

1.1 VERSION for CUSTOMERS of the platform

As a CUSTOMER domiciled in France, you are looking for the SERVICES of a FRIEND or PRO on the MILA PLATFORM. Use of the MILA PLATFORM shall be subject to these general terms and conditions of use.

General Terms and Conditions of Use for Customers

1. Description

MILA has developed an online platform connecting service providers and customers (regardless of whether or not they are consumers).

Use of the MILA PLATFORM enables CUSTOMERS to make a request for SERVICES and be connected with a SERVICE PROVIDER which responds best to its request.

If use is made of SERVICES provided by a FRIEND, the CUSTOMER shall make direct contact with the FRIEND to supply the SERVICES and MILA

is only an intermediary responsible for the connection under the terms specified below.

If use is made of SERVICES provided by a PRO, the CUSTOMER shall contract with MILA as the provider of SERVICES. MILA shall then find a PRO to perform the SERVICE requested by the CUSTOMER on behalf of MILA.

When the CUSTOMER solicits the SERVICES of a SERVICE PROVIDER (FRIEND or PRO) by going through the MILA PLATFORM, he expressly acknowledges the validity of these General Terms and Conditions of Use. These Terms and Conditions of Use shall be enforceable throughout the period of use of the MILA PLATFORM and until they are superseded by new general terms and conditions of use.

The terms beginning with a capital letter shall have the meaning specified in the paragraph "Terms" in Article 2, regardless of whether they are used in the singular or the plural.

2. Definitions

CUSTOMER: a natural person or legal entity who wishes to obtain a SERVICE from a SERVICE PROVIDER, uses the MILA PLATFORM for this purpose and, if an agreement is reached, enters into a contract with a FRIEND PROVIDER or with MILA.

MILA: Mila SA, a Swiss registered company with capital of CHF 395,880, with its registered office at Gutenbergstrasse 1, CH-8002 Zurich, registered under number CHE-220.287.171, email: info@mila.com telephone number +33 974 594102

SERVICE PACKAGE: certain SERVICES which are typically provided in a product category and bundled in packages, including reference to a non-binding price estimate (indicative price) for the SERVICE PACKAGES provided by FRIENDS or a definitive fixed price for SERVICE PACKAGES provided by PROS.

MILA PARTNER: an enterprise which uses the MILA PLATFORM to enable its own customers who wish to obtain a SERVICE to contact SERVICE PROVIDERS through the MILA PLATFORM.

MILA PLATFORM: online platform connecting SERVICE PROVIDERS and CUSTOMERS, produced by the MILA company, which can be accessed on the website www.mila.com, and through a mobile app. The MILA PLATFORM is the exclusive property of MILA, who shall be free to determine its content.

SERVICE PROVIDERS: natural person or legal entity providing his/her/its services as a professional on the MILA PLATFORM, either as a FRIEND or as a PRO.

o **FRIEND:** natural person registered on the MILA PLATFORM who provides SERVICES and acts as part of a freelance sideline activity.

o **PRO:** enterprise registered on the MILA PLATFORM as a SERVICE PROVIDER and acting as part of its principal activity.

SERVICE PROVISION: any provision of SERVICES by a SERVICE PROVIDER following the request of a CUSTOMER through the MILA PLATFORM.

INDICATIVE PRICE: indicative price for one or more specified SERVICES provided by a FRIEND, which is communicated to the CUSTOMER for informational purposes.

PROFILE: a picture of the PROVIDER created by the latter (name, profile, skills etc.), supplemented by the ratings of CUSTOMERS issued following the PROVIDERS work, which will be notified to the CUSTOMER on the MILA PLATFORM when the CUSTOMER is connected with the selected

PROVIDER. SERVICE CROWD: a community consisting of all the MILA PLATFORM SERVICE PROVIDERS.

SERVICES: all services offered on the MILA PLATFORM by the SERVICE PROVIDERS.

3. MILAS Role

MILA offers, as an intermediary, an online platform which provides the option of connecting CUSTOMERS with SERVICE PROVIDERS.

CUSTOMERS who decide to use a FRIEND PROVIDER are responsible themselves for entering into a service contract directly with the FRIEND PROVIDER. CUSTOMERS who decide to use a PRO PROVIDER shall enter into a contract with MILA.

For this purpose, MILA provides the CUSTOMERS with the MILA PLATFORM which they can use after registration.

4. Roles of MILA PARTNERS

There is no contractual relationship between the MILA PARTNER and the CUSTOMER or the MILA PARTNER and the SERVICE PROVIDER. The SERVICE PROVIDER consequently does not act as a representative or employee of the MILA PARTNER with regard to the CUSTOMER, and is not authorised to make commitments to the CUSTOMER on behalf of the MILA PARTNER.

5. Access to the MILA PLATFORM and to the SERVICES

MILA grants the CUSTOMER a personal, non-exclusive right of access to the MILA PLATFORM for use in compliance with the terms and conditions specified herein.

Use of the MILA PLATFORM for private purposes shall be free for CUSTOMERS.

The request for a SERVICE through the MILA PLATFORM requires the CUSTOMER to create an account. This account is created automatically when the SERVICE is requested and the information requested is entered (last name, first name, postal address, email address, telephone number). The

CUSTOMER must provide this information completely, accurately and truthfully. MILA may deny access to the MILA PLATFORM to a CUSTOMER

who provides false information or who deliberately provides incomplete information in this context, and may prohibit that CUSTOMER from making any future use of the MILA PLATFORM.

This access shall be accessed through a login email address]) and a password chosen by the CUSTOMER.

As part of the MILA PLATFORM, MILA processes the personal data that is collected. The information relating to the said processing is available here

For the avoidance of doubt, MILA notifies the CUSTOMER that the SERVICE PROVIDER must pay a finder's fee to MILA when the connection results in the signing and implementation of a contract.

MILA reserves the right not to provide the MILA PLATFORM or to totally suspend it during regular maintenance work, when new functions are installed or if there are any other technical constraints.

MILA also provides the SERVICE PROVIDERS and CUSTOMERS with different access and communication solutions in the MILA PLATFORM,

such as the Mila app or web applications, which the SERVICE PROVIDERS and CUSTOMERS can use in accordance with these Terms and

Conditions of Use. MILA reserves the right to modify, extend or deactivate these solutions over time or to make some or all of the contractual services

it provides contingent on use of these technical solutions.

MILA reserves the right to block the CUSTOMER's access to the MILA PLATFORM, either temporarily or permanently, if it suspects that the MILA

PLATFORM or certain areas (for example, the rating tool) are being misused.

MILA reserves the right to install cookies to ensure optimal management of the MILA PLATFORM, facilitate browsing on the website, prepare statistics

and conduct site visit analyses for the purpose of enhancing the site.

The information relating to cookies used on the MILA PLATFORM is available here.

6. Request for SERVICES and transmission to SERVICE PROVIDERS

In a request for SERVICES through the MILA PLATFORM, the CUSTOMER is obligated to describe the desired SERVICE as precisely as possible so

that MILA can send that request as efficiently as possible to the appropriate SERVICE PROVIDERS. To this end, selection of the SERVICE

PROVIDERS is conducted using an algorithm based on objective criteria, specifically their areas of expertise and their geographic location; this selection is not influenced by any tie with MILA.

In addition, when its request is sent, the CUSTOMER may suggest a SERVICE PROVIDER with whom he has already been connected through the

MILA PLATFORM. MILA is nevertheless under no obligation to comply with this suggestion and remains free to decide that the SERVICE

PROVIDER who will be presented to the CUSTOMER is the one selected by the aforementioned algorithm.

a) CUSTOMERs choice of a FRIEND PROVIDER

MILA shall send the CUSTOMER an order summary and shall send the

CUSTOMER's request to the FRIEND PROVIDER selected using the aforementioned algorithm. If the FRIEND PROVIDER selected using the aforementioned

algorithm does not respond positively to the request

transmitted to it, MILA shall send the CUSTOMER'S request to another FRIEND PROVIDER selected using the aforementioned algorithm.

The FRIEND PROVIDER who has responded positively to the request transmitted to him, and whose PROFILE will then be sent to the CUSTOMER,

shall contact the CUSTOMER to discuss the SERVICE which is desired and then make a specific offer to the CUSTOMER by telephone or email with a view to entering into a service contract for the SERVICE in question. It should be noted that the MILA PLATFORM is used solely as a means of connecting the CUSTOMER with a FRIEND PROVIDER so that they can subsequently sign a potential contract without MILA's involvement. MILA does not itself become a party to such a contract and does not vouch for the SERVICES provided pursuant thereto. Nor does MILA guarantee that the CUSTOMER will be contacted within a given time by an appropriate FRIEND PROVIDER after a request to this effect, nor that a contract will be validly concluded between the FRIEND PROVIDER and the CUSTOMER after they are connected with each other.

FRIEND PROVIDERS shall be free in principle in terms of the processing of requests and the amount of compensation they will suggest to the CUSTOMER. The CUSTOMER is also completely free to decide whether or not to accept a specific offer from the FRIEND PROVIDER.

If the CUSTOMER accepts the offer from the FRIEND PROVIDER, a contract shall be entered into between the CUSTOMER and the relevant FRIEND PROVIDER. MILA strongly recommends setting down the main elements of this contract in writing (email or other form) so as to prevent any subsequent dispute.

MILA shall ensure that the SERVICE requested by the CUSTOMER is duly performed by the FRIEND PROVIDER. In the event that MILA is informed that the FRIEND PROVIDER is unable to provide the SERVICE requested by the CUSTOMER, MILA shall notify the CUSTOMER thereof and the contract concluded between the FRIEND PROVIDER and the CUSTOMER would be terminated. MILA would then send the CUSTOMER'S SERVICE request to another FRIEND PROVIDER selected using the MILA algorithm.

The CUSTOMER shall be notified by SMS that the FRIEND PROVIDER is on the way to the meeting place which has been specified to perform the SERVICE.

b) CUSTOMER'S choice of a PRO PROVIDER

If the CUSTOMER solicits a SERVICE provided by a PRO, MILA undertakes to find a PRO to provide the SERVICE on the terms requested by the CUSTOMER and sends the CUSTOMER an order summary.

For each SERVICE request, a definitive fixed price shall be determined by MILA and notified to the CUSTOMER.

MILA shall send the CUSTOMER'S request to the PRO PROVIDER selected using the aforementioned algorithm.

If the PRO PROVIDER selected using the aforementioned algorithm does not respond positively to the request transmitted to it, MILA shall send the CUSTOMER'S request to another PRO PROVIDER selected using the aforementioned algorithm.

Acceptance by the PRO PROVIDER selected using the aforementioned algorithm of the request that it has been sent formalises the contract concluded between MILA and the CUSTOMER.

The PRO PROVIDER who has responded positively to the request he has been sent, and whose PROFILE is then sent to the CUSTOMER, shall act solely on behalf of MILA and shall contact the CUSTOMER for the sole purpose of agreeing the practical terms for providing the SERVICE requested by the CUSTOMER (time and place of meeting etc.).

MILA shall ensure that the SERVICE requested by the CUSTOMER is duly performed by the PRO SERVICE PROVIDER. In the event that MILA is informed that the PRO SERVICE PROVIDER is unable to provide the SERVICE requested by the CUSTOMER, MILA shall notify the CUSTOMER thereof. MILA would then send the CUSTOMERs SERVICE request to another PRO PROVIDER selected using the MILA algorithm so that the SERVICE can be implemented.

The CUSTOMER shall be notified by SMS that the PRO PROVIDER is on the way to the meeting place which has been specified to perform the SERVICE.

7. Acceptance of the SERVICE by the CUSTOMER

At the end of SERVICE PROVISION, regardless of whether the SERVICE has been provided by a FRIEND PROVIDER or by a PRO PROVIDER on behalf of MILA, the CUSTOMER must sign the notice of acceptance of the SERVICE by using the app to which the PROVIDER grants access through its terminal.

This acceptance of the SERVICE results in payment of the FRIEND PROVIDER or MILA through the payment service provider Adyen.

8. Price of PROVISION OF SERVICE – Payment obligation - Invoicing

a) CUSTOMERs choice of a FRIEND PROVIDER

i) Price of PROVISION OF SERVICE, payment method and late penalties.

MILAs only involvement shall be to inform CUSTOMERS of an INDICATIVE PRICE for a SERVICE or SERVICE PACKAGE. When INDICATIVE PRICES are shown on the MILA PLATFORM, these are only estimates based on past experience with similar SERVICES and do not bind either the CUSTOMER or the FRIEND PROVIDER. INDICATIVE PRICES are non-binding and are not deemed to be quotes.

MILA shall under no circumstances intervene regarding the amount of the SERVICE PROVISION agreed between the CUSTOMER and the FRIEND PROVIDER. The price of PROVISION of the SERVICE shall be set by the FRIEND PROVIDER by mutual agreement with the CUSTOMER, and may differ from the INDICATIVE PRICE.

The CUSTOMER is expressly informed and agrees that payment of the price of PROVISION of the SERVICE which has been agreed with the FRIEND PROVIDER shall be made through the payment service provider Adyen as follows.

- When the CUSTOMER makes a SERVICE request, the CUSTOMER must provide its payment information (bank card number, last name and first name of holder, expiry date and security code);

- Once the SERVICE request is accepted by the FRIEND PROVIDER and the price is agreed between the FRIEND PROVIDER and the CUSTOMER, the amount equal to the price of PROVISION of the SERVICE shall be reserved by Adyen on the CUSTOMERs bank card;

Once the SERVICE is accepted by the CUSTOMER at the end of PROVISION of the SERVICE (signature of notice of acceptance of the service through the FRIEND PROVIDERs terminal), the amount reserved by Adyen on the CUSTOMERs bank card shall be withdrawn and the invoice prepared by MILA.

ii) Invoicing

Once the SERVICE is accepted by the CUSTOMER at the end of PROVISION of the SERVICE (signature of notice of acceptance of the service

through the PROVIDER's terminal) and the amount reserved by Adyen on the CUSTOMER's bank card withdrawn, MILA shall, on behalf of and for the account of the FRIEND PROVIDER, prepare the invoice corresponding to the SERVICE provided based on the information supplied by the FRIEND PROVIDER through the application, and shall email it to the CUSTOMER. It should be noted that the issue of the invoice by MILA on behalf of and for the account of the FRIEND PROVIDER does not result in MILA becoming a party to the contract concluded into between the CUSTOMER and the FRIEND PROVIDER. MILA shall not accept any liability for any errors in said invoices. Complaints in connection with invoices must be resolved exclusively and directly between the CUSTOMER and the FRIEND PROVIDER.

b) CUSTOMERs choice of a PRO PROVIDER

i) Price of PROVISION OF SERVICE, payment methods and late penalties.

The price of the PROVISION of the service made by a PRO PROVIDER on behalf of MILA shall be established directly by MILA. The price is fixed and definitive.

The CUSTOMER is expressly informed and agrees that payment of the price of PROVISION of the SERVICE shall be made through the payment service provider Adyen as follows.

- When the CUSTOMER makes a SERVICE request, the CUSTOMER must provide its payment information (bank card number, last name and first name of holder, expiry date and security code);
- Once the SERVICE request is accepted by the PRO PROVIDER, the amount equal to the price of PROVISION of the SERVICE shall be reserved by Adyen on the CUSTOMERs bank card;
- Once the SERVICE is accepted by the CUSTOMER at the end of PROVISION of the SERVICE (signature of notice of acceptance of the service through the PRO PROVIDERs terminal), the amount reserved by Adyen on the CUSTOMERs bank card shall be withdrawn and the invoice prepared by MILA.

The CUSTOMER explicitly acknowledges that the SERVICE request results in an obligation to pay the price for PROVISION of the SERVICE.

In the event that the SERVICE PROVISION price that is reserved by Adyen on the CUSTOMERs bank card cannot be withdrawn, MILA shall send a reminder to the CUSTOMER. Mila shall be authorised to invoice reminder costs of up to EUR 20 for all reminders.

Once the SERVICE is accepted by the CUSTOMER at the end of PROVISION of the SERVICE (signature of notice of acceptance of the service through the PROVIDER's terminal) and the amount reserved by Adyen on the CUSTOMER's bank card withdrawn, MILA shall prepare the invoice corresponding to the SERVICE provided and shall send it to the CUSTOMER by email.

9. Cancellation of the SERVICE request and right of withdrawal

After sending its SERVICE request through the MILA PLATFORM and up until any agreement is reached with the FRIEND PROVIDER or with MILA regarding the terms under which the SERVICE is to be provided, the CUSTOMER shall have the option of cancelling his request at no charge by clicking on the link provided for this purpose in the order summary he has been sent. MILA shall also inform the CUSTOMER that it has a right of withdrawal which it can exercise within a period of fourteen (14) days from conclusion of

the contract for the provision of services with a FRIEND PROVIDER or with MILA when a service is provided by a PRO PROVIDER. The day on which the contract is concluded is not counted in the aforementioned period. The period shall start to run at the beginning of the first hour of the first day and shall end on the expiry of the last hour of the last day of the period. If said period expires on a Saturday, Sunday or public holiday or non-working day, it shall be extended until the first subsequent business day.

To the extent that the SERVICES offered by the SERVICE PROVIDERS on the MILA PLATFORM are intended to be provided as quickly as possible to the CUSTOMER, the CUSTOMER shall have the option when its request for SERVICES is registered on the MILA PLATFORM to state that it wishes the SERVICE to be provided before the end of the legal withdrawal period of fourteen (14) days, and that it thus waives its right of withdrawal once the SERVICE has been provided in full. As a result, the CUSTOMER can no longer exercise its right of withdrawal once PROVISION of the SERVICE has been fully implemented before the end of the withdrawal period.

A CUSTOMER who exercises its right of withdrawal under the aforementioned option – i.e. in a service contract implementation of which commenced, at its request, prior to expiry of the 14-day period, shall pay the FRIEND PROVIDER, or MILA if a service is provided by a PRO PROVIDER, an amount corresponding to the service provided up until notification of its decision to withdraw; said amount shall be prorated based on the total price of PROVISION OF THE SERVICE agreed in the contract.

If the CUSTOMER does not choose this option, the SERVICE PROVIDER cannot start to implement the SERVICE requested by the CUSTOMER before the end of the fourteen (14) day period commencing on the date of the agreement between the FRIEND PROVIDER and the CUSTOMER, or between MILA and the CUSTOMER if a service is provided by a PRO PROVIDER.

A CUSTOMER who wishes to withdraw before the service is implemented must notify MILA thereof in a clear statement expressing its intent to withdraw by clicking on the link provided for this purpose in the order summary it has been sent. MILA shall send the CUSTOMER an acknowledgment of receipt of its declaration of withdrawal. If the SERVICE is to be provided by a FRIEND PROVIDER, the CUSTOMER must also ensure that it notifies the FRIEND PROVIDER using the contact details which it has been sent.

The SERVICE PROVIDER also has the option of cancelling PROVISION of the SERVICE provided it informs the CUSTOMER, using the contact details it has been sent, no later than two (2) hours before it is implemented. In this event, the PROVIDER cannot claim payment of the price of the SERVICE to be provided.

If the SERVICE PROVIDER cancels the contract, MILA agrees to use its best endeavours to put the CUSTOMER in contact with another SERVICE PROVIDER as quickly as possible.

10. MILAs liability

a) CUSTOMERs choice of a FRIEND PROVIDER

MILA is only involved as the operator of the MILA PLATFORM which is used to connect CUSTOMERS and FRIEND PROVIDERS and it cannot therefore be held liable for the conclusion, content and implementation of contracts between FRIEND PROVIDERS and CUSTOMERS.

MILA is not itself party to contracts between FRIEND PROVIDERS and CUSTOMERS for SERVICES and does not conclude them even as a representative of one of the contracting parties.

In addition, MILA shall be under no obligation to verify the accuracy and quality of the information provided by the FRIEND PROVIDER in its profile, the FRIEND PROVIDER being solely liable for the content it publishes in its PROFILE. MILA expressly emphasizes that, according to the information they themselves provide, FRIENDS who are registered as SERVICE PROVIDERS on the MILA PLATFORM have the experience mentioned in their PROFILE but do not necessarily have corresponding training. The CUSTOMER should

consequently assign to FRIENDS only simple tasks which can be performed by experienced users (even without formal training). Activities for which a formal certificate of capacity must be provided (such as electrical or gas installations) can only be assigned by the CUSTOMER to PROS with professional experience in the area.

If the CUSTOMER considers that the SERVICE has not been correctly implemented or if it has suffered loss or damage caused by the FRIEND PROVIDER, it can only assert claims in this regard against the PROVIDER in question.

Neither MILA nor the relevant MILA PARTNER have any liability and/or indemnification obligation in this regard.

MILA acknowledges that its liability cannot be excluded or limited in the event of loss or damage caused by negligence, a false statement, fraud or wilful intent by MILA. Notwithstanding this, except for these cases, any action against MILA for compensation shall be limited under the terms of this article. MILA's obligation shall be limited to providing the MILA PLATFORM and maintaining it under the General Terms and Conditions of Use.

Events beyond our control: no party shall be liable to the other for delay or non-performance of its obligations hereunder if the said delay or non-performance is beyond its control, including but not limited to the following events: natural disaster, government decree, war, fire, flood, explosion or popular uprisings.

b) CUSTOMER'S choice of a PRO PROVIDER

MILA shall be automatically liable to the CUSTOMER for proper performance of the obligations resulting from a contract concluded remotely, without prejudice to the right of recourse of MILA against PRO PROVIDERS.

MILA may be exempt from all or part of its liability by providing evidence that the non-performance or poor performance of the contract is due either to the CUSTOMER, or to an unforeseeable and insurmountable fact caused by a third party to the contract, or to an event of force majeure.

c) Availability of the MILA PLATFORM and links to third-party sites

There can be no warranty that the MILA PLATFORM will be continuously available and free from any malfunction. In this regard, MILA shall be under an obligation to use its best efforts concerning the accessibility of the MILA PLATFORM. MILA reserves the right to modify or suspend access to the MILA PLATFORM at any time without prior notice, particularly for technical or organisational reasons, and the CUSTOMERS expressly agree thereto by agreeing to these Terms and Conditions of Use. MILA can consequently

not be held liable in the event that all or some access to the MILA PLATFORM is temporarily or completely unavailable.

In the event that the MILA PLATFORM contains links to other sites, it should be noted that MILA has no control over the content of those sites, their legality, veracity, relevance or access, and cannot therefore be held liable in this regard.

11. Declarations and undertakings of the CUSTOMER

Any use of the MILA PLATFORM which ultimately results in the conclusion of a contract between the CUSTOMER and the SERVICE FRIEND PROVIDER or between the CUSTOMER and MILA, when a SERVICE is provided by a SERVICE PROVIDER PRO, is contingent on the contractual capacity of the parties (capacity to perform legal transactions). The MILA PLATFORM can therefore only be used by persons who have contractual capacity.

The CUSTOMER therefore states under his own sole responsibility that:

- He has full legal capacity to perform any commercial transaction,
- If he is a natural person, he has reached the age of 18,
- If it is a legal entity, it is validly represented by an executive body duly authorised to issue a request for SERVICES.

It should be noted that MILA is not able to verify the CUSTOMERs capacity to contract and that it refuses to accept any liability or furnish any warranty in the event that the CUSTOMER lacks contractual capacity.

The MILA PLATFORM cannot be used for purposes which contravene the General Terms and Conditions of Use or are otherwise illegal or immoral. The CUSTOMER agrees to use the MILA PLATFORM only for purposes of SERVICE requests, without harming the interests of MILA or third parties.

The CUSTOMER acknowledges that he has the requisite competence and means to access and use the MILA PLATFORM; he also acknowledges that he has verified that the IT configuration used does not contain any virus and that it is operational.

Since the CUSTOMER has been connected with a SERVICE PROVIDER through the MILA PLATFORM for the supply of SERVICES, the CUSTOMER agrees not to enter into future agreements directly with the same SERVICE PROVIDER for the supply of similar SERVICES without going through the MILA PLATFORM, for a period of one (1) year. If a SERVICE PROVIDER contacts the CUSTOMER directly for a new PROVISION of services without going through the MILA PLATFORM, the CUSTOMER undertakes to immediately inform MILA thereof.

If the CUSTOMER refuses to provide this information, if it provides misinformation or if it otherwise contravenes the above provision, it shall be liable to MILA for the resulting loss or damage.

The CUSTOMER undertakes to use the SERVICES strictly for its personal purposes. It consequently agrees not to in any way sell, assign or transfer any or all of its rights or obligations hereunder to a third party.

The CUSTOMER agrees to provide MILA with all information required to properly connect it with a SERVICE PROVIDER. It undertakes that this information is accurate, up to date, truthful and not misleading.

12. Independence of the parties

None of the parties may make a commitment on behalf of the other. Each of the parties shall remain solely liable for his own actions, allegations, commitments and personnel.

The SERVICE PROVIDER shall under no circumstances be an employee of MILA or of the MILA PARTNERS.

13. Online opinion

MILA provides an online tool enabling CUSTOMERS to give their opinion of the SERVICE PROVIDER and performance of the SERVICE provided.

Any unjustified opinion shall be dealt with in an objection procedure. The issue of a CUSTOMER's opinion shall be subject to the "[Fair Use Policies](#)". The CUSTOMER states that it acknowledges that these opinions must always be made objectively without any insulting or hurtful wording

and must be accurate in terms of the facts stated. Any breaches of these provisions may result not only in the CUSTOMER having its right to use the MILA PLATFORM cancelled but may also give rise to criminal or civil prosecution by the SERVICE PROVIDER concerned. The CUSTOMERS opinions are not checked in advance by MILA, which shall not be liable therefor in any way.

By submitting an opinion through the MILA PLATFORM, the CUSTOMER automatically consents to it being sent to the relevant SERVICE PROVIDER and published on the MILA PLATFORM with mention of the CUSTOMERS name, possibly abbreviated.

The CUSTOMER is also informed and expressly agrees that the SERVICE PROVIDER with which it is connected may also submit to MILA an opinion of the CUSTOMER and the manner in which the PROVISION of the service proceeded. It should, however, be pointed out that this opinion shall not be publicly put online on the MILA PLATFORM.

Quite separate from these opinions, MILA shall be authorised to request information from CUSTOMERS and SERVICE PROVIDERS about the manner in which the SERVICE was provided.

14. IT and freedoms

As part of the MILA PLATFORM, MILA processes the personal data collected from the CUSTOMER. The information relating to the said processing is available [here](#)

15. Intellectual property

MILA is a registered trademark and the exclusive property of MILA.

The content of the MILA PLATFORM, specifically including the texts, trademarks, photographs, videos, software and programmes, music, graphic layout, logos and databases put online by MILA, are its exclusive property.

Any reproduction and/or representation, regardless of whether it is complete or partial, of an industrial or intellectual property right of MILA, without the latter's express authorisation, shall constitute piracy.

16. Agreement in relation to proof

All emails exchanged between MILA and the CUSTOMER have probative value and are therefore enforceable against it.

The computerised registers kept in MILA's IT systems shall be deemed to be evidence of the communications, exchanges, and registration of requests for SERVICES.

17. Severability

If one provision of this contract is deemed to be illegal or inapplicable, the other provisions shall continue to be fully enforceable.

18. Amendments of the General Terms and Conditions of Use

MILA reserves the right to amend these General Terms and Conditions of Use at its sole discretion at any time, without limit or restriction, in whole or in part, including the Annexes. The CUSTOMER shall in all cases be obligated to read and accept these General Terms and Conditions of Use before sending any SERVICE request through the MILA PLATFORM.

19. Applicable law – Jurisdiction - Disputes

This Agreement shall be subject to French law. The French courts shall have jurisdiction for any dispute resulting from or connected with use of the MILA PLATFORM.

Special provisions in the event of the CUSTOMER choosing a PRO PROVIDER:

The CUSTOMER shall also have the option of using a consumer mediator under the conditions provided in Title I of Book VI of the French Consumer Code.

The CUSTOMER may also access the platform of the European Commission for online dispute resolution by clicking on the following link:

<https://webgate.ec.europa.eu/odr/main/?event=main.adr.show>.

20. Entry into force

These General Terms and Conditions came into force on 17 June 2017.