

# GENERAL TERMS AND CONDITIONS

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The site [www.videdressing.com](http://www.videdressing.com) is edited by LBC France, a simplified joint-stock company with capital of 3.252.490 euros.

Registered in the Paris Trade and Companies Register under no. 521 724 336

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# General Terms and Conditions of the Site

The site [www.videdressing.com](http://www.videdressing.com) (hereinafter referred to as "Videdressing") is edited by LBC France, a simplified joint-stock company with capital of 3.252.490 euros, registered in the Paris Trade and Companies Register under number 521 724 336, identified under the Intra-community VAT number FR32521724336, which has its registered office in Paris (75002), 24 Rue des Jeûneurs.

The Site connects Sellers and Buyers wishing to sell second-hand fashion items (hereinafter, the "Items"). The Sellers and Buyers may hereinafter be referred to by the term "Users".

The Site acts as an intermediary between the Buyer and the Seller. When a User purchases an Item, the payment of such User is retained by Videdressing. This sum is paid to the Seller when the Buyer confirms receipt of the Item and satisfaction with it.

The Site acts only as an intermediary and cannot be held liable for disputes.

These General Terms and Conditions are intended to define the Site's terms and conditions of use and sale for the Users.

## Definitions

Advert: offer for sale of one or more Item issued by the Seller on the Site.

Boutique: groups together all items offered for sale on Videdressing by the same Seller and provides information about the Seller. This page is public.

Buyer: The User, aged 18 or older or the legal representative of a legal entity, who has purchased one or more Item.

Catalogue: all items offered for sale on Videdressing by the entirety of Sellers.

Certificate of Conformity: a paid option offered to Sellers, in the context of an Order, to have their Item(s) physically checked by Videdressing prior to shipment to the Buyer. The Certificate of Conformity has no legal value.

Commission: the amount received by Videdressing in return for the sale of an Item by a Seller.

Delivery address: the postal address filled in by the Buyer at the time of the Order, to which the Item ordered by a Buyer will be delivered by the Seller.

Item: object within the fashion categories, placed for sale by a Seller on the Site, meeting the criteria defined in Article 3 of these General Terms and Conditions, and which serves as the basis of the contract between the Seller and Buyer.

Method of delivery: final shipping method and chosen by the Users, via Colissimo with tracking, DHL, Mondial Relay, Colissimo against signature and/or insurance, Lettre Suivie or in certain particular cases, with any other carrier.

Money Back Guarantee: possibility for a Buyer unsatisfied with his/her Order to declare on the Site within 48 hours of receipt (including weekends and holidays), his/her dissatisfaction and the reasons for such dissatisfaction in order to proceed with the return of the Item.

Order: purchase of an Item by a Buyer from a Seller on Videdressing.

Parcel: package carefully packaged by the Seller, marked with the Delivery Address of the Buyer and containing the item(s) ordered by the Buyer.

Personal delivery: option offered to the Seller when creating the Advert and can be selected by the Buyer to receive the Ordered Item by hand, thus saving the amount of Shipping Costs.

Prepaid shipment label: shipping label generated by Videdressing for the dispatch of one or more Items in the context of the Certificate of Conformity or a delivery by Mondial Relay.

Price of the Item: price offered by the Seller for the sale of an Item. It serves as the basis for the calculation of the Videdressing's Commission and Service charge. It does not include the Shipping costs, Purchase vouchers, Remittance vouchers or any other discount.

Professional Seller: User acting in the context of his/her professional or commercial activity who offers one or more Item(s) for sale.

Promotional Programme: programme limited in time that decreases the price of the Items for sale or the assumption of the Shipping costs by the Seller.

Proof of Parcel Shipment: proof of deposit of the Parcel delivered by the carrier.

Purchase offer: irrevocable offer to purchase one or more Item(s) issued by a Buyer on the Site in response to one or more Adverts of one or more Seller(s).

Purchase voucher: discount to be redeemed when placing one or more Orders on [www.videdressing.com](http://www.videdressing.com).

Referral Programme: a programme that allows Users to obtain benefits by having the Site discovered by a non-registered user so that such user becomes, in turn, a User of the Site.

Referred User: non-registered user of the Site, contacted by his Referring User to participate in the Referral Programme and whose email address used was collected by the Referring User in strict compliance with the applicable legal provisions and, in particular, the European Regulation of the European Parliament and the Council of April 27 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data.

Relisting an Item for sale: possibility for a Buyer who is not satisfied with his/her Item and who has declared his/her dissatisfaction within 48 hours after receipt to resell the Item free of charge, with no relisting fee or Commission.

Remittance voucher: e-mail containing a code, sent to the Buyer when confirming the availability of the ordered Item. This code is sent by the Buyer to the Seller in the context of a personal delivery and enables the Seller to be paid.

Sale price in the store: sale price of the Item in store as indicated by the Seller. This price is not verified by Videdressing.

Seller: a User who offers one or more Item(s) for sale. The Seller can be either an individual or a professional.

Service charge: Videdressing's usage fees that correspond to a percentage of the Item Price. They are borne by the Buyer at the moment that the Order is placed and are final when a sale is completed.

Shipping costs: shipping costs set by Videdressing, based on the shipping rates according to the method of delivery chosen by the Users.

Site: the websites accessible at the following URLs: <http://www.videdressing.com> and <http://m.videdressing.com>, as well as through the mobile Videdressing iOS and Android applications, managed by LBC France.

The Wallet: payment account opened on the Site by and on behalf of the User, on which the sums related to its sales are paid.

Transaction Price: price paid by the Buyer. It includes the Item Price, plus Shipping costs and Service charges.

Under moderation: Advert created by a Seller and detected by the algorithm as problematic. This Advert is placed on hold until validated by the anti-counterfeiting team.

User: a person who has a Videdressing account to buy and/or sell one or more Item.

Videdressing: Service edited by the company LBC France through the website [www.videdressing.com](http://www.videdressing.com) and its mobile applications.

Visitor: non-registered surfer browsing the Site and who declares by accessing and using the Site to have read these General Terms and Conditions and to expressly accepted them without reservation and/or modification of any kind.

## **Article 1 - Registration on the Site**

### **1.1 - Registration conditions**

The User must be 18 years old or be the legal representative of a legal entity.

### **1.2 - Opening an account**

To register on the Site, the User must create an account using his/her email address or by using the Facebook Connect function.

In the first case, the User will complete the fields on the Site registration form and provide complete and accurate information. Among the mandatory fields, the User must indicate his/her civil status, first name, user name, country, e-mail address and password.

In the second case, the User will be asked to allow Videdressing to access certain information from his/her Facebook account, including his first and last name, Facebook ID, e-mail address, sex, date of birth, profile picture and other information made public on the User's account. This information will be used for the automatic creation of the User's Videdressing account.

### **1.3 - Creating a Boutique**

After registration on the Site, the User is assigned a Boutique. The name chosen by the User during registration will be publicly displayed on the Boutique.

The information entered by the User and displayed publicly on the Boutique includes the following:

- Name of the Boutique;
- City and Country;
- Date of registration;
- Capacity of the Seller (individual or professional);
- Profile picture of the User;
- Number of items for sale and already sold
- Rating, and;
- Description written by the User.

Depending on the activity of the User on the Site, the Boutique may also contain other information such as Items already sold by the User or his/her rating by other Users.

### **1.4 - Obligations of the User**

The User undertakes to update the information provided on Videdressing as soon as possible. The User is solely responsible for the possible consequences of not updating such information.

The User undertakes to not provide his/her contact information (telephone, address, e-mail, etc.) in his/her Adverts, questions and answers relating to such Adverts, or in the name or description of his/her Catalogue.

Videdressing may, if necessary, delete this information without having made a prior request to the User. The User agrees to not directly contact other Users outside of the space for comments provided for this purpose on the Site.



Once an Item has been sold on the Site, the Buyer agrees that his/her first and last name, Delivery Address, e-mail address and telephone number, if the personal delivery option was selected, may be communicated to the Seller.

Users undertake to keep this information confidential and not disclose it. They undertake to not infringe on the privacy of the other Users and to not send them any message, object, documentation including advertising, by any means whatsoever (in particular, by mail, telephone or electronic means).

The User agrees to not disclose his/her username and password to third parties. If a User uses his/her account, even without such User's knowledge, by someone using his/her password and pseudonym, such User will bear the consequences of this use alone. In the event that the User becomes aware of the fraudulent use of the Site under his/her identity, the User will immediately inform Videdressing.

The User agrees to not create or use accounts other than the one the User initially created, whether under his/her own identity or that of third parties.

The User agrees to not place on the Site, particularly through comments, anything contrary to morality, or anything offensive, defamatory or damaging the reputation of other Users. The User is prohibited from publishing photographs containing inappropriate content (nudity, violence, etc.).

In the event of the non-compliance with one of these obligations, Videdressing reserves the right to delete the User's account.

## **Article 2 - Protection of personal data**

In connection with the use of the Site, LBC France uses the personal data of Users. To learn more about how your data is used by LBC France, please see the Privacy and Cookie Policy on Videdressing. By using the Site, you agree to our Privacy and Cookie Policy accessible at [videdressing.com/static/privacy.html#privacy\\_retention](https://www.videdressing.com/static/privacy.html#privacy_retention).

## **Article 3 - Items placed for sale**

### **3.1 - Listing an Item**

Any Item offered for sale on the Site must correspond to immediately available material property. The Seller must have full ownership of the Items, with the exception of Professional Sellers having a deposit-sales activity and mandated by the owner of the Item, and the ability to sell them.

The User may only place fashion Items for sale on the Site. The User undertakes to inform the Buyer of the precise features of the Item. The description and the elements of the offer must be accurate and not mislead the Buyer. The Advert must reflect any changes in the characteristics of the Item and the Seller agrees to delete his/her Advert if the Item is no longer available for sale.

Lingerie items, swimwear, socks and tights and nightwear may be placed for sale on our Site.

These second-hand Items may only be offered in "new condition" or "very good condition".

The adverts published on Videdressing can also be listed on leboncoin.fr, a website for posting and responding to classified ads, which is also owned by LBC France. Users will be either notified of this multicast by email or will be informed upon submission of their advert.

### **3.2 - Obligations of the User**

The Seller agrees to not list Adverts that do not fall within the fashion categories. Videdressing reserves the right to delete the Adverts at issue.

The Seller is responsible for the content of the Advert and the communications relating to the Advert with other Users. It guarantees LBC France, editor of the Site, of any complaint relating to the content of the Advert.

Seller agrees to keep the Boutique up-to-date and to remove Items that are no longer available.

The Seller also agrees that the Items are not defective, including those that are stained, torn or punctured.

The Seller undertakes to publish only photos of the Items that they themselves have taken. Thus the use of photos not subject to copyright is strictly prohibited. Therefore, Videdressing reserves the right to remove any photos from the Site that have not been taken by the Seller.

Videdressing may ask the User to modify his/her Advert, especially if it is incorrect or does not comply with these Terms and Conditions.

The Seller undertakes to place for sale only one Advert per Item. If the Seller has inventory greater than one unit, the Seller must indicate this in the Advert. Videdressing reserves the right to delete multiple Adverts for the same Item.

In the event of the non-compliance with one of these obligations, Videdressing reserves the right to delete the User's account.

### **3.3 - Sale prohibitions**

The Seller undertakes to only offer photos of Items in the fashioncategory. It is therefore forbidden to offer the following types of Items for sale, without this list being exhaustive:

- Batch of Items
- Electronic items including, in particular, straighteners, curling irons, epilators or hair dryers
- Promotional items offered by brands, especially for buying cosmetics

- Perfumes and cosmetics
- Items prohibited by law, including wolf fur and elephant hair

### **3.4 - Anti-counterfeiting**

Videdressing, through the company LBC France, is signatory since 2012 of the Charter for fighting counterfeiting on the Internet drafted under the auspices of the Minister of Industry, Energy and Digital Economy.

The Seller will refrain from offering Items for sale whose provenance the Seller is unaware or whose provenance is doubtful. The Seller thus undertakes to not list Adverts relating to counterfeit Items.

Videdressing reserves the right to inspect the Advert and require the Seller to provide additional information or photographs (e.g.: serial number, invoice, authenticity card). The Videdressing algorithm automatically places the detected Adverts on hold as problematic. The Adverts display the status "Under moderation".

In the case of the sale of a counterfeit Item, Videdressing reserves the right to delete the Advert.

Certificates from independent firms are not accepted as proof of authenticity.

Users undertake to immediately inform Videdressing as soon as they find that an Advert does not comply with the provisions of this Article.

In the event of the sale of one or more infringing Items, Videdressing reserves the right to permanently delete the User's account and take any measures, including judicial, to prevent the re-registration of this User.

In order to ensure the reimbursement of the Buyers, Videdressing, through the company LBC France, also reserves the right not to proceed to the transfer of the amount appearing in the Wallet of the deleted User, to his bank account.

### **3.5 - Determination of the Sale price**

The Seller is solely responsible for determining the Price of the Item. Videdressing urges the Seller to not set a clearly excessive price.

The Adverts of luxury brand Items that do not comply with these provisions will be automatically deleted.

Videdressing reserves the right to delete an Advert and has the option to suggest a reduction of price to the particular Seller when it is obviously too high.

### **3.6 - Determination of the Sale price in store**

The Seller agrees to indicate the sale price in store so as to not mislead the Buyer.

This price corresponds to a simple indication of the amount paid by the Seller at the time of purchase or the value of the Item available on the market.

The User is warned that the sale price in store is not verified by Videdressing. The saving percentage indicated for each item is calculated from the sale price in store filled in by the Seller. This information is not contractual.

### **3.7 - The "Certificate of Conformity" option**

The Certificate of Conformity is a document issued by the Videdressing anti-counterfeiting team attesting to the conformity of the Item.

The Seller may choose to offer the Certificate of Conformity to the Buyer at a cost of 30 euros. This sum will be deducted from the amount of the sale during the completion of the Order.

The Item will be shipped to Videdressing's premises (24 rue des Jeûneurs, 75002 Paris, France) and physically examined by the anti-counterfeiting team. The Certificate of Conformity will be attached in the Parcel to the Buyer.

Only items priced at €150 and over are eligible for the Certificate of Authenticity.

By way of exception, Sellers outside of the European Union cannot opt for the Certificate of Conformity.

In the event that the Item examined in the context of the Certificate of Conformity is found to be non-compliant or non-authentic, the Seller will have to ask Videdressing to return the Item by mail. The Shipping costs amount to 15 euros for a shipment within the European Union. The Item received at the Videdressing premises will be kept for a period of three (3) months of receipt. At the end of this period, the unrecovered Item will become the property of LBC France, editor of the Site, and the Seller agrees to not collect any amount for the Item.

If the sale is not completed for any reason, the fees for the Certificate of Conformity will not be charged to the Seller.

### **3.8 - The Promotional Programme**

In the context of one-time operations, Videdressing allows Sellers to participate in Promotional Programmes. From the time Announcement is made, Sellers can check the box provided for this purpose to join. In this case, the Seller allows Videdressing to lower the Price of its Item within a percentage range of -5% to -15% of the Price of the Item, during these one-time operations whose frequency is defined by Videdressing.

Once the Seller has agreed to participate to the Promotional Programme by ticking the box provided for this purpose, Videdressing, through the company LBC France, declines all responsibility in case of error of the Seller and can not cancel the application of the Programme.

### **3.9 - Assumption of the Shipping costs by the Seller**

Videdressing allows the Sellers to bear the Shipping costs on one or more of their Items in the event of an Order. At the time of the creation of the Advert, Sellers can check the box provided to make this selection.

During the placement of the Order, the Buyer will not be charged for the Shipping costs. The Seller will then assume payment for the shipping costs. No reimbursement of the Shipping costs will be made to the Seller, even in the event of the return of the Item.

Shipping charges apply only for shipments via Colissimo and for Orders concerning a Buyer and a Seller whose addresses are located in the same country.

## **Article 4 - The Order**

### **4.1 - Placing an Order**

When the Buyer pays for the Order, the Buyer issues an irrevocable Purchase Offer for the Items in his/her basket. The Buyer is bound by this Purchase Offer until the expiry of the acceptance period provided to the Seller as defined below.

Following the payment of the Order by the Buyer, Videdressing notifies the Seller of the Buyer's Purchase offer by e-mail. The Seller agrees to confirm or cancel its sale offer within 96 hours of receipt of the aforementioned e-mail. After this period, the lack of response invalidates the offer and the Buyer's Order is cancelled. This cancellation will not result in any payment to the Buyer.

To accept the Purchase offer, the Seller must declare the availability of the Item(s) ordered by the Buyer. Seller's statement is firm and irrevocable.

In the case of payment by Paypal, the debit is immediate. In the event that the Order was cancelled, the Paypal account will be credited with the amount debited. This credited amount will appear within 48 hours on Buyer's PayPal account.

Purchase offers made by the Buyer are independent of each other. If one or more of the Purchase offers has or have not been the subject of a declaration of availability by the concerned Seller(s), the Buyer's other Purchase offers are not void and bind the Buyer.

LBC France, editor of the Site, is simply an intermediary and is not a party to the transaction between the Buyer and Seller. During the placement of the Order and its completion, the ownership of the Items is directly transferred from the Seller to the Buyer.

For any questions relating to an Order, the Buyer and Seller may contact Customer Service at:



## **4.2 - Shipment of the Order**

After declaring the Item available, the Seller agrees to proceed with its shipment.

The Buyer selects the shipping method among the options initially selected by the Seller when the Advert is created. The Buyer undertakes to have a standard mailbox in accordance with the postal service recommendations (size of the mailbox, indication of the contact information of the residents, etc.).

A Seller located in France cannot choose a shipping method other than Colissimo, Lettre Suivie or Mondial Relay.

After issuance of the declaration of availability of the Item, Videdressing will communicate to the Seller the contact information of the Buyer so that the Seller can proceed with the shipment of the Item.

The Seller agrees to ship the Item within 72 hours.

Videdressing advises the Seller to ship Items of value greater than or equal to 100 euros and/or Items in the jewelry and watch categories using a delivery method offering insurance up to the price of its Item.

The Seller undertakes to respect the shipping method chosen by the Buyer and shown in the Order. The Seller also agrees to send the Items to the Buyer carefully wrapped. Otherwise, the Seller may be held liable.

In the case of non-compliance with the shipping method selected by the Buyer, the sale will not be finalised. In the event of a dispute and without confirmation of receipt by the Buyer, Videdressing reserves the right to cancel the Order and refund the Buyer.

The Seller undertakes to indicate the tracking number of the Parcel on his/her Videdressing account within a maximum of ten (10) days from the declaration of availability of the Item. As an intermediary, LBC France, editor of the Site, may examine, on a case-by-case basis, any problems encountered during a shipment within a thirty (30) day period.

The Seller agrees to retain the Proof of Parcel Shipment for thirty (30) days from the shipment date.

The Seller undertakes to not insert any advertising material in any form for its own or anyone else's behalf.

The Seller undertakes to use the contact information of the Buyer only for the purposes of performing the Order and its ensuing legal obligations.

LBC France, editor of the Site, is not responsible for the delivery, regardless of the shipping method selected.

Upon the failure to ship the Order and provide Customer Service with the tracking number of the parcel within ten (10) days after the confirmation of availability of the Item, the sale will be cancelled and the Buyer refunded the Transaction Price.

#### **4.2.1 - Methods of delivery: Colissimo, Lettre Suivie and various carriers**

After shipment of the Item, the Seller undertakes to indicate the tracking number communicated by the carrier on the Seller's Videdressing account.

The Lettre Suivie delivery method applies only for certain categories of Items for an amount less than or equal to fifty (50) euros.

In the event of an incident during the shipment:

- Colissimo without signature: La Poste indemnifies the loss or damage up to a maximum amount of 23 euros per kilogram of gross weight of missing or damaged goods, except in case of fault, foreign cause or the non-compliance of the Seller of the general terms and conditions of La Poste.
- Colissimo with signature: La Poste indemnifies the loss or damage for the maximum lump sum chosen by the Seller at the time of shipment of the Parcel . The Seller must choose an amount corresponding to the Price of its Item. In the event of compensation lower than this amount, the Seller cannot claim the difference from LBC France, editor of the Site, which cannot be held liable.
- Lettre Suivie: La Poste indemnifies the loss or damage up to thirteen (13) euros corresponding to the Medium reference, except in the case of fault, non-compliance with the obligations resulting from the general terms and conditions of sale of Lettre Suivie, force majeure, defect of the Item itself or any other element not attributable to La Poste.

In the event that the Buyer does not receive the Parcel, it is the responsibility of the Seller to make a claim with the carrier, according to the selected delivery method. In the event that the Parcel is indicated as "delivered" and the Buyer declares not having received it, the Seller undertakes to open a claim with the carrier.

Customer Service may also request the Buyer to open a claim, particularly for a delivery or signature dispute.

The Seller undertakes to consult the general terms and conditions of sale of the carrier selected for the shipment of the Item.

#### **4.2.2 - Method of delivery: Mondial Relay**

The Mondial Relay option is activated by default for all Sellers located in Metropolitan France (excluding Corsica).

After issuance of the declaration of availability of the Item, Videdressing will send a Prepaid shipment label to the Seller. The Prepaid shipment label will include the address of the delivery point selected by the Buyer and must be printed and then pasted on the Parcel.

The Seller undertakes to deposit the Parcel at the delivery point within 72 hours of receipt of this Prepaid shipment voucher.

The Mondial Relay service is not available on Videdressing for international Users and Sellers located in Corsica.

The Mondial Relay service cannot be used for Parcels for which the total amount exceeds five hundred (500) euros and/or when the "Certificate of Conformity" option has been selected by the Seller.

The Seller undertakes to consult Mondial Relay's general terms and conditions of sale for the shipment of the Item by clicking [ici](#).

To contact Mondial Relay's Customer Service, various means are available to the User:

- For any question, please contact the following email address: [suividecolis@mondialrelay.fr](mailto:suividecolis@mondialrelay.fr) (average response time: 2 working days)
- To monitor your Parcel in real time: <https://www.mondialrelay.fr/suivi-de-colis/>
- By telephone at +33 9 69 32 23 32 from Monday to Friday from 9:00 a.m. to noon and from 2:00 p.m. to 5:30 p.m.

In the event of an anomaly noted concerning the condition of the Parcel upon receipt, the Buyer undertakes to refuse the Parcel.

In the event of a lost Parcel, an internal investigation at Mondial Relay will be opened on the tenth (10th) day following the last status update of the Parcel, upon the prior request of the User. The User has a period of three (3) additional days to make the request.

In the event that the Parcel is indicated as "received by the Buyer" and the Buyer declares not having received it, the Buyer undertakes to open a complaint procedure with Mondial Relay. To do this, the Buyer must contact Mondial Relay customer service within a maximum of three (3) days following the last status update of the Parcel.

Any complaint is made:

- By contacting the following email address: [suividecolis@mondialrelay.fr](mailto:suividecolis@mondialrelay.fr) (response time of 2 working days)
- By telephone at +33 9 69 32 23 32 from Monday to Friday from 9:00 a.m. to noon and from 2:00 p.m. to 5:30 p.m.

The average duration of an investigation is twenty (20) days.

If Mondial Relay notes the loss or damage, Videdressing will refund the Seller up to a maximum of twenty-five (25) euros per Parcel and the amount of the Shipping costs will not



be refunded. This refund will be made within five (5) working days from Mondial Relay's confirmation of the loss or damage of the Parcel.

Mondial Relay remains solely responsible in the event of the loss of the Parcel or noted damage. Under no circumstance can LBC France, editor of the Site, be held liable.

In the event of the return of an item shipped by Mondial Relay, the shipment must be made via Colissimo or Lettre Suivie. Otherwise, LBC France, editor of the Site, declines all liability.

#### **4.3 - Shipping to Videdressing: Certificate of Conformity**

In the event that the Seller has selected the Certificate of Conformity option, the Item must be sent directly to Videdressing (24 rue des Jeûneurs, 75002 Paris, France). After issuance of the declaration of availability of the Item, the Seller will receive a Prepaid shipment label by e-mail to proceed to the shipment of the Item. This Prepaid shipment label is valid for a period of seven (7) days. If the Prepaid shipment label is not used, the Order will be cancelled and the Buyer refunded.

In the event that the Seller wishes to ship the Item from another country within the European Union, the Seller will not receive a Prepaid shipment label and agrees to ship the Item by its own means.

This option does not apply to Sellers located outside of the European Union.

#### **4.4 - Personal delivery**

The Seller has a period of ten (10) days from the confirmation of the availability of the Item to complete the Remittance voucher.

Otherwise, the sale will be automatically cancelled and the Buyer will be refunded the Price of the Item.

#### **4.5 - Reception of the Item**

The Buyer is invited to confirm the good reception of the Item and its satisfaction within 48 hours of receipt of the Item (including weekends and holidays, excluding the day of delivery). In the event of the non-receipt of the Item within 48 hours, the Buyer must inform customer service.

If the Buyer has not come forward within 48 hours, Videdressing will proceed to the completion of the sale and payment made to the Seller's Wallet of the amounts corresponding to the transaction. This completion of Order resulting in payment to the Seller is final.

The Buyer and the Seller agree that Videdressing calculates this period from the information provided by the carrier. LBC France, editor of the Site, declines all liability in the event of incorrect information provided by the carrier.

In any event, after an Order is completed, in which the Buyer claims to have not received the Item, the Buyer has a maximum period of thirty (30) days from the date of the completion of the Order to raise the issue in writing with customer service. No claim made beyond this period will be considered.

In the event of shipment by Colissimo or Lettre Suivie, the Buyer undertakes to recover the Item at the retrieval point as soon as possible. Otherwise, if the item is not retrieved and the Parcel is returned to the Seller, the Buyer will not be refunded the Shipping costs. The Shipping costs will be paid by Videdressing to the Seller.

In the event of shipment by Mondial Relay, the Parcel will remain available at the delivery point for fourteen (14) calendar days. The Parcel will be given to the recipient upon presentation of his/her identity document and digitised signature.

In the event of a non-availability of a delivery point initially selected by the Buyer, Mondial Relay will deliver the parcel to the nearest delivery point.

If the Parcel is not retrieved, it will be returned to the initial delivery point and will thereafter be available for a period of fourteen (14) calendar days. At the end of this period, the Parcel will be sent to Mondial Relay's Expertise Department and will be available for a period of thirty (30) days. At the end of this period, Mondial Relay will be able to freely dispose of the Parcel and no claim can be made.

In the event of an Order placed with a Professional Seller, if the Parcel is lost or damaged by the carrier, the Professional Seller agrees to reimburse the Transaction Price to the Buyer. It is then the responsibility of the Professional Seller to make a claim with its carrier for compensation.

## **Article 5 - Payment for a sale**

### **5.1 - Content of the payment**

The amount paid by the Buyer consists of:

- the Item Price determined by the Seller;
- the Service charge corresponding to 2% of the Item Price determined by the Seller;
- Shipping costs set by Videdressing based on carrier rates (see chart below), unless the Seller chooses to offer Shipping costs to the Buyer or if the Buyer selects the Personal delivery option.

### **5.2 - Service charge**

During payment of the Order by the Buyer, Service charges are added to the total amount of the Order. These are the responsibility of the Buyer.

The Service charge is 2% of the Item Price determined by Seller and may not include any reduction.

For example, if the Item costs eighty (80) euros, the Service charge will be calculated from the Item Price, and will be one euro and sixty cents (€1.60).

If the Item costs eighty (80) euros and the Buyer has received a Purchase voucher entitling Buyer to a discount of twenty euros (€20), the Service charge will be calculated based on the Price of the original Item, namely, eighty (80) euros, and not on the Price including the reduction.

In the event of a return conducted as part of the Money Back Guarantee or in the event of the cancellation of the Order, Videdressing undertakes to refund the Service charge to the Buyer. However, these are due when the sale is finalised.

### 5.3 - Shipping cost prices

The amount of the Shipping costs paid by the Buyer varies according to its location and the number of Items ordered.

In the event of multiple Orders from multiple Sellers, the Buyer will separately pay the Shipping charges for each Item as described below.

In the event of a multiple Order from the same Seller, the price of the Shipping costs is for that of one (1) item and each additional item will be charged one (1) euro, with the exception of the following letters.

- When the Seller ships from France to the following areas:

Countries of delivery	Carrier	Price for 1 Item	Price for 2 Items	Price for 3 Items
France	Colissimo	7,90 €	8,90 €	9,90 €
Overseas Departments	Colissimo	13,55 €	14,55€	15,55€
Overseas Territories	Colissimo	16,20 €	17,20 €	18,20 €
Zone A	Colissimo	16,15 €	17,15 €	18,15 €
Zone B	Colissimo	20,40 €	20,40 €	20,40 €
Zone C	Colissimo	24,90 €	25,90 €	26,90 €
Zone D	Colissimo	27,65 €	28,65 €	29,65 €

**Zone A:** Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Åland Islands, Guernsey, Isle of Man, Jersey, Malta, Luxembourg, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Lithuania, Latvia, Italy, Ireland, Hungary, Greece.

**Zone B:** Morocco, Russia, San Marino, Svalbard and Jan Mayen Island, Tunisia, Ukraine, Vatican City, Serbia and Montenegro, Serbia, Montenegro, St. Barthelemy, Moldova, Macedonia, Albania, Algeria, Andorra, Belarus, Bosnia and Herzegovina, Croatia, Faroe Islands, Gibraltar, Iceland, Liechtenstein.

**Zone C:** Oman, Qatar, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Nigeria, Namibia, Mozambique, Mauritius, Mauritania, Mali, Malawi, Madagascar, Libya, Sierra Leone, Somalia, South Africa, Zimbabwe, Zambia, Republic Democratic Republic of Congo, Western Sahara, United States, United Arab Emirates, Uganda, Turkey, Togo, Tanzania, Syria,

Swaziland, Palestinian Territory, Liberia, Ethiopia, Ivory Coast, Congo, Comoros, Chad, Central African Republic, Cape Verde Canada, Cameroon, Burundi, Burkina Faso, Botswana, Benin, Azerbaijan, Armenia, Angola, Djibouti, Egypt, Lesotho, Lebanon, Kuwait, Kenya, Jordan, Israel, Guinea-Bissau, Equatorial Guinea, Eritrea, Gabon, Gambia, Georgia, Ghana, Guinea.

**Zone D:** Panama, Palau, Pakistan, Northern Mariana Islands, Norfolk Island, St. Kitts and Nevis, Papua New Guinea, Paraguay, Peru, Philippines, Pitcairn, Puerto Rico, Rwanda, Niue, Nicaragua, Malaysia, Maldives, Islands Marshall Islands, Mexico, Federated States of Micronesia, Mongolia, Montserrat, Myanmar, Nauru, Nepal, Netherlands Antilles, New Zealand, Macao SAR, Saint Lucia, Saint Vincent and the Grenadines, Turkmenistan, Turks and Caicos Islands Tuvalu, United States Minor Outlying Islands, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, British Virgin Islands, United States Virgin Islands, Wallis and Futuna, Trinidad and Tobago, Tonga, Samoa, Singapore, Solomon Islands, South Georgia and the South Sandwich Islands, Sri Lanka, St. Helena, St. Pierre and Miquelon, Suriname, Taiwan, Tajikistan, Thailand, Tokelau, Ecuador, Niger, Bhutan, Bolivia, Bouvet Island, Brazil, British Indian Ocean Territory, Brunei Darussalam, Cambodia, Cayman Islands, Chile.

Note that when the Seller ships the Item to a country other than its own, with the exception of Germany and Italy, the amount of the Shipping charge is then fixed.

For example, when a Belgian Seller ships an Item in France, the Seller will be reimbursed for the Shipping costs up to €7.90, the rate in force in France.

- When the Seller ships from Germany or Italy

Italy to France	Italy to Germany	Germany to France	Germany to Italy
17€	6,90€	17€	17€

- When the Seller ships via Mondial Relay

When the Buyer chooses shipment via Mondial Relay, the rate is €4.90 for an Item. Each additional Item will be charged one (1) euro.

For example, the rate will be €5.90 for two Items shipped via Mondial Relay.

The total value of the Items present in the Parcel cannot exceed 500 euros.

- When the Seller ships via Lettre Suivie

When the Seller ships to an address located in France, the Seller can offer shipment via Lettre Suivi at the price of 4.78 euros per Item corresponding to the Medium format.

#### 5.4 - Customs fees

In the event that one of the parties resides in a country outside of the European Union, customs fees may apply. In such case, the Buyer undertakes to check the origin of the Item that he/she wishes to acquire on the Advert prior to placement of the Order. Upon receipt of the Parcel, the Buyer will pay the customs fees.

For an Item return, the Buyer must specify on his/her shipping form that it is a return of merchandise. In the absence of details on the return of merchandise form, customs fees improperly taxed to the Seller upon the return of the Item will be deducted from the amount of the refund paid to the Buyer.

### **5.5 - Payment in installments**

The Buyer may receive a payment in 3 or 4 installments from the partner FLOA Bank.

The conditions of this financing are defined below: See the conditions by clicking [here](#).

### **5.6 - Different payment methods**

The Buyer can pay:

- by his Wallet,
- by credit card using the secure Hipay portal,
- by Paypal,
- by Purchase vouchers.

As part of the fight against fraud, anti-money laundering and counter-terrorism, Videdressing can ask the Buyer for proof of identity. Pending receipt of these documents, Videdressing reserves the right to suspend an Order and/or bank transaction.

LBC France, editor of the Site, cannot be held liable for any fraudulent use of the payment methods used by the Buyer during the Order.

- By the Wallet

Following a final sale, the Seller receives the amount of the sale on his/her Videdressing Wallet. The Seller may then choose to re-use this amount as part of a new Order as a Buyer.

The payment will be made for all or part with the amount available on the Wallet of the User.

- By credit card using the secure Hipay portal

The payment is made through a partner platform, Hipay, operated by the Belgian company HPME SA (Hi-Media Porte-Monnaie Electronique), an electronic money institution accredited by the CBFA.

As a result, the Buyer is redirected, upon payment, to the HPME platform. The terms and conditions applicable to the payment transaction are detailed at such point.

This payment method is secured by a data encryption procedure to prevent the interception of this information by a third party.

As the maintenance of security of this information is managed by the Hipay system, the company reserves the right to refuse an Order for any payment incident or dispute. For any information concerning his/her banking information, the Buyer must contact the company HPME at the address <https://hipay.com/fr/contact>.

- By Paypal

PayPal is a payment service provider specialising in the issuance of electronic money between the Buyer and a third party. Paypal ensures the confidentiality of the Buyer's banking information.

To receive payment via PayPal, the Buyer must have a PayPal account and agree to their general terms and conditions of use.

By choosing this payment method, the Buyer is automatically redirected to his/her PayPal account.

- by Purchase voucher

The Buyer may pay the Item Price using a Videdressing Purchase voucher containing a code.

The Purchase vouchers can only be used on the [www.videdressing.com](http://www.videdressing.com) site and are valid on all of the Items on the Site. The Purchase vouchers are valid for a period defined from the notification date to the recipient of the voucher. They can be used once.

In order to use the Purchase voucher, the Buyer must enter the code in the space provided for this purpose during the placement of the Order.

In the event that the total amount of the Order is less than the value of the Purchase voucher, the difference will not be refunded to the Buyer.

In the event that the total amount of the Order is greater than the value of the Purchase voucher, the holder of the voucher can pay for the difference using another payment method.

In the event that the Order is cancelled due to the non-availability of the Item or if the Item is returned as part of the Money Back Guarantee, the holder of the voucher will be sent a new code to enter for a new Order. The validity period of the Purchase voucher will not be extended.

The amount of the Purchase vouchers cannot be credited to a bank account or bank card.

## **Article 6 - Completion of the sale**

The Seller authorises Videdressing, through the company LBC France, to collect, in the name and on behalf of the Seller, the Transaction Price.

### **6.1 - Commission**

In exchange for the use of the platform, the Seller authorises Videdressing, through the company LBC France, to charge, at the time of the completion of the Order, a Commission determined according to the terms defined below on the total Transaction Price.

The Commission charged to the Seller by Videdressing, through the company LBC France, for each sale is equal to 15% of the Item Price up to a maximum of 300 euros per Item sold. The Shipping costs are not included in the calculation base of the Commission.

For Professional Sellers, Videdressing, through the company LBC France, applies a commission equal to 12%, excluding taxes, up to a maximum of 250 euros, excluding taxes.

By way of exception, the Commission is waived for the Seller, including Professional Sellers, for each Item whose price is less than or equal to 150 euros.

The Commission is not due by the Seller in the case of the return of the Item by the Buyer or the unavailability of the Item.

## **6.2 - Amount paid to the Seller**

Following the completion of the Order, Videdressing will pay the Transaction Price, less the Commission, to the Seller's Wallet, provided that the Transaction Price has been paid in full by the Buyer and collected by LBC France, editor of the Site.

The amount of the initial Shipping costs will be refunded to the Seller only if the Buyer is satisfied, resulting in the completion of the Order or if the Buyer has made an error on the basis of dissatisfaction and the Item is compliant. Obviously, if the Seller has offered the Shipping costs to the Buyer, this amount will not be refunded to the Seller.

The Seller agrees to collect only a sum equal to the Transaction Price excluding any other amount or interest. The Seller henceforth waives any claim concerning the amounts possibly produced by the capitalisation of the sums collected in the name and on behalf of the Seller by LBC France, editor of the Site, upon the occurrence of a sale.

The Price of the Item, the Shipping costs, the Commission and the Amount paid to the Seller are defined to include all taxes (with the exception of the VAT levied by LBC France, editor of the Site, on sales made by professionals).

The payment of the amount is made by LBC France, editor of the Site, to the Seller:

- upon confirmation of receipt and satisfaction of the Item by the Buyer on the Site;
- or, in the event of the absence of confirmation of receipt by the Buyer, 10 days from dispatch of the Item in accordance with the information provided by the carrier.

## **7 - The Wallet**

Videdressing makes a virtual Wallet available to its Sellers that functions as a payment account, opened on the Site and in the name of the User, on which sums are paid related to its sales.

The Seller may at any time request the transfer of the amounts appearing in his/her Wallet to Seller's bank account. The Seller accepts that Seller will be charged one (1) euro for each request for a bank transfer of all or part of the amounts appearing in Seller's Wallet.

The transfer request is made on the Site at the "My Account - Make a transfer" section. The transfer will be made within an average of 7 days from the request.

In the event that the Seller requests a transfer to his/her bank account located abroad, the Seller undertakes to pay the transfer fees of the amounts borne by LBC France, editor of the Site.

As part of the fight against fraud, Videdressing can ask the Seller to provide documentary proof. Videdressing reserves the right to suspend the transfer pending the receipt of these documents and their review.

Videdressing only makes transfers to bank accounts located in the SEPA zone corresponding to the twenty-seven (27) countries of the European Union as well as the United Kingdom, Norway, Iceland, Liechtenstein, Switzerland, Monaco and San Marino. Thus, no transfer to a bank account outside the SEPA zone will not be allowed.

The Wallet is not a bank account and should not be used as such. The failure of the User to use the Wallet for a consecutive period of twelve (12) months results in the automatic billing on such Wallet of an amount equal to thirty (€30) euros, for management purposes, up to the available amount without the balance being negative.

In accordance with Article L.521-3 of the Monetary and Financial Code, Videdressing, through the company LBC France, benefits from the banking authorisation exemption issued by the French Prudential Supervisory and Resolution Authority (ACPR) through its limited range of goods and services (fashion items).

In the event that a dispute arises between the Buyer and Seller, Videdressing reserves the right to block the Wallet of the Users concerned until the dispute is resolved.

In the event that the account of a User would be deleted following the sale of counterfeit goods, Videdressing, through the company LBC France, reserves the right, in order to refund the Buyers, to not transfer to his bank account the amounts appearing in his Wallet.

## **Article 8 - Money Back Guarantee**

When the Seller is an individual, Videdressing offers a Money Back Guarantee if the Buyer is not satisfied with the ordered Item.

### **8.1 - Application of the Money Back Guarantee**

The Money Back Guarantee does not apply in the event of:

- Personal delivery of the Item;
- a purchase from a Professional Seller, subject to the provisions of the Consumer Code;



- for hygienic purposes, the purchase of, lingerie, sleepwear, swimwear, socks and tights.

## 8.2 - Exercise of the Money Back Guarantee

In the event that the Seller is an individual, Videdressing has implemented the following procedure allowing the Buyer to return the ordered Item if the Buyer is not satisfied.

Within 48 hours of the receipt of the Item (including weekends and holidays and not including the day of delivery), the Buyer must confirm receipt and indicate his/her choice of whether the Buyer is satisfied or dissatisfied on his/her Videdressing account.

If the Buyer indicates that he/she is satisfied with the Item prior to the expiry of the 48 hour period, the Buyer will not be able to benefit from the Money Back Guarantee, even if this period has not expired.

When the Buyer declares his/her dissatisfaction, the Buyer must indicate the reason for the dissatisfaction, which may be:

- Style/size is not suitable;
- Incorrect description;
- Damaged/defective item;
- Incorrect Item received;
- Concerns about authenticity;
- Condition of the Item.

Based on these reasons for dissatisfaction, the Buyer will have to proceed to send the Item to Videdressing (24 rue des Jeûneurs, 75002 Paris, France) or the Seller.

When a Buyer places a multiple Order with the same Seller and invokes the Money Back Guarantee for one or more Items of this Order, the amount of the Shipping costs is adjusted to a bulk shipment. The refund of the Shipping costs will only be made if the returned Items are non-compliant. This refund is calculated based on the Price of the returned Item.

For example, for an Item with a value of 10 euros and an Item with a value of 100 euros purchased at the same Seller, the reimbursement of the Shipping costs will be, if any:

- €7.90 for a €100 Item
- €1 for a €10 Item

When an Item is returned in the context of the Money Back Guarantee, Videdressing has 30 days to process a possible claim.

## 8.3 - Item Return to Videdressing

The Buyer must return the Item to Videdressing (24 rue des Jeûneurs, 75002 Paris, France) when the reason for dissatisfaction is "*Concerns about authenticity*" and if the Item benefits from the Certificate of Conformity for the following reasons for dissatisfaction: "*Condition of the Item*", "*Incorrect description*", "*Incorrectly received Item*", "*Defective/damaged Item*".

The Buyer has a new 48 hour period (excluding weekends and public holidays) to return the Item to Videdressing and indicate the tracking number of the Parcel on the page of the Site

provided for this purpose. This period of two (2) working days starts from receipt of the Customer Service email confirming compliance with the period to make the request regarding dissatisfaction and which contains the address of Videdressing.

Upon receipt of the Item on its premises, Videdressing will verify that the returned Item is in accordance with the Seller's Advert within an average period of eight (8) days. In any case, this period may be extended in the event of a thorough study on the Item and, in particular, its provenance.

If the Item is declared non-authentic or non-conforming in accordance with the return procedure, Videdressing, through the company LBC France, will reimburse the Buyer for the Item Price and the Shipping costs incurred. The Seller agrees that Videdressing will not pay him/her any amount for the Shipping costs that the Seller has incurred. If the Item was originally delivered by Mondial Relay, Videdressing reserves the right to create a debit on the Seller's Wallet corresponding to the initial Shipping charge of the returned Item.

If the Item is declared to be in conformity or authentic, the Buyer agrees to be reimbursed only by a sum equal to the Item Price, to the exclusion of any other sum. Videdressing will pay the Seller the amount of the Initial Shipping costs, except in the case when the Seller has chosen to offer the Shipping costs.

The refund will be made by credit, depending on the payment method initially used by the Buyer. Absent any claim, it will be done within an average period of seven (7) days from the date of receipt of the Item by Videdressing without exceeding a maximum period of thirty (30) days.

Any Item sent to Videdressing's premises for any reason must be retrieved by the User notified by Videdressing within a maximum period of three (3) months from its receipt. At the end of this period, the unrecovered Items will become the property of Videdressing.

If the Item is declared non-authentic or non-compliant, the Seller will have to pay the Shipping costs in order for Videdressing to reship the Item. The Shipping costs are 15 euros for a shipment in France and 30 euros for a shipment outside of the European Union. These amounts are indicative and may change for shipment within the European Union as indicated in the tables in Article 5.3. In the event that the Item is counterfeit, it may be given to the right holders of the mark for examination and, if necessary, destroyed.

Any item returned to Videdressing without the necessary information to link it to an Order or User must be retrieved by its sender within a maximum of three (3) months from receipt. At the end of this period, the unrecovered Items will become the property of Videdressing.

As an exception, in the event of doubt about the authenticity of an Item, the Buyer may at any time notify Videdressing and return the Item to Videdressing. The Item will be physically examined by the dedicated department.

Upon the failure to comply with the procedure, in the event that the Buyer returns the Item directly to the Seller, the Shipping costs will be automatically refunded to the Seller, Videdressing cannot perform any examination of the returned Item.

#### **8.4 - Item Return to the Seller**

The Buyer must return the Item to the Seller when the reason for dissatisfaction is "*Condition of the Item*", "*Incorrect description*", "*Incorrect Item received*", "*Defective/damaged item*", and if the relevant Item does not benefit from the Certificate of Conformity, or "*Style/size is not suitable*".

Videdressing invites the Buyer to take photos of the Item before return, noting any defects of the Item.

The Buyer has a new period of 48 hours (excluding Sundays and public holidays) to return the Item to the Seller and indicate the tracking number of the Parcel on the page of the Site provided for this purpose. This two (2) day period starts from receipt of the Customer Service e-mail confirming compliance with the period to make the request regarding dissatisfaction and which contains the postal address of the Seller

With the exception of Mondial Relay, the Buyer agrees to return the Item to the Seller carefully packed according to the original shipping method at Buyer's expense. If the initial shipping method was Mondial Relay, the Buyer agrees to return the Item via Colissimo or Lettre Suivie, if the Item was initially eligible for such carrier. LBC France, editor of the Site, declines any liability in the event of a return made via Mondial Relay.

The Seller has a period of seven (7) days from the effective delivery of the Item by the postal services to declare its receipt on the page of the Site provided for this purpose. The declaration of receipt of the Item by the Seller triggers the refund of the Price of the Item to the Buyer.

If the Item conforms with the Advert, the Seller is reimbursed for the Shipping charge as soon as the receipt of the Item is confirmed.

If the Item is not in conformity with the Advert, Videdressing, through the company LBC France, will not pay the Seller any amount for the Shipping costs that it has incurred.

The Shipping costs of the Item remain the sole responsibility of the Buyer.

After verification of the tracking information provided by the postal services, if the Seller has not come forward within seven (7) days after receipt of the Item, Videdressing will refund the Item Price or the Transaction Price (according to the indicated reason for dissatisfaction) to the Buyer.

The refund will be made by credit, depending on the payment method initially used by the Buyer. Unless a claim is made, it will be done within an average period of seven (7) days from the date of receipt of the Item by Videdressing without exceeding a maximum period of thirty (30) days.

The Buyer agrees to be reimbursed only an amount equal to the Transaction Price, excluding any other sum. The Buyer henceforth waives any claim concerning the amounts possibly produced by the capitalisation of the sums collected by Videdressing upon the occurrence of this sale.

The Buyer is solely responsible for the return of the Item.

Videdressing reserves the right to complete an Order, resulting in the payment of the Seller, if the Buyer is unable to prove the proper return delivery of the Item to the postal return address provided.

In the event that the Seller declares having received an empty Parcel in return, the Seller's claim can only be processed only if the procedure described below is followed:

- Upon receipt, and except in case of mailbox delivery, if the Parcel is opened or damaged, the Seller undertakes to refuse the parcel. *Otherwise*, the Seller will be deemed liable and Seller will not be able to claim any compensation.
- The Seller must first provide pictures of the empty Parcel and the weight of the Parcel indicated on the packing slip to the Videdressing Customer Service department.
- Upon the failure to reach an amicable solution, the injured party will be invited to initiate legal proceedings or to lodge a complaint against the other party.

### **8.5 - Relisting an Item for sale**

Within 48 hours of receipt of the Item (including weekends and holidays, excluding the day of delivery), the Buyer may choose to return this Item for sale by ticking the box provided for this purpose, without any Relisting charge or Commission. The Item will automatically be placed for sale in the Buyer's Videdressing Boutique.

This option cannot apply if the Buyer has completed the Order by indicating the proper reception of the Item on his/her Videdressing account or if the Buyer has initiated a return procedure for the Item.

In this case, the original Seller accepts that Seller's photos are reused for the Relisting for sale of the Item.

### **Article 9 - Regulation of the Videdressing Referral Programme**

The Referral Programme is accessible on the Site and is open to all registered Users who have previously accepted the General Terms and Conditions of the Site.

The purpose of the Referral Programme is to promote the Site to non-registered users who meet the conditions of Article 1.1 of these General Terms and Conditions. Users of the Videdressing Site may refer users to become Users of the Site themselves. Referred Users may, in turn, become Referring User. It is specified that a Referred User can only be linked to one Referring User.

LBC France, editor of the Site, reserves the right to terminate the Referral Programme at any time without notice or cause and without incurring any liability. The Participant cannot claim any compensation from LBC France.

To participate, Users must complete the form provided for this purpose in the "My Account> My Referrals" section. The User can refer other users by adding their e-mail addresses after

having obtained their consent and LBC France, editor of the Site, guarantees the use of the e-mail address for this purpose.

To participate, the User must create an account on the Site. Following registration, the new User will be considered as a Referred User and will receive an e-mail containing a unique code allowing the User to have his/her Shipping costs provided without charge for the shipping of a single item on the User's first Order with a minimum value of 100 euros.

When the Referred User completes a first sale or makes a first Order on the Site, the Referring User will receive a voucher worth 10 euros, valid for any Order with a minimum amount of 100 euros. The Referring User can obtain a maximum of 50 vouchers by having referred fifty different users. The Vouchers may not be combined.

The Referring User cannot refer itself, refer the same person several times or refer a user who is already registered on the Site or who is a member of his/her household. The Referral Program does not apply to Professional Sellers.

Videdressing reserves the right to perform checks, in particular on the identity of the participants and exclude users from the Referral Programme.

#### **Article 10 - Dispute resolution**

If a dispute arises in the context of a purchase from a particular Seller, the Buyer may contact Videdressing for assistance and submit a complaint to Customer Service.

If a dispute arises in the context of a purchase from a Professional Seller, the Buyer will have the opportunity to use a mediator, if the dispute has not been settled from a prior claim. To do this, the Buyer must complete a prior written procedure with LBC France, editor of the Site, in accordance with the provisions of Article L.616-1 of the Consumer Code concerning the amicable resolution of disputes.

Videdressing, through the company LBC France, is a member of the Federation of e-commerce and distance selling (FEVAD) and the e-commerce mediation service (60 Rue la Boétie - 75008 Paris) whose contact details are as follows: 60 Rue La Boétie – 75008 Paris – [contact@fevad.com](mailto:contact@fevad.com).

Within the transactions, LBC France, editor of the Site, acts only as an intermediary and cannot be held liable for disputes that arise.

In this case, Videdressing will do its best to help the parties reach an agreement. The Wallet of the User(s) concerned may be temporarily blocked and transfer requests suspended until the dispute is resolved. As an exception, in the context of payment in several installments via the Banque Casino service provider, the payment terms cannot be suspended until the resolution of the dispute.

In the event of a dispute between the Buyer and the Seller, the content of the Advert will be taken into account including, in particular, the photos and description. In this regard, the Seller

undertakes to send all of the elements present on his/her photos or mentioned in his/her description to the Buyer.

In order to resolve the dispute, the parties agree that the delivery tracking information of the carrier will be decisive.

In the case of dispute concerning the delivery of an Order, the sender of the Parcel is obliged to complete the necessary procedures of the carriers. The sender is responsible for the proper delivery of the Parcel. Without return from the sender within 30 days of the first email of the customer service, Videdressing, through the company LBC France, will refund or pay the recipient.

In the event of a return, an incident, a cancellation of an Order, the Buyer accepts that the Shipping costs that the Buyer has paid will not be reimbursed by LBC France, editor of the Site. LBC France will then pay such Shipping costs in full to the Seller.

In the event of a dispute, Videdressing may, after obtaining the consent of the User, communicate to the Buyer or the Seller the e-mail address of such User.

Any amount due to LBC France, editor of the Site, for any reason, that has not been paid to it may be drawn from the Wallet of the User concerned.

## **Article 11 - Special provisions applicable to individual Sellers**

### **11.1 - General obligations of individual Sellers**

The individual Seller may be subject to social and tax obligations following a sale made on the Site. The Seller acknowledges having read this information, which is accessible by clicking on the following links: <https://www.impots.gouv.fr/portail/node/10841> and <http://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-economiques-entre-particuliers-Article-87>.

### **11.2. - The warranty against latent defects**

In accordance with Article 1641 of the Civil Code: "*The seller is bound by the warranty against hidden defects of the item sold that renders it unsuitable for the use for which it is intended, or which diminish the use so much that the buyer would not have acquired it, or would have given a lower price, if he/she had known of such defect.* »

The Buyer may:

- obtain a full refund of the Item Price as well as any additional costs incurred (such as the Shipping costs) against the return of the Item,
- or retain this Item in exchange for a price reduction.

The Buyer benefits from this warranty for a period of two (2) years from the delivery date of the Item. The Buyer will have to prove that the defect existed at the time of this delivery.

## **Article 12 - Special provisions applicable to Professional Sellers**

### **12.1. - Various obligations**

Videdressing, through the company LBC France, reserves the right to not contract with a Professional Seller.

Outside of sale periods, the Professional Seller cannot sell at a loss.

The Professional Seller must ensure that the composition of his/her Items is correctly indicated in the description of the Seller's Adverts, especially regarding the animal species when it comes to leather.

### **12.2 - Obligation to declare oneself as a Professional**

Videdressing reminds Users that they can be considered a Professional Seller in the following cases:

- You sell purchased items for resale and not for personal use;
- You sell items that you have created yourself;
- You regularly sell a large volume of items;
- The sales that you make allow you to generate profits and earn a substantial income.

Videdressing also reminds Users that when a Seller sells goods that the Seller no longer wishes to keep, the revenues from these sales are not taxable except in special cases. If Users have any doubt as to their professional or personal status, Videdressing invites Users to inquire about the legal and regulatory provisions that may help them determine their status.

As a Professional, you must register:

- At the National Registry of Businesses to obtain your Siret number and the APE business identifier code of your business activity;
- At the professional registry corresponding to your business activity (Trade and Companies Register, Trades Register, etc.).

Users who wish to perform or who actually perform a commercial activity through the Site must identify themselves to Videdressing in that capacity. The User at issue will have to choose the "Professional Seller" status by editing his/her Videdressing Boutique and add his/her SIREN number. The Seller will also have to prove his/her professional status with LBC France, editor of the Site, by sending a K-bis extract by e-mail to [info@videdressing.com](mailto:info@videdressing.com).

If it appears that a Seller, registered as an individual on the Site, appears to be engaged in a commercial activity, Videdressing may ask the Seller to identify him/herself as a professional on the Site and provide Videdressing with documentary proof.

Pursuant to Article L132-2 of the Consumer Code, the Professional Seller who does not register as such will be subject to a two (2) year prison sentence and a fine of 300,000 euros.

In the event of refusal or silence, Videdressing may close the Seller's account. Pending the provision of documentary proof from this Seller, the Seller agrees that Videdressing may, as a precautionary measure, temporarily suspend the Seller's account and/or remove Adverts, and/or block the sums on his/her Wallet.

### **12.3 - Obligation to declare income**

LBC France, editor of the Site, reminds Users that as a Professional, they have the obligation to declare their income generated on the Site to the tax and social administrations.

LBC France, reminds that tax evasion exposes Users, in particular, to:

- A tax adjustment resulting in the adjustment of the sums due (with late penalties);
- Fixed fines ranging from 1.5% to 5% of the unreported amounts;
- Penal sanctions:
  - Imprisonment (up to 5 years, excluding aggravating circumstances)
  - A fine (up to 500,000 euros, excluding aggravating circumstances)
  - A prohibition on practicing an independent profession or operating a business
  - The deprivation of civic, civil and family rights
  - Confiscation.

LBC France, also reminds that the refusal to contribute to the Social Security exposes Users, in particular, to a 3rd level offense (up to 450 euros) and, in case of a repeat offence, a 5th level offense (up to 1,500 euros). On top of this penal sanction remains the obligation to regularize the debt with respect to the social security organisation (contributions due and late payments).

In addition, the User at issue may be sentenced to the reimbursement of benefits: primary funds that have paid for long-term sickness benefits or work-related accidents may continue to seek reimbursement up to the amount of payments and contributions due.

For more information, LBC France, invites a review of these links:

- [General Directorate of Public Finance](https://www.impots.gouv.fr/portail/node/10841)<https://www.impots.gouv.fr/portail/node/10841>
- [Portal of the Social Security Administration](#)

### **12.4 - Obligations relating to consumer protection law**

The Professional Seller is obliged to comply with the law of consumption, and in particular to:

- Implement fair practices (Article L121-1 of the Consumer Code).  
The Seller undertakes to not implement unfair commercial practices intended to improperly influence the choice of the consumer or push such consumer to enter into a contract. There are two categories of unfair commercial practices, available by clicking on the following links:
  - [Deceptive practices](#) (Article L.121-2 et seq. of the Consumer Code)
  - [Aggressive practices](#) (Article L.121-7 et seq. of the Consumer Code).
- Communicate certain information to consumers



The Professional Seller must provide consumers with the following clear and legible information:

- The Professional Seller's name or business name, registered office address, SIREN number;
- The Professional Seller's telephone number and e-mail address through which Videdressing and the Buyer can actually get in contact with him/her;
- The essential characteristics of the Item;
- The total cost of the Item;
- Flat-rate delivery charges;
- Payment methods;
- Delivery methods; and
- The existence of the right of retraction and its methods of exercise.

By the time of delivery at the latest, the Professional Seller shall provide the consumer, in writing or on any other durable medium:

- Confirmation of the previously provided information (name, contact information, delivery charges, etc.);
- Information concerning the terms and conditions of the right of withdrawal;
- The address of the supplier's establishment where the consumer can submit his/her claims;
- Information concerning the after-sales service and commercial guarantees.

For more information about the obligation to inform consumers, Professional Sellers can consult these links:

- [Article 111-1 of the Consumer Code;](#)
- [Article 111-2 and 111-3 of the Consumer Code;](#)
- [Article L. 221-1 to L.221-15 of the Consumer Code;](#)
- [Article 19 of Act No. 2004-575 of 21 June 2004 on Confidence in the Digital Economy.](#)

## **12.5 - Right of retraction**

In accordance with the Act no. 2014-344 of March 17, 2014 known as the "Hamon law" applicable to Professional Sellers, the Buyer has a period of fourteen (14) days from the actual delivery of the Item to make a retraction and an additional fourteen (14) days to return the Item to the Professional Seller.

The Professional Seller is obliged to inform the consumer concerning the terms and conditions of exercise of the right of retraction (duration of the retraction period, departure point, reimbursement of the product, payment of the return costs, methods of exercise, etc.).

If the Professional Seller does not provide this information, the retraction period may be extended to twelve (12) months and the Professional Seller may be subject to a maximum administrative fine of 15,000 euros for an individual and 75,000 euros for a corporation.

By way of exception, for reasons of hygiene, the right of withdrawal does not apply to second-hand lingerie items, swimsuits, socks and tights.

To exercise his/her right of retraction, the Buyer must inform Videdressing by declaring their dissatisfaction on their account or inform the customer service department or the Professional Seller within fourteen (14) days. The Buyer may also choose to complete and transmit electronically the withdrawal form provided by the Site. The form can also be attached in the return Parcel of the Item to the Seller.

In the event that the Order has already been completed and the Seller has been paid, Videdressing will initiate the return procedure in accordance with the right of retraction. Videdressing will then be able to recover the Transaction Price from the Seller in order to reimburse the Buyer.

The expenses incurred for the return of the Item remain the sole responsibility of the Buyer.

The return of the Item to the Professional Seller is the sole responsibility of the Buyer.

Upon receipt by the Seller of the statement of dissatisfaction, the Site will refund the Transaction Price within fourteen (14) days. The refund may be deferred until indication by the Professional Seller of the receipt of the Item or until communication by the Buyer of a Proof of Parcel Shipment, the first date being decisive.

The reimbursement will be done by the issuance of a credit using the initial payment method.

## **12.6 - Legal guarantees**

### **12.6.1 - The guarantee of conformity**

The Professional Seller must guarantee the consumer against defects that exist prior to purchase:

- The Item is unfit for the use expected from a similar Item;
- The Item does not match the description provided by the Professional Seller;
- The Item does not have the qualities advertised by the Professional Seller or agreed upon with the Buyer.

The defects can arise from the Item itself, packaging, instructions, installation when it has been tasked to the Professional Seller or performed under his/her responsibility.

This guarantee of conformity only applies to movable property, such as consumer goods, and allows for the reimbursement or repair of the defective goods.

In accordance with Article L217-7 of the Consumer Code, the legal guarantee of conformity is valid for two (2) years from the date of delivery of the Item to the Buyer. Videdressing recommends that the Buyer retain the proof of purchase for the duration of the warranty period. The Buyer may notify the Professional Seller of the defect within two (2) years. Any defect that appears within this period is presumed to have existed upon delivery, unless it is inconsistent with the nature of the Item itself.

### **12.6.2 - The warranty against latent defects**

In accordance with Article 1641 of the Civil Code: "*The seller is bound by the warranty against hidden defects of the item sold that renders it unsuitable for the use for which it is intended, or which diminish the use so much that the buyer would not have acquired it, or would have given a lower price, if he/she had known of such defect.* »

The Buyer may:

- obtain a full refund of the Item Price as well as any additional costs incurred (such as the Shipping costs) against the return of the Item,
- or retain this Item in exchange for a price reduction.

The Buyer benefits from this warranty for a period of two (2) years from the delivery date of the Item. The Buyer will have to prove that the defect existed at the time of this delivery.

## **Article 13 - Obligations**

### **13.1 - Limitation of liability**

LBC France, editor of the Site cannot be held liable for the content of the Adverts, the actions (or lack of action) of the Users, or the items offered for sale.

LBC France cannot be held liable for the defamatory, injurious or inappropriate nature of comments posted online by a User.

LBC France cannot be held liable for the fraudulent use by a third party and the possible consequences of the User's username and/or the password.

Hypertext links on the Videdressing Site may redirect to other sites, and LBC France is not responsible for their content or their actions.

LBC France cannot ensure that the Seller or the Buyer will conclude the transaction.

The contract created upon acceptance by the Seller of the Buyer's Purchase Offer binds only the Buyer and Seller. LBC France, serving only as an intermediary, cannot be held liable for

disputes and their outcome. Similarly, LBC France has no control over the quality, safety or legality of the Items listed, as well as the veracity or accuracy of the content of User's Adverts.

In case of a hidden defect that meets the definition provided in Article 1641 of the Civil Code, and discovered past the 48 hour periods following receipt of the Item assigned to the Buyer to exercise its Money Back Guarantee, any litigation may only be binding on the Buyer and the Seller, at the exclusion of LBC France.

### **13.2 - Site access**

LBC France, editor of the Site cannot guarantee that the Site will be permanently accessible and is bound only by an obligation of means concerning the continuity of its access.

BC France reserves the right to suspend access to the Site, temporarily or permanently, for any reason, including in the event of maintenance or in an emergency without notice or compensation and without incurring liability.

As a result, BC France cannot be held liable for the loss of money, reputation, or for any special, indirect or incidental damages resulting directly or indirectly from the use of the Site.

### **13.3 - Temporary suspension of the obligations of the parties**

The obligations of the parties to this contract are suspended in the event of:

- Force majeure;
- Strike;
- Breakdown;
- Blockage or difficulties concerning computer hardware, computer software, or the Internet network used by Videdressing; and
- Suspension of access to the Site.

## **Article 14 - Intellectual property**

### **14.1 - Intellectual property rights**

All intellectual property rights (such as, in particular, copyrights and related rights, trademark rights, rights of database producers) relating to both the structure and content of the Site and the following elements, in particular: images, sounds, videos, photographs, logos, brands, graphic elements, texts, visuals, tools, software, documents, data, etc. are reserved.

These elements are the property of LBC France and are made available to Users, free of charge, for the sole use of the Site and during the normal use of its functionalities. The Users undertake to not modify them in any way.

Any unauthorised use of these elements will result in a copyright violation and constitute infringement. It may also result in a violation of the image rights, personal rights or any other rights and regulations in force. It can therefore invoke the civil and/or criminal liability of its author.

Any User or Visitor is prohibited from copying, modifying, creating a derivative work, inverting the design or assembly, or otherwise attempting to find the source code, sell, assign, sublicense, or otherwise transfer any right relating to the aforementioned elements.

All Users and Visitors agree in particular to not

- extract, whether or not for commercial purposes, all or part of the information on the Site;
- reproduce in any other medium, for commercial purposes or not, all or part of the information on the Site.
- use a robot, including a crawler (spider), a search or recovery application of the websites or any other means to recover or index all or part of the content of the Site except in the case of the express and prior authorisation of LBC France;
- copy the information on media of any kind to reconstitute all or part of the original files.

Any reproduction, representation, publication, transmission, use, modification or extraction of all or part of the aforementioned elements in any manner whatsoever without the prior written permission of LBC France is prohibited. These illegal acts engage the liability of its authors and are likely to lead to legal proceedings against them and particularly for copyright infringement.

The Videdressing brands and logos, videdressing.com and vide-dressing.com are registered trademarks. Any total or partial reproduction of these trademarks and/or logos without the prior written permission of LBC France is prohibited.

LBC France is the producer of the Site's databases. As a result, any extraction and/or reuse of the database or databases within the meaning of Articles L 342-1 and L 342-2 of the Intellectual Property Code is prohibited.

Videdressing may contain hypertext links to sites operated by third parties. These links are provided for informational purposes only. The decision to activate these links is the full and complete responsibility of the User.

LBC France has no control over these sites and declines any liability for the access, content or use of these sites, as well as any damage that may result from the consultation of information on these sites.

No hypertext link may be created to the Site without the prior and express consent of LBC France.

If an internet user or legal person wishes to create a hypertext link to the Site from his/her site, irrespective of the medium, such person must first contact LBC France. Any silence from LBC France should be interpreted as a refusal.

LBC France reserves the right to take legal action against persons who have not complied with the prohibitions contained in this Article.

## **14.2 - Content of the Adverts**

The content of the Adverts belongs to the Users, however, by posting the Adverts on the Site, the User grants LBC France

- the non-exclusive, transferable, sublicensable, non-exclusive right of exploitation across the entire world concerning all the content of the Adverts and, in particular, concerning the photographs, texts, videos, illustrations, brands, logos, titles, as soon as they are published on the Site
- as well as a license regarding all the intellectual property rights relating to the content and especially concerning the copyright on the elements used in its Advert, such as photographs, texts, videos, drawings, illustrations and sound elements for the full legal term of the User's intellectual property rights and for the entire world.

The rights thus conceded include the right to reproduce, represent, distribute, adapt, modify, create a derivative work, translate all or part of the content by any process, in any form whatsoever and on any medium (digital, printed, etc.) known or unknown to date, in connection with the Site or in connection with LBC France's business activity, for commercial or non-commercial purposes and, in particular, for advertising purposes, as well as for distribution on the social networks on which Videdressing is present and, in particular, on Videdressing's Facebook, Instagram and Twitter pages.

In particular, the photographs of the Adverts may be reproduced and integrated into the advertising formats published on the Site. The Users also agree that LBC France can retouch photos of the Items that the Users have posted online to maximise their visibility.

The Seller agrees that the photos published on his/her Advert may be reused as part of a resale for the benefit of a Buyer.

The Seller consents to the posting of his/her Advert and the content of such Advert on social networks, including Facebook, Instagram and Twitter. Consequently, the User acknowledges having read the general terms and conditions of use of the Facebook, Instagram, and Twitter sites and accept the terms, especially with regard to the reuse of content and personal data. The Seller also agrees that his/her Advert may be displayed on LBC France's partner sites.

Under this license, LBC France, without incurring any obligation to act, is entitled to oppose the reproduction and exploitation by unauthorised third parties of the Adverts published on the Site.

#### **Article 15 - Miscellaneous provisions**

The tolerance by LBC France of any acts in violation of these General Terms and Conditions does not constitute a waiver of the aforementioned General Terms and Conditions.

In the event that one or more of the provisions of these General Terms and Conditions will be deemed obviated by a legislative or regulatory provision or court decision, all of the other provisions remain applicable.

By registering on the Site, the User acknowledges having read, understood and accepted without reservation the entirety of these General Terms and Conditions that necessarily govern all of the relations between LBC France, the Buyers and the Sellers. This acceptance takes effect from the date of the User's registration on the Site and is valid for each transaction,

Advert, Offer to Purchase and Sale. These General Terms and Conditions prevail over any contractual or non-contractual document belonging to either the Buyer or Seller.

LBC France has the right to modify the present General Terms and Conditions according to the development of its offer and the market. The User therefore undertakes to regularly consult the General Terms and Conditions of the Site to find out about modifications made to them. The use of the Site by the Users constitutes their acceptance of the modifications made to the General Terms and Conditions. In the absence of the User's consent, the User agrees to no longer use the Site and delete his/her account.

These General Terms and Conditions do not create any relationship of agent, subcontractor, joint venture or subordination relationship between LBC France and the User.

This contract is subject to French law. Any dispute with a Member acting in a professional capacity and arising from its interpretation and/or execution is within the jurisdiction of the Paris Commercial Court.