

General Terms and Conditions
STUDIO PAILLETTE
Website <https://www.studio-paillette.com/>
Version in effect on 07/30/2024

1. Scope of application

These general terms and conditions (the "GTC") govern all subscription contracts -made either via the website <https://www.studio-paillette.com/> (the "Website") or at a physical clothing fitting point- between:

- the company PAILLETTE located at 90 RUE D'HAUTEVILLE, 75010 PARIS, registered with the Paris Trade and Companies Register under number 883 669 798, intra-community VAT number: FR85883669798, e-mail: contact@studio-paillette.com, telephone: 06 62 06 60 33 ("STUDIO PAILLETTE"), and
 - any natural person using the services offered by STUDIO PAILLETTE (the "Customer").
- The GTCs may be amended to consider the evolution of the Website and/or the services and products offered by STUDIO PAILLETTE. Any new version of the GTCs will be posted on the Website, under the "General Terms and Conditions" section as soon as it comes into force. The GTCs applicable to any contract entered between a Customer and STUDIO PAILLETTE are those in force on the day of said contract, as accepted by the Customer.

The photographs and graphics presented on the Website are not contractual and cannot engage the liability of STUDIO PAILLETTE.

2. Conditions required to become a Customer

Any person wishing to become a Customer must provide proof of the following conditions:

- be capable and of legal age;
- agree to comply with these GTCs.

3. Services offered by STUDIO PAILLETTE

3.1. Description of the service

STUDIO PAILLETTE offers the Customer the possibility of renting a garment for 30 days via the Website (the "Subscription").

3.2. Goods offered for rental

STUDIO PAILLETTE rents clothes of which it remains the exclusive owner.

The Customer is therefore required to refer to the description of each garment in order to know its properties and essential characteristics as well as availability.

It is specified in this respect that each rental of a garment via the Website will give rise to a new subscription.

The clothing catalog presented by STUDIO PAILLETTE is accessible on the Website, it being specified that the content of this catalog is likely to evolve regularly.

3.3. How?

To subscribe to a Subscription, the Customer must create a personal space via the Website (the "Personal Space") under the conditions defined below:

- click on the pictogram representing a person then on "register"
 - complete the form, making sure to provide accurate and complete data
- The Customer then receives an email with a link on which he must click to confirm the creation of the Personal Space.

Once connected to his Personal Space, the Customer will be able to choose the selected garment.

The Customer can also go to a physical point of sale and go through the same steps to create an account with the assistance of the Studio Paillette representative.

As of the date of these GTCs, there is a physical point (the Studio Paillette showroom) located at 12, rue Philippe de Girard 75010 Paris) where the Customer has the possibility to try on and rent items. Studio Paillette will open other permanent or temporary points of sale.

3.4. Where?

The clothing presented on the Website is only offered for rental in mainland France exclusively, as well as in the following countries: Spain, Portugal, Italy, the Netherlands, Belgium, and Luxembourg.

The Customer may not transfer to anyone, free of charge or for a fee, occasionally or permanently, the benefit of the Subscription or the access codes to the Personal Space. These are strictly personal and in the event of a breach by the Customer of this obligation, STUDIO PAILLETTE may terminate the Subscription according to the conditions set out in the article "Termination for breach".

4. Terms of access to Subscriptions and the Website

The Website is accessible by means of a computer, tablet or smartphone 7 days a week, 24 hours a day - except for occasional interruptions for technical reasons beyond the control of STUDIO PAILLETTE.

Subscriptions are accessible by the Customer via their personal space.

5. Applicable prices and payments

5.1 - Applicable prices

The price of each Subscription varies depending on the garment selected by the Customer and is specified on the Website, next to each individual product photo.

Prices are inclusive of all taxes.

Transport and delivery costs are indicated at the time of ordering depending on the delivery method chosen.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

5.2 - Payment terms

The price relating to the Subscription selected by the Customer is payable by credit card.

The Customer must therefore enter the information relating to his bank card when paying via a page of the payment service provider STRIPE application, which is displayed automatically. Their terms of use are available here:

<https://stripe.com/fr/legal/checkout>. STUDIO PAILLETTE therefore does not have access to the Customer's bank details, STRIPE being solely responsible for making payments on the bank card provided by the Customer, at the due dates detailed below.

The Subscription is payable by direct debit:

- for the first monthly payment: the day the parts are made available to the customer (hand delivery to the showroom, or made available at a relay point, or delivery or home delivery notice);
- for the following monthly payments: the 30th or 31st day (number of days in the current month during the rental) from the date of the last payment.

In the event of a change of bank details, it is the Customer's responsibility to update their banking information via their Personal Space. Failing this, the Customer is liable to bear the consequences of non-payment and the related bank charges.

Non-payments:

In the event of non-payment of one of the amounts due under the Subscription, the Customer will be contacted by Studio Paillette until the amounts due have been paid. If the Customer does not regularize Customertheir situation after 3 reminders, STUDIO PAILLETTE will be entitled to debit the bank card corresponding to the net book value of the item.

6. Delivery

The clothing ordered by the Customer will be delivered in mainland France within 5 working days from the dispatch of the order to the address indicated by the Customer when ordering on the Website.

Delivery consists of the transfer to the Customer of physical possession or control of the clothing ordered.

STUDIO PAILLETTE undertakes to make its best efforts to deliver the products ordered by the Customer within the deadlines specified above. However, these deadlines are provided for information purposes only.

If the Products ordered have not been delivered within thirty days after the indicative delivery date, for any reason other than force majeure or the actions of the Customer, the contract may be terminated at the written request of the Customer in accordance with applicable legislation.

The sums paid by the Customer will then be returned to him no later than fourteen days following the date of termination of the contract, excluding any compensation or deduction.

In the event of non-conformity of the delivered garment, STUDIO PAILLETTE - undertakes to remedy this or reimburse the Customer, as indicated in the article - "Responsibility of STUDIO PAILLETTE - Guarantee".

STUDIO PAILLETTE assumes the risks of transport and is required to reimburse the Customer in the event of damage caused during transport.

In the event of a specific request from the Customer concerning the conditions of packaging or transport of the ordered products, duly accepted in writing by STUDIO PAILLETTE, the related costs will be subject to additional specific invoicing, on a quote previously accepted in writing by the Customer.

The Customer is required to check the condition of the delivered garment. He has one day from delivery to formulate by email to the address contact@studio-paillette.com any reservations in this regard with photos of the garment. After this period and in the absence of having complied with these formalities, the garment will be deemed compliant and free from any apparent defect and no claim may be validly accepted by STUDIO PAILLETTE.

STUDIO PAILLETTE will reimburse the subscription for defective products, or will replace as soon as possible and at its expense, the Products delivered whose lack of conformity or apparent defects have been duly proven by the Customer.

7. Order

Any person wishing to subscribe to a Subscription on the Website must proceed as follows:

1. Log in to their previously created Personal Space
2. Select the chosen garment

3. Fill in the delivery information
4. Accept these General Terms and Conditions
5. Click on pay

Before confirming their payment, the Customer has the possibility to check the details of their order, its total price and to correct any errors before confirming their acceptance. It is their responsibility to check the accuracy of the order and to immediately report or rectify any errors.

An order confirmation email will be generated, including the details of the order placed.

Any changes to the order by the Customer may only be taken into account by STUDIO PAILLETTE within the limits of its possibilities and provided that they are notified by email to the following address contact@studio-paillette.com.

If these modifications cannot be accepted by the Seller, any sums paid at the placing of the order by the Customer will be returned to him within a maximum period of 7 days from the notification of the impossibility of accepting the modifications requested by the Customer (unless the latter prefers to benefit from a credit note).

8. Exclusion of the right of withdrawal

In accordance with Article L.221-28.1° of the Consumer Code, the right of withdrawal cannot be exercised for contracts for the supply of services fully executed before the end of the withdrawal period and the execution of which has begun after the express prior agreement of the consumer and express waiver of his right of withdrawal.

9. Customer Obligations

During the Subscription period, the Customer undertakes to take care of the garment rented to him by STUDIO PAILLETTE in accordance with:

- The specific cleaning instructions that will have been formulated by STUDIO PAILLETTE on the description of each product;
- The general cleaning instructions that will have been formulated by STUDIO PAILLETTE, in particular on the FAQ accessible on the Website;
- The garment label.

During the Subscription period, the Customer undertakes not to carry out any repairs of any kind on the garment.

On returning the garment, only STUDIO PAILLETTE will be authorized to determine in what condition the garment is returned.

In the event of damage, STUDIO PAILLETTE may decide that:

- The damage to the garment is minor. If necessary, STUDIO PAILLETTE will carry out the repair at its own expense;

- The damage to the garment is major. If necessary, STUDIO PAILLETTE will carry out the repair at the Customer's expense.

10. Termination of a Subscription

The termination of the Subscription is done via the Customer's Personal Space.

STUDIO PAILLETTE alerts the Customer five days before each monthly deadline by sending an email to the email address indicated when creating the Personal Space so that the latter can choose to terminate his subscription or renew it.

In the absence of termination by the Customer, the Subscription will be tacitly renewed for one month. Article L.215-1 of the Consumer Code:

"For service provision contracts concluded for a fixed term with a tacit renewal clause, the professional service provider shall inform the consumer in writing, by dedicated registered letter or email, at the earliest three months and at the latest one month before the end of the period authorizing the rejection of the renewal, of the possibility of not renewing the contract that he has concluded with a tacit renewal clause. This information, provided in clear and understandable terms, mentions, in a visible box, the deadline for non-renewal.

When this information has not been sent to him in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge, at any time from the renewal date. Advances made after the last renewal date or, in the case of open-ended contracts, after the date of transformation of the initial fixed-term contract, shall in this case be reimbursed within thirty days from the date of termination, after deduction of the amounts corresponding, up to that date, to the execution of the contract. The provisions of this article shall apply without prejudice to those which legally subject certain contracts to special rules with regard to consumer information."

Article L.215-2 of the Consumer Code:

"The provisions of this chapter shall not apply to operators of drinking water and sanitation services."

Article L.215-3 of the Consumer Code:

"The provisions of this chapter shall also apply to contracts concluded between professionals and non-professionals."

Article L.241-3 of the Consumer Code:

"When the professional has not made the reimbursement under the conditions provided for in Article L. 215-1, the amounts due are productive of interest at the legal rate."

11. Termination for breach

In the event of a breach by STUDIO PAILLETTE or the Customer of one of their obligations arising from this agreement, the party suffering from said breach may terminate the contract entered into pursuant to this agreement, 8 days after sending a letter by registered letter with acknowledgement of receipt that has remained unsuccessful. Where applicable, the termination will automatically end on the day of the first

presentation of a new letter sent by registered letter with acknowledgement of receipt stating the intention of the victim party to avail itself of this clause.

12. Consequences of the end of the Subscription

At the end of the Subscription, the Customer must return the garment no later than the anniversary date of the start of the subscription, which is specified to the customer by email and in their personal space upon requesting a return. The return will actually be made when the Customer has dropped off the items concerned at the showroom or at a relay point, or at the Post Office.

Failing this, STUDIO PAILLETTE may charge the Customer's bank account a penalty that will be calculated in proportion to the rental price of the garment and the number of days late. After ten days of delay, STUDIO PAILLETTE will charge the price of the garment to the Customer's bank account.

It is expressly specified in this respect that the Customer must return the garment in the pouch provided when the garment was sent. Failing this, STUDIO PAILLETTE may charge the sum of 15 euros including tax.

It is expressly specified in this respect that STUDIO PAILLETTE will take care of the final cleaning of the garment.

13. Personal data - Cookies

Personal data

The information communicated by the Customer when creating a customer account and placing an order on the Website is subject to computerized processing by STUDIO PAILLETTE in order to ensure the proper execution of orders and reservations placed on the Website and the proper functioning of the Website.

There are two types of data:

- the data marked with an asterisk when creating the customer account (last name, first name, address, etc.) and/or placing the order are necessary for the proper execution of the order and in particular for the delivery and invoicing of the order;
- other data requiring an optional response when creating the customer account and/or placing the order, voluntarily communicated by the Customer who may withdraw his consent at any time, without affecting the lawfulness of the processing carried out before the withdrawal of his consent. The data collected when creating the customer account (name, first name, address, etc.) and/or when placing the order are kept as long as the Customer does not delete their Personal Space.

In accordance with the applicable regulations on the protection of personal data (arising from May 25, 2018 from the European Regulation on the Protection of Personal Data), the Customer has the right to request access, rectification or deletion of personal data, or a limitation of processing, or the right to object to processing and the right to data portability that they can exercise by sending an email to the following address: contact@studio-paillette.com or by writing to the head office of STUDIO PAILLETTE. The Customer may also file a complaint with the CNIL.

The data entrusted to STUDIO PAILLETTE may be transferred within or outside the European Union or the European Economic Area to its subcontractors or service providers.

These transfers outside the EU and/or the EEA are based on the adequacy decisions of the European Commission and, where applicable, on the adoption of standard contractual clauses.

STUDIO PAILLETTE has implemented the Stripe Checkout service for the payment stage of the order. Payment data, including bank card numbers, are not stored by STUDIO PAILLETTE but by Stripe. The use of Stripe Checkout is subject to the Stripe Privacy Policy available here: <https://stripe.com/en-fr/privacy>

Cookies

Cookies may be set up on the Website, which allow STUDIO PAILLETTE to store and access information relating to the Customer's browsing on the Website, as well as information entered during visits.

The Customer's prior consent will be obtained for the implementation of these cookies unless they are strictly necessary for the provision of a service expressly requested by the user.

14. Intellectual property

The content of the Website is the property of STUDIO PAILLETTE and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

15. Complaints - Disputes - Mediation

Any complaint relating to the Subscription may be sent to STUDIO PAILLETTE by email to the following address: contact@studio-paillette.com.

In the event of failure of the complaint request to STUDIO PAILLETTE, the Customer may have recourse free of charge to the services of a mediator under the conditions of articles L.611-1 et seq. of the Consumer Code. In this respect, STUDIO PAILLETTE informs the Customer that it has chosen FEVAD as a mediation body in the context of consumer disputes (contact details: <https://www.mediateurfevad.fr/>).

The Customer may also file a complaint on the European online dispute resolution platform available at the following address:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR>

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Any dispute relating to the formation, execution, cessation and consequences of the cessati of a contract entered into between STUDIO PAILLETTE and a Customer will be

subject to French law and will fall under the jurisdiction of the French courts, under the conditions of common law.