TERMS AND CONDITIONS OF USE

1. General

1.1. The website: www.massimodutti.com/il (hereinafter: the "**Website**") is an online trading website that enables online purchase of products from the Massimo Dutti fashion brand (hereinafter: the "**Products**"), in Israel.

1.2. Gottex Mutagim, a registered partnership under the registration number 540212594, of 1 Yonathan Netanyahu St., Or Yehuda (hereinafter: the "**Company**") is the entity authorized by ITX Merken BV, whose registered address is Nieuwezijds Voorburgwal 307, 1012, Amsterdam, The Netherlands (hereinafter: "**ITX)**, to offer, distribute and sell via the Website,

1.3. Gottex Fashion Ltd., Comp. Reg. No. 513367912 of 1 Yonathan Netanyahu St., Or Yehuda, is the importer of all the Products offered for sale on the Website.

1.4. For any question or clarification regarding the Website and/or the sale of the Products through the Website, you can contact the Company's Customer Service via e-mail: contact.il@massimodutti.com for online Customer service, and/or by the website chat function Sundays through Thursdays between 09:00 – 17:00..

1.5. These Terms and Conditions of Use apply to both men and women, and its use of the masculine form is for convenience only.

1.6. The chapter headings have been inserted strictly for convenience and user orientation, and will not be used in the interpretation of these Terms and Conditions of Use.

1.7. These Terms and Conditions of Use, jointly with the Privacy and Cookies Policies and the App Terms (hereinafter, jointly: "**Terms of Use**"), constitutes the basis for any use of the Website in any of its configurations, including as an App, including via any computer or other device (including cellular phone, tablet, PDA, etc.), and it exclusively regulates the legal relations between the Company and the web-surfer, viewer and/or user of the Website and/or the information contained herein and/or any component and/or function of the Website, directly or indirectly (hereinafter: the "**User**" or the "**Customer**").

1.8. Any use of the Website, including perusing and browsing it, as well as any action therein, including any purchase made on it, constitutes the User's approval and consent to the provisions of these Terms of Use. All Website Users, by the very fact of using it, represent and certify that they have read the provisions of the Terms of Use, and that same are accepted by the User, and that he is entitled, under any law and under any authorisation or consent required by law, to use the Website.

1.9. The Company reserves the right to change the Terms of Use from time to time, at its sole discretion, without any need to give any warning and/or prior notice. Please be sure to read the Terms of Use carefully.

1.10. Use of the information and personal details and information provided by the User on the Website will be in accordance with the Website's Privacy and Cookies Policies. The use of the Website constitutes User's consent, to make use in such information and details in the terms detailed in

the Privacy and Cookies Policies, and a User's representation that all the information and details provided by him are correct and accurate and that they were provided of his own free will.

1.11. The Website is offered to the public as it is ("**As Is**"). Although the Company acts in order to ensure that the content displayed on the Website is complete and accurate, it may contain inaccuracies and/or errors made in good faith. The Company is not responsible or liable, and will not bear any liability arising therefrom or in connection therewith.

1.12. The Company and/or anyone acting on its behalf, are not responsible and/or liable, and will not be responsible and/or liable for, and shall not bear, any direct, indirect, consequential, or special damages and/or loss and/or deficiency (hereinafter: "**Any Damages**") caused to a User and/or to any third party as a result of using the Website or making any purchase therefrom, including not in accordance with these terms of Use – be the cause of action whatever it may be. Without derogating from the generality of the aforesaid , the Company will not be liable for Any Damages that may be caused to a User and/or to any third party as a result of any purchase made on the Website and/or any inability to make a purchase on the Website, and which will be caused as a result of any act and/or omission and/or negligence committed by the Customer and/or any third party, including a purchase made by means of a credit card without the consent of its owner, any purchase executed by a person who is not legally competent to use the Website and/or to make a purchase on the Website, a purchase made on the Website by any third party who enters the Website and/or uses the User's password and/or data, and causes damages, etc. In any event, the Company will not be liable and the Company will not bear any liability, the cost, expense, or payment with respect to which exceeds the value of the purchased Product, as well as for any damages which are not direct damages. The Company is not responsible and liable for any use of a Product by a Customer and/or any other third party that is not in accordance with the manufacturer's and/or the Company's instructions.

1.13. The Company may block a User or deny him access to the Website, temporarily or permanently, if, at the sole discretion of the Company, he acted or attempted to operate with the Website, or in connection with it, in violation of any law and/or the provisions set forth herein and/or in a manner that could in any way harm the Company and/or the brand and/or the Website.

1.14. The Company's records, including electronic records, regarding the actions performed on the Website, and including details entered by the User, will constitute conclusive evidence of the correctness of the actions.

2. <u>The Products, their Prices, and the Manner for Ordering and Purchasing on the Website</u>

2.1. Purchase on the Website is for private consumption only, and the Website may not be used for wholesale purchase, or for resale.

2.2. The Products mix displayed on the Website and offered for sale is subject to the discretion of the Company, which may update the Products, replace them, cease to offer them, remove Products that are out of stock, add or remove sizes and/or colours etc., and all in their sole discretion.

2.3. All prices on the Website are listed on or next to the Products and are denominated in New Israeli Shekels (NIS). The prices include VAT, and do not include shipping costs.

2.4. The Company may from time to time update, and in practice does update, the prices of the Products on the Website, and the shipping rates, without being required to give advance notice thereof. The binding price is the price that was given to the Customer at the time the order was completed.

2.5. The Company may conduct promotions and/or offer discounts or any other benefit on the Website, on such terms and conditions as determined by it at its sole discretion. The Company is entitled to terminate any such discount, benefit, or sale effective immediate, and without prior notice. Generally, double discounts / benefits will not be allowed on items sold on the Website (unless stated otherwise).

2.6. The Company works and endeavours to ensure that the Products' images displayed on the Website reflect the Products as accurately as possible. The forgoing notwithstanding, it is hereby clarified, that the pictures of the Products offered for sale on the Website are for illustration purposes only, and that there may be differences between the Products, their characteristics, or their specifications – as seen in the picture on the Website, and the actual Products.

2.7. Only Users who own and/or have an active e-mail on the Internet, and which the User provided during the registration process on the Website and/or during the process of ordering a Product, may purchase products on the Website. The User declares that upon providing his e-mail address, he consents to the delivery and receipt of notices from the Company, including in connection with the execution of an order, in accordance with the details provided by him.

2.8. When registering on the Website, or at the time of placing the order, the User is presented with an option to register for an official Massimo Dutti newsletter mailing list via the Website, which includes, *inter alia*, consent to receive advertising materials, benefits, offers, discounts, and other updates regarding the Products. A Customer who does not wish to register, or wants to be removed from the newsletter mailing list after registering, can do so by clicking on the applicable link at the bottom of the mail sent to him, via an appropriate application to the email address: contact.il@massimodutti.com that appears at the bottom of the mail sent to him, through the "Newsletter" section of the Website, or in writing to the Company's customer service department.

2.9. Informative notices sent by the Company, including through ITX, and/or third parties, such as the courier / shipping company, which involve and/or related to the sale and/or supply of Products ordered by the Customer, including via email and/or SMS, and which are connected to the series of action required from the commencement of the ordering process and through to delivery of the Products actually purchased to the Customer, including the receipt of an order, its inspection, its approval, its verification, a reminder of its completion, the dispatch of the Products and their delivery to the Customer – do not constitute an "advertising message" and/or an "advertisement" in any way, and the User hereby consents to delivery and acceptance of such notices.

2.10. The purchase of Products on the Website will be made possible only to a User who has expressed his consent, in a computerised, explicit, and positive manner, in the place and manner he is required to do so, to receive computerised documents from the Company prior to receipt of the first computerised document, and as long as he has not rescinded his aforementioned consent.

2.11. Purchase of Products on the Website will be possible for Customers who had completed the necessary registration actions on the Website, by filling out the required details on the corresponding page appearing on the Website.

2.12. Purchase and payment on the Website are possible only with a credit card, a gift card for the purchase of Products, issued and purchased only in one of the Chain Stores as of 13.8.2024 (hereinafter: the "**Gift Card**"), for which the "MassimoDutti Gift Card Terms and Condition Of Use" will apply, or with an electronic credit voucher, though the use of Express Checkout will be available for credit cards only.

2.13. A Customer who wishes to order and purchase Products through the Website will mark the said Products requested for purchase by him. At the end of the process of selecting the Products, the Products will be added to the Customer's shopping basket and the order processing and payment process will begin, in which the User will submit and complete the required details, including the credit card details with which payment will be made.

2.14. Express Checkout

Subject to the availability of this feature on the Website, a User who wishes that the payment information (shipping, billing, and credit card information) he uses at the time of a purchase will be used automatically also for his subsequent future purchases on the Website, may use the express checkout feature (hereinafter "**Express Checkout**") available in the "Shopping Bag" section.

The use of Express Checkout will be available only to a User who has positively expressed his explicit consent in the applicable checkbox, to have his relevant information saved for future purchases on the Website in accordance with the Terms of Use, including the Privacy Policy.

For the avoidance of doubt, the use of and/or the purchase through Express Checkout is subject to all other provisions of the Terms of Use, including those related to means of payment and the use of credit card.

2.15. It is the User's duty and responsibility to ensure that all required details are provided, in a complete, accurate, and up-to-date manner. The Company is not responsible for provision of incorrect details and any mishaps that occur as a result. If the Products are returned to the Company due to erroneous details, the Customer will be charged for the shipping and handling fees.

2.16. The provision of false information or the use of credit card details contrary to law, constitutes a criminal offense and the person who does so could be exposed to legal, criminal or civil, proceedings. The Company reserves the right to cancel an order in any case of submitting false, partial, or inaccurate information.

2.17. At the end of the process of preparing the order and filling out the required details as aforementioned, and the confirmation of the order by the Customer – the Company will make inquiries concerning the credit card details, with the credit card company, as part of which the credit card company's advance authorisation to charge the credit card that was provided will be

sought – i.e., the credit card company will ensure and maintain a sufficient credit line available for the Customer's use, for the purpose of completing the order made by the Customer.

2.18. After the credit card company's confirmation, if granted, the User will be sent an email, acknowledging the Customer's order details. This notice does not constitute confirmation, and does not bind the Company to supply the Products that are the subject of the order, but rather, only acknowledges that the order particulars have been received by the Company, and that the credit card company has allocated an appropriate credit line in the Customer's account to purchase the Products that are the subject of the order.

2.19. If it transpires that the credit card details provided by the Customer are incorrect, or not complete, the Customer will not be able to complete its order and an applicable notification will be displayed on the screen. If Customer's credit card is not valid, or that the credit card company does not honour and confirm the transaction, the Company and/or its representatives will inform the Customer of the credit card company's refusal of said transaction, by means of a screen reporting this issue or by other means. In case of communication and/or transmission problem that does not enable the proper transmission of the credit card details, subject to the provisions of these Terms of Use, the Customer's order will be kept in the system for 24 hours from the date of refusal, as a service gesture, an email will be sent to the customer in order to enable him to complete the transaction, that was the subject of the refusal, under the terms of these Terms of Use.

2.20. The transaction of purchase will be approved by the Company subject to the availability of the ordered Product in stock. It is clarified, that there may be situations in which although a particular Product is presented on the Website as available for purchase and/or the Customer was debited for said Product – in practice it might not be in stock or cannot be supplied – and in such circumstances, the Product order will not be approved or it will be cancelled, as the case may be, the Customer will be notified of this, and the Customer will not be charged for a Product that is missing as aforementioned (and if any amount was paid, it will be refunded).

2.21. Upon completion of the purchase process, as stated above, confirmation of the completion of the purchase will be sent to the Customer's e-mail, and a tax invoice / receipt containing, among others, the details of the transaction, as required by law, will be provided to the Customer (hereinafter: the "**Transaction Details Document**").

2.22. In the event that the confirmation notice of completion of the purchase transaction and/or the Transaction Details Document has not been delivered and/or received by the Customer as stated above, for any reason whatsoever, the Customer will act without delay to inform the Company thereof.

3. Cancellation of a Transaction and Product Return Policy

The provisions of this Clause are subject to the Consumer Protection Act 5741-1981 (hereinafter: the "**Act**" or the "**Law**").

3.1. The right to cancel a transaction is only available to the Customer who made the purchase (even if the Customer ordered the Product for another person and/or another person is the recipient of the shipment).

3.2. Only a Customer who has executed a transaction to purchase a Product through the Website will be entitled to cancel the transaction, from the date the transaction is made, and up to 30 (thirty) days from the date of receipt of the Product or from the date of receiving the Transaction Details Document, whichever is later. This does not apply to Products that were not sold by the Company to the Customer via the Website.

3.3. A person with disabilities, a veteran citizen, and a new immigrant (as defined in the Act) who executed a transaction on the Website, will be entitled to cancel the transaction within four months from the date the transaction is made, from the date of receipt of the Product, or from the date of receiving the Transaction Details Document, whichever is later, provided however that the execution of the transaction included a conversation between such customer and the Company, including via electronic communications. The Company will be entitled to ask the Customer for a certificate, as specified in the Act, which proves that he is a person with disabilities, a veteran citizen, or a new immigrant, as applicable.

3.4. Notwithstanding the aforesaid, a transaction may not be cancelled in the cases specified in the Law including the purchase of perishable Products ; Products manufactured especially for the Customer following the transaction; or Products that can be recorded, copied or reproduced, that the Customer has opened their original packaging.

3.5. A Customer who has the right to cancel a transaction according to the Act, will be able to do so by providing a notice of cancellation to the Company in any of the following manners, and in accordance with the methods of communication set forth below (hereinafter: a "**Cancellation Notice**"):

- Orally – through one of the Massimo Dutti chain stores in Israel as shall be from time to time, which you can locate on the Website under "Store Locator"(hereinafter: the "**Chain Stores**").
- By registered mail to the Company at: 1 Yonatan Netanyahu, Or Yehuda, Israel, zip code 60200;
- By e-mail to contact.il@massimodutti.com;
- By facsimile to the following number: 03-6340077;
- Using the designated link displayed on the Website;

3.6. The Cancellation Notice must include the Customer's name and ID number. Upon delivery of an oral Cancellation Notice, as mentioned above, the Customer will indicate its mobile number as well as the order number. In addition, specifying the Customer's mobile phone number and attaching an invoice / receipt to identify the transaction and its amount –though not mandatory – may help the Company to locate the relevant transaction.

3.7. In the event that the Customer receives the Product that is the subject of cancellation of the transaction, the Customer will return the Product by one of the following methods:

3.7.1. **In one of the Chain Stores.**

3.7.2. **Collection by courier** – without derogating from the terms of Section 3.8 below, at the Customer's election, to coordinate via the Website, the product collection via an external courier agency, at a cost of shipping fee as detailed on the Website during each return

request, to an address chosen by the Customer*. The Company may update, and in fact updates, from time to time, the shipping fee, without being required to give advance notice. The binding shipping fee is the price given to the Customer during the ordering process.

By coordinating a collection by courier in additional cost as aforesaid, the Customer confirms and agrees to pay the cost of returning a product by courier by way of offset (deduction) from the refund to which the Customer is entitled for cancellation of the transaction and which shall be received to the credit card with which the transaction was made.

Customer requesting to return Products, which are the subject matter of a cancellation of a transaction, by means of a courier, will attach to the shipment the shipping certificate, that was attached to the order delivered to him, marked with the product/s returned by the Customer. Products purchased by various orders shall be packed with its applicable shipping certificate and marked separately, respectively.

*Address selection is conditioned on it being in Israel (except in areas where access is limited or remote), subject to the policy of the said courier company, as updated from time to time.

3.8. Cancellation of a transaction will be possible provided that the Product is returned by the Customer to the Company in accordance with the law, undamaged and unused, subject to the applicable law. It is not possible to cancel a transaction in respect of a Product for which the law prescribes that it is excluded from the type of products the transactions to purchase which can be cancelled.

3.9. In the event of a cancellation of a transaction due to a defect in the Product, or a discrepancy between the Product and the details given to the Customer regarding the Product, or due to failure to supply the product at the time prescribed therefore, or any other breach of the terms and conditions of the Contract by the Company (hereinafter: an "**Incompatibility**") – if the Customer has received the Product that is the subject of the transaction – he shall make it available to the Company at the place where the Product that is the subject of the Cancellation Notice, was delivered, and shall notify the Company accordingly.

3.10. In the event of cancellation due to Incompatibility as abovementioned, the Company will refund, within 14 days from the date of receiving the Cancellation Notice, such portion of the transaction price paid by the Customer for the defective Product, or pertaining to which there was an Incompatibility, will cancel the charge on account of the transaction, will deliver a copy of the charge cancellation notice, and will not charge the Customer any cancellation fees.

3.11. In the event of cancellation otherwise than due to Incompatibility, the Company will return such portion of the transaction price paid by the consumer within 14 days from the day of receipt of the Cancellation Notice, will cancel the charge due to the transaction and will provide a copy of the charge cancellation notice.

3.12. Any refund given by the Company for cancelling a transaction will only be transferred to the credit card with which the cancelled transaction was originally executed, and in accordance with the credit card company's timeline.

3.13. In the event of cancellation of a transaction executed for a discount / with any benefit, the amount refunded to the Customer will be the amount actually paid after the discount / benefit.

3.14. The Customer's right to cancel a transaction does not derogate from the Company's right to claim for damages in the event of cancellation of a transaction and/or return of Products, if the Company discovers that their value has decreased, including as a result of deterioration or change in their condition at the time they were in the Customer's possession.

3.15. For the avoidance of doubt, it is hereby clarified, that the policy of replacing Products at the Chain Stores does not apply to Products purchased on the Website.

3.16. Cancellation and return of a "Gift Card" can only be done in the Chain stores, subject to MassimoDutti Gift Card Terms and Condition Of Use.

4. <u>Cancelation by the Company</u>

The Company reserves the right to terminate, at any time, and in its sole discretion, the activity on the Website and/or cancel, in whole or in part, a purchase transaction executed by the Customer and/or to not approve, in whole or in part, a Customer's order, including, but not limited to, in any one of the following instances:

4.1. If the Customer's credit card details and/or full details are not received or recorded by the system.

4.2. In any event in which a violation was committed, or an action was taken, in contravention of these Terms of Use or the other terms of use of the Website, as well as in any event that the Customer committed an act perceived as illegal and/or violated the provisions of law.

4.3. If it transpires that the Customer provided, at the time of the purchase transaction and/or subsequently, incorrect details.

4.4. Due to an act or omission by the Customer that may or could be causing damage to the Company and/or anyone acting on its behalf and/or the proper operation of the Website and/or any other third party.

4.5. If the Company is concerned that the consideration for the purchase will not be received and/or the credit card in the Customer's possession has been blocked and/or restricted from use in any way and/or if the transaction was not authorised by the credit card company.

4.6. If the Customer has a financial debt to the Company or its affiliated companies, and the debt is not settled despite the fact that the date for its payment has passed.

4.7. In the event that the Customer requested, either as part of his order or thereafter, to collect the Product from one of the Chain Stores , and failed to arrive to collect the Product within 15 days from the date on which the Product was delivered to the relevant store.

4.8. If the Product is out of stock, after or before the sale was executed (but not yet shipped to the Customer). If the order is cancelled as aforementioned, the Company will not be responsible or liable, and will not bear any damages caused to the Customer and/or to any third party, including

but not limited to damage in respect of the purchase of the Product from a third party for a higher price.

4.9. In the event that there is a concern that the purchase is carried out as part of a wholesale purchase and/or for the purpose of resale by the Customer or anyone acting on his behalf.

4.10. In any case where, due to "force majeure", the Company is unable to properly manage the Website, to provide the Customer with the Products and/or to meet its other obligations. In this Clause "force majeure" means: Including computer malfunctions, malfunctions in the telephone system or in other communications systems, any sabotage or security incident. In such circumstances, the Company may cancel the transaction or offer the Customer an equivalent replacement item, in its discretion and in accordance with the circumstances of said cancellation. If the transaction is cancelled as aforementioned, the Company will not be liable and shall not bear, in any event, any direct, indirect, consequential, or special damage caused to the Customer or any third party, including but not limited to damages on account of purchase of the product and/or service from a third party for a higher price.

4.11. In the event of any error and/or technical malfunction during the process of offering the Product for sale on the Website, including a mistake in the price, description and/or the shipment details.

4.12. In any event of a failure in the supply chain preventing and/or disturbing the shipment of the Product on time or at all.

5. Product Supply and Shipment

5.1. The Products purchased by the User via the Website will be supplied in one of the following ways:

- **Delivery to the Customer's address** - Product prices do not include shipping fees. The Products will be supplied through an external courier company to the Customer's address (as entered by the Customer, provided that it is in Israel) within the time frame as detailed on the Website during the ordering process and according to the shipping preferences chosen by the Customer, subject to the Customer's availability as notified to the courier company, and subject to the courier company's policy, as updated from time to time;

  The cost of a delivery to home: as detailed on the Website during the ordering process . The Company may update, and in fact update, from time to time, the shipping fee, without being required to give advance notice. The binding shipping fee is the price given to the Customer during the ordering process.

- **Self-pickup from one of the Chain Stores** – the Products will be sent to one of the Chain Stores , and the User will be able to choose the branch, from amongst said Chain Stores, for no shipping fee.

  The order will arrive at the selected store within the time frame as detailed on the Website during the ordering process and according to the shipping preferences chosen by the Customer An e-mail message will be sent to the Customer when the package arrives at the store.

The collection of the Product at one of the Pickup Stores as aforesaid is conditioned by the presentation of an ID Card and electronic confirmation (E-Ticket) received by the Customer in an e-mail message. The Company, or/and anyone on its behalf, shall be entitle to condition the delivery to the Customer by any additional means of identification, at its' own discretion.

Products ordered for pickup from one of the Chain Stores will be held by the applicable store up to 15 days from the date of supply, as stipulated at the order, free of charge. Subsequently, if the Products are not collected by the Customer, the order will be cancelled by the Company, and the Company will be entitled, at its sole discretion, to make any use of such Product.

- **Self-pickup from a "Dropping Box" or from a "Dropping Point**" – Product prices do not include shipping fees. subject to availability of this service, the products will be delivered via external courier agency to one of the Drop Boxes or to one of the Dropping Points, as shall be available at the time of placing the order, at Customer's choice, subject to the availability of the selected Drop Boxe/ Dropping Point, within the time frame as detailed on the Website during the ordering process and according to the shipping preferences chosen by the Customer, subject to the policy of the said courier company, as shall be updated from time to time; in case the selected Drop Boxe/ Dropping Point is not available, the products will be delivered to another Drop Boxe/ Dropping Point as close as possible to the one chosen.

  Cost of delivery to a Drop Box or to a Dropping Point as detailed on the Website during the ordering process. The Company may update, and in fact updates, from time to time, the shipping fee, without being required to give advance notice. The binding shipping fee is the price given to the Customer during the ordering process.When the value of the purchase exceeds the sum of 399 NIS, the shipment will be free of charge.

  Orders which has not been collected from the Drop Box by the Customer within 48 hours , and Orders which has not been collected by the Customer from the Dropping Point within 14 calendar days, from the day an applicable notification of delivery was provided, will be returned by the courier agency to the Company, the order will be cancelled by Company, and the Company, at its' sole discretion, shall be permitted to do with the Products any use.

Notwithstanding the aforesaid in this section 5.15~~.1~~, in special circumstances, including without derogation season sales and special dates, etc., delivery times may be extended.

The Company reserves the right to exclude and/or subtract any of the Chain Stores, at its sole discretion, in special circumstances, including without derogation season sales and special sales, etc.

5.2. The Products' and services delivery times as specified herein include only "business days", i.e., weekdays, Sunday to Thursday, and do not include Fridays and Saturdays, eve of religious holidays and holidays, *Chol Hamoed*; a business day ends at 18:00.

5.3. For the avoidance of doubt, it is hereby clarified, that the number of days for the delivery of the order will begin only on the date of the transaction's approval by the credit card company / the Company's confirmation that it is in stock. If the transaction is not approved by the credit card companies, a notice will be sent to the User on the Website and/or an email will be sent to the

User informing him of same. It is clarified, that in such an event, the order will be deemed not to have been executed from the outset. The Company may bring the supply date forward, subject to the Product's availability in stock at the relevant time, and to the courier company's policy.

5.4. The Company is not responsible for delays by the courier company and in any event will not be responsible or liable for a delay in carrying out the supply of the shipment in circumstances that amount to *force majeure* and/or in other circumstances beyond its control, such as strikes and/or malfunctions, including but without limitation, computer and/or phone and/or email service malfunctions. There may also be delays in delivery due to a failure in the supply chain. There may also be delays in delivery due to a multitude of orders and shipments during special sales days on the Website. Such delays are not the responsibility and/or liability of the Company, and the Customer will have no claim against the Company in this regard. The shipment will be supplied only following completion of the purchase process, i.e., after the order has been received by the Website's system, and provided that the credit card company authorised the transaction, and that the Customer verification message was sent accordingly.

5.5. In addition to the provisions of these Terms of Use, also the courier company regulations and terms, or those of any other body through which the Company performs the shipment, in its sole discretion, will apply to every shipment of a Product through the Website, and shall bind the User.

5.6. If the Customer approves the delivery of the shipment by leaving it near his doorstep, in an electricity cabinet, or in the possession of any third party, etc. – the Company will be exempt from liability for any damage caused to the shipment or the Product, and the responsibility and risk will be transferred to the Customer upon his aforementioned consent.

5.7. It is clarified, that as of the completion of an order, it is impossible to change the manner of delivery.

5.8. If the Customer has ordered the Product to be sent to his home address by courier, from the time the Customer receives an SMS from the shipping company that the Product is in its possession – the Customer shall be able to change the manner of delivery *vis-à-vis* the shipping company.

5.9. The shipping fee will appear at the end of the order process on the Website and before payment is actually processed. The shipping fee will be charged at the time of the order, and is in addition to the price of the Product.

5.10. Shipments will be performed to areas to which the external courier company ordinarily dispatches goods, and subject to the shipping company's policy, including with respect to the undertaking as to the dispatch date.

5.11. In areas of limited access, the Company and/or the courier company will be entitled to provide the shipment to the Customer in a nearby and agreed upon place, with prior coordination. The forgoing notwithstanding, it is the Customer's responsibility to ensure that at the time of placing the order, the package can be sent to the requested address.

5.12. The order will be supplied after the purchase process has been completed, provided that the Customer owns a valid credit card that can be charged and cleared in Israel, and provided that the credit card company that issued it authorised the transaction executed, and subject to the other terms and conditions detailed in these Terms of use above and hereinafter.

5.13. The delivery times listed above do not apply to items that are out of stock. In cases where a Product appearing on the Website is out of stock, and this transpires only after the order is placed, then (i) if the Product out of stock is the only Product requested for order – the order will be cancelled; or (ii) if the order includes several Products, the Product out of stock shall be removed from the order and, respectively, will not be charged and the Customer will be notified accordingly. For the avoidance of doubt, the Company will not be obligated to selling the Product, and the Customer will have no claim and/or demand in this matter in respect of any type of direct and/or indirect damages caused to him and/or to any third party, subject to the Website's management refunding the Customer any sum he paid, if he actually paid the Company and/or will cancel the charge if it was executed.

6. Intellectual Property and Copyright

6.1. It is hereby clarified, that all intellectual property rights in connection with the Website and the Products appearing therein, of any and every kind (whether registered rights or rights that have not yet been registered), including trademarks, patents, copyrights, design marks, methods and trade secrets, the manner of presenting and designing the Website, its database (including lists of Products and services, descriptions of Products and services, designs, illustrations, photographs, images, maps, audio clips, video clips, text, graphics, etc.), the Website's computer code, the domain name where the Website is hosted, and any other detail related to the Website and its operation, are the sole and exclusive property of ITX and/or the Company, as applicable, and use of all the aforementioned rights is exclusively permitted for the Company and/or ITX. If these are intellectual property rights in relation to Products published on the Website by advertisers and/or third parties who have permitted ITX and/or the Company to publish such information and/or rights, such information and rights shall constitute the exclusive property of the advertisers and/or third parties (as applicable) and no use may be made of them without the prior written consent of the ITX and/or Company as applicable (hereinafter: the "**Information**").

6.2. The Information contained on the Website (including trademarks, images, texts, and computer code) or any part thereof, may not be copied, reproduced, published, distributed, transmitted, displayed, performed, and no license may be issued, no derivative work created, and they may not be sold, marketed, or translated, without the prior express written permission of ITX and/or the Company as applicable.

6.3. No commercial or other use of the Information and/or data published on the Website may be made, nor of the Website's database, the Products, pictures, and the list of Products appearing therein, or other details published on the Website, without the prior written consent of ITX and/or the Company as applicable, and no action may be taken that may adversely affect the ITX's and/or Company's proprietary rights, of any kind.

6.4. No information and/or data published on the Website may be used for the purpose of displaying them on any other website or service, without the prior express written consent of ITX and/or

the Company as applicable and subject to the terms and conditions of such consent (if given). Moreover, it is also forbidden to collect data from the Website using software such as crawlers, robots, etc., and/or to distribute such data in a public manner or in any commercial setting. The Website may not be displayed inside a Frame, visible or hidden, and no links may redirect to its inside content ("Deep Links"), but rather only to the home page.

6.5. The Website may not be presented in a different graphic design or interface than the one designed by the ITX and/or Company, other than subject to receiving its prior written consent.

7. Links to Additional Websites and Services

The Website may contain links and/or redirects to websites that are not necessarily operated by the Company. These links are intended solely for User convenience and information, and the Company has no control over these websites. The Company will not be held liable for the linked websites and no link to any website shall be construed an endorsement or support of that website. The inclusion of links to other websites does not imply endorsement of the content of said websites, or of any other connection to such websites or their operators. The Company does not guarantee that the links will work properly, or that these links are directed at the websites to which each electronic pointer claims to link. The Company may, at its sole discretion, remove any link from the Website and/or add additional links.

8. The User's Undertakings

The very use of the Website and the User's activity attest to the User's consent to all the provisions of the Terms of Use, as well as his undertaking to act or refrain from acting, as applicable, as follows:

8.1. The User agrees to all the provisions of the Terms of Use;

8.2. The User undertakes not to upload and/or transmit and/or retrieve and/or distribute and/or publish information or other materials that contain a virus or other software that may damage the Company's computer systems and/or may harm and/or restrict and/or prevent another from using the Website;

8.3. The User undertakes not to upload, retrieve, transmit, distribute, or publish information or other materials that is prohibited for publication or use, because it constitutes a threat, injury, insult, slander, defamation, racism, pornography, or other vulgar expression;

8.4. The User undertakes not to upload, retrieve, broadcast, distribute, or publish information or other materials that may encourage, solicit, motivate, or assist another to perform an act prohibited by law, or which may give rise to legal liability;

8.5. The User undertakes not to upload, retrieve, broadcast, distribute, or publish information or other materials that may infringe another's proprietary rights, including intellectual property rights, rights to protection of privacy and/or any other proprietary rights;

8.6. The User undertakes not to make any commercial use of the Information;

8.7. The User is aware of the Internet's limitations regarding information security online, and absolves and releases the Company from any liability in this regard;

8.8. The User undertakes not to use the Website in a manner that is not compatible with any law and/or is not agreed upon, or which constitutes a forgery, modification, or deletion of information;

8.9. The User undertakes to indemnify and compensate the Company for any direct or indirect damages and/or any expense incurred by the Company in connection with a legal action and/or demand and/or damage arising from the Terms of Use and/or use of the Website.

8.10. The User agrees that without prejudice to any other right available to the Company, in cases in which the Company is concerned that the User's use of the Website is inconsistent with the provisions of the Terms of Use and/or any law, it will be entitled to trace the User's use of the Website, subject to any applicable law, and that it reserves the exclusive right to immediately terminate the User's use of the Website, notwithstanding any other right that the Company has under the law.

9. No Liability

9.1. Without derogating from the aforesaid, the Company will not be liable for any direct, indirect, consequential, or incidental damages due to access to the Website and its use, or due to any denial of access or use of the Website, for any cause whatsoever (including contractual and/or tortious). The Company assumes no responsibility and/or liability for any disruption, error, or omission in the contents of the Website. Use of the Website is done at the User's risk only, and it is clarified that the Company is not responsible for any information and message that will be uploaded by external users, if any are uploaded to the Website.

9.2. The Company is not responsible for any damage, including due to viruses and/or malfunctions and/or various software applications, to the User's computer equipment, or to any other User property, caused by access, surfing, or using the Website, including due to downloading information from the Website.

10. The Law and Jurisdiction

10.1. The Terms Use of the Website, and any legal cause arising out of use of, and/or activity on, the Website, including the validity and interpretation of the Terms of Use , are subject exclusively to Israeli law, and the exclusive jurisdiction in any dispute relating to the Website and its use shall be vested in the competent courts in Tel Aviv.

10.2. If any part of the Terms of Use is held to be invalid or unenforceable, the clauses that have been invalidated or have been held to be unenforceable shall be deemed to be superseded by valid and enforceable clauses, the contents of which are the closest approximation of the intent of the original clauses, and the remaining clauses of the Terms of Use shall remain in effect.

Terms And Conditions Of Use Of 'Massimo Dutti' App Features

These Terms and Conditions of Use of "Brand" App Features (the "App Terms") specifically govern the access to and use of the services and various features available on **'Massimo Dutti**'s App (the "App"). These App Terms are in addition, supplementation and without prejudice to the Terms of Use of https://www.massimodutti.com/il.

All capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Terms of Use.

Features available on the App may include: (i) the option to purchase goods via the App, this being deemed to be a purchase made on the **Massimo Dutti**'s Website (the "Online Store"), and therefore subject to the Terms of Use of www.**MassimoDutti**.com; (ii) the option to manage summaries of purchases or receipts for purchases made on the Online Store and, (iii) the option to receive summary of purchase or an electronic proof of purchase (one of which as the Company will make available at its sole discretion), by showing at **'Massimo Dutti's** Chain Stores the designated exclusive QR code for such purposes.

1. General Description Of The Service

1.1 Purchase of goods on www.MassimoDutti.com via the APP

Customers can purchase products on www**.MassimoDutti**.com via the App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Terms of Use of www.**MassimoDutti**.com, which customers need to accept upon purchasing any product.

1.2 Management of receipts for purchases made on the Online Store

The receipts for purchases made on the Online Store will be stored on the App, specifically in the 'Purchases' section.

1.3 Obtaining an electronic summary of purchase

When paying for a purchase in Chain Stores, you may request, in addition to a printed tax receipt invoice, a summary of your purchase in an electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the summary of your purchase can be automatically sent to the App.

From this moment on, you may make returns at the Chain Stores using the said electronic format and/or the printed tax receipt invoice, under the applicable Terms and Conditions, according to the product return policy of **MassimoDutti** and, in any event, in accordance with the Law.

For the avoidance of doubt, a paper document will be issued and provided to you upon completion of your purchase in the Chain Stores. Therefore, it is paramount that you understand that by using this QR code you expressly request the summary of your purchase in electronic form..

If you choose to de-register as a user, you may request, during the de-registering process, that all summaries of purchases stored in the App be sent by email to an email address provided.

2. Availability Of Services Offered Via The App

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

3. Liability

thout derogating from the Terms of Use, the Company will not be liable for any direct, indirect, consequential, or incidental damages due to access to the App and its use, or due to any denial of access or use of the App, for any cause whatsoever (including contractual and/or tortious). The Company assumes no responsibility and/or liability for any disruption, error, or omission in the contents of the App. Use of the App is done at the User's risk only, and it is clarified that the Company is not responsible for any information and message that will be uploaded by external users, if any are uploaded to the App.

The Company is not responsible for any damage, including due to viruses and/or malfunctions and/or various software applications, to the User's equipment, or to any other User property, caused by access, surfing, browsing or using the App, including due to downloading information from the App.

4. Intellectual Property, Industrial Property And Other Rights Associated With The App

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having authorised their use. All of the above shall be hereinafter referred to as the "Property".

Users agree not to remove, delete, alter, manipulate or in any other way amend:

- The notes, legends, signs or symbols that either the Company or the legal right holders incorporate into their property with regard to intellectual or industrial property (e.g. copyright, ©, ® and ™, etc.,).

- Protection or identification technical devises that the Property may contain (e.g. watermarks, fingerprints, etc.,). Users acknowledge that under these App Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

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

Users are not authorised to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the commercial use of the Property, whether in whole or in part, without the express written consent of the legal holder of the exploitation rights.

Access to and use of the Property will always and in all cases be for strictly personal and non-commercial purposes.

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

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

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

- does not comply with the terms and conditions herein laid down;

- infringes or breaches the intellectual and industrial property rights or other equivalent rights of the Company or of any other third-party legal right holder, or violates any other applicable laws.

MASSIMODUTTI GIFT CARD GENERAL TERMS AND CONDITIONS OF USE

1. Gottex Mutagim, a registered partnership under the registration number 540212594 (hereinafter: the "**Company**") is the issuer of the Gift Card (hereinafter: the "**Card**").
2. These Terms and Conditions, constitutes the basis for any purchase and/or holding and/or use of the Card and it exclusively regulates the legal relations between the Company and any customer purchasing and/or holding and/or using the Card (hereinafter: the "**Customer**" or "**User**").
3. By purchasing and/or using the Card, this evidences User's full acceptance of these Terms and Conditions, which have been made available to the Users at the time of purchase and are also available at any "MassimoDutti" chain stores in Israel (hereinafter: the "Chain Stores") and on the 'MassimoDutti Israel' website and App (hereinafter: the "**Online Store**").
4. The Card is exclusively valid to purchase products being sold in any of the Chain Stores and/or in the Online Store.
5. The Card is available for purchase only in the Chain Stores (subjected to its availability in the stores), and the initial balance for the Card can be paid by any of the means of payment accepted at the Chain Stores.
6. The Card is valid until the expiration date specified on it.
7. A Card which has not been used yet can be returned for the refund of its balance within 30 days from the date of purchase, at any of the Chain Stores. The price paid for the Card shall be refunded using the same means of payment used to purchase it. For such refund, the sales receipt or e-ticket and, where appropriate, the payment card must be presented. Return of any card purchased abroad shall not be accepted.
8. Any outstanding balance of the Card shall not be refunded, or exchanged for cash except (i) in accordance with the applicable law, including cash refund instead of an outstanding balance in the Card which does not exceed the lower of 5% of the initial balance of the Card and ILS100; or (ii) under Section 7 above..
9. The Card can be used as often as the holder thereof would like, until the earlier of (i) the total amount has been used up; and (ii) its expiration date.
10. The remaining balance of the Card is shown on the cash register receipt every time a purchase is made with the Card, for purchases made at any Chain Store, or in the information provided upon placing an order, for purchases made via the Online Store (at www.MassimoDutti.com). The remaining balance of the Card may also be checked at any Chain Store or at the Online Store (www.MassimoDutti.com).
11. Where the purchase price is in excess of the remaining balance on the Card, the difference may be paid through any payment means accepted at the Chain Stores or at the Online Store (www.MassimoDutti.com), as the case may be.
12. Products purchased with the Card at any Chain Store shall be subject to the general purchase terms and conditions as any other products purchased at said stores. Products purchased with the Card via the Online Store at www.MassimoDutti.com shall be subject to the purchase terms and conditions shown on said website/app.
13. Where appropriate, refund for products purchased with the Card which are returned shall be made by the Company by crediting the price of the returned product back onto the remaining balance of the Card or where the Card no longer exists upon the return of the products, by crediting the price of such product to a Credit Voucher issued by the Company (i) to be handed

out in the Chain Store, for any refund for products purchased at any Chain Store, or (ii) to be sent by e-mail to the address of the customer who made the purchase with the Card, for any return of products purchased via the Online Store at www.MassimoDutti.com.
Refund methods hereunder provided are an essential term, and as such, they are deemed to be expressly accepted upon purchasing and/or using the Card.

14. The Card is a bearer instrument. Its holder shall be solely responsible for the use and custody of the Card. A damaged, altered or cancelled Card will not be accepted as a method of payment by the Company. The Card shall not be replaced in case of theft, loss or damage thereof except in accordance with Customers' rights under the applicable law or in case of change of format of the Card.
15. Cards originally obtained through any unlawful means shall be null and void and they shall not be used to purchase products, nor shall the price thereof be refunded.
16. The Card shall not be used for the purposes of advertising or promoting products or services marketed by any third party other that the issuer of the Card, unless prior written consent is given by this latter.
17. The purchase/ or use of the Card entails the full acceptance of these terms and conditions. The terms and conditions of use have been made available to the Customer upon purchase of the Card and are also available at any Chain Store and at the Online Stores at www.MassimoDutti.com.
18. The Card does not constitute a payment method as defined in the Payment Services Law, 5779-2019.
19. The Company reserves the right to amend these terms and conditions from time to time. The Card will be subject to the terms in force at the time the Card was purchased, unless any change in the terms is required to be made by law or, or any non-material change in the terms is due to technological changes in the Company's systems; in which case any potential changes will also apply to Cards previously purchased.