

General terms and conditions of sale and use of the services provided by Clear Fashion

Last modification : 10/28/2020

Entry into effect on 01/28/2021

1. Subject

The company Clothparmacy, simplified joint-stock company, with a corporate capital of 1219,35 euros, registered in the Trade and companies register of Reims (RCS de Reims) under the 840 08 178 number, which headquarters are situated in the 15 Louvois street - 51100 Reims (hereafter referred to as "**CLEAR FASHION**"), has developed a website and a mobile application (hereafter referred to as the "**Platform**"), allowing to obtain information about the composition and the production methods of fashion goods (hereinafter referred to as the "**Products**"), listed on the Platform.

The creators, producers and retailers of fashion goods referenced on the Platform (hereafter referred to as the "**Brands**") have the opportunity to contribute to the exhaustivity and to the precision of the data provided on the Platform.

These General terms and conditions are aimed at defining the modalities and using conditions of the services provided by CLEAR FASHION to the Brands (hereafter referred to as the "**Services**"), as well as defining the rights and obligations of the parties in doing so.

The Services offered by CLEAR FASHION are of two different types :

- the Brands and Products referencing, free of charge and open-ended
- the sale to the Brands of a subscription, with a fixed term, allowing them to use on the platforms identified herein of the evaluation and notation provided by CLEAR FASHION.

They may be, if appropriate, completed for certain services by specific conditions of use, which in case of contradiction with the General terms and conditions, prevail over the latter.

2. Operator of the Platform and Services (contact)

CLEAR FASHION can be contacted at the following details :

- Postal address : 15 Louvois Street, 51100 Reims
- Phone number : +33 (0)6 44 96 64 92
- Email address : brands@clear-fashion.com

The Brand can be contacted at the following details :

- Postal address :
- Phone number :
- Email address :

The Brand commits to give notice to CLEAR FASHION as soon as possible if this information changes.

3. Access to the Platform and Services

3.1 Legal capacity

The Platform and Services are accessible to :

- Any private individual legally authorized to commit under the present General terms and conditions. The private individual who does not have full legal capacity can only have access to the Platform and to the Services with the consent of their legal representative.
- Any legal entity, through a private individual legally authorized to contract in the name and on behalf of the legal entity.

3.2 A Platform and Services aimed at professional use only

The Platform and the Services are only aimed at professionals, referred to as any physical person or legal entity gainfully employed in a non-occasional way, in any industrial or commercial business sector, among which the sectors of creation, production and/or retailing of fashion goods.

4. Duration

The referencing services as defined hereinafter are accessible to the Brands for an indefinite period of time.

The information using Services as defined hereinafter are accessible by subscription for a duration of a year starting from the subscription by the Brands. The subscription tacitly renews itself at its expiration date, unless otherwise stated and notified by the Brand to CLEAR FASHION, at least 1 (one) month before the expiration date of the subscription, by any written notice.

5. Services description

The Services provided by CLEAR FASHION on the Platform are the following :

5.1 Brands and products referencing

CLEAR FASHION collects raw publicly available data or information released by the Brands directly to CLEAR FASHION, analyzes them and transforms them to produce an evaluation and a notation, according to the notation system described in Annex 1. Those evaluation and notation may concern the Brand for all its activities, as well as its Products. The evaluation and notation cover particular aspects of the production process and of the Products composition, such as the working conditions applicable to the labour force involved in the

creation and production of the Products, the environmental impact, the health threats, the risks of animal abuse and the environmental risks linked to the production and retailing of the Products.

Clear Fashion also reserves the right to indicate, for the sole purpose of informing the User, by means of an alert on the page of a Brand, that this Brand is concerned by a controversy that could cause serious harm to the environment, to the life and living conditions of animals, to human rights respect or to the health of workers and consumers. These alerts are set up on the basis of research by third parties, such as recognized NGOs, trade unions and consumer groups, which carry out the investigative work.

Clear Fashion can also contact Brands to question them about their involvement in a controversy. The Brand's response to this request is also indicated in the event that the Brand has acted upon it.

This alert will remain present on the page corresponding to the Brand on the Application as long as there is a risk that the Brand is involved in the controversy in question.

In order to provide its evaluation, Clear Fashion certifies that it produces an objective analysis of the data at its disposal. It declares that it makes no difference in its rating between the Brands that have subscribed to the paid subscription and those that are only referenced under article 5.1 hereof.

Before any content publishing concerning the evaluation and notation of the Brands and Products on its Platform, CLEAR FASHION informs the Brands of it. Starting from this notification, the Brands have a time limit of 30 (thirty) days to communicate to CLEAR FASHION any raw data they have in order to augment the raw data CLEAR FASHION uses for purposes of notation and evaluation.

The referencing, evaluation and notation of the Brands and the Products are accessible freely and without charge to the Brands and individuals using the Platform.

The referencing, evaluation and notation of the Brands and the Products are accessible to the consumers using the Platform through keyword search or through barcode scanning of the Products when these are referenced on the Platform.

CLEAR FASHION reserves its right to bring forward the Brands and/or Products as "Top Brands" (in French : Top Marques) and/or "Top Products" (in French : Top Produits), when the global notation of the Brand or of the Products is above 60/100.

In the "Top Brands" section present on the Application, Clear Fashion indicates an estimate of the price range corresponding to the Brand according to the following grid :

Estimation of price ranges by item type in Euros				
	€	€€	€€€	€€€€
Jeans	10 - 40	40 - 120	120 - 250	+ 250
T-shirt	3 - 25	25 - 60	60 - 150	+ 150
Shirt	5 - 40	40 - 100	100 - 250	+ 250
Shoes	10 - 60	60 - 150	150 - 400	+ 400
Dress	10 - 50	50 - 130	130 - 350	+ 350
Bag	10 - 60	60 - 200	200 - 500	+ 500

The Brands have the faculty to ask CLEAR FASHION to add, modify or update the raw data used by CLEAR FASHION in the implementation of its evaluation and notation system. The Brands may also ask Clear Fashion to remove from its Brand evaluation process any document or data that they would have voluntarily provided to Clear Fashion.

The transmission of the raw data of the Brand to CLEAR FASHION is done through an Excel file, or, if the Brand asks for it, and conditionally to the validation of an additional quotation, through an API flow specifically implemented for the Brand. Any raw data transmission from the Brand to CLEAR FASHION must be accompanied by supporting documentation allowing to verify the exactitude and relevance of the raw data.

These Services are designated together as : **“The referencing Services”**.

In order for these Services to be the most adapted to the needs of consumers and to allow ever more transparency in the textile sector, it is possible that these Services may evolve. The new functionalities will then be presented on Clear Fashion’s website. Clear Fashion encourages the Brands to consult it regularly to be aware of the new functionalities offered.

5.2 Information referenced on the Platform using

The Brands have the possibility to use the information referenced on the Platform, and in particular the evaluation and notation provided to the Brand and its Products by CLEAR FASHION, on any type of media, both physical and electronic (hereafter referred to as the “Information using Services”).

Access to the Information using Services requires for the Brands a subscription, of a duration of time of a year, tacitly renewable, according to the terms of payment defined hereinafter.

As specified in the herein 5.1, CLEAR FASHION undertakes not to make any difference in its rating process between the referenced Brands that have taken out a Subscription, and the Brands that are only referenced on the Platform.

Once the Brand has submitted to the Information using Services, the Brand commits to the respect of the Charter for the use of the logo and information provided by CLEAR FASHION, available on Annex 2.

As specified in the Article 5.1 of these General terms and conditions, CLEAR FASHION commits to make no difference in its rating process between the referenced Brands that have taken out a Subscription and Brands that are only referenced on the Platform.

5.3 Other services

CLEAR FASHION reserves its right to offer any other Service that it would consider useful, in a form and according to the functionalities and technical means it deems most appropriate to provide the said Service.

6. Licence granted to the Brand for Information Using Services

6.1 Purpose of the licence

CLEAR FASHION grants to the Brand a non-exclusive, personal, non-transmissible and non-sublicensable business licence of its brand, the referencing, the evaluation and notation of the Brand and of its Products implemented by CLEAR FASHION (hereafter referred to as : the "**Licence**").

The Brand commits to exploit the elements included in the Licence as only part of its Information using Services utilisation, exclusive of any other use.

The Brand commits to use only the elements concerning it that are present on the Platform.

6.2 Duration and geographical area

The business licence is granted on French territory and for the duration of this agreement, as intended in Article 4. It comes into effect from the date of signature of this agreement.

6.3 Non-exclusive licence

It is expressly agreed by the parties that the elements covered by the Licence are granted to the Brand on a non-exclusive basis.

As a consequence, CLEAR FASHION reserves its right to exploit the elements covered by the Licence, either directly or through the concession of business licences of the elements covered by the Licence to other Brands.

6.4 Defense and maintenance in effect of the elements included in the Licence

For the whole duration of the business licence of the brand and the elements covered by the Licence, CLEAR FASHION commits to maintain those in effect, to accomplish towards INPI or EUIPO any necessary formality and to bear all the costs, taxes and professional fees linked to that maintenance or, if need be, to the renewal of the brand and logo included in the Licence.

The Brand commits to inform forthwith CLEAR FASHION, by any useful written mean, including by email, of any infringement that it might be aware of, including of the existence of any brand or designation, exploited on the aforementioned territory, identical or similar to the brand or logo included in the Licence.

The Brand reserves its right, at its sole discretion and if it considers it appropriate, to initiate actions or proceedings for this purpose, at its own expense.

6.5 Guarantee

CLEAR FASHION guarantees to the Brand a quiet and peaceful use of the elements included in the Licence, thus granted, against any trouble, action, claim or eviction of any type.

CLEAR FASHION declares to the Brand that it is the owner of the brand and of the logo included in the Licence and of all the other elements likely to be protected by intellectual property rights that compose the Licence and that they do not contain anything that may be affected by laws and regulations related in particular with counterfeiting, unfair competition, personality rights and more generally infringe the rights of third parties.

CLEAR FASHION guarantees the Brand against any claim, reclamation and/or revendication from a third party that the Brand could undergo as a result of the violation by CLEAR FASHION, of the guarantees mentioned above.

7. Financial conditions

7.1 Prices of the referencing Services

The Services described on the herein article 5.1 is provided by CLEAR FASHION free of charges.

7.2 Prices of the Information utilisation Services

Before subscribing, the Brand must provide to CLEAR FASHION the documents and information necessary to allow it to identify further the Brand. CLEAR FASHION will establish on that basis one or several quotations (hereafter referred to as the "**Quotation**"), indicating the price of the Services proposed to the Brand and the related payment modalities.

Unless otherwise specified, the Quotations provided by CLEAR FASHION are valid for 1 (one) month from the date of its issue. If the Quotation is not validated by the Brand on time, it will automatically lapse. The Brand which wants to subscribe to the Services must validate the corresponding Quotation in the period of time indicated above, by any written mean, including by email.

Any Quotation validation, express or implied, outright full and complete acceptance of these General terms and conditions, in their version in force and effect at the date of the concerned Quotation.

The prices of the Services are indicated in the Services presentation and tariff offers, available on Annex 3.

Unless otherwise specified, the prices are expressed in Euros and are all French taxes included.

7.2 Prices adjustment

The prices quoted in Article 7.1 may be adjusted by CLEAR FASHION at any moment, at its sole discretion.

The Brand will be informed of these adjustments by any written mean, including by email, at least 3 (three) months prior to the entry into effect of the new prices.

Once in effect, the new prices will apply from the renewal of the Subscription.

7.3 Invoicing

The Services are invoiced on a monthly basis, and the invoices are communicated to the Brand by any appropriate mean.

7.4 Payment conditions

The Subscription payment can be done by any effective mean. CLEAR FASHION reserves its right to involve a service provider to facilitate payment, by whatever means it deems appropriate. The Subscription fee is due and the price must be paid on the day of the Subscription, and then on its anniversary date at every renewal.

The Brand guarantees to CLEAR FASHION that it disposes of the necessary authorizations to use the chosen form of payment. It commits to take any necessary action to guarantee that the direct debit of the Subscription price can be made within the time limits set forth herein.

7.5 Payment delays and incidents

The Brand is informed and expressly agrees that any payment delay of a part or whole of the amount owed on its due date automatically leads to, without prejudice of the dispositions of Article 13 and 19, and from the day following the payment day specified on the invoice :

- The forfeiture of the term of all amounts owed by the Brand and their immediate payability
- The immediate suspension of the ongoing Services until the payment completion of all amounts due by the Brand
- The invoicing, to the benefit of CLEAR FASHION, of an interest for late payment at the rate of 3 (three) times the legal interest rate, based on the full amount of the sums owed by the Brand, and a fixed allowance of 40 (forty) euros for recovery costs, without prejudice to additional compensation if the recovery costs actually incurred are higher than this amount.
- the obligation, for the Brand, to remove all of the elements included in the License from all of its media, under a daily penalty of an amount equal to two (2) times the daily amount due by the Brand hereunder.

8. Evidence convention

The Brand acknowledges and agrees expressly that :

- (i) The data collected on the Platform and the computer hardware of CLEAR FASHION are proof of the reality of the operations carried out within the framework of these General terms and conditions,
- (ii) That these data are the primary evidence method mutually agreed between the parties, including for the purpose of calculating the due amount to CLEAR FASHION.

9. Obligations of the Brand

Without prejudice of the other obligations provided herein, the Brand commits to respect the following obligations.

9.1 The Brand commits, in its use of the Services, to respect all laws and regulations in effect and not infringe any third party's rights or public order.

9.2 The Brand acknowledges the Platform, the characteristics and restrictions, including technical ones, of the Services as a whole. The Brand is the only responsible for its Services use.

9.3 The Brand commits, in its Services use and in particular of the Information using Services, to respect the content of the Charter for the use of the logo and the provided information by CLEAR FASHION.

9.4 The Brand commits, in its Services use and in particular of the Information using Services, to only communicate loyal and up-to-date data, evaluation and notation, as provided by CLEAR FASHION.

9.5 The Brand commits to only communicate to CLEAR FASHION loyal, faithful, up-to-date, non-confidential or sensitive information and raw data, or considered as so by the Brand. CLEAR FASHION can not be held responsible if any data or information, subject to a confidentiality obligation or to a non-disclosure agreement to third parties, would be given to CLEAR FASHION.

9.6 The Brand commits to have a strictly personal use of the Services. As a consequence, it renounces to cede, assign or transfer all or part of its rights or obligations herein to a third party in any manner whatsoever. The Brand particularly renounces to cede, assign or transfer its rights herein to any third party intervening in the creation, production or retailing process of its Products.

9.7 The Brand commits to provide to CLEAR FASHION any information necessary to the proper execution of the Services. On a larger scale, the Brand commits to actively cooperate with CLEAR FASHION for the purposes of the proper execution of this agreement.

9.8 The Brand commits to honor its obligation of payment of the due amount, referred to in Article 8.1 of this agreement, if it wishes to benefit from the Information using Services. CLEAR FASHION reserves its right to claim for payment of the due amount to a Brand in return for the use of the Services of Information using in case of use of them by a Brand, exclusively of Subscription or successively to a defaulted payment due for use of the Services when the latter would not have taken out a Subscription, described in the herein article 5.2. CLEAR FASHION also reserves its right to ask the Brand that has not taken out a Subscription to remove the elements included on the License from all of its media under daily penalty of an amount corresponding to two (2) times the daily amount due by the Brand under the present terms, without prejudice to any damages that may be claimed from the Brand.

10. Guarantee of the Brand

The Brand guarantees to CLEAR FASHION against any complaint, claim, action and/or demand whatsoever that CLEAR FASHION could undergo as a result of a violation by the Brand of any of its obligations or guarantees as defined in these General terms and conditions.

The Brand commits to indemnify CLEAR FASHION of any harm it could undergo and to compensate any fee, charge and/or sentence it could have to bear in this regard.

11. Prohibited behaviors

11.1 It is strictly prohibited for the Brands to copy and/or misuse, at the Brand's or at any third party's profit, the concept, technologies, part or whole of the data or any other element of CLEAR FASHION Platform.

11.2 Are also strictly prohibited :

- (i) Any behavior able to interrupt, suspend, delay or prevent Services continuity,
- (ii) Any intrusion or attempted intrusion in the CLEAR FASHION systems,
- (iii) Any misuse of the system resources of the Platform,
- (iv) Any action that could impose a disproportionate burden on the infrastructures of the latter,
- (v) Any infringement of the security and authentication precautions,
- (vi) Any act able to infringe the rights or financial, business or moral interests of CLEAR FASHION or of its Platform users,
- (vii) More broadly, any default in the respect of these General terms and conditions.

11.3 It is strictly prohibited to sell, monetize or grant all or part of the Services or the Platform access, and access to the information that is shared and/or hosted on it.

12. Penalties for non-compliance

In case of default of the Brand to an essential obligation of these General terms and conditions, CLEAR FASHION reserves its right to suspend or terminate the access of the Brand to whole or part of the Services, 15 (fifteen) days after reception, by the Brand, of a formal notice, sent by registered letter with acknowledgement of receipt, stating the intention to apply this clause, remained without effect, without prejudice to any claim for damage that could be asked to the Brand by CLEAR FASHION.

13. Responsibility and guarantee of CLEAR FASHION

13.1 CLEAR FASHION commits to provide the Services diligently and according to the rules of art, it being specified that it is subjected to an obligation of means, excluding any result obligation, what the Brands acknowledge and agree with expressly.

13.2 CLEAR FASHION is not systematically aware of the content put online by the Brands, within the framework of the Services for the Information using, on which it does not perform any automatic moderation, selection, verification or control. CLEAR FASHION only performs a control of the coherence of the information and data provided by the Brand.

As a consequence, CLEAR FASHION can not be held responsible for the content and information, of which the authors are third parties, any possible claim to be in the first place directed to the author of the concerned content or information.

13.3 CLEAR FASHION declines any responsibility in case of any possible loss of the Information accessible on the Brand's account, the latter having to save a copy of it and not being able to claim any compensation on this ground.

13.4 CLEAR FASHION commits to process regularly to controls in order to verify the proper functioning and accessibility of the Platform. On this ground, CLEAR FASHION reserves its faculty to interrupt momentarily the access to the Platform for maintenance purposes. CLEAR FASHION could not be held responsible for difficulties or momentary impossibilities to access the Platform that would be rooted in exterior circumstances, events of *force majeure*, or due to communication networks perturbations.

13.5 CLEAR FASHION does not guarantee to the Brands that :

(i) The Services, subject to a constant search for performance improvement and progress, will be completely error-free, and will not contain any vice, default or flaw,

(ii) The Services, being standard and in no case proposed for the sole purpose of a given Brand accordingly to the latter's own personal constraints, will specifically meet its needs and expectations.

13.6 Either way, excluding the personal injuries or death and in case of gross negligence or breach of an essential duty of the herein General terms and conditions, rendering it meaningless, CLEAR FASHION can not be held liable to the Brands for the payment of any damage whatsoever, directly or indirectly, material, commercial, financial or moral due to the use by the Brands of the Services, for an amount exceeding to the one invoiced by CLEAR FASHION in return for the Services provided, which gave rise to its liability, at the time of the alleged damage. CLEAR FASHION's responsibility will incidentally only be able to be held if the Brands have made a claim, by registered letter with acknowledgment of receipt, within 1 (one) month from the occurrence of the alleged damage.

14. Intellectual Property

14.1 CLEAR FASHION intellectual property rights

The systems, softwares, algorithms, structures, infrastructures, databases and contents of any nature (texts, images, visuals, trademarks, ...) exploited by CLEAR FASHION within the Platform and as required by the Services, are protected by any intellectual property rights or databases producers rights in effect. All disassembly, decompilation, decryption, extraction, reuse, copy and more generally all acts of reproduction, representation, distribution and use of any of those elements, in whole or in part, without the consent of CLEAR FASHION are strictly prohibited and will be able to be the subject of legal proceedings in case of non-compliance with theses provisions.

14.2 Intellectual property rights of the Brand

The Services are aimed at the diffusion and exchange of information in order to promote transparency about information related to creation, production and retailing of Products.

The Brand acknowledges and agrees that its brand, logo, information, evaluation and notation provided by CLEAR FASHION regarding its Brand and its products are made available to the public free of charge by CLEAR FASHION on its Platform and with the prior approval of the Brand on any French or foreign website, published by any company whom CLEAR FASHION has agreements with.

All intellectual property rights held by the Brand relating to the elements used by CLEAR FASHION in the context of the Services are and remain the sole property of the Brand. Nothing in these General terms and Conditions shall be construed as constituting an assignment of these rights to CLEAR FASHION, unless otherwise specified.

15. Personal data

CLEAR FASHION has a personal data protection policy, the characteristics of which are explained in the document entitled "Privacy Policy" (in French, "Politique de Confidentialité"), which the Brand is expressly invited to read.

16. Privacy

Each party commits to ensure the strict confidentiality of any document, element, data and information from the other party, to which it would be addressed, that are expressly identified by the other party as confidential. Regarding CLEAR FASHION, the parties agree already expressly that this privacy obligation covers the personal data that CLEAR FASHION is going to have to process for the Brand in the framework of its Services. All of this information is referred to hereafter as the "**Confidential information**".

The party that receives Confidential information agrees not to disclose them without the prior authorization of the other party, for a period of 5 (five) years from the date of the end of the concerned Services execution. It will not be able to communicate it to employees, collaborators, interns or consultants, unless they are under the same confidentiality obligation as herewith.

This obligation is not extended to the documents, elements, data or information :

- (i) The receiving party was already aware of,
- (ii) Already made publicly available when they were communicated or that would become such, without any violation of these General terms and conditions,
- (iii) That would have been received from a third party lawfully,
- (iv) Which the communication would be required by legal authorities, in application of laws and regulations, or in order to establish the rights of a party under these General terms and conditions.

17. Advertising

CLEAR FASHION reserves its right to insert on any page of the Platform and on any communication to the Brands any promotional or advertising message under a form and under conditions that CLEAR FASHION will be sole judge.

18. Services duration, unsubscription

The Information using Services are purchased in the form of a subscription (referred to hereafter as the “**Subscription**”).

The Subscription starts on the date of its purchase, conditionally to the payment of the price, in accordance with Article 7.1, for a duration of 1 (one) year, from date to date.

The Subscription renews itself tacitly, for a new period of 1 (one) year, from date to date, unless terminated by CLEAR FASHION or by the Brand, no later than 1 (one) month before the end of the Subscription period in effect.

The Brand must then cease using all the elements included in the License granted by CLEAR FASHION, as of the end of the current Subscription Period, under a daily penalty of two (2) times the daily amount due by the Brand hereunder.

Unsubscription does not result in the deregistration of the Brand and its products within the framework of the Referencing Services described in article 5.1 herein.

The termination of the Subscription by the Brand must be done in writing, including by email and sent to CLEAR FASHION.

The termination of the Subscription by CLEAR FASHION will be done through the sending of an email to the Brand.

19. Modifications

19.1 CLEAR FASHION reserves its faculty to modify at any time these General terms and conditions.

19.2 The registered Brands will be informed of any significant changes by any useful means 3 (three) months at least before their effective date.

If the Brand purchased a Subscription, the General terms and conditions will be effective to it from the renewal of the Subscription following their effective date.

19.3 If the Brand does not agree to the modified General terms and conditions, it must unsubscribe from the Services, as specified in Article 19. The referencing of the Brand and its Products as described in article 5.1 herein remains even if the Brand decides to terminate its Subscription.

19.4 Any Brand that uses the Services after the effective date of the modified General terms and conditions is deemed to have accepted the changes.

20. Language

These General terms and conditions being translated in different languages, the language of interpretation will be French in the eventuality of a contradiction or dispute over the meaning of a term or a clause.

21. Applicable law and jurisdiction

These General terms and conditions are governed by French law.

If any provision of these General terms and conditions would be held invalid by a court of competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions herein. No renunciation of any provision of these General terms and conditions shall be deemed a definitive renunciation of that provision or of any other provisions of these General terms and conditions.

In the eventuality of a dispute over the validity, interpretation and/or execution of these General terms and conditions, the parties agree that the Paris courts will exclusively be competent in order to judge it, unless mandatory procedural rules to the contrary.

For CLEAR FASHION :

Name, surname and position of signatory :
Rym Trabelsi, Chief Executive Officer

Date : 10/28/2020

Signature :

For the Brand :

Name, surname and position of signatory :

Date :

Signature :

ANNEXES

Annex 1 : Notation system used by CLEAR FASHION, available on <https://www.clear-fashion.com/methode-d-evaluation>

Annex 2 : Charter for the use of the logo and the information provided by CLEAR FASHION, available on <https://www.clear-fashion.com/documentation-marque>

Annex 3 : Services presentation and pricing conditions, available on <https://www.clear-fashion.com/documentation-marque>