

## Terms of Use of the Web Site – 21/07/2020

### 1. **Subject-matter of the Terms of Use of the Web Site**

Vestiaire Collective is a public limited company incorporated in France, whose registered address is 255 boulevard Pereire, 75017 Paris, France, registered in Paris, France under no. 517 465 225. It owns all the rights over the <http://www.vestiairecollective.com> web site and the Vestiaire Collective Smartphone applications (the “Web Site”).

These Terms of Use apply to all the Users of the Web Site. They lay down the terms and conditions under which Vestiaire Collective enables the Users to access the Web Site and to use its various functionalities. All Users are advised to carefully read all the Terms of Use that are applicable to them before using the Web Site, and to ensure that they understand them, for they set out their rights and obligations.

### 2. **Creating an account**

In order to access the functionalities of the Web Site, Users must create an account using their e-mail address and a password or using the Facebook Connect functionality. The Users undertake to input accurate and up-to-date information as part of the account opening process. Opening an account is free of charge and there is no obligation to buy or sell anything on the Web Site. Users must be aged over 18 and must have full legal capacity to enter into a sale.

Once registered, Users shall be able to access and use their accounts using their e-mail address and the password that they created upon registering on the Web Site. These identifiers, for which the Users shall be responsible at all times, must be keyed in whenever opening a session and the Users must never disclose them to any third party nor let any third party use them. The Users undertake not to create or use any accounts other than the account that they shall have created initially, be it under their own identity or that of a third party. The Users undertake not to choose a user name that provides a means of identifying an e-commerce web site other than the Web Site. Should any User fail to comply with this prohibition, Vestiaire Collective shall be entitled to close that User’s account immediately .

The Users undertake to inform Vestiaire Collective via the FAQ contact form available at <http://faq.vestiairecollective.com> about any fraudulent use of their user name, their identifier and/or their password by a third party, as soon as they shall become aware of this. The Users undertake to compensate Vestiaire Collective should the latter suffer any damage or loss or incur any costs as a result of any other person accessing information in a User’s account on the Web Site, if the User involved authorised this use or was aware of it.

Users should note that upon using the Facebook Connect functionality to register on the Web Site, they shall be asked to permit Vestiaire Collective to access some information pertaining to their Facebook accounts, including their family name and first name, their Facebook identifier, their e-mail address, their gender, their date of birth, their profile photograph, their list of friends, and all other public information contained in their Facebook account. For more information, Users should refer to the [Privacy Policy & Cookies](#) of Vestiaire Collective.

Users can now be found and search for other members of the Vestiaire Collective community thanks to the "find by user" tool. Users can find other Users thanks to (1) the username and (2) the first name. It is not possible to find a User thanks to his/her last name or email address. The username can be publicly found only by the members of Vestiaire Collective. The username is automatically created (update it for Users to better find you!) The username can be changed anytime, as many times as wanted. The username is unique, hence no User can have the same username.

### 3. **Referral**

Any User of the Web Site may sponsor a third party, in keeping with the Referral Rules, so as to enable that third party to benefit from the Products and services offered on the Web Site and to enable them to register on the Web Site. For the purposes of the Referral programme of Vestiaire Collective, any person who registers on the Web Site with a view to receiving offers of Products and services available on the Web Site or who performs a confirmed transaction on the Web Site, shall be deemed to be a User. The person who is sponsored shall be considered as a “Sponsored Person” and Users who recommend the services of Vestiaire Collective shall be considered as “Sponsors”. The Sponsor and the Sponsored Person shall be granted certain rights in accordance with the terms stipulated by Vestiaire Collective, in accordance with the provisions of the Referral Rules.

#### **4. Role and responsibility of Vestiaire Collective as part of the use of the Web Site**

It is up to the Users to ensure that all their acts and all the User content that they put online on the Web Site comply with the legislation that is applicable to them.

Vestiaire Collective hereby disclaims liability for any damage or loss arising from any activity performed by the User on the Web Site, such as, but not limited to, any losses of data, any loss of a sale or purchase opportunity, any loss of earnings, of turnover, of business activity, of opportunities or of clients, any damage to the User’s reputation or interruptions of their activity, and any indirect loss or damage incurred by the User, or any impediment or delay in the performance of its obligations caused by any act or omission on the part of a User (or of any person acting for and on the User’s behalf) or arising from force majeure.

Vestiaire Collective shall not be liable for any content that is hosted on third party web sites that are accessible from the Web Site; these shall be the responsibility of the third party sites themselves. It is up to the Users who hold intellectual property rights over any content hosted on a third party web site and who did not authorise the use of their content, to contact the administrator of the third party web site involved directly and request that the contentious content be deleted from the web site in question.

Vestiaire Collective does not provide any warranty against losses or damage that may be caused by the transmission of a computer virus, a worm, a time bomb, a Trojan horse, a cancelbot, malware or any other program designed to damage, destroy or degrade in any other way a functionality of a computer, or to impede the proper operation of the latter, including any transmission arising from the downloading of any content by a User, any software applications used by the latter to download the content of the Web Site or of the server that can be used to access same. In this respect, the Users acknowledge that it is their responsibility to install anti-virus software and appropriate security applications on their computer equipment and on any other system in order to protect them against any bug, virus or other such malicious program.

#### **5. User Content**

##### **5.1. Creation of User Content**

The Users may create Product Pages (“Product Pages”) as well as profile data sheets (“Profile Data Sheets”) and they can also post comments about the Products that are put online by other Users (the “User Comments”). All of these elements created or posted by the Users shall be referred to as “User Content”.

By uploading their Product Pages and/or of Profile Data Sheets, the Users authorise Vestiaire Collective and all its successors and assigns:

- To affix, store, reproduce, disseminate and exploit any User Content, worldwide, and for the entire duration of the protection afforded to these elements, in all formats, by any means and on all media, such as on the Web Site and on its commercial documents, including the “Alerts” and “Newsletters”;
- To modify the presentation of the photographs of the Products, such as by resizing or cropping the photographs and removing the background of a Product so that it appears over a white background.

Vestiaire Collective respects the intellectual property rights of others and accordingly prohibits the Users of the Web Site from disseminating, downloading, putting online or otherwise transmitting any element that infringes the intellectual property rights of a third party.

The Users undertake to guarantee Vestiaire Collective and its senior officers, directors, servants, agents and suppliers against any claim, liability, damages, losses, costs and expenses, including the fees of lawyers and counsels up to a reasonable amount, that are incurred by Vestiaire Collective as part of or in connection with any claim brought by a third party over an infringement or violation of intellectual property rights by a User.

More broadly speaking, the Users guarantee Vestiaire Collective against any claims raised by third parties in connection with the wording of their Product Pages and/or the description of the Products that they offer for sale on the Web Site.

#### **5.2. No monitoring of the User Content by Vestiaire Collective**

Vestiaire Collective has no control over and hereby disclaims liability for the accuracy or the correctness of any User Content or third party content; Vestiaire Collective shall not have any obligation to check the appropriateness of such content that is posted or downloaded on the Web Site. Vestiaire Collective shall act at all times merely as a host and hereby disclaims liability for the data or information that is uploaded by the Users, including any content that is put online or uploaded into a Product Page. Vestiaire Collective shall be entitled to remove any User Content in case of violation of the rights of a third party and/or of these Terms of Use governing the use of the Web Site.

Only the Users who post or send information to the Web Site shall be liable for this information, which shall not necessarily reflect the opinions or the principles of Vestiaire Collective. Vestiaire Collective therefore does not guarantee that this information shall be complete and accurate. Any decision by a User based on the information posted or uploaded by other Users shall be taken based on their judgement alone and their sole assessment under their sole responsibility.

#### **5.3. Notification of illicit content or infringement of intellectual property rights**

If you think that any content and/or a Product Page contains a defamatory or illegal message or that your intellectual property rights have been infringed by an article or any information featuring on the Web Site, please notify this to Vestiaire Collective by consulting the FAQ contact form available at <http://faq.vestiairecollective.com>.

It is the policy of Vestiaire Collective to respond as soon as possible to claims about infringements of intellectual property rights and to take action in response to any notifications of clear infringements of intellectual property rights. Should you have any claim or complaint regarding infringements of intellectual property rights, please send it to [legal@vestiairecollective.com](mailto:legal@vestiairecollective.com).

Vestiaire Collective is a signatory of *Charte de lutte contre la contrefaçon sur Internet*, a French convention against infringement of intellectual property rights over the Internet. To that end, Vestiaire Collective undertakes to apply the procedures for combating infringements of intellectual property rights that are described in the Charter, in favour of both consumers and the rights holders.

### **6. Rights over a person's image**

Upon creation of a Profile Data Sheet or a Product Page, Users may post photographs representing them. By accepting these General Terms and Conditions, the Users hereby authorise Vestiaire Collective to use their image as part of the operation of the Web Site.

This authorisation is granted for the entire period during which a User shall have an account and/or a Profile Data Sheet on the Web Site. The Users may withdraw their authorisation to use their image in accordance with the abovementioned terms and conditions, by clicking on the following link:

<http://faq.vestiairecollective.com>. The Users hereby guarantee that the photographs used as part of the creation of their Product Pages or of their Profile Data Sheet do not constitute an infringement of the image rights or the privacy of third parties.

#### 7. **Personal data**

The Users must ensure that the data that they provide in the course of their registration is properly keyed in, truthful and accurate. Vestiaire Collective hereby declares that the personal data of the Users that it shall have obtained as part of their use of the Web Site, and in general, as part of its commercial relationship with the Users, shall be dealt with in accordance with the French and European laws that are applicable and in keeping with the principles of good faith, lawfulness, transparency and confidentiality.

Additional information concerning the processing of personal data can be found in the [Privacy Policy & Cookies](#) of Vestiaire Collective.

#### 8. **Intellectual property statement concerning the Web Site**

All of the content of the Web Site (texts, comments, illustrations and images, be they visual or audible) other than the User Content is protected by copyright, trademark and/or patent laws, for the world as a whole. Any total or partial reproduction of all or part of the Web Site is strictly prohibited and shall be considered as an infringement of the intellectual property rights of Vestiaire Collective and/or of its licensors.

#### 9. **Rules of good conduct**

Each User undertakes to use the Website (and each of its existing and future functionalities) in a reasonable manner, in good faith, and in accordance with the laws and regulations in force and with the terms hereof. In particular, the User undertakes not to use the Website in such a way as to infringe, in any way whatsoever, intellectual property rights (copyright, trademark law, design and model law, etc.), personal rights (image, respect, privacy, etc.), fundamental rights and freedoms. The User is warned that its behaviour on the Website may be held liable towards other Users and Vestiaire Collective. Vestiaire Collective is not responsible for the behaviour of Users on the Website.

In the context of the distribution of content through the Website, whether by choosing a pseudonym, by writing sales announcements and/or exchanges with other Users (in particular by using the instant messaging tool, the "Chat"), or by publishing comments, each User undertakes to be polite, moderate and respectful. In particular, each User agrees not to post on the Website any content (and in particular any comment and/or message and/or any photo or video content, regardless of the main vehicle for diffusion) that is, without limitation, racist, anti-Semitic, negationist, pornographic, violent, vulgar, obscene, offensive, inappropriate, hateful, defamatory, discriminatory, harassing or otherwise objectionable. Vestiaire Collective reserves the right to delete the wrongful content in an automated manner with the detection algorithms it uses, as soon as it becomes aware of it and/or as soon as it is notified of its existence. Vestiaire Collective can also ask the User to modify it at any time, for example by choosing an acceptable pseudonym.

In general, when using the Website, any act, content, attitude and/or declaration of a User likely to deceive, mislead, shock, defraud, swindle or, in general, cause prejudice to any other User and/or to Vestiaire Collective (including members of its staff) may be subject to, at the discretion of Vestiaire Collective and without prejudice to any claim for compensation, (i) a reminder of the rules of good conduct, (ii) a formal notice, (iii) a temporary suspension or permanent interruption of access to the messaging tool between Users, (iv) a suspension or permanent interruption of a User's account. For example, this will be the case when:

- a User who has been the subject of complaints or claims by other Users;
- a seller User has sent one or several times Products that are defective or, in general, do not comply with the corresponding Product Sheet.

Users also have the option of blocking another User so that the latter can no longer contact him/her via the Chat. Vestiaire Collective has also implemented an algorithm to automatically detect inappropriate content transmitted via the Chat.

The examples above-mentioned are not restrictive and Vestiaire Collective reserves the right to moderate the Website when litigious behaviours are notified to it.

Users formally refrain from contacting each other directly in order to negotiate and/or conclude a transaction relating to a Product outside the Website or, in general, in a manner that is detrimental to the rights or interests of Vestiaire Collective. Users also refrain from disseminating links to other websites and/or identification elements of other websites on which the Products would also be sold, except with the written agreement of Vestiaire Collective. Users agree not to disclose personal or bank details via the Website. In particular, the Chat must not be used for any purpose other than to obtain information on a Product offered for sale on the Website.

Users undertake not to make any unfounded assessment of the Website and/or other Users that could be denigrating, or undermine the image of the services that have been provided and/or hurt the reputation of Vestiaire Collective (including members of its staff) and/or other Users.

Any content deemed contrary to these rules shall be deemed to have been created by the User who issued it, whether through Vestiaire Collective or other Users.

#### **10. Availability of the Web Site**

Vestiaire Collective does not provide any undertaking concerning the availability or the accessibility of the Web Site and does not guarantee that the User's access to the Web Site, the content featuring on the Web Site or the services that it offers shall be provided without interruption, within the timescales stipulated or free of errors.

Vestiaire Collective endeavours to keep the Web Site accessible around the clock, 7 days a week, subject to force majeure. However, for reasons of technical maintenance and/or security, Vestiaire Collective may have to fully or partly suspend access to the Web Site, temporarily and without notice. The Users' acceptance of these Terms of Use shall imply their acceptance of these possible technical interruptions.

Vestiaire Collective shall be entitled to make changes to the Web Site, for instance for technical or commercial reasons. Where these changes do not significantly and/or negatively affect the terms under which the services are provided, the Users may be informed about the changes made, but their approval shall not be sought.

#### **11. Applicable law and settlement of disputes**

These Terms of Use are governed by French law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use.

Should the parties fail to reach an amicable settlement of their dispute, Vestiaire Collective and the User agree to submit it to the jurisdiction of the French courts. Nothing in these Terms of Use affects the User's rights as a consumer domiciled in the EU to rely on the mandatory provisions of the local laws of their country of residence.

The terms of this article shall not result in depriving consumers of the right to bring court proceedings or to defend themselves against court proceedings in the country where they reside or they are domiciled. nor shall they deprive them of the protective measures stipulated in their favour by the applicable rules and regulations of their country of residence.