

Massimo Dutti On-line Transaction Terms & Conditions

1. INTRODUCTION

These are the terms and conditions governing the use of this website and the agreement that operates between us and you (hereinafter, "the Terms"). These Terms set out the rights and obligations of all users (hereinafter, "You" / "your") and those of MASSIMO DUTTI (hereinafter, "us" / "our" / "we" / "the Vendor") in relation to the goods/services offered by us through this website or any of the other websites to which we may link. Before You click on the "Authorize Payment" button to place the order, please carefully read these Terms and our Privacy Policy. By using this website or placing an order through it, You are consenting to be bound by these Terms and our Privacy Policy. If You do not agree to all of the Terms and the Privacy Policy, do not place an order.

These Terms may be subject to amendment, so You should carefully read them prior to placing any order. If You do not agree to any such change, you must not continue to access or to use this website. If you continue to access and/or to use this website after the amendment any change, we will assume that You have accepted the change.

If You have any questions about the Terms or the Privacy Policy, You may access our web site or contact us through our contact web form. ITX TAIWAN B.V. TAIWAN BRANCH trading as MASSIMO DUTTI is an entity with corporate seat at Rm.903, No.88, Dun Hua North Road, Song Shan District, 10548 Taipei City, with Fiscal Identification Number 53013320.

2. USE OF OUR WEBSITE

These Terms are the only conditions that are applicable to the use of this website and they replace all other conditions, except with the express, prior written agreement of the Vendor. These Terms are important for both You and us as they have been designed to create a legally binding agreement between us, protecting your rights as a valued customer and our rights as a business. You agree that, by placing your order, You unreservedly accept these Terms, having read them. You agree that:

1. You may only use the website to make legitimate enquiries or orders.
2. 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.
3. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to us and acknowledge that we may use these details to contact You in the event that this should prove necessary (see our Privacy Policy).
4. If You do not give us all of the information that we need, we may not be able to complete your order.

By placing an order through the website, You warrant that You have reached the legal age under local laws and that You are legally capable of entering into binding contracts and are fully responsible for the authenticity of all information contained in your order. You hereby confirm, before placing an order through the website, on the one hand, we have provided you with and draw your attention in a conspicuous manner to, on the other hand, you have carefully read and fully understand, the relevant information of the products or service in your order, including quantity and quality, price or expense, performing period and method, safety caution and risk warning, after-sales service, civil liabilities, etc.

We may terminate or suspend your access or use of this website if either: (a) we reasonably consider that you have breached the Terms; or (b) we consider it necessary to do so for security purposes.

3. SERVICE AVAILABILITY

The items we offer on this website are only available locally.

4. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the detail contained on this website do not constitute an offer for sale but rather an invitation to offer. No contract in respect of any products shall exist between You and us until your order has been

accepted by us. If we do not accept your order and funds have already been deducted from your account, these 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. Vendor will not charge you until your order has been accepted by us. After this, You will receive an e-mail from us acknowledging that we have received your order (the "Acknowledgement of Receipt"). Please note that this does not mean that your order has been accepted by this Acknowledgement of Receipt, even though the funds might have also been deducted from your account, 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 e-mail that confirms that the product has been dispatched (the "Shipment Confirmation"). The contract for the purchase of a product between You and us (the "Contract") will only be formed when we send You the Shipment Confirmation.

The Contract will relate only to those products whose dispatch we have confirmed in 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.

5. AVAILABILITY OF PRODUCTS

All orders for products before Shipment Confirmation 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 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 might have paid.

6. REFUSAL OF ORDER

We reserve the right to withdraw any Product from this website at any time and/or remove or edit any materials or content on this website. Whilst we will make our best efforts to always process all the orders, there may be exceptional circumstances which mean that we may need to refuse to process an order after

we have sent You an Acknowledgement of Receipt, which we reserve the right to do 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 website, whether it has been sold or not, removing or editing any materials or contents on this website or for refusing to process or accept an order after we have sent You the Acknowledgement of Receipt.

In case any of the following events, we are entitled to take appropriate measures based on our reasonable judgment against any behavior or user that violates relevant laws, regulations or this T&C, including but not limited to limiting the purchase quantity of a single product, limiting the total quantity of Products placed in a single order, restricting payment methods, restricting your shopping on this website, cancelling orders or taking other measures, and we don't need to assume any liability or make any compensation to you. If you have already made the payment, we will refund you by the method of payment you used while purchase.

- **You violate or go against relevant laws and regulations, this T&C, the principles of fairness and good faith, or the public order and good morals.**
- **You purchase Products on this website not for consumption needs, including but not limited to the ordered Products being for distribution or resale purpose, ordering more Products than normal consumption needs, having payment, taking delivery of the Products and others that are different from the usual personal consumption methods. Its manifestations include but are not limited to one or more of the followings: 1) multiple different accounts with the same, similar or fictitious receipt address without reasonable reason; 2) multiple different accounts with the same recipient phone number, payment account, recipient, or IP address without reasonable reason.**
- **You commit the following behaviors that affect the normal operation and trading order of this website and infringe on the fair-trading rights of other customers, including but not limited to:**

- 1) You maliciously use technology or other methods to register multiple different accounts and place orders, etc., in order to bypass purchase restrictions, obtain discounts or other benefits.
 - 2) You use the auto-purchase software or other similar tools to place multi orders, repeat purchases, or panic buying the products.
 - 3) You frequently purchase a large number of Products through one account or more associated accounts (with the same, similar or fictitious receipt address, with the same receipt phone number, payment account, receipt, or IP address, etc.) and abnormally frequently initiate a large number of returns and/or refunds, and other malicious returns or abnormally high return rate.
 - 4) Within a certain period, you return less Products or return the Products not sold by us to a certain amount or to a certain number of times without reasonable reason.
 - 5) You return the fake Products.
- You commit the behaviors that affect the security of this website.

If you don't agree with our above measures, you can contact our customer service personnel of this website to file an appeal. You should provide sufficient evidence to provide a reasonable explanation for the relevant violations, otherwise we have the right to refuse your complaints.

7. YOUR RIGHTS TO CANCEL "COOLING OFF"

If You are contracting as a consumer, You may cancel a Contract at any time within 30 days, as of the confirmation of the dispatch of your order. In this case, You shall receive a full refund of the price paid for the products in accordance with our Returns Policy (see below Clause 13).

Your right to cancel a Contract only applies to products that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings. Any product which is damaged or not in the same condition as You received it or which is worn simply beyond opening the

product will not be refunded. You should therefore take reasonable care of the product(s) while they are in your possession.

The product must be in the original condition and present the relevant purchasing ticket. For return to be made online or in-store, if Electronic government uniform invoice (eGUI) is requested for printing prior to return, in addition to presenting the electronic ticket you received through email upon purchase, you also need to return printed eGUI together with the returned product. You will not have any right to cancel a Contract for the supply of any of the following products:

- o Underwear: without protective hygiene try on sticker
- o Swimwear: without original package or protective hygiene try on sticker
- o Any item purchased in another country

Please take good and reasonable care of the products whilst in your possession, and original boxes, instructions/documents and wrappings should be retained and used for the return of the products. Further details of this right and an explanation on how to exercise it are set out in clause 13 of these Terms and are summarized on the Shipment Confirmation.

This provision does not affect your statutory rights as a consumer.

8. DELIVERY

Subject to the provisions of Clause 5 above, and 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 15 days of the date of the Shipment Confirmation.

Reasons for delay could include:

- o Customization of products;
- o Specialized items;
- o Unforeseen circumstances;

- o Delivery area;
- o Wrong information given by You such as errors in the delivery address.

If for any reason whatsoever, we cannot meet the delivery date, You will be kept 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. The delivery of products could be processed during 365 days a year.

For the purpose of these Terms, the "delivery" shall be deemed to have occurred or the goods shall be deemed to "have been delivered" upon signing for receipt of the products at the agreed delivery address and showing proof of this.

9. UNABLE TO DELIVER

If we are unable to deliver the goods after three attempts, we will try to find a safe secure place to leave your parcel. We will leave a note explaining how to get in contact with the courier in charge of delivery and how You can rearrange delivery. If You are not going to be at the delivery location at the time agreed, please contact us to rearrange delivery for another mutually convenient day and place, provided that the new delivery location is within the territory of the city originally indicated in your order.

10. RISK AND TITLE

The Products will be at your risk from the time of delivery in the address indicated by You. Ownership of the products will only pass to You when we receive full payment of all sums due in respect of the products, including delivery charges, or upon delivery (as defined in clause 8 above), should this be later.

11. PRICE AND PAYMENT

The price of the products shall be the one quoted from time to time on our website, except where there is an apparent error. Whilst we take care to ensure that all prices quoted on our website are accurate, errors may occur. If we discover an error in the price 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 cancelling it. 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.

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.

The prices displayed on our website include VAT but exclude delivery costs, which will be added to the total amount due as set out in our Delivery Costs Guide.

Prices may change at any time but (except as provided above) any potential change will not affect any order regarding which a Shipment Confirmation has been sent.

Once You have finished shopping, all the items You wish to purchase are added to your basket. Your next step will be to go through the checkout process and make payment. To do this:

0. Click the "Shopping bag" button at the top of the page.
1. Click the "See bag" button.
2. Click the "Process order" button.
3. Fill in or confirm your contact details, the details of your order, the delivery address and the invoicing address.
4. Complete the payment checkout procedure using your preferred payment method.

- Payment can be made by Visa, MasterCard and JCB. Vendor will only get the authorization from the credit card companies when receiving your Order but will not ask the payment until sending our Shipment Confirmation to You. To minimize the possibility of unauthorized access, the details of your credit card will be encrypted.

If we do not receive your payment, we will not be liable for any delay or nondelivery and we will not be able to form any Contract with You.

12. VALUE ADDED TAX

All purchases done through the website are subject to Value Added Tax (VAT). The prices mentioned in the website include VAT.

13. RETURNS POLICY

Returns in the exercise of the right to cancel your purchase

General policy:

If You wish to cancel the Contract within the period specified in Clause 7 above, You can make a return to us at any of the MASSIMO DUTTI local stores (hereinafter referred to as “MASSIMO DUTTI stores” collectively, or “Massimo Dutti Store” individually) or by giving the products to the courier arranged by us or Drop-off Points. You should send the product by following the directions on the “EXCHANGES AND RETURNS” section of our website. You should contact us through our web form to arrange for the product to be collected at your designated address. If you choose to return the products to any MASSIMO DUTTI Stores or Drop-off Points, it will not entail any additional cost to You.

If you choose to return the products by giving the products to the courier arranged by us, you will be charged return delivery cost according to return policy described on the product detail page or Help page unless the return is made within 7 days after the receipt of the products. We will directly deduct the return delivery cost from your paid amount for the corresponding returned Products.

You will be responsible for the cost of returning the product to us where You are not able to do so via one of the above three options offered. Please note that if You return the goods to us at our expense, we will be entitled to charge You for the direct cost we might incur as a result.

The following items are not eligible for returns or exchanges: underwear or swimwear without protective hygiene try on sticker, or any item purchased in another country. Such products which are not in the same conditions as those of

delivery or which have been used beyond the mere opening shall not be exchanged or refunded.

If You have any doubts You can contact us through contact.tw@massimodutti.com.

Product return in-store at MASSIMO DUTTI:

You may return it, in person, to a Massimo Dutti local store. You must present the e-receipt received through email upon placing order. Please return all instructions/documents and wrappings. For return to be made online or in-store, if Electronic government uniform invoice (eGUI) is requested for printing prior to return, in addition to presenting the electronic ticket you received through email upon purchase, you also need to return printed eGUI together with the returned product. After reviewing the product, we will let you know whether or not you have a right to a refund. We will process your refund as soon as possible and in any case, within 30 days from the day we confirmed to You that You are entitled to a refund. We will refund any money received from You using the same method used to make payment.

Product return online at MASSIMO DUTTI.COM:

With respect to products purchased online, subject to the above returns or exchange restrictions, you may return the product you purchased via the Massimo Dutti website or the Massimo Dutti mobile app.

The procedure for the return of products shall follow the conditions stated above. Upon the successful completion of the return process and receipt of the confirmation email, Massimo Dutti will arrange to have a courier collect the returned product at an address designated by you.

Returns of defective products

In circumstances where You consider that the product does not conform to the Contract at the time of delivery, You should promptly contact us via contact.tw@massimodutti.com with details of the product and its damage where You will receive instructions from us.

You may return the product to us in any MASSIMO DUTTI local store or by giving it to the Courier arranged by us.

Upon receipt of the returned product, we will fully examine it and notify You of your right to a replacement or refund (if any) via e-mail within a reasonable period of time. We aim to process the refund or replacement as soon as possible and, in any case, within 30 days of the day we confirmed to You via e-mail that You are entitled to a refund or replacement for the non conforming product.

In case of existence of any defect, defective products will be refunded in full, including a refund of the delivery charges and any necessary and reasonable costs incurred by You in returning the item. We will always refund any money using the method used to make payment.

Special Conditions

If you no longer have the original packaging, you can return your order using any other packaging, as long as it is sealed correctly to avoid losing the item(s).

Due to their special features, following products have to fulfil certain criteria to be returned:

- Swimwear: must include the hygiene sticker;
- Underwear: underwear items may not be exchanged or returned except for tops, bodysuits and vests from the Kids' section kept in their original packaging;
- Accessories: must be returned with the bag or the original cardboard packaging intact;
- Fragrances and candles: must be returned in the same packaging and in original condition;
- Watches: can only be returned via home return option and it must be sent in its original condition;
- Cosmetics: must be returned by home collection with the original sealed packaging;
- Packs: items forming part of a pack cannot be returned separately;

- Special packaging and additional accessories: items sent with special packaging (fabric bags, special boxes, etc.) or additional accessories must be returned with said packaging or accessories.

This provision does not affect your statutory rights under the regulations in force.

14. LIABILITY AND DISCLAIMERS

Our liability in connection with any Product purchased through our web site is strictly limited to the purchase price of that Product except for any matter for which it would be illegal or unlawful for us to exclude or limit, or attempt to exclude or limit, our liability.

Subject to the foregoing paragraph and to the fullest extent permitted by law, and unless otherwise expressly stated by law, we accept no liability for indirect losses which happen as a side effect of the main loss or damage however arising and whether caused by tort, breach of contract or otherwise, including (without limit) for any:

0. loss of income or revenue;
1. loss of business;
2. loss of or damage to profits or contracts;
3. loss of or damage to your computer equipment;
4. loss of corruption to or data;
5. waste of management or office time;
6. any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage, such as through the installation of reputable anti-virus software; and
7. any loss or damage which was not foreseeable by both you and by us or which you did not notify us may occur if we breach these Terms of Use or our legal duty of care to you.

Due to the open nature of this website 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 this website unless otherwise expressly set out on this website.

All product descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising. To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind. Nothing in this Clause will affect your statutory rights as a consumer, or your statutory rights of Contract cancellation.

Vendor takes all reasonable measures necessary to try to ensure that this Website and the content are free from viruses and defects but cannot guarantee that your computer equipment, hardware or software or any data stored or created by your computer equipment, hardware or software (collectively, "Equipment") will not be damaged, corrupted, lost or otherwise affected if you access or use this Website or any content. Vendor recommends that you take all steps necessary to protect your Equipment when using this Website or any content, such as installing reputable anti-virus software.

15. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or in our licensors. You are permitted to use this material only as expressly authorized by us or our licensors.

This does not prevent You using this website to the extent necessary to make a copy of any order or Contract details.

16. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to You should be in writing.

When using our site, You accept that communication with us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on our website. For contractual purposes, You agree to this electronic 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. This condition does not affect your statutory rights.

17. NOTICES

All notices given by You to us should be given to us preferably via our web form. Subject to and as otherwise specified in clause 16 above, 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, 24 hours after an e-mail 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 e-mail that such e-mail was sent to the specified e-mail address of the addressee.

18. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between You and us is binding on You and us and on our respective successors and assigns.

You may not transfer, assign or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or cancel, reduce or otherwise limit any warranty or guarantee which may have been provided by us to You, whether express or implied.

19. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible in part or in whole for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused

by events outside our reasonable control (“Force Majeure Event”) in light of the impact of such Force Majeure Event. A Force Majeure Event refers to the objective circumstances that are unforeseeable, unavoidable and insurmountable.

From time to time, this website may contain links which will direct you to external web sites or webpages operated by third parties (the "Third Party Sites"). In addition, certain Third Party Sites also may provide links to this website. Vendor does not control and is not responsible or liable for the accuracy, security or reliability of any Third Party Sites or for any content, advertising, products or other materials on or available from the Third Party Sites. Access to any Third Party Sites is at your own risk and Vendor will have no liability to you for any loss or damage that you suffer (including but not limited to any loss or damage to your computer equipment, hardware or software) arising out of or related to your access or use of, or reliance on, any Third Party Sites and/or their content, or caused by or in connection with any purchase of goods or services available on or through any such Third Party Sites.

20. WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

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 paragraph on Notices above.

21. SEVERABILITY

If any of these Terms or any provisions of a Contract 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.

22. ENTIRE AGREEMENT

These Terms and any document expressly referred to in them represent the entire agreement between You and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

Both You and us acknowledge that, in entering into this Contract, neither You nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between You and us prior to such Contract except as expressly stated in these Terms. Neither You nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently). The only remedy of either party shall be for breach of contract as provided in these Terms after the Contract between You and us is duly formed.

23. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time which will be published on the website without serving further individual notice to You. The revisions and amendments to these Terms shall automatically enter into force upon publication on the website.

By using this website and/or placing an order through it following those revisions and amendments, You are consenting to be bound by the Terms in force at any given time. If You do not agree to all of the Terms in force at any given time, do not place an order. For this reason, You should always check the Terms published on the website before You place any order.

You will be subject to the Terms, Privacy Policy and other policies available on the website and in force at the time that You order products from us, unless any change to those Terms, Privacy Policy or other policies is required to be made by law or

governmental authority, in which case it will apply to orders previously placed by You.

24. LAW AND JURISDICTION

Contracts for the purchase of products through our site will be governed by the local laws.

Any dispute arising from, or related to, such Contracts shall be subject to the nonexclusive jurisdiction of Taipei District Court in where ITX TAIWAN B.V. TAIWAN BRANCH domicile is.

If You are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

25. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via our web form.

This Terms takes effective since October 31st, 2023.

TERMS AND CONDITIONS OF USE OF 'MASSIMO DUTTI' APP FEATURES

These Terms and Conditions of Use (the "Terms") specifically govern the access to and use of the services and various features available on MASSIMO DUTTI's App (as defined below). These Terms are in addition and without prejudice to the Massimo Dutti On-line Transaction Terms & Conditions of www.massimodutti.com.

Features available on the App include: (i) the option to purchase goods via MASSIMO DUTTI's App, this being deemed to be a purchase made on the Online Store, and therefore subject to the Massimo Dutti On-line Transaction Terms & Conditions of www.MassimoDutti.com; (ii) the option to manage receipts for purchases made on MASSIMO DUTTI's online stores (the "Online Store") and, (iii) the option to receive the electronic detail or electronic proof of purchase, by showing at MASSIMO DUTTI's Physical Stores the designated exclusive QR code for such purposes. Both Physical Store and Online Stores are operated in Taiwan by the company ITX TAIWAN B.V. TAIWAN BRANCH trading as MASSIMO DUTTI, having its registered office at Rm.903, No.88, Dun Hua North Road, Song Shan District, 10548 Taipei City, with Fiscal Identification Number 53013320.

1. GENERAL DESCRIPTION OF THE SERVICE

1.1 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 Massimo Dutti On-line Transaction Terms & Conditions of www.massimodutti.com, which you need to accept upon purchasing any good.

1.2 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.

Your Electronic government uniform invoice (eGUI) is stored in our Company's membership carrier. If this eGUI wins lottery, we will mail you the printed eGUI for lottery claim. You don't need to apply. If you are a Company customer, please ensure you setup as Company in your Account Details with correct TaxID and Company Name before placing the order. If you need to store your eGUI in cellphone carrier or donate it, please contact customer service. If you need printed eGUI, you can request to print it out on your Order page. Before you request to print, please ensure you maintain the mailing address in account details. All the printed eGUI will be mailed to the mailing address stated in Account Details. Please note, once eGUI is printed, it is no longer eligible to join cloud lottery.

1.3 Obtaining an electronic detail

When purchasing in Physical Stores of Massimo Dutti, you will receive a printed eGUI and purchase detail after paying. If you would like to obtain eGUI with Unified Business Number stated, please inform to the cashier before paying. If you need to setup cellphone carrier or donate the eGUI, please inform the cashier before paying. You will receive a printed purchase detail after paying.

When paying for a purchase in Physical Stores, you may request a detail 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.

You may make exchanges or returns at Physical Stores under the applicable Terms and Conditions, according to the commercial policy of MASSIMO DUTTI, and, in any event, in accordance with current legislation, with original printed eGUI and purchase detail (or electronic detail) present. If you pay with mobile phone or credit card, the credit card holder also needs to present original mobile device or original credit card and credit card receipt in person. If it is an eGUI with Company TaxID, please also bring Company Chop together with Legal Representative's Chop, or GUI Chop for a cross period refund.

In this instance, you will only receive a printed eGUI but not a paper purchase detail. Therefore, it is paramount that you understand that by using this QR code you

expressly request the e-detail 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 purchase detail 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-detail 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.

1.4 Scan receipts

If your original receipt is in paper format, you can generate a digital version of the same receipt by scanning the QR code that is found printed on the receipt. Please note that any returns will always be in accordance with the relevant terms and conditions, MASSIMO DUTTI's commercial policies, and all relevant legislation.

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 MASSIMO DUTTI'S App features, and to modify, suspend or delete, under the same terms, the availability of all or part of the Service.

3. 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 authorised by you without our knowledge;
- b) when errors or malfunction occur when you are using the App's different features as a result of defective hardware, software, devices or terminals or of a lack of the necessary security measures installed on the device on which you are using the App.

4. INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY AND OTHER RIGHTS ASSOCIATED WITH THE APP.

Any of the elements that form part or are included in the App are the property or are under the control of the Company or third parties having 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 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 authorises users to access and use the Properties in accordance with these 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 licences 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.