) establishes the terms and conditions governing the use of this website (www.massimodutti.com/co) and the purchase of products on it (the "Terms and Conditions"), regardless of the application, digital media, medium or device used to access the website. Please read these Terms and Conditions carefully, as well as our Privacy and Cookies Policy ("Privacy and Cookies Policy") and Personal Data Protection Policy (jointly, the "Personal Data Protection Policies") before using this website. Upon using this website or placing an order through it, you agree to these binding Terms and Conditions and to our Personal Data Protection Policies, and as such, you should not use this website if you do not agree to all of the Terms and Conditions or the Personal Data Protection Policies.

These Terms and Conditions may be modified. You are responsible for reading them each time you make a purchase on the website, as the terms and conditions in force when entering into each Contract, at the time of using the website, shall apply.

If you have any questions related to the Terms and Conditions or Personal Data Protection Policies, you can contact us via our contact channels.

You may choose to formalize the contract in any of the languages in which the Terms and Conditions are available on this website.

2. OUR INFORMATION

The sale of items through this website is carried out under the name MASSIMO DUTTI by Tendenza Nova S.A.S, a duly constituted company in accordance with the laws of the Republic of Colombia, identified with the Tax Identification Number (NIT) 900232961-3. The company's address for judicial notifications is Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca, phone number 667 22 00 and the email address for notifications is notificaciones@texmoda.com.co.

For customer service purposes, the designated email address is: **contact.co@massimodutti.com**.

Tendenza Nova S.A.S. is the entity authorized by ITX MERKEN, B.V., with its registered address at Nieuwezijds Voorburgwal 307, 1012, Amsterdam, the Netherlands, to offer, distribute and sell its products on this website.

3. YOUR DATA AND VISITS TO THIS WEBSITE

The information or personal data that you provide to us shall be processed in accordance with the Privacy and Cookies Policy and the Personal Data Protection Policies. By using this website, you agree to the processing, storage, transmission and/or national or international transfer of the information and data, and you state that all the information and data provided are true and accurate.

4. USE OF OUR WEBSITE

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

i. Use this website for legally valid consultations or orders only.
ii. Not to place any false or fraudulent orders. If it is reasonably determined that an order of this nature has been made, we reserve the right to cancel it and report it to the relevant authorities.
iii. Provide us with your email address, postal address and/or other contact details truthfully and accurately. You also agree that we may use this information to contact you if necessary (see our Personal Data Protection Policy).

If you do not provide us with all the information we require, we will not be able to process your order.

By placing an order through this website, you declare that you are over 18 years of age and have the legal capacity to enter into contracts in the Republic of Colombia. Minors are not permitted to place orders on through the website.

5. SERVICE AVAILABILITY

The items offered through this website are only available for delivery and payment in Colombian territory. Furthermore, it is stated that there is no comprehensive coverage of the Colombian territory, as shipping and/or pickup services are not available in certain areas or zones of the Colombian territory due to our marketing strategies or the difficulty of access, communications, or similar considerations.

Sales Will not be made to Amazonas, Guainía, Guaviare, Vaupés, Vichada, San Andrés, Providencia and Santa Catalina.

6. HOW TO PLACE AN ORDER

To place an order, you must follow the online purchase procedure and click on "Authorize Payment". After this, you will receive an email acknowledging the receipt of your order (the "Order Confirmation"). We will likewise inform you via email that the product is being shipped (the “Shipping Confirmation”).

7. TECHNICAL MEASURES FOR CORRECTING ERRORS

If you see that an error was made while entering your personal information when registering as a user of this website, you can modify said information in the “My Account” section.

In any event, you can correct errors related to the personal data you provided during the purchase process by contacting our customer services through our contact channels, as well as exercising your right to rectification set out in our Personal Data Policies.

This website displays confirmation windows in several sections of the purchase process which do not allow you to continue with your order if the data in these sections has not been entered correctly. This website also provides details of all the items you have added to your basket during the checkout process, so that you can modify your order details before making a payment.

If you notice an error in your order after the payment has been processed, please contact customer services immediately, using any of our contact channels to correct the error.

8. PRODUCT AVAILABILITY

All orders are subject to product availability. If there are difficulties in supply of products or if items are

out of stock, you will be informed immediately, and we will refund any amount you may have paid, without any withholding, within a maximum period of 15 calendar days.

9. DELIVERY

Unless there are circumstances arising from the customization of the products, or unexpected or extraordinary circumstances occur, we will send you the order consisting of the product(s) listed in each Shipping Confirmation within the timeframe indicated on the website according to the selected shipping method, and, in any case, within the maximum period of 30 days from the date of the Order Confirmation.

At the time of processing your purchase, we will show you the shipping cost.

Possible delivery options:

Pick up in MASSIMO DUTTI store – FREE: The customer will be able to pick up their garment at any store located in the country. The person who comes to pick up the order must present their identification document. If the person who comes to pick up the product in-store is different form the person who made the purchase (the customer is solely responsible for the management and security of their account on massimoduti.com/co), they must show their ID and present the e-mail with the order number or QR code.

Home delivery: you can request the delivery of your garment to your home by providing the delivery address details.

If, for some reason, we are not able to comply with the delivery date, or goes beyond the agreed delivery time ,we will inform you of such a circumstance and give you the option to continue with the purchase, establishing a new delivery date, or to cancel the order with a full refund of the price paid, without any withholding or deductions. The refund will be made within a maximum of fifteen (15) calendar days. In any case, keep in mind that we do not make home deliveries on Sundays or holidays.

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

10. IMPOSSIBILITY TO DELIVER

If we are unable to deliver your order after three (3) attempts, your order will be returned to our warehouse . During the delivery attempts, we will send you a message informing you where your order is and how to request a new delivery. If you will not be at the delivery address at the agreed time, we kindly ask you to contact us to arrange delivery on a different day or at a different time.

If 10 days have passed since your order became available for delivery, and the order has not been delivered for reasons not attributable to us, we will assume that you wish to cancel the contract, and it shall be deemed terminated. Following the termination of the contract, we will refund all payments received from you, including delivery costs (with the exception of any additional cost resulting from your choice of a delivery method other than the least expensive standard delivery method we offer) without undue delay and, in any case, within a maximum period of 15 calendar days from the date we consider the contract resolved. Please note that transport cost resulting from contract resolution may incur an additional charge, and therefore we reserve the right to pass on these costs on to you.

If you placed your order through any of the electronic devices available in MASSIMO DUTTI stores and paid at the cashier's desk, please contact our customer service department.

11. TRANSFER OF RISK AND OWNERSHIP

Product risks shall be your responsibility from the moment of delivery.
You will acquire ownership of the products once we receive full payment of all amounts due in relation to them, including delivery costs, and you will be responsible for the goods from the time of delivery (as defined in clause 9 above) if delivery takes place at a later time.

12. PRICE AND PAYMENT

The prices on the website include VAT (IVA) , but exclude shipping costs, which are added to the total amount due as stated in our Shopping Guide - Delivery.

Prices may be change at any time; but (except as stated above) the possible changes shall not affect orders for which you have already received an Order Confirmation.

Once you have selected all the items you wish to purchase, they will be added to your shopping cart, and the next step will be to proceed with the order and complete the payment. To do this, you must follow the steps of the purchasing process, providing or verifying the information requested at each step. Additionally, during the purchasing process, you will be able to modify the details of your order before making the payment. We provide a detailed description of the purchasing process in the Shopping Guide. Also, as a registered user, you have access to a detailed overview of all your orders in the My Account section. You can use Visa, MasterCard, American Express, and PSE as payment methods. Likewise, you may purchase products, either in full or in part, using a virtual credit voucher card from Massimo Dutti Colombia.

By clicking "Authorize Payment," you are confirming that the credit card belongs to you, or you are the legitimate holder of the virtual credit voucher card, and you accept these terms and conditions.

Transactions are intended for residents domiciled in Colombia, which means that only payment method sthrough PSE backed by accounts opened in Colombia at financial institutions supervised by the Superintendencia Financiera are allowed. For this reason, payment for orders made with foreign credit or debit cards or funds from foreign accounts will not be accepted. Only payment methods supported by Colombian bank accounts are allowed for placing orders.

In the event that a customer makes a payment with a credit or debit card backed by a foreign account, or requests a refund to an account overseas, the customer, in case of requesting a refund, will be responsible for all costs associated with returning the money to the overseas account.

To minimize the risk of unauthorized access, your credit card details will be encrypted. Credit cards will be subject to verification and authorization by the issuing entity. However,if the payment is not authorized by the issuing entity, we will not be held responsible for any delay or non-delivery, and we will be unable to formalize any contract with you.

12.1 Sales Payments with IPOD

You will be able to use as a payment method in our stores those mentioned in the previous paragraph and those mentioned below: cash payment at the checkout, voucher card, physical gift card, electronic Sodexo pass card.

13. QUICK PURCHASE

The quick purchase feature (hereinafter, "Quick Purchase") simplifies the shopping process on this website, as you won't need to enter your shipping, billing, and payment details for each purchase. Quick Purchase is available in the "Shopping Cart" section.

To use Quick Purchase, you must have saved your credit card details. You can do this by making a payment with any of the cards accepted by this website and clicking on the "Save my card details" option. This will store the following card information: card number, cardholder's name as it appears on the card, and card expiration date.

To save your card information and use Quick Purchase, you must accept the applicable Terms and Privacy & Cookie Policy.

By accepting the use of Quick Purchase, you authorize purchases made using this function to be charged to the respective card linked to your account. The use of the card will be governed by the terms agreed between you and the card issuer in all cases.

You can save as many cards as you want for Quick Purchase. To do this, you must make at least one payment with one of them. If you wish to save the data of more than one card, the one saved most recently will be considered your "Favorite Card" and will be used by default for Quick Purchase payments. However, you can change your Favorite Card in the "My Account" section of this website.

The provisions of this clause do not apply if you make purchases as a guest.

14. **SALES TAX (VAT)AND INVOICING**

In accordance with Colombian law, the sale of goods in Colombia is considered a taxable activity for the purposes of tax. Therefore, orders placed will be subject to the general rate of Value Added tax (VAT) in effect at the time of purchase, and the purchase will be governed by Colombian tax laws.

15. RETURN POLICY

15.1 Right of withdrawal

In accordance with the provisions of Article 47 of the Consumer Statute, the right of withdrawal is understood to be agreed upon. The right of withdrawal gives the consumer the possibility to terminate the contract within a maximum period of five (5) business days counted from the date of order delivery, and the consumer must return the product in the same means and conditions in which it was received. The cost of transportation and any other expenses related to the return of the goods will be covered by the consumer.

Once the goods have been returned in the same condition as they were delivered and has provided the required information to process the refund (if necessary), the refund will be made within the next fifteen (15) calendar days.
The right of withdrawal does not apply to goods that are made according to the consumer's specifications, personalized goods, and goods of personal use (such as underwear, swimwear, etc.).

The consumer must return the goods, unused, with all internal and external tags, and in the same packaging in which it was received. Returns of goods that do not meet these criteria will not be accepted.

To exercise your right to withdrawal, you must notify MASSIMO DUTTI, by writing to us on the chat available on the website or our official social media accounts, of your decision to withdraw from the contract through an unequivocal statement. You may use the attached example withdrawal form, which is included as an Appendix to these Terms and Conditions. However, its use is not mandatory. In order to comply with the right to withdrawal deadline, you need only communicate that you are exercising this right within the stipulated time period.

15.2. Payment Reversal

Complying with article 51 of Law 1480 of 2011, considering that the purchase made through this website is a distance or virtual sale, when a credit card, debit card, or any other electronic payment instrument has been used to make the payment, the company guarantees that payments requested by the consumer can be reversed in cases of fraud, unauthorized transaction, non- receipt of the purchased product, or incorrect charges to the consumer´s account or when the product delivered does not correspond to what was requested or is defective. This is provided that the consumer informs the company within 5 business days following the notice of the fraudulent transaction, non-receipt of the product, the receipt of the product or the date on which it was supposed to be received.

We will be able to process the request through our customer service channels. To do so, it is necessary to inform us of the reason for the request, the amount for reversal, the reversal details, and the identification of the payment instrument to which the reversal will be made. Within the same 5 business day period, the customer must also inform the issuer of the payment instrument about the reversal. If the consumer requesting the reversal is not the holder of the payment instrument, the request to the issuer must be made by the product holder.

Once the reversal request is submitted to the company and the reversal request is made to the payment instrument issuer, both parties have a period of fifteen (15) business days to process the reversal.

The above is without prejudice to the specific requirements and procedures regarding exchanges and returns regulated by the Terms and Conditions of Purchase.

15.3. Consequences of exercising your right to withdrawal

If you exercise your right of withdrawal, we will refund all payments received from you, except for any additional costs resulting from your choice of a delivery method different from the free standard delivery offered by us, without undue delay and, in any case, no later than 15 calendar days from the

date we are informed of your decision to exercise your right of withdrawal, as long as you have fulfilled the obligations: i) to provide the correct and complete information required to carry out the return process (if necessary), and ii) have returned the product.

We will make the refund using the same payment method you used for the initial transaction, unless it is not possible, in which case we will make the refund using an option chosen by the consumer from the options provided by us. You will not incur any fees as a result of the refund. However, we may withhold the refund until we have received the goods or until you have provided proof of their return, whichever condition is fulfilled first.

You must return or deliver the products directly to us at any MASSIMO DUTTI store in Colombia or request a return through a courier, organized by us, assuming the transportation cost of that return, or you may send the product directly by taking it to an authorized shipping point and paying the corresponding service without any undue delay, and t, without in any case, within a maximum period of 14 calendar days from the date you communicate your decision to exercise your right to withdrawal.

In cases where you wish to return the goods through the messenger/courier service organized by us for home pickup, an amount representing the transportation cost of the return will be deducted. The deadline will be considered met if you return the goods before the expiration of that period. You will only be responsible for the decrease in the value of the goods resulting from handling them in a way other than necessary to establish the nature, characteristics, and functioning of the goods.

In cases where multiple goods have been purchased in a single transaction and the right of withdrawal is not exercised for all of the goods, the refund will be made for the value of the returned item(s) using the same payment method used in the purchase. If that is not possible, the refund will be made through an option chosen by the consumer from the options provided by us.

In the event of a second withdrawal on the same invoice, the refund will be made via bank transfer.

15.4. Contractual right to cancel

In addition to the legal right of withdrawal recognized for consumers as mentioned in clause 15.1 above, we grant you a period of 30 days from the date of product shipment to make returns of the products (except for those mentioned in this clause, for which the right of withdrawal is excluded), provided that the products have not been used and retain their internal and external tags.

In the event that you exercise the contractual right of withdrawal, starting from 15 calendar days after the Shipping Confirmation, the refund will be made through an online credit voucher, to the same payment method, or via bank transfer, at your choice, once the product has been received and inspected.

15.5. Exchange policy

If you consider that the size or color of the product purchased at www.massimodutti.com does not meet your needs, and without prejudice of your legal and contractual right to cancellation or withdrawal, you may request a change of size or color at any MASSIMO DUTTI store in Colombia within a maximum period of 30 calendar days from the Shipping Confirmation, provided that the product has exactly the same price.

TENDENZA NOVA S.A.S. will accept the exchange of items purchased through www.massimodutti.com, in which case, you must provide the item you wish to exchange along with the electronic ticket you received attached to the Shipping Confirmation, (This document is not the invoice for your purchase, it is the ticket with the QR code containing the information of your purchase.)which is also saved in your website account and the MASSIMO DUTTI mobile application. You can present it digitally on your mobile device screen or in printed copy.

Please note that this new item will not be governed by the provisions of these Terms and Conditions of Use and Purchase, instead, the terms and conditions set out on the back of the receipt provided will apply, including the clauses related to your right to cancellation or withdrawal.

Notwithstanding the above, if you would prefer to exchange the product for a different item you must request a return by following the procedure established for this purpose and make a new purchase.

15.6. Return Policy

If you wish to return an item purchased through www.massimodutti.com.co, you have 30 calendar days from the shipping date of your order to do so. The items must retain all tags and be in perfect condition. Returns are accepted as long as the garment has not been used and retains all its internal and external tags, and as long as it is not one of the products included in clause 15.8. In such cases, you must provide the electronic ticket you received attached to the Shipping Confirmation (this document is not the invoice for your purchase, it is the ticket with the QR code containing the information of your purchase), which is also available in your account on the website and in the Massimo Dutti mobile app. You should present it either digitally on your device screen or by printing it out.
The return will be processed once the items arrive at our warehouses, and the staff reviews and processes them to ensure they meet the stated conditions.

15.7. Return Policy for Sales through IPOD with In-Store Payment

This return policy only applies to sales made through IPOD, which involves placing an online order through the devices in our MASSIMO DUTTI stores in Colombia and making payment at the counter.

If you wish to return an item purchased through the IPOD system, you have of 30 calendar days from the Shipping Confirmation to do so free of charge, only at our MASSIMO DUTTI stores in Colombia. The items must retain alltags andbe inperfect condition. The return is accepted as longas the product has not been used, retains all internal tags, and is not a customized product. Under no circumstances is it possible to exchange the product purchased through this sales channel.

The refund will be made using the same payment method used for the purchase, unless it is not possible. In such cases, the consumer will be promptly informed about the available options for the refund.

All rights recognized by current legislation and other provisions of these terms and conditions are preserved. This means that any matters not specifically regulated in this section (15.6) are subject to the other provisions contained in these terms and conditions.

15.8. Common provisions of the right of withdrawal, return policy and right of cancellation

You will not have the right to cancel or withdraw from a contract in the case of the supply of any of the following products:

- Customized items requested by the costumer.

- Sealed goods for health or hygiene reasons that have been unsealed after delivery.

- Goods that have been used by the consumer or do not retain their internal tags.

The right of withdrawal, return policy and the right of cancel the contract shall apply exclusively to those products that are returned in the same condition in which you received them. No refund will be made if the product has been used beyond the mere opening of it, if the products are not in the same condition as they were delivered, or if they have suffered any damaged. Therefore, please handle the products(s) with care while they are in your possession. Please return the item preferably using or including all its original packaging, instructions and other accompanying documents.

You can return the products to any MASSIMO DUTTI store in Colombia, through a messenger/courier service that we will send to your address, or also return the products to an authorized drop-off point.

Returns at MASSIMO DUTTI stores:

You may return products to MASSIMO DUTTI stores in Colombia. To do so, you should visit any of these stores and bring the item along with the electronic ticket you received attached to the Shipping Confirmation, which is also saved in your website account and in the MASSIMO DUTTI mobile application. You may present the electronic ticket digitally on your mobile device screen or bring a printed copy to the store.

Returns via courier service:

You should contact us through our return request form so that we can arrange to collect of the goods from your home. You should preferably return the products in the same package as you received it, following the instructions found in the “EXCHANGES, RETURNS, AND REFUNDS ” section on this website. However, if you no longer have the original packaging, you can return your order in any other packaging, as long as it is securely sealed to prevent the loss of item(s).

Please note that if you decide to schedule the home pickup service, we are authorized to charge you for the transportation costs. Similarly, if you choose to return the items through unauthorized means, we are authorized to charge you for any expenses we may incur.
Returns via authorized drop-off points in Colombia:

You may return the products at one of the authorized drop-off points in Colombia. To do so, you should request the return using the "Drop-off Point" method in the "Orders and Returns" section of the "My Account" page on the website. We will then email you a return label that you should affix to the package and leave it at the drop-off point. You should leave the item in the same package in which you received it.

You can find more information about this shipping option in the "EXCHANGES, RETURNS, AND REFUNDS" section of this website.

Please note that if you decide to return the items under the right of withdrawal, the return policy, and the right of desistment through the authorized delivery points in Colombia, you will be responsible for the shipping costs.

After examining the item, we will inform you whether you are entitled to a refund of the amounts paid. If returns are made through the courier service scheduled by the company, we will be authorized to charge the transportation cost, which will be deducted from the amount to be refunded.

For returns made under our return policy, the refund will be processed as soon as possible and, in any case, within 15 calendar days from the date the return is approved. For the right of withdrawal, the refund will be made within 15 calendar days from the moment you inform us of your intention to withdraw and have fulfilled the following obligations: (i) provided the correct and complete information required to carry out the return process, and (ii) initiated the return of the product in accordance with the terms of this document. However, we may withhold the refund until we have received the goods, or until you have provided proof of the return of the goods, whichever condition is met first.

The refund will be made using the same payment method you used to pay for the purchase, only when the right of withdrawal is exercised within the legal period (5 business days following the delivery of the product). In case the contractual right of cancellation is exercised after 15 calendar days from the Shipping Confirmation, the refund will be made via an online credit card or through a bank transfer, at your choice.

In cases where it is not possible to refund through the payment method used for the purchase (e.g., PSE), we will request your details to make a bank transfer or provide options for the refund, as chosen by the consumer from the options provided by us.

In the event of a second withdrawal on the same invoice, we offer a refund of the purchase amount via bank transfer. Refunds will not be made to bank accounts outside of Colombia or outside of the Republic of Colombia. All refunds to bank accounts will be made to accounts opened by the buyer in financial institutions supervised by the Superintendencia Financiera within the Republic of Colombia.

The return will be processed once the items arrive at our warehouse, and the staff will review and process them to ensure they meet the stated conditions.

15.9. Returns of defective products

In cases where you consider that the product does not conform to the specifications in the contract at the time of delivery, you must contact us immediately through our provided contact channels, providing details of the product and describing the damage it has suffered.

You may return the product to MASSIMODUTTI stores in Colombia or arrange for a courier to pick it up from your home by requesting the collection. Alternatively, you can also return the product through authorized drop-off points in Colombia.

We will carefully examine the returned product and notify you by email within a period of 15 business days following receipt of the request, whether a refund or replacement is applicable (if necessary).

The refund or replacement of the item will be processed as soon as possible, and in any case, we will return the money within a maximum of 15 calendar days following the confirmation of the refund's eligibility. If the replacement of thenon-conforming item is approved, it will be processed within ten (10) business days from the confirmation of its eligibility.

The amounts paid for products returned due to any defect, if proven, will be fully refunded, including

the delivery costs incurred by the authorized courier service. The refund will be made using the same payment method used for the purchase, unless it is not possible. In such cases, the consumer will be promptly informed about the available options for the refund.

All rights recognized by current legislation are preserved.

16. LEGAL WARRANTY

If you are a consumer or user, we offer you a legal warranty on the products we sell through this website, in accordance with the legally established terms for each type of product. Therefore, we are responsible for any quality defects that may occur in the products. The warranty period is three (6) months for all store items, counted from the delivery of the product.

Defects covered by this warranty do not include damage caused by improper use or care of the product, failure to follow care and maintenance instructions, third-party intervention not authorized by the company, or force majeure or fortuitous events. For textiles, pilling (bobbles) caused by improper use, external agents, natural wear, or failure to follow washing instructions. For footwear, creases caused by the natural flexing of the upper.

The products will be understood to comply with the contract if (i) they match our description and have the characteristics we presented on this website, (ii) they are suitable for the normal uses of products of the same type, and (iii) they offer the normal quality and features it would be reasonable to expect from the same type of product. In this regard, if any of the products do not conform to the contract, you should bring this to our attention by following the process explained in the section 15.9 above and through any of the designated communication channels. The inspection of products under the legal warranty will be free of charge.

The products we sell, especially handicraft products, may often exhibit the characteristics of the natural materials used in their manufacturing process. These characteristics, such as variations in grain, texture, knots, and color, should not be considered defects or flaws. On the contrary, they should be expected and appreciated. We carefully select products of the highest quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

The company may be exempt from liability under the legal warranty when it can be demonstrated that the product defect is due to an event of force majeure or fortuitous event, the act of a third party, misuse of the product by the consumer, or failure to follow the product's instructions for use and care.

17. LIABILITY AND LIMITATION OF LIABILITY

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

However, and unless otherwise provided by law, we shall not accept any liability for the following losses, regardless of their origin:

(i) loss of revenue or sales.

(ii) loss of business.

(iii) loss of profits or contracts.

(iv) loss of anticipated savings.

(v) loss of data; and

(vi) loss of management time or office hours.

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

18. INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyrights, trademarks, and other industrial and intellectual property rights pertaining to the materials or content provided as part of the website belong to us or to those who have licensed us to use them. You may only use such material in the manner expressly authorized by us or the licensors. This shall not prevent you from using this website to the extent necessary to copy information about your order or contact details.

19. VIRUSES, HACKING, AND OTHER CYBER ATTACKS

You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs, or any other technologically harmful or damaging material. You must not attempt to gain unauthorized access to this website, the server on which this website is hosted, or any server, computer, or database related to our website. You agree not to attack this website through a denial-of-service attack or a distributed denial-of-service attack.

Failure to comply with this clause may constitute offenses under applicable laws. We will report any such breach to the relevant authorities and cooperate with them to discover the attacker's identity. Furthermore, in the event of a breach of this clause, your authorization to use this website will be revoked immediately.

We will not be liable for any damage or loss resulting from a denial-of-service attack, virus, or any other technologically harmful or damaging material that may infect your computer, computer equipment, data, or materials due to your use of this website or the downloading of any content from it or any website to which it may redirect you.

20. LINKS FROM OUR WEBSITE

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

21. WRITTEN COMMUNICATIONS

Applicable regulations require that part of the information or communications we send to you be in writing. By using this website, you agree that most of such communications with us will be electronic. We will contact you via email or provide you with information by posting notices on this website. For contractual purposes, you consent to use of electronic means of communication and acknowledge that all contracts, notices, information, and other communications sent to you electronically fulfill the legal requirement of being in writing. This condition does not affect your legal rights.

22. NOTIFICATIONS

Notifications that you send to us should be sent via email to contact.co@massimodutti.com, through the chat accessible on the website, or through our official social media accounts. In accordance with Clause 20 above, unless stated otherwise, we will send communications to the email address provided by you.

Notifications will be deemed received and properly made at the moment they are posted on our website, or 24 hours after an email is sent. To prove that a notification has been made, it will be sufficient to demonstrate that the email was sent to the specified email address of the recipient.

23. TRANSFER OF RIGHTS AND OBLIGATIONS

The contract is binding on you and us, as well as on our respective successors, assigns, and legal representatives. You may not transfer, assign, encumber, or otherwise transfer a contract or any of the rights or obligations arising from it, without obtaining our prior written consent.

We may transfer, assign, encumber, subcontract, or otherwise transfer a contract or any of the rights or obligations arising from it, at any time during its term. To avoid any doubt, such transfers, assignments, encumbrances, or other transfers shall not affect any rights that you, as a consumer, may have under applicable law, nor shall they invalidate, reduce, or otherwise limit any warranties, whether express or implied, that we may have provided to you.

24. EVENTS BEYOND OUR CONTROL

We shall not be liable for any failure or delay in the performance of any obligations when such failure or delay is due to events that are beyond our reasonable control, including force majeure events, fortuitous events, or events attributable to third parties ("Force Majeure Event").

Force Majeure Events shall include any act, event, omission, or accident that is beyond our reasonable control, including but not limited to the following:

a. Strikes, lockouts, or other industrial actions.

b. Civil unrest, riot, invasion, terrorist attack, war (declared or not), or threat or preparation for war.

c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or any other natural disaster.

d. Inability to use trains, ships, aircraft, motor transport, or other means of public or private transportation.

e. Inability to use public or private telecommunications systems.

f. Acts, decrees, legislation, regulations, or restrictions of any government or public authority.

The obligations shall be suspended during the period in which the Force Majeure Event continues, and we shall have an extension of time to fulfill such obligations for a period equal to the duration of theForce Majeure Event. We shall make all reasonable efforts to bring the Force Majeure Event to an end or to find a solution that allows us to fulfill our obligations despite the Force Majeure Event.

25. WAIVER

The failure on our part to require strict compliance by you with any of the obligations assumed by you under the contract or these Conditions, or the failure on our part to exercise any rights or actions that may correspond to us under said contract or the Conditions, shall not constitute a waiver or limitation with respect to such rights or actions, nor shall it release you from fulfilling such obligations.

No waiver by us of a specific right or action shall constitute a waiver of other rights or actions arising from a contract or the Conditions. No waiver by us of any provision of these Conditions or any rights or actions arising from a contract shall be effective unless it is expressly stated to be a waiver and is formalized and communicated to you in writing in accordance with the provisions of the Notifications section above.

26. PARTIAL NULLITY

If any of these Conditions or any provision of a contract is declared null and void by a final decision of a competent authority, the remaining terms and conditions shall remain in effect, unaffected by such declaration of nullity.

27. COMPLETE AGREEMENT

These Conditions and any document expressly referred to in them constitute the entire agreement between you and us with respect to the subject matter thereof and replace any other prior agreement, understanding, or promise agreed between you and us, whether orally or in writing.

We both acknowledge that, in entering into a contract, neither party has relied on any statement or promise made by the other party or implied from any statement or writing in the negotiations between both parties prior to such contract, except as expressly stated in these Terms and Conditions.

Neither you nor we shall have any remedy in respect of any untrue statement made by the other party, whether orally or in writing, prior to the date of a contract (unless such untrue statement was made fraudulently) and the only remedy available to the other party shall be for breach of contract as provided in these Conditions.

28. OUR RIGHT TO MODIFY THESE TERMS AND CONDITIONS

We reserve the right to modify the Terms and Conditions. We will keep you informed of any substantial changes made to them. The modifications will not have retroactive effect and, except for possible exceptions in specific cases, will be applicable 30 days after the date of their publication in the corresponding notice.

If you do not agree with the modifications made, we recommend that you refrain from using our website.

29. APPLICABLE LEGISLATION AND JURISDICTION

The use of our website and contracts to purchase products on it shall be governed by Colombian law. Any dispute that arises or is related to the use of the website or these contracts shall be subject to the exclusive jurisdiction of the courts of the Republic of Colombia.

If you are entering into the contract asa consumer, this clauseshall not affect therights applicable to

you under current legislation.

30. COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are welcomed. Please send us such comments, suggestions, and inquiries through our contact channels or to the postal address indicated in clause 2 of these Conditions.

Your complaints and claims to our customer service will be addressed as quickly as possible and, in any case, within the legally established period of 15 business days from their receipt. Additionally, they will be registered with an identifying code that will be provided to you, allowing you to track their progress.

31. CONTACT

Please note that the email address contact.co@massimodutti.com is provided for the purpose of easy and direct access to the identifying information of TENDENZA NOVA S.A.S. as the commercial entity for the goods, as well as for you to submit any complaints or claims you deem appropriate. For legal notifications, they must be exclusively directed to the email address: notificaciones@texmoda.com.co

For sending comments, suggestions, inquiries, or any other matter not mentioned above, you can use our regular contact channels, which include the chat available on the website and the email address contact.co@massimodutti.com.

For more information, please refer to the "Contact" section of the website.

25/04/2025

Withdraw form template.

(Only fill in and send this form if you wish to withdraw the contract)

Sent to Tendenza Nova S.A.S operating under the MASSIMO DUTTI brand name, with registered address at Bodega Guadalete Vereda Fusca Autopista Norte Kilometro 21 Chía, Cundinamarca and email contact.co@massimodutti.com.

I hereby inform you that I cancel my sales contract for the following

item:Ordered/received (*):

Customer name:

Customer address:

Customer signature (only if this form is in paper format)

Date:(*) Cross out any that do not apply

Payment Reversal Request Form

To the attention of TENDENZA NOVA S.A.S, operating under the commercial name Massimo Dutti, located at Bodega Guadalete Vereda Fusca Autopista Norte Kilometer 21, Chía, Cundinamarca, and with the email address contact.co@massimodutti.com:

I hereby request a payment reversal in accordance with Article 51 of Law 1480 of 2011 and Decree 1074 of 2015, based on the following information:

Name of the holder of the payment instrument:

Purchase date:

Payment method:

Product information for which the payment was made:

Account type: _____ No.: _____

Debit Card ( ) Credit Card ( ) PSE ( )

Amount for which the reversal is requested: _____

Reason for the request:

Fraud ( ) Unauthorized transaction ( ) Product not received ( )

Product does not match the order or is defective ( )

Reasons supporting your request:

Is the item in the same condition in which it was received (if applicable)? Yes ( ) No ( )

Is the item available for pickup at the original delivery location? Yes ( ) No ( )

Please note that you must also notify the issuer of the electronic payment instrument used for the purchase, through the channels they provide, regarding the claim related to the payment reversal.

TERMS AND CONDITIONS OF THE MASSIMO DUTTI APP AND ITS FUNCTIONALITIES

These Terms and Conditions (hereinafter, the "Terms and Conditions") regulate, specifically and in addition to the Conditions of Use and Purchase for www.massimodutti.com the access and use of the services available on the MASSIMO DUTTI branded App (the "App"), as well as the different functionalities, all of which are accessible through the App, and some of them, independently, through other platforms (the "Functionalities").

Functionalities include: (i) the option of purchasing products through the App whereas these are considered to be Online Store purchases and, therefore, subject to the Conditions of Use and Purchase for www.massimodutti.com; (ii) the option of managing payments for purchases made in the physical MASSIMO DUTTI stores (hereinafter, and depending on the corresponding reference, the "Physical Store" or the "Physical Stores"), through a virtual wallet (hereinafter "Wallet"); (iii) the management of receipts for purchases made in MASSIMO DUTTI's online stores (hereinafter, the "Online Store") and when requested, receipts for purchases made in the Physical Stores, and that both are operated in Colombia by the company TENDENZA NOVA S.A.S., with its registered office at Bodega Guadalete Vereda Fusca Kilometro 21 Chía, Cundinamarca; (iv) as well as the option of obtaining the electronic receipt or electronic proof of purchase (the "Electronic Receipt"), by previously selecting the "Electronic Receipt" option in the App, and showing the identifying QR code (the "QR ID") in MASSIMO DUTTI physical stores. For each transaction, you can choose to receive the Electronic Receipt instead of the paper receipt.

1. OVERVIEW OF FUNCTIONALITIES

1.1. Purchase of products on www.massimodutti.com via the APP

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

1.2. Wallet Feature

The Wallet feature provides the following functions:

i. Access to electronic receipts related to your purchases in Physical Stores in cases where you initiate the payment using Wallet or have requested or generated these as indicated in sections 1.4 and 1.5. You will also have access to e-receipts from the Online Store;

ii. Management of payment cards and gift cards: enable cards that will be used for payment to be added for payments initiated using Wallet in Physical Stores. If you already have cards saved via the quick purchase option in the online store, these will be automatically available to facilitate their activation as a payment card via Wallet.

By adding new card details, you authorize us to check the validity of your payment cards and gift cards, the details of which you wish to store, and which might include a charge being made to your card through the micropayment security system.

The amount of this micropayment will be refunded within a maximum period of one month from the transaction date. In addition to managing the cards themselves, depending on the security mechanisms enabled on the device on which the App is being used, Wallet may ask you to generate a password to be associated with these.

iii. Initiating payments through Wallet: to manage payments with Wallet in Physical Stores authorized for this purpose, you must follow the instructions provided by the staff in the relevant store.

In any case, bear in mind that to initiate a payment through Wallet you must present the QR code generated by the App so the staff can check it and scan it using the technology in the till area of the Physical Store.

Depending on the security mechanisms activated on the device on which you are using the App, Wallet may request that you enter the Wallet Password to generate a QR
code that will allow you to manage the payment.

The items are delivered when you authorize the initiation of the payment to purchase these items by presenting the QR ID to the staff at the store and this code being read by the technical equipment installed in the checkout area of the Physical Store.

The purchase for which you initiate payment through Wallet shall be governed in all cases by the purchase conditions for the relevant Physical Store. For this reason, any complaint relating to the contract between you and the corresponding Physical Store should be addressed to TENDENZA NOVA S.A.S. franchisee of MASSIMO DUTTI in Colombia (contact details e-mail contact.co@massimodutti.com), or if applicable, for instance, in case of purchases made in physical stores in other countries in other countries, it shall be directed to the applicable company. Wallet is a free service.

However, your card issuer may charge commission for payments made through this method. Check the terms and conditions with the card issuer for more information. Furthermore, your telecommunications service operator may charge for using the telecommunications network through which you access Wallet.

Check the terms and conditions with your network provider for more information. Wallet may only be used to initiate payments in the establishments indicated. The use of Wallet for other purposes is strictly prohibited.

We therefore reserve the right to delete a user and, to that effect, cancel their account and demand liability of the user who has carried out wrongful or fraudulent use of the service, or who does not comply with the regulations and procedures contained in these Wallet Terms and Conditions and/or other legal texts applicable to Wallet, the App and/or the Service.

1.3 Personal identification as a MASSIMO DUTTI user, showing the QR ID.

The QR ID will be valid for identifying the customer within the Physical Store, thus simplifying the procedure, and enabling a better shopping experience. The QR ID will, in turn, enable the user to participate in promotional actions and obtain other advantages, subject to the corresponding terms and conditions applicable in each case.

1.4. Obtaining Electronic Receipts for purchases made in Physical Stores

If you are a registered user, but do not wish to register a payment card (specific to the Wallet functionality), a unique and identifying QR code, referred to in this text as QR ID, will automatically appear in the App. This QR ID, which can also be accessed through other platforms, and not exclusively through the App, can be used to request and receive the Electronic Receipt and electronic payment receipts in the App, as just one example of its functionalities. To make use of this functionality, you will have to activate the "Electronic Receipt" option in the App, and show the QR ID, and the Receipt will be automatically sent to the App.

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

In this instance, you will not be issued a paper receipt. Therefore, it is essential that you understand that, by using this QR ID through activating the corresponding option, you expressly request that an electronic receipt or proof of purchase is issued in digital format,. In any case, you may request a paper receipt whenever you consider this necessary.

It is important to mention that the Electronic Receipt is not equivalent to an electronic invoice, and therefore does not have the legal implications of such document. The Electronic Receipt is an alternative document to obtain the purchase information.

In any event, the regulations governing electronic receipts or any other applicable regulation, to which these Terms and Conditions are subject, will always be preferably applied.

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

1.5. "Scanning" of receipts:

A digital copy of a paper receipt can be generated by scanning a QR code printed on the receipt. From this moment on, you may carry out returns at Physical Stores using said receipt, in compliance with the applicable terms and conditions, according to MASSIMO DUTTI's commercial policy and, in any event, in accordance with current legislation.

AVAILABILITY OF THE APP'S SERVICES AND FUNCTIONALITIES

Subject to applicable law, we reserve the right to modify, suspend or remove, at any time, at our sole discretion and without notice, either generally or in particular for one or more users, the availability/accessibility of the App or any or all of the Functionalities, and to modify, suspend or remove, on the same terms, the availability of the App and/or all or part of the Functionalities.

2. LIABILITY

Except in those cases where the exclusion of liability is legally limited, we are not liable for damages that may arise for you because of using the App/the various Functionalities.

You agree to only use the App / the Functionalities for the purposes for which it was designed and therefore not to make any improper or fraudulent use, with you being liable to the Company or any third party for any damages that may arise from improper use of the App / the Functionalities.

You will be liable in the following cases:

- where your equipment or terminals associated with the App, SIM cards, email addresses and/or any of the Passwords are used by a third party authorized by you without our knowledge.

Where errors or failures occur while you are using the App / the Functionalities because of a malfunction of your hardware, software, devices or terminals or failure to implement the necessary security mechanisms on the device on which the App / the Functionalities are being used.

4. INTELLECTUAL, INDUSTRIAL AND OTHER PROPERTY RIGHTS OVER THE APP AND ITS FUNCTIONALITIES.

Any elements that are part of, or included in, the App/Wallet/other Features are owned or controlled by the Company or by third parties who have authorized their use. All the foregoing is hereinafter referred to as the “Property”.

The user undertakes not to withdraw, suppress, alter, manipulate or make any modifications to:

- Notes, legends, indications or symbols that either the Company or legitimate title holders of the rights incorporate into their property in terms of intellectual or industrial property (such as for example, copyright, ©, ® y ™, etc.).

Technical protection or identification devices that may contain the Property (such as, for example, watermarks, digital prints, etc.). The user acknowledges that, by virtue of these Terms and Conditions, the Company neither grants nor transfers to the user any rights whatsoever in respect of its Property or the property of any third party.

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

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

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

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

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

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

- does not comply with the terms and conditions specified herein;

infringes or violates the intellectual or industrial property rights or other similar rights of the Company or of any other legitimate third-party title holder; or infringes any applicable regulation.