

General Terms and Conditions of Use for CLEAR FASHION Listing, Evaluation and Rating Services of CLEAR FASHION (V3)

Last modification : 10/11/2021

Effective Date: 11/23/2021

1. Purpose

The company Clothparency, a simplified joint stock company, with a share capital of 1219.35 euros, registered in the Trade and companies register of Reims (RCS de Reims) under No. 840 08 178, whose registered office is located at 15 rue de Louvois - 51100 Reims (hereinafter: "**CLEAR FASHION**") has developed a website and a mobile application (hereinafter: the "**Platform**") to obtain information on the composition and manufacturing methods of products in the fashion sector (hereinafter: the "**Products**") referenced on the Platform. The designers, producers and distributors of the clothes listed on the Platform (hereinafter: the "**Brands**") have the possibility to contribute to the completeness and accuracy of the data provided on the Platform.

The purpose of these General Terms and Conditions of Use of the Listing, Evaluation and Rating Services (hereinafter: the "**General Terms and Conditions of Use**") is to define the terms and conditions of use of the free services offered by CLEAR FASHION to the Brands, consisting of their listing, evaluation and rating (hereinafter: the "**Services**"), as well as to define the rights and obligations of the parties in this context.

The Services offered by CLEAR FASHION are of two types:

- the listing, evaluation and rating free of charge and for an indefinite period of time of the Brands and their Products, as described in these General Terms of Use
- the sale to the Brands of Rights of Use and Quotation and of Widget Usage Services, respectively governed by the Special Terms and Conditions of Sale of the Rights of Quotation and Use of the CLEAR FASHION Brand and by the Special Terms and Conditions of Sale of Widget Usage Services (hereinafter referred to as the "**Special Terms and Conditions of Sale**", appearing in Appendix 2 and Appendix 3 respectively).

These General Terms and Conditions of Use may be supplemented, if necessary, by Special Terms and Conditions of Sale for certain Services, and, in the event of contradiction, the Special Terms and Conditions of Sale shall prevail over them.

2. Contacts

CLEAR FASHION can be contacted at the following address:

Name and capacity of the signatory: Rym Trabelsi, General Manager

Postal address: 15 rue de Louvois, 51100 Reims

Telephone: +33 (0)6 44 96 64 92

E-mail address: brands@clear-fashion.com

The Brand can be contacted at the following coordinates

Name and capacity of the signatory :

Postal address:

Telephone:

E-mail address:

The Brand undertakes to notify Clear Fashion as soon as possible in the event of a change in this information.

3. Definitions

"General Terms of Use" refers to the General Terms of Use of the Listing, Evaluation and Rating Services applicable to the Brand.

"Contract" means all the documents signed by the Brand: the General Terms and Conditions of Use of the Listing, Evaluation and Rating Services, all the Special Terms and Conditions of Sale and their related Quotation signed by the Brand.

4. Access to the Platform and Services

4.1 Legal capacity

The Platform and the Services are accessible to:

- To any natural person with full legal capacity to commit under these General Terms of Use. Any natural person who does not have full legal capacity may only access the Platform and the Services with the consent of their legal representative.
- To any legal entity acting through a natural person who has the legal capacity to contract in the name and on behalf of the legal entity.

4.2 Platform and Services reserved for professionals

The Platform and the Services are intended exclusively for professionals, understood as any natural or legal person carrying out a remunerated activity on a non-casual basis in all sectors of industry and commerce, including in particular the sectors of creation, production and/or distribution of textile products.

5. Duration

The Listing Services as defined below are available to Brands for an indefinite period.

6. Description of the Brands and Products Referencing Services

The Brands and Products Referencing Services offered by CLEAR FASHION on the Platform are the following :

6.1 Brands and Products referencing

CLEAR FASHION collects raw data made available to the public or transmitted directly to CLEAR FASHION by the Brands, analyzes them and transforms them in order to produce a listing, an evaluation and a rating, according to the system described in Appendix 1. These referencing, evaluation and rating can concern the Brand for all its activity, and its Products. The referencing, evaluation and rating of the Brands and Products relate to particular aspects of the production and composition of the Products, such as the working conditions applicable to the workforce involved in the creation and production of the Products, the environmental impact, the health risks, the risks of animal abuses and the environmental risks linked to the production and distribution of the Products. CLEAR FASHION may also send the Brand occasional emails relating to the Brand and Product Listing Services.

6.2 Principles of referencing, evaluation and rating

CLEAR FASHION certifies that it carries out an objective analysis of the data at its disposal. It declares that it does not make any rating difference between the Brands that have subscribed to the paid subscription and those that are only referenced under Article 5.1 hereof.

When a Brand contacts CLEAR FASHION for referencing, evaluation and rating, the free Services are accompanied by a referencing as well as the publication of the evaluation and rating on the Application. If the Brand does not want the referencing, evaluation and rating to appear on the Application, CLEAR FASHION reserves the right to request payment from the Brand for the Services performed. Furthermore, the removal of any listing, review and rating on the Application is subject to the communication of this information to the Users.

6.3 Brands Data

When the Brands do not participate in their referencing, evaluation and rating, CLEAR FASHION informs them in advance of any content related to the referencing, evaluation and rating of Brands and Products on its Platform. From this notification, the Brands have a period of 30 (thirty) days to communicate to CLEAR FASHION all the raw data they have in order to enrich the raw data used by CLEAR FASHION for the purposes of listing, evaluation and rating.

When the Brands participate in their referencing, evaluation and rating and complete the relevant form, they have a period of 30 (thirty) days from the transmission of the feedback file by CLEAR FASHION to update the information given, including the elements notified as "Yes provisional". After this period, this information will be cancelled and placed in "Do not know" on the Application.

The Brands have the right to ask CLEAR FASHION to complete, modify or update the raw data used by CLEAR FASHION in the implementation of its referencing, evaluation and rating system. Brands may also request that Clear Fashion remove from its Brand listing, evaluation and rating process any documents or data voluntarily submitted by them.

The transmission of raw data from the Brand to CLEAR FASHION is done through an excel file or any other form defined by CLEAR FASHION, or if the Brand requests it, and subject to the validation of an additional quote, through an API flow specifically set up for the Brand. Any transmission of raw data from the Brand to CLEAR FASHION must be accompanied by evidence to verify the accuracy and relevance of these raw data.

6.4 Accessibility of listing, reviews and ratings

The referencing, evaluation and rating of Brands and Products are freely accessible to Brands and Users of all Platforms, in particular the Application, the Website and Clear Fashion's social networks.

The referencing, evaluation and rating of Brands and Products are accessible to Platform Users through keyword searches or by scanning the barcodes of Products when these are referenced on the Platform.

6.5 Highlighting of Brands and Products

CLEAR FASHION reserves its right to highlight Brands and/or their Products as "Top Brands" and/or "Top Products" when the overall rating of the Brand or Products is above 60/100.

In the "Top Brands" section on the Application, CLEAR FASHION indicates an estimate of the price range corresponding to the Brand according to the following grid shown on the Evaluation Method, accessible from the Brand Area.

6.6 Alert system

CLEAR FASHION also reserves its right to indicate, for the sole purpose of informing the User, through an alert on the page of a Brand, that it is concerned by a controversy that may cause serious harm to the environment, the life and living conditions of animals, respect for human rights or the health of workers and consumers.

These alerts are set up based on the research of third party actors, such as NGOs, trade unions and recognized consumer advocacy groups, who carry out the investigation work.

CLEAR FASHION may also contact Brands to ask them about their involvement in a controversy. The Brand's response to this request is also indicated if the Brand has followed up on it.

This alert will remain 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.

6.7 Evolution of the Services

CLEAR FASHION reserves the right to offer any other Service that it deems useful, in a form and according to the functionalities and technical means that it deems most

appropriate to provide said Services. The new features will then be presented to the Brands by any means by CLEAR FASHION.

7. Agreement of proof

The Brand expressly acknowledges and agrees:

(i) that the data collected on the Platform and CLEAR FASHION's computer equipment are proof of the reality of the operations carried out under the present,

(ii) that these data are the main method of proof accepted between the parties, including for the calculation of amounts due to CLEAR FASHION.

8. Obligations of the Brand

Without prejudice to the other obligations provided for herein, the Brand undertakes to respect the following obligations.

8.1 The Brand undertakes, in its use of the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

8.2 The Brand acknowledges that it has taken note on the Platform of the characteristics and constraints, particularly technical, of all the Services. It is solely responsible for its use of the Services.

8.3 The Brand undertakes to provide CLEAR FASHION with fair, sincere and up-to-date and not confidential or sensitive, or understood as such by the Brand information and raw data. CLEAR FASHION shall not be held responsible in the event that the information and data communicated to it by the Brand are subject to an obligation of confidentiality or non-disclosure with a third party.

8.4 The Brand undertakes to make strictly personal use of the Services. Consequently, it is prohibited from assigning, conceding or transferring all or part of its rights or obligations hereunder to a third party, in any manner whatsoever. In particular, the Brand is prohibited from assigning, conceding or transferring the rights it holds under the terms of these presents to any third party involved in the creation, production or distribution of its Products.

8.5 The Brand undertakes to provide CLEAR FASHION with all the information necessary for the proper performance of the Services. More generally, the Brand undertakes to cooperate actively with CLEAR FASHION for the proper execution of the present.

8.6 In the event that the Brand wishes to benefit from the Use and Quote Services and/or the Widget Use Services, it undertakes to honor its obligation to pay the price, as described in the Special Conditions of Sale and referred to in the Presentation of CLEAR FASHION's Services available on the Brand Space. CLEAR FASHION reserves the right to claim from a Brand the payment of sums due for the use of information services or

information from referencing, evaluation and rating, in case of use by a Brand of these services, while it has not subscribed to a Subscription, in the Special Conditions of Sale.

CLEAR FASHION also reserves the right to ask the Brand that has not subscribed to a Subscription to remove the elements included in the Subscription 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 and Conditions, without prejudice to any damages that may be claimed from the Brand.

9. Guarantee of the Brand

The Brand guarantees CLEAR FASHION against any complaints, claims, actions and / or claims that CLEAR FASHION may suffer because of the violation by the Brand of any of its obligations or guarantees under these Terms of Use.

It undertakes to compensate CLEAR FASHION for any damage that it may suffer and to pay all costs, charges and / or convictions that it may have to bear as a result.

10. Prohibited behaviour

10.1 It is strictly forbidden for Brands to copy and/or divert to their own ends or those of third parties the concept, technologies, all or part of the data or any other element of the CLEAR FASHION Platform.

10.2 The following are also strictly prohibited:

- (i) any behavior that may interrupt, suspend, slow down or prevent the continuity of the Services,
- (ii) any intrusion or attempted intrusion into the systems of CLEAR FASHION,
- (iii) any misappropriation of system resources of the Platform,
- (iv) any actions that impose a disproportionate burden on the infrastructure of the latter,
- (v) any breach of security and authentication measures,
- (vi) any act that may prejudice the rights and financial, commercial or moral interests of CLEAR FASHION or users of its Platform, and finally more generally
- (vii) any breach of these Terms of Use.

10.3 It is strictly forbidden to monetize, sell or grant all or part of the access to the Services or the Platform, as well as the information hosted and/or shared therein.

11. Penalties for breaches

In case of failure of the Brand to an essential obligation arising from these Terms of Use, CLEAR FASHION reserves the right to terminate its access to all or part of the Services, fifteen (15) days after receipt by the Brand of a formal notice that has remained without effect, sent by registered letter with acknowledgment of receipt, mentioning the intention to apply this clause, without prejudice to any damages that may be claimed from the Brand.

12. Responsibility and guarantee of CLEAR FASHION

12.1 CLEAR FASHION undertakes to provide the Services diligently and according to the rules of the art, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Brands expressly recognize and accept.

12.2 CLEAR FASHION is not systematically aware of the content put online by the Brands as part of the referencing, evaluation and rating services, on which it does not carry out any moderation, selection, verification or automatic control. CLEAR FASHION only performs a control of the coherence of the information and data provided by the Brand.

Consequently, CLEAR FASHION cannot be held responsible for content and information, the authors of which are third parties, and any possible claim must be directed in the first instance to the author of the content and information in question.

12.3 CLEAR FASHION declines all responsibility for any loss of information accessible on the Brand's Account, as the latter must save a copy and cannot claim any compensation for this.

12.4 CLEAR FASHION undertakes to carry out regular checks to verify the operation and accessibility of the Platform. In this regard, CLEAR FASHION reserves the right to temporarily interrupt access to the Platform for maintenance purposes. CLEAR FASHION cannot be held responsible for difficulties or temporary inability to access the Platform due to circumstances beyond its control, force majeure, or due to disruptions in telecommunications networks.

12.5 CLEAR FASHION does not guarantee the Brands:

- (i) that the Services, subject to constant research to improve performance and progress in particular, will be totally free of errors, defects or faults,
- (ii) that the Services, being standard and in no way offered for the sole intention of a given Brand according to its own personal constraints, will specifically meet its needs and expectations.

12.6 In any event, except for personal injury or death and except in the case of gross negligence or breach of an essential obligation of the present contract, CLEAR FASHION shall not be liable to the Brands for the payment of damages, of any nature whatsoever, direct, material, commercial, financial or moral, due to the use of the Services by the Brands, for an amount greater than the amounts invoiced by CLEAR FASHION as remuneration for the Services which gave rise to its liability, at the time of the occurrence of the alleged damage. CLEAR FASHION shall only be liable if the Brands have made a

claim, by registered letter with acknowledgement of receipt, within one month of the said occurrence.

13. Intellectual Property

13.1 Intellectual property of CLEAR FASHION

The systems, software, algorithms, structures, infrastructures, databases and content of any kind (text, images, visuals, music, logos, trademarks, database, etc ...) used by CLEAR FASHION within the Platform and for the purposes of the Services, are protected by all intellectual property rights or rights of producers of databases in force.

Any disassembly, decompilation, decryption, extraction, reuse, copying and, more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of CLEAR FASHION are strictly prohibited and may be subject to legal action in the event of non-compliance with these provisions.

13.2 Intellectual property of the Brand

The purpose of the Services is to disseminate and exchange information intended to promote the transparency of information related to the creation, production and distribution of Products.

The Brand acknowledges and accepts that its brand, its logo, the information, evaluations and ratings developed by CLEAR FASHION relating to its Brand and its Products are disseminated free of charge by CLEAR FASHION on the Platform and, after obtaining the authorization of the Brand, on all other French or foreign websites, published by all companies with which CLEAR FASHION has agreements.

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 property of the Brand. Nothing in these Terms of Use shall be construed as constituting an assignment of such rights to CLEAR FASHION, unless otherwise specified.

14. Personal data

CLEAR FASHION has a personal data protection policy, the characteristics of which are set out in the document entitled "Privacy Policy", which the Brand is expressly invited to read.

15. Confidentiality

Each party undertakes to keep strictly confidential the documents, elements, data and information of the other party of which it would be recipient that will be expressly identified by the other party as confidential. With regard to CLEAR FASHION, the parties expressly agree that this obligation of confidentiality covers the personal data that CLEAR FASHION

will be required to process for the Brand in the context of the Services. All such information is hereinafter referred to as "Confidential Information".

The party receiving the Confidential Information undertakes not to disclose it without the prior consent of the other party for a period of five (5) years from the end of the performance of the Services concerned. It may not transmit them to employees, collaborators, trainees or consultants unless they are bound by the same obligation of confidentiality as that set forth herein. This obligation does not extend to documents, materials, data and information:

- (i) of which the receiving party had prior knowledge;
- (ii) which is already public at the time of its communication or which would become public without violation of these Terms and Conditions
- (iii) which would have been lawfully received from a third party;
- (iv) whose communication would be required by the judicial authorities, in application of laws and regulations or in order to establish the rights of a party under these Terms of Use.

In addition, CLEAR FASHION undertakes not to transmit the documents, elements, data and information communicated by the Brand, even if they are not identified as Confidential Information, to third parties who have requested it, including the other Brands.

16. Advertising

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

17. Modifications

17.1 CLEAR FASHION reserves the right to modify these Terms of Use at any time.

17.2 The Registered Brand will be informed of any material changes to these Terms and Conditions by any appropriate means at least three (3) months before they come into force.

17.3 Any Brand that uses the Services after the amended Terms and Conditions come into effect shall be deemed to have accepted such changes.

18. Language

The language of interpretation will be French in case of contradiction or dispute on the meaning of a term or provision.

19. Applicable law and jurisdiction

These Terms of Use are governed by French law.

If any provision of these Terms and Conditions of Use is found by a court of competent jurisdiction to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

No waiver of any provision of these Terms and Conditions shall be deemed a further or continuing waiver of such provision or any other provision of these Terms and Conditions.

In the event of a dispute concerning the validity, interpretation and/or execution of these general terms and conditions, the parties agree that the courts of Paris shall have exclusive jurisdiction to rule on the matter, except in the case of mandatory procedural rules to the contrary.

APPENDICES

APPENDIX 1: Rating system used by CLEAR FASHION, available on the Brand Area:
<https://brands.clear-fashion.com/methode-d-evaluation>

APPENDIX 2: Special Conditions of Sale of Quotation and Use Rights of CLEAR
FASHION Brand (V1)

APPENDIX 3: Special Terms and Conditions of Sale of CLEAR FASHION Brand Widgets
(V1)