



## Terms and Conditions of Use - Vita

### KEY PRINCIPLES

These terms and conditions ("Terms") apply to Vita's mobile applications and/or websites. The App(s)/Website(s) Services allow you to request services from Professionals or directly from Vita. These services are provided or made available under the Vita brand. For more information, please visit this page.

For Professional Services, you are bound by a contract directly with the Professionals and Vita acts as a technology intermediation platform to enable you to request and receive these services. With regard to the services provided by Professionals working in the home services sector and using Vita's websites/applications, Vita, in its capacity as a booking centre, guarantees their proper performance under the conditions set out in these Conditions.

For the Services Provided by Vita, you may be asked to agree to separate terms that govern your use of those services.

Please read these Terms carefully. It includes information about the services and your rights, as well as other important information.

### ABOUT US

We are Vita, a limited liability company based in Paris, France. You can contact us on **Contact@boardvita.com**.

### DEFINITIONS

The "Community Charter" sets out the expectations of all users of the App(s)/Website(s). The latest version of the Community Charter is available on the website. The version of the Community Guidelines that applies to you is the version in effect on the day you agree to these Terms.

"Professionals" are independent third parties, including home service providers, who use Vita's mobile applications and/or websites.

"Professional Services" include, but are not limited to, services in the field of home services, such as hairdressing, massage, photography, etc., provided to you by Independent Professionals. These services are made available to you through the App(s)/Website(s) Services, as defined below.

"Vita" means Vita SA or one of its subsidiaries or affiliates ("we", "us" or "our").

"Vita Marks" means the Vita Marks.

"Services Provided by Vita" means the services provided to you directly by Vita and which may be subject to separate terms. These services may include, in particular, booking services and putting you in touch with Professionals.

"Vita Names, Trademarks, or Works" means the company names, logos, product or service names, product marks, service marks, trade dress, other proprietary marks, or copyrights of Vita or its licensor.

## CONDITIONS

### 1. Summary

1.1. These terms and conditions govern your use of Vita's mobile applications and/or websites (the "Terms"). You must carefully read and accept these Terms before creating your customer account via Vita's mobile applications and/or websites, the creation of a customer account being a mandatory prerequisite to be able to request the Services Provided by Vita or the Professional Services. Your acceptance of these Terms establishes a contractual relationship between you and Vita. These Terms expressly supersede any prior agreements or arrangements between you and Vita regarding the App(s)/Website(s) Services (as defined below).

1.2. These Terms apply to the extent that they do not conflict with the Terms of Use and Additional Terms that apply specifically to Vita's mobile applications and/or websites. You will be asked to agree to these types of terms separately.

1.3. Vita acts as an intermediation technology platform for the Professional Services and as a service provider for the Services Provided by Vita (see Article 4 below). As soon as the Professional Services are accessible via Vita's mobile applications and/or websites, Vita ensures, under the conditions set out in Article 14 hereof, the proper performance of the said Professional Services by the Professionals.

### 2. Services App(s)/Site(s) Web

2.1. The services provided to you by Vita include:

2.1.1. Access to and use of Vita's mobile applications and/or websites that allow you to request and receive Professional Services and/or Services Provided by Vita.

2.1.2. Payment collection and processing services (including issuing invoices and receipts on behalf of Professionals) that allow us to invoice and remit monies paid to the Professionals' bank account for Professional Services or to Vita's bank account for the Services Provided by Vita (Vita may have these services provided on its behalf by affiliates or third parties) (collectively the "App(s)/Website(s) Services").

2.2. These Terms govern your use of the App(s)/Website(s) Services in France.

2.3. Vita's applications and/or websites will be made available to you under various Vita Brands.

2.4. Unless otherwise agreed in writing, the App(s)/Website(s) Services are made available to you solely for your personal, non-commercial use.

2.5. You may request and receive Professional Services or Services Provided by Vita through Vita's mobile applications and/or websites.

### 3. Professional Services

3.1. For the Professional Services, Vita acts as a technological platform for intermediation between you and the Professionals to provide you with the Professional Services. Vita does not provide the Professional Services. All Professionals are independent third-party contractors, trading companies or other types of businesses and are not employed by Vita.

3.2. When you are connected, online and in close proximity to Professionals who are also connected to Vita's mobile applications and/or websites, you will receive information about the Professional Services through Vita's mobile applications and/or websites before you decide to make a request.

3.3. To the extent permitted by law, Professionals (for Professional Services) and Vita (for Services Provided by Vita) are free to decide whether to accept or reject a request.

3.4. For certain Professional Services, you may be required to agree to separate terms and conditions before using such Professional Services.

3.5. You may be asked to rate the Professional whose services you have requested. The Professional. Professionals will see the rating in Vita's apps and/or websites and this rating will be publicly visible on their Vita profile. For more information about ratings, please see our Community Charter.

### 4. Services Provided by Vita

For the Services Provided by Vita, Vita acts as a service provider. The specific terms and conditions governing the Services Provided by Vita will be set forth in additional terms or in a separate agreement.

### 5. Use of App(s)/Website(s) Services

5.1. Vita's mobile applications and/or websites can be downloaded or accessed on most modern mobile devices with an internet connection and equipped with popular operating systems such as Android or iOS.

5.2. You are responsible for obtaining access to the network necessary for the use of the App(s)/Website(s) Services and you are responsible for all tariffs and charges of your mobile network provider, including for data relating to the use of the mobile applications and/or Vita websites. You are also responsible for accessing compatible devices and operating systems necessary for the use of the App(s)/Website(s) Services, including software or hardware updates.

5.3. In order to use the App(s)/Website(s) Services, you must register in the mobile applications and/or on the Vita websites and create an account. At the time of registration, you must be eighteen (18) years of age or the age of legal majority in the country where you are registering if it is not eighteen (18) years of age, unless the terms governing the specific Professional Service or the Service Provided by Vita impose different age requirements.

5.4. You must provide us with certain personal information to register, including your telephone number and email address. To use the App(s)/Website(s) Services, the Services Provided by Vita, or certain Professional Services, you may be required to provide at least one valid payment method (credit card, debit card, or other accepted payment method). You may be required to provide information, such as your address and additional documents before using certain Services Provided by Vita or certain Professional Services.

5.5. You are not obliged to log in to or use Vita's mobile applications and/or websites, nor are Professionals. If you choose to stop using Vita's mobile applications and/or websites, you may do so without notifying us.

5.6. We may temporarily restrict your access to and use of the App(s)/Website(s) Services in the event of serious indications of a breach of your obligations under sections 5 "Use of App(s)/Website Services", 7 "Your Obligations", 8 "Fees and Payment", 11 "Intellectual Property", contained in these Terms, including when we receive a claim related to a fraudulent act, for the period necessary to verify the information relating to the alleged breach of the said obligations, which shall not exceed three (3) months. Vita will inform you that a complaint is pending and, if applicable, that your access to and use of the App(s)/Website(s) Services is temporarily restricted – except in the event that Vita cannot lawfully communicate this information to you (e.g. in the context of a police investigation or judicial investigation). Vita will also notify you when these restrictions are canceled.

## 6. Recommendation Systems

When you use the App(s)/Website(s) Services, we may make recommendations to you regarding certain Third-Party Services and/or Services Provided by Vita that we believe are relevant and likely to be of interest to you. These recommendations may relate to professionals (e.g. specialists in a particular field), services (e.g. consultations, training), or products (e.g. well-being tools). The recommendations you receive depend on several factors, the main ones being the following:

6.1. History and preferences: Recommendations take into account your usage history and the preferences we infer from them (e.g., the types of services you have previously researched or used). If you have a limited history, we can recommend popular or trend-based options.

6.2. Location: Your location or the address provided for certain services allows us to recommend nearby professionals or services to meet your needs more effectively.

6.3. Previous experience: Your feedback and ratings on previously used services may influence the recommendations you receive. For example, if you've left positive reviews for a certain type of service, we're more likely to recommend similar services in the future.

6.4. Contextual factors: Recommendations may vary depending on the time of day and day of the week, as these factors may influence the relevance of the services offered. For example, event-related services or consultations may be recommended based on periods of high demand.

## 7. Your obligations

7.1. When using the App(s)/Website(s) Services, you must comply with all applicable legislation. You may only use the App(s)/Website(s) Services for lawful purposes and in accordance with their purpose as described in these Terms. You must avoid any misuse or fraudulent use of Vita's

mobile applications and/or websites. For more information on what's expected of you, please see our Community Charter.

7.2. You must provide accurate and complete information when registering your account and while using the App(s)/Website(s) Services.

7.3. Your account is personal and may not be rented or shared unless expressly authorized by Vita. You must not:

Create more than one account unless otherwise agreed to in writing by us;

Authorizing third parties to use your account or transferring your account to a third-party.

Disclose your confidential login information;

Notify us immediately if you suspect that someone else is using your account.

7.4. You will be responsible for paying all fees associated with Third Party Services or Services Provided by Vita requested through your account, except in cases of force majeure or our failure to comply with our security obligations. In the event of theft of a bank card or bank data, you must immediately inform your banking institution.

7.5. You must ensure that your use of the App(s)/Website(s) Services does not cause harm, nuisance or property damage to Vita, professionals or any other person.

## 8. Fees and Payment

### 8.1. App(s)/Website(s) Services Fees

8.1.1. You will not be charged for the use of the App(s)/Website(s) Services. Subject to your prior and express consent, we reserve the right to introduce user fees. If you do not agree, you will no longer be able to access the App(s)/Website(s) Services.

8.1.2. For certain purchases of services through Vita's apps or website, you will be charged for the use of the App(s)/Website(s) Services. The amount of this price will be announced to you before completing your purchase.

8.1.3. Specific features on Vita's applications and/or websites may be offered to you and invoiced to you subject to your prior and express consent. If you do not agree, you will not be able to access these specific features.

### 8.2. Fees related to Third-Party Services and Services Provided by Vita

8.2.1. By requesting a service through the Vita Apps or website, you agree to pay the applicable fees associated with that service. You will be responsible for all charges related to your account as described above. Professionals have the freedom to set the price of the service according to their choice.

8.2.2. Depending on the service used and the place where it is provided, the total amount of the fee may be calculated and displayed before confirming your request. An estimate of these costs can also be displayed for information purposes.

8.2.3. You may be charged additional fees or penalties for specific reasons such as misuse of the Services, or for repair or cleaning costs.

8.2.4. You may ask the Trader to charge a lower fee for the Services provided. The professional or Vita, if authorized, will respond to this request depending on the situation.

8.2.5. If the services cannot be provided due to your act or inaction, after an unsuccessful attempt at contact, you may be charged all associated costs, unless you justify otherwise.

8.2.6. After the provision of the services, an invoice may be issued directly or in the name of the professional. This invoice will include VAT, where applicable.

### 8.3. General

8.3.1. For more information on fees, penalties and additional charges specific to each service, please see the support section in the Vita apps and/or websites.

8.3.2. The fees may be changed, and such changes will apply to you subject to your prior consent. If you do not agree, you will no longer be able to use the App(s)/Website(s) Services.

8.3.3. Fees do not include gratuities. You can leave tips directly or via Vita's apps and/or websites. We will collect tips and give them to the recipients.

8.3.4. All fees are due immediately after the request and will be paid by the payment method linked to your account. A receipt will be sent by email after payment. If your primary payment method is unavailable, a secondary payment method will be used if available. If no payment method is available, we will continue to attempt to recover the payment.

8.3.5. Fees are inclusive of all taxes, including VAT.

### 9. Annulation

9.1. Except as otherwise set out below and with the exception of non-perishable items, in some cases you do not have the right to cancel the request for Third Party Services and Services Provided by Vita once it has been accepted. However, for certain Third-Party Services, Vita or the Third-Party Provider may allow you to cancel the request, but you may be charged a cancellation fee.

9.2. See the Cancellation Policy on Vita. If you purchase a non-perishable item from a Third-Party Provider, you may exercise your right to withdraw from the order with that Third-Party Provider.

### 10. License

Subject to your compliance with these Terms, we grant you a personal, worldwide, non-exclusive, non-transferable, revocable and non-sublicensable license to install and/or use the Vita mobile applications and/or websites on your device, for your sole use and solely to enable you to access and use the information made available through the Vita mobile applications and/or websites. All rights not expressly granted herein are reserved by Vita and Vita's licensors.

### 11. Intellectual Property

We reserve all rights not expressly granted in these Terms. Our App(s)/Website(s) Services, devices, and all data collected through Vita's mobile applications and/or websites (including all intellectual property rights in any of the foregoing) are and shall remain our property or the

property of our licensors. You may not do (and may not permit anyone else to do) any of the following: (a) license, sublicense, copy, modify, distribute, create, sell, resell, assign, or lease any portion of the Vita Mobile Applications and/or Websites; (b) reverse engineer or attempt to extract the source code of Vita's mobile applications and/or websites, except as permitted by law; (c) launch or cause to be run any program or script for the purpose of retrieving, indexing, studying or extracting data from any part of the mobile applications and/or websites or Vita data; (d) use, display, or manipulate any Vita Name, Mark, or Work for any purpose other than the use of Vita's mobile applications and/or services; (e) create or register (i) companies, (ii) URLs, (iii) domain names, (iv) names or titles of software applications, or (v) social media handles or profiles that contain Vita's Names, Trademarks, or Works or any similar or confusing trademarks, names, titles, or works; (f) use any Vita Names, Trademarks, or Works as an image or wallpaper for your social media profile; (g) purchase keywords (including Google AdWords) that contain Vita Names, Trademarks or Works; or (h) request to register, reference, use, copy and/or claim ownership of Vita's Names, Trademarks or Works or any other similar or confusingly similar name, trademark, title or work, in any manner and for any purpose, alone or in combination with other letters, punctuations, words, symbols, drawings, and/or other creative works, except as permitted by the limited license granted above.

## 12. Personal data

We collect, use, and disclose information from or about you as described in our Privacy Statement. Additional privacy statements may apply, including those of third-party controllers, for the Services Provided by Vita or the Third-Party Services.

## 13. Your Responsibilities

You are responsible for any damages resulting from your violation of these Terms, your misuse of the App(s)/Website(s) Services, or your violation of any legal provision or the rights of a third party. It is your responsibility to make and store the copies of the data available on your account that are necessary for you (e.g. invoices).

## 14. No Liability

The App(s)/Website(s) Services may be subject to limitations, delays and/or other problems due to the use of the internet and electronic communications provided by a third-party provider, the unforeseeable and insurmountable act of a third party or the occurrence of a force majeure event. The App(s)/Website(s) Services may be subject to interruptions as part of maintenance that may impact your use of the services and for which you will be informed if necessary.

## 15. Limitation of Liability

15.1. Nothing in these Terms limits or excludes liability for death or personal injury caused by fault and liability for fraud or modifies your rights as a consumer.

15.2. If you are acting as a consumer, you cannot be contractually held liable for damages that are unforeseeable on the day of conclusion of the contract, related to the use of the App(s)/Website(s) Services.

15.3. For all users of the App(s)/Website(s) Services who are not acting in a consumer capacity, we shall not be liable for indirect damages, including: (i) loss of profits; (ii) loss of turnover; (iii) loss of agreements or contracts; (iv) loss of expected savings; (v) loss of data or information and (vi) loss of goodwill.

15.4. We are not liable for delays or failures in performance resulting from force majeure.

15.5. For users of the App(s)/Website(s) Services who are not acting in a consumer capacity, our total liability to you for the use of the Vita mobile applications and/or websites (notwithstanding any other agreement between us in which the liability provisions are governed by a separate agreement) will be limited to five hundred euros (€500). We further disclaim all warranties and disclaim all liability for any act or omission by you or any third party.

15.6. Vita undertakes to the consumer for the proper performance of the App(s)/Website(s) Services. The Third-Party Service Provider is required to comply with the obligations arising from the provision of Third-Party Services and in particular the quality of the services (quality, adequacy). The consumer user is reminded that with regard to Third-Party Services, he or she enters into a contract directly with the Third-Party Service Provider.

15.7. With regard to the transport services provided by Third-Party Service Providers operating in the private public transport sector and using Vita's mobile applications and/or websites, Vita undertakes jointly and severally with the Third-Party Service Provider to ensure the proper performance of the obligations resulting from the transport service provided in France following a booking made through the App(s)/Website(s) Services under the conditions set out in the Title IV of the Transport Code relating to networking activities. It is also recalled in this respect that Vita does not provide transport services but rather so-called "reservation centre" services within the meaning of the applicable French law.

15.8. Vita shall not be held liable in whole or in part in the event of non-performance or poor performance of the services if such non-performance or poor performance is attributable to you, or when such non-performance or poor performance results from an unforeseeable and insurmountable act of a third party unrelated to the provision of the services, or in the event of force majeure.

## 16. Termination

16.1. You are free at any time to use the App(s)/Website(s) Services (if any) and you may terminate these Terms and the App(s)/Website(s) Services by closing your account.

16.2. We may terminate these Terms and your access to the App(s)/Website(s) Services by prior written notice and within a reasonable period of time if you fail to comply with your obligations under Sections 5 "Use of App(s)/Website Services", 7 "Your Obligations", 8 "Fees and Payment", 9 "Intellectual Property" hereof. For imperative security reasons relating to the protection of users of the App(s)/Website(s) Services, and in particular following a criminal complaint communicated to us or in the event of a misdemeanor or proven crime or in the event of suspicion of crimes or misdemeanours, we may terminate these Terms and your access to the App(s)/Website(s) Services with immediate effect.

16.3. You may, upon receipt of the notification, contact us in order to formulate your observations and complaints. In the event that you provide proof that the breach of your obligations is the result of a third party meeting the criteria of force majeure or a case of force majeure, Vita will reinstate your access to the App(s)/Website(s) Services.

16.4. Vita may terminate these Terms or discontinue the App(s)/Website(s) Services for a period that will not exceed the time necessary to verify the information relating to the breaches, in the



event of a violation of the law, these Terms and Conditions or the Community Charter, by notifying you in advance in writing within a reasonable period of time.

16.5. If we are unable to charge the payment method you have indicated to us for the fees you owe us, we will notify you immediately in writing and may suspend or terminate your access to the App(s)/Website(s) Services until payment is made. You may, upon receipt of the information relating to the suspension or deletion of your access to the App(s)/Website(s) Services, contact us in order to update your payment information or to make your observations and justifications so that we may, in the event that you provide proof that the failure to comply with your payment obligation is the result of a third party presenting the criteria of force majeure or a case of force majeure, and pay any amounts due, restore your access to the App(s)/Website(s) Services.

16.6. You must promptly pay all remaining unpaid fees due to the Third-Party Providers or Vita upon termination. Such fees shall be due notwithstanding the termination hereof and we reserve the right to continue payment thereof after termination.

#### General

17.1. Vita reserves the right to modify these Terms. We will notify you of such changes by email before they become effective within a reasonable period of time. You will be bound by such changes once you have accepted them in the mobile applications and/or on the Vita websites and/or by email, as applicable. If you do not agree with these changes, you are free to close your account in accordance with clause 16.1.

17.2. In the event that any provision of these Terms and Conditions is invalid, it is the intention of the parties that the remaining provisions of the General Terms and Conditions shall remain in force. If you use the App(s)/Website(s) Services as a consumer, the validity and enforceability of the other clauses of these Terms will be decided by the judge who ruled on the nullity of said clause, in the event of the nullity of a clause of these Terms, if applicable. Any invalid, illegal or unenforceable clause will be deemed deleted.

17.3. We may assign, subcontract or transfer these Terms or any of our rights or obligations under them, in whole or in part, without your prior consent, provided that this does not reduce your rights under these Terms or by law. You may not assign, subcontract or transfer these Terms or any of our rights or obligations, in whole or in part, as your use of Vita's mobile applications and/or websites is personal, unless otherwise agreed.

17.4. These Terms, together with any additional agreements relating to the provision of the App(s)/Website(s) Services, constitute our entire agreement with you and supersede all prior agreements relating to your access to and use of the App(s)/Website(s) Services.

17.5. You may be required to agree to additional terms to access or use the App(s)/Website(s) Services. In the event of a conflict between these Terms and a separate agreement, the separate agreement shall govern, unless otherwise provided in the separate agreement.

17.6. No third-party benefits from these Terms, except as provided in these Terms.

#### 18. Report content

If you use the Vita Services, you may report any content posted on the Vita mobile application and/or website that you believe to be illegal using the dedicated online form, accessible via the Vita help page. We will inform you in writing as soon as possible of the receipt of your report and the decision taken on it. If you wish, you may lodge a complaint against this decision by replying

directly to the written notification of such decision, which we will communicate to you via the Vita help page.

#### Dispute settlement procedure

19.1. Vita offers you a customer service that allows you to deal with the bulk of your questions or requests relating to the use of the App(s)/Website(s) Services. However, the distance selling contract for Third-Party Services is between the Third-Party Provider and you directly.

Accordingly, any dispute regarding Third-Party Services will be settled directly between the Third-Party Provider and you.

19.2. Vita may make available to users acting as consumers a mediation system for consumer disputes related to the App(s)/Website(s) Services or these Terms with a view to their amicable resolution. In accordance with the Consumer Code, for any dispute of a contractual nature relating to the use of the App(s)/Website(s) Services in France that could not be resolved in the context of a complaint previously submitted to Vita's customer service, the consumer may, without this mediation procedure being a mandatory prerequisite for the exercise of a legal action, use the following mediator free of charge: Association Nationale des Médiateurs (ANM), whom they must contact either by sending a letter to the following address: 62 rue Tiquetonne - 75002 Paris - France, or by email by filling in the online referral form available at the following address: <https://www.anm-conso.com>. Eligible consumers may also submit complaints about our Services or these Terms to the European Commission's online dispute resolution platform accessible here in accordance with Regulation (EU) No. 524/2013 of 21 May 2013. Vita does not undertake to use an online dispute resolution platform to resolve consumer disputes.

#### Applicable law and jurisdiction

These Terms shall be exclusively governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of law rules, unless, if you are a resident of the EU, the consumer protection regulations of your country of residence contain provisions more advantageous to you, in which case such provisions shall apply. The Vienna Convention on the International Sale of Goods of 1980 (CISG) is not applicable. You may bring legal action relating to the Services in a court of competent jurisdiction in the Netherlands. If you are a resident of the EU, you may also bring legal action relating to the Services in the competent court of your country of residence. If you are a resident of the EU, we can only bring legal action against you in your country of residence, unless you are acting as a professional, in which case you agree to submit to the exclusive jurisdiction of the Dutch courts.

By agreeing to these Terms, you agree to be bound by them.