

Terms of Service

Applicable to 23 May 2023

These general conditions of use are applicable to the website accessible at the address www.tilli.com, the Tilli mobile application, the Tilli plugins deployed on partner sites, and the Tilli platforms made available to partner brands (hereinafter referred to as "**Site**"), operated by the Tilli company, simplified joint stock company registered in the Trade and Companies Register under number 825 038 938 RCS Paris, with share capital of €20,939, whose head office is located 14 rue de Naples, 75008 Paris (hereinafter "**Tilli**").

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PREREQUIS

The User confirms having read, understood and accepted the entire General Conditions of Use before any use of the Site and undertakes to respect them.

Article 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 Use:

« *Client Final* »: User using the Site in order to have one or more Services carried out via the Site - all Customers must register on the Site and accept the General Conditions of Sale https://tilli.fr/CGV_Tilli_20230523.pdf.

« *General Conditions of Service* »: the general conditions of service applicable to the contractual relations between Tilli and the Service Provider, and which supplement the General Conditions of Use

« *Terms of Sales* »: the general conditions of sale applicable to orders placed by a Final Customer on the Site, and which supplement the General Conditions of Use

« *Terms of Service* »: the general conditions of use of the Site applicable to all Users and which supplement the General Conditions of Sale

« *CONTRACT* »: the whole constituted by the General Conditions of Sale and (i) the General Conditions of Use, as regards the Final Customer, or (ii) the General Conditions of Service, as regards the Service Provider

« *Data* »: All information and data of a User, communicated by the latter to Tilli via the Site, or available on public websites, or generated by the use of the Site or processed by Tilli

« *Provider* »: professional service provider who works independently and on his own account and provides one or more Services entrusted by a Final Customer via the Site - all Service Providers must register on the Site and accept the General Conditions of Service

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

« *User* »: any person using the Site or a Service.

Article 2 – General information

2.1 Access to the Site, its use and its content are subject to these General Conditions of Use. Any access and use of the Site entails the express and unreserved acceptance of all of these General Conditions of Use by the User.

2.2 The General Conditions of Use may be modified at any time. The User thus undertakes to check the General Conditions of Use regularly and to comply with them.

2.3 Tilli reserves the right, without prior information to the User, to modify or improve existing functionalities or to add new functionalities.

2.4 The User can contact Tilli for any questions relating to the Site by writing an email to the address "contact@tilli.fr"

Article 3 - Presentation and content of the Site – Intellectual property

3.1 Tilli is the sole owner of all intellectual property rights relating to the Site (including all its contents and functionalities, its general structure, software, texts, animated or still images, sounds, know-how, creations, drawings, illustrations, logos, graphic elements, brands and other distinctive signs, presentations, articles, files available for download, etc. and, more generally, all elements making up the Site) and the database (including its architecture).

3.2 The User has an individual and private right of use, non-exclusive and non-transferable. The representation, reproduction or exploitation in any manner whatsoever of all or part of the Site, by any process whatsoever, as well as any use of the content of the Site for purposes other than individual and private consultation, without express prior authorization from Tilli, is prohibited and constitutes an infringement punishable by the intellectual property code.

The General Conditions of Use do not imply any transfer or license of any intellectual property right for the benefit of the User apart from the right to use the Site in accordance with all the stipulations of the General Conditions of Use .

Article 4 – Access to the Site

4.1 To access the Site, the User must have internet access. Tilli undertakes to implement all means at its reasonable disposal to ensure that the Site is accessible to Users at any time, 24 hours a day, 7 days a week, with the exception of maintenance periods. However, access to the Site may be slowed down or temporarily interrupted for technical reasons, failure or disruption of telecommunications systems beyond the control of Tilli or necessity linked to the service and in particular in order to ensure the maintenance of Tilli's servers, the maintenance and updating of the Site, etc., Tilli cannot be held responsible for this.

4.2 Tilli may temporarily suspend or limit access to the Site, immediately and without prior notification, when Tilli notices a security breach likely to seriously compromise the security of the Data and/or Tilli's server.

Article 5 – Prohibited behavior

The Site is an automated data processing system. Any fraudulent access or maintenance within the latter is prohibited and criminally sanctioned. The same applies to any hindrance or alteration of the functioning of this system, or in the event of introduction, deletion or modification of the data contained therein. Thus, Users undertake not to disrupt the proper functioning of this automated data processing system, and in particular not to introduce viruses, nor to damage, illegally access or modify the data stored on the Site.

Users must not systematically extract and/or reuse parts of the content of the Site without the prior written authorization of Tilli. In particular, Users are prohibited from using a data vacuum robot, or any other similar data collection tool to extract or reuse part of the elements contained on the Site.

Article 6 – Personal data – Data Protection Act

6.1 The Data and information transmitted by the User when registering, when browsing the Site, or when using the Site and/or the Services include personal data. This personal data includes in particular:

- the information collected in the Customer form, or Service Provider form when registering on the Site;
- any information, data or content provided or generated by the User when using the Site (e.g.: IP address), implementing any online form, contacting support;
- any information, data or content provided or generated by the User when using the Services (e.g. order history).

Tilli, as responsible for processing this data, informs Users that these personal data are collected, recorded, used and are subject to computer processing, under the conditions defined below.

6.2 Personal data is intended for Tilli, Service Providers and End Customers, Tilli's partner brands within the framework of brand offers, as well as any subcontractor to which Tilli may call, acting on its instructions and on its behalf, and, where applicable, to Tilli's external advisors (lawyers, accountants, etc.).

Personal data is necessary for the purposes of:

- **the execution of a contractual obligation between Tilli and the End Customers and/or Service Providers**, notably :
 - allow Tilli to contact End Customers wishing to obtain a Service;
 - allow Tilli to contact the Service Providers in the context of a Service search by an End Customer;
 - analyze the needs of Users in accordance with the purpose of the Site;
 - ensure processing, monitoring and connection between Users;
 - communicate to the Service Provider the information relating to the End Customer necessary for the execution of the Services;
 - communicate to the End Customer the information relating to the Service Provider necessary to finalize the Services Order;
 - ensure invoicing and payments for the Services;
 - enforce the General Conditions of Use, General Conditions of Sale, and General Conditions of Service.
- **the realization of Tilli's legitimate interest, consisting of the improvement of its services, and the loyalty of its End Customers:**
 - communicate to the User information relating to the Site or to Tilli, in particular its updates, newsletters, offers, news, etc.

If this personal data is not collected, Tilli cannot ensure the proper achievement of these purposes and certain services may be inaccessible.

6.3 Personal data is kept for a period of three years from the end of the contractual relationship, and where applicable for the applicable limitation periods.

In accordance with the applicable regulations, and in particular the General Data Protection Regulations (“GDPR”), and the “Informatique et Libertés” law of January 6, 1978 as amended, the User has a right of access, rectification and erasure of Personal Data concerning him, and in certain circumstances, the right to request limitation of processing, portability of his personal data, or to oppose their processing for reasons relating to his particular situation. The User also has the right to define directives relating to the fate of his personal data after his death.

If used for marketing purposes, the User may object at any time and without reason to the processing of their personal data.

The User can exercise these rights at any time and for the future by sending an email to the following address: contact@tilli.fr, indicating their last name, first name and email address. It is specified that in the event that the User requests the deletion of their data, the services, the personal data of which are necessary for their execution, may cease.

The User is informed that in the event of a complaint, he can submit a complaint to the CNIL.

To know more, consult your rights on the CNIL website <<https://www.cnil.fr/fr/comprendre-vos-droits>>.

6.4 The data transmitted by the User as part of the use of the Site is kept by Tilli under reasonable security conditions. Tilli will make its best efforts to preserve the security of Users' personal data and in particular to prevent them from being distorted, damaged or accessible to unauthorized third parties.

6.5 Tilli is authorized to communicate the User's personal data when this data must be revealed following a judicial or administrative injunction or when their communication is necessary for Tilli to ensure its defense in the context of a judicial or administrative procedure.

Article 7 – Cookies

The User is informed that during his visits to the Site, a cookie may, subject to his agreement, be installed on his browser software. A cookie is a tracer placed on the User's terminal which is used to record information relating to the User's navigation on the Site.

The cookie is intended to record information relating to the User's navigation on the Site and to facilitate and improve subsequent uses of the Site (personalization of the content of the Site, memorization of login and password, geolocation). The retention period of this information is one (1) year from the User's consent.

The User can oppose the recording of cookies and change their browser settings by clicking on the link relating to cookie settings. However, in this case, Tilli cannot guarantee the proper functioning of all of the Site's functionalities.

The continuation by the User of his navigation on the Site constitutes agreement to the deposit of cookies on his terminal.

Article 8 – Third party website

The Site may contain links to third party websites that are not owned or controlled by Tilli. Tilli assumes no responsibility for the content, privacy policies, or practices of third party websites. By using the Site, the User accepts that Tilli cannot be held liable due to its use of third-party websites.

Article 9 – Limitation of Liability

9.1 Tilli cannot under any circumstances be held liable to anyone for any indirect damage including, without limitation, viruses, computer defects or malfunctions, loss of customers or profits, income, opportunities, data, any errors, omissions, losses or any delays, whether the damage is caused in any way whatsoever on the occasion of, in connection with or as a result of the use of the Site or any content or other item accessible or downloaded from the Site.

9.2 Tilli does not guarantee, in any way, that the Site is free of any malicious computer code, including but not limited to computer viruses. Tilli cannot be held liable in the event of damage or deletion of data caused by malicious computer codes.

9.3 Tilli does not guarantee the complete accuracy, completeness or timeliness of any data or information accessible from the Site or uninterrupted access to it and any warranty, explicit, implicit or legal, including any warranty of quality or fitness for a specific purpose, is expressly excluded.

9.4 The user is solely responsible for the use he makes of the Site and all of the Data and content that he communicates, transmits on the Site or that he exchanges with other Users and for any other action of its part on the Site. The User indemnifies Tilli against any claim or action by third parties in this regard and Tilli cannot under any circumstances be held responsible for any direct or indirect damage arising from the User's use of the Site. The User acknowledges and accepts that Tilli has no obligation to monitor or control the Data and information communicated, transmitted, exchanged on the Site or via the Site.

Tilli reserves the right to take legal action against any offending User in order to obtain compensation for its own damage.

Article 10 – Divers

10.1 In the event that any of the stipulations of the General Conditions of Use 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 Use being affected, subject to the maintenance in force of the essential provisions of the General Conditions of Use.

10.2 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 Use, will not constitute a waiver of the exercise of this right or the execution of this obligation, nor exemption of the defaulting party from the future fulfillment of its obligations.

Article 11 – Applicable law – Disputes

The law applicable to the General Conditions of Use is 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.

Subject to applicable legal provisions, any claim or dispute arising from the validity, interpretation or execution of the General Conditions of Use will be submitted to the competent courts within the jurisdiction of the Paris Court of Appeal, under the conditions of common law. In the event that the User is a consumer, he may also refer the matter to the courts of his domicile.