

TERMS & CONDITIONS

Mentions légales

26/02/2018

This website, www.videdressing.com, is the property of the company VIDEDRESSING SAS, a French simplified joint stock company with capital of €374,957, registered with the Paris RCS under number 511958886. Its head office is located at the following address: 11 avenue Parmentier, 75011 Paris, France

Publication director: Mr Jérémy Delorme in his capacity as Chairman of the company VIDEDRESSING SAS.

The company's VAT number is: FR105119588600018

This site is registered with the CNIL under number 1396344

Host: Typhon

Terms & Conditions

WEBSITE TERMS AND CONDITIONS

The company VIDEDRESSING SAS, "Videdressing", with capital of €374,957, registered on the Paris Trade and Companies Register under number 511 958 886, with intracommunity VAT number FR10511958886, and registered address in Paris (75011), 11 avenue Parmentier, manages the site [videdressing.com](http://www.videdressing.com) accessed at web address <http://www.videdressing.com> (the "Site").

The Site links up Sellers and Buyers who want to sell new and second hand fashion and beauty items (the Items). The Sellers and Buyers will be referred to hereinafter as "Users".

The Site acts as a Trusted Third Party between the Buyer and the Seller. When a User buys an Item, his payment is held by Videdressing. The payment is transferred to the Seller once the Buyer confirmed that he received the Item and found it satisfactory.

The Site is a mere intermediary and cannot be held liable for disputes arising beyond 48 hours after the Item was received by Buyer; the parties to such as disputes can only be the Buyer and the Seller. However, in such a case, the Site may do what it can to help the parties reach an agreement.

The objective of these Terms & Conditions is to define the Users' conditions of use for the Site.

Definitions

Back In Stock On Videdressing: refers to all the Items returned to Videdressing under the Money Back Guarantee and posted for sale on behalf of the Seller.

Boutique: refers to all the Items offered for sale on Videdressing by a single Seller.

Buyer: refers to a User who wishes to buy or who bought one or more Item(s).

Certificate of Conformity: corresponds to the proof of purchase of an Item that has been physically checked, before shipping to the Buyer, by the Videdressing legal department and the quality department. The Certificate of Conformity has no legal value.

Catalog: refers to all the Items offered for sale on Videdressing.

Commission: refers to the sum received by Videdressing in exchange for the Users using the Site. It is applied retroactively to all items sold on the site, irrespective of the date they were listed on the site.

Delivery address: refers to the mailing address to which the Item will be shipped to the Buyer by the Seller.

Delivery Method: the Items must be shipped using a tracked Colissimo, by DHL (only for transactions between France and Germany) and in certain cases, by signed for Colissimo and/or with insurance. Certain item categories for a sum below or equal to 50 euros shall be sent, within mainland France, by Lettre Suivie.

Discount Voucher: refers to a discount that may be used when placing one or more orders on the site www.Videdressing.com.

Geolocation: refers to the process allowing to locate an Item on a map thanks to its geographic coordinates.

Item Price: refers to the price set by the Seller for the sale of an Item. The Item Price is the basis for Videdressing's Commission, it does not include the Shipping Fees, Gift Vouchers, Discount Coupons or any other reductions.

Item: refers to a fashion or beauty product posted for sale by a Seller on the Site, and that meets the criteria defined in Article 3 of these Terms & Conditions, and representing the object of the contract between the Seller and the Buyer.

Promotional offer: allows the Buyer to benefit from a time-limited offer of either a reduced price or payment option. The Promotional offer cannot be used in conjunction with other active Offers.

Moderation Pending: refers to an Item whose details, as specified by the Seller, are being verified by our Department in charge of fighting counterfeiting, before it is posted online. This moderation is only for luxury Items and Items from the most counterfeited brands.

Money Back Guarantee: refers to the possibility, for a Buyer who is not satisfied with his order, to declare his dissatisfaction, and the reasons of this dissatisfaction, within 48 hours after the order was received (including weekends and public holidays), in accordance with the procedure set out in Article 5 of these Terms & Conditions.

Post: refers to the offer for one or more Item(s) posted by the Seller on the Site.

Profile Page: refers to a public page focusing on a Seller who is registered on the Site, whether he is a Buyer, a Seller or neither.

Purchase Offer: refers to the irrevocable offer to buy one or more Item(s) from a Seller on the Site as a response to one or more Post(s) from one or more Seller(s).

Promotional program: refers to a price reduction program whereby the sale price of Items is reduced by Videdressing as part of its promotional activities and to payment of Shipping Costs by the Seller.

Reposting for Sale: refers to the possibility, for a Buyer who is not satisfied with his order to declare his dissatisfaction, within 48 hours after the order was received, to repost the Item for sale, free of charge and with no Commission.

Retail Price: refers to the Retail Price for the Item, as given by the Seller.

Retrieval In Person: refers to an option, offered by the User when he creates the Item posting, which may be selected by another User when purchasing an Item in order to retrieve the Item in person, thus avoiding to pay the Shipping Fees.

Retrieval Voucher: refers to the message including a code and communicated to the Buyer at the time of the confirmation of the availability of the ordered Item, in the case when the Item is retrieved in person.

Seller: refers to a User who offers one or more Item(s) for sale. Can be an individual, or a consignment store (which offers for sale Items that were entrusted to for sale by individual) or a professional. Designers cannot register as such on the site, but can register as Professional Sellers.

Service Charge: fee charged for the use of the Videdressing platform. The Service Charge corresponds to a percentage of the Item price and is to be paid by the Buyer.

Shipping Fees: refers to the shipping fees set out by Videdressing based on La Poste's fees for a tracked Colissimo or a Lettre Suivie and DHL's fees.

Site: refers to the Internet site managed by Videdressing, available at the following URL:
<http://www.Videdressing.com>.

Transaction Price: refers to the price of an Item paid by the Buyer. This total price includes the Item Price plus Shipping Fees and the Service Charge.

Trusted Third Party: Videdressing acts as a trusted third party between the buyer and the seller. When a user buys an Items, his payment is held by Videdressing. This amount is then transferred to the seller, once the

buyer confirms that he received the Items and is satisfied with it. Videdressing.com thus safeguards the seller from the risk of not getting paid

User: refers to a person registered on the Site in order to buy/sell one or more Item(s).

Wallet: refers to an account opened on the Site in the name of the User and to which the amounts related to his sales are credited.

Article 1. Registering on the Site

1.1. Opening an account

To register on the Site, the User must create an account using his email address or using Facebook Connect. In the former case, the User must fill in the mandatory fields of the registration form and provide full and accurate information. The mandatory fields include his first name, his country, his user name, his email address and his password.

In the latter case, the User will be asked to allow Videdressing to access some information from his Facebook account, including his first name, his last name, his Facebook ID, his email address, his sex, his date of birth, his profile picture and other information that is public on his account.

The User agrees to update the information provided to Videdressing in a timely manner. The User alone is liable for any consequences arising from his failure to update this information. The User must be over 18, or be a corporate body under French law. The User agrees never to share his user name and password and will be liable for the consequences of the use of his account, even unbeknownst to him, by anyone using his user name and password.

The user name and the password are strictly personal and confidential. The registered User is the only person allowed to access the Site using the user name and the password. The User agrees not to give anyone to access the Site using his identity or his user name. Should a User be aware that someone is accessing the Site using his user name and password, he will notify Videdressing at once.

The User agrees not to register under a user name infringing on the rights of a third party. Amongst other things, the User will not use a user name infringing on any intellectual property rights, any registered trademarks or any company names. Once the registration form has been created, the User must provide additional information, some of which are mandatory and some of which are optional; this information will appear on the My Personal Information page and on the My Boutique page, if the User wishes to sell an Item. An asterisk indicates the mandatory fields.

The User agrees not to create or use accounts other than the one he created originally, whether under his own identity or under that of a third party. Any exception to this rule must be subject to an explicit request by the User and an authorization granted, if applicable, by Videdressing. Creating or using new accounts under one's own identity or that of a third party without authorization from Videdressing may cause the immediate termination of the account and all related services.

Once an Item has been sold on the Site, the User agrees to his last name and first name being disclosed to the other User.

The Users agree to keep this information confidential and not share it. They agree to respect the privacy of

the other Users and not to send them messages, items or documents, including advertising material, by any means, including by mail, phone or email.

1.2. Creating a Profile Page

Once registered on the Site, the User gets a Profile Page. The user name used at the time of his registration will be used automatically for the Profile Page.

If the User entered information on the My Personal Information page, this information will appear on the Profile Page; this includes the User's first name, occupation, last connection date, type of Seller (professional or non professional, designer or blogger), zip code, city, country. The User's picture and personal description will also appear. The Profile Page may also include information about the Item that he sold, feedback from other Users, his favorite brands etc.

1.3. Rules of good conduct

The User undertakes to not disclose their contact details (telephone number, address, email, etc.) in the Advertisements, the related questions and answers, or in the name, or description of their Catalogue. Videdressing may, where necessary, delete this information without prior request to do so to the User. The User undertakes to not enter into direct contact with other Users outside the comments space provided to this effect on the website.

The User undertakes to not use, on the Website, in particular through the comments, remarks that are contrary to good moral standards, abusive, defamatory or that could harm the reputation of other Users. In the event of the non-respect of this obligation, Videdressing reserves the right to suspend the User's account without prior notification. In the event of a repeat offence Videdressing reserves the right to definitively close the User's account.

The User shall refrain from publishing photographs with inappropriate content (nudity, violence, etc.). Videdressing reserves the right to delete any content that it deems inappropriate and also to delete User accounts in certain cases.

Article 2. Personal information and privacy protection

2.1. Videdressing is committed to protecting the privacy of the Site's Users and the confidentiality of the information provided.

When registering on the Site, the User is required to provide personal information including his name, email address, date of birth, sex and location. The User may specify his mobile and home phone numbers, as well as his bank account details and other optional information pertaining to his occupation, tastes and preferences, among others. An asterisk appears next to the mandatory fields.

When registering on the Site, the User may choose to receive offers, particularly marketing communications, from Videdressing and/or its partners.

When providing his cell phone number, and subject to his agreement, the User may receive commercial offers via text message. The User may unsubscribe from said commercial offers at any time; to do so, the User should follow the procedure laid out in said text messages.

The User may also receive marketing communications by mail unless this option is declined.

When providing his mailing address, the User agrees to Videdressing processing data pertaining to his location and using various technologies allowing to locate a User's Items. Thus, Videdressing allows its Users to search for Items based on a specific location, whether his own or another User's. The Items displayed as a result of a geolocation-based search will appear on a map as dots indicating their location.

In no circumstances will a User's mailing address be disclosed to another User except in case of an Item Purchase as stipulated in Article 1.7 of these Terms & Conditions.

The personal information requested by Videdressing is required to manage the Site, and to upgrade the quality of the services offered by Videdressing. Videdressing's records are registered with the "Commission Nationale de l'Informatique et des Libertés".

Using third party applications developed thanks to Videdressing's API is subject to the third party developers' Terms & Conditions and privacy policies. Please make sure to read their privacy policies.

2.2. As per Act #78-17 dated January 6, 1978, the User may, at any time, access the personal information he communicated to the Site, and/or request said information be edited, expanded, clarified, updated or deleted, by email (serviceclient@Videdressing.com) or by mail (Videdressing, 11 avenue Parmentier, 75011 Paris). The User should specify his place and date of birth, his mailing address, his email address and his user name.

The User agrees to Videdressing using the collected information and disclosing this information to third parties. The User can oppose the use of the data collected by Videdressing and/or the disclosing of information to third parties. To do so, the User should uncheck the relevant box on the registration form, namely the one that says "I wish to receive offers from Videdressing.com's partners." Once registered on the Site, the User may use his opposition right by email (serviceclient@Videdressing.com), or by mail, using a registered letter with acknowledgement of reception (Videdressing, 11 avenue Parmentier, 75011

Paris). The user should specify his place and date of birth, his mailing address, his email address and his user name.

2.3. In order to provide and to customize the service offered, Videdressing uses Cookies, meant to make the User's use of the Site more pleasant. The browser's settings allow the User to find information about the use of Cookies and to refuse them if he wishes to so.

A Cookie is a small file sent to the User's computer and stored on the hard drive. If the User is registered with www.Videdressing.com, his computer uses Cookies to save time every time the User returns to the Site www.videdressing.com, as it will remember his email address. The User may change the browser settings in order not to allow Cookies to be saved without his explicit agreement.

The Site www.videdressing.com was designed to be particularly attuned to its Users' needs. That is one of the reasons why Videdressing uses Cookies. The purpose of a Cookie is to signal the visit of a User on the Site. Cookies are therefore used by Videdressing to improve the customized services meant for the Users.

Videdressing may communicate non-personal data to authorized third parties, through the use of third party Cookies. The third parties authorized by Videdressing agree to use this data in accordance with the January 6, 1978 "Informatique et Libertés" Act, as amended by the August 6, 2004 Act, to set out Privacy Charters. This non-personal data may be used for banner programming.

2.4. The User agrees to Videdressing saving all the documents, information and records related to his activity on the Site.

2.5. The User agrees to Videdressing editing pictures of Items posted for sale, in order to improve their visibility. Moreover, the User agrees to Videdressing communicating with regards to Items said User posted for sale.

Article 3. Items posted for sale

3.1. General Provisions The Seller agrees to ensure that any Item posted for sale corresponds to an actual Item available at once, and that he owns outright and is entitled to sell. The Seller agrees to post for sale only Items that are free of stains, holes or tears. Should such Items be returned to our offices, our QA team would deem them non-compliant, and said Items would not be posted for sale again. The Seller would then have to pay for the return Shipping Fees for the Items.

Any delivery costs incurred by the return of such Articles will be payable by the Seller.

The price of the Item may not be less than €5.

The Seller will only post for sale beauty Items (makeup and skincare products) corresponding to non- opened Items in their original packaging.

Seller shall not offer to sell items in batches.

Since fragrances and beauty products from the LVMH Group (Christian Dior, Givenchy, Kenzo and Guerlain) and Chanel can be sold only through authorized retailers, selling those Items on the Site is forbidden.

Lingerie, bathing suits, socks, hosiery and nightwear posted for sale must be new (with or without tags).

In their Advertisement, the Seller shall describe the Item put on sale in line with the Website's guidelines. The description of the Item must be true and accurate. The Seller shall also keep their inventory up to date.

3.2. The Seller will only post Items that are compatible with public peace, public decency and French law in force and effect, as well as with the rights of third parties, and that are not likely to offend the sensibility of minors.

The Users may not sell or acquire, directly or indirectly, through the Site, Items that infringe on intellectual rights (counterfeited goods) or selective distribution networks.

In order to fight counterfeiting, Videdressing monitors the information provided for some Items. Videdressing may demand the Seller provide additional information (proof of authenticity, proof of purchase) or photographs of an Item. Should Videdressing have doubts about the authenticity of an Item, it reserves the right to decline posting it for sale.

The Users agrees to notify Videdressing as soon as they become aware that a Post does not comply with the stipulations in this Article.

In addition to these checks, the Seller may request a physical inspection of the eligible Items, on Videdressing's premises, so that a Certificate of Conformity can be issued for the Buyer.

Perfumes and cosmetics are not eligible for Certificates of Conformity.

One exception concerns Sellers residing outside the European Union, who cannot request a Certificate of Conformity.

When a Seller requests this service, a charge of 30 Euros will be deducted from the final sale price. The item(s) ordered will be shipped directly by the Seller to Videdressing so they can undergo a physical inspection by our legal department and quality department.

If the Item is deemed to be compliant by our legal and quality department, it will be shipped to the Buyer along with a Certificate of Conformity.

If the Item is deemed to be non-compliant due to doubts over its authenticity, it may be passed on to representatives of the brand in question, and destroyed if deemed to be a counterfeit. The Seller will have the option to pick-up the item in person from the Videdressing head office or request that Videdressing returns the Item by post. All postage costs associated with the return of the Items will be covered by the Seller.

If the offending Item is not picked-up within two months, Videdressing will assume legal ownership and destroy it.

In case one or more counterfeited Items are posted for sale, Videdressing reserves the right to disable the User's account for up to 6 months. Should the User post counterfeited goods for sale again, Videdressing may permanently terminate the User's account and take all necessary measures to prevent said User from registering again on the site, for up to 5 years.

If the Article does not comply because of doubts about its authenticity, it may be given to representatives of the brand for expert analysis and destroyed if necessary. The Seller must come and collect the Article from Videdressing's premises or request that it be returned by post. The delivery costs incurred by the return of such Article(s) will be payable by the Seller. If the Article is not claimed within a two-month period, Videdressing will become the legal owner and will be within its rights to destroy it.

If the Article does not comply because of its general condition, the Seller must come and collect non-compliant Articles from Videdressing's premises or request that they be returned by post. The delivery costs incurred by the return of such Article(s) will be payable by the Seller. If the Article is not claimed within a two-month period, Videdressing will become the legal owner and will be within its rights to destroy it.

In each of these cases, the Seller shall have no claim to any payment, in whole or in part, with respect to the Article. Moreover, if the Seller opted for the provision of a Certificate of Conformity, the costs incurred in connection with providing the Certificate will not be reimbursed.

3.3. In his Post, the Seller agrees to describe the Item posted for sale in compliance with the form available on the Site. The Item description should match the Item's actual features. The Seller also agrees to keep his inventory up to date.

Videdressing reserves the right to demand the Seller edit/delete his Post and/or to do it itself, in cases including but not limited to situations in which the Seller did not publish his Post in the relevant category or if he mentioned his contact information in the Post.

The Seller agrees to post only pictures of the Item that he took himself. Videdressing reserves the right to delete from the Site any picture that was not taken by the Seller.

3.4 Setting the sale price

It is the Seller's responsibility to determine the Item's Sale Price. Amongst others, Videdressing hereby draws the Seller's attention to the fact that it is his responsibility not to overprice the Item. Moreover, outside the authorized sales periods, professionals Sellers cannot sell their Items at a loss.

In any event, the sale price of the Item may not be less than €5.

The Seller can find tips on determining the Item Sale Price on the Help page.

In order to deter people from selling counterfeited Items, Videdressing enforces price-related rules for luxury Items posted for sale on our site:

- For new Items, the sale price cannot be excessively lower than their retail price (for instance, less than 25% of the retail price, i.e. savings of no more than 75% off the retail price; as an example, a item that retails for 2,000 euros cannot be posted for less than 500 euros);
- For second-hand Items, the sale price cannot be excessively lower than their retail price (for instance, the sale price cannot be less than 15% of the retail price; as an example, a item that retails for 2,000 euros cannot be posted for less than 300 euros.)

Videdressing will delete the Posts for luxury Items that do not meet these criteria.

3.5. The Seller may specify the Retail Price. If the Seller does not know the exact Retail Price, he can specify his best estimate. The User is hereby informed that said Retail Price was not verified by Videdressing. The User should also be aware that, as the savings specified for each Item are based on the Retail Price, this information is merely for information is not binding.

3.6. The Seller alone is in charge of the proper fulfillment of his obligation to inform the Buyers of the

Item's essential features. He alone is liable for the description of the goods he posts for sale. Videdressing is not liable for the description of the Item, whether it is with regards to its form or its contents. The Seller will undertake any validation and verifications, and will provide all the necessary details so that the description and the elements in the offer are free from misrepresentations and do not mislead the Buyer.

The Seller undertakes to create only one listing per item. Videdressing reserves the right to remove what appear to be multiple listings for the same item.

3.7. Specific conditions relating to the promotional program Videdressing agrees to publish the Seller's Post online with no time limit, inasmuch as the Seller complies with these Terms & Conditions.

Videdressing agrees to delete the Seller's post once a Buyer has made an offer for the Item in the Post.

Videdressing allows Sellers to participate in the promotional programs on an individual transaction basis. There are two types of these promotional activities: one being reducing the price of Items, the other the payment of shipping costs by the Seller. The promotional program does not apply to professional Sellers.

Il est entendu que le programme de promotion ne s'applique pas aux Vendeurs professionnels.

3.7.1. Reducing the price of Items

When an item is listed for sale, the Seller can opt in to the promotional program created by Videdressing. If the Seller does opt in to this program, they allow Videdressing to reduce the price of their Item at its discretion, as part of its various promotional activities.

The percentage of the reduction is between 5 and 15% of the sale price.

To opt in to the promotional program, the Seller must check the box provided when they create the product sheet. The Seller can also choose to participate in this program by checking the relevant box under My Account > My listings > My items for sale. The Seller may opt in to the program for one or more of their Items by checking the relevant box for each Item.

3.7.2 Payment of the Shipping Costs by the Seller

The Seller may choose to offer free Shipping to potential Buyers as part of the promotional program introduced by Videdressing.

To offer free Shipping, the Seller must check the relevant box when creating the product sheet. The Seller can also choose to offer free Shipping for an Item by checking the relevant box under My Account > My listings > My items for sale. The Seller may opt in to the program for one or more of their Items by checking the relevant box for each Item.

3.7.3 Irreversibility of the offer

The Seller acknowledges that in the event they opt in to Videdressing's promotional programs defined in articles 3.7.1 and 3.7.2 for one or more of their Items, this process is irreversible and the Seller shall not have the option to opt out of the program.

Except in the event the Seller offers free Shipping to the buyer in the context of the promotional programs defined in article 3.7.

3.8. Any Seller who no longer wishes to sell an Item agrees to delete the Post as soon as possible.

3.9. The Seller agrees to his Post being published on Videdressing's partner sites.

Article 4. Concluding a Sale

4.1. Concluding a sale / Placing an order

4.1.1. When the Buyer places his order, he makes an irrevocable Offer to buy the Items.

The Buyer will be held to this Purchase Offer until the Acceptance time frame granted to the Seller, as defined in the following Article, expires.

4.1.2. Videdressing notifies the Seller of the Buyer's Purchase Offer by email.

The Seller agrees to confirm or cancel his Sale Offer within 96 hours after receiving the email from Videdressing informing him that the Item he posted for Sale on the Site has a Buyer.

The Seller may accept this Purchase Offer through his account page on the Site. The Acceptance is firm and irrevocable. Once the Seller communicated his Acceptance, the sale is concluded and deemed perfect.

Should the Seller not respond within a 96-hour time frame, the Purchase Offer lapses, and the sale contract is not be concluded. The Buyer's order is then canceled, and the Buyer's credit card and/or Wallet are not charged.

If PayPal is used to pay, the amount is charged immediately. Should the order be cancelled, the PayPal account will be credited for the amount charged. The credited amount will appear on the PayPal account within 48 hours.

Similarly, if an order paid with a gift card is cancelled, the gift card will be credited and will receive a new code by email, for use at the time of a subsequent order.

4.1.3. The Purchase Offers made by the Buyer are independent from each other. If one or more Purchase Offers have not been accepted by the relevant Seller(s), the Buyer's other offers do not lapse, and are binding on the Buyer.

4.2. Paying for the order

4.2.1. Payment in full upfront

The Buyer may pay:

- with a Credit Card via the securized portal Payline
- with the Online Wallet.
- with Paypal - with a debit or credit card via the secure Hipay portal

Videdressing may request supporting documents from the Buyer with regards to his identity (copy of passport and/or proof of address). While reception of these documents is pending, Videdressing may suspend the Order.

Videdressing cannot be held responsible in the event of fraudulent use of the payment method used.

- With a debit or credit card via the Payline secure portal

Your credit card information is collected by Payline, which is registered with the Banque de France as a PCISS entity. The information is saved with your consent only, on the Payline server. If, when placing a new order, one or more personal details are edited on the Payline server (mailing address, email...), the baking information would no longer be saved.

Videdressing never saves your banking information, nor does it have access to it.

Saving your banking details allows you to place the order faster and with less hassle, all while offering the same safety standards as when paying via the Online Wallet.

- With a debit or credit card via the Hipay secure portal

Payment is made via a third-party platform operated by the company Hipay operated by the Belgian company HMPE SA (Hi-Media Porte-Monnaie Electronique), an electronic money institution approved by the CBFA. Consequently, when making payment, the buyer is redirected to the platform of the company HPME. The terms and conditions applicable to the payment transaction are set out when this happens. Payments carried out are made secure by encrypting the data so as to prevent this information being intercepted by a third-party.

As the information is made secure by the HiPay system, the company reserves the right to refuse an order over any incident or payment disputes.

For more information about their bank account details, Buyers can contact the company at <https://www.hipay.com/info/contact>

- Payment with PayPal

To make a payment using PayPal, the Buyer must have a PayPal account. He is then subject to PayPal's Terms & Conditions.

PayPal is a payment service provider specialized in transferring electronic payments between a Buyer and a third party. PayPal guarantees the confidentiality of the Buyer's bank account information.

When choosing to use PayPal, the Buyer is automatically redirected to his PayPal account. Once the payment procedure is completed, the Buyer may complete his order on www.Videdressing.com.

4.2.2. Payment in several installments

In the case of a payment in 3 installments, the User's banking details are saved by Hipay when the order is placed, in order for the subsequent installments to be charged.

In any event, the promotional offers cannot be used in conjunction with other active offers.

4.2.3. Payment Breakdown

The amount paid by the Buyer includes:

- The Item Price set by the Seller;
- A Service Charge corresponding to 2% of the Item Price set by the Seller, and detailed in Article 4.2.5."
- The Shipping Fees set by Videdressing based on La Poste's Colissimo and Lettre Suivie fees and on the DHL fees, as applicable the day the order was placed (see table hereunder).

The Shipping Fees paid by the Buyer vary based on whether said Buyer is located in France or abroad.

Except if the payment is made using PayPal, for which the debit is not immediate, the Buyer is charged for this amount when the Seller confirms that the Item is available. If the Buyer does not receive the Item or finds in unsatisfactory, his bank account and/or Online Wallet, his PayPal account will be re-credited

If the article is dispatched from french:

Country of Delivery	Carrier	Price for 1 article	Price for 2 articles	Price for 3 articles
France	Chronopost	€7.90	€8.90	€9.90
DOM/TOM	Colissimo	€13.90	€14.90	€15.90
Germany	Chronopost Classic	€6.90	€7.90	€8.90
Italy	FedEX	€7.90	€8.90	€9.90
Zone 1	FedEX	€9.90	€10.90	€11.90
Zone 2	Chronopost Classic	€9.90	€10.90	€11.90
Zone 3	Chronopost Classic	€15.90	€16.90	€17.90
Zone 4	FedEX	€15.90	€16.90	€17.90
Zone 5	FedEX	€15.90	€16.90	€17.90
Zone 6	FedEX	€24.90	€25.90	€26.90

Zone 1 : Austria, Belgium, Denmark, Spain, Finland, UK, Ireland, Greece, Luxembourg, Netherlands, Portugal, Sweden.

Zone 2 : Bulgaria, Estonia, Hungary, Latvia, Lithuania, Slovakia, Slovenia, Czech Republic.

Zone 3 : Switzerland, Liechtenstein.

Zone 4 : Poland, Roumania.

Zone 5 : USA, Canada.

Zone 6 : Singapore, Japan, Hong Kong, Australia, South Africa, Armenia, Tunisia, India.

If the article is dispatched from Germany:

Country of Delivery	Carrier	Price for 1 article	Price for 2 articles	Price for 3 articles
Germany	DPD	€6.90	€7.90	€8.90
France	UPS Standard	€9.90	€10.90	€11.90
Zone 1	UPS Standard	€9.90	€10.90	€11.90
Zone 2	DPD	€9.90	€10.90	€11.90
Zone 3	UPS Standard	€17.90	€18.90	€19.90
Zone 4	UPS Standard [s5]	€24.90	€25.90	€26.90
Zone 5	UPS Express Saver [s6]	€37.90	€38.90	€39.90
Zone 6	UPS Express Saver	€49.90	€50.90	€51.90

Zone 1 : Poland, Czech Republic.

Zone 2 : Belgium, Luxembourg, Netherlands, Austria.

Zone 3 : Croatia, Slovenia, Italy, UK, Denmark, Finland, Monaco, Sweden, Bulgaria, Estonia, Latvia, Lithuania, Romania, Greece, Ireland, Portugal, Hungary, Spain.

Zone 4 : Andorra, Guernsey, Jersey, Lichtenstein, Norway, San Marino, Switzerland.

Zone 5 : USA, Canada.

Zone 6 : Albania, Armenia, Azerbaijan, Belorussia, Bahamas, Barbados, Bermudas, Dominican Rep, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Mexico, Porto Rico, Saint Barts, China, Hong Kong, India, Japan, Singapore, Taiwan, Thailand, Bosnia Herzegovina, Georgia, Gibraltar, Greenland, Iceland, Kazakhstan, Kosovo, Macedonia, Moldavia, Montenegro, Russia, Serbia, Ukraine, Turkey, Uzbekistan, Australia, Brazil, Indonesia, Malaysia, Mongolia, Philippines, South Korea, Afghanistan, Egypt, Argentina, Bahrain, Belize, Bolivia, Chili, Costa Rica, Equateur, Salvador, Gaza, Guatemala, Honduras, Iraq, Israel, Cape Verde, Qatar, Colombia, Kuwait, Nigeria, Pakistan, Panama, Peru, Paraguay, Saudi Arabia, South Africa, Uruguay, Venezuela, Algeria, Angola, Equatorial Guinea, Ethiopia, Bangladesh, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Guyana, Polynesia, Gabon, Ghana, Guinea, Jordan, Cambodia, Cameroun, Comoros Islands, Laos, Lebanon, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Morocco, Mauritania, Mauritius, Mayotte, Mozambique, Namibia, Nicaragua, Niger, Reunion, Zambia, Senegal, Seychelles, Zimbabwe, Sri Lanka, Surinam, Syria, Tahiti, Tanzania, Togo, Tonga, Chad, Tunisia, Uganda, Vanuatu, Vietnam, Wallis Futuna, Central African Republic.

If the article is dispatched from Italy:

Country of Delivery	Carrier	Price for 1 article	Price for 2 articles	Price for 3 articles
Italy	Nexive	€7.90	€8.90	€9.90
Germany	Bartolini	€6.90	€7.90	€8.90
France	Bartolini	€9.90	€10.90	€11.90
Zone 1	Bartolini	€16.90	€17.90	€18.90
Zone 2	TNT	€16.90	€17.90	€18.90
Zone 3	TNT	€16.90	€17.90	€18.90
ITALY-EU 6	TNT	€16.90	€17.90	€18.90
ITALY-EU 7	TNT	€16.90	€17.90	€18.90
ITALY-EU 8	TNT	€16.90	€17.90	€18.90
ITA-ROW	TNT Eco Express zone 7,8,9,10	€25.78	€26.78	€27.78

Zone 1 : UK, Austria, Belgium, Netherlands, Spain, Poland. Zone 2 : Ireland, Czech Republic, Denmark, Portugal, Sweden, Slovenia, Slovakia, Bulgaria, Finland, Greece, Norway, Hungary, Romania, Malta, Cyprus. ITA_ROW : USA, Canada, China, Malaysia, Kuwait, Philippines, Thailand, Hong Kong, Bahrain, Israel, India, Oman, Saudi Arabia, South Africa, Qatar, Argentina, Brazil, Chili, Mexico, Taiwan, Vietnam, North Korea, South Korea, Japan, Australia, New Zealand, Fiji, Armenia, Bolivia, Iceland, Uruguay, Afghanistan, Angola, Bahamas, Bangladesh, Bermudas, Botswana, Cameroun, Equateur, Dominican Republic, Guinea, Guadeloupe, Martinique, Nicaragua, Venezuela, Yemen, Peru

4.2.4. Purchase Vouchers

The Buyer may pay for part or all of the order using a Purchase Voucher.

Vouchers can be used exclusively on the Site, for any Item(s) on the Site.

The Voucher's recipient will receive a code that should be entered when placing the order.

Vouchers are valid for 6 months as of the date when the recipient received the Voucher. They may be used in a single order.

Should the total amount for the order be lower than the value of the Voucher, the balance will be lost.

Should the total amount for the order be higher than the value of the Voucher, the Buyer may pay the balance with a credit card or his Videdressing Virtual Wallet.

If the order is canceled due to the non-availability of an Item, or if the Item is returned under the Money Back Guarantee, the Voucher's recipient will receive a new code to enter when placing a subsequent order. The Voucher's expiry date will not be postponed.

Vouchers cannot be credited to a bank account or a credit card.

4.2.5 Service Charge

"When Buyers pay for their orders, a Service Charge is added to the order total. This charge is to be paid by the Buyer.

The Service Charge corresponds to 2% of the Item Price set by the Seller and does not include Gift Vouchers, Discount Coupons or any other reductions.

For example, if an Item costs eighty (80) Euros, the Service Charge will be calculated on the basis of this price, i.e. eighty (80) Euros, and will thus be set at one Euro and sixty cents (1.60€).

If an Item costs eighty (80) Euros but the Buyer has a Discount Coupon which entitles them to a reduction of twenty (20) Euros, the Service Charge will be calculated on the basis of the advertised Item Price, i.e. eighty (80) Euros, and not the discounted Price.

If the Item is returned under the terms of the Money Back Guarantee, or if the order is cancelled, Videdressing will refund the Buyer for the Service Charge."

4.3. Item Delivery

When shipping the Item, the Seller undertakes to observe the delivery option chosen by the Buyer and send it suitably packaged. The Seller must retain proof of shipping for the parcel for one month following the shipping date.

The Seller agrees not to include any advertisement, for himself or for anyone else, under any form. The Buyer's contact info may only be used to execute the Order and the legal obligations related to it.

The Buyer must have a standard mailbox compliant with the postal services' recommendations (size of the mailbox, mention of the residents...).

4.3.1. Delivery to the Seller's address

Once the Buyer accepted the Seller's offer, and once the latter confirmed that the Item for which the offer is made is available, and that Videdressing collected the payment for the Transaction Price from the Buyer,

Videdressing will communicate the Buyer's contact information to the Seller so that he may arrange for the delivery of the Item.

The Seller is responsible for the execution of his obligation to deliver the ordered Item. The Seller agrees to package the Item adequately and label it correctly and ship it within 72 hours after receiving the Buyer's address and to enter the Colissimo or Lettre Suivie or DHL tracking number in the relevant field on the Site. Should the Seller not comply with the shipping terms set out herein, Videdressing will look into any problems arising, on a case by case basis, within 15 days. If the order is not sent and Customer Care not notified of the parcel tracking number within nine days following confirmation of availability of the Item, the sale will automatically be cancelled and the Buyer will be refunded the price of the Item.

In order to reduce the risks during delivery and to allow the Purchaser and the Seller to track the dispatch of the Item, dispatch must be made by Colissimo with tracking or by Lettre Suivie for certain categories of items for a sum below or equal to 50 euros, or by DHL in the event of the dispatch by a German Purchaser to a French Seller, or by an equivalent delivery method for dispatch from abroad.

For Colissimo without signature, La Poste shall indemnify loss or damage for a maximum sum of 23 euros per kilogram of gross goods weight that is missing or damaged, except in the event of fault, external cause, or the Seller not respecting La Poste's general terms.

For registered Colissimo, La Poste shall indemnify loss or damage for the maximum fixed sum selected by the Seller when sending the package. Videdressing recommends that Sellers select a sum corresponding to the price of their Item.

Videdressing advises Sellers to send items worth over or equal to 100 euros by signed for Colissimo and/or with insurance.

Videdressing advises Sellers to send items that fall under the Jewelry and Watches category by signed for Colissimo, or by Colissimo with declared value, or by registered Colissimo.

To read more about La Poste's general terms of sale please click on the link below: http://www.laposte.fr/layout/set/popup_footer/content/view/full/1007

In order to limit the risks pertaining to the delivery, and to allow both the Buyer and the Seller to track the Item, the Item must be shipped with a tracked Colissimo, or a tracked Lettre Suivie for certain categories of Items priced under €50, or by DHL in the case of an item is shipped to a German Buyer by a French Seller or any other comparable shipping method for Items shipped from abroad.

The Seller should keep the shipping proofs for at least one month after the Item was shipped. He agrees to enter the relevant tracking number on the sale page on the Site.

4.3.2. Delivery to Videdressing

If a Seller chooses to provide a Buyer with a Certificate of Conformity, the Item(s) must be sent directly to Videdressing. The Seller will receive a pre-paid postage label allowing them to send the Item(s). Sellers shipping Items from any country other than France will be responsible for covering the cost of postage.

4.3.3. Retrieval in person

If the Seller accepts retrievals in person, at the time the Buyer places his order, he may opt for a retrieval in person. The Seller's contact information (telephone and email address) will then be communicated to the Buyer in order for him to be able to contact the Seller and organize the Item delivery.

The Buyer must print out a retrieval slip from the Site and hand it to the Seller at the time the Item is delivered. The Seller must indicate on the Site the number appearing on the retrieval slip to justify the retrieval of the Item. The Seller must keep the slip, which will serve as proof of the delivery of the Item.

The Buyer has one week to retrieve the Item from the Seller. The Buyer has seven days to collect the Item from the Seller. If the Seller has not entered the Delivery Slip number within nine days following confirmation of availability of the Item, the sale will automatically be cancelled and the Buyer will be refunded the price of the Item.

4.4. Receiving the Item

4.4.1. The Buyer is invited to confirm that the Item was indeed received and that he found it satisfactory, within 48 hours after the Item was received (including weekends and public holidays; the day the Item was received is not taken into account). Should the Buyer not expressly notify Videdressing that the Item was not received, the Transaction will be deemed finalized 48 hours after the Item was received, based on the provisions laid out in this Article. After 48 hours after the Item was received, if the Buyer has not contacted Videdressing, the sale will be finalized with a payment made to the Seller's Wallet for the transaction amount. The Buyer and the Seller agree to Videdressing determining the 48-hour based on the information provided by the carrier. Videdressing will not be held liable if the carrier provides erroneous information. Should the carrier's website feature erroneous information, the Buyer should contact La Poste or DHL for compensation.

Should a package be lost by the postal services, a Seller acting on a professional basis undertakes to reimburse the Transaction Price to the Purchaser. It is the responsibility of the Seller to seek redress from their carrier.

In any case, this clause does not apply if the Item is retrieved in person.

4.4.2. If the Buyer is away at the time the Colissimo is delivered, he must retrieve the Items from the post office at the soonest. Should the Item not be retrieved in due time, it will be sent back to the Seller by La Poste, and the Buyer agrees (i) not to be refunded by Videdressing for the shipping fees he paid and for said shipping fees to be paid to the Seller by Videdressing and (ii) to the 10% commission on the transaction be charged by Videdressing. This clause does not apply if the Seller is a Professional.

4.5. Payment of the Seller

4.5.1. The Seller allows Videdressing to receive, in his name and on his behalf, the Transaction Price via the securized electronic payment system on the Site or by any other means set up by Videdressing at a later date.

4.5.2. As consideration for the use of the Site, Site, the Seller allows Videdressing, as a result of the Buyer accepting the Purchase Offer and of the Buyer's payment of the Transaction Price, to take a Commission on the total Transaction Price, based on the stipulations in clause 4.4.3 hereafter. The commission is not owed by the Seller if the Item is returned by the Buyer or if the Seller cancels the Sale Offer.

4.5.3. For each sale Videdressing invoices the seller for Commission in the amount of 10% of the item, including tax, plus 3 euro per item sold.

From 5 July 2016, following notification thereof, the Commission billed to the Seller by Videdressing for each sale shall be equal to 15% of the Price of the Item with a minimum of 3 euros and a maximum of 300 euros per Item sold.

The Commission is applied retroactively to all items sold on the site, irrespective of the date they were listed on the site. Shipping charges are not included when calculating Commission.

For professional sellers, Videdressing shall apply a Commission equal to 12% excluding tax with a minimum of 2.50 euros and a maximum of 250 euros excluding tax.

In the event that the Seller does not accept the pricing changes, Videdressing reserves the right to remove all the Items listed for sale on his or her account.

4.5.4. Videdressing will transfer the Transaction Price, minus the Commission and plus the Shipping Fees paid by the Buyer (hereafter, the Amount paid to the Seller) to the Seller's Online Wallet, provided that the Transaction Price was paid in full by the Buyer and received by Videdressing:

- as soon as the Buyer confirms online that he received the Item, except if the Item is returned by the Buyer in compliance with the conditions and time frames stipulated in Article 7 herein;
- or, should there be no confirmation from the Buyer that he received the Item, 1 week after the Item was received by the Buyer; the applicable time frame is 10 days if the Seller is a Professional.

The Seller must observe the delivery option chosen and paid for by the Buyer. Otherwise, it might not be possible to complete the sale.

In the event of dispute and failing confirmation of delivery by the Buyer, Videdressing reserves the right to cancel the order and refund the Buyer.

If a Seller chooses to provide a Buyer with a Certificate of Conformity, a certification charge of 30 Euros will be deducted from the final sale price paid into the Seller's virtual wallet.

If the Buyer did not pick up the Colissimo, the DHL or the Lettre Suivie by the deadline, and if the Item is returned to the Seller by La Poste or DHL, Videdressing will refund the Seller the Shipping Fees paid by the Buyer. This does not apply if the Seller is a Professional.

The Shipping Fees paid by the Buyer and transferred to the Seller are specified in Article 4 herein. Should the Seller be located outside France, he will be refunded for the amount corresponding to Shipping Fees to France only.

4.5.5. The Seller agrees to receive, in any event, an amount equal to the Amount Paid only, excluding any additional amount or interest. The Seller now waives any claims regarding amounts related to the immobilization of the amounts received by Videdressing in his name and on his behalf on the occasion of a Sale.

4.5.6. The Seller agrees to his payment being delayed in case the Item is returned to Videdressing by the Buyer as per the terms and within the time frames specified in Article 7 herein.

4.5.7. The Item Price, the Shipping Fees, the Commission and the Amount Paid to the Seller are defined taxes included (with the exception of the Commission paid to Videdressing on the sales made by Professionals).

4.5.8. The Seller may request the direct deposit of the amount in his Online Wallet to his bank account provided the following conditions are met:

If the Seller is not a Professional, he may request the direct deposit of the amount on his Wallet to his bank account as soon as the balance in his Wallet is more than 10 euros. The transfer request is made on the Site by going to My Account – Make a transfer. The transfer will be made within 15 days of the request.

If the Wallet balance does not reach 10 euros over 6 consecutive months, the Seller may request the direct deposit of the amount in his Wallet by emailing the following address: serviceclient@Videdressing.com.

The transfer will be made within 30 days of the day the request is received.

If the Seller requests a transfer to a bank account abroad, he agrees to pay the wire fees.

If the Seller is a professional, he may request the direct deposit of the amount in his Online Wallet to his bank account as soon as the balance on his account reaches an 100 euros. The transfer request is made on the Site by going to My Account – Make a transfer. The transfer will be made within 30 days of the request.

If the account balance does not reach 100 euros over 6 consecutive months, the Seller may request the direct deposit of the amount in his Wallet by emailing the following address: serviceclient@Videdressing.com. The transfer will be made within 30 days of the day the request is received.

If the Seller requests a transfer to an account abroad, he agrees to pay the wire fees. In all cases, the Seller accepts that each request to transfer amounts contained in his Wallet to his bank account is subject to a fee of 1 euro.

4.5.9. A Gift Certificate to the amount of 10 euros will be given to each Seller or Buyer whose Wallet reaches a balance of 300 euros. This Gift Certificate is valid for 30 days beginning from when the code is issued and for any order of 300 euros or more. This Gift Certificate cannot be combined with other on-going offers. For a period of 30 days, one single Gift Certificate can be issued, even if the Wallet exceeds a balance of 300 euros again.

4.5.10. Should Videdressing suspect a fraud, Videdressing may request supporting documents from the Buyer with regards to his identity (copy of his ID card, proof of address and/or copy of the credit card). While the reception and the study of these documents is pending, Videdressing may suspend the Order.

4.5.11 The Wallet is not a bank account and should not be used as such. If the Wallet is not used for 6 consecutive months, it will be reset. Once the deadline is reached, the amount in the Wallet will be reset to €0

4.5.12 Should a dispute arise between the Seller and the Buyer, Videdressing may block the relevant Users' Wallets until the dispute is settled.

Article 5. Sale of the Article

Once the Article has been sold, Videdressing will dispatch or deliver it by hand to the Purchaser, together with a Certificate of Conformity if need be.

If the Seller is an individual, Videdressing has implemented a Satisfaction or Money Back guarantee if the Purchaser is not satisfied with the Item ordered.

Items can only be returned under the Money Back Guarantee under the conditions set out hereafter.

This Guarantee does not apply if the Item is delivered in person.

The Money Back Guarantee does not apply to fragrances and beauty products.

The Money Back Guarantee does not apply to underwear, bathing suits, socks and tights.

When a Buyer ordered several Items from a single Seller and uses the Money Back Guarantee for one or more Item(s) in the order, since the Shipping Fees were determined for a grouped shipping, the refunded amount cannot be more than the difference between the Shipping Fees for one Item and the Shipping Fees for the number of Items returned and found non compliant, except in the case where all the Items in the order are returned under the Money Back guarantee and are found non-compliant.

When an Item is returned under the Money Back Guarantee, Videdressing has 30 days to process the claim. During that time frame, the User's or Users' Wallet(s) may be provisionally blocked, and transfers may be suspended.

5.1. Returning the item

The Buyer undertakes to return the Item, carefully packaged, to the Seller via tracked Colissimo, DHL or Tracked Letter, according to the initial shipping option and at his or her own expense. In the event of dispute and failing confirmation of delivery by the Seller, Videdressing reserves the right to complete the sale and pay the Seller. Return of the item is the responsibility of the Buyer

If the Seller is not a professional, the following procedure should be followed for the Buyer to return the ordered Item he did not find satisfactory.

In the 48 hours following receipt of the item (including weekends and bank holidays, but excluding day of delivery), the Purchaser shall confirm its receipt and indicate at their choice, whether or not they are satisfied or dissatisfied with their purchase directly on their Videdressing account.

If the Buyer indicates that he is satisfied with the Item before the 48-hour deadline, he will not be able to use the Money Back Guarantee, regardless of the fact that the deadline has not expired.

If the Buyer communicates his dissatisfaction, the reason(s) of his dissatisfaction should be specified

5.1.1. Returning an Item to Videdressing

The Buyer must return the Item to Videdressing when the selected reason for dissatisfaction is "Doubt about authenticity" or if the Certified Luxury option was selected for the order.

The Buyer has an extra 48 hours (excluding weekends and public holidays) to return the Item to Videdressing and enter the parcel tracking number on the relevant page on the website. This period of two (2) working days begins upon receipt of the e-mail from Customer Care confirming that the return request was made in due time and containing the address of the Videdressing premises.

The Buyer must return the Item, with a tracked Colissimo, via DHL or with a Lettre Suivie based on the original shipping method, at his own expense, to Videdressing (or to the address specified by Videdressing). The Item should be carefully packaged. The Buyer is responsible for the return of the Item

If this procedure is followed, within the specified time frames, the Buyer will be refunded for the Item Price paid. The Shipping Fees remain paid by the Seller when the Item does not match its description, especially with regards to its condition.

The Buyer agrees to receiving a refund amounting only to the Item Price, excluding any other sum or interest. The Buyer waives as of now his right to make any claim regarding sums resulting from the immobilization of the sums paid to Videdressing due to this sale.

The appropriate amount will be refunded to the Buyer's credit or debit card, PayPal account, Videdressing wallet and/or gift card, depending on the original method of payment used.

The Buyer will be refunded within seven days after the Item is received by Videdressing without exceeding 30 days of processing.

If the Buyer does not ship the Item within 48 hours, but does return the Item, he becomes the owner of said Item and agrees to Videdressing not refunding him the Item Price but posting it on his behalf on the page "Back In Stock On Videdressing." The Buyer will receive the Item Price minus Videdressing's Commission once the Item is sold for good and once the new Buyer confirms that he received the Item and found it satisfactory.

After receiving the Item, Videdressing will verify that it matches the description in the Seller's post, on average within 8 days. In any case, this may take longer if the authenticity of the Item needs to be verified.

If the Item meets its online description, Videdressing will refund Seller the Shipping Fees charged to the Buyer when the order was placed. The Seller agrees to not being refunded for the Shipping Fees if the Item does not meet its online description.

If Videdressing deems that the returned Item cannot be sold due to its condition, the Seller will have to retrieve it on the premises of Videdressing or request Videdressing return the Item to him via La Poste. The Seller has to pay for the Shipping Fees pertaining to this return. Should the Item not be retrieved within a year, Videdressing becomes its legal owner and may donate it to charity.

Should the Buyer return the Item directly to Seller, the Shipping Fees will automatically be refunded to the Seller, since Videdressing will then be unable to inspect the returned Item.

If the 48-hour timeframe was complied with and the Buyer was refunded, once the Item is received, Videdressing will post the Item for sale on behalf of the Seller on the page "Back In Stock On Videdressing." The Seller agrees to receive only the Item Price minus Videdressing's Commission once the Item is sold for good and once the new Buyer confirms that he received the Item and found it satisfactory.

Should the Item posted again for sale on the page "Back In Stock On Videdressing" remains unsold after one year, the Seller will have to retrieve it on the premises of Videdressing or request Videdressing return the Item to him via La Poste. The Seller has to pay for the Shipping Fees pertaining to this return. Should the Item not be retrieved within a month, Videdressing becomes its legal owner and may donate it to charity.

If the authenticity of an Item is questionable, Videdressing will submit it to its Department in charge of fighting counterfeiting for inspection. In some cases, the Item will be handed over to representatives of the counterfeited brand to be inspected and, if applicable, destroyed. Otherwise, the Seller will have to retrieve the Item at the offices of Videdressing or ask Videdressing to return it to him via La Poste. The Seller will then have to pay for the Shipping Fees for this return. Should the Item not be retrieved within six months, Videdressing will become its owner and may destroy it. In all these cases, the Seller agrees not to receive consideration for the Item. He will not be refunded for the Shipping Fees.

5.1.2 Returning an Item to the Seller

The Buyer must return the Item directly to the Seller unless the selected reason for dissatisfaction is "Doubt about authenticity" or the Certified Luxury option was selected for the order.

The Buyer has an additional 48 hours to return the Item to the Seller and enter the package tracking number on the relevant Site page. The 48 hours start at the time when the Buyer receives the email from our Customer Servicea confirming that we were notified of the Buyer's dissatisfaction within the relevant timeframe, and specifying the Seller's mailing address.

The Buyer undertakes to return the Item, carefully packaged, to the Seller via tracked Colissimo, DHL or Tracked Letter, according to the initial shipping option and at his or her own expense. In the event of dispute and failing confirmation of delivery by the Seller, Videdressing reserves the right to complete the sale and pay the Seller. Return of the item is the responsibility of the Buyer.

The Seller has 48 hours, starting at the time the item was actually delivered by the carrier, to notify Videdressing that he received the package, thanks to the relevant page on the Site.

If the reason for dissatisfaction indicated by the Buyer is "Wrong size" or "Don't like the style", the Price of the Item will be reimbursed to the Buyer and the delivery costs will be reimbursed to the Seller when the Seller declares receipt of the Item.

If the reason for dissatisfaction indicated by the Buyer is "Incorrect information in product description", "Wrong item received", "Dirty, smelly", "Unstitched, torn", "Doubt regarding authenticity" and the Item is not a luxury brand, the Price of the Transaction will be reimbursed to the Buyer, i.e. the Price of the Item plus delivery costs, when the Seller declares receipt of the Item.

The delivery costs associated with returning the Item shall remain exclusively at the cost of the Buyer.

If, 7 days after receipt of the Item, the Seller has not made any communication, Videdressing will confirm receipt of the Item and will reimburse the Price of the Item or the Price of the Transaction (depending on the reason for dissatisfaction indicated) to the Buyer.

This validation will take place after the tracking number is used to check that the package with the Item was sent via a tracked Colissimo, DHL or Lettre Suivie.

If this procedure is followed, within the specified time frames, the Buyer will be refunded for the Item Price paid. The Shipping Fees remain paid by the Buyer.

In any case, the Buyer will be refunded within seven days after the Item is received by Videdressing.

The Buyer agrees to receive a refund amounting only to the Item Price, excluding any other sum or interest. The Buyer waives as of now his right to make any claim regarding sums resulting from the immobilization of the sums paid to Videdressing due to this sale.

The appropriate amount will be refunded to the Buyer's credit or debit card, PayPal account, Videdressing wallet and/or gift card, depending on the original method of payment used.

5.2 Reposting an Item for sale

Within 48 hours after the Item is received (including weekends and public holidays; the delivery day is not taken into account), the Buyer should notify Videdressing, via the Site, that he is not satisfied with the Item; the reasons of his dissatisfaction must be specified.

As soon as Videdressing confirms that the Buyer's dissatisfaction notification was made within 48 hours as required, the Buyer will receive an email offering him to repost the Item for sale on the Site, free of charge and with no commission.

If the Buyer chooses to repost the Item for sale, Videdressing will create a Boutique on his behalf if he doesn't have one yet, and will post the Item for sale on that new Boutique or on his preexisting Boutique.

If the Item is sold, Videdressing will take no Commission.

Article 6: Specific provisions applicable to professional sellers

6.1 Professional sellers' general obligations

6.1.1 A User wishing to exercise a commercial activity through the Website must identify themselves to Videdressing in this capacity. The User concerned must justify their capacity of retailer to Videdressing by sending it a K-bis [French official document confirming the legal existence of a commercial entity] extract, by email to info@videdressing.com, or by letter to the following address: Videdressing, 11 avenue Parmentier, 75011 Paris. Videdressing reserves the right not to conclude a contract with a professional Seller.

6.1.2 If it appears that a Seller, registered as an individual on the Website, seems to be exercising a commercial activity, Videdressing may request that they identify themselves as a professional on the Website and provide it with justification of their professional capacity. In the event of a refusal or silence, Videdressing may close the Seller's account. Whilst awaiting justification from this Seller, the latter accepts that Videdressing may temporarily suspend, and as a safeguard measure, their Seller account, and/or remove their Advertisements, and/or block their proceeds in their Purse.

6.1.3 Outside of sale periods a professional Seller may also not sell their Items at a loss.

6.2 Obligation of information

6.2.1 Videdressing reminds the Seller acting in a professional capacity of their obligation to respect the laws and regulations relating to the exercise of a commercial distance sales activity. Their purchase offer must, mandatorily, contain the following information:

- Their identity or contact details, as required by Article R123-237 of the Commerce Code (SIREN [French business identification number] or RCS [Trades and Companies Register] number, and the city of its registered office).
- The fundamental characteristics of the Item offered for sale, the total Price of the Item.
- The different delivery Methods and the delivery charges.
- The ways to exercise the right of withdrawal

A professional seller also must ensure that:

- The composition of its textile, leather, leather goods and footwear items offered for sale is indicated in the description of its advertisements.

As regards leather items and similar goods, a professional seller undertakes to indicate the primary material of the item, whether this material is grained, and the animal species for leather.

As regards new footwear items, it undertakes to indicate the main material (or materials if no material comprises over 80% of the item) of the upper, lining and outside of the item.

6.2.2 A professional Seller undertakes to send the Purchaser an invoice complying with the legal requirements, describing the Item sold and the Transaction Price. This invoice must, in particular, mention the existence of and the methods for exercising the right of withdrawal for the Purchaser.

6.3 Right of withdrawal

6.3.1 The right of withdrawal does not apply to Perfumes and beauty items, or to lingerie items, swimsuits, socks, and pantyhose.

6.3.2 The Purchaser has a period of 14 clear days from the effective delivery of the Item to withdraw, and an additional period of 14 days to return the Item to a professional Seller.

6.3.3 In order to validly exercise his right of withdrawal, the Buyer must inform Videdressing of this within 14 days by declaring his dissatisfaction on the Site via his space My account > My purchases > My current orders > Return the item. The Buyer can, in addition, choose to fill out and send on-line the withdrawal form provided by the Site. The form can also be enclosed in the Item's return package.

6.3.4 The costs incurred in returning the Item are at the sole cost of the Purchaser.

6.3.5 From receipt of the dissatisfaction notification by the Seller, the Website shall proceed to reimburse the Transaction Price within a period of 14 days. The reimbursement may be postponed until the Seller has given notification of receipt of the Item or until the Buyer has provided proof that the Item has been dispatched. The date when either of these events occurs first shall be the date used.

6.3.6 The reimbursement shall be effected by re-credit to the Purchaser's bank card, to their PayPal account, to their Videdressing Purse, and/or to their gift card, depending on the payment method initially used, without the Purchaser's consent.

6.4. The Professional Seller agrees to send the Buyer an invoice complying with legal requirements, with mention of the Item sold and the Transaction Price. This invoice must also mention the existence and the terms of the Buyer's revocation right.

6.5. Except during the Sales periods, Professional Sellers may not sell Items at a loss.

Article 7. Liabilities

7.1. Videdressing will not be held liable for the contents, the actions (or lack thereof) of its Users, nor can it be held liable for the Items posted for sale.

Videdressing ne peut être tenue responsable du caractère diffamatoire, injurieux ou contraire aux bonnes mœurs des commentaires mis en ligne par un Utilisateur.

Videdressing does not intervene in the transactions between Buyers and Sellers. As a result, Videdressing disclaims and excludes all warranties, the safety or the legality of the Items posted, the accuracy or the truthfulness of the Users or Posts.

Videdressing cannot ensure that the Seller or the Buyer will conclude the transaction.

In the case of a dispute, Videdressing reserves the right to communicate their respective email addresses to the Buyer and the Seller.

Videdressing does not transfer the legal ownership of the Seller's Items to the Buyer. The sale/purchase agreements are concluded directly between the Buyer and the Seller.

7.2. Videdressing reserves the right to suspend access to the Site, temporarily or permanently, without notice and without compensation, and without being liable. It does not guarantee an uninterrupted access to the Site. It may disrupt access to the Site for reasons such as technical maintenance and emergencies. It merely has an obligation of diligence with regards to the continuity of access to the Site. As a result, Videdressing excludes any guarantee, condition or other stipulation, and cannot be held liable in cases including but not limited to loss of revenue, loss of reputation, or consequential or induced damages resulting from or related to the use of the Site.

7.3. Without restricting the dispositions laid out in the above paragraph, if Videdressing is found liable before you or a third party by the court of competent jurisdiction, its liability cannot exceed the highest of the following amounts: (a) the total amount of the Commissions you paid to Videdressing over the 12 months before said case; or (b) 200 euros

7.4. Videdressing will not be liable for the consequences of the fraudulent use by a third party of a User's ID and/or password.

7.5. In case of force majeure, strike, technical failure, blocking or issues related to Videdressing's computer equipment, the software used by Videdressing or the Internet network, and in case the Site is disrupted, the parties' obligations are suspended.

7.6. Hypertext links on the Site may take the Users to other Sites. Videdressing is not liable for the contents or the actions of those Sites.

7.7. The contract arising from the acceptance of the Buyer's Purchase Offer by the Seller binds only the Seller and the Buyer. Videdressing is a mere intermediary and cannot be held liable for disputes occurring after 48 hours after the Buyer received the Item.

7.8. In the case of a hidden defect, matching the definition given in Article 1641 of the French “Code Civil,” and discovered more than 48 hours after the Item was received, any dispute arising from said discovery will bind only the Buyer and the Seller; Videdressing will not be held liable.

7.9. Any dispute arising from said discovery will bind only the Buyer and the Seller; Videdressing will not be held liable. During that time frame, the User's or Users' Wallet(s) may be provisionally blocked, and transfers may be suspended.

Article 8. Miscellaneous

8.1. The fact that Videdressing tolerates possible actions that are contrary to the Terms & Conditions herein does not amount to its waiving these Terms & Conditions.

8.2. If one or more stipulations in the Terms & Conditions herein were to be struck down by a law or regulation or by a legal ruling, all the other stipulations nonetheless remain applicable.

8.3. If a Buyer who is located outside the European Union orders an Item from a Seller located inside the European Union, customs duties may also apply. Customs duties are at the Buyer's expense.

8.4. When he registers on the Site, the User acknowledges that he has read, understood and agreed to the Terms & Conditions herein, in full and unreservedly, and that these Terms & Conditions are binding with regards to the relationship between Videdressing, the Sellers and the Buyers.

This acceptance is effective as of the User's registration date and is valid for every operation, Post, Purchase Offer and Sale. The Terms & Conditions herein override any other binding or non-binding document specific to the Seller or the Buyer.

8.5. The contract herein binds Videdressing and the User for an undetermined period of time. It may be terminated with a simple notification, at any time and without any particular reason, by either party. The User agrees to read regularly the Site's Terms & Conditions to become aware of the changes made to them, if any.

The changes are effective immediately for the online offers, as soon as the Users are notified thanks to the method chosen by Videdressing.

In the event that the User does not accept these, he or she may delete his or her account.

8.6. The contract herein binds Videdressing and the User for an undetermined duration. Either party may terminate it, at any time and without having to provide a reason, with a simple notification.

8.7. The Terms & Conditions herein create no monetary, sub-contracting, joint-venture or employer/employee relation between Videdressing and the User.

8.8. The Site, its contents, its inventory, its copy, its illustrations, its photographs and images are the property of Videdressing and/or of third parties contractually bound to Videdressing, owners of the Site's intellectual property rights. Reproducing, representing and/or exploiting the Site, in full or in part, its contents, its inventory, its copy, its illustrations, its photographs, without prior authorization from Videdressing, is strictly prohibited, except in the limited cases listed in Article L122-5 of the "Code de la propriété intellectuelle".

8.9. For any other information or question, please contact Videdressing's Customer Service at: serviceclient@Videdressing.com

8.10. This contract is subject to French law. Any dispute with a Member acting as a professional and related to his construction and/or his performance is within the jurisdiction of the Paris "Tribunal de commerce".

8.11. Any unpaid amount owed to Videdressing may be charged to the relevant User's Virtual Wallet.

8.12. The Website adheres to the FEVAD [French E-commerce and Distance Sales Federation] ethical code, and the mediation system.

Videdressing Referral Program Rules

Object of the Referral Program

The company VIDEDRESSING SAS, hereinafter Videdressing, with share capital of 191.839, registered on the Paris Register of Commerce and Companies under number 511 958 886, intra-community VAT identification number FR10511958886, with headquarters in Paris (75011), 11 avenue Parmentier, which manages the website videdressing.com that can be access at <http://www.videdressing.com> (the Website), runs a referral program (Referral Program), exclusively on the internet.

The Referral Program can be accessed on the Website and is open to all registered Users who have previously accepted the Website General Terms of Use.

The purpose of the Referral Program is to promote the Website to non-registered internet users. Videdressing Users can refer internet users to become Users of the Website. Referred Users can, in turn, refer new users. It is specified that a Referee can only be linked to one Referrer.

By participating in the Referral Program, users unreservedly accept these rules in their entirety (the Rules), the ethical rules in use on the internet and all the laws and regulations in effect in France, in particular Law No. 78-14 of January 6 1978 on IT, files and civil liberties.

For the purposes of these Rules, the following terms with an upper case first letter shall have the meaning set out here, words in the singular include the plural meaning and words in the plural include the singular meaning.

- Referee signifies an internet user not registered on the Website who is contacted by a Referrer in the context of a close personal relationship, the email address used in the context of the Referral Program is accessed by the Referrer honestly and in full compliance with the measures of Law No. 78-17 of January 6 1978 on IT, files and civil liberties.
- Referee signifies any User who participates in the Referral Program.
- User signifies any person registered on the Website in order to buy/sell one or more items on the site who has accepted the General Terms and Conditions (<http://www.videdressing.com/conditions-generales/st-terms.html>).
- Participants signifies all persons participating in the Referral Program, Referee and Referrer who have accepted these Rules.

- Website signifies the website managed by the company Videdressing which can be accessed at <http://www.videdressing.com>

Rules and modifications

The full Rules can be viewed on the Website.

The Rules apply immediately to all Participants. Videdressing reserves the right to modify these Rules at any time, without giving notice or reasons and without incurring any liability as a result.

Any modifications to these Rules will be put online on the Website and will enter into force from the moment they are put online. Participants are deemed to have accepted them by participating in the Referral Program. Participants commit to regularly consulting the Rules to view any modification(s) made. Participants must inform Videdressing if they do not accept the modification(s) made to the Rules. It is understood that refusal to accept the modification(s) will preclude the Participant from benefiting from the advantages of the Referral Program.

Videdressing reserves the right to interrupt the Referral Program at any time, without giving notice or reasons and without incurring any liability as a result. The Participant cannot make a claim for indemnification against Videdressing.

Methods of participation and benefits

Any private person of legal age can participate in the Referral Program.

To participate, Users must go to the Website and fill in the form located in My Account > My Referrals.

The User can refer a maximum of 10 different internet users by adding their email addresses.

To participate, internet users must go to the Website, create an account using their email address and provide the mandatory information (name, surname, country, user name, email address and password).

Once registered, the new User will be deemed a Referee and will receive an email with a unique code giving them free shipping for one item on their first order of €100 or more.

When the Referee carries out their first sale or purchase transaction on the Website, the Referrer will receive a voucher of a value of €10 valid for all orders of €100 or more. The Referrer may receive up to 50 vouchers for having referred fifty different internet users. The vouchers are not cumulative.

It is understood that the Referral Program does not apply to professional sellers.

Referrers cannot refer themselves, refer the same person more than once or refer an internet user who is already registered on the Website or who is a member of their household.

Videdressing reserves the right to carry out checks, particularly into the identity of the Participants and to exclude from the Referral Program any internet users whose behavior it deems does not meet the conditions of these Rules.