

TERMS AND CONDITIONS

DISCLAIMER AND PURCHASE CONDITIONS FOR THE Massimo Dutti WEBSITE

1. INTRODUCTION.

Welcome to the MASSIMODUTTI.COM website and co-branded versions of the website located at URLs that point to the domain name MASSIMODUTTI.COM (the "Website" or "Site"). As you have no doubt experienced with virtually all websites, your use of this Site is subject to certain terms and conditions of use (these "Terms"). These Terms are set forth below. These Terms are important for both you and us as they create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business. PLEASE READ THESE TERMS CAREFULLY BEFORE USING AND/OR PLACING AN ORDER FROM THIS WEBSITE. BY USING THIS SITE AND/OR PLACING AN ORDER FROM THIS SITE, YOU ACCEPT THESE TERMS AND OUR PRIVACY POLICY AND AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY, PLEASE DO NOT PLACE AN ORDER FROM THE SITE OR USE THE SITE OR ANY OF THE SERVICES PROVIDED ON THE SITE.

These Terms constitute an agreement between you (hereinafter, "you" or "your") and ITX Canada Ltd., a corporation incorporated under the laws of New Brunswick, Canada with its head office at 1200 McGill College Avenue, Suite 1550, Montreal, Quebec, Canada, doing business as Massimo Dutti (hereinafter, "us," "our," "we," or "Massimo Dutti"), in relation to your use of the Website or Mobile App (collectively the "Massimo Dutti Services"), the goods and services offered and sold through the Website, and any orders you place through the Website. Before you place an order, please carefully read these Terms and our Privacy Policy. If you have any questions about these Terms or our Privacy Policy, you may contact us through our contact web form, by email at contact.ca@massimodutti.com, or by telephone 1 877 550-1108.

2. USE OF OUR WEBSITE

You agree that:

- You may only use the Website and/or Mobile App to make legitimate inquiries or orders;
- You will not make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities;
- You also agree to provide correct and accurate e-mail, postal and/or other contact details to us and you acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Privacy Policy for more information on how we use your personal information);
- If you do not give us all of the information that we need, we may not be able to complete your order;
- You will not attempt to interfere or will not interfere in any way with the Site's networks, the Mobile App's network, or related network security, or attempt to use the Site's service or Mobile App's service to gain unauthorized access to any other computer system;

- You will not use the Site or Mobile App to communicate, transmit, or post material that infringes on the intellectual property, privacy or publicity right of another person or entity;
- You will not use the Site to engage in conduct that would constitute a civil or criminal offense, or that otherwise violates any city, provincial, national or international law or regulation; and
- By placing an order through the Website or Mobile App, you represent and warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

We may impose rules for, and limits on, use of the Site or Mobile App, or restrict your access to the Site or Mobile App, in whole or in part. We have the right to change these rules and/or limitations at any time, in our sole and absolute discretion.

3. PLACING AN ORDER

No contract ("Contract") in respect of the purchase of a product offered on the Site shall exist between you and Massimo Dutti until your order has been accepted by us and we send you the Shipment Confirmation (defined below). If we do not accept your order and funds have already been deducted from your account, the funds will be fully refunded.

To place an order, you will be required to follow the shopping process online and press the "Authorize Payment" button to submit the order. After this, you will receive an email from us acknowledging that we have received your order (the "Order Confirmation"). Your order constitutes your offer to us to buy one or more products from us for personal use and not for resale purposes. Please note that this does not mean that your order has been accepted, as your order constitutes your offer to us to buy one or more products from us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the product has been dispatched (the "Shipment Confirmation"). We will not be bound to supply any other products which may have been part of your order until the dispatch of such products has been confirmed in a separate Shipment Confirmation.

4. AVAILABILITY OF PRODUCTS

All orders for products are subject to availability and in this regard, in the event of supply difficulties or because products are no longer in stock, we reserve the right to give you information about substitute products. If products are no longer in stock, we reserve the right to give you information about substitute products of an equal or higher quality and value which you can order. If you do not wish to order such substitute products, we will refund any monies that you have paid in respect thereof.

5. MODIFICATIONS TO WEBSITE

We reserve the right to withdraw any product from this Website or Mobile App at any time and/or to remove or edit any materials or content on this Website at any time. While we will make reasonable efforts to process all orders, there may be exceptional circumstances that may require us to refuse to process an order after we have sent you an Order Confirmation; and we reserve the right to refuse to process an order at any time, at our sole discretion.

We will not be liable to you or any other third party by reason of our withdrawing any product from this Site or Mobile App, whether it has been sold or not, removing or editing any materials or content on this Site or Mobile App or for refusing to process or accept an order after we have sent you the Order Confirmation. In addition, we may also terminate, change, suspend or discontinue any aspect of the Site or Mobile App including, but not limited to, hours of availability of the Site, and we will not be liable to you or to any third party for doing so.

6. DELIVERY

Items offered through this Site are only available for delivery to addresses in Canada.

Unless there are any exceptional circumstances, we will endeavor to fulfill your order for product(s) listed in the Shipment Confirmation by the delivery date set out in the Shipment Confirmation or, if no estimated delivery date is specified, within fifteen (15) working days of the date of the Shipment Confirmation. Customized or special items may take longer.

If, for any reason whatsoever, we cannot meet the delivery date set forth in the Shipment Confirmation, you will be informed thereof and offered a choice of either continuing with the purchase by setting an extended delivery time or cancelling the order with a full refund of the price paid. Please note that we do not deliver on Saturdays and Sundays. How soon you receive the product(s) depends on the shipping method you have chosen.

We will consider delivery of a signature required delivery to have occurred upon signing for receipt of the products upon delivery. We will consider delivery of a parcel that does not require a signature for delivery to have occurred upon confirmation from the delivery service that the parcel has been left at the agreed delivery address or otherwise as set forth in Section 7 of these Terms.

7. UNABLE TO DELIVER

For signature required deliveries, we will make two (2) attempts to deliver your parcel before initiating a return. If nobody is available to accept the products to be delivered at the agreed delivery address (non-signature required deliveries), we will try to find a safe and secure place to leave your parcel. Please note that an order may be delivered to a neighbor, in case a delivery attempt to the agreed delivery address is unsuccessful. Delivery to a neighbor is upon judgment of the driver.

For our full policy with respect to deliveries, please consult our Delivery Guide.

8. RISK AND TITLE

The product(s) will be at your risk from the time of delivery. Ownership of the product(s) will only pass to you when we receive full payment of all sums due in respect of the product(s), including delivery charges, or upon delivery (as defined in Section 6 above).

9. PRICE AND PAYMENT

The price of the products shall be the one quoted from time to time on our S, except where there is an apparent error. While we take care to ensure that all prices and terms quoted on our Website or Mobile App are accurate, errors may occur. If we discover an error in the price or any other terms of any product(s) you have ordered, we will inform you as soon as possible and give you the option of reconfirming the order at the correct price or the appropriate terms or cancelling the order. If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the product(s) you will receive a full refund. To the extent permitted by law, we are under no obligation to sell the product (s) to you at the incorrect (lower) price (even after we have sent you a Shipment Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as such.

All prices listed on the Site are exclusive of shipping charges and applicable taxes. The total cost of an order is the price of the product(s) ordered plus the shipping charges and applicable taxes. Applicable taxes are charged according to the shipping address of your order or as provided in applicable law and regulations. Prices charged are in Canadian Dollars (CAD) only.

Payment can be made by Visa, MasterCard, American Express, Discover, JCB, debit card and PayPal, in addition to by Massimo Dutti gift card or a Massimo Dutti credit note issued by Massimo Dutti Canada Inc. If payment is made by credit or debit card or by a Massimo Dutti gift card or a Massimo Dutti credit note, upon receiving your order we will seek a pre-authorization on your card to ensure there are enough funds to complete the transaction. The amount of a purchase will not be charged to your card until we have issued the Shipment Confirmation. However, if payment is made through PayPal, the amount of your purchase will be charged when we send you the Order Confirmation.

By clicking on the "Authorize Payment" button, you are confirming that the credit or debit card is yours or that you are the legitimate owner of the gift card or of the credit note. Credit and debit cards are subject to validation checks and authorization by the credit or debit card issuer. If we do not

receive the required authorization, we will not be liable for any delay or non-delivery. We use standard technical means to ensure payment is made safely. To reduce the possibility of unauthorized access, the details of your card will be encrypted.

10. REFUND/EXCHANGES/RETURNS POLICY

Returns and Exchanges General Policy:

We will accept returns or exchanges of any product (except for the products listed below) which you are not completely happy with provided you return it to us within one (1) month of the issuance of the Shipment Confirmation, unless a longer period of time is specified in writing at the time of purchase, Order Confirmation or Shipment Confirmation, and provided it is returned to us in the same condition as when you received it. You must include with any product return or exchange all original boxes, labels, product instructions, hang tags, tags, documents, receipts and wrappings. Any product which is returned to us damaged or which is not returned to us in the same condition as when you received it will not be accepted for return or exchange.

We are unable to accept returns or exchanges of:

- ☒ Customized items;
- ☒ Music CDs/DVDs with respect to which the original wrapping has been removed; and
- ☒ Jewelry for use in body piercings, or underwear or swimwear if the hygiene seal has been removed, or cosmetic products if they have been used or if the hygiene seal is broken.

You may return a product for a refund in one of the following ways: (i) to any Massimo Dutti store in Canada that carries the line of the product you wish to return, (ii) to any Canada Post mailbox or post office, or (iii) by Canada Post pick up arranged by you. If you wish to ship the product back to us through the Canada Post pick up, you should inform us through our web form. None of the above options will entail any additional cost to you. You will be responsible for the cost of returning a product to us where you are not able to do so via one of the three free options offered. Please note that if you return the goods to us at our expense other than as described above, we will be entitled to charge you for the direct cost we might incur as a result. Please see and follow the instructions at the "RETURNS" section of our Website in order to begin the return process.

You may return a product for an exchange (same product in a different color or size) at a Massimo Dutti store in Canada that carries the line of the product you wish to return, in person, within one (1) month of the issuance of the Shipment Confirmation provided the product is accompanied by the fully completed returns form received on delivery.

Returns of Defective Products:

In circumstances where you consider that a product is defective, you should promptly contact us via our web form with details of the product and the defect. Alternatively, you can contact us by e-mail at contact.ca@massimodutti.com or by telephone at 1-877-550-1104 where you will receive instructions from us. If you wish to return defective products, you may do so in the manner described above for general returns. Upon receipt of the returned product, we will fully examine it and notify you via e-mail and within a reasonable period of time whether you are entitled to a replacement or refund as a result of the defect complained of. If so, we will replace the product or refund the purchase price, shipping charges and applicable taxes using the method used to make payment

Refund General Policy:

Refunds will be credited to your original method of payment and, except as otherwise set forth herein, will be equal to the cost of the goods plus applicable taxes.

11. PURCHASING AS A GUEST

This Site also allows purchasing via a guest account. When using this form of purchase, only the essential information will be requested to be able to process your order. Once the purchasing process has been finalised, you will be offered the opportunity to register as a user or continue as an unregistered user.

12. LIABILITY AND DISCLAIMERS

We publish information on the Site and Mobile App as a convenience to you. While we attempt to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. We reserve the right to make corrections and changes to the Site or Mobile App at any time without notice. The products described in the Site or Mobile App may not be available in your region. We do not claim that the information in the Site or Mobile App is appropriate to your jurisdiction or that the products described in the Site or Mobile App will be available for purchase in all jurisdictions. We may also terminate, change, suspend or discontinue any aspect of the Site including, but not limited to, hours of availability of the Site, and we will not be liable to you or to any third party for doing so.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SITE, WHICH IS PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO INFORMATION ACCESSED FROM OR VIA THE SITE INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND MATERIALS, AND FUNCTIONS AND SERVICES PROVIDED ON THE SITE, ALL OF WHICH ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS OR USEFULNESS OR CONTENT OR INFORMATION, UNINTERRUPTED ACCESS, AND ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ITS FUNCTIONING OR THE CONTENT AND MATERIALS OR THE SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE SITE OR MOBILE SITE WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE OR MOBILE APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE,

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

13. INTELLECTUAL PROPERTY

The Site and the Mobile App, including all of its information and content thereon such as text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, graphics, software and the HTML used to generate the pages (collectively, "Materials"),

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As between you and Massimo Dutti (or any other person whose marks appear on the Site), Massimo Dutti (or such other person or company) is the owner and/or authorized user of any registered or unregistered trademark, trade name and/or service mark appearing on the Site, and is the copyright owner or licensee of the Materials on the Site, unless otherwise indicated. The Massimo Dutti logos, designs, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "Massimo Dutti Intellectual Property") are owned by Massimo Dutti or its affiliates and may be registered in Canada and internationally. You agree not to display or use the Massimo Dutti Intellectual Property in any manner without Massimo Dutti's specific prior written permission, which may be withheld in Massimo Dutti's sole and absolute discretion. Nothing on the Site should be construed to grant any license or right to use any Massimo Dutti Intellectual Property without the specific prior written permission of Massimo Dutti.

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14. COPYRIGHT AND/OR TRADEMARK INFRINGEMENT

If you believe a work on the Site or Mobile App constitutes infringement of your copyright, trademark or other intellectual property rights please provide us with notice in writing via our web form or at contact.ca@massimodutti.com and include the following information:

- ☐ evidence of your authorization to act on behalf of the owner of the copyrighted work or trademark;
- ☐ a description of the copyrighted work or trademark that you claim has been infringed;
- ☐ description of where the alleged infringing material is located on the Site, including the permalink where the material is located;
- ☐ your address, telephone number and email address;
- ☐ a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or trademark owner, its agent, or the law;
- ☐ a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or trademark owner or that you are authorized to act on the owner's behalf; and
- ☐ your physical or electronic signature.

15. INDEMNIFICATION

You agree to defend, indemnify and save and hold Massimo Dutti, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your use of the Site or Mobile App, your violation of the Terms or the posting or transmission of any materials on or through the Site or Mobile App by you, including, but not limited to, any third party claim that any information or materials you provide infringes any third party proprietary right.

16. WRITTEN COMMUNICATIONS

When using the Site or Mobile App, you accept that communication with us will be mainly electronic, including via text messages and that such communication will be binding on you and Massimo Dutti. We will contact you by email, text messages, push notifications (if you have enabled them), or provide you with information by posting notices on our Site or Mobile App. For contractual purposes, you agree to these means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

17. REGISTRATION, PASSWORDS, AND SECURITY

To access some of our services you will have to complete an online registration form. You agree that all information which you submit ("Registration Information") is true and complete and that you will update your Registration Information to keep this information true and complete. Upon registering, you will create a password. You are solely responsible for any use of, or action taken under, your password on the Site or Mobile App. Your password may be used only to review information regarding potential and completed transactions, purchase or cancel purchases of products, change your preferences, post content and otherwise access and use the Site or Mobile App and services on the Site or Mobile App in accordance with these Terms. You are solely responsible for maintaining the confidentiality and security of your password, and you hereby agree not to disclose your password to any third party (other than third parties authorized by you to use your account). You accept full responsibility for all transactions and other activities placed or conducted through your account and agree to and hereby release Massimo Dutti, its affiliates, their respective content and service providers and their respective directors, officers, employees and agents from any and all liability concerning such transactions or activity. You agree to notify Massimo Dutti immediately of any actual or

suspected loss, theft or unauthorized use of your account or password. Massimo Dutti has no obligation to inquire as to the authority or propriety of any use of or action taken under your password and will not be responsible for any loss to you arising from any such use or action or from your failure to comply with the above. Massimo Dutti will take reasonable security precautions when using the Internet, telephone or other means to transmit data or other communications, but expressly disclaims any and all liability for the accessing of any such data or communications by unauthorized persons or entities.

18. POSTED CONTENT AND SUBMISSIONS

As part of your use of the Site or Mobile App and services offered on the Site or Mobile App, you may upload, post, distribute or share (collectively, "post") content and material (including, but not limited to, photographs, images you have taken, captions and comments), or you may send or email us material (including but not limited to, photographs you have taken, articles you have written, captions and comments) which we, at our sole and absolute discretion, may allow you to post (collectively, the "Posted Content") on the Site or Mobile App. You hereby grant Massimo Dutti a right and worldwide license to use the Posted Content on the Site and to promote and advertise the Site and Massimo Dutti in any way and you hereby waive any moral rights to such Posted Content to the fullest extent permitted by law. You also warrant that if you are not the holder of any such rights, the holder of such rights has completely and effectively waived all such rights and validly and irrevocably granted you the right to grant the license stated above. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any Posted Content. You agree that you will not post any false or inaccurate material or delete or revise any material that was not posted by you. You are responsible for your own postings and are responsible for the consequences of your postings. You agree not to do any of the following:

- post any material that is copyrighted or trademarked unless you own the copyright or trademark or have the owner's permission (including requisite consents and releases) to post it;
- post any material that reveals a trade secret, unless you own the trade secret or have the owner's permission to post it;
- post any material that infringes on any intellectual property right of another or on the privacy or publicity rights of another;
- post any material that is unlawful, obscene, pornographic, sexual, indecent, defamatory, threatening, harassing, abusive or hateful to another user or to any other person or entity;
- post any chain letter or pyramid scheme; or
- post any material that contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

Massimo Dutti does not represent or guarantee the truthfulness, accuracy or reliability of any Posted Content or endorse any opinions expressed by a user. You acknowledge that any reliance on Posted Content by other users will be at your own risk. Massimo Dutti does not confirm that each user is who he or she claims to be. Massimo Dutti exercises great effort to protect Posted Content from being misused. However, if misuse has occurred, neither Massimo Dutti, nor its affiliates, or their respective directors, officers, employees their respective content and service providers and agents will be liable in any way for such misuse. Massimo Dutti does not control the behavior of users of the Site. In the event that you have a dispute with one or more such users, you release Massimo Dutti, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents from any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action, of every kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with such dispute. Massimo Dutti has

no obligation to screen or monitor Posted Content. If Massimo Dutti becomes aware of any Posted Content that allegedly may not conform to these Terms, Massimo Dutti may investigate the allegation and determine in its sole and absolute discretion whether to take action in accordance with these Terms. Massimo Dutti has no liability or responsibility to users for performance or non-performance of such activities. You may find some Posted Content to be offensive, indecent, harmful, inaccurate, objectionable, mislabelled or deceptively labeled. Massimo Dutti expects that you will use caution and common sense when using the Site, Mobile App or services. Massimo Dutti HAS THE ABSOLUTE RIGHT TO REMOVE AND/OR DELETE WITHOUT NOTICE ANY POSTED CONTENT THAT IT DEEMS OBJECTIONABLE. YOU CONSENT TO SUCH REMOVAL AND/OR DELETION AND WAIVE ANY CLAIM AGAINST Massimo Dutti FOR SUCH REMOVAL AND/OR DELETION. Massimo Dutti IS NOT RESPONSIBLE OR LIABLE FOR FAILURE TO STORE POSTED CONTENT OR OTHER MATERIALS YOU TRANSMIT THROUGH THIS SITE. YOU SHOULD TAKE MEASURES TO PRESERVE COPIES OF ANY DATA, MATERIAL, CONTENT OR INFORMATION YOU POST ON THE SITE. We are pleased to hear from our visitors and welcome your comments. Because of the large number of ideas and works that Massimo Dutti has already developed, or that have been suggested to us by third parties, the possibility exists that any idea, suggestion or submission that you may make through this Site or Mobile App is similar to information, ideas or suggestions already known to us. By disclosing any information, idea, suggestion or other material through this Site or Mobile App, you agree that (a) no confidential relationship is established by virtue of such submission and that the material is not submitted in confidence and (b) no obligation of any kind is assumed by, nor may be implied against, Massimo Dutti by virtue of such submission. Moreover, no liability shall result from the use of such information, ideas or suggestions by Massimo Dutti.

19. NOTICES

All notices given by you to us should be given to us preferably via our web form. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our Website or Mobile App, twenty-four (24) hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

20. BINDING NATURE; ASSIGNMENT

These Terms and our Privacy Policy are binding on you and us and on our respective heirs, successors and assigns and, as indicated herein, are for the benefit of Massimo Dutti, its affiliates, their respective content and service providers, and their respective directors, officers, employees and agents. You may not transfer, assign, charge or otherwise dispose of your rights or obligations under these Terms or our Privacy Policy without our specific prior written consent, which we may withhold in our sole discretion. We may transfer, assign, charge, sub-contract or otherwise dispose of our rights and obligations under these Terms and our Privacy Policy at any time.

21. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under an order you have placed that is caused by events outside our control (a "Force Majeure Event"). A Force Majeure Event shall include any act, event, non-happening, omission or accident beyond our reasonable control and shall include in particular (without limitation) the following:

☒ strikes, lock-outs or other industrial action;

- ☒ civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- ☒ fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- ☒ impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- ☒ Impossibility of the use of public or private telecommunications networks;
- ☒ the acts, decrees, legislation, regulations or restrictions of any government; or
- ☒ any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any order you have placed is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

22. WAIVER

No failure of Massimo Dutti to enforce any of its rights or remedies under these Terms will act as a waiver of such rights and remedies. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the provisions of the section on Notices Section above.

23. SEVERABILITY

If any of these Terms or any provisions of an order are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

24. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them or contained on or published on our Site or Mobile App represent the entire agreement between you and us in relation to the subject matter of these Terms and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. Both you and we acknowledge that, in entering into these Terms, neither you nor us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such Terms, except as expressly stated in these Terms.

25. OUR RIGHT TO MODIFY THESE TERMS

We have the right to revise and amend these Terms at any time. You will be subject to the Terms and Massimo Dutti policies in force at the time that you order products from us or use the Site or Mobile App. Your use of the Site or Mobile App after we post changes to these Terms constitutes your agreement to those changes prospectively from the date of such changes. You will be subject to the Terms and Massimo Dutti policies in force at the time that you order products from us.

26. LAW AND JURISDICTION

Any disputes arising out of or relating to these Terms, the Privacy Policy, use of the Site, the products sold on the Site, and the services offered via the Site shall be resolved in accordance with the laws of the Province of Ontario without regard to its conflict of law rules. Any disputes, actions or proceedings relating to these Terms or your access to or use of the Site must be brought before the courts of the Province of Ontario in the City of Toronto, Ontario and you irrevocably consent to the exclusive jurisdiction and venue of such courts. Massimo Dutti makes no claim that the Site may be lawfully viewed or that content may be lawfully downloaded.

Insofar as it is permitted under applicable law of the province of your residence, you agree that any claim or cause of action arising out of or related to use of the Site, the Mobile App, or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

27. ADDITIONAL TERMS FOR USERS OF THE MOBILE APP PLATFORM

Users of the Apple Mobile App Platform. If you download and/or use our Site and/or apps using an iPhone or iPad: You, the end-user of Mobile App, acknowledge that these Terms are entered into by and between Massimo Dutti and you and not with Apple, Inc., and Apple, Inc. is not responsible for the Mobile App and/or its content. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of these Terms and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce these Terms. You acknowledge that Apple, Inc. has no obligation whatsoever to maintain or support the Mobile App. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS>). These Terms incorporate by reference the Licensed Platform End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of these Terms, the Mobile App is considered the "Licensed Platform" as defined in the LAEULA and Massimo Dutti is considered the "Platform Provider" as defined in the LAEULA. If any terms of these Terms conflict with the terms of the LAEULA, the terms of these Terms shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Mobile App (including, without limitation, a third party claim that the Mobile App infringes that third party's intellectual property rights) or your use or possession of the Mobile App, including but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You acknowledge and agree that, to the maximum extent permitted by applicable law, Apple, Inc. will have no warranty obligation whatsoever with respect to the Mobile App. Mobile App Platform Updates. We may make available for download certain Mobile App updates or upgrades to the Mobile App to update, enhance, or further develop the Mobile App ("Platform Updates"). The license granted herein allows you to download and use the Platform Updates to update the Mobile App on any device that you own or control. This Agreement does not allow you to update devices that you do not own or control, and you may not make the Platform Updates available over a network where it could be used by multiple devices or multiple computers at the same time. You may not make any copies of the Platform Updates, unless such copy is authorized in writing by us.

Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Mobile App, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App, Platform Updates, or any part thereof. Any attempt to do so is a violation of the rights of Massimo Dutti and its licensors of the Mobile App and Platform Updates. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder. The Mobile App and

Platform Updates may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. We may, at our discretion, automatically upload Platform Updates to your device. You agree to accept these Platform Updates, and to pay for any costs associated with receiving them. The Mobile App and Platform Updates are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Mobile App and Platform Updates. These laws include restrictions on destinations, end users, and end use. Uses of the Mobile App expressly consent to receive push notifications from and on behalf of Massimo Dutti.

ADDITIONAL TERMS FOR USERS OF THE MOBILE APP PLATFORM

Additional Terms and Conditions of Use of Massimo Dutti App Features

These additional Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on Massimo Dutti App (as defined below). These Terms are in addition and without prejudice to the Purchase and Terms and Conditions of www.massimodutti.com which unless expressly set forth shall be applicable to these App Terms.

Features available on the App include: (i) the option to purchase goods via the Massimo Dutti App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Purchase Conditions of www.MassimoDutti.com; (ii) the option to manage receipts for purchases made on Massimo Dutti's website and Massimo Dutti App (collectively the "Online Store") and, (iii) the option to receive an electronic receipt or electronic proof of purchase, by Massimo Dutti showing the designated exclusive QR at a US Massimo Dutti Store (Physical Stores). Both Physical Stores and Online Stores are operated in the US by ITX Canada Ltd.

General Description of the Service

Purchase of goods on www.MassimoDutti.com via Massimo Dutti's APP

Customers can purchase goods on www.MassimoDutti.com via Massimo Dutti's App. Therefore, purchases made using the App are deemed to be purchases made on the Online Store and as such, are subject to the Purchase Conditions of www.massimodutti.com, which you need to accept upon purchasing any items.

Management of receipts for purchases made on the Online Store

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

Obtaining an electronic receipt

When paying for a purchase in Physical Stores, you may request a receipt in electronic format. To do so, the QR code on the App that will be displayed for this purpose must be presented so that the receipt can be automatically sent to the App.

From this moment on, you may make exchanges or returns at Physical Stores using said receipt, under the applicable Terms and Conditions, according to the return policy of Massimo Dutti, and, in any event, in accordance with current applicable legislation.

In this instance, you will not be issued a paper receipt. Therefore, it is paramount that you understand that by using this QR code you expressly request the e-receipt or the proof of purchase in electronic form, thus opting out of receiving it in paper form. In any case, you may always request the paper

receipt by contacting our Customer Service, via any of the means of communication advertised on the Massimo Dutti website.

In any case, the governing regulation on e-receipts or any other regulation applicable, and those to which these Terms and Conditions are bound, shall always prevail.

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

Scan receipts

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. From then on, you can use this electronic receipt to make returns in Physical Stores, although please note that any returns will always be in accordance with the relevant terms and conditions, Massimo Dutti's return policy, and applicable law.

Availability of Services Offered Via the App

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

Liability

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

You will be liable in the following cases:

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

Intellectual Property, Industrial Property and other Rights Associated with the APP

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having authorized their use. All of the above shall be hereinafter referred to as the "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 devices that the Property may contain (e.g. watermarks, fingerprints, etc.). Users acknowledge that under these Terms, the Company does not assign or transfer any rights over their Property or over any third-party properties.

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

Users are not authorized to copy, distribute (including by email or on the Internet), transmit, communicate, amend, alter, transform, assign, or in any other way engage in activities that entail the

commercial use of the 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 authorizations 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 licenses granted under these Terms. Notwithstanding the foregoing, the Company may take legal action against any other use by users which:

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

28. MISCELLANEOUS

You acknowledge and agree that your use of the Site and/or Mobile App may involve you providing an “electronic signature” indicating your desire to use the Site and/or Mobile App. Your “electronic signature” indicates your acceptance of these Terms, and your consent to receive communications about these Terms electronically. If you wish to receive communications in another manner, you may contact Massimo Dutti at “Contact US” www.massimodutti.com to change your communication preferences. You may not use or otherwise export or re-export the Mobile App except as authorized by Canadian law and the laws of the jurisdiction in which the Mobile App was obtained. You also agree that you will not use the Mobile App for any purposes prohibited by Canadian law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

29. FRENCH LANGUAGE CLAUSE

The parties have expressly requested and required that these Terms and all other related documents be drawn up in the English language. In the event these Terms are available in a language other than English and the English version and such other version diverge, the English language version of these Terms shall prevail. Les parties conviennent et exigent expressément que ces modalités et tous les documents qui s'y rapportent soient rédigés en anglais.

30. QUESTIONS AND FEEDBACK

We welcome your questions, comments and feedback. Please send all questions, comments and feedback to us via our web form or to contact.ca@massimodutti.com.

Last modified: August 1, 2021