Seller Terms and Conditions
24 October 2023

IMPORTANT: These Seller Terms and Conditions are subject to updates regarding the "Seller Fees" (Article 10) and the "Payment of the Seller" (Article 11.3).

1. Acceptance of the Seller Terms and Conditions

These Seller Terms and Conditions (the "**Seller Terms**") apply to all Users who use the Web Site and Services to sell Products (each such User, a "**Seller**"). Capitalized terms not defined herein have the meanings set forth in the Web Site Terms of Use, which apply to all Users in all cases, at all times, and in all circumstances, whether or not a User buys or sells any Products.

These Seller Terms are a legally binding contract entered into by and between you (the "Seller" and "User") and Vestiaire Collective. Vestiaire Collective SA is a public limited company incorporated in France, whose registered address is 53 rue de Châteaudun 75009 Paris, France, registered in Paris, France under no. 517 465 225. Vestiaire Collective SA is the owner of the web site http://www.vestiairecollective.com (and related sites) and the Vestiaire Collective Smartphone applications (collectively the "**Web Site**").

The entity you are contracting with for the provision of services depends on your country of residence:

- Vestiaire Collective SA, if you reside in the European Union, the United Kingdom or any other country or territory outside the Americas region or Asia-Pacific region (refer below);

- Vestiaire Collective Americas Inc., The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, DE 19801, if you reside in the United States, Canada or any other country or territory in the Americas region (comprising North America, Central America and South America); and

- Vestiaire Collective Singapore Pte. Ltd., 9 Straits View, #06-07 Marina One West Tower, Singapore 018937, if you reside in Singapore, Hong Kong, China, South Korea, Japan, Australia or any other country or territory in the Asia-Pacific region.

In these Seller Terms, these entities are individually and collectively referred to as "**Vestiaire Collective**", "**we**", "**us**" or "**our**".

THESE SELLER TERMS REQUIRE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION, OR CLASS ARBITRATION.

YOU MUST BE AT LEAST 18 YEARS OF AGE TO ENTER INTO ANY TRANSACTION ON THE WEB SITE. THIS WEB SITE IS NOT DIRECTED TO, AND SHOULD NOT BE ACCESSED BY, CHILDREN UNDER 13 YEARS OF AGE.
These Seller Terms may, where applicable, be completed by the Terms governing the Consignment Service as well as any other document mentioned herein. Where these additional contractual terms and conditions apply, they shall be deemed to be incorporated by reference into

these Seller Terms. The Web Site Terms of Use apply to all Users in all cases, at all times, and in all circumstances, whether or not the User buys or sells any Products. Should any conflict arise between these Seller Terms and the FAQ section of the Web Site, these Seller Terms shall be controlling.

By using the services of Vestiaire Collective, the Seller accepts the terms and conditions of PayPal (Hyperwallet) which is the payment provider retained by Vestiaire Collective for the payment transactions of the sellers. These Terms and Conditions are available here: https://www.paylution.com/hw2web/consumer/page/legalAgreement.xhtml.

Your use of the Web Site and Services is also governed by the Privacy Policy & Cookies of Vestiaire Collective.

By listing a Product for sale on our Web Site, you accept and agree to be bound and abide by these Seller Terms. If you do not agree to these Seller Terms, you must not list for sale any Products on our Web Site.

2. Changes to the Seller Terms

We may revise and update these Seller Terms from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Web Site following the posting of revised Seller Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. See Article 20 for additional details.

3. The role and responsibility of Vestiaire Collective

Users hereby acknowledge that, except in the specific case of a Product expressly identified on the Web Site as being offered for sale directly by and on behalf of Vestiaire Collective, the role of Vestiaire Collective shall be limited to acting as an intermediation platform between the Users.

Therefore, except in specific case mentioned above, Vestiaire Collective shall not act as a reseller of the Products and shall not become the owner of the Products at any point in time. Each User shall act, at all times, for and on its own behalf, and shall never act as an agent or representative of Vestiaire Collective. Vestiaire Collective shall not be a party to any contract of sale between a Buyer and Seller, and Vestiaire Collective hereby disclaims liability for any such contract and for its consequences.

Any examination of Products that may be performed by Vestiaire Collective shall merely relate to whether a Product sold by a Seller is in keeping with the description provided by such Seller in the applicable Product Page. Moreover, any deliveries that are arranged by Vestiaire Collective and fulfilled by its subcontractors shall not imply that Vestiaire Collective is a party to the contract between the Seller and the Buyer.

With the exception of any complaints for late delivery or failure to deliver Products where such delivery was the responsibility of Vestiaire Collective, it is up to the Seller to respond to any claim or complaint regarding the Products that Seller has advertised online, or their description, or the comments of any User about the Product Page. Any claim or complaint of this kind shall be referred to the Seller, who shall be solely responsible for dealing with same.

4. Electronic wallets

Vestiaire Collective reminds the Sellers that the Electronic Wallets are no longer available.

5. Sale of Products

5.1. Seller Authorization

By creating a Product Page to list a Product for sale on the Web Site, the Seller acknowledges and agrees that Vestiaire Collective, in the scope of its acting as an intermediation platform between the Users and as provided in these Seller Terms, shall be authorized to take the following actions:

- publish the Seller's Product Page, including all content provided by the Seller, live on the Web Site, which shall constitute an offer by the Seller to sell the Product listed on such Product Page;

- where appropriate, modify any photographs of the Product on the Product Page, including to remove the background from the photograph;

- to accept an order placed by a Buyer (the "**Order**") for the Product, for and on behalf of the Seller;

- to maintain in the books of Vestiaire Collective a "proxy" account in the name and on behalf of the Seller, and to record in that proxy account the Price of the Product sold;

- to receive the amounts paid by the Buyer in connection with the purchase of the Product;

- to transfer the amounts paid by the Buyer to the Seller, after subtracting the Seller Fees (as defined in Article 10 and 12.3 below) and all other sums of money owed to Vestiaire, including any outstanding amounts due, as further described in these Seller Terms.

The Seller further acknowledges and agrees that, in addition to the actions listed above, Vestiaire Collective shall have the right to take all other actions described in these Seller Terms.

5.2. Creation and modification of the Product Page

5.2.1. Creation of the Product Page

A Product Page must be created for each Product that a Seller wishes to offer for sale. The Seller must include on each Product Page an accurate description of all of the characteristics of the Product, as well as the Price of the Product. The minimum Price of each Product shall be thirteen (13$) dollars (or equivalent in local currency).

The Prices of the Products that are offered for sale on the Web Site are quoted including Seller Fees and tax, but excluding any additional costs such as examination costs, shipping costs, and customs duties (such additional costs, together with any other costs that may apply, the "**Additional Costs**"), which shall be indicated separately. Additional Costs may include certain carriage taxes and customs duties that are in force in some countries. In any event, the total amount due shall be set out in the summary of the Order before it is placed by the Buyer.

The description of the characteristics of the Product provided by the Seller on the Product Page must accurately reflect the actual characteristics of the Product, including, in particular, the actual condition of the Product.

The Products that are offered for sale must be available for purchase by Buyers for as long as the Product Pages for such Products appear on the Web Site. A Seller may permanently remove a Product from the Web Site at any point in time by deleting the Product Page for such Product, provided that a Buyer has not yet placed an order for such Product.

The Seller agrees to provide an honest, accurate, and comprehensive description of the Product's characteristics, including but not limited to its brand, any faulty workmanship, damage or wear, and any other attribute of the Product that a Buyer would reasonably want to know at the time of buying that Product. The Seller agrees that the description and/or photographs that the Seller provides for a Product shall not depict the Product in a way that is false, misleading, or inaccurate. If a Product offered for sale has been altered in any way (customisation, personalization, etc.), the Seller agrees to specifically mention and describe these alterations on the Product Page.

All Product Pages created by Sellers are subject to review and acceptance by Vestiaire Collective before they are published on the Web Site. Vestiaire Collective has the right to accept or reject a Seller's Product Page in its sole discretion. Vestiaire Collective also has the right to remove or take down any Product Page of a Seller after it is published on the Web Site, at any time and for any reason, including but not limited to the Seller's violation of these Seller Terms, in Vestiaire Collective's sole discretion. Sellers are solely responsible for the content of their Product Pages. Vestiaire Collective's review and acceptance of a Seller's Product Page does not imply any endorsement by or responsibility for the content of such Product Page by Vestiaire Collective.

If the Product Page is accepted, Vestiaire Collective shall send an email to the Seller to confirm the Product Price and to state the Commission that shall be deducted from the Price.

5.2.2. **Modifications to a Product Page**

The Seller may add to a Product Page comments about a Product in the space earmarked for this purpose. The Seller may also add additional photographs of a Product after the initial publication of the Product Page on the Web Site. Any additional photographs shall be subject to review and acceptance by Vestiaire Collective.

These modifications of the Product Page shall not apply to transactions that are under way (namely after a Buyer has placed an Order for the Product).

A Seller may lower the Price of a Product, in which case the Seller Fees of Vestiaire Collective shall be adjusted accordingly, in keeping with the Seller Fees' scale shown in article 11 below. When a Price of a Product is lowered, the previous Price could be shown crossed out on the Product Page.

Vestiaire Collective may suggest that the Seller adjust the Price of a Product to make it consistent with the prices of other comparable Products listed on the Web Site and with the market's expectations in general. The Sellers accordingly agree to discuss the Prices of their Products in good faith with Vestiaire Collective. Any Price adjustments suggested by Vestiaire Collective shall only become effective upon acceptance by the Seller.
Throughout the sale process, the Seller shall have full knowledge of the Price of, and the corresponding Seller Fees for, its Products. Prior to publication of a Seller's Product Page on the

Web Site, or the lowering of a Product's Price, the Seller must confirm, each time, that the Seller has accepted the Price listed for the relevant Product, and Vestiaire Collective's Seller Fees.

6. The "Make an Offer" functionality

The "Make an offer" functionality enables Buyers to confidentially negotiate the Price of a Product by sending an offer to the Seller, who may either accept it or reject it, or make a counteroffer to the Buyer.

The price proposed as part of an offer cannot be less than 70% of the Price of the Product, nor higher than the Price of the Product.

7. Option for Vestiaire Collective to acquire the Product directly

In exceptional cases, after analysis of the Product Page by Vestiaire Collective and negotiations over the Price, Vestiaire Collective may offer to acquire the Seller's Product directly.

8. Examination for Product conformity

If, at the time of any examination that may be performed by Vestiaire Collective, Vestiaire Collective notices that a Product does not comply with the Product Page created by the Seller (for example, the condition of the Product does not match the condition of the Product described on the Product Page), Vestiaire Collective may, at the Buyer's option, (i) negotiate with the Seller and the Buyer to secure a discount in the Price, or (ii) cancel the Order and refund the Buyer.

If the Order is cancelled, and the Seller wishes to get the Product back, Vestiaire Collective shall charge the Seller a fixed fee of fifteen dollars ($15) per non-compliant and/or counterfeit Product, to cover the shipping and handling costs of sending the Product to Vestiaire Collective and then sending the Product back to the Seller and the cost of Services provided by Vestiaire Collective up to the point of the Order cancellation (including, for example, actions described in Article 5.1 and the examination). Seller acknowledges and agrees that a Product found to be counterfeit may not be returned to the Seller, as further described in Article 11.4 below.

9. The Seller's commitments and obligations

All Sellers agree to sell only Products of which they are the sole owner, or in the case of a sale on consignment of second-hand products, on behalf of a person who is the sole owner of the Products. A Seller may sell a Product that is made of or includes fur only if the Product meets the definition of a "Used Fur Product." A "**Used Fur Product**" means a fur product that was originally acquired by a person (i) for his or her own use and (ii) was actually worn (or, in the case of accessories, actually used) by such person. All Sellers hereby represent that they are not violating any applicable laws and regulations in any way and are not infringing on the rights of any third parties by submitting a Product Page to Vestiaire Collective or by offering a Product for sale via the Web Site.

All Sellers guarantee (i) that the origin, the condition, and the characteristics of the Product that they offer on the Web Site complies with the description of the Product provided on the corresponding Product Page, and (ii) that the Product that is offered for sale is not counterfeit.

At Vestiaire Collective's request, Sellers must immediately provide all documents proving their ownership of the Products that are offered for sale and/or the origin of these Products. Vestiaire

Collective shall be entitled to delete the Profile and/or the Product Page of a Seller who fails to provide evidence to Vestiaire Collective of their ownership rights over the Product(s) that are offered for sale and/or of the origin of the Product(s). The Seller shall be barred from claiming any right to compensation if Vestiaire Collective deletes this information for the reasons mentioned above.

The Seller shall be the only person responsible for the sale of a Product. The Seller shall not sell any Product whose sale is prohibited or would violate the applicable laws and regulations and/or infringe upon the rights of third parties.

The Seller agrees in particular not to sell prototypes (clothes or accessories that are created prior to production in series) or uniforms (clothes or accessories designed for use by the employees of certain brands) or Products that were included in "sales to employees" or "press sales" and whose resale is not authorized. The Seller acknowledges and agrees that (i) Vestiaire Collective is not in a position to be able to check whether or when such prohibitions are applicable and (ii) Seller shall therefore be solely responsible for violations of such prohibitions. If Vestiaire Collective learns that any such prohibited Products are offered for sale on the Web Site, the Product Pages of the Products involved and/or the Profile of the Seller might be deleted as of right, and the Seller shall not be able to claim any right to compensation.

Once a Seller's Product Page has been published, the Seller must access his or her account regularly in order to maintain awareness of all pending transactions and to monitor them. Should the Seller be unable to access and monitor his or her account during an extended period of time, the Seller must inform prospective buyers about an extended fulfilment time period by clicking on the "I am going on holiday" button directly on the Product Pages of the Seller's Products. Sellers may resume the sales, upon their return, by clicking on the green "Back from holiday" button.

10. Seller Fees

The Services offered by Vestiaire Collective shall be compensated by Selling Fees and Processing Fees (together the "Seller Fees") that Vestiaire Collective shall deduct from the Price of a Product paid by the Buyer.

The applicable Seller Fee scales are as follows:

Price range	Selling Fees	Processing Fees
In each range, the first figure is inclusive and the second one is exclusive		
Scale 1		
Sellers residing in France, Italy and Spain listing in Euros:		
EUR		
[0 - 100]	10 €	3 €
[100 - 20000]	10%	3%
[20000+]	2 000 €	3%

Sellers residing in the United Kingdom and listing in Pounds:		
GBP		
[0 - 100]	10£	3£
[100 - 20000]	10%	3%
[20000+]	2000£	3%
Sellers residing in Switzerland and listing in Swiss Francs:		
CHF		
[0 - 100]	10 CHF	3 CHF
[100 - 20000]	10%	3%
[20000+]	2000 CHF	3%
Sellers residing in Hong Kong and listing in Hong Kong Dollars:		
HKD		
[0 - 800]	70 HKD	30 HKD
[800 - 150000]	10%	3%
[150000+]	15000 HKD	3%
Sellers residing in Singapore and listing in Singapore Dollars:		
SGD		
[0 – 150]	20 SGD	4 SGD
[150+]	20 SGD	3%
Sellers residing in Australia and listing in Australian Dollars:		
AUD		
[0 – 100]	5 AUD	3 AUD
[100 – 40000]	5%	3%
[40000+]	2 000€	3%
Sellers residing in the United States and listing in US Dollars:		
USD		
[0 – 100]	12$	3$
[100 – 16500]	12%	3%
[16500+]	2000$	3%

Scale 2		
Sellers residing in all other countries listing in the following currencies*:		
EUR		
[0 - 80]	12 €	3 €
[80 - 13000]	15%	3%
[13000+]	2 000 €	3%
GBP		
[0 - 80]	12£	3£
[80 - 13000]	15%	3%
[13000+]	2000£	3%
CHF		
[0 - 80]	12 CHF	3 CHF
[80 - 13000]	15%	3%
[13000+]	2000 CHF	3%
HKD		
[0 - 600]	85 HKD	25 HKD
[600 - 100000]	15%	3%
[100000+]	15000 HKD	3%
SGD		
[0 - 120]	18 SGD	4 SGD
[120 - 20000]	15%	3%
[20000+]	3000 SGD	3%
AUD		
[0 - 100]	18 AUD	4 AUD
[100 - 40000]	15%	3%
[40000+]	3000 AUD	3%
USD		
[0 - 80]	12$	3$
[80 - 13000]	15%	3%
[13000+]	2000$	3%
PLN		
[0 – 400]	60 PLN	15 PLN

[400 – 60000]	15%	3%
[60000+]	9000 PLN	3%
SEK		
[0 – 1000]	150 SEK	30 SEK
[1000 – 150000]	15%	3%
[150000+]	22500 SEK	3%
DKK		
[0 – 600]	85 DKK	25 DKK
[600 – 100000]	15%	3%
[100000+]	15000 DKK	3%
CAD		
[0 – 120]	18 CAD	4 CAD
[120 – 20000]	15%	3%
[20000+]	3000 CAD	3%
JPY		
[0 – 12000]	1700Y	500Y
[12000 – 2000000]	15%	3%
[2000000+]	300000Y	3%
KRW		
[0 – 100000]	16000 KRW	4000 KRW
[12000 – 20000000]	15%	3%
[20000000+]	3000000 KRW	3%

**Sellers residing in France, Italy, Spain, the United Kingdom, Switzerland, Hong-Kong, Singapore, Australia and the United States who list a Product in a currency other than their local currency will be charged the Scale 2 of the Seller Fees relevant to the currency in which the Product is listed.*

Seller Fees taken by Vestiaire Collective shall correspond to the amounts paid to Vestiaire Collective by the Buyers for Orders placed, in return for the intermediation services provided by Vestiaire Collective for Seller and Buyer, including, where applicable, examination of the Products. These Seller Fees will be included in the listed Price of the Product as shown on the applicable Product Page.

Please note that any updates to the scale shall be effective at the time the new Seller Fees' scale is published on the Web Site and shall automatically be applied to all the Products that are offered for sale on the Web Site, unless otherwise specified in the Seller Fees' scale, and shall not give rise

to any refunds of Seller Fees amounts charged for Orders that were completed prior to such publication.

In the case of Products that are offered for sale via the Consignment Service, please consult the Terms governing the Consignment Service of Vestiaire Collective. Any sale of Products via the Consignment Service shall be governed by the Terms of Use of the Consignment Service.

11. Sales of Products and payments due to the Seller

11.1. The process of checking the order

The Seller acknowledges that all Orders are subject to verification procedures and that information relating to each Order shall be processed automatically by our partner in charge of fraud prevention for the purpose of preventing bank card fraud.

Our partner in charge of fraud prevention and/or the "Risks" unit of Vestiaire Collective may also perform checks with the Buyer, by telephone, email, or post, to confirm the Order prior to the Product being shipped; these checks may also include a request for additional elements of evidence.

Pursuant to the verification procedures that are performed, Vestiaire Collective may cancel an Order if the information provided by the Buyer is deliberately erroneous and/or fraudulent, even after confirmation of the Order. In that case, the Buyer shall be informed by email about the cancellation, and the Product shall be put back on sale in the Seller's account.

11.2. Sending and delivering the Products

11.2.1. Products that are shipped to the Buyer directly by the Seller

Sellers may deliver Products directly to the Buyers, under certain conditions, available in the FAQ section of the Web Site by clicking here.
Direct shipping is available at the Buyer's discretion.

A Seller whose Product has been ordered by a Buyer shall receive a notification of this sale by an email informing them that the Product must be sent to the Buyer to check its conformity with its description in the corresponding Product Page. The email shall contain a prepaid postage voucher enabling the Seller to send the Product to the Buyer free of charge.

This prepaid postage voucher shall only be valid for Sellers who reside in Mainland France and Monaco (via Colissimo), in the United Kingdom and Germany (via DHL), in Austria, Belgium, Luxembourg, The Netherlands, Portugal, Denmark, Italy, Spain, Finland, Ireland and Sweden (via Fedex), or in the United States (via Fedex).

Sellers must obtain proof of shipment for each Product that is sent to a Buyer.

Sellers should endeavour to send the Products that they sell via the carrier that is allocated to them (after printing out the prepaid postage voucher) within seven (7) working days following the confirmation of the sale. No object should be enclosed in the package other than the Products and the accessories sold with them. In particular, no promotional or advertising documentation whatsoever should be enclosed in the package. If the Seller ships the Products later than seven (7)

days after the sale, Vestiaire Collective may cancel the Order and in such case the Buyer will be refunded and the Products will be returned to the Seller at the Seller's expense.

Vestiaire Collective disclaims any liability in case of damage caused to a Product or in case of loss of a Product during its transit to the Buyer if the package is dispatched without the prepaid voucher.

In order to insure the Products optimally while in transit to the Buyers, the Sellers may take out, at their own initiative and at their own expense, an insurance policy covering loss or damage caused to a Product while in transit. In that case, the Sellers should not use the prepaid voucher sent by Vestiaire Collective.

In any event, the Sellers shall be responsible for complying with the delivery timeframes that were provided to Buyers during the ordering process.

11.2.2. **Products that are shipped to Buyers via Vestiaire Collective**

A Seller whose Product has been ordered by a Buyer shall receive a notification of this Order by email informing them that the Product must be sent to Vestiaire Collective for an examination by its Conformity Department for conformity with the description provided by the Seller in the corresponding Product Page. The email shall contain a prepaid postage voucher enabling the Seller to send the Product to Vestiaire Collective free of charge.

This prepaid postage voucher shall only be valid for Sellers who reside in one of the following countries listed here.

Sellers who reside in countries other than those mentioned above or in the French overseas territories and dominions ("DOM-TOM") must bear all the costs of shipping, handling and insuring their Product until it reaches the conformity checking unit of Vestiaire Collective.

The Sellers must obtain proof of shipment for each Product sent to Vestiaire Collective.

Sellers should endeavour to ship the Products to Vestiaire Collective within seven (7) working days following the confirmation of the sale, and in any event. The package shipped to Vestiaire should contain only the Products (including any accessories sold with them). No other object, nor any promotional or advertising documents, should be enclosed in the package. If the Seller ships the Products later than seven (7) days after the sale, Vestiaire Collective may cancel the Order and in such case the Buyer will be refunded and the Products will be returned to the Seller at the Seller's expense.

Vestiaire Collective hereby disclaims all liability for any damage or loss of the Products while in transit to Vestiaire Collective. In case of loss or damage of a Product by a carrier selected by the Seller to ship the Product, the sole remedy or compensation due to the Seller shall consist of the remedy or compensation offered by such carrier.

The Seller may take out, at its own initiative and at its own expense, an insurance policy covering loss or damage caused to a Product while in transit to Vestiaire Collective.

Should Vestiaire Collective not receive the Product within fifteen (15) calendar days following confirmation of the Order of the Product, it shall be entitled to cancel the Order and shall notify the Buyer accordingly.

11.2.3. **Condition of the Products upon delivery**

The Seller agrees to only ship Products that are perfectly clean (i.e., Products that have been cleaned and ironed if need be).

Vestiaire Collective shall be entitled to bill the Seller for reasonable costs incurred in cleaning and/or ironing the Products and shall be entitled to deduct these costs from any amounts that are due to the Seller by Vestiaire Collective upon completion of a transaction. In order to avoid any disputes, the Seller undertakes to take particular care in packaging the Products that they ship (for instance, by using opaque envelopes or wrapping the Products with bubble-wrap and resilient fastenings). The Seller agrees to retain proof of shipment of any package that is sent to Vestiaire Collective, and to keep such proof in a safe location, for a period of at least one month following the shipping date.
In case of direct shipment from a Seller under Article 11.2.1, should a Buyer complain about the delivery of a Product that is in poor condition, after examining the Buyer's claim, Vestiaire Collective shall inform the Seller, where applicable, that the Product shall be returned to it forthwith.

11.3. **Payment to the Seller**

The amounts received from the Buyer, after deduction of (i) the Seller Fees due to Vestiaire Collective, (ii) any examination costs, (iii) the shipping costs, and (iv) any other amount due to Vestiaire Collective under these Seller Terms, such as any cleaning and ironing costs, shall be transferred to the Seller by Vestiaire Collective after the Conformity Department of Vestiaire Collective has confirmed that the Product complies with the Product Page (if the Product is shipped to the Buyer via Vestiaire Collective), or within three (3) days following the Buyer's confirmation of receipt of the Product, if the latter did not transit via Vestiaire Collective.

In case of a change of the Seller Fees's scale, any pending offers on the date on which the new Seller Fees' scale comes into force shall be null and void.

After delivery of a Product to the Buyer, the Seller must reimburse the amounts it received from Vestiaire Collective for the Order, immediately upon receiving a request to do so from Vestiaire Collective, and must reimburse any shipping costs to the Buyer, if:

(i) the Product turns out to be counterfeit or a Product whose sale is prohibited, in violation of the Seller's obligations described in Article 10 of these Seller Terms; or

(ii) the Buyer is eligible to, and does, cancel the sale contract as provided in the Buyer Terms and Conditions (the "**Buyer Terms**").

If Vestiaire Collective has not yet transferred any amounts to the Seller in connection with a Product sold, the Seller shall not be entitled to claim any payment for such Product if it is validly returned by the Buyer or by Vestiaire Collective.

The Seller hereby waives the right to claim any interest or other amounts that may accrue by the temporary hold of any amounts received by Vestiaire Collective in connection with the Order.

Should a Seller want the amounts owed to the Seller to be paid by bank transfer, a bank transfer shall be made into the bank account designated by the Seller. Vestiaire Collective shall only make

bank transfers after the Conformity Department of Vestiaire Collective has confirmed that the Product complies with the Product Page (if the Product is shipped to the Buyer via Vestiaire Collective), or within three (3) days following the Buyer's confirmation of receipt of the Product, if the latter did not transit via Vestiaire Collective. Should the Seller opt for payment by a bank transfer, bank fees may apply. The Seller should check the terms applicable to such transfers, as provided by the Seller's bank.

Sellers should note that the amounts due to them shall not be credited immediately into their bank account, or PayPal account, due to processing and handling delays of around five (5) working days (in the case of banks) after the Product is found to be compliant. These delay times are estimates only and subject to change.

In case of a claim or complaint by the Buyer, Vestiaire Collective shall be entitled to withhold payment to the Seller until the claim or complaint shall have been resolved.
Should a Seller fail to pay any amounts due to Vestiaire Collective, Vestiaire Collective, after bringing this to the attention of the Seller, shall be entitled (i) to offset any amounts that remain due against the amounts that it is supposed to transfer to that Seller, and/or (ii) to impound any Products that are bought or sold by the Seller, until full payment of the amounts that are due to Vestiaire Collective, and/or (iii) to offset as a priority the amounts that it receives as part of a new Order against the amounts that remain due. A Seller shall not be permitted to place an Order to purchase a Product if the Seller has an outstanding balance owed to Vestiaire Collective.
In order to receive payments, the Sellers must provide their bank account details or PayPal account details into their User account, in order for Vestiaire Collective to be able to make a transfer to their bank account or their PayPal account. Please note that the first and last name of the Seller must correspond to those of the bank account in order for the transfer to be authorized by the bank involved. The Seller is solely responsible for the accuracy of the banking information entered and Vestiaire Collective cannot be held liable should the Seller make a mistake. Should the Seller opt for payment by bank transfer into their PayPal account, PayPal fees may apply. The Seller should check the terms and conditions of PayPal in their country at the following URL: click here.

By using the services of Vestiaire Collective, the Seller agrees to the terms and conditions of PayPal (Hyperwallet) which is the payment provider retained by Vestiaire Collective for the payment transactions of sellers. These PayPal terms and conditions are available here.

Currencies on Vestiaire Collective
Sellers may list their Products on the Web Site based on their selected local currency. Vestiaire Collective processes payments in the supported currencies, available in the FAQ section of the Web Site by clicking here.

Buyers can view prices in any of these Vestiaire Collective supported currencies.

Change currency preferences
Users can set their preferences for currency on the Web Site (for more information, check the FAQ section by clicking here).

Vouchers
When the minimum amount for a transfer is not met due to thresholds set up by Hyperxwallet, the seller will receive a voucher (the "**Vouchers**") for future purchases on the Web Site of the same amount of the sale.

The voucher will be issued via email (or other electronic method) and shall be used in accordance with the following conditions:
• Vouchers are only valid for use on Vestiaire Collective's Web Site by Users with a registered Vestiaire Collective account;
• Vouchers may only be used with the Vestiaire Collective account linked to the email address to which the voucher was issued;
• Vouchers may only be used for the purchase of eligible listings, being Items which have been accepted by our team of authentication experts, not withdrawn from the Web Site or, in the case of a sale, not subject to cancellation;
• Vouchers are non-transferable, non-exchangeable, non-refundable and under no circumstances redeemable for cash;
• Vestiaire Collective is not responsible for vouchers which are lost, stolen, deleted or used without the permission of the registered User;
• Vouchers may not be used in conjunction with any other offers or promotions;
• Vouchers apply only to the purchase price of the Item and do not apply to applicable authentication fees, shipping fees, customs duties or taxes; and
• Unless otherwise specified, vouchers are valid for one (1) use only and must be used within the time period (if any) specified at the time of issue.

In addition to the above, Vestiaire Collective may from time to time specify additional conditions for the use of vouchers on Vestiaire Collective.

Vestiaire Collective reserves the right to cancel or set an expiry date for any issued voucher, including circumstances where:
• The voucher is not used strictly in accordance with the conditions of use;
• Vestiaire Collective suspects fraudulent use or voucher abuse; or applicable privacy regulations require a User's account to be deleted due to inactivity.

11.4. **Advertising of counterfeit Products or Products whose sale is prohibited on the Web Site**

Vestiaire Collective is a signatory of *Charte de lutte contre la contrefaçon sur Internet*, a French convention against the sale of counterfeit goods over the Internet. Vestiaire Collective is committed to applying the procedures for taking action against the sale of counterfeit goods that are described in the Charter, in favour of both consumers and the rights holders.

By examining Products (if and when applicable) prior to shipping them to the Buyer, Vestiaire Collective attempts to prevent the sale of counterfeit products or of Products whose sale is prohibited (for instance, Products that violate applicable laws or regulations or infringe on third party rights, such as prototypes (clothes or accessories created prior to production in series), uniforms (clothes or accessories designed for use by the employees of certain brands) or products arising from "sales to employees" or "press sales" whose resale is not authorised by the fashion houses involved).

The Sellers represent and warrant that the Products that they put up for sale are not counterfeit and that their sale is not prohibited. However, if in spite of the care taken to physically inspect the Product, a Buyer receives a counterfeit item or a Product whose sale is prohibited, the Buyer may return it to Vestiaire Collective in order to secure a refund, as provided herein.

Should a counterfeit Product or a Product whose sale is prohibited be discovered, it shall immediately be withdrawn from circulation and the Seller's account may be suspended temporarily or permanently.

Moreover, should a counterfeit Product or a Product whose sale is prohibited be put up for sale on the Web Site, the Seller of this Product shall bear the risk that this Product might be seized by the appropriate authorities or by the owner of the brand involved, which might impound it or destroy it. The Seller shall then have to personally retrieve the Product in question at their sole risk and expense.

Furthermore, should the Product not be seized by the appropriate authorities or by the owner of the brand involved, Vestiaire Collective shall inform the Seller that the Product will be destroyed after a period of six (6) months unless the Seller makes a request by contacting Vestiaire Collective's Customer Service and provides information supporting the authenticity of the Product (to Vestiaire Collective's satisfaction).

Should the Sellers wish to retrieve their Product, they must request this by contacting Vestiaire Collective's Customer Service and make a bank transfer of fifteen dollars ($15) (or equivalent in local currency), corresponding to the incompressible treatment costs. After receipt of the payment, Vestiaire Collective shall send the Product back to the Seller within fifteen (15) working days.

Please note that counterfeiting is subject to specific sanctions.

Should a counterfeit Product or a Product whose sale is prohibited be nevertheless put up for sale and is seized by the appropriate authorities or by the brand that owns the intellectual property rights concerned or by the holder of the rights after it has been sold, the Order shall be cancelled. The Seller must then refund to Vestiaire Collective the amounts that it has taken in connection with the sale of the such Product and shall compensate Vestiaire Collective for any costs incurred by Vestiaire Collective and/or by the Buyer owing to the Seller's activity.

In case of doubt over the examination of a Product, Vestiaire Collective reserves the right, but is under no obligation, to request from the Seller any and all documents certifying the examination of the Product and to suspend the Seller's account until it shall have received these documents. Vestiaire Collective shall also be entitled to get in touch with a Seller in order to examine a Product.

12. Transfer of the ownership of the Products and the risks

The Products shall remain the property of the Seller, or should Vestiaire Collective be itself acting as the seller of its own Products, of Vestiaire Collective, until Vestiaire Collective shall have received full payment of the Price of the Order from the Buyer, including any Additional Costs such as taxes, examination costs, shipping costs and any other costs that may apply). The transfer of the risk of loss or damage of a Product to the Buyer shall take place upon receipt of the Product by the Buyer or by a third party that the Buyer shall have commissioned to act on their behalf. The Buyer shall therefore bear the risk linked to any damage caused to the Product after it is received.

13. Claims and returns

13.1. Non-receipt or late delivery of a Product

Should the Buyer not receive the Products within thirty (30) days following the date of the Order, or in the case where Vestiaire Collective is selling its own Products directly on the Web Site, should the Buyer not receive the Products on the delivery date stated upon placing the Order, the Buyer may cancel the Order, provided that it shall first have contacted Vestiaire Collective, by the same means, to rectify the situation within a reasonable timeframe and provided that delivery shall not have taken place within this additional timeframe.

Vestiaire Collective shall refund the Buyer within fourteen (14) calendar days following the date on which Vestiaire Collective receives the notification of the cancellation of the Transaction by the Buyer.

Should the Buyer receive the Products after the Buyer has already cancelled the Order, the Buyer must return the Products and Vestiaire Collective undertakes to refund the Price of the Products that are returned, the examination costs (if any), the shipping costs (in case of return of the Order as a whole) and the cost of returning the Product to Vestiaire Collective, within fourteen (14) calendar days following Vestiaire Collective's receipt of the complete Products in their original condition.

In case of cancellation, the Buyer shall be refunded in cash (the moneys being credited to the bank card that the Buyer used to make the payment or to the Buyer's PayPal account), provided that, in each case, Vestiaire Collective does not suspect that the request for cancellation or for a refund due to total or partial non-receipt of a Product that was ordered was made fraudulently. In the case of a partial cancellation, only the part of the Order that is cancelled shall be refunded in keeping with the foregoing terms.

13.2. **Products that do not comply with their Product Pages**

Please note that Vestiaire Collective's involvement in resolving claims or complaints pursuant to a purchase from a Professional Seller is designed to facilitate the procedure and shall not result in Vestiaire Collective being considered a party to the sale.

13.2.1. **Findings during the examination that is performed by Vestiaire Collective**

Should the Product comply partly with its description, Vestiaire Collective shall inform the Buyer about the defects or non-conformity noticed and the Buyer will have seventy-two (72) hours to either (i) accept the sale, or (ii) cancel the Transaction. Should the Buyer cancel the Transaction, Vestiaire Collective shall refund the Buyer.

In the case of Products that do not correspond to their description on the Product Page provided by the Seller, Products that are counterfeit, or Products whose sale is prohibited, Vestiaire Collective shall cancel the Order and shall refund the Buyer.

(i) If Product is bought from a Non-Professional Seller:

<u>Should the Product have been shipped through Vestiaire Collective:</u>

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer must contact Vestiaire Collective by email within seventy-two (72) hours following the date on which they received the Product.

The Buyer must explain in what way and to what extent the Product does not correspond to the Product Page and must provide photographs enabling their assertions to be substantiated.

Should the claim of non-conformity of the Product with the Product Page appear justified at first sight based on the explanations of the Buyer and the photographs, Vestiaire Collective shall authorise the Buyer to send the Product back.

Upon receipt of the Product, Vestiaire Collective shall inspect it to determine whether it is truly non-compliant with the Product Page. If the non-conformity is confirmed, Vestiaire Collective shall refund the Buyer. The refund shall take place by crediting the method of payment that was used by the Buyer to make the initial payment. If the Product is still found compliant, Vestiaire Collective will keep it and re-list it on the Platform under the Buyer's account unless the Buyer claims the Product back to Vestiaire Collective at the Buyer's expense.

All Products returned by Buyers due to non-conformity with the Product Page must be returned with the sealed form (label) initially affixed by Vestiaire Collective to the Product upon dispatching it.

Should the Buyer receive a counterfeit Product or a Product whose sale is prohibited, they may return the Product to Vestiaire Collective and secure a refund, save in case of fraud on their part.

Should the Buyer have opted for the Product to be shipped directly by the Seller:

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer must contact Vestiaire Collective by email within seventy-two (72) hours following the date on which they received the Product.

The Buyer must explain in what way and to what extent the Product does not correspond to the Product Page and must provide photographs enabling their assertions to be substantiated.

Should the claim of non-conformity of the Product with the Product Page appear justified at first sight based on the explanations of the Buyer and the photographs, Vestiaire Collective shall authorise the Buyer to send the Product back to the Seller. Vestiaire Collective shall refund the Buyer upon confirmation of receipt of the Product by the Seller. The refund shall take place by crediting the method of payment that was used by the Buyer to make the initial payment.

(ii) If Product was bought from a Professional Seller:

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer shall have the right to raise a claim with the Professional Seller through Vestiaire Collective in accordance with the applicable statutory warranties.

Upon making a complaint about a Product that does not comply with its description in its Product Page, the Buyer must return the Product or make it available for collection.

Professional Sellers hereby acknowledge and agree that should a Product be returned to them by a Buyer owing to non-conformity with its description in the corresponding Product Page or because it does not meet the legal obligations of the Professional Seller, the Professional Seller may not refuse to apply the foregoing terms and must take appropriate action within a reasonable timeframe.

Should the Buyer believe that they have received a counterfeit item or a Product whose sale is prohibited, they must alert Vestiaire Collective by email within seventy-two (72) hours following receipt of the Product and may return the Product to Vestiaire Collective in order to secure a refund, save in case of fraud on their part.

The provisions of this article shall not cause Vestiaire Collective to be a party to the sale between the Seller and the Buyer. Vestiaire Collective hereby disclaims liability for any failure by a Professional Seller or non-Professional Seller to comply with their obligations under this article and in particular in the event of the Seller's failure to comply with their obligation to refund the Buyer or pay the latter any other compensation in connection with a Product that is returned by the Buyer because it does not comply with its description on the corresponding Product Page, because it is counterfeit. or because its sale is prohibited.

13.3. Specific provisions applicable to Professional Sellers

13.3.1. The status of Professional Seller

Any Professional Seller must declare itself as such on the Web Site. Vestiaire Collective hereby reminds Sellers that misleading commercial practices are strictly prohibited.

Upon registration on the Web Site or even subsequently if their status changes after registration, Professional Sellers must therefore disclose to Vestiaire Collective that they are acting in a professional capacity. Vestiaire Collective shall then inform the Users about this.

Professional Sellers shall not be subject to the standard Seller Fees' scale and shall benefit from specific Seller Fees' rules as part of their contract of sale on consignment or online brokerage.

13.3.2. General obligations of Professional Sellers

Professional Sellers (including Vestiaire Collective when it offers its own Products for sale directly to the Users on the Web Site) undertake to perform their legal obligations linked to the sale of Products to non-trade Buyers, and undertake in particular:

- not to commit any act or omission that might mislead Buyers in order to make them buy a Product that they would not have bought otherwise;

- to honor the right of non-trade Buyers to withdraw as laid down by the applicable rules and regulations as well as all other rights that the Buyers may have under the applicable rules and regulations, and under the applicable statutory warranties in particular; and
- to ensure that any Product that they offer for sale on the Web Site complies with its description in the Product Page, is of satisfactory quality and is suited to the use indicated by the Professional Seller in the description or to any use for which this kind of Product is usually designed, and save where it is otherwise provided, is free of any fault affecting its materials, design or production, and to therefore guarantee the Buyer under the statutory conformity warranty and the statutory warranty against hidden defects.

Moreover, Professional Sellers shall be responsible for making all requisite declarations before the relevant authorities to comply with the applicable regulatory provisions (such as their registration obligations).
Vestiaire Collective hereby draws the attention of the Sellers to the fact that Sellers that sell items regularly and/or that sell a large number of items may be qualified as Professional Sellers by the tax or other authorities and may therefore be subject to the obligations that are applicable to Professional Sellers by virtue of the applicable regulations and these Seller Terms. It shall be the responsibility of the Users to comply with all their obligations, including making the requisite declarations to the relevant authorities so as to comply with the applicable regulatory provisions, and Vestiaire Collective hereby disclaims liability in this respect.

Vestiaire Collective reserves the right to request that Professional Sellers provide it with any documentation confirming their identity and their address (such as, in the case of French Sellers: a certificate of incorporation or an identity card, a SIRET [company registration] number or SIREN number, a French bank account number), in order to be able to check and keep information concerning the identity of the Professional Sellers and their contact details as well as their identity documents throughout the existence of their account and for a period of five (5) years following the closure of their account.

13.3.3. **Returns**

Professional Sellers acknowledge that if a Product is returned by a Buyer as a result of the Product's non-conformity with the description on the Product Page or because it infringes these Seller Terms and/or the legal obligations of the Professional Seller involved, the Professional Sellers may not refuse to refund the Product (and the shipping fees linked to the Order) to the Buyer, or to repair the Product (if this is reasonably possible), at the Buyer's discretion, and in each case within a reasonable timeframe.

Should an Order be cancelled pursuant to the Buyer exercising their right to withdraw from the sale or in case of a conformity defect found in a Product, counterfeit Products, or Products whose sale is prohibited, and the Seller wants the Product involved to be returned, it must inform Vestiaire Collective within six (6) months from the date of the cancelation of the Transaction using the FAQ Contact Form available at the following link: http://faq.vestiairecollective.com/hc/fr. The Seller must then pay Vestiaire Collective a fixed fee per counterfeit and/or non-compliant item, corresponding to the minimum handling costs (costs linked to the sending of the Product to Vestiaire Collective and costs linked to the re-sending of the Product to the Seller) and must refund to Vestiaire Collective the moneys that it shall have received as part of the sale as well as the shipping costs due in connection with the Order, where applicable. In this case, the Seller has a period of six (6) months to claim the Product and to pay the fee of fifteen dollars (15$) (or equivalent in another currency, at the appropriate conversion rate) for the return of the Product indicating a specific reason to Vestiaire Collective. Failure to pay the fee within this period will automatically result in Vestiaire Collective being granted permission to destroy the item by whatever means are deemed necessary.

Should a Transaction be cancelled pursuant to the Buyer exercising their right to withdraw from the sale or in case of a conformity defect found in a Product, counterfeit Products or Products whose sale is prohibited, and the Seller wants the Product involved to be returned, all customs duties and taxes linked to the return of said Product will be at the Seller's expense upon delivery.

14. Seller rating

14.1. **Automated rating rules**

Automated rating will be done by Vestiaire Collective

No rating: 1st time a sale is cancelled, not shipped in time or non-compliant

No rating: all return & litigation cases within 72h (returns for conformity/authenticity, postal litigation Direct Shipping)

1 star: 2nd time a sale is either cancelled, did not ship in time or non-compliant

1 star: any counterfeit sales

5 stars: passed QC & Authentication (Standard shipping)

5 stars: no reply from buyer 10 days after delivery (Direct Shipping)

14.2. **Manual rating**

When feature is available, buyer will have the possibility to rate sellers on a scale from 1 to 5 stars for Direct shipping transactions, between 5 and 12 days after product reception date, if no litigation was opened by buyer within 72h. In addition, buyers will have the possibility to add "tags" to clarify their experience and write a comment in private, using the buyer / seller chat to thank the seller or to give constructive feedback, subject to the rules applicable in that regard.

Seller rating will be displayed on different sections of the Vestiaire Collective platform: Product page, member profile page, timeline, checkout section. All sellers with at least one sale from the Communication sending date will receive their first rating, based on the automatic rating done by Vestiaire Collective since the Communication sending date.

At least one week before feature launch on the platform, all the recipients of the communication will receive an update with the date of the feature launch and their first rating, based on automated rating rules for all orders passed between Communication sending date and update sending date. They will have the possibility to contact Vestiaire Collective Customer Service so that this first rating does not appear when feature is launched (being noted that ratings will appear post-launch, as per the rules described here and in the dedicated FAQ).

Miscellaneous provisions

15. **Duration and validity**

The Sellers shall be governed by these Seller Terms from the moment that they accept them upon listing a Product for sale on the Web Site, whether or not they sell any Products.

Vestiaire Collective shall be entitled to modify its Seller Terms at any point in time, without notice and without any obligation to justify its decision, without incurring any liability as a result. In case

of a significant change of one of the clauses of these Seller Terms, the Users who accepted the prior version of the Seller Terms shall have to accept the new version of these Seller Terms. The Seller Terms that are applicable shall be those that are in force on the date on which the User uses the Web Site and/or lists a Product for sale on the Web Site.

16. Interruption of the service and rescission

In case of a failure to comply with one or more of the clauses of these Seller Terms (such as in case of a failure to pay any payments due within the allotted timeframe, or a violation of these Seller Terms), whether this is witnessed by Vestiaire Collective or gives rise to a justified complaint by other Users, Vestiaire Collective may temporarily interrupt the User's access to the services of Vestiaire Collective, for instance pending a rectification of the contentious situation.

If the violation can be rectified but such a rectification does not take place within two (2) calendar days following the notification of the irregularities witnessed by Vestiaire Collective, Vestiaire Collective shall have the right to permanently bar the User from accessing the Services. This irrevocable withdrawal of the User's access shall be preceded by the sending of an email to the User involved, informing them about this impending measure and the reasons for taking it, without any other formalities and notwithstanding any compensation that Vestiaire Collective may claim for any loss or damage that it shall have incurred.

Moreover, Vestiaire Collective may put an end to the Services provided, as of right, without prior notification, effective immediately, if the behaviour of the User constitutes a serious violation of these Seller Terms, such as, but not limited to: opening several accounts, fraudulent use of methods of payment, attempted fraud, or any other criminal offence. Such a measure shall not give rise to any right to compensation whatsoever from Vestiaire Collective, and Vestiaire Collective shall itself be entitled to claim compensation for any loss or damage that it may have incurred.

If Vestiaire Collective permanently ban the Users from accessing the services, for reasons covered in these Seller Terms, any current orders or sales will not be affected. The Users will retain limited access to their account until those ongoing transactions are completed.

17. Consequences of an impossibility to return Products to Sellers

If Vestiaire Collective's attempt to return a non-compliant Product to the Seller (as described in Article 8 above) is unsuccessful (for example, the package is sent back to Vestiaire Collective due to an incorrect delivery address provided by the Seller or non-acceptance of the package at the time of delivery), an email shall be sent to the Seller. The Product will then be kept by Vestiaire Collective for one (1) month. If the Product is not claimed from Vestiaire Collective, or if no address update is provided to Vestiaire Collective within the above-mentioned timescale of one (1) month, the Product will be relisted on the User's account. In the event that the Product is not sold within six (6) months, Vestiaire Collective will then become the owner of the Product.

If, within the period of six (6) months mentioned above, the Seller wishes to retrieve the Product, the Seller must request this by contacting Vestiaire Collective's Customer Service and make a bank transfer of fifteen dollars ($15), to cover the shipping and handling costs for sending the Product to the Seller a second time, plus storage and handling costs following the first failed attempt to send the Product back to the Seller. After receipt of the payment, Vestiaire Collective shall send the Product back to the Seller within fifteen (15) working days.

The Product shall then either be relisted under Vestiaire Collective's account on the Web Site, destroyed or donated to charity if its state allows for this.

18. Questions or Concerns

Any User wishing to contact Vestiaire Collective with questions or concerns about the Web Site or Services may (a) send a letter to Vestiaire Collective at the address provided in Article 1 of these Seller Terms or (b) submit a request via the FAQ contact form available at http://faq.vestiairecollective.com.

19. Mediation

Should a dispute arise between a User and Vestiaire Collective, Vestiaire Collective recommends that the User get in contact with Vestiaire Collective in order to try to resolve the dispute amicably. Vestiaire Collective shall inform the User in this respect about the existence of alternative methods of settlement of disputes, such as mediation or arbitration. Vestiaire Collective is a member of France's Fédération du e-commerce et de la vente à distance (e-commerce and distance sales federation – FEVAD) which offers a mediation service for e-commerce-related disputes (e-Commerce Mediation Unit of FEVAD, 60 rue la Boétie, 75008 Paris, France – http://mediateurfevad.fr). Vestiaire Collective undertakes to comply with the Code of Conduct of e-commerce and mail-order sales of FEVAD.

The User may view these documents at any point in time at http://www.fevad.com/.

The User may moreover get in contact with the online dispute resolution platform of the European Commission at the following address: http://ec.europa.eu/consumers/odr/.

20. Applicable law and settlement of disputes

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

Should the parties fail to reach an amicable settlement of their dispute, Vestiaire Collective and the User agree to submit it to the jurisdiction of the French courts. **IN ALL CIRCUMSTANCES, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION, OR CLASS ARBITRATION, IN ALL JURISDICTIONS INCLUDING YOUR HOME JURISDICTION.**