

TERMS AND CONDITIONS

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Preamble and General Definitions

This document is produced in the context of the activity of Phenomen'âme, a limited liability company (EURL) with a capital of €1,000, registered at 58 Rue de Monceau, 75008 Paris, with SIREN number 929 422 855 and SIRET number 929 422 855 00015, represented by Sophie Petithomme in her capacity as CEO.

Here are some definitions of terms used in the context of this activity:

- <u>Image consulting</u>: Recommendations and styling strategies in image and communication for individuals and professionnals by the consultant, based on the client's colorimetry, morphology, personality, and style & communication objectives for a coherent, aligned and impactful image.
- <u>User</u>: Any person who uses the website, to consult or browse it.
- <u>Client</u>: Any person who engages the consultant's services.
- <u>Service</u>: Professional image & communication consulting for individuals and professionals provided by Sophie Petithomme.
- <u>Service provider</u>: Refers to Sophie Petithomme in her capacity as a professional image consultant.
- Consultant: Refers to Sophie Petithomme in her capacity as a professional
- <u>Consumer client</u>: Any individual who acts for purposes that are not related to their commercial, industrial, craft, professional, or agricultural activities.
- <u>Non-professional client</u>: Any legal entity that does not act for professional purposes.
- <u>Professional client</u> : Any individual or legal entity, public or private, acting for purposes within the scope of their commercial, industrial, craft, professional, or agricultural activities, including when acting on behalf of or for the account of another professional.
- <u>Goods with digital elements</u>: Any tangible movable good that integrates digital content or a digital service, or is interconnected with such content or service, in such a way that the absence of this digital content or service would prevent the good from fulfilling its functions.
- <u>Digital content</u>: Data produced and provided in digital form.
- <u>Digital service</u> : A service that enables the consumer to create, process, store, or access data in digital form, or a service that allows the sharing of or any other interaction with data in digital form that is uploaded or created by the consumer or other users of this service.
- <u>Durable medium</u>: Any tool that allows the consumer or the professional to store information personally addressed to them, so they can refer to it later for a period of time appropriate to the purposes for which the information is intended, and that enables the identical reproduction of the stored information.

- <u>Functionality</u>: The ability of a good, digital content, or digital service to perform its functions in relation to its intended purpose.
- <u>Compatibility</u>: The ability of a good, digital content, or digital service to operate with hardware or software with which goods, digital content, or digital services of the same type are normally used, without requiring the conversion of said goods, hardware, software, digital content, or digital services.
- <u>Durability</u>: The ability of a good to maintain its required functions and performance under normal use.
- P<u>ersonal data</u>: Personal data as defined in Article 4, point 1, of Regulation (EU) 2016/679 of April 27, 2016, concerning the protection of natural persons with regard to the processing of personal data and the free movement of such data.

Article 1. Preliminary Information

The prior obligation to provide information must be observed by all professionals. These general terms and conditions of sale include the mandatory provisions outlined in Articles R111-1 and following of the French Consumer Code.

The general terms and conditions of sale described below detail the rights and obligations of the Phenomen'âme consultant and her clients.

Any user of the website <u>www.phenomename.com</u> is required to regularly review the general terms and conditions of sale and to read them before making any payment. This document constitutes an adhesion contract and binds the client to the consultant once accepted.

The applicable law for these general terms and conditions of sale is exclusively French law, to the exclusion of any foreign elements that may cause a conflict of laws or international jurisdiction. Only French courts shall have jurisdiction in the event of a dispute.

In order to access the free and paid services of the consultant, you must have full legal capacity:

- Be an adult (over 18 years old) at the time of signing the contract and not be subject to any total or partial incapacity;
- Be a minor but have authorization from a legal representative at the time of signing the contract and not be subject to any total or partial incapacity;
- Be legally authorized to represent a legal entity (having a mandate) at the time of signing the contract.

The client hereby certifies that they have the appropriate electronic equipment to use the consultant's services, namely: A computer, a mouse, a camera, a microphone, headphones, a high-speed internet connection, a reliable application such as Google Chrome, an active credit card, and a Notion account.

All costs incurred by the client for the use of the consultant's services shall remain their responsibility (for example: purchase of computer equipment, internet connection, etc.).

The client acknowledges:

- that they are solely responsible for the use they make of the website <u>www.phenomename.com</u>;
- that the communication of their identification details is done at their own responsibility;
- that they are aware of the nature of the internet (technical performance, response times for querying or browsing);
- that it is their responsibility to ensure that the technical characteristics of their computer allow them to access the website <u>www.phenomename.com</u> correctly;
- that it is their responsibility to take appropriate measures to protect and back up their own data and software from potential virus contamination.

Consequently, the consultant shall not be held liable for any direct or indirect damages arising from the use of the website and/or the internet and/or viruses.

To modify or update the client's account or sensitive data, the consultant may require identity verification, in the most appropriate form.

If a failure to meet the capacity requirements or prerequisites is observed, the client or user will have their access suspended until the issue is resolved. It is therefore essential that the client or user carefully fills out the fields regarding their personal data.

These terms and conditions of sale and use are only available in French and English, for consultation and interpretation. The services offered can only be accessed in French and English by clients and users. In the case of international purchases or sales, which involve a foreign element in the person of the contracting party, the provisions of French law will remain applicable.

The client may request from the consultant a dated copy, either printed or digital, of the terms and conditions of sale applicable at the time of the order or booking.

Article 2. Independence of the Clauses and the Parties

All the clauses in these general terms and conditions of sale are independent of each other: the invalidity of one clause does not invalidate the others, which continue to have full effect. The invalidity of any clause shall not threaten the validity of the contract between the parties.



The parties agree to maintain their independence and acknowledge that this partnership does not constitute an employment contract, a shareholders' agreement, or a partnership agreement. This professional collaboration does not in any way result in a merger, demerger, or the creation of a new form of company. The partners do not acquire any titles, shares, or social stakes in each other's companies based on this contractual commitment, except in the case of specific provisions to the contrary between the parties.

Article 3. Services

The services offered by the consultant are in the field of image and communication consulting for individuals and professionals. To this end, the services are available on the <u>www.phenomename.com</u> website:

Introductory call

A 20 to 30-minute call to understand your needs and offer you a personnalized existing service or a tailor-made solution, aligned with your style & communication objectives.

INDIVIDUALS

COMPLETE IMAGE CONSULTING Approximately 18 hours, excluding options

- Getting to know the client, their style & communication goals
- Client's color analysis
- Visagism
 - Facial, eyes, eyebrows shape of the client
 - Haircut, color, and styling recommendations
 - Eyewear recommendations (optical and/or sunglasses)
 - Other accessories: Hats, caps, jewelry, headbands, scarves, etc.
 - Collars and necklines
- Morphological Styling
 - Style conversation to understand client's dressing habits
 - Clien'ts body shape analysis
 - Client's clothing style analysis
 - Personalized recommendations based on the following 7 areas: Harmonies & colors, collars & necklines, cuts & effects, fabrics & materials, patterns & prints, accessories, fragrances.
- Client's wardrobe edit: Tops, bottoms, dresses & lingerie for ladies, jackets/coats, sportswear, shoes, bags, jewelry, and other accessories, fragrances.
 - Positive selection of clothing based on client's body shape, personality, style & communication goals.

- Negative selection of clothing based on client's body shape, personality, style & communication goals.
- Client's wardrobe analysis with current and missing garments based on client's body shape, personality, style & communication goals.
- Outfit suggestions with current garments based on client's body shape, personality, style & communication goals.
- Personal shopping with in-store guidance OR sharing purchase links for missing items listed during client's wardrobe edit, based on client's style & communication goals (purchases are optional and not included in the complete image consulting fee).

<u>Options</u>

- <u>Hair Option</u>: The consultant accompanies the client to a partner hairdresser or barber. Duration to be defined based on the service chosen by the client with the partner.
- <u>Makeup Option</u>: The consultant accompanies the client to a partner makeup artist. Duration to be defined based on the service chosen by the client with the partner.
- <u>Wardrobe Organizing Option</u>: The consultant visits the client's home to categorize and optimize client's wardrobe storage space. Duration to be defined based on the size of the client's wardrobe.
- <u>Eyewear Personal Shopping Option</u>: The consultant accompanies the client for approximately 1 to 1.5 hours at the optician for selecting glasses and/or sunglasses frames (purchases optional and not included in this option).
- <u>Personal shopping In your Wardrobe Option</u>: The consultant visits the client's home for approximately 2 hours to find an outfit in client's wardrobe for a special event (reception, birthday, wedding, business trip, etc.).

<u>Objectives</u>

Understanding your strengths from head to toe and creating a powerful, radiant overall image for you.

<u>Target Audience</u>

For anyone who desires an in-depth transformation of their image for a full, radiant presence.

IN-DEPTH SERVICES

Visagism

Approximately 5 to 6 hours, excluding options

- Getting to know the client, their style & communication goals
- Client's color analysis
- Facial, eyes, eyebrows shape of the client
- Haircut, color, and styling recommendations
- Eyewear recommendations (optical and/or sunglasses)
- Other accessories: Hats, caps, jewelry, headbands, scarves, etc.
- Collars and necklines



<u>Options</u>

- <u>Hair Option</u>: The consultant accompanies the client to a partner hairdresser or barber. Duration to be defined based on the service chosen by the client with the partner.
- <u>Makeup Option</u>: The consultant accompanies the client to a partner makeup artist. Duration to be defined based on the service chosen by the client with the partner.
- <u>Eyewear Personal Shopping Option</u>: The consultant accompanies the client for approximately 1 to 1.5 hours at the optician for selecting glasses and/or sunglasses frames (purchases optional and not included in this option).

<u>Objectives</u>

- Understand your facial shape, eye shape, your seductive eye, and receive recommendations on how to enhance your face with hairstyle, accessories, collars and necklines.
- Leave with concrete information based on your goals and your facial diagnosis.

<u> Target Audience</u>

For anyone who wants to be guided in enhancing their face naturally.

Morphological Styling

Approximately 5 to 6 hours

<u>Content</u>

- Getting to know the client, their style & communication goals
- Client's color analysis
- Style conversation to understand client's dressing habits
- Client's body shape analysis
- Client's clothing style analysis
- First personalized recommendations based on the following 7 areas: Harmonies & colors, collars & necklines, cuts & effects, fabrics & materials, patterns & prints, accessories, fragrances.

<u>Objectives</u>

Understand your body shape, recognize your strengths, and learn how to balance your silhouette if needed with first personalized recommendations, based on your personality and your style & communication goals.

<u>Target Audience</u>

For anyone who wants to understand the cuts, patterns, fabrics, and colors that will best enhance them based on their body shape and style & communication goals.

Wardrobe edit

Approximately 9 to 10 hours, excluding options (duration to be specified based on wardrobe size).

- Morphological Styling
- Client's wardrobe edit: Tops, bottoms, dresses & lingerie for ladies, jackets/coats, sportswear, shoes, bags, jewelry, and other accessories, fragrances.



- Positive selection of clothing based on client's body shape, personality, style & communication goals.
- Negative selection of clothing based on client's body shape, personality, style & communication goals.
- Client's wardrobe analysis with current and missing garments based on client's body shape, personality, style & communication goals.
- Outfit suggestions with current garments based on client's body shape, personality, style & communication goals.

<u>Options</u>

- <u>Wardrobe Organizing Option</u>: The consultant visits the client's home to categorize and optimize client's wardrobe storage space. Duration to be defined based on the size of the client's wardrobe.
- <u>Personal shopping In your Wardrobe Option</u>: The consultant visits the client's home for approximately 2 hours to find an outfit in client's wardrobe for a special event (reception, birthday, wedding, business trip, etc.).

<u>Objectives</u>

Understand your wardrobe and know what suits you, what no longer fits, and why. Learn how to create outfits based on your style & communication goals with your own garments, and discover how to use your clothes in different ways.

<u>Target Audience</u>

For anyone who feels frustrated or confused in front of their wardrobe, unsure of what to wear even though their closet is full. Understand why certain items still have their tags on and who needs guidance for a better selection of future purchases.

Personal Shopping

Approximately 13 hours, excluding options

<u>Content</u>

- Wardrobe edit
- Personal shopping with in-store guidance OR sharing purchase links for missing items listed during client's wardrobe edit, based on client's style & communication goals (purchases are optional and not included in the personal shopping fee).

<u>Options</u>

- <u>Wardrobe Organizing Option</u>: The consultant visits the client's home to categorize and optimize client's wardrobe storage space. Duration to be defined based on the size of the client's wardrobe.
- <u>Personal shopping In your Wardrobe Option</u>: The consultant visits the client's home for approximately 2 hours to find an outfit in client's wardrobe for a special event (reception, birthday, wedding, business trip, etc.).

<u>Objectives</u>

- Know what you already have before making any purchases, in the interest of the planet.
- Identify what suits you, what doesn't, and understand why.

- Learn how to create outfits based on your style & communication goals with your own garments and discover how to use your clothes in different ways.
- Identify the stores that suit you best based on your personality, budget, style & communication goals and learn how to buy new clothes with guidance on colors, fabrics, and cuts that flatter you.

<u>Target Audience</u>

For anyone who wants to mentally free themselves from concerns about their image by understanding all the tips related to their color analysis, body shape, personality, style & communication goals, for a coherent, aligned, and impactful image in the eyes of others.

FOCUS

Color Analysis

Approximately 1 to 1.5 hours

Understand the colors that brighten client's face and discover client's color harmonies and symbolism.

For anyone who wants to learn how to play with colors and maintain a radiant complexion year-round.

Face and Body Accessories

Approximately 1 to 1.5 hours

ewelry, glasses, hats, caps, scarves, belts, bags. How to use accessories daily to transform an outfit.

For anyone who finds the world of accessories unfamiliar or wants to stand out and create a more original look with the use of accessories.

Lingerie for Ladies

Approximately 1 to 1.5 hours

Learn the tips for selecting underwear that will flatter client's silhouette.

For all women who no longer want to make mistakes with underwear that can completely ruin all the effort put into creating an outfit.

Sportswear

Approximately 1 to 1.5 hours

Combine performance and style by wearing technical clothing that meets the needs of client's sport (tennis, swimming, skiing, hiking, cycling...) while reflecting client's personality.

For anyone who wants to have style during their sports activities with clothing specifically designed for the sport, rather than pieces from lifestyle brands adapted for sport.

Beachwear

Approximately 1 to 1.5 hours

Learn how to enhance your figure in swimwear with beachwear outfits.

For anyone seeking guidance in creating beach outfits tailored to their color analysis, body shape, personality, style & communication goals (swimwear, hats, sunglasses, sarongs, dresses, and more for women, or shirts, polos, t-shirts, swim short lengths, hats, sunglasses, and more for men).



Travel Essentials

Approximately 2 hours

Packing essentials tailored to client's destination and activities.

Whether the client is off for a romantic getaway, a sports adventure, a relaxing retreat, or a business trip, I'll help the client prepare a streamlined and organized suitcase with outfits perfectly suited to the climate, places client will visit, and planned activities.

For anyone who struggles with what to pack and ends up adding "just in case" clothes. Travel light, stylish, and in harmony with your personal image, while having exactly what you need for every occasion.

Fragrance

Approximately 2 hours

Understand fragrance families and know what emotions the notes evoke. The scent trail of a perfume creates as much of an impact as your image. It is recommended to be visually and olfactively aligned to project a cohesive self-image.

For anyone wishing to stand out by wearing lesser-known perfumes and to identify, according to their desires, the olfactory image they project, thus feeling unique and refined.

<u>Fragrance Personal shopping Option</u>: The consultant accompanies the client for approximately 1 to 1.5 hours in a perfume store to help choose a fragrance (purchase are optional and not included in this option).

Event Personal shopping

Approximately 2 hours

Find an outfit for a special personal or professional event with a quick color analysis and body shape assessment.

In your wardrobe: Know which garments to choose from your closet for an evening, a birthday, a business trip, or an important meeting.

OR

In-store: For a special event such as a wedding, gala, charity event, public appearance, etc.

For anyone seeking guidance to save time and relieve mental load when selecting an outfit, tailored to their color analysis, body shape, personality, style & communication goals for the event.

PROFESSIONALS

PERSONAL BRANDING

Approximately 22 hours, excluding options

- Getting to know the client, their professional style & communication goals
- Client's color analysis
- Visagism
 - Facial, eyes, eyebrows client's shape
 - Haircut, color, and styling recommendations
 - Eyewear recommendations (optical and/or sunglasses)
 - Other accessories: Jewelry, headbands, scarves, etc.
 - Collars and necklines
- Morphological Styling
 - Style conversation

- Client's body shape analysis
- Client's professional style analysis
- Client's sectorial analysis
- Personalized recommendations based on the following 7 areas: Harmonies & colors, collars & necklines, cuts & effects, fabrics & materials, patterns & prints, accessories, fragrances.
- Client's professional wardrobe edit : Tops, bottoms, dresses & lingerie for ladies, jackets/coats, shoes, bags, jewelry, and other accessories, fragrances.
 - Positive selection of clothing based on client's body shape, personality, and professional style & communication goals related to client's profession.
 - Negative selection of clothing based on client's body shape, personality, and professional style & communication goals related to client's profession.
 - Client's professional wardrobe analysis with current and missing garments based on client's body shape, personality, and professional style & communication goals related to client's profession.
 - Outfit suggestions with current garments based on client's body shape, personality, and professional style & communication goals related to client's profession.
- Personal shopping with in-store guidance OR sharing purchase links for missing items listed during client's professional wardrobe edit, based on client's professional style & communication goals (purchases are optional and not included in the personal branding fee).
- Enhancing client's:
 - Presentation
 - Posture
 - Gestures
 - Public speaking

<u>Options</u>

- <u>Hair Option</u>: The consultant accompanies the client to a partner hairdresser or barber. Duration to be defined based on the service chosen by the client with the partner.
- <u>Makeup Option</u>: The consultant accompanies the client to a partner makeup artist. Duration to be defined based on the service chosen by the client with the partner.
- <u>Professional Wardrobe Organizing Option</u>: The consultant visits the client's home to categorize and optimize client's wardrobe storage space. Duration to be defined based on the size of the client's wardrobe.
- <u>Eyewear Personal Shopping Option</u>: The consultant accompanies the client for approximately 1 to 1.5 hours at the optician for selecting glasses and/or sunglasses frames (purchases optional and not included in this option).
- <u>Personal shopping In your Professional Wardrobe Option</u>: The consultant visits the client's home for approximately 2 hours to find an outfit in client's wardrobe for a special event (reception, birthday, wedding, business trip, etc.).

<u>Objectives</u>

- Create or enhance client's professional image in alignment with client's personality, current or future area of expertise to maximize client's impact.
- Feel respected and valued in your professional role.
- Assert client's personality while respecting the industry standards of client's profession.



• Differentiate client from the competition, whether client is a leader, entrepreneur, artist, athlete in transition, model creating a portfolio for agencies, retailer, artisan, regulated or non-regulated professional, etc.

<u>Target Audience</u>

For any professional looking to create impact, feel empowered and confident to tackle all their professional projects.

VISUAL IDENTITY

Follow-up to be defined specifically with the client.

<u>Content</u>

Public Figure Image Coaching

- Create an authentic image that reflects client's true self for client's promotional moments:
 - Magazine interviews and TV appearances
 - Photoshoots
 - Openings
 - Galas
- Create client's stage image:
 - On-stage performances
 - Music videos
 - Album, book covers, etc.

Production Company Image Coaching for Fictional Characters:

- Commercial shoots
- Movies
- Theater plays
- Ballets
- Musicals

<u>Objectives</u>

- For public figures: Create an image perfectly aligned with client's personality and style & communication goals.
- For production companies: Create a realistic and credible image for a fictional character based on the era, location, and emotions to be conveyed to the target audience.

Target Audience

For all public figures and production companies.

FASHION BOUTIQUE

Follow-up to be defined specifically with the client.

<u>Content</u>

Offer to fashion boutique's VIP clients a high-end image consulting experience. Let them discover their color analysis, morphological styling, or enjoy an exclusive personal shopping session in a private area within fashion boutique.



<u>Objectives</u>

Stand out from the competition and retain your clients with a personalized offer that meets their shopping desires and enhances the appeal of your boutique.

<u>Target Audience</u>

For all fashion boutique.

WEDDINGS

FOR HER

Follow-up to be defined precisely with the bride-to-be.

<u>Content</u>

The consultant guides the client in choosing the wedding dress, harmonizing accessories, and optimizing the overall image to ensure the client feels radiant and perfectly aligned with their style, personality, and the atmosphere of the big day.

- Getting to know the client
- Client's wedding theme/atmosphere
- Client's wedding style & communication goals
- Client's color analysis
- Client's body shape analysis
- Style conversation to understand the idea of client's dreaming wedding dress
- Accompaniment in choosing and trying on client's wedding dress
- Accompaniment in choosing and trying on accessories: Lingerie, shoes, veil, jewelry, bouquet, etc.

<u>Options</u>

- <u>Hair Option</u>: The consultant accompanies the client to a partner hairdresser for trials. Duration to be defined according to the chosen service by the client, with the possibility of the partner traveling on the wedding day, if necessary.
- <u>Makeup Option</u>: The consultant accompanies the client to a partner makeup artist for trials. Duration to be defined according to the chosen service by the client, with the possibility of the partner traveling on the wedding day, if necessary.
- <u>Welness and Beauty Ritual before the Big Day Option</u>: Duration to be defined based on the selected service chosen by the client with the selected partner.
 - Hair removal
 - Manicure
 - Massage

Objectives

The consultant accompanies the client to create a radiant image that reflects her personality and leaves a lasting impression on this unforgettable day.

<u>Target Audience</u>

For any bride-to-be looking to relieve herself of the mental load related to her wedding image.



FOR HIM

Follow-up to be defined precisely with the client.

<u>Content</u>

The consultant guides the client in choosing his tuxedo, harmonizing accessories, and optimizing his overall image, ensuring he feels radiant and perfectly in tune with his style, personality, and the atmosphere of his big day.

- Getting to know the client
- Client's wedding theme/atmosphere
- Client's wedding style & communication goals
- Client's color analysis
- Client's body shape analysis
- Style conversation to understand the idea of client's dreaming tuxedo
- Accompaniment in choosing and trying on client's tuxedo
- Accompaniment in choosing and trying on accessories: Bow tie or tie, shoes, jewelry, boutonniere, flower in the pocket, etc.

<u>Options</u>

- <u>Barber Option</u>: The consultant accompanies the client to a partner barber. Duration to be defined according to the chosen service by the client, with the possibility of the partner traveling on the wedding day, if necessary.
- <u>Welness and Beauty Ritual before the Big Day Option</u>: Duration to be defined based on the selected service chosen by the client with the selected partner.
 - Hair removal
 - Manicure
 - Massage

Objectives

The consultant accompanies the client to create a radiant image that reflects his personality and will forever mark this unforgettable day.

Target Audience

For any groom-to-be looking to relieve the mental load related to his wedding image.

FOR BRIDESMAIDS AND/OR WITNESSES

Follow-up to be defined precisely with the client.

<u>Content</u>

The consultant guides the client in choosing the wedding outfit, harmonizing with accessories, and optimizing client's overall image so that client look stunning and is perfectly in tune with their style, personality, their role as maid of honor, bridesmaid or witness, and the wedding atmosphere.

- Getting to know the client
- Knowing the wedding theme/atmosphere
- Client's wedding style & communication goals
- Client's color analysis
- Client's body shape analysis
- Style conversation to understand the idea of client's wedding outfit
- Accompaniment in choosing and trying on lient's wedding outfit (clothing & accessories)



<u>Options</u>

- <u>Hair Option</u>: The consultant accompanies the client to a partner hairdresser for trials or barber. Duration to be defined according to the chosen service by the client, with the possibility of the partner traveling on the wedding day, if necessary.
- <u>Makeup Option</u>: The consultant accompanies the client to a partner makeup artist for trials. Duration to be defined according to the chosen service by the client, with the possibility of the partner traveling on the wedding day, if necessary.
- <u>Welness and Beauty Ritual before the Big Day Option</u>: Duration to be defined based on the selected service chosen by the client with the selected partner.
 - Hair removal
 - Manicure
 - Massage

<u>Objectives</u>

The consultant accompanies the client to create a radiant image aligned with client's personality.

<u>Target Audience</u>

For any made of honor, bridesmaid or witness looking to relieve any mental load related to their wedding image.

DOGS

IMAGE CONSULTING

Approximately 1 to 1.5 hours, excluding the option

<u>Content</u>

- Get to know client's dog
- Color analysis for the client's dog
- Body shape analysis for the client's dog
- Recommendations for clothing and/or accessories suited to the client's dog's needs

<u>Personal shopping Option</u> : The consultant accompanies the client for approximately 2 hours in-store OR shares purchase links for clothing and/or accessories suitable for the client's dog.

<u>Objectives</u>

Know which clothes and/or accessories to choose for client's dog when it's cold or rainy, especially for puppies, short-haired or shaved dogs, small-size dog, or senior dogs. This accompaniment will help them wear the recommended clothing in style, while considering their fur and size.

<u> Target Audience</u>

For anyone looking to relieve the mental load of shopping for clothes and/or accessories for their dog. Compassion and style for client's dogs who need to wear clothing and/or accessories.

GIFTING

<u>Content</u>

Gift voucher valid for one year. Service to be defined between the consultant and the client.

Objectives

Offer the opportunity for a family member, friend, colleague, or partner to reinvent themselves and radiate with confidence and authenticity.

An inspiring way to say thank you or show someone how much they mean to you with a personalized experience.

Target Audience

For anyone looking to give a unique and empowering gift that nurtures both the soul and the appearance, and can transform the lives of those who seek a positive and lasting change.

The client is informed that the advice provided by the consultant is in no way mandatory. These are well-informed recommendations based on an analysis of the client's colorimetry and/or morphology and/or clothing style, as well as their personality and style & communication objectives.

The techniques and tips used are aimed at improving the client's image, the way the client perceives themselves, based on the consultant's unique approaches.

If necessary, the consultant reserves the right to modify the content of the services, applying specific terms, in order to best meet the customer's needs.

The service descriptions are provided for informational purposes only.

The consultant may freely decide to modify her offers and services for the future.

It is always possible to ask the consultant for customized terms and conditions. These can therefore be agreed between the client and the consultant, but must be the subjec of a validated quote and a signed contract within the timeframe set by both parties.

In the event of a double commitment between the client and the consultant, the specific provisions will prevail over the general provisions of this document.



Article 4. Duration and Frequency of Services

The services offered by the consultant have an average duration of:

INDIVIDUALS

- Complete Image Consulting : Approximately 18 hours, excluding options
- In-Depth Services
 - Visagism: Approximately 5 to 6 hours, excluding options
 - Morphological Styling: Approximately 5 to 6 hours
 - Wardrobe edit: Approximately 9 to 10 hours, excluding options (duration to be specified based on client's wardrobe size).
 - Personal shopping : Approximately 13 hours, excluding options
- Focus
 - Color Analysis ; Face and Body Accessories ; Lingerie for Ladies ; Sportswear ; Beachwear : Approximately 1 to 1.5 hours each
 - Travel Essentials ; Event Personal shopping : Approximately 2 hours each
 - Fragrance : 2h environ sans l'option

PROFESSIONALS

- Personal branding : Approximately 22 hours, excluding options
- Visual Identity ; Fashion Boutique : Follow-up to be defined precisely with the client

WEDDINGS

• For Her ; For Him ; For Bridesmaids and/or Witnesses : Follow-up to be defined precisely with the client

DOGS

Approximately 1 to 1.5 hours, excluding options

OPTIONS

- Hairdresser or barber ; Makeup ; Welness and Beauty Ritual before the Big Day (hair removal and/or manicure and/or massage): Duration to be defined based on the selected service chosen by the client with the selected partner.
- Personal and/or Professional Wardrobe Organization: Duration to be defined based on the size of the client's wardrobe.
- Eyewear Personal Shopping ; Fragrance Personal shopping ; Dogs Personal shopping : Approximately 1 to 1.5 hours
- Personal shopping In Your Personal and/or Professional Wardrobe: Approximately 2 hours

This is an estimate, which may be subject to real-time adjustments as the service progresses. Both the consultant and the client agree to respect the dates and times of the agreed appointment.



Article 5. Consultant's Availibility

Phenomen'âme's rhythm of activity is based on the following weekly schedule:

- Monday: 10 AM 1 PM / 2 PM 6 PM
- Tuesday: 10 AM 1 PM / 2 PM 6 PM
- Wednesday: 10 AM 1 PM / 2 PM 6 PM
- Thursday: 10 AM 1 PM / 2 PM 6 PM
- Friday: 10 AM 1 PM / 2 PM 6 PM

Excluding public holidays and vacations, which will be communicated to the client by the consultant in the contract or quote.

Outside of these time slots, it is not possible to contact the consultant or schedule an appointment.

The consultant strives to respond to clients promptly but is not contractually bound to a specific response time.

The consultant does not accept urgent requests, except in exceptional cases, subject to an additional financial compensation agreed upon between the consultant and the client.

It is reminded to the client that the consultant retains full independence in managing her schedule and available time slots. Under no circumstances can the client impose constraints or limitations on the consultant's contractual freedom to define her own availability.

Article 6. Respective Obligations of the Parties

The consultant

- undertakes to implement all necessary means to meet the needs for which she has been engaged by her clients.
- commits to performing the service with professionalism, consistency, attentiveness, and kindness.
- may, if necessary, be involved in drafting the specifications in collaboration with the client.
- is bound by an obligation of means in the performance of her service, in accordance with general contract law.
- complies with her obligation of conformity regarding the services and products provided. All marketed products are considered to be compliant and free from hidden defects. Under Articles L 217-4 and following of the French Consumer Code, and Articles 1641 and following of the French Civil Code, every product sold must conform to its description and be free from hidden defects.

The consumer client or non-professional client has thirty months to assert their rights regarding a product conformity issue. To enforce the legal warranty of conformity or hidden defects, the following must be proven:

- The product cannot be used normally, unlike a similar product.
- It does not match the description provided by the client, even if it functions properly.
- The alleged qualities of the product are non-existent.



- There is a manufacturing defect, imperfection, or poor assembly.
- The product has been improperly installed, making it unusable.

This warranty does not apply in the following cases:

- The sales contract was concluded with a professional client.
- The claim is made more than thirty months after the purchase or order on the website.
- The defect or issue was already known at the time of purchase.
- The defect could not have been overlooked at the time of purchase.
- The defect is caused by improper use by the user.

The consultant will inform the client in case of updates, including security updates, and will indicate their duration to the client, free of charge, in a clear and understandable manner on a durable medium provided with the sale.

The client will also be informed about the impact of updates and software modifications on the available storage space and RAM capacity throughout the duration of the legal warranty of conformity.

The client agrees to:

- engage in intelligent dialogue and provide precise details of their expectations to guide the consultant in carrying out her tasks.
- pay the amount due for the booked service.
- not share access codes to the consultant's programs and services, under penalty of suspension and revocation of access rights, and payment of damages.
- actively collaborate to ensure the success of the services by providing the consultant with all necessary information and documents within the required timeframes to fully understand the needs and ensure proper execution of the services.
- be involved in the process of the service, review the resources provided throughout the process, and make the necessary efforts to implement the actions and advice given by the consultant.
- remain the decision-maker regarding the haircut and color choices made with the hairdresser partner, for which the client is responsible for communicating to the hairdresser. The consultant provides recommendations and accompanies the client to the hairdresser.
- remain the decision-maker regarding the cosmetic products recommended by the makeup artist partner, which are given as suggestions and do not substitute for a prescription from a dermatologist. The client is solely responsible for testing any products they purchase on their skin to ensure they are not allergic.
- remain the decision-maker regarding the clothing and accessories they wish to get rid of during the client's wardrobe edit. Under no circumstances is the consultant responsible for donating or selling the client's clothing and/or accessories.
- remain the decision-maker regarding the clothing and/or accessories they wish to purchase. Under no circumstances is the consultant responsible for any purchases made.



In general, the client and the consultant agree to actively collaborate to ensure the proper execution of the contract. Each party agrees to communicate any difficulties they become aware of as the project progresses, allowing the other party to take the necessary measures.

Both parties agree to a strict confidentiality policy and will not disclose any information shared during the performance of the services or at the end of the contract.

Article 7. Limitation of Liability

The consultant undertakes to implement all necessary means to achieve the client's style and communication objectives but cannot guarantee any subjective result related to self-acceptance, improvement of self-esteem, or physical appearance.

Under no circumstances shall the consultant's services replace psychological or therapeutic support by healthcare professionals. These are not medical, psychological, or advisory services intended to substitute those of a regulated or unregulated profession, such as consultations with a psychologist, dietician, naturopath, therapist, or personal development coach, for example.

In the event of force majeure or an unforeseen event, the consultant cannot be held liable. The consultant's liability will not be engaged in the following cases:

- Force majeure or unforeseeable events
- Computer problems or malfunctions
- Typographical errors or involuntary writing mistakes
- Subsequent changes in legislation
- Events beyond the control of the company

Force majeure refers to events or circumstances that are irresistible, external to the parties, unforeseeable, and beyond the control of the parties, despite all reasonably possible efforts to prevent them.

Force majeure also includes transportation or supply blockages, earthquakes, fires, storms, floods, lightning, telecommunications network outages, particularly any networks accessible via the internet, or difficulties related to telecommunications networks outside the parties' control.

The affected party will notify the other within five business days following the date it became aware of the force majeure event. Both parties will then agree on the conditions under which the contract will continue to be executed.

The consultant's liability will not be engaged in case of force majeure or gross or intentional fault by the client during the performance of the service.



Article 8. Pricing Policy

The pricing is set for Paris and its surrounding areas. For services outside this zone, an additional €80 charge will apply, along with travel costs for the round trip, which will be at your expense.

Introductory Call Free of charge

Individuals

- Complete Image Consulting, excluding options: €2100 VAT included / €1750 VAT excluded
- In-depth services:
 - Visagism, excluding options: €552 VAT included / €460 VAT excluded
 - Morphological Styling: €780 VAT included / €650 VAT excluded
 - Wardorbe Edit, excluding options: €1098 VAT included / €915 VAT excluded
 - Personal Shopping, excluding options: €1500 VAT included / €1250 VAT excluded
- Focus
 - Color Analysis; Face and Body Accessories; Lingerie for Ladies; Sportswear; Beachwear: €252 VAT included / €210 VAT excluded each
 - Travel Essentials; Fragrance, excluding option: €300 VAT included / €250 VAT excluded each
 - ∘ Event Personal sSopping: €402 VAT included / €335 VAT excluded

Professionals

- Personal Branding, excluding options: €2502 VAT included / €2085 VAT excluded
- Visual Identity; Fahion Boutique: Price upon request

Weddings

- For Her: €2004 VAT included / €1670 VAT excluded
- For Him: €1 800 VAT included / €1500 VAT excluded
- For Bridesmaids and/or Witnesses: €1500 VAT included / €1250 VAT excluded

Dogs

Price upon request

Options

- Hairdresser or Barber ; Makeup: Accompaniement + service / Price upon request
- Wellness and Beauty Ritual before the Big Day (hair removal and/or manicure and/or massage): Price upon request
- Personal and/or Professional Wardrobe Organization: Price upon request
- Eyewear Personal Shopping; Fragrance Personal shopping: €150 VAT included / €125 VAT excluded
- Dogs Personal Shopping: Price upon request
- Personal Shopping in Your Personal and/or Professional Wardrobe: €252 VAT included / €210 VAT excluded

In any case, a deposit of 30% of the service fee is required upon signing the quote to book the client's spot in the consultant's schedule and will be retained as a nonrefundable deposit.

In the event of a discrepancy between the price displayed on the website <u>www.phenomename.com</u> and the price listed in these General Terms and Conditions of Sale, the applicable price is the one specified in these General Terms and Conditions of Sale.

The payment methods accepted by the consultant are bank transfers. No installment payments are allowed, unless expressly agreed by the consultant. The amount due for the service remains payable on the date of the request, upon receipt of the invoice. In principle, no payment deadline is granted beyond 48 hours.

The consultant is subject to VAT under the VAT number FR85929422855.

The consultant reserves the right to modify her rates at any time.

Unpaid invoices will immediately result in the suspension of access to the consultant's services for the client involved. Rejection fees will be fully borne by the client. The client's account may also be suspended or deleted and will resume once the outstanding payments are regularized.

The rates offered under discounts and promotions are defined or granted by the consultant within a specified period. No discount or advance payment will be allowed for early payment.

In accordance with the provisions of Article L 441-6 of the French Commercial Code, late payment penalties equal to three times the legal interest rate in force will be due on the total amount including VAT, starting the day after the due date specified on the invoice, without the need for a reminder.

In the event that amounts due are paid after the due date specified on the invoice, a flat-rate collection fee of \in 40 excluding VAT will be charged.

Ancillary Fees

Any request for additional services not included in the quote and the initial commercial proposal, which requires additional work from the consultant, will be subject to a detailed supplementary quote to be validated and signed by the client.

Travel expenses necessary for the proper execution of the contract will also be charged to the client.

Subject to the consultant's agreement, an additional emergency fee (50% surcharge on the daily rate) will be charged for services requested by the client outside the defined days and hours specified in Article 6, or in the event of prioritizing the order over other ongoing projects.



Article 9. Booking and Ordering Terms of Services

To confirm their intention to use the consultant's services, the client must make a request through the website (<u>www.phenomename.com</u>) on the "Contact Me" page by either booking a free introductory call lasting 20 to 30 minutes, or by completing the form where a free introductory call will then be scheduled between the consultant and the client. This introductory call is key for the consultant to understand the client's needs and offer a personalized existing service or a tailor-made solution, aligned with the client's goals for a lasting and fulfilling transformation.

The consultant then takes the time to carefully review the requests and reserves the right to refuse collaboration if the issues raised are not compatible with her services, or for legitimate reasons, in accordance with Article L121-11 of the Consumer Code.

If the request is accepted, the prospect will receive:

- A commercial proposal with all the details of their custom-tailored service
- A detailed quote for the service
- The general terms and conditions of sale
- The image rights authorization

To validate their contractual agreement, the client must return the dated and signed quote, either electronically or manually, with the mention "approved" to confirm that the client has read and accepted these general terms and conditions of sale, to the consultant's email address at contact@phenomename.com or by postal mail to Phenomen'âme, 58 rue de Monceau 75008 Paris.

In case of dual commitments made by the client with the consultant, the specific terms will take precedence over the general provisions of this document.

The client is aware that any unsigned quote is valid for one month from the date of issuance. After this period, the quote becomes invalid.

The signing of the quote constitutes acceptance of the commercial proposal and the general terms and conditions of sale. This initiates the start of the consultant's mission.

Therefore, the consultant, working based on this quote, will refuse any objections regarding the points agreed upon at the beginning of the mission.



Article 10. Performance of the Service

<u>General terms</u>

The services offered are provided both partially remotely and in-person, based on the information communicated and deadlines agreed upon by both parties.

For the smooth running of the service, the parties will prioritize communication via email or through the Notion platform for clients whose follow-up requires access between sessions.

In certain cases, in-person meetings will be organized in partnership with other companies for services such as makeup, hairstyling, photo shoots, or other services depending on the client's objectives. If agreed upon, the specific terms will be set in writing between the parties.

Regarding the introductory call and the 30-day post-service follow-up on WhatsApp for eligible clients, the communication methods will be as follows:

- Video conference for the introductory call
- Messages or voice messages for the 30-day follow-up on WhatsApp

In the case of a video conference (via Zoom or Cal.com platforms), the consultant will send a link to the client no later than 2 hours before the scheduled meeting. Some services require the client to complete preliminary exercises on the Notion platform before the session. These professional exercises are crucial for the proper execution of the consultant's tasks.

One day before each service, the client will receive a reminder email with the appointment time, location, and any exercises that need to be completed.

At the end of the mission, the consultant will provide a digital portfolio summarizing everything that was done, along with a few surprises.

<u>Color Analysis</u> (depending on the service chosen by the client)

The consultant determines the client's color analysis using the ColorPrecision™ method, patented by IDRI, the consultant's training school.

This technique is based on the observation of three criteria (temperature, clarity, and saturation), allowing the consultant to create a color diagnosis and recommend the colors that naturally brighten the client's complexion, as well as color harmonies based on the client's style and communication goals.

<u>Morphology</u> (depending on the service chosen by the client)

The consultant offers a facial and/or body morphology analysis based on the chosen service to better assist the client in achieving their style and communication goals.



Facial Morphologies

- For Women
- Oval
- Elongated
- Rectangular
- Round
- Square
- Hexagonal (or Diamond)
- Triangular, point up
- Triangular, point down
- Heart-shaped

For Men

- Oval
- Elongated
- Rectangular
- Round
- Square
- Hexagonal (or Diamond)
- Triangular, point up
- Triangular, point down

Body Morphologies

For Women

- X
- 8
- Rectangle
- A
- V
- 0

For Men

- A
- V
- 0
- Rectangle

For this, the client is not required to provide their measurements, height, or weight. However, the client is free to share this information if they wish.

<u>Purchase Recommendations for the Client</u> (depending on the service chosen by the client)

As part of the service, the consultant may offer suggestions for clothing, jewelry, accessories, and other products for the client. To do this, the consultant conducts research with various companies and presents one or more proposals, with or without prices, to the client. It is the client's responsibility to take the necessary steps to order the suggested items or equivalent alternatives that meet the specifications.

If the client notices any price discrepancy, quality issues, or any other kind of discrepancy with the recommendations made by the consultant, the client agrees not to take any action against the consultant, as they acknowledge the release of responsibility of the consultant regarding the shopping list associated with the specifications.

Furthermore, under no circumstances will the purchases be the responsibility of the consultant. It is the client's responsibility, and the client's alone, to allocate the necessary funds for purchases, to contact the suggested companies to obtain the desired products. The client is solely responsible for any price fluctuations, non-compliance issues, hidden defects, or problems related to the purchase of the suggested products.

<u>Inspirations</u> (depending on the service chosen by the client)

The consultant may suggest outfits, looks, and clothing combinations (including accessories), colors, and haircuts based on royalty-free images. These images cannot be shared or sold by the client after receipt.

<u>Fragrances</u> (depending on the service chosen by the client)

The consultant presents fragrance families and guides the client toward a selection of fragrances based on their personality and style & communication objectives. The consultant will not favor any specific brand but will instead suggest a selection of fragrances from various brands that meet the client's needs.

Article 11. Completion of the Service

The service ends when all deliverables have been provided by the consultant to the client, and when payment for all invoices has been received by the consultant.

At the end of the service, the client may duplicate their personalized workspace and retain all the content worked on. This workspace will be available for 90 days, after which it may be deleted without notice.

The consultant provides follow-up via WhatsApp for 30 days after the completion of the following services:

- Complete Image Consulting
- In-depth Service Wardrobe Edit
- In-depth Service Personal shopping
- Personal Branding

This follow-up is to address any client questions and help implement the various deliverables.

Article 12. Personal Data Processing

The consultant commits to handling the personal data of her clients for professional purposes and for the tasks outlined in the contract.

The data processed for the follow-up of the services are as follows:

- Last Name
- First Name
- Company Name (if professional consulting)
- Siret Number (for professionals)
- Postal Address
- Postal Code
- Mobile Phone Number
- Email Address
- Date of birth (day and month)
- Profession
- Clothing preferences (colors, cuts, patterns, style, type of clothing...)
- Physical characteristics (facial and/or body morphology analysis, hair and eye color diagnosis)
- Clothing sizes
- Personal preferences (pets, sports, musical instruments, flowers, living room style, food, vacation spots...)

The consultant may need to collect sensitive data, including the client's measurements (if the client consents), in order to provide the best clothing strategy according to the client's style and communication objectives.

All sensitive data will be anonymized within 3 months after the completion of the mission to respect the client's privacy.

The client has the right to access, rectify, port, and erase their data, or to limit its processing, in accordance with the French Data Protection Act of January 6, 1978, as amended, and the European Regulation No. 2016/679/UE of April 27, 2016 (effective May 25, 2018). Any complaint should be preferably addressed directly to the consultant to find an appropriate solution.

In case of a dispute, the client can freely report it to the CNIL (French Data Protection Authority), with the legal information available regarding the consultant; in the Preamble of these general terms and conditions.

The retention and use of personal data cannot exceed 3 years from the date of their first collection.

Please refer to the Privacy Policy, available on the website (<u>www.phenomename.com</u>).

Article 13. Intellectual Property

This clause is drafted in strict compliance with the Intellectual Property Code. The elements provided by the consultant as part of her services remain her intellectual property. All rights of reproduction, modification, and distribution are reserved.

Reproduction, whether partial or total, cannot be carried out without the express consent of the consultant. Each work and communication medium (paper, digital, electronic, oral, etc.) remains the intellectual property and copyright of the consultant.

The client agrees not to use, transmit, or reproduce all or part of these documents for the purpose of organizing or carrying out services related to or similar to the consultant's activity.

The client is strictly prohibited from donating or reselling the work materials provided by the consultant, under penalty of legal action.

Article 14. Confidentiality and Secrecy

The parties mutually agree to adhere to a policy of confidentiality and professional discretion in the context of this collaboration and shall not provide private or non-public information about the other party.

In the event of a dispute, the parties remain bound by this obligation of professional secrecy and discretion and shall be in breach of this contract if they make public statements likely to harm the other party involved.

Article 15. Withdrawal Period

Only for consumer or non-professional clients, based on the preliminary article of the Consumer Code.

If eligible, the client has a 14-day withdrawal period to cancel their order free of charge within this period. No payment may be requested during this time, except in the case of an express waiver of this period.

The client's express waiver of the right of withdrawal allows for the payment of the order to be required before the end of the 14-day legal period, starting from the registration. To withdraw, the client, whether consumer or non-professional, may do so by any means, without the need for justification.

The express waiver of the right of withdrawal applies to the delivery of services before the 14-day period, in accordance with the Consumer Code, which states: 'The right of withdrawal cannot be exercised for contracts: 1° For the supply of services fully executed before the end of the withdrawal period and whose execution started after the express prior agreement of the consumer and the express waiver of their right of withdrawal.'

The right of withdrawal does not apply to digital products that have been unsealed immediately after delivery, in accordance with the Consumer Code.



Article 16. Cancellation

The client may cancel their participation in a service or cancel the validation of their signed quote, provided they notify the consultant in writing at least 15 days before the scheduled date, in order to benefit from a cancellation without fees and a refund of 70% of the amounts paid.

The cancellation must be communicated to the consultant via email at contact@phenomename.com.

Article 17. Rescheduling

Any request for a rescheduling initiated by the client must be addressed to the consultant via email at least <u>2 days before the scheduled date</u>. Beyond this period, no request for rescheduling will be considered. In any case, the service will remain due. However, the consultant reserves the right to refuse the request for the following reasons: current or anticipated workload on the requested rescheduling dates, non-compliance with these terms and conditions, or requested rescheduling not respecting the scheduled rescheduling timelines.

The consultant may also need to postpone the execution dates of the service. In such cases, she commits to informing the client by email as soon as possible. If the client is not available for these new time slots, they will benefit from a free rescheduling of the service to new dates, up to 3 months after the originally scheduled postponement.

Article 18. Suspension

The parties may agree to suspend the contract by mutual consent, at least 2 weeks before the desired date. The consultant may also need to suspend the contract for compelling reasons. Reasons for suspension of the contract at the client's initiative may include illness, a family event, or obstacles in the coaching process. In this case, scheduled payments for the service will be suspended for as long as the service has not resumed.

The resumption of the service takes place once the parties agree to lift the suspension of the contract, by mutual consent. The final decision rests with the consultant.

The parties agree that the suspension period cannot exceed 2 months from the written mutual agreement. After this suspension period, the contract will automatically end, with no penalties or sanctions applicable to the parties.



Article 19. Customer Satisfaction

To improve the services offered, the consultant reserves the right to request statistical feedback on her services for professional purposes (on her communication materials, to create a commercial analysis report of her practices, etc.).

The consultant may contact the client, after a service, to ask them to complete a customer satisfaction survey, which will be used only for professional purposes and in accordance with the personal data protection policy outlined in this document.

The consultant may share written, audio, or video testimonials, audio or video excerpts of conversations with the client, and photos, in order to promote her business online, without disclosing personal data that could identify the client, unless the client expressly authorizes it.

In accordance with Article 9 of the Civil Code, all clients have the right to protect their image, including their voice, and their private life. The use of photographs, audio, and video involving them must be subject to a written consent for the transfer of image rights. The transfer of image rights granted by the client is valid for 10 years from the date of written authorization.

The transferred image rights apply to all written, audio, and video materials necessary to promote the services provided by the consultant, create advertising or marketing content, and be used on any type of media. The use of these materials is restricted to the European Union.

In other cases, the consultant may anonymously discuss the experiences and transformations of her clients. Acceptance of the general terms and conditions of sale implies acceptance of the sharing, redistribution, and promotion of the client's experience in anonymous form.

Article 20. Litigation

The law applicable to the services provided by the consultant is French law. The parties acknowledge that the clauses of these general terms and conditions of sale are independent of each other.

<u>For a complaint</u>

In the event of a dispute between the consultant and one of her clients, the client must address a complaint in writing. The consultant has 2 weeks to provide a written response. If the proposed solution does not satisfy either the client or the consultant, both parties will strive to find a favorable resolution amicably, before resorting to any legal proceedings.



For a cancellation

To cancel the contract, the party initiating the request must notify the other party in writing, by email or mail, and respect a one-month notice period from the date the cancellation letter is received.

If this is done within a shorter time frame, an additional penalty of 10% of the total amount stipulated for the service provision will remain payable by the requesting party. If the request comes from the client, this penalty will be added to the amount already received by the consultant for her services.

For a contractual dispute

In the event of a dispute, professional clients must first attempt an amicable resolution before pursuing legal action. Non-professional clients can use the free mediation service provided by CM2C, the competent mediation center for disputes under the consultant's responsibility, located at 49 rue de Ponthieu, 75008 Paris, <u>https://www.cm2c.net/</u>.

In all these cases, the disputes and conflicts must remain strictly confidential and cannot be the subject of a media crisis caused by either party.

In the event of a dispute and in the absence of an amicable solution, the competent court is the one within the jurisdiction of the consultant's Court of Appeal, domiciled at 58 rue de Monceaux, 75008 Paris, which is the Paris court, unless otherwise stipulated by law.

Article 21. Tools Maintenance and Availibility

The website, workspace (notion.so), WhatsApp messaging, booking tools (Cal.com), video conferencing (Zoom or Cal.com), and Pinterest are available 24/7 without limitation. The consultant does not guarantee uninterrupted operation or error-free content delivery. Due to updates or internal issues, these services may be temporarily unavailable for a given period.

The client agrees to inform the consultant within 24 hours upon discovering any technical malfunction.

In such cases, the consultant agrees to take action to restore proper functionality. However, the consultant is neither the host nor the technical manager of these tools and cannot be held responsible if the links, accesses, or spaces remain inaccessible.

Therefore, no indemnity or financial compensation will be provided by the consultant or their subcontractors.

Sehenomen'Âme

Article 22. Hyperlinks

The hyperlinks on the website may direct to third-party websites, content, or documents. In no event can the hyperlinks (due to their content or creator) hold the consultant responsible.

Article 23. Client References

The client authorizes the consultant to communicate their name, logo, or image consulting work in the referral list and portfolio or any other communication aimed at listing the clients and partners of the consultant, including all social media platforms. If the client does not wish to appear in the referral list, they must make an explicit request to the consultant via email or letter.