

General Conditions of Service - Service Provider

Applicable from May 9, 2024

The company TILLI RETAIL, a simplified joint stock company with capital of 1000 euros, registered in the Paris Trade and Companies Register under number 825038938, whose head office is located at 14 rue chaptal - 75009 Paris, represented by Mrs. Beryl DE LABOUCHERE, its President, (hereinafter "**Dill**"), has developed an activity which consists, through its website and a mobile application, including the back office, (together, the "**Platform**"), to be provided to particular users (the "**Client Final**"), a service for putting you in touch with professional tailors (the "Service Providers"), so that they can retouch or design various items (clothing, accessories, textile decoration, etc.) (the "**Service(s)** »).

In this context, Tilli's activities are limited in principle to (i) providing access to the Platform to Service Providers and End Customers, and (ii) thus enabling the connection between Service Providers and End Customers having issued requests for alterations or design.

Furthermore, Tilli also offers Service Providers the opportunity to respond to more opportunities by putting Service Providers in contact with customers visiting the Tilli Boutique (the "**Clients Boutique**") or with end customers of Brands having a specific agreement with Tilli (the "**Clients B2B**") through other means (together, the "**Services Annexes**"), allowing Service Providers to expand their possibilities for collaboration with Tilli.

1. DEFINITIONS

The terms and expressions referred to below mean, when preceded by a capital letter, for the purposes of the interpretation and execution of these General Conditions of Service:

« **Repair Bonus** »: designates reductions on the price of certain eligible textile repairs as identified in the Tilli price list (available via the following link <https://tilli.fr/nos-tarifs/>), which correspond to the financial participation of Refashion at the price of the repair.

« **Shop Tilli** »: designates each physical point of sale for sewing and alteration services operated by the company TILLI RETAIL, a simplified joint stock company, with capital of 1,000.00 euros, registered in the Paris Trade and Companies Register under number 883337594 whose head office is located at 14 rue de Naples - 75008 Paris and made available to Tilli from time to time, in particular as part of the Additional Services.

« **Client Final** »: User using the Platform to carry out one or more Services via the Platform, Boutique Client and/or B2B Client. It is specified that TILLI RETAIL may have the status of Final Customer.

« **Client Boutique** »: has the meaning given to it in the Preamble. A Boutique Customer can come to a Tilli Boutique in order to directly benefit from designer services, without prior use of the Platform or, define the Tilli Boutique as the meeting place as part of their Order. It is specified that whatever the applicable situation, any request from a Boutique Customer processed by the Service Provider will ultimately be processed via the Platform, and will be treated like any Order.

« **Order** »: the order placed by a Final Customer with Tilli via the Platform for the performance of Service(s) by a Service Provider and any additional Service(s) added subsequently.

« **Multiple Order** » designates the option for the Service Provider to collect Orders from several End Customers in the Tilli Boutique.

« **General Conditions of Service** » or « **CGS** »: this document, describing the terms and conditions applicable to the contractual relations between Tilli and the Service Provider and which supplement the General Conditions of Use.

« **Terms of Service** »: the general conditions of use of the Platform applicable to all Users who use the Platform.

« **CONTRACT** »: the whole constituted by the General Conditions of Service and the General Conditions of Use.

« **Service Provider Workshop Space** »: Personal space of the Service Provider dedicated to it on the Platform (in particular via the mobile application made available by Tilli). For purposes of clarity, it is specified that (i) the Service Provider Workshop Space is accessible only via the Tilli mobile application and that (ii) any mention of the right of access to the Platform by the Service Provider Workshop within the CGS is deemed to only cover access to its Service Provider Workshop Space via this mobile application, the CGS is not intended to grant any other license to the Service Provider on the other components of the Platform.

« **Brand** »: a customer and/or professional account having concluded a partnership contract with Tilli, who can cover part of the Total Price invoiced to the End Customer under a Brand Offer or request Tilli for the provision of additional Services by a Provider.

« **Brand Offer** »: the amount that a Brand wishes to offer to the End Customer who orders Services via the Platform, as part of a partnership contract concluded between the Brand and Tilli. The Brand Offer can be provided directly by the Brand or communicated to the End Customer in the form of a credit.

« **Provider** »: has the meaning given to it in the Preamble. The service provider works independently and provides one or more Services entrusted via the Platform. He operates through a commercial company as part of a business contribution relationship.

The Service Provider must be registered in the commercial register depending on its activity.

« **Connection Price** »: the price paid by the Final Customer to Tilli for the connection with the Service Provider.

« **Price Services** »: the total amount of the cumulative prices of the Services which are the subject of the Order; this amount only includes the price of the sewing service due to the Service Provider.

« **Total price** »: designates the total price invoiced to the Final Customer, including the Services Price and the Contact Price, and where applicable the delivery or travel costs if these are not covered as part of the Services Price.

« **Product** »: designates the item of a Final Customer on which the Service Provider intervenes. The Products may in particular be clothing, wedding dresses, accessories, textile decoration such as curtains, or tablecloths.

« **Service(s)** »: the service(s) of tailors, from alteration to creation, entrusted to a Service Provider via the Platform.

« **Services Annexes** »: has the meaning given to it in the Preamble.

« **Service(s) Ordered** »: the service(s) offered by a Service Provider via the Platform and listed in the Order.

« **Platform** »: has the meaning given to it in the Preamble. The Platform is accessible at www.tilli.fr, as well as in mobile versions on the App Store and Google Play. The Platform includes Tilli plugins available on partner sites, and dedicated Tilli platforms made available to Brands. In the case of certain specific updates or possible technical problems, the mode of communication and operational management of Orders, usually administered by The Platform, may take the form of email exchanges with the Tilli service.

« **Dill** »: includes the two entities: TILLI SAS and TILLI RETAIL. All platforms are operated by Tilli in the broad sense.

« **User** »: any natural or legal person using the Platform, as a Final Customer or Service Provider.

2. OBJECT

The purpose of the CGS is to define:

- the conditions under which Tilli:
 - provides the Service Provider with access to the Platform (via its Service Provider Workshop Space); And
 - transmits proposals for Additional Services through the Platform or directly via email, or by SMS, allowing the Service Provider to be put in contact with Boutique Customers and to carry out, on behalf of Tilli, missions to Brands;
- the conditions under which the Service Provider undertakes to provide the Service, as defined in Article 3 of the CGS to End Customers, as well as the Ancillary Services to Boutique Customers, Brands and B2B Customers.

3. SERVICES

Tilli may entrust the following Services to the Service Provider in terms of retouching and creative assistance:

- handling a request for Services issued by a Boutique Customer (or several in the event of a Multiple Order), in Boutique Tilli, and completion of the Order in the Service Provider's own premises;
- handling of a request for Services issued by a Boutique or brand Customer and completion of the Order on the brand's premises.
- provision of the Ancillary Services under the conditions described in Article 10 of the General Terms and Conditions.

4. APPLICATION OF THE GENERAL TERMS OF SERVICE

4.1 The General Conditions of Service are accessible at any time on the Service Provider Space and can be saved and/or printed by the Service Provider.

The General Conditions of Service apply, without restriction or reservation and as of right, to the relationship between Tilli and the Service Provider, from its registration on the Platform by the Service Provider, and (ii) to all

Services provided by a Service Provider via the Platform and the Ancillary Services, regardless of the clauses that may appear on the Service Provider's documents (such as its general conditions of service).

Registration on the Platform by the Service Provider implies that the Service Provider consults and expressly accepts the General Conditions of Service which can be saved and/or printed, by clicking on the confirmation button provided for this purpose (reproducing the sentence "I certify that I have read and accepted the general conditions of use and service of the site www.tilli.fr of the company Tilli). This validation implies acceptance without restriction or reservation of the entirety of the General Conditions of Service. No registration will be accepted if the General Conditions of Service and the General Conditions of Use are not previously accepted by the Service Provider.

The General Conditions of Service may be modified at any time by Tilli. The Service Provider will be informed of any substantial modification made to the General Conditions of Service by email to the address indicated during registration and by a message when connecting to the Platform. Modifications to these General Conditions of Service are binding on the Service Providers from the time they are posted online on the Platform but cannot apply to Services previously ordered; the version applicable to the Order or any other Service request being that in force on the Platform on the date of its validation or confirmation.

In the event of refusal of these modifications, the Service Provider undertakes to inform Tilli by email without delay that it wishes to unsubscribe from the Platform, and no longer be sent Orders or requests for Additional Services; he must nevertheless complete all Orders and Ancillary Services in progress.

4.2 The Service Provider is informed that any Order placed by a Final Customer implies, on the part of the Final Customer, prior, full and unreserved acceptance of the General Conditions of Sale and the General Conditions of Use of the Platform, these being accessible at the following address:https://tilli.fr/CGU_Tilli_20220114.pdf.

4.3 The information appearing on the Platform is given for information purposes only and can be revised at any time. Tilli has the right to make any modifications that it deems useful, at any time.

4.4 The Service Provider acknowledges and guarantees that it has the capacity and age required (majority) to provide the Services.

5. DURATION

The Contract takes effect on the date of registration of the Service Provider on the Platform, and will continue to apply as long as the Service Provider is registered on the Platform.

6. ACCESS TO THE PLATFORM

7. Service Provider registration form on the Platform

In order to register on the Platform, and be able to receive Orders from End Customers or requests for Additional Services, the Service Provider must first complete and return a Service Provider registration form on the Platform (the "Form"). The procedure for registering and completing the Form is a mandatory prerequisite for the Service Provider's on-boarding procedure.

The Form involves the communication of all data and information requested during the operation, and in particular:

- Name
- First name
- Copy of an identity document (identity card, passport and, if applicable, residence permit (double-sided))
- RIB bank account statement "
- K-BIS company justifying independent professional activity
- Vigilance certificate if applicable
- SIRET/SIREN number
- Phone
- E-mail address
- Professional background ("CV") (optional)
- Field of expertise of the designer (e.g.: Silk/muslin, Tailoring, Knitwear, Embroidery)
- Proof of address
- Certificate of personal and, where applicable, professional civil liability

The information required in the Form marked with an asterisk is necessary for registration on the Platform - this is necessary for Tilli for administrative and legal monitoring. Answers to questions not preceded by an asterisk are optional and have no impact on registration on the Platform.

As a reminder, the Service Provider operating through a commercial company must have the status of craftsman within the meaning of the legal provisions and in particular be registered in the Trades Directory and/or in the Trade Register depending on their status.

Tilli confirms receipt of the Form by sending an email to the email address provided in the Form or by calling the Service Provider at the telephone number indicated in the Form.

The Service Provider is solely responsible for all the data it provides and provides to Tilli and, in general, for all the content it communicates via the Platform and guarantees Tilli that the information is accurate, precise and complete. and that they do not infringe any third party rights or violate any applicable laws or regulations.

The Service Provider is solely responsible for loss and/or damage resulting from incomplete or misleading elements and/or information transmitted to Tilli or communicated via the Platform.

The Service Provider will provide Tilli upon registration, and every six months, at the latest, until the end of its contractual relations with Tilli, the elements referred to in articles L. 8222-1 and L. 8254-1 of the Code work.

The Service Provider undertakes to systematically update the data and information concerning it on the Platform or by email addressed to Tilli, in particular it undertakes to inform Tilli of any change in its administrative situation rendering the information communicated via obsolete the form.

7.1 “Onboarding” of the Service Provider (referencing of the Service Provider)

Once Tilli has confirmed to the Service Provider the receipt of its Form, it will contact the Service Provider to invite it to a presentation session in order to present in detail the operation of the Platform and the Ancillary Services, if applicable. This session can be conducted remotely.

Following participation in the training session, if the Service Provider wishes to benefit from access to the Platform, he will be invited to demonstrate his know-how in order to finalize his registration.

In this context, Tilli will organize remotely a technical test during which the Service Provider will be invited to demonstrate its mastery of the techniques required within the framework of the Services and Ancillary Services.

The Service Provider having passed the technical test will then be provisionally registered on the Platform and will be invited to place three Orders transmitted by Tilli with End Customers. In the absence of negative feedback from a Final Customer, the Service Provider will be permanently registered on the Platform and may receive an unlimited number of Orders and requests for Additional Services from Tilli.

Tilli also reserves the right to audit, particularly within the framework of the obligation of vigilance and the fight against hidden work during onboarding and throughout the duration of the collaboration.

For Tilli, this “onboarding” procedure consists of ensuring the quality of service offered to End Customers and Brands and compliance with labor law.

7.2 Service Provider Workshop Space

Once the Service Provider is registered on the Platform, he will benefit from access to the Service Provider Space, a personal space dedicated to the name of his company and on which he can:

- Accept Orders and requests for Additional Services where applicable;
- Manage your calendar and scheduled End Customer meetings;
- Consult the history of Services rendered to End Customers and Ancillary Services, as well as the corresponding invoices;
- View the monthly balance of your missions and earnings;
- Consult feedback notes & comments from its End Customers for each mission;
- Consult practical sewing guides (Help section);
- Contact Tilli;
- Get the latest news from Tilli.

In this context, the Service Provider undertakes to contact Tilli, in the event of an emergency or additional information required regarding his order.

7.3 Login ID and password security

The connection identifier and password are confidential and reserved for the personal use of the Service Provider, excluding any use made of them by third parties. Thus, the Service Provider undertakes to preserve the confidentiality of its connection identifiers and password and under no circumstances to transmit them to third parties. The Service Provider is presumed responsible for any action resulting from a connection to the Platform using its connection identifier, and therefore, Tilli cannot under any circumstances be held responsible for the consequences of this use.

In the event of loss of the password, the Service Provider has a dedicated link on the home page of the Platform "Loss of password". The Service Provider will then be asked to enter their email address and validate the page. Following validation of this page, an email will be sent to the address indicated, and the Service Provider will be asked to click on an activation link in order to verify the email address. The Service Provider will be sent to a page on the Platform where they can choose a new password.

In the event of unauthorized use of its password by a third party, the Service Provider is required to change this password via the dedicated page of the Platform.

7.4 Unsubscribe

The Service Provider has the right to request unsubscription from the Platform at any time by sending an email specifying the subject of its request to the following address: adjebbabi@tilli.fr.

8. The Service Provider undertakes in this context to finalize all Orders accepted prior to receipt of its unsubscription request by Tilli, under the conditions provided for in the CGS.

ACCEPTANCE OF ORDERS - RELATIONSHIP WITH THE END CUSTOMER

7.1 It is expressly recalled and accepted by the Service Provider that the Platform is strictly an online connection platform through which Tilli allows End Customers to enter into contact with Service Providers with a view to placing Orders. From then on, the Service Provider acknowledges that it is contractually linked to the End Customer within the framework of the execution of an Order. In this context, Tilli cannot be held liable for any damage caused to the End Customer and occurring on the occasion, in relation to or following the execution of the Services Ordered. However, in the event of a complaint relating to the Services Ordered, Tilli will take charge of managing the complaint on behalf of the Service Provider, under the conditions provided for in article 20 of the General Conditions of Service.

7.2 As soon as a Final Customer places an Order via the Platform, and depending on different criteria, such as the technical expertise requested (materials, type of clothing/accessories), and the areas served by the Service Provider, the Order will be offered to several Service Providers simultaneously meeting these criteria, and in order of priority to optimize their travel (for example, if they have other appointments close in time and/or close geographically).

The Service Provider selected by Tilli for the provision of the Services will be the first to accept the Order.

The Service Provider is perfectly free to accept or refuse to execute the proposed Order, for whatever reason. The Service Provider, operating through a commercial company, is in fact not bound by any employment contract or any relationship of subordination vis-à-vis Tilli and retains complete freedom in this matter.

In this context, the Service Provider has the option of specifying in its diary its constraints and/or personal travel to certain locations to facilitate its travel and acceptance of the Order.

The Service Provider enjoys the greatest independence in the organization of its activity and its legal structure. The Service Provider will alone determine its working methods and will bear the related costs alone.

The Service Provider will have no obligation, for its activities, to use the Platform, or to go through Tilli at a particular time or for a particular duration, subject to the provisions provided for in article 15 of the CGS.

The Service Provider is free to accept or reject Orders received via Tilli.

The Service Provider undertakes and guarantees, however, that it will only agree to carry out Services for which it has the experience, skills and know-how necessary for their perfect execution and to meet the needs expressed by the Final Customer. and for which he has the time necessary to meet the expected delivery time. In the case of a Service Provider operating in the name of their company, the service provider listed in the company's legal documentation is solely responsible for the proper execution of the service.

If the Service Provider accepts an Order, he must then confirm or not his availability and his wish to carry out the Services Ordered on his Service Provider Space. Upon receipt of this confirmation by Tilli, a confirmation and a summary are sent to the End Customer by email.

7.3 During the meeting, the End Customer may add other Services, not indicated in their initial Order - it will then be up to the Service Provider to accept or not these additional Services, and to finalize the Order on the Platform, by validating the Services finally ordered and the applicable Services Price.

It is specified that the Service Provider is free to set the final Service Price associated with the Services Ordered by the Final Customer, in accordance with article 12.1 of the CGS.

The contract between the End Customer and the Service Provider is formed after acceptance of the Services Price by the Customer, upon validation of the final Order taking place following the first meeting between the End Customer and the Service Provider. In this context, the Service Provider undertakes to have the Final Customer validate the indicative quote associated with the Order and finalized from its Service Provider Space. This agreement must be formalized by the electronic signature of the End Customer leading to acceptance of the quote which will become firm and definitive and sending to the End Customer an email summarizing their Order.

9. MODIFICATION - ORDER CANCELLATION - DELAY

9.1 Cancellation or modification of the appointment / Order by the End Customer

The Service Provider is informed that the End Customer may cancel an Order before the date and time of the meeting initially scheduled. In this regard, Tilli will immediately inform the Service Provider by email and undertakes to make its best efforts to propose a new Order to the Service Provider.

In the event of cancellation by the End Customer of a textile Order within 2 hours before the date and time initially scheduled for the first meeting with the Service Provider, compensation of 14 euros will be paid to the Service Provider.

In this case, Tilli cannot under any circumstances be held liable to the Service Provider for any direct or indirect damage occurring during the cancellation of the Order by the Final Customer or in connection therewith, including any possible resulting loss of profit.

9.2 Cancellation or modification of the Order by the Service Provider

The Service Provider undertakes to immediately inform Tilli in the event of unavailability or cancellation of the Order.

If the Service Provider cancels the textile Order, initially accepted via the Service Provider Workshop space with an explicitly defined handling date, within a period of between 3 p.m. and 2 hours before the agreed time, the Service Provider will be liable to Tilli for a sum of 25 euros including tax.

If the Service Provider cancels the textile Order, initially accepted and validated by email exchange or other channel outside the Service Provider Workshop space, within a period of less than or equal to 24 hours before taking charge of the Order, the Service Provider will be liable to Tilli for a sum equal to 50% of the estimate established for the order.

If the Service Provider cancels an appointment 2 hours before the agreed time for it, if he does not show up on the agreed date and time for an appointment, or if he cancels the Order subsequently at the meeting, the Service Provider will owe Tilli a sum of 25 euros, and the amount corresponding to the Contact Price that Tilli would have received under the Order concerned.

9.3 Delay in delivery of the Order

Failure to comply with the delivery date provided for in the Order by the Service Provider gives rise to the application of a late penalty set at 30% of the Services Price excluding taxes for a delay of between 1 and 7 days, at 50 % for a delay of less than 2 weeks, 100% for a delay of more than 2 weeks, without the need to complete any formality or formal notice and without prejudice to any damages that Tilli may request in due to the Service Provider's delay in executing the Order.

10. TERMS OF EXECUTION OF SERVICES

10.1 The Service Provider guarantees that he alone will attend the meeting, and that under no circumstances can he communicate the information concerning the End Customer which was communicated to him by Tilli to a third party, and/or entrust the Order to a third party.

10.2 When performing the Service, the Service Provider undertakes not to adopt hostile or discriminatory behavior and in particular, without this list being exhaustive, linked to religious affiliation, physical appearance, gender, ethnic affiliation. , sexual orientation, age and/or state of health, etc. Furthermore, the Service Provider undertakes to demonstrate punctuality and courtesy during its discussions and meetings with the Final Customer.

10.3 At the end of the Order, the Platform offers the Final Customer to respectively rate the Service Provider's services as well as to write comments.

Tilli is, in any event, never responsible for any opinion and/or rating that End Customers may give to the Service Provider.

11. SERVICES ANNEXES

Through its Service Provider Space, or directly by email, Tilli may offer the Service Provider to carry out Additional Services.

11.1 Service Boutique

The Service Provider may be contacted by Tilli to carry out Additional Services via the Tilli Boutique.

In this context, the Service Provider may provide Services to Boutique Customers (the "**Service Boutique** "). Please note that as part of the Boutique Service, any request from a Boutique Customer processed by the Service Provider will ultimately be processed via the Platform, and will be treated like any Order. In the case of a Store Service including a Multiple Order, each Order will be individualized by Tilli support, within the Service Provider Space and then processed as a classic Order. The Boutique Service may also be limited to the recovery of a single Order, pre-pinned in the Tilli Boutique. In this context, the Commission described in article 12.4 of the CGS will apply.

In this context, he will have the ability to dispose of the equipment made available to Tilli (the "**Tilli equipment** ") within the Tilli Boutique without obligation to use it and will generally retain all its autonomy in the execution of this Boutique Service.

The Service Provider acknowledges that in this context, the Price of the Boutique Service will be collected directly by Tilli, who will subsequently make a transfer to the Service Provider corresponding to the Price of the Boutique Service from which the Contact Price will be subtracted.

In this context, it is specified that in the event that the Service Provider offers a Final Customer to make appointments in store, outside of any Additional Service, the Service will be treated as a Store Service in terms of invoicing.

11.2 Services B2B

Tilli may contact the Service Provider to invite them to participate in "Pop-Up" events with Brands in order to provide B2B Customers with retouching, customization and other creation services, within their stores or a chosen dedicated space. by the Brand.

In this context, the Service Provider, alone or in cooperation with others, will carry out the B2B Services as a subcontractor of Tilli.

The B2B Services will be invoiced by the Service Provider to Tilli, according to an agreement previously agreed between the Parties.

11.3 Service Boutique B2B

Tilli may solicit the Service Provider as part of a Brand Offer consisting of the Service Provider collecting Orders directly from Brands, within their own store. In this context, the Service Provider will not be responsible for the first meeting, nor the validation of the quote, which will be carried out by the Brand itself, with the B2B Client.

The relationship between the Service Provider and the B2B Customer begins when the Service Provider collects the item of the Order from the Brand. From then on, the B2B Customer will receive information on the processing of their Order and on the Service Provider and the Order will be treated like any traditional Order.

12. OBLIGATIONS OF THE SERVICE PROVIDER

11.1 The Service Provider undertakes to deploy the necessary means to ensure the proper execution of the Services Ordered, the Ancillary Services and to respect the deadlines and delivery conditions provided for in relation to the Service accepted by the Service Provider. The Service Provider is solely responsible for the execution of the Services and guarantees that the materials and techniques used are appropriate, compliant with the rules of the art and any instructions formulated by the Final Customer, the Boutique Customer and/or the Brand.

11.2 The Service Provider undertakes to respect the legislation and regulations in force, in particular those relating to IT, files, freedoms, intellectual property and the rights of third parties, and is solely responsible for the compliance of its services and of its use of the Platform to the laws and regulations in force.

In particular, the Service Provider is solely responsible for the creations made during the execution of the Order and/or the creative or stylistic directives. The Service Provider guarantees that the creations made during the execution of the Orders do not infringe any third party rights and in particular intellectual property rights. Consequently, the Service Provider will indemnify Tilli against all third party actions, claims, actions, harm, liabilities, costs or damages resulting from the execution of the Order or arising from it, including and without limitation, any action in counterfeiting or unfair competition, the Service Provider taking sole responsibility for the costs of any negotiation or litigation initiated by or with respect to these third parties, without Tilli being held liable in any way. For all purposes, it is specified that the creations made as part of the execution of an Order escape any control of Tilli.

11.3 The Service Provider undertakes to carry out all the declarations and formalities necessary for its independent activity and to satisfy all its legal, social, administrative and tax obligations as well as all the specific obligations incumbent on it in application of the legislation including he depends as part of his activity. Tilli cannot be held responsible in the event of non-compliance with these obligations by the Service Provider.

The Service Provider is informed that the income he earns from the Orders he executes via the Platform and/or Tilli is likely to be subject to taxation due to his independent status and that he is therefore required to declare them to the competent tax administration. To find out more, the Service Provider can consult its obligations on the public service website: <https://www.service-public.fr/professionnels-entreprises>.

11.4 The Service Provider undertakes to inform Tilli of any change in status likely to have consequences on the Price of Services, such as non-liability or subsequent liability to VAT. In the event of being subject to VAT, the Service Provider will communicate to Tilli its intra-community VAT number. The Service Provider undertakes in particular to inform Tilli of its subsequent liability to VAT before the first day of the month during which VAT must

be applied. In the event that the Service Provider has not communicated this information to Tilli before this date, the Service Provider acknowledges that it will be personally liable for the VAT applicable to the Services Ordered.

13. CONDITIONS FINANCIERES

13.1 Pricing and billing

The Service Provider remains free in all circumstances to set the prices associated with the Services provided within the framework of an Order, in particular on the basis of the evaluation carried out during the meeting with the Final Customer.

By registering on the Platform, the Service Provider will nevertheless have access to Tilli's indicative price list, available via its Service Provider Space. The Service Provider undertakes, if possible and unless the nature of the Services requires it, to validate a final Service Price consistent with the grid, and in all cases to charge prices that are proportionate and not excessive with regard to the nature of the Services. Orders.

The Service Provider is informed that the Services Price will be paid directly by the End Customer to the Service Provider via the Platform, via the Mangopay payment platform (www.mangopay.com) provided by the company Mangopay SA, a company incorporated under Luxembourg law. .

Finally, it is specified that in any case, the Service Provider will receive remuneration which cannot be less than 14 euros including tax after payment of the Contact Price.

13.2 Offer

13.2.1 Brand Offer

The Service Provider is informed that in certain situations, Brands which have entered into a partnership contract with Tilli wish to offer their customers, who also become End Customers to the extent that they order Services via the Platform, part of the price retouching (the "**Brand Offer** »).

In this regard, it is expected that:

- in the event that the Brand Offer is less than or equal to the Connection Price, the payment conditions described in Article 12.1 will apply.
- in the event that the Brand Offer is higher than the Contact Price, the Service Provider will be paid by the End Customer via Mangopay the price remaining to be paid by the End Customer after application of the Brand Offer to the Total Price.

In this context, the difference between the Service Price due to the Service Provider, and the price paid by the Final Customer is covered by the Brand under the partnership contract concluded between Tilli and the Brand, and will be paid to the Service Provider directly by Tilli. (which will be responsible for obtaining the Brand Offer from the Brand) through indirect invoicing between the Service Provider and Tilli.

The Service Provider will thus invoice the entire Service Price to the End Customer in practice (even in the event that the Brand Offer is equivalent to the entire Total Price, and where the End Customer therefore has nothing to pay), but will actually receive part of the payment directly from Tilli under the Brand Offer.

13.2.2 Repair Bonus Offer

The services offered by Tilli include the implementation of a Repair Bonus. See terms of application and definition of terms in the appendix.

13.3 Billing mandate

The Service Provider gives Tilli, for the entire duration of its registration as a Service Provider on the Platform, an invoicing mandate for the Services provided to End Customers.

Under this mandate, Tilli takes care of the procedure for issuing invoices corresponding to the Services that the Service Provider provides to End Customers.

In this context, the Service Provider has a period of eight (8) days from the date of issue of the invoices on its behalf by Tilli to accept or contest them. At the end of this period, and in the absence of contestation of said invoice, the invoice will be considered as formally accepted by the Service Provider.

Copies of invoices issued by Tilli in the name and on behalf of the Service Provider may be sent by email to the Service Provider upon request, via its Service Provider Space.

As part of the invoicing mandate, the Service Provider retains full responsibility:

- its obligations in terms of invoicing, and its possible consequences with regard to value added tax;
- where applicable, payment to the Public Treasury of the value added tax corresponding to the Services invoiced in its name and on its behalf;
- to immediately request from Tilli any copy of an invoice not received;
- to report any modification in the information on the identification of his company;
- to keep any supporting documents relating to the execution of the Services, such as copies of the corresponding invoices, including in the event of an audit by the tax administration.

13.4 Commission Tilli

As part of the Services, part of the Service Price will be allocated to Tilli, according to the percentages below (the “**Commission**”), it being specified that the Commission is determined based on the methods of optimizing the acquisition or processing of the Orders concerned:

Service	Commission Amount
Standard service (rate applicable to any connection excluding B2B Services)	30% (minimum commission amount)
Pre-pinned order in Boutique Tilli	8% extra
Multiple Order	Additional 12% applicable on Order no. 2 and subsequent ones
Order made using Tilli Equipment	8% extra

Examples:

- The Service Provider accepts a classic Service request via the Platform. The Service Provider goes to the end Customer's home and validates an Order whose Service Price is 65 euros. The Commission will be equal to: 0.30×65 or 19.5 euros.
- The Service Provider collects an Order pre-pinned in the Tilli Boutique whose Service Price is €85. The Commission will be equal to: $(0.30 + 0.08) \times 85$ or 32.30 euros.
- The Service Provider collects a Multiple Order, pre-pinned in the Tilli Boutique, whose Service Price is, for Order 1*, 100€, for Order 2, 65€ and for Order 3, 85€. The Commission will be equal for Order 1 to $(0.30 + 0.08) \times 100$ or 38 euros, for Order 2 to $(0.30 + 0.12 + 0.08) \times 65$ € or 32.50€ and for Order 3 $((0.30 + 0.12 + 0.08) \times €85$ or €42.50.

* Order 1 will always be the one with the highest quote by default.

14. ASSURANCE

The Service Provider informs Tilli of any insurance policy taken out with a reputedly solvent insurance company covering its professional civil liability for any damage likely to be caused as a result of the performance of a Service.

15. LIABILITY – GUARANTEE

14.1 It is expressly recalled and accepted by the Service Provider that the Platform is strictly an online connection platform through which Tilli allows End Customers to enter into contact with Service Providers with a view to placing Orders.

The Service Provider is solely responsible for all of the Services that it performs on behalf of a Final Customer and uses the Platform under its exclusive responsibility.

In this context, the Service Provider is solely responsible for the care given to the End Customer's goods, for their proper maintenance and conservation and for any possible transport of said goods. The Service Provider will therefore be solely responsible in the event of destruction, deterioration or loss of clothing entrusted by the End Customer.

The Service Provider will guarantee Tilli against all claims, actions, harm, liabilities, costs or damages resulting from the execution of the Order or arising from it, including and without limitation, its defect in particular due to a defect in the performance, and against any claims relating to the quality or durability of the Services performed and to material damage caused thereby.

Tilli therefore does not guarantee and cannot under any circumstances be held liable to anyone, in particular to a Final Customer or a Service Provider, without limitation, of:

- the accuracy, completeness and/or timeliness of the information and data provided by the Service Provider;
- the accuracy of the information provided by the Service Provider on its administrative, legal and tax situation;

- the satisfaction of the End Customer, the aptitude, quality and/or suitability of a Service Provider and/or the execution of a Service by a Service Provider to a service sought by the End Customer or to an Order for which the Final Customer would hire it;
- of any Service provided by the Service Provider, the latter declaring and guaranteeing that it does not infringe any third party rights and complies with all applicable legal and regulatory provisions;
- the choice of a Service Provider by the Final Customer for the completion of an Order;
- any damage whatsoever resulting from any fault or behavior of any Service Provider or End Customer;

and, in particular, Tilli declines all liability for any loss of profits, income, opportunities, data, any errors, omissions, losses or delays, shortfalls, loss of image, expenses, etc., or arising on the occasion, in relation to or following the use of the Platform and/or the Services by the Service Provider and any direct or indirect, special or incidental damages that may result therefrom.

14.2 Tilli will do its utmost to ensure that the Platform functions correctly at all times and allows Users access to the Platform. However, interruptions may occur for maintenance or update reasons, in the event of emergency repairs or in the event of failure of telecommunications systems or other technical problems beyond the control of Tilli. Tilli cannot be held responsible in the event of force majeure, computer attack (piracy, hacking, etc.), breakdown (or malfunction) of equipment (in particular computers), telecommunications and computer networks (in particular internet) or electric current, etc., in particular when these events result in a delay, a lack of execution or an interruption of access to the Platform. Generally speaking, Tilli cannot be held responsible for a failure which is not its fault.

Tilli may also temporarily suspend or limit access to the Platform, immediately and without prior notification, when Tilli considers, in its sole discretion, that the Platform is experiencing or will experience a serious threat to data security and/or of its system (e.g. security flaw which could for example come from the antivirus or operating system publisher, etc.).

14.3 Tilli's liability can only be incurred in the event of non-performance of its commitments resulting from the General Conditions of Service and is limited to direct and personal damage suffered by the Service Provider, to the exclusion of any indirect damage, of whatever nature. it would be.

16. NON-MARCHING

15.1 The Service Provider undertakes (i) not to approach or otherwise contact directly or indirectly a Final Customer for whom it has carried out a Service using information collected via the Platform or communicated and/or collected as part of the execution of the Services by the latter nor (ii) to be entrusted directly or indirectly with a Service by such a Final Customer, without going through the Platform and/or Tilli and this, for a period of eighteen months from the completion of said Service.

15.2 In the event of non-compliance with this commitment, the Service Provider must pay Tilli a penalty equal to 50% of the order placed without its intermediary. This penalty will be due automatically and upon receipt of formal notice and without prejudice to any damages and interest that Tilli may seek to compensate for its loss.

17. PERSONAL DATA

As part of and for the purposes of carrying out the Services, Tilli communicates to the Service Provider personal data concerning End Customers. In this regard, in the same way as Tilli, the Service Provider acts as data controller, with regard to the regulations applicable to data protection, and in particular Regulation No. 2016-679 of April 27, 2016 (the "GDPR"), and Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms, as amended.

The Service Provider therefore undertakes to process the personal data of End Customers in accordance with the regulations applicable to data protection, and to use them only for the purposes of executing Orders, and for no other purpose. The Service Provider guarantees Tilli against any claims or complaints from End Customers concerning the processing of their personal data by the Service Provider.

18. INDEPENDENCE OF THE PARTIES

The parties will act at all times completely independently of each other and no provision of the General Conditions of Service may be interpreted as creating any subsidiary or joint venture or de facto company created between the parties.

19. DIVERS

18.1 In the event that any of the stipulations of the General Conditions of Service would be considered to be void, illegal or unenforceable by a competent court or by an authority having jurisdiction to do so, or in application of a legislative or regulatory text in force, the contractual stipulation concerned will be deleted without the validity or enforceability of the other stipulations of the General Conditions of Service being affected, subject to the maintenance in force of the essential provisions of the General Conditions of Service. The parties will consult and negotiate in good faith in order to try to find the means to implement the object pursued by this stipulation.

18.2 The fact for one of the parties not to exercise a right or not to request from the other the execution of an obligation incumbent on the latter under the General Conditions of Service, will not constitute a waiver of the exercise of this right or the performance of this obligation, nor does it exempt the defaulting party from future performance of its obligations under the Contract in accordance therewith.

18.3 The execution of the Services and/or the use of the Platform does not entail any transfer of any intellectual property rights relating to any of the elements or content of the Platform, of which Tilli is the sole owner, for the benefit of the user ; any extraction, reproduction, compilation or reuse not expressly authorized constitutes an infringement of Tilli's rights.

18.4 The Service Provider expressly authorizes Tilli to reproduce the photographs it has taken of the creations, and in particular but not limited to retouching, transformations and embroidery, carried out in execution of the Order on all of its communication media, whatever in either the nature or the media and in particular on the internet and on any promotional medium and this, free of charge. As such and considering that such photographs and/or these creations are considered protectable under copyright, the Service Provider therefore grants Tilli a non-exclusive and free right, for the entire world or for the duration legal protection, reproduction, representation and adaptation of these photographs by all means, both current and future, and in any form or medium whatsoever (already known or subsequently discovered). This right implies in particular the right for Tilli to

publish, distribute, edit any website, document or any object incorporating a reproduction of all or part of these photographs.

18.5 In accordance with the provisions of article 1126 of the Civil Code, the Service Provider expressly accepts the use of electronic mail for the communication of all information necessary or requested for the conclusion of the Contract or that which is sent during its execution.

20. TERMINATION

19.1 The Contract will be terminated automatically if during its execution one of the parties does not respect its contractual obligations and does not remedy its breach within seven (7) days of receipt of a registered letter with acknowledgment receipt sent by the other party putting it on notice to perform the obligation incumbent upon it.

19.2 The Service Provider may, at any time, subject to thirty (30) days' notice, and the execution of current Orders, decide to unsubscribe from the Platform and thus terminate the Contract. To this end, the Service Provider formally informs Tilli by email, and/or via its Service Provider Space.

21. MANAGEMENT OF DISPUTES BETWEEN SERVICE PROVIDERS AND END CUSTOMERS OR BRANDS

21.1 General provisions

In order to facilitate the resolution of disputes between Service Providers and End Customers, Tilli has set up a centralized dispute management service. In this regard, the Service Provider expressly mandates Tilli to manage intermediation on its behalf in the context of a dispute with a Final Customer.

As part of the resolution of disputes, Tilli undertakes to notify the Service Provider of any dispute, and to obtain from it all necessary information in connection with the dispute in order to be able to find the best outcome. In particular, Tilli undertakes not to compensate the End Customer before having previously discussed with the Service Provider the circumstances of the dispute.

21.2 Detailed procedure

In the event of a dispute emanating from a Final Customer, the following procedure will apply depending on the applicable situation:

- In the event that an adjustment of the Product remains possible:
 - Tilli undertakes to ensure amicable management of the dispute by proposing that the Service Provider adjust the Product during a new meeting. In this context, the Service Provider agrees to cover all costs associated with this request, and in particular its travel costs to the End Customer (or to the Brand) and labor costs.
 - If the End Customer refuses the Service Provider's intervention, Tilli undertakes to continue the amicable management of the dispute and will have the option of appointing another Service Provider to make adjustments to the disputed Product. In this case, Tilli reserves the right to suspend payment from the Service Provider or to request from the Service Provider reimbursement of the costs which will be incurred by Tilli in the context of the management of the dispute, and in particular, the costs associated with the intervention of a new Service

Provider. Tilli simply undertakes to take charge of organizing an adjustment with another Service Provider. Furthermore, the Service Provider undertakes to pay the Final Customer the total price of the Order relating to the Product in dispute, without being able to claim any compensation from Tilli. Tilli reserves the right to postpone this remuneration of the initial Service Provider to compensate the remuneration of the new Service Provider who will ensure the adjustment.

- In the event that an adjustment of the disputed Product is impossible even after the third meeting between the Service Provider and the Customer or if the damage to the Product is irreversible :

"It is specified that during each return made to a Final Customer following a dispute, Tilli will provide the Service Provider with the possibility of offering a commercial gesture in the form of a promotional code. The Service Provider may then apply this commercial gesture as compensation to the Final Customer during their meeting, which he undertakes to communicate to the Final Customer during their meeting."

In the event that the Service Provider's company does not benefit from self-employed or EURL status, Tilli's insurance cannot cover the actions of other companies or final compensation in the event of litigation.

Tilli will manage the intermediation with the end customer and financial compensation for the dispute with Tilli will be the responsibility of the service provider.

22. APPLICABLE LAW - DISPUTES

The General Conditions of Service and the operations resulting from them are subject to French law. They are written in French. In the event that they are translated into one or more languages, only the French text will be authentic in the event of a dispute.

Any dispute or litigation arising from the interpretation, validity, formation, execution and/or expiry of the Contract will be the subject of an attempt at amicable settlement between the Parties.

In any event, in the absence of an amicable solution reached between Tilli and the service provider, within one month, any dispute or litigation resulting from this contract will be under the exclusive jurisdiction of the Paris Commercial Court, including including in the event of summary proceedings, third party appeals or multiple defendants.

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ANNEXES

Repair Bonus

1. What is the Repair Bonus?

The Repair Bonus is financial assistance for repairs put in place by the government as part of the AGEC law (Anti-Waste Law for a Circular Economy). Thanks to this aid, consumers can benefit from discounts ranging from €6 to €25 on certain textile and shoe repairs. This financial incentive aims to encourage more people to choose repair rather than replacement of their clothing and shoes.

The Repair Bonus is financed by the Repair Fund, which comes from the sale of new clothes and shoes. When purchasing a new product of this type, an eco-contribution is systematically included in the price. This envelope is then donated to eco-organizations, such as Refashion, which finance the Bonus.

2. How does Tilli operate it for its Service Providers?

By obtaining the Refashion label for its entire platform, Tilli opens eligibility for the Repair Bonus to its network of existing Service Providers, but also to any new entrant. This means that by collaborating with Tilli, any service provider is automatically certified and thus, without having to contact Refashion, can offer the application of the repair bonus to the end customer. TILLI commits to them alone bearing the risk of cash flow mismatch (WCR) linked to the application of the Bonus, thus avoiding an administrative and financial burden that can be off-putting for these often independent professions.

3. Responsibility of the Service Provider

The condition for applying the Repair Bonus lies in the ability to prove the need for an eligible service on clothing or shoes. For this, photos of the repair before and after are requested and condition the payment of the bonus. In the absence of these photos, the Service Provider's remuneration may be called into question. It is the responsibility of the Service Provider to ensure the proper collection and transmission of these photos using the Service Provider Workshop space or the "Communication" page made available on the Tilli.fr website.