

# GENERAL TERMS & CONDITIONS

## Legal information

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This website [www.videdressing.com](http://www.videdressing.com) HYPERLINK "http://www.videdressing.com/" is published by LBC France, a simplified joint stock company (S.A.S.) with a capital of 3,252,490 euros.

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## Website Terms and Conditions

This website [www.videdressing.com](http://www.videdressing.com) HYPERLINK "http://www.videdressing.com/" (hereafter referred to as "Videdressing") is published by the company LBC France, with a registered capital of 3,252,490 euros, registered in the Paris Trade and Companies Register under the number

521 724 336, identified under the intra-community VAT number FR32521724336, the registered office of which is situated at 24 rue des Jeûneurs, Paris (75002).

As of July 1, 2023, the Website will close down permanently.

Until July 1, 2023, the Website brings together Sellers and Buyers wishing to sell second-hand fashion items (hereafter referred to as the Items). The Sellers and Buyers may be referred to hereafter as "Users".

The Website acts as an intermediary between the Buyer and the Seller. When a User purchases an Item, his payment is retained by Videdressing. This sum is then paid to the Seller when the Buyer has confirmed that he has received the Item and is satisfied with it.

The Website only acts as an intermediary and cannot be held responsible or liable for any disputes.

The purpose of these General Terms & Conditions is to define the Website's Terms of use and Terms of sale for Users.

## Definitions

**Buyer:** A User, aged 18 or over, or a legal representative of a legal entity, who has purchased one or more Items.

**Delivery Address:** the postal address provided by the Buyer when placing the Order, to which the Item ordered by a Buyer shall be delivered by the Seller.

**Ad:** an offer to sell one or more Items issued by the Seller on the Website. As of April 12, 2023, it is no longer possible to place an Ad on the Website.

**Item:** an item belonging to the fashion categories, put on sale by a Seller on the Website, meeting the criteria defined in Article 3 of these Terms and Conditions and which constitutes the subject of the contract between the Seller and the Buyer. As of April 12, 2023, it is no longer possible to post an Item on the Website.

placing Purchase Voucher: discount to be used when  
one or more Orders on the  
Website [www.videdressing.com](http://www.videdressing.com).

**Discount Coupon:** e-mail containing a code, issued to the Buyer upon confirmation of the availability of the ordered Item. This code is sent by the Buyer to the Seller in the case of a delivery by hand and makes it possible to pay the Seller.

Prepaid shipping order: a shipping label generated by Videdressing for the shipment of one or more Item(s) as part of the Certificate of Conformity or for a delivery by Mondial Relay.

Store: includes all items offered for sale on Videdressing by the same Seller and information about the latter. This page is public. As of April 12, 2023, it is no longer possible to create a Store on the Website.

Catalogue: all Items offered for sale on Videdressing by all Sellers.

Certificate of Conformity: a paid option proposed to Sellers for an Order, enabling them to have their Items(s) physically inspected by Videdressing before forwarding to the Buyer. The Certificate of Conformity has no legal value.

Package: a package carefully packed by the Seller on which the Buyer's Delivery Address is displayed and containing the Item(s) ordered by the latter.

Order: the purchase of an item by a Buyer from a Seller on Videdressing. As of April 12, 2023, it is no longer possible to place an Order on the Website.

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

Pending moderation: Ad created by a Seller and detected by the algorithm as being sensitive. This Ad has been put on hold until validation by the anti-counterfeiting team.

Referred User: an Internet user who is not registered on the Website, contacted by his or her Referrer in order to participate in the Referral Program and whose email address was collected by the Referrer in strict compliance with the applicable legal provisions and in particular the European Regulation of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free circulation of such data

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

Service fees: fees for the use of Videdressing, calculated as a percentage of the price of the Item. They are payable by the Buyer at the time the Order is placed and become firm and final when a sale is finalized.

Satisfied or Your Money Back Guarantee: the possibility for a Buyer who is not satisfied with his or her Order to declare his or her dissatisfaction and the reasons for his or her dissatisfaction on the Website, within 48 hours following the reception of the Item (including weekends and holidays), in order to proceed with the return of the Item.

Offer to Purchase: an irrevocable offer to purchase one or more Items made by a Buyer on the Website in response to one or more Ads from one or more Sellers. As of April 12, 2023, it is no longer possible to make an Offer to Purchase.

Delivery method: the firm and final forwarding method chosen by the Users, by Colissimo with tracking, by DHL, by Mondial Relay, by Colissimo with signature and/or with insurance, registered mail or for certain particular cases, any other carrier.

Wallet: payment account opened on the Website by and in the name of the User, to which the sums relating to his sales are paid.

Proof of shipment of the Package: proof of shipment of the Package, issued by the carrier.

Referral Programme: a programme allowing Users to obtain advantages by introducing the Website to unregistered Internet user(s) in order that the latter may in turn become Users of the Website.

Promotional programme: a time-limited programme during which the price of Items on sale are reduced or the shipping costs are covered by the Seller.

Item Price: price proposed by the Seller for the sale of an Item. It constitutes the basis for the calculation of Videdressing's Commission and Service Fees. It does not include shipping costs, coupons, rebate coupons or any other discounts.

Transaction Price: the price paid by the Buyer. It includes the Item Price, increased by the Shipping Costs and the Service Fees.

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

Handdelivery: option proposed to the Seller when he creates his Ad and which can be selected by the Buyer in order to take delivery of the ordered Item in person, thus saving the amount of the Shipping costs.

Resale: the possibility for a Buyer not satisfied with his Item and having declared his dissatisfaction in the 48 hours following its reception to put

his Item back on sale free of charge, without any re-sale costs or commission. As of April 12, 2023, it is no longer possible to practice a Resale on the Website.

Website: Websites accessible at the following URLs <http://www.videdressing.com> and <http://m.videdressing.com> as well as through the Videdressing iOS and Android mobile applications, managed by LBC France. As of July 1, 2023, the Website will close down permanently.

User: a person with a Videdressing account to buy and / or sell one or more items.

Seller: A User who offers one or more Items for sale. This can be either a private seller or a professional.

Professional Seller: A User acting within the scope of his/its professional activity or a commercial activity which proposes the sale of one or more Item(s).

Videdressing: A service proposed by the company LBC France through the website [www.videdressing.com](http://www.videdressing.com) HYPERLINK "<http://www.videdressing.com/>" and its applications

Visitor: a non-registered Internet user browsing the Website who declares that by accessing and using the Website he/she has read these General Terms & Conditions and expressly accepts them without reservation and/or modification of any kind.

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

### **1.1 - Registration conditions**

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

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

As of April 12, 2023, it is no longer possible to open an account on the Website.

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

In the first case, the User must complete the fields of the Website's registration form and provide complete and accurate information. Among the mandatory fields, the User must enter his or her title, 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 Facebook account, including his first name and his

name, Facebook ID, email address, gender, date of birth, profile picture, and other information made public on the account. This information will be used to automatically create the User's Videdressing account.

### **1.3 - Creation of a store**

As of April 12, 2023, it is no longer possible to create a Store on the Website.

After registering on the Website, the User is assigned a Store. The User's name chosen at the time of registration will be publicly displayed on it.

In the Store, the information entered by the User is publicly displayed:

- Store name;
- Town/City and country;
- Registration Date;
- The Seller's status (private or professional seller);
- The User's profile picture;
- Number of Items on sale and already sold;
- Rating and;
- Description written by the User.

Depending on the User's activity on the Website, the Store may also contain other information such as Items already sold by the User or the User's rating by other Users.

### **1.4 - The User's obligations**

The User agrees to update the information provided on Videdressing as soon as possible. He/she is solely responsible for the possible consequences of not updating this information.

The User undertakes not to display his contact details (telephone, address, e-mail...) in his Ads, in any questions and answers relating to it, or in the name or the description of his Catalogue.

Videdressing may, if necessary, delete this information without having made a prior request to the User. The User undertakes not to enter into direct contact with other Users outside the comment area provided for this purpose on the Website.

Once an Item has been sold on the Website, the Buyer agrees that his first and last name, his Delivery Address as well as his e-mail address and telephone number will be communicated to the Seller if the hand delivery option has been selected.

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

The User undertakes not to communicate his User name and password to third parties. In the event of his account being used, even without his knowledge, by a person using his password and his pseudonym, he alone will assume the consequences of this use. Should he become aware of any fraudulent use of the Website under his identity, the User undertakes to inform Videdressing without delay.

The User undertakes not to create or use any accounts other than the one he/she initially created, either under his/her own identity or that of a third party.

The User undertakes not to use remarks that are offensive, abusive, defamatory or that may damage the reputation of other Users on the Website, in particular through the comments. The User is forbidden to publish photographs with inappropriate content (nudity, violence...).

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

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

LBC France uses personal data concerning the Users during the use of the Website. To learn more about how your data is used by LBC France, please consult the Privacy and Cookie Policy of the Videdressing Website. Therefore, by using the Website, you agree to our Privacy and Cookie Policy, which is available at [videdressing.com/static/privacy.html#privacy\\_retention](https://videdressing.com/static/privacy.html#privacy_retention).

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

### **3.1 - Putting an Item online**

As a result of the closure of the Website on July 1, 2023, it is no longer possible to offer an Item for sale on the Website as of April 12, 2023.

Concerning the Items put on sale on the Website before April 12, 2023:

Any item offered for sale on the Website must correspond to a physical item available immediately. The Seller must have full and complete ownership of the Items,

with the exception of Professional Sellers engaged in consignment sales, authorised by the owner of the Item, and having the capacity to sell.

The User may only offer fashion Items for sale on the Website. He undertakes to inform the Buyer of the precise characteristics of the Items. The description and the content of the offer must be accurate, truthful and must not mislead the Buyer. The Ad must reflect any changes in the characteristics of the Item and the Seller agrees to delete his Ad if the Item is no longer available for sale.

Items of lingerie, swimwear, socks and pantyhose as well as nightwear can be offered for sale on our Website. These second hand Items can only be offered for sale in "as new condition" or "very good condition".

The Ads published on Videdressing may also be published on leboncoin.fr, a service for placing and viewing classified ads on the Internet, also published by the company LBC France. The Users will be informed of this multi-channel posting by e-mail or by a mention of this at the time they place their Ad.

### **3.2 - The User's obligations**

The Seller agrees not to list ads that do not fall under the fashion categories. Videdressing reserves the right to delete the Ads concerned.

The Seller is liable for the content of the Ad and the contacts related to it with other Users. He/she guarantees LBC France, the publisher of the Website, against any claims relating to the content of the Ad.

The Seller agrees to keep his/her/its Store up to date and to remove Items that are no longer available.

The Seller also undertakes to ensure that the Items are not defective, in particular stained, torn or perforated.

The Seller undertakes to publish only photos of the Items that he has taken himself. Thus, the use of non-rights-free photos is strictly forbidden.

Videdressing consequently reserves the right to remove any photo that has not been taken by the Seller from the Website.

Videdressing may ask the User to modify his or her Ad, particularly if the latter is erroneous or does not respect these General Terms & Conditions.



The Seller undertakes to place only one Ad per Item offered for sale. If the Seller has more than one unit in stock, the Seller must indicate this in his Ad. Videdressing reserves the right to delete multiple Ads for the same Item.

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

### **3.3 - Prohibited sales**

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

- Batches of Items
- Electrical items such as hair straighteners, curling irons, epilators or hair dryers
- Promotional items offered by brands, especially when purchasing cosmetics
- Perfumes and cosmetics
- Items prohibited by law, including wolf fur or elephant hair

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

Videdressing, through the company LBC France, is a signatory since 2012 of the [Charter to combat counterfeiting online](#) developed under the aegis of the Minister of Industry, Energy and the Digital Economy.

The Seller shall refrain from proposing for sale any Items for which he has no knowledge of the origin or whose origin may be doubtful. He therefore undertakes not to list Ads for any infringing Items.

Videdressing reserves the right to proceed with a verification of the Ad and to require the Seller to provide additional information or photographs (eg: serial number, invoice, authenticity card). Videdressing's algorithm automatically puts any Ads detected as being sensitive on hold. Such Ads will display the status Pending Moderation.

If a counterfeit item is offered for sale, Videdressing reserves the right to delete the ad.

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

The Users agree to inform Videdressing as soon as they notice that an Ad does not comply with the provisions of this Article.

If one or more infringing items are put on sale, Videdressing reserves the right to permanently delete the account of the User concerned and to take all measures, including judicial, to prevent the re-registration of this User. In order to ensure the reimbursement of Buyers, Videdressing, through the company LBC France, also reserves the right not to proceed with the transfer of the balance of the deleted User's Wallet to his bank account.

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

The Seller determines the Price of the Item under its sole responsibility. Videdressing invites the Seller to not set a price which is clearly excessive.

Ads for luxury brand items that do not comply with these provisions will be automatically deleted.

Videdressing reserves the right to delete an Ad and has the possibility to suggest a lower price to the particular Seller when the price is obviously too high.

### **3.6 - Determination of the in-store Sales Price**

The Seller undertakes to indicate a real Store Price so as not to mislead the Buyer, which corresponds to a simple statement of the amount paid by the Seller at the time of purchase or to the value of the new Item available in the retail market.

The User is warned that the in-store Sales Price is not verified by Videdressing. The percentage of savings stated for each Item is calculated from the in-store Sales Price quoted 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's anti-counterfeiting team of 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 amount will be deducted from the sale price when the Order is finalized.

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

Only Items with a price above 150 euros are eligible for the Certificate of Conformity option.

As an exception, Sellers residing outside the European Union cannot opt for the Certificate of Conformity.

If the Item inspected for the Certificate of Conformity is judged non-compliant or not authentic, the Seller will have to ask Videdressing to send back the Article by post. Shipping costs are 15 euros for a shipment within the European Union. An Item received on Videdressing's premises will be kept for a period of three (3) months from its date of receipt. At the end of this period, any Item not recovered will become the property of LBC France, the publisher of the Website, and the Seller agrees not to collect or receive any sum for the Item.

If the sale is not finalized for any reason, the Certificate of Conformity fee shall not be charged to the Seller.

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

Videdressing allows Sellers to participate in promotional programmes as part of special operations. At the time the Ad is created, Sellers can tick the box provided for the purpose to joining this programme. In this case, the Seller allows Videdressing to lower the price of its Item within the limit of a percentage range that can go from -5% to -15% off the Item price during these operations, the frequency of which is defined by Videdressing. Once the Seller has agreed to participate in the Promotional Programme by ticking the box provided for this purpose, LBC France declines all liability in the event of an error on the part of the latter and cannot cancel the application of the promotion.

### **3.9 - Coverage of the shipping costs by the Seller**

Videdressing allows Sellers to pay the shipping costs on one or more of their items in the event of an order. When creating the Ad, Sellers can tick the box provided to make this choice.

When placing the Order, the Buyer will not be charged for the shipping costs. The Seller shall be responsible for paying the shipping costs. No refund of the Shipping Costs will be issued to the Seller, even if the Item is subsequently returned.

The coverage of Shipping Costs only applies to shipments via Colissimo as well as to Orders for which the Buyer's and Seller's addresses are located in the same country.

## **Article 4 - Orders**

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

Due to the closure of the Website on July 1, 2023, it is no longer possible to place an Order on the Website as of April 12, 2023.

Concerning Orders placed on the Site before April 12, 2023:

When the Buyer pays for his Order, he issues an irrevocable Offer to Purchase the Item(s) in his basket. The Buyer shall be bound by this Offer to Purchase until the expiry of the acceptance period available to the Seller as defined below.

Following the payment for the Order by the Buyer, Videdressing notifies the Seller of the Buyer's Offer to Purchase by e-mail. The Seller undertakes to confirm or decline its offer to sell within 96 hours of receipt of the aforementioned e-mail. After this period, a failure to reply shall constitute a cancellation of the offer and Buyer's Order shall be cancelled. This cancellation will not result in any payment being charged to the Buyer.

To accept the Offer to Purchase, the Seller must declare the availability of the Item(s) ordered by the Buyer. This declaration by the Seller is firm and irrevocable.

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

The Offers to Purchase made by the Buyer are independent of each other. If one or more of the Offers to Purchase have not resulted in a declaration of availability by the Seller(s) concerned, the Buyer's other Offers to Purchase shall not lapse and shall be binding vis-à-vis the Buyer.

LBC France, the publisher of the Website, is a simple intermediary and is not a party to the transaction between the Buyer and the Seller. When the Order is placed and finalized, ownership of the Item(s) passes directly from the Seller to the Buyer.

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

#### **4.2 - Shipping of the Order**

Concerning Orders placed on the Website before April 12, 2023:

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

The Buyer chooses his shipping method from among the options initially selected by the Seller at the time he created his Ad. The Buyer undertakes to have a standard letter box meeting the recommendations of the postal services (size of the letter box, residents' contact details displayed, etc.).

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

Following the declaration of availability of the Item, Videdressing will provide the Seller with the Buyer's address so that it can proceed to ship the Item.

The Seller undertakes to ship the Item within 72 hours.

Videdressing recommends that the Vendor sends Items with a value greater than or equal to 100 euros and/or Items in the jewelry and watch categories, using a delivery method that offers insurance up to the Item price.

The Seller agrees to use the shipping method chosen by Buyer and displayed in the Order. He also undertakes to send the Item(s) carefully packed. Otherwise, the Seller may incur liability.

If the shipping method chosen by the Buyer is not respected, the sale will not be finalized. In the event of dispute, without confirmation of receipt by the Buyer, Videdressing reserves the right to cancel the Order and to reimburse the Buyer.

The Seller undertakes to enter the tracking number of the Package in his Videdressing account within ten (10) days maximum from the date of his declaration of availability of the Item. As an intermediary, LBC France, the publisher of the Website, may examine any problems encountered with a shipment on a case-by-case basis within thirty (30) days.

The Seller shall retain the Proof of Shipment of the Package for thirty (30) days from the shipment date.

The Seller agrees not to enclose any advertisements for itself or for anyone else, in any form whatsoever.

The Seller agrees to use the Buyer's contact information only for the purpose of fulfilling the Order and the related legal obligations.

LBC France, the publisher of the Website, declines all liability for delivery, regardless of the shipping method chosen.

If the Order is not shipped and the customer service department is not informed of the tracking number of the Package within ten (10) days of the confirmation of the availability of the Item, the sale will be cancelled and the Buyer will be reimbursed for the Transaction Price.

#### **4.2.1 - Delivery methods: Colissimo, Lettre Suivie (registered mail) and misc. carriers**

After shipment of the Item, the Seller undertakes to always enter the tracking number provided by the carrier in his Videdressing account.

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

In the event of any incident occurring during the shipment:

- Colissimo without signature: La Poste (the French post office) will issue compensation for the loss or damage for a maximum amount of 23 euros per kilogram of gross weight of missing or damaged goods, except in case of fault, extraneous causes or non-compliance by the Seller with La Poste's Terms and conditions.
- Colissimo with signature: La Poste Office will issue compensation for loss or damage for the maximum lump sum amount chosen by the Seller at the time the Package was shipped. The Seller must choose an amount corresponding to the Price of his Item. In case of compensation lower than this amount, the Seller will not be able to claim the difference from LBC France, the publisher of the Website, which cannot be held liable.
- Registered Mail: La Poste will issue compensation for loss or damage up to thirteen (13) euros corresponding to the reference M, except in case of fault, of non-compliance with the obligations resulting from the general conditions of sale of the registered mail, of force majeure, of defects inherent to the shipped Item or of any other factors not attributable to La Poste.

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

The customer service department may also require the Purchaser to open a complaint or claim, in particular for a contested delivery or signature.

The Seller undertakes to consult the general terms and conditions of sale of the carrier chosen for the shipment of his Article.

#### **4.2.2 - Delivery method: Mondial Relay**

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

Following the declaration of availability of the Item, Videdressing will send a prepaid Shipping Order to the Seller. The pre-paid Shipping Order will include the address of the relay point selected by the Buyer and must be printed and glued to the Package.

The Seller undertakes to drop off the Package at the relay point within 72 hours following the receipt of this prepaid Shipping Order.

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

The Mondial Relay service cannot be used for Packages whose 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 his Article by clicking [here](#).

To contact Mondial Relay's Customer Service department, different methods are available to the User:

- For any questions, please contact the following email address [suividecolis@mondialrelay.fr](mailto:suividecolis@mondialrelay.fr) (average response time: 2 working days)
- To track your Package in real time: <https://www.mondialrelay.fr/suivi-de-colis/>
- By phone on 09 69 32 23 32 from Monday to Friday from 9am to 12pm and from 2pm to 5.30pm

In the event of any anomaly noted concerning the condition of the Package at the time of its reception, the Purchaser agrees to refuse the Package.

In the event of a lost Package, an internal investigation within Mondial Relay is opened on the tenth (10th) day following the last update on the Package's status, after a prior request to this effect by the User. The latter shall have an additional three (3) days to make the request.

In the event that the Package is shown as "received by the Buyer" although the Buyer declares that he/she has not received it, the latter undertakes to initiate a dispute procedure with Mondial Relay. To do so, the Buyer must contact Mondial Relay's customer service department within a maximum of three (3) days following the last update on the Package's status.

Any dispute shall be initiated:

- By contacting the following email address: [suividecolis@mondialrelay.fr](mailto:suividecolis@mondialrelay.fr) (response time 2 working days)
- By phone at 09 69 32 23 32 from Monday to Friday from 9am to 12pm and from 2pm to 5.30pm. The average length of time required to conduct an investigation is twenty (20) days.

If the loss or damage is confirmed by Mondial Relay, Videdressing will reimburse the Seller for a sum of up to twenty-five (25) euros maximum per Package and the shipping costs will not be reimbursed. This refund will be made within five (5) working days from the confirmation of the loss or damage of the Package by Mondial Relay.

Mondial Relay remains solely liable in case of the loss of the Package or for any damage noted. LBC France, the publisher of the Website, cannot be considered liable under any circumstances.

In case of an Item sent by Mondial Relay being returned, the Item must obligatorily be shipped using the Colissimo or Registered Mail delivery methods. Failing this, LBC France, the publisher of the Website, 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 shipped directly to Videdressing's premises (24 rue des Jeûneurs, 75002 Paris, France). Following the declaration of availability of the Item, the Seller will receive a prepaid Shipping Order by e-mail in order to proceed with the shipment of his Item.

This Prepaid Shipping Order is valid for seven (7) days. If the latter is not used, the Order will be cancelled and the Buyer reimbursed.

In the event that the Seller wishes to ship the Item from another country of the European Union, the latter will not receive a prepaid shipping order and undertakes to ship the Item by his own means.



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

#### **4.4 - Hand-delivery**

The Seller shall have a period of ten (10) days from the confirmation of the availability of the Item to complete the Delivery Note.

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

#### **4.5 - Receipt of the Item**

The Buyer is invited to confirm the reception of the Item and his satisfaction with it within 48 hours following the reception of the Item (including weekends and holidays, not counting the day of delivery). If the item has not been received within the 48-hour deadline, the Buyer must inform the customer service team of this.

If the Buyer has not come forward within 48 hours, Videdressing will proceed with the finalization of the sale and the payment to the Seller's Wallet of the amounts corresponding to the transaction. This finalization of the Order involving the payment of the Seller is firm and final.

The Buyer and the Seller agree that Videdressing will calculate this deadline based on the information provided by the carrier. LBC France, the publisher of the Website, declines all liability in case of incorrect information provided by the carrier.

In any event, once an Order has been finalized, any Buyer who claims not to have received his or her Product shall have a maximum of thirty (30) days, as of the date of the said finalization, to contact customer service in writing. No claim made outside of this period will be taken into account.

In the case of shipment by Colissimo or Registered Mail, the Buyer undertakes to collect the Item from the pick-up point as soon as possible. Otherwise, if the Item is not collected and the Package is returned to the Seller, the Buyer will not be reimbursed for the Shipping Costs. These will be paid by Videdressing to the Seller.

In the case of shipment by Mondial Relay, the Package will remain available at the relay point for fourteen (14) calendar days. The Package will be issued to the recipient upon presentation of his ID and digital signature.

If the relay point initially chosen by the Buyer is unavailable, Mondial Relay will deliver the Package to the nearest relay point.

If the Package is not collected, it will be sent back to the relay point of departure and will then be available for a period of fourteen (14) calendar days. At the end of this period, the Package will be sent to the Mondial Relay Expertise Service and will be available for a period of thirty

(30) days. At the end of this period, Mondial Relay may dispose freely of the Package with no complaint or claim being considered.

In the case of an Order placed with a Professional Seller, if the Package is lost or damaged by the carrier, the Professional Seller undertakes to refund the Transaction Price to the Buyer. It will then be up to the Professional Seller to file a claim with its carrier to obtain compensation.

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

### **5.1 - Composition of the payment**

The amount paid by Buyer includes:

- the Price of the Item, set by the Seller;
- the Service Fee corresponding to 2% of the Item Price set by the Seller;
- the shipping costs set by Videdressing according to the carriers' rates (table provided below for illustration purposes), unless the Seller chooses to pay the shipping costs for the Buyer or if the Buyer selects the Hand delivery option.

### **5.2 - Service Fees**

When the Buyer pays for the Order, a Service Fee will be added to the total amount of the Order. This fee is at the Buyer's expense.

The Service Fee is 2% of the Item Price as determined by Seller and may not include any discount.

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

If the Item costs eighty (80) euros and the Buyer has benefited from a Purchase Voucher granting him/her a discount of twenty (20) euros, the Service Fee will be calculated based on the original Item Price, i.e. eighty (80) euros, and not on the Price including the discount.

In the case of a return under the terms of the Satisfied or Your Money Back Guarantee or in case of the cancellation of the Order, Videdressing undertakes to reimburse the Service Fees to the Buyer. However these are due once the sale is finalized.

### 5.3 - The price of the Shipping Costs

The Shipping Costs paid by the Buyer vary according to his location and the number of Items ordered.

In the event of a multiple Order from multiple Sellers, the Buyer shall pay separate Shipping Costs for each Item as described below.

In the event of a multiple Order from the same Seller, the price of the Shipping Costs will be that of one (1) Item and each additional Item will be charged at one (1) euro, with the exception of registered letters.

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

Country of delivery	Carrier	Price for 1 Item	Price for 2 Items	Price for 3 Items
France	Colissimo	€7.90	€8.90	€9.90
French overseas départements	Colissimo	€13.55.	€14.55	€15.55
French 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 State, Serbia and Montenegro, Serbia, Montenegro, St. Barts, Moldova, Macedonia, Albania, Algeria, Andorra, Belarus, Bosnia and Herzegovina, Croatia, Faroe Islands, Gibraltar, Iceland, Liechtenstein.

**Zone C:** Oman, Qatar, São Tomé and Príncipe, Saudi Arabia, Senegal, Seychelles, Nigeria, Namibia, Mozambique, Mauritius, Mauritania, Mali, Malawi, Madagascar, Libya, Sierra Leone, Somalia, South Africa, Zimbabwe, Zambia, Democratic Republic of the Congo, Western Sahara, United Arab Emirates, Turkey, Togo, Tanzania, Syria, Swaziland, Palestinian Territory, Liberia, Ethiopia, Ivory Coast, Congo, United Arab Emirates, United States,

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, Marshall Islands, Mexico, Federated States of Micronesia, Mongolia, Montserrat, Myanmar, Nauru, Nepal

Macau Chinese S.A.R., Saint Lucia, Saint Vincent and the Grenadines, Turkmenistan, Turks and Caicos Islands, Tuvalu, U.S. Minor Outlying Islands, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, British Virgin Islands, U.S. 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.

Please note that when the Seller ships the Item to a country other than his own, with the exception of Germany and Italy, the amount of the Shipping Costs is then fixed.

For example, if a Belgian Seller sends an Item to France, he will be reimbursed for the shipping costs up to €7.90, the rate in force in France.

- When a 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 shipping via Mondial Relay, the rate is €4.90 for one Item. Each additional Item will be charged at one (1) euro.

For example, for two Items to be shipped by Mondial Relay, the price will be of €5.90.

The total value of the items in the Package may not exceed 500 euros.

- When the Seller ships via Registered Mail

When the Seller ships to an address located in France, he can propose sending the Item by Registered Mail at a price of 4.78 euros per Item corresponding to format M.

#### **5.4 - Customs charges**

In the event that one of the parties resides in a country outside the European Union, customs charges may apply. Thus, before placing the Order the Buyer undertakes to check the origin of the Item he wishes to purchase on the Ad. Upon receipt of the package, the Buyer will be required to pay the customs charges.

When returning an Item, the Purchaser must specify on his shipping form that the shipment concerns the return of goods. In the absence of information on the return form, the customs charges unduly charged to the Seller at the time the Item is returned will be deducted from the amount of the refund paid to the Purchaser.

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

The Buyer can arrange to pay in 3 or 4 installments with FLOA Bank. The conditions for this financing option are defined below: View the conditions by clicking [here](#).

#### **5.6 - The different payment methods**

The Buyer may pay:

- using his Wallet,
- by credit card via the secure Hipay portal,
- by Paypal,
- by Vouchers.

As part of the measures to combat fraud, money laundering and terrorism, Videdressing may ask the Buyer for proof of identity. Pending receipt of these documents, Videdressing reserves the right to suspend an Order and/or a banking transaction.

LBC France, the publisher of the Website, shall not be held liable in the event of fraudulent use of the means of payment used by the Buyer during the Order.

- Using the Wallet

Following a finalized sale, the Seller will receive the amount of his sale in his Videdressing Wallet. The Seller may then choose to reuse this amount for a new Order, this time as a Buyer.

Payment will be made in whole or in part with the amount available in the User's Wallet.

- By credit card via the secure Hipay portal

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

As a result, at the time of payment the Buyer will be redirected to the platform of the company HPME. The terms and conditions applicable to the payment transaction will be specified to him on this occasion.

This means of payment is secured by a data encryption process in order to avoid the interception of this information by a third party.

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

- By Paypal

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

To be able to pay by PayPal, the Buyer must have a PayPal account and agree to their general terms and conditions of use.

When choosing this payment method, the Buyer is automatically redirected to his PayPal account.

- By Voucher

The Buyer can pay the asking price for the Item using a Purchase Voucher provided by Videdressing containing a code.

The Vouchers can be used exclusively on the site [www.videdressing.com](http://www.videdressing.com) and are valid for all Items on the Website. The Vouchers are valid for a set period as from the date they are sent to the recipient of the Voucher. They are used in one go.

In order to use the Purchase Voucher, the Buyer must enter the code in the space provided for this purpose when placing 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 Buyer.

In the event that the total amount of the Order is greater than the value of the Purchase Voucher, the recipient of the Purchase Voucher may pay the difference using another payment method.

If the Order is cancelled due to the Item not being available or if the Item is returned under the Satisfied our Your Money Back Guarantee, the Voucher recipient will be given a new code to enter when placing a new Order. The validity period of the Purchase Voucher will not be extended.

The value of the Voucher cannot be credited to a bank account or bankcard.

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

The Seller authorizes Videdressing, through the company LBC France, to collect the transaction price in his name and on his behalf.

### **6.1 - Commission**

In return for the use of the platform, the Seller authorizes Videdressing, through the company LBC France, to deduct a Commission based on the total price of the Transaction at the time the Order is finalized, determined according to the terms defined below.

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

For professional sellers, Videdressing, through the company LBC France, charges a commission of 12% ex VAT with a maximum of 250 euros ex VAT.

As an exception, the Commission charged to the Seller, including professionals, for each Item whose price is less than or equal to 150 euros is waived.

The Commission is not payable by the Seller if the Item is returned by the Buyer or if the Item is unavailable.

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

Following the finalization of the Order, Videdressing will proceed with the payment of the Transaction Price to the Seller's wallet, minus the Commission, provided that the Transaction Price has been fully paid by the Buyer and collected by LBC France, the publisher of the Website.

The amount of the initial Shipping Costs shall only be paid to the Seller if the Buyer is satisfied, resulting in the Order being finalized, or if the Buyer has made an error concerning the reason for his dissatisfaction and the Item is in order. Obviously, if the Seller has offered to assume the Buyer's shipping costs, this amount will not be paid to him.

The Seller agrees to receive only a sum equal to the Transaction Price to the exclusion of any other sums or interest. The Seller hereby waives any claim concerning any sums possibly resulting from the immobilization of the sums collected in his name and on his behalf by LBC France, the publisher of the Website, when a sale is made.

The Item Price, the Shipping Costs, the Commission and the Amount Paid to the Seller are inclusive of tax (except for the VAT deducted by LBC France, the publisher of the Website, on sales made by professionals).

The sum shall be paid by LBC France, the publisher of the Website, to the Seller:

- when the Buyer confirms his receipt of and satisfaction with the Item on the Website;
- or, in the absence of confirmation of receipt by the Buyer, 10 days from the shipment of the Item according to the information provided by the carrier.

## **Article 7 - The Wallet**

Videdressing provides its Sellers with a virtual Wallet that serves as a payment account, opened on the Website in the name of the User, to which the sums relating to his or her sales are paid.

The Seller may request the transfer to his or her bank account of the amounts in his or her Wallet at any time. The Seller agrees that each request for



a transfer to his/her bank account of all or part of the amounts in his Wallet will be charged at one (1) euro.

The transfer request is made on the Website by going to My Account - Request a transfer. The transfer will be made within an average of 7 days from the request date.

In the event that the Seller requests a transfer to his bank account located abroad, he undertakes to pay the transfer costs for the sums incurred by LBC France, the publisher of the Website.

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 Great Britain, Norway, Iceland, Liechtenstein, Switzerland, Monaco and San Marino. Therefore, no transfer can be made to a bank account located outside the SEPA zone.

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

The Wallet is not a bank account and should not be used as such. If the Wallet is not used by the User for a period of twelve (12) consecutive months, this will result in the automatic billing of thirty (30) euros on the said Wallet, for management purposes, up to the amount available, without its balance becoming negative.

In accordance with Article L.521-3 of the Monetary and Financial Code, Videdressing, through the company LBC France, benefits from an exemption from banking authorization, issued by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), due to its limited range of goods and services (fashion items).

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

In the event that a User's account is deleted following the sale of counterfeit Items, Videdressing, through the company LBC France, reserves the right not to proceed with the transfer to his bank account of the sums held in his Wallet, in order to reimburse the Buyers.

## **Article 8 - Satisfied or Your Money Back guarantee**

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

### **8.1 - Application of the Satisfied or Your Money Back Guarantee**

The Satisfied or Your Money Back Guarantee does not apply in case of:

- The Hand Delivery of the Item;
- a purchase from a professional Seller, subject to the provisions of the Consumer Code;
- for hygienic reasons, lingerie, nightwear, bathing suits, socks and tights.

### **8.2 - Exercising the Satisfied or Your Money Back Guarantee**

If the Seller is a private individual, Videdressing has put in place the following procedure allowing the Buyer to return the item ordered if he is not satisfied.

Within 48 hours following the reception of the Item (including weekends and holidays, not counting the day of delivery), the Buyer must confirm its reception and state whether he is satisfied or dissatisfied, via his Videdressing account.

If the Buyer states that he is satisfied with the Item before the expiry of the 48-hour period, he will no longer be able to benefit from the Satisfied or Your Money Back Guarantee even if this period has not expired.

When the Buyer states that he is dissatisfied, he must state the reason for his dissatisfaction which can be:

- The style/size isn't right;
- Incorrect description;
- Damaged/defective item;
- Incorrect item received;
- Doubts about authenticity;
- Condition of the Item.

Depending on the reasons for dissatisfaction, the Buyer must send the Item to Videdressing (24 rue des Jeûneurs, 75002 Paris, France) or to its Seller.

When a Buyer places a multiple Order with the same Seller and exercises the Satisfied or Your Money Back Guarantee for one or more Items of this Order, the amount of the Shipping Costs is adapted to a combined shipment. The Shipping Costs will only

be refunded if the returned Item(s) is/are non-compliant. This refund is calculated according to 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, bought from the same Seller, the refund of the Shipping Costs, if applicable, will be:

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

When an item is returned under the Satisfied or Your Money Back Guarantee, Videdressing has a period of 30 days to process any claim.

### **8.3 - Returning the Item to Videdressing**

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

The Buyer has a new period of 48 hours (excluding weekends and holidays) to return the Item to Videdressing and indicate the tracking number of the Package on the page of the Website provided for this purpose. This period of two (2) working days runs from the receipt of the e-mail from the customer service team confirming that deadlines have been met to submit the dissatisfaction request and containing the address of the Videdressing's premises.

Upon receipt of the Item on its premises, Videdressing will verify that the returned Item is consistent with the Ad placed by the Seller, within an average of eight (8) days. This period may be extended in the case of a thorough examination of the Item and in particular, a verification of its origin.

If the Item is declared non-authentic or non-compliant, in accordance with the returns procedure, Videdressing, through the company LBC France, will reimburse the Buyer for the Item price as well as the Shipping Costs incurred. The Seller accepts that Videdressing shall not pay him anything for the Shipping Costs that he will have incurred. If the Item was initially delivered by Mondial Relay, Videdressing reserves the right to create a debt in the Seller's wallet corresponding to the initial Shipping Costs of the returned Item.

If the Item is declared compliant or authentic, the Buyer agrees that he/she will only be reimbursed 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 when the Seller opted to assume the Shipping Costs.

Refunds will be made by recrediting the means of payment originally used by the Buyer. Except in the case of a complaint, this will be done within an average 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 the premises of Videdressing, regardless of the reason for this , must be recovered by the User following notification by Videdressing within a maximum period of three (3) months from its date of receipt. At the end of this period, any Items not recovered will become the property of Videdressing.

If the Item is declared non-authentic or non-compliant, the Seller will have to pay Shipping Costs in order for Videdressing to proceed with its reshipment. Shipping Costs are 15 euros for a shipment in France and 30 euros for a shipment outside the European Union. These sums are quoted for information purposes only and may change for a shipment within the European Union as shown in the tables presented in article 5.3. In the event that the Item is counterfeit, it may be given to the rights holders of the trademark for examination and, if necessary, destroyed.

Any item returned to the premises of Videdressing without the necessary information to link it to an Order or to a User, must be recovered by its sender within a maximum period of three (3) months from its receipt. At the end of this period, any Items not recovered will become the property of Videdressing.

As an exception, in the case of doubts about the authenticity of an Item, the Buyer can inform Videdressing at any time and return the Item to Videdressing. It will be physically examined by the dedicated service.

If the correct procedure is not followed, in the event that the Buyer returns the Item directly to the Seller, the Shipping Costs will be automatically refunded to the Seller, and Videdressing cannot examine the returned Item.

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

The Buyer must return the Item to the Seller when the reason for dissatisfaction chosen is "*Condition of the Item*", "*Incorrect description*", "*Incorrect item received* ", "*Defective/damaged item*", and if the Item in question does not have the Certificate of Conformity, or "*style/size does not fit* ".

Videdressing invites the Buyer to take photos of the Item before returning it, noting any defects in the latter.

The Buyer has a new period of 48 hours (excluding Sundays and public holidays) to return the Item to the Seller and enter the tracking number of the Package on the page provided for this purpose on the Website. This period of two (2) days runs from the date of receipt of the e-mail from the

customer service team confirming that deadlines have been met to submit the dissatisfaction request and containing the Seller's postal address.

With the exception of Mondial Relay, the Buyer undertakes to return the Item to the Seller carefully packaged according to the initial mode of shipment and at his expense. If the initial shipping method was Mondial Relay, the Buyer agrees to return the Item via Colissimo or Registered Mail, if the Item was initially eligible for this carrier. LBC France, the publisher of the Webs, declines all liability in the case of returns made via Mondial Relay.

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

If the Item conforms to the Ad, the Seller shall be reimbursed the Shipping Costs as soon as the receipt of the Item is confirmed.

If the item does not conform to the Ad, Videdressing, through the company LBC France, will not pay the Seller for the shipping costs that he has incurred.

The Shipping Costs for the return of the Item shall be assumed exclusively by the Buyer. After verification of the tracking information provided by the postal services, if there is no news from the Seller within seven (7) days after the receipt of the Item, Videdressing will reimburse the Item Price or the Transaction Price (according to the stated reason for dissatisfaction ) to the Buyer.

Refunds will be made by recrediting the means of payment originally used by the Buyer. Except in the case of a complaint, this will be done within an average 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 that he will be reimbursed only for an amount equal to the Transaction Price, to the exclusion of any other amount. The Buyer hereby waives any claim concerning any sums possibly resulting from the immobilization of the sums received by Videdressing for this sale.

The Item is returned under the Buyer's sole liability.

Videdressing reserves the right to finalize an Order, resulting in the payment of the Seller, if the Buyer is unable to prove that the returned Item has been properly delivered to the return postal address provided.

In the event that the Seller claims to have received an empty Package, the claim can only be processed if the procedure described below is followed:

- Upon receipt, and except in the case of delivery to a letterbox, if the Package is opened or damaged, the Seller undertakes to refuse the Package. Failing this, he will be held liable and will not be able to claim any compensation.
- The Seller must first provide photos of the empty Package and the weight of the Package stated on the shipping bill to the Videdressing customer service team.
- In the absence of an amicable solution, the injured party will be invited to initiate legal proceedings or to file a complaint against the other party.

### **8.5 - The resale of an Item**

As the Website is closing on July 1, 2023, the Resale of an Item is no longer possible on the Website as of April 12, 2023.

Concerning the Items put back on sale on the Website before April 12, 2023:

Within 48 hours following the reception of the Item (including weekends and holidays, not counting the day of delivery), the Buyer will be able to choose to put his Item back on sale by ticking the box provided for this purpose, without any Resale fee or Commission. The Item will be automatically put back on sale in the Buyer's Videdressing Store.

This option will not apply if the Buyer has finalized the Order by indicating its receipt on his Videdressing account or if he has initiated a procedure to return the Item.

In this case, the initial Seller agrees that its photos may be reused for the Resale of the Item.

### **Article 9 - Rules of the Videdressin Refer a Friend programme**

The Refer a Friend Programme is available on the Website and is open to all registered Users who have previously accepted the Site's Terms and Conditions.

The purpose of the Refer a Friend Programme is to promote the Website to unregistered Internet users who meet the requirements of Article 1.1 of these Terms & Conditions. The Users of Videdressing will be able to refer Internet users so that they themselves may become Users of the Website. Referred Users can in turn become Referrers. It is hereby specified that a Referred User can only be linked to one Referrer.

LBC France, the publisher of the Website, reserves the right to interrupt the Refer a Friend Programme at any time, without prior notice or reason, and without being held liable for this. The Participant may not claim any compensation from LBC France.

To participate, Users must fill out the form provided in My Account > My referrals. The User may refer Internet users by adding their e-mail addresses after having obtained their consent, and guarantees LBC France, the company publishing the Website, that the e-mail address may be used for this purpose.

To participate, the Internet user must create an account on the Website. Following his registration, the new User will be considered as a Referred User and will receive an e-mail containing a unique code entitling him to free shipping costs, for the shipment of a single Item, on for his first Order of a minimum amount of 100 euros.

When the Referred User makes his first sale or places his first Order on the Website, the Referrer will receive a Purchase Voucher worth 10 euros valid for any Order of a minimum amount of 100 euros. The Referrer can obtain a maximum of 50 vouchers by having referred 50 different Internet users. The vouchers are not cumulative.

The Referrer may not refer himself, refer the same person more than once, or refer an Internet user who is already registered on the Website or is a member of his household.

The Refer a Friend Programme does not apply to Professional Sellers.

Videdressing reserves the right to proceed with verifications, particularly concerning the identity of participants and to exclude Internet users from the Refer a Friend Programme.

## **Article 10 - Dispute Resolution**

If a dispute arises concerning a purchase from a particular Seller, the Buyer can call upon the assistance of Videdressing and submit a complaint to the customer service team.

As of July 1, 2023, if a dispute arises in connection with a purchase, all complaints should be directed to the customer service department at [sc-videdressing@leboncoin.fr](mailto:sc-videdressing@leboncoin.fr).

If a dispute arises concerning a purchase from a professional Seller, the Buyer will have the possibility to refer the matter to a mediator, if the dispute has not been settled following a prior complaint.

To do so, the Buyer must make a prior written request to LBC France, the company that publishes the Website, in accordance with the provisions of Article L.616-1 of the Consumer Code concerning the amicable settlement of disputes.

Videdressing, through the company LBC France, is part 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 - France [contact@fevad.com](mailto:contact@fevad.com).

Regarding the transactions, LBC France, publisher of the Website, only plays the role of an intermediary and cannot be held liable for any disputes that may arise.

In this case, Videdressing will do its best to help the parties reach an agreement. The Wallets of the Users concerned may be temporarily blocked and transfer requests suspended until the dispute is resolved. As an exception, in the case of a payment in installments via the service provider FLOA Bank, the payment deadlines cannot be suspended until the dispute is resolved.

In the event of a dispute between the Buyer and the Seller, the content of the Ad will be taken into account and in particular, the photos and description. To this end, the Seller undertakes to send the entirety of the elements present in its photos or mentioned in its description to the Buyer.

In order to resolve the dispute, the parties agree that the delivery tracking information provided by the carriers will be considered as having probative force.

In the event of a dispute concerning the delivery of an Order, the sender of the Package must obligatorily undertake the necessary formalities with the carriers. The sender is responsible for the satisfactory forwarding of the Package. Without any news from the sender within 30 days from the first e-mail from the customer serviceteam, Videdressing, through the company LBC France, will issue the refund or payment to the recipient.

In the event of a return, an incident, or an Order cancellation, the Buyer accepts that the shipping costs he paid will not be reimbursed by Videdressing, through the company LBC France. LBC France will then pay them in full to the Seller.

In the event of a dispute, Videdressing may, after obtaining the User's consent, notify the Buyer or Seller of his e-mail address.

Any amount owed for any reason to LBC France, the company that publishes the Website, that has not been paid to it may be deducted from the User's Wallet.

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



## **11.1 - General obligations applicable to private Sellers**

The Private Seller may be subject to social and fiscal obligations following a sale made on the Site. The Seller acknowledges having read this information, which can be accessed 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-economic-individuals-Article-87>.

## **11.2 - The warranty for latent defects**

In accordance with Article 1641 of the Civil Code: *The seller is bound by the warranty for latent defects in the thing sold which render it unfit for the purpose for which it was intended, or which so diminish that purpose that the buyer would not have acquired it, or would have given only a lesser price, if he had known of them.*"

The buyer may:

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

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

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

### **12.1 - Miscellaneous obligations**

Videdressing, through the company LBC France, reserves the right not to enter into a contractual relationship with a Professional Seller.

Outside of sale periods, the Professional Seller may not sell its Items at a loss.

The Professional Seller must ensure that the composition of its Items is correctly stated in the description shown in its Ads, including the animal species in the case of leather.

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

Videdressing reminds Users that they can be considered as a professional seller in the following cases:

- You sell items purchased with the intention of reselling them and not for personal use;
- You sell items that you have created yourself;
- You sell a large volume of items on a regular basis;
- The sales made allow you to generate profits and earn a substantial income.

Videdressing also reminds Users that when a Seller sells goods that he or she no longer wishes to keep, the income from these sales is not taxable except in [particular cases](#). If the User has any doubt about his or her status as a professional or private individual, Videdressing invites him or her to find out about the different legal and regulatory provisions that can help determine his or her [status](#).

As a professional you must register:

- With the National Business Directory (Répertoire national des Entreprises) in order to obtain your Siret number and the APE code for your activity;
- With the professional register that corresponds to your activity (Trade and Companies Register, Trade Register, etc.).

A User wishing to exercise or already exercising a commercial activity through the Website must identify himself to Videdressing in this capacity. The User concerned must choose the status "Professional Seller" by editing his Videdressing store and add his SIREN number. He must also provide proof of his professional status to LBC France, the company that publishes the Website, by sending a K-bis extract (company registration document) by e-mail to [info@videdressing.com](mailto:info@videdressing.com).

If it appears that a Seller, registered as a private individual on the Website, seems to be exercising a commercial activity, Videdressing may ask him to identify himself as a professional on the Website and to provide it with proof.

Pursuant to Article L132-2 of the Consumer Code, a Professional Seller who fails to register as such will be subject to a penalty of two (2) years' imprisonment and a fine of 300,000 euros.

In the event of any refusal or silence, Videdressing can close the Seller's account. While waiting for proof from this Seller, the latter accepts that as a precautionary measure Videdressing can temporarily suspend the Seller's account, and/or withdraw his Ads, and/or block the sums contained in his Wallet.

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

LBC France, the company that publishes the Website, reminds Users that, as professionals, they are obliged to declare their income generated on the Website to the tax and social security authorities.

LBC France reminds you that tax fraud exposes you to:

- A tax adjustment leading to the billing of the amounts due (with late payment penalties);
- Fixed fines ranging from 1.5% to 5% on undeclared amounts;
- Criminal sanctions:
  - Imprisonment (up to 5 years, excluding aggravating circumstances)
  - A fine (up to 500,000 euros, excluding aggravating circumstances)
  - A ban on practicing an independent profession or managing a business
  - Withdrawal of civil and family rights
  - Forfeiture orders.

LBC France, also reminds you that a refusal to contribute to the Social Security system exposes you to a 3rd class fine (up to 450 euros) and, in case of a repeat offence, to a 5th class fine (up to 1500 euros). In addition to these criminal sanctions, the obligation to settle the debt to the social security bodies (contributions due & late payment penalties) will also apply.

Furthermore, the User concerned may be ordered to pay back benefits: any social security and state sickness insurance funds that have paid long-term sickness or occupational accident benefits may pursue reimbursement up to the amount of the contributions due.

For more information, LBC France invites you to consult these links:

- [Directorate General of Public Finance](#)
- [The Social Security Public Service Portal](#)

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

Professional Sellers are required to comply with consumer law, and in particular to:

- To guarantee fair practices (Article L121-1 of the Consumer Code) the Seller commits himself not to use unfair commercial practices and not use practices aimed at abusively influencing the consumer's choice or at pressuring him into a contractual commitment. There are two categories of unfair trade practices, which can be viewed by clicking on the following links:

- [Misleading commercial practices](#) (Article L.121-2 and following of the Consumer Code)
- [Aggressive practices](#) (Article L.121-7 of the Consumer Code).

- The provision of certain information to consumers

The Professional Seller must provide the following information to customers in a clear and comprehensible way:

- His name or company name, registered office address and SIREN number;
- His telephone number and email address through which Videdressing and the Buyer can contact him;
- The essential characteristics of the goods;
- The total cost of the product;
- The fully inclusive delivery charges;
- The payment terms;
- The delivery terms;
- The availability or unavailability of spare parts essential to the use of the goods concerned and, if applicable, the period during which or the date until which these parts are available on the market and;
- The existence of the right of withdrawal and the terms and conditions for exercising it.

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

- Confirmation of the information previously given (name, contact details, delivery costs, duration of availability or non-availability of spare parts etc.);
- Information on the terms and conditions for the right of withdrawal;
- The address of the supplier's place of business to which the consumer can make a complaint;
- The information relating to the after-sales service and to commercial warranties.

For further information about consumer information requirements, Professional Sellers may consult these links:

- [Article L.111-1 of the Consumer Code](#) ;
- [Articles L.111-2 and L.111-3 of the Consumer Code](#) ;
- [Article L.111-4 of the Consumer Code](#) ;
- [Articles L.221-1 to L.221-15 of the Consumer Code](#) ;
- [Article 19 of law No.2004-575 of June 21, 2004 for confidence in the digital economy.](#)

## **12.5 - Right of withdrawal**

In accordance with Law No. 2014-344 of March 17, 2014, known as the Hamon Law, applicable to Professional Sellers, the Buyer has a period of fourteen (14) clear days from the effective delivery of the Item to retract and an additional period of fourteen (14) days to return the Item to the Professional Seller.

The Professional Seller must imperatively inform the consumer of the terms and conditions for exercising his right of withdrawal (duration of the withdrawal period, starting point, refund of the product, payment of the return costs, instructions for exercising this right, etc.).

If the Professional Seller does not provide this information, the withdrawal period may be extended to twelve (12) months and the Professional Seller shall be subject to an administrative fine of up to 15,000 euros for a natural person and 75,000 euros for an artificial person.

As an exception, for reasons of hygiene, the right of withdrawal does not apply to used lingerie, swimwear, socks and pantyhose.

To exercise his right of withdrawal, the Buyer must inform Videdressing by declaring his dissatisfaction on his account or inform the customer service team or the Professional Seller within fourteen (14) days. The Buyer can also choose to fill in the [withdrawal form](#) provided by the Website and submit this online. The form can also be enclosed in the return Package containing the Item when returning this to the Seller.

In the event that the Order has already been finalized and the Seller paid, Videdressing will initiate the return procedure in accordance with the right of withdrawal. Videdressing can then recover the price of the transaction from the Seller in order to reimburse the Buyer.

The expenses incurred for the return of the Item remain the Buyer's exclusive cost.

The return of the Item to the Professional Seller is carried out under the Buyer's exclusive liability.

Upon receipt of the declaration of dissatisfaction by the Seller, the Website shall refund the Transaction Price within fourteen (14) days. Refunds may be deferred until the Professional Seller confirms receipt of the Item or until the Buyer provides Proof of Shipment of the Package, whichever occurs first.

The refund will be made by crediting the original means of payment.

## **12.6 - Legal guarantees**

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

The Professional Seller must guarantee the consumer against defects existing before the purchase :

- The Item is unfit for the purpose for which it is intended;
- The Item does not correspond to the description provided by the Professional Seller;
- The Item does not possess the qualities advertised by the Professional Seller or agreed with the Buyer.

Defects may arise from the Item itself, from the packaging, from the instructions, and from the installation when the latter is to be handled by the Professional Seller or carried out under his responsibility.

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

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 keep the proof of purchase for the duration of the guarantee.

The Buyer may notify the Professional Seller of the defect within two (2) years. Any defect appearing within this period shall be presumed to have existed from the time of delivery, unless incompatible with the nature of the Item itself.

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

In accordance with Article 1641 of the Civil Code: *"The seller is bound by the warranty for latent defects in the thing sold which render it unfit for the purpose for which it was intended,*

*or which so diminish that purpose that the buyer would not have acquired it, or would have given only a lesser price, if he had known of them."*

The Buyer may:

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

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

### **12.7 - Obligations regarding the protection of personal data**

Any Professional Seller who has placed an Ad is considered the data controller for the processing of all personal data he is likely to receive concerning a Buyer.

As such, the Professional Seller undertakes to comply with the legal and regulatory provisions in force relating to the protection of such data. In particular, he undertakes to deploy all technical means and resources to maintain the integrity, security and confidentiality of the personal data and to respect the data subjects' rights to their personal data. If Buyers wish to exercise their rights, they should contact the relevant Professional Seller directly.

Any Professional Seller is liable for any failure to comply with these obligations and shall indemnify and hold harmless LBC France and its service providers (including court costs and attorney's fees) against any action, claim or demand brought by an authority or a third party as a result of any breach of the terms of this article.

## **Article 13 - Liability**

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

LBC France, the publisher of the Website, cannot be held liable for the content of the Ads, nor for the actions (or lack of action) of the Users, nor for the Items offered for sale.

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

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

Hypertext links on the Site may redirect to other websites. LBC France is not liable for their content or their actions.

LBC France cannot guarantee that either the Seller or the Buyer will complete the transaction.

The contract created upon acceptance of Buyer's Offer to Purchase by the Seller shall be binding only between the Seller and the Buyer. LBC France, playing only an intermediary role, 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 truthfulness or accuracy of the content of the Users' Ads.

In case of a latent defect, corresponding to the definition given in Article 1641 of the Civil Code and discovered outside the period of 48 hours following the receipt of the Item during which the Buyer may exercise his Satisfied or Your Money Back Guarantee, any resulting dispute will only be between the Buyer and the Seller, excluding LBC France.

### **13.2 - Access to the Website**

As of July 1, 2023, the Website will close down permanently.

Regarding access to the Website before July 1, 2023:

LBC France, the company that publishes the Website, cannot guarantee that the Website will be permanently accessible and is only bound by an obligation of due diligence concerning the continuity of access to the Website.

LBC France reserves the right to suspend access to the Website, temporarily or permanently, for any reason, and in particular in the event of maintenance or in case of emergencies, without prior notice or compensation and without assuming any liability for this.

Consequently, LBC France cannot be held liable for any loss of money, or reputation, or any special, indirect or consequential losses resulting directly or indirectly from the use of the Website.

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

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

- Force majeure;
- Strikes;
- Breakdowns;
- Blockages or difficulties concerning the computer hardware, computer software, or the Internet network used by Videdressing; and
- The suspension of access to the Website.

## **Article 14 - Intellectual Property**

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

All intellectual property rights (such as copyright, neighbouring rights, trademark rights or database producers' rights) relating to the



the following aspects are reserved: images, sounds, videos, photographs, logos, trademarks, graphic, textual and visual elements, tools, software, documents, data, etc.

These elements are the property of LBC France and are made available to Users, free of charge, for the sole purpose of using the Website and for the normal use of its functions and features. The Users agree not to modify them in any way.

Any unauthorized use of these elements is a violation of copyright and constitutes an infringement. It can also lead to a violation of image rights, personal rights or any other applicable rights and regulations. It can therefore lead to the party carrying out such unauthorized use incurring civil and/or criminal liability.

It is forbidden for any User or Visitor to copy, modify, create a derivative work, reverse engineer, compile, assemble or in any other way attempt to find the source code, sell, assign, sub-license or transfer in any way whatsoever any right pertaining to the above-mentioned elements.

All Users and Visitors undertake in particular not to

- extract, for commercial purposes or otherwise, all or part of the information present on the Site;
- reproduce on any other medium all or part of the information present on the Website for commercial purposes or otherwise.
- use a robot, in particular a spider, a search or retrieval application or any other means to retrieve or index all or part of the content of the Website, except with the express prior authorization of LBC France;
- copy the information on media of any nature, making it possible to reconstitute the original files in whole or in part.

Any reproduction, representation, publication, transmission, use, modification or extraction of all or part of the elements mentioned above, in any manner whatsoever, without the prior written authorization of LBC France is illegal. The perpetrators of such illicit acts are liable for them and may have legal proceedings initiated against them, in particular for counterfeiting and infringement.

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

LBC France is the producer of the Website's databases. Consequently, any extraction and/or reuse of the database(s) 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 Websites operated by third parties. These links are provided for information purposes only. The User assumes sole liability for the decision to activate these links.

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

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

If an Internet user or a legal entity wishes to create a hypertext link to the Website from his or her site, regardless of the medium, he or she must first contact LBC France. Any failure to reply from LBC France shall be interpreted as a refusal.

LBC France reserves the right to take legal action against any person who fails to comply with the prohibitions contained in this article.

#### **14.2 - Content of the Ads**

Due to the closure of the Website on July 1, 2023, the posting of an Ad is no longer possible on the Website as of April 12, 2023.

Concerning the content of the Ads posted on the Website before July 1, 2023:

The content of the posted Ads belongs to the Users. Nevertheless, by posting Ads on the Website, the User grants LBC France

- a non-exclusive, transferable, sub-licensable right to use, free of charge, on a worldwide basis, for all the content of the Ads and in particular the photographs, texts, videos, illustrations, brands, trademarks, logos and titles, on an ongoing basis as and when they are published on the Website
- as well as a license for all the intellectual property rights relating to the content and in particular the copyrights on the elements used in its Ad, such as photographs, texts, videos, drawings, illustrations and audio content, for the whole legal duration of its intellectual property rights and on a worldwide basis.

The rights thus granted include the right to reproduce, represent, disseminate, adapt, modify, create a derivative work from, or translate all or part of the content by any process, in any form whatsoever and on any medium (digital, print, etc.) currently known or unknown, regarding the Website or in relation to LBC France's activities, for commercial or non-commercial purposes, including advertising, as well as regarding dissemination via 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 Ads may be reproduced and integrated into advertising content posted on the Website. The Users also agree that LBC France may edit the photos of the Items they have uploaded in order to optimize their visibility.

The Seller accepts that the photos published on his Ad may be re-used for a resale on behalf of a Buyer.

The Seller grants his consent to the reposting of his Ad and content on the social networks, including Facebook, Instagram and Twitter. The User therefore certifies that he/she has read the terms and conditions of use of the Facebook, Instagram, and Twitter websites and accepts their terms, particularly with respect to the reuse of content and personal data.

The Seller also accepts that his Ad may be published on the partner sites of LBC France.

Under the terms of this license, LBC France is entitled to oppose the reproduction and exploitation by unauthorized third parties of the Ads published on the Website, though without this creating an obligation to act.

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

As of July 1, 2023, the Website will close down permanently.

Concerning the application of the General Terms & Conditions by LBC France before July 1, 2023:

The tolerance of any actions contrary to these General Terms & Conditions on the part of LBC France does not constitute a waiver of its right to invoke these General & Conditions.

In the event that one or more of the stipulations of these General Terms & Conditions is (are) set aside by a legislative or regulatory provision or by a court decision, all other provisions shall remain applicable.

By registering on the Website, the User acknowledges that he/she has read, understood and unreservedly accepted all of the present General Terms & Conditions which govern all relations between LBC France, the Sellers and the Buyers with binding force. This acceptance takes effect as from the date of the User's registration on the Website and is valid for each operation, Ad, Offer to Purchase and sale. These General Terms & Conditions shall take precedence over any contractual or non-contractual document specific to the Seller or specific to the Buyer.

LBC France has the right to modify these General Terms & Conditions according to changes in its range of services and in the market. The User therefore undertakes to consult the Website's General Terms & Conditions regularly to take note of any changes that have been made. The use of the Website by the Users constitutes their acceptance of the modifications made to the General Conditions. If the User does not accept this agreement, the User agrees to stop using the Website and to delete his account.

These General Terms & Conditions do not create any agency, subcontracting, joint venture or hierarchical 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 implementation shall be subject to the jurisdiction of the Commercial Court of Paris.