Buyer Terms and Conditions

Last update: September 9, 2024

IMPORTANT: These Buyer Terms and Conditions are subject to updates regarding the "General Terms of Payment" (Article 11.1), the "Currencies on Vestiaire Collective" (Article 11.2) and the implementation of an article on "Price rounding" (Article 11.4).

1. Acceptance of the Buyer Terms and Conditions

These Buyer Terms and Conditions (the "**Buyer T&Cs**") apply to Users who use the Website and Services to buy Products (each such User, a "**Buyer**").

Conversely, the General Terms and Conditions for "Sellers" (the "**Seller T&Cs**") available here, apply to the Users who use the Web Site to sell Products (each such User, a "**Seller**").

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 https://www.vestiairecollective.com/ (and related sites) and the Vestiaire Collective Smartphone applications (collectively the "**Web Site**").

Vestiaire Collective provides a number of services on its Web Site that are run and administered by Vestiaire Collective. These services enable users of the Web Site (the "**Users**") to buy and to sell second-hand fashion products (the "**Products**"). These services are available directly on the Web Site. Vestiaire Collective may under exceptional circumstances directly offer Products for sale on its own behalf, in which case these Products shall be identified on the Web Site as being sold by Vestiaire Collective.

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 T&Cs, these entities are individually and collectively referred to as "**Vestiaire Collective**", "**we**", "**us**" or "**our**".

These T&Cs shall prevail over any other general or special terms and conditions that are not expressly approved jointly by Vestiaire Collective and the User. Should any conflict arise between these T&Cs and the FAQ section of the Web Site, these T&Cs shall be controlling.

THESE BUYER T&CS 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 EIGHTEEN (18) YEARS OF AGE TO ENTER INTO ANY TRANSACTION ON THE WEBSITE. THIS WEBSITE IS NOT DIRECTED TO, AND SHOULD NOT BE ACCESSED BY, CHILDREN UNDER THIRTHEEN (13) YEARS OF AGE.

These Buyer T&Cs may, where applicable, be completed by the Terms Governing the Consignment Service. Where these additional contractual terms apply, they shall be deemed to be incorporated by reference into these Buyer T&Cs. The Website 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. Your use of the Website and Services is also governed by the Privacy Policies & Cookies of Vestiaire Collective.

By purchasing a Product on our Website, you accept and agree to be bound and abide by these Buyer T&Cs. If you do not agree to these Buyer T&Cs, you must not purchase any Products on our Website.

2. Changes to the Buyer T&Cs

We may revise and update these Buyer T&Cs from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Buyer T&Cs 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 16 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 Website 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 the 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 the Seller's Product is in keeping with the description provided by such Seller in the applicable Product page. Vestiaire Collective shall not monitor or verify whether the Product or the description of the Product in the Seller's Product page meets the Buyer's expectations. Vestiaire Collective does not guarantee that the Buyer shall find the Product satisfactory, whether from an aesthetic point of view or from a practical point of view, as to its use. 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 failures 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. The Buyer's placing of the Order

The Product page shall state whether the Product that is offered for sale belongs to and is sold by a non- Professional Seller or a Professional Seller. A Professional Seller may in some cases be Vestiaire Collective itself, if Vestiaire is identified as the Seller of a given Product on the applicable Product page. The information concerning the Products is provided by the Sellers in their original language. The original language of the Product page shall prevail in case of any contradiction or conflict with a translation. Vestiaire Collective disclaims any liability for the translation that is proposed, which shall be provided for information purposes only.

The Prices of the Products that are offered for sale on the Website are quoted including Commission (as defined in the Seller Terms and Conditions) 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 (the "**Order**"), before the Buyer places the Order.

The Buyer's placing of an Order shall be tantamount to signature of the sale contract subject to conditions precedent, namely, the receipt of the Product by Vestiaire Collective from the Seller, and the positive outcome of an examination performed by Vestiaire Collective. If Vestiaire Collective does not receive the Product from the Seller, or if the outcome of an examination by Vestiaire Collective is negative, Vestiaire Collective shall be entitled to cancel the Order and to refund the Buyer.

As an exception to the above, where Vestiaire Collective is itself acting as the Seller of a Product or where the Products are delivered directly by the Sellers to the Buyers (as described in Article 7.1 below), the sale contract shall be deemed to have been signed upon the Order being placed by the Buyer.

If a Product ordered by the Buyer is unavailable for any reason whatsoever, after confirmation of the Order, Vestiaire Collective shall get in touch with the Buyer to inform the Buyer that the Order must be cancelled and a refund issued (if payment has already been made), within thirty (30) calendar days following the confirmation of the Order.

Vestiaire Collective shall be entitled to reject any Order from a Buyer with whom there is an outstanding dispute concerning payment for a previous Order or concerning a Product for which there is a blatant error in the sale Price. In that case, the Buyer shall be informed by e-mail about the measures taken by Vestiaire Collective, which shall then automatically refund the price of the Order if the latter was already paid by the Buyer.

5. The "Make an Offer" functionality

The "Make an offer" functionality enables Buyers to confidentially negotiate the Price of the 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 seventy percent (70%) of the Price of the Product, nor higher than the Price of the Product.

6. Examination Costs

The examination costs (if any) charged by Vestiaire Collective shall be included in the total amount paid bythe Buyer for each Order. Buyer shall be informed of the examination costs prior to the confirmation of theOrder.

No examination costs shall be charged where the Product is dispatched directly by the Seller (as describedin Article 7.1 below).

7. Delivery

7.1. Delivery by Vestiaire Collective or by certain Sellers

The Products may be sent to the Buyer either by Vestiaire Collective or directly by the Seller, where this option is available and selected by the Buyer.

It shall then be up to the Buyer to decide whether to opt for direct delivery by the Seller. In case of direct delivery by the Seller, the Products shall not transit via Vestiaire Collective and Vestiaire Collective shall therefore not be responsible for the shipment and delivery of the Products, nor shall Vestiaire Collective conduct any examination of the Products.

7.2. Delivery time

Where Vestiaire Collective itself sells any Products directly on its own behalf on the Website, a delivery date shall be indicated to the Buyers when they place their Orders.

Where Vestiaire Collective is merely acting as an intermediary on behalf of the Seller, the delivery date of the Product to the Buyer shall depend on the date on which Vestiaire Collective receives the Product from the Seller. Vestiaire Collective cannot therefore commit to a fixed delivery date, but except as otherwise provided in these Buyer T&Cs, the date on which the Product is dispatched shall be at most thirty (30) calendar days after date of the confirmation of the Order by the Buyer.

If a Product is dispatched directly by the Seller (as described in Article 7.1), where this option is available, the delivery timeframe shall be stated by the Seller.

If the Buyer purchases a Product that is marked on the Website as “ready to go”, our team shall ship the Product within three (3) business days from the time of placing the Order, and the Product will be delivered in accordance with the delivery timeframe of the applicable carrier.

7.3. Delivery and customs costs

The Order shall be delivered to the Buyer by a carrier approved by Vestiaire Collective.

The shipping costs for the Products ordered shall vary depending on carrier rates and the country to whichthe Orders are to be delivered; provided, however, that special shipping costs may apply in the case of special handling considerations or unusual Products or Orders. Buyers shall be duly informed about any special shipping costs at the time of placing their Order.

Shipping costs may be modified from time to time, in keeping with the rates charged by the carrier. The shipping costs that are applicable to a given Order shall be those specified just prior to the approval of the Order.

Any customs duties shall be borne by the Buyer. Before the Order is placed, any applicable customs duties,the amount of which shall vary depending on the country of delivery, shall be added to the total amount due for the Product and the Buyer shall not have to pay any further customs duties upon receipt of the Product.

8. Consequences of an impossibility to deliver the Products

If it is impossible to deliver a Product to the Buyer, for instance if the address provided by the Buyer is incorrect or the parcel is sent back due to non-acceptance by the Buyer, an e-mail shall be sent to the Buyer. 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.

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.

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

The Products shall remain the property of the Seller (or of Vestiaire Collective, if Vestiaire Collective is acting as the seller of a Product on its own behalf), until Vestiaire Collective has received full payment of the Price of the Order, along with all applicable Additional Costs, from the Buyer,

The transfer of the risk of loss or damage to a Product to the Buyer shall take place upon receipt of the Product by the Buyer or by a third party authorized by the Buyer to receive the Product on the Buyer's behalf. The Buyer shall therefore bear the risk linked to any damage caused to the Product after it is received.

10. Receipt and checking of an Order

The Buyer must check (or direct the person authorized to receive the Product on the Buyer's behalf to check) the apparent state of the packaging of the Product upon receipt, before signing the form tendered by the carrier.

Should there be a visible anomaly (damage, missing Product, damaged parcel or Product, etc.), the Buyer or their representative must imperatively set out precise reservations on the delivery note, including: indication of the number of missing and/or damaged parcels and/or Products, and detailed description of the damage (open or torn packaging, damaged or missing Product, etc.). It is vital that the Buyer should keep all the elements that were delivered in the state in which they were received (i.e., with all their accessories, the others items received with these Products in their original condition and the sealed Productform).

The Buyer must retain a copy of the delivery note and must attach this to an e-mail sent to Vestiaire Collective within seventy-two (72) hours following the date of the receipt of the Products, confirming the anomaly.

If the Buyer did not receive the Product, the Buyer must inform Vestiaire Collective within forty-eight (48) hours from the estimated date of delivery of the Product or after the Product is marked as delivered. The Buyer shall send any documentation requested by Vestiaire Collective to support the claim.

Should a postal litigation be opened, Vestiaire Collective reserves the right to (i) extend the 30-day delivery period of the Product and (ii) hold the refund of the Product until the

conclusion of the postal litigation by the carrier.
Should the Product have been dispatched directly by the Seller, the damaged Products must be returned tothe Seller (save in case of counterfeit goods).

Where applicable, the return of the damaged Product or Products to Vestiaire Collective must take place inaccordance with the terms governing returns that are set out in Article 15 below.

11. Terms of payment

11.1 General terms of payment

The Buyer must pay the Price, plus all applicable Additional Costs, via the secure payment system of Vestiaire Collective, by bank card or via thePayPal system.

In order to pay using PayPal, the Buyer must have a PayPal account; the Buyer shall then be subject to the Terms of Use of PayPal, which can be viewed on the website of PayPal, by selecting the appropriate countryon the page that is displayed by clicking here. Please note that PayPal's Terms of Use of may vary from country to country.

Vestiaire Collective enables Buyers to register their card details for future purchase. To that end, the Buyer must tick the box "Save for my next payment" when prompted on the card form on the first purchase. The card details shall not be kept by Vestiaire Collective but by Adyen, which is Vestiaire Collective payment service provider. The Buyer may subsequently remove any cards that they shall have stored at any point in time and may select a security option enabling the automatic erasure of their bank account details in case of resetting of their password, by visiting the "My Account" page. In this respect, Adyen (ADYEN N.V., registered with the Dutch Chamber of Commerce under number 34259528, and having its seat at Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, the Netherlands) shall act as the data controller of the User's payment data. Vestiaire Collective shall notify the Buyer and the Seller by electronic mail, upon receipt and processing of an amount paid by the Buyer.

Verification procedures may however be performed by our partner FIA-NET S.A and/or by the "risks" department of Vestiaire Collective with the Buyer, by telephone, e-mail, or post, in order to confirm the Order prior to the sending of the Product, and may involve requests for additional evidence where need be.

Pursuant to the verification procedures that may be performed, the Buyer's Order may be rejected if the verification procedures indicate that deliberately erroneous and/or fraudulent actions were taken relating to the Order. In such a case, the Buyer shall be informed by e-mail about the measures taken by Vestiaire Collective, and Vestiaire Collective shall automatically refund the Buyer's payment if such payment hasalready been made.

11.2 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.

Currency conversion fee
Where the Price of the Product is viewed in a currency that is different from the Seller's listing currency, the displayed Price will be inclusive up to a five percent (5%) currency conversion fee payable by the Buyer. By changing their currency settings, Buyers may view the same Product

in the Seller's listing currency without the currency conversion fee. No currency conversion fee or foreign exchange fee is applied by Vestiaire Collective where the currency linked to the payment method is different from the currency selected at the checkout page (or in the User's selected currency settings). For example, if the Buyer uses a USD credit card or other payment method to purchase a Product displayed in EUR, no currency conversion fee or foreign exchange fee is applied by Vestiaire Collective. However, the Buyer's card issuer or bank may apply a currency conversion fee or foreign transaction fee with respect to such purchase.

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

Vestiaire Collective may from time to time issue vouchers via email (or other electronic method) to be used in accordance with the following conditions:

- Vouchers are only valid for use on Vestiaire Collective's Website 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 Website 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.

11.3 Buyer Service Fee

The services on offer by Vestiaire Collective shall be remunerated by a buyer service fee (the "**Buyer Service Fee**") that Vestiaire Collective shall deduct from the Price of the Product paid by the Buyer.

The Buyer Service Fee collected by Vestiaire Collective shall correspond to the sum paid for each transaction to Vestiaire Collective by the Buyers, in return for the intermediation services between Seller and Buyer, and where applicable for checking and dispatching the Products. This Buyer Service Fee shall be included in the sale Price of the Product as shown on the Web Site.

For all transactions, a fee of up to fifteen percent (15%) of the Price of the Product is charged to the Buyer, subject to, in all cases, a minimum fee of five (5) euros/pounds/dollars/swiss francs (or equivalent in local currency).

For international transactions, an additional fee of up to fifteen percent (15%) is charged to the Buyer (resulting in a total fee of up to thirty percent (30%) of the Price of the Product for such transaction).

11.4 Price rounding

In the event that the Price of the Product results in a decimal, Vestiaire Collective will round the Price up to the nearest whole unit of the applicable currency (euro/pound/dollar/swiss franc, or equivalent in local currency). Any extra cent coming from the rounding of the Price will be allocated to the Buyer Service Fee. This ensures that all transactions are processed with prices that are whole numbers.

12. Statutory warranties

Under certain conditions, Buyers may benefit from the statutory warranty of conformity (articles L. 217-4 *et seq*. of France's Consumer Code) and the statutory warranty against hidden defects (articles 1641 to 1648and 2232 of the Civil Code). Buyers should invoke their statutory warranties against the Seller of the Product.

The statutory warranty of conformity provides certain Buyers who buy Products from a Professional Seller, or from Vestiaire Collective, a time period of two years from the delivery of the Product to take action for conformity defects affecting the Product. With respect to second-hand Products, the Buyer is dispensed from having to adduce evidence of the existence of the conformity defect of the Product during the six (6) months following the delivery of the Product. The Buyer may opt between requesting a repair or a refund for the Product, subject to the conditions as to cost stipulated by article L. 217-9 of France's Consumer Code.

The statutory warranty of conformity only benefits certain Buyers who are private individuals and who buyProducts from Professional Sellers.

The statutory warranty against hidden defects permits certain Buyers to choose between rescission of the sale or a reduction of the sale price in accordance with article 1644 of the Civil Code. Such Buyers must prove that the hidden defect existed at the time of the sale.

13. Claims and returns

13.1. Non-receipt or late delivery of a Product

If the Buyer does not receive the Product (a) by the delivery date specified at the time the Order was placed or (b) if no delivery date was specified at the time the Order was placed, within thirty (30) days following the date of the Order, or if Vestiaire Collective sells the Products directly on the Website, then the Buyer may cancel the Order; provided, however, that (i) the Buyer must have first contacted Vestiaire Collective, to request that Vestiaire Collective rectify the situation within a reasonable time frame and (ii) delivery shall not have taken place within this additional time frame.

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.

If the Buyer receives the Product after having cancelled the Order, the Buyer must return the Product to Vestiaire Collective or to the Seller if the Product was dispatched directly by the latter. Vestiaire Collective shall refund the Price of the Product that is returned, the examination costs (if any), the initial shipping costs (in case of return of the entire Order), and the return shipping costs for returning the Product to Vestiaire Collective, within fourteen (14) calendar days following receipt by Vestiaire Collective of the complete Product in its original condition. These returns must take place in accordance with the terms of Article 15 below.

Buyers shall receive a refund for cancelled Orders to the method of payment originally used to pay for the Order; provided, however, that, Vestiaire Collective may refuse a refund if Vestiaire Collective suspects thatthe request for cancellation or for a refund due to total or partial non-receipt of a Product 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 abovementioned terms.

13.2. Detection of non-conformity during the examination performed by VestiaireCollective

The consequences of a Product's non-conformity with its Product page, as verified by Vestiaire Collective,shall depend on the type of non-conformity involved.

If a Product that does not comply with its description in the corresponding Product page is counterfeit or itis a Product whose sale is prohibited, Vestiaire Collective shall cancel the Order and shall refund the Buyer.

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.

If the Buyer and the Seller agree over a Price discount, the discount may take the form of a store credit, a Purchase Voucher or a payment that is credited to the original payment card or the PayPal account of the Buyer (as the case may be).

If the Buyer chooses to cancel the partially-compliant Order, the Buyer shall be refunded by crediting the bank card used to make the initial payment, or by way of a payment into the Buyer's PayPal account. In the case of a partial cancellation, only the part of the Order that is cancelled shall be refunded in keeping with the abovementioned terms.

13.3. Detection of non-conformity upon receipt of the Product by the Buyer

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

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

Should the Buyer find that a Product does not comply with its description in the Product page, theBuyer must contact Vestiaire Collective by e-mail 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 shallrefund the Buyer. The refund shall take place by crediting the bank card or the Buyer's PayPal account used to make the initial payment. If the Product is still found compliant, Vestiaire Collective will keep it and re-list it on the Web Site under the Buyer's account unless the Buyer claims the Product back to Vestiaire Collective at the Buyer's expense. If the Buyer decides to remove the Product from the Web Site, Vestiaire Collective shall send it back to the Buyer (unless the Product had already been resold on the Web Site before the Buyer requested its return).

All Products returned by Buyers due to non-conformity with the Product page must be returned with the sealed (label) initially affixed by Vestiaire Collective on 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 dispatched directly by the Seller:

Should the Buyer find that a Product does not comply with its description in the Product page, theBuyer must contact Vestiaire Collective by e-mail within seventy-two (72) hours following the dateon which they received the Product.

The Buyer must explain 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 eventual refund shall take placeby crediting the bank card or the Buyer's PayPal account used to make the initial payment.

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

If the Buyer finds 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 statutory warranties described in detail in Article 12.

Upon making a complaint about a Product that does not comply with its description in its Product page, the Buyer must return the Product in accordance with the terms of Article 15 below.

Professional Sellers hereby acknowledge and agree that if a Product is returned to them by a Buyerowing to non-conformity with its description in the corresponding Product page or because it doesnot 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 timescale.

If the Buyer believes that the Buyer has received a counterfeit item or a Product whose sale is prohibited, the Buyer must alert Vestiaire Collective by e-mail 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 fraudon their part.

The provisions of this Article 13 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 13 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 returned by the Buyer owing to its non-conformity with the Product page, its being counterfeit, or its being a Product whose sale is prohibited.

14. Right to withdraw in case of a purchase from a Professional Seller

When a Buyer in the United States, acting as a private individual, purchases a Product from a ProfessionalSeller (which may include Vestiaire Collective, if the Product was sold directly by and on behalf of Vestiaire Collective), that Buyer shall have a 'cooling off period' which ends seven (7) days beginning the day after the Buyer receives the Product.

During this cooling off period, the Buyer may exercise his/her right to cancel the contract with the Professional Seller, without having to give any reasons or pay any penalties.

The Buyer may inform Vestiaire Collective that he or she is exercising the right to cancel the contract by informing Vestiaire Collective, clearly and unambiguously, about his or her intention to exercise the right to cancel, by any other means, provided the Buyer does so within the abovementioned timeframe.

If the Buyer exercises the right to cancel during the cooling-off period within the abovementioned time period, the Buyer will be refunded by the Professional Seller for Price and shipping costs paid by the Buyer (less the cost of arranging collection from the Buyer as per the paragraph below, if applicable), within thirty (30) days of Vestiaire Collective's receipt of the Buyer's cancellation notice.

The Buyer shall be responsible for and bear the cost of returning the Product to Vestiaire Collective. If Vestiaire Collective does not receive Products that have been cancelled, it may arrange for the collection ofthe Product from the Buyer at the Buyer's cost.

Vestiaire Collective regrets that it cannot accept returns for:

- Products that contain hygiene seals (for example, for earrings or other pierced jewelry, underwearor swimwear) which have been removed after receipt; or

- in the case of new Products sold directly by Vestiaire Collective, Products that have been worn or used outdoors, unless such use would have been reasonably required by the Buyer to inspect the condition of the Product.

The above restrictions for Vestiaire Collective's acceptance of returns shall not affect a Buyer's statutory rights in respect of counterfeit Products or for Products that do not otherwise conform to the description in the Product Information.

If the Buyer purchases its Products from a non-Professional Seller, the Buyer shall not be

entitled to the 'cooling-off period' described in this Article 14. However, as a commercial gesture, Buyers who do not wish to keep the Products they have purchased shall be permitted to re-list the Products for sale on the Website. If the Buyer decides to relist on the Website, Vestiaire Collective will not deduct a Commission (as defined in the Seller Terms and Conditions), if any such re-listed Products are subsequently sold. VestiaireCollective will, however, deduct the relevant charges provided in the table below to cover its dispatching, packaging, and management charges relating to Products that are resold on the Website.

Currency	Price	Resale costs
USD	0 – 170	17
USD	170 – 450	28
USD	450 - 790	40
USD	790 - 1100	50
USD	1100 -	55

15. Terms applicable to returns

15.1. For all returns

Any User wishing to return a Product must issue a request using the FAQ contact form available at http://faq.vestiairecollective.com.

Returns shall take place via a carrier that is a partner of Vestiaire Collective.

The Products should be returned to Vestiaire Collective at the following address: Vestiaire Collective, 53 rue de Châteaudun, 75009 Paris, France. Vestiaire Collective disclaims any liability in case of loss or damage of a Product while in transit.

Any Products that are returned due to a delay in delivery that gave rise to the cancellation of the initial Order must be returned by recorded delivery with acknowledgement of receipt.

Vestiaire Collective draws the Buyer's attention to the fact that it must take particular care of the Products. Vestiaire Collective shall be entitled to reject a return of Products that are damaged or incomplete, or to refund the Buyer minus any amounts due as compensation for the damage caused to the Products (if the damage occurred after their delivery to the Buyer). Moreover, the Buyer shall be liable in case of depreciation of the value of the Products due to any handling thereof other than as required to ascertain the nature, the characteristics and the proper operation of these Products, any deliberate damage, any incident or negligence on the part of the Buyer or of a third party, any use of a Product that is non-compliant with its purpose, any failure to comply with the manufacturer's guidelines or the instructions of Vestiaire Collective, or any modification or repair carried out without the prior agreement of Vestiaire Collective.

Any Product that is returned in a such state that the cost of repair or cleaning is too high relative to the Price of the Product shall not be refunded and shall be kept by Vestiaire at the Buyer's own risk for a period of up to six (6) months following receipt of the Product by Vestiaire Collective (unless the Product was received in this state by the Buyer). A Buyer wishing to recover possession of a Product that is returned in damaged condition must request this by post to the address set forth at the beginning of this Article 15, enclosing a check for

the fixed sum of 25 dollars including tax, corresponding to the reasonable, minimum costs of storage, re-dispatching and handling incurred by Vestiaire Collective, and Vestiaire Collective shall thereupon send the non-refundable Product back to the Buyer upon receipt and processing of that sum.
Should Vestiaire Collective not receive a request from the Buyer to recover possession of its Products within six (6) months following receipt of the Products by Vestiaire Collective, Vestiaire Collective shall become the owner of the non-refundable or returned Products (as the case may be) that were not claimed. These Products shall then either be relisted under Vestiaire Collective's account on the Web Site, destroyed or donated to charity, if their condition allows for this.

In case of cancellation of an Order by the Buyer within the timescale for withdrawal from a sale mentioned in Article 14, if the Order was paid for wholly or partly using Purchase Vouchers, the Purchase Vouchers used for this Order shall be re-credited to the Buyer's account.

Miscellaneous provisions

16. Duration and validity

Buyers shall be governed by these Buyer T&Cs from the moment they accept them upon purchasing a Product on the Website.

Vestiaire Collective shall be entitled to modify its Buyer T&Cs 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 Buyer T&Cs, the Users who accepted the prior version of the Buyer T&Cs shall have to accept the new version of these Buyer T&Cs. The Buyer T&Cs that are applicable shall be those that are in force on the date on which the User uses the Website and/or purchasesa Product.

17. Interruption of the service and rescission

In case of a failure to comply with one or more of the clauses of these Buyer T&Cs (such as in case of a failure to pay any payments due within the allotted timeframe, or a violation of these Buyer T&Cs), 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 e-mail to the User involved, informing them about thisimpending 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 Buyer T&Cs, 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 the 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 T&Cs, any current orders or sales will not be affected. The Users will retain limited access to their account until those ongoing transactions are completed.

18. Questions or Concerns

Any User wishing to contact Vestiaire Collective with questions or concerns about the Website or Services may (a) send a letter to Vestiaire Collective's address mentioned in these Buyer T&Cs or (b) submit a request via the FAQ contact form available at http://faq.vestiairecollective.com. This FAQ contact form cannot be used by Users to raise claims or complaints concerning another User; for claims or complaints concerning another User, a User must write at the following address: Vestiaire Collective, 53 rue de Châteaudun, 75009 Paris, France.

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 mail-order sales federation – FEVAD) which offers amediation 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 Buyer T&Cs 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.**