TERMS OF USE

SkillSpace Platform – Clients and Providers

Last updated: 10/10/2026

This is an English translation provided for information only. In accordance with Article 22, only the French version of these Terms of Use is legally binding.

Article 1 – Definitions

The terms below, when capitalised, have the following meanings, in both the singular and the plural:

- **Subscription**: the paid monthly plan taken out by a Provider in order to be listed on the Platform and access the Service, described in Article 9.
- **Review**: the assessment published on the Platform by a Client about a Provider, or by a Provider about a Client, following a Booking made through the Platform.
- **Client**: any User acting as a consumer who uses the Platform to search for a Provider, post a Request or make a Booking.
- **Account**: the personal space created by the User on the Platform. A single Account may include a Client profile and a Provider profile, between which the User can switch.
- **Content**: any item (text, photograph, description, rate, message, etc.) published on the Platform by a User, excluding Reviews.
- **Slot**: the proposed date and start time of a Job sent by a Provider to a Client in the Platform's messaging, described in Article 7.4.
- **Booking Credit**: the credit, equal to the Service Fee paid, added to the Client's Account when a Booking is cancelled (by the Client or the Provider) or, after review by the SkillSpace team, the Provider does not show up, described in Article 11.1.
- **Request**: a listing posted by a Client on the Platform's request feed to describe a need, to which Providers may respond.
- **Service Fee**: the amount owed by the Client to SkillSpace for each confirmed Booking, as payment for the matching service, described in Article 8.
- **Promotion**: the paid options, separate from the Subscription, allowing a Provider to obtain preferential display for a fixed period ("Boost" and "Homepage Advertising"), described in Article 9.6.
- **Trial Period**: the free period granted to a Provider upon first registration, described in Article 9.2.
- **Platform**: the SkillSpace mobile application (iOS and Android) and the website skillspace.fr, together with all of their features.
- **Provider**: any registered User who offers their services to Clients through the Platform, whether or not they have completed the optional identity verification set out in Article 6. A Provider may be an Individual Provider, a Professional Provider or a Company, as defined in Article 6.
- **Job**: the service carried out by a Provider for a Client (for example: childcare, pet sitting or dog walking, cleaning, private tutoring, DIY and handyman work, wellbeing, etc.). The Job is provided by the Provider alone and under no circumstances constitutes a service provided by SkillSpace.
- **Booking**: the agreement reached through the Platform between a Client and a Provider on the date and start time of a Job, formed when the Client accepts a Slot offered by the Provider by paying the Service Fee (or by using a Booking Credit), described in Article 7.4.

- **Service**: the service provided by SkillSpace through the Platform, consisting of connecting Clients and Providers and enabling the posting of Requests, messaging, the offering of Slots, the making of Bookings and the publication of Reviews.
- **User**: any person who accesses or uses the Platform, whether acting as a Client, a Provider or simply a visitor.

Article 2 – Purpose and acceptance of the Terms

These Terms of Use (the "Terms") are entered into between each User and SkillSpace, a SASU with its registered office at 27 avenue Jean Médecin, 06000 Nice, France, registered with the Nice Trade and Companies Register (RCS) under number 109 522 284 ("SkillSpace"). All information about the publisher and host of the Platform is set out in the Legal Notice (Mentions légales). The purpose of these Terms is to set out the conditions of access to and use of the Platform and the Service, for both Clients and Providers. Provisions specific to each category of User appear in Articles 8 and 11 (Clients) and 6, 9, 11 and 12 (Providers). The User accepts the Terms by ticking, when creating their Account, the box "I have read and accept the Terms of Use" (or any equivalent wording). By accepting, the User declares that they have the legal capacity to enter into this agreement and undertakes to comply with the Terms. SkillSpace records the acceptance of the Terms (version accepted and date of acceptance). When the Terms are amended, the User is asked to accept the new version in the app (Article 21). Use of the Platform is restricted to persons aged at least eighteen (18). A minor may not create an Account, offer a Job or make a Booking. The Terms apply regardless of the device used (mobile app or website). They are supplemented by the SkillSpace Privacy Policy, which forms an integral part of them.

Article 3 – Role of SkillSpace

SkillSpace is an online platform operator within the meaning of Article L. 111-7 of the French Consumer Code. Its role is limited to connecting Clients and Providers and to making technical tools available (search, request feed, messaging, offering of Slots, Booking, Reviews). Accordingly:

- SkillSpace is neither the service provider, nor the agent, nor the employer of Providers. Providers work independently, with no relationship of subordination to SkillSpace.
- SkillSpace is not a party to the contract for the Job entered into between the Client and the Provider, and is not responsible for its performance.
- SkillSpace does not collect, hold or transfer any money in respect of the price of Jobs. The price of the Job is paid directly by the Client to the Provider, in the manner agreed between them (Article 10). The only amounts received by SkillSpace are the Service Fee, the Subscription and Promotions. SkillSpace takes no commission on the price of Jobs.
- Where a Client uses an Individual Provider, the Client may be regarded as a private employer (in particular via CESU or Pajemploi). SkillSpace is never the employer.

The Client is informed that, when contracting with an Individual Provider (non-professional), they do not benefit from consumer-law rights, which only apply to contracts entered into with professionals. The status of each Provider (Individual, Professional or Company) is clearly shown on their profile.

Article 4 – Duration and deletion of the Account

The Terms are entered into for an indefinite period, from their acceptance and for as long as the Account exists. The User may delete their Account at any time:

- from the app, under "My profile" > "Settings & Security" > "Delete Account";
- or by email to customerservice@skillspace.fr.

When deletion is requested from the app, the User is signed out and the Account is deleted twenty-four (24) hours after the request. From the request onwards, the User's profile is hidden: it no longer appears in searches, their services and requests are no longer visible to other Users, and no new Slot or Booking can be offered or made with this Account. Existing conversations remain available to other Users. The User may cancel the deletion at any time during this period by signing back in to their Account: the deletion is then cancelled and the profile becomes visible again. The User receives an email when they make the request, if it is cancelled, and once the Account has been deleted.

The Account cannot be deleted while a Booking is in progress, that is, as long as a Booking has not been completed or cancelled, the processing of a completed Booking has not been closed, or a dispute relating to a Booking has not been resolved. The User must wait for the Booking to end or cancel it under the conditions of Article 11. If a Booking still exists at the end of the twenty-four (24)-hour period, the deletion is postponed until that Booking has ended.

For a Provider, deleting the Account terminates their Subscription at the end of the current monthly period, with no refund for the period already started. Where the Subscription was taken out via the App Store or Google Play, the Provider must also cancel it from their Apple or Google account, in accordance with Article 9.4.

After deletion, the User's personal data is erased or anonymised, except for the data that SkillSpace must keep to comply with its legal obligations (in particular accounting and tax obligations) or to defend its rights, linked only to an anonymised identifier, under the conditions and for the periods set out in the Privacy Policy. Reviews published by the User remain visible, signed "Utilisateur supprimé" (deleted user), and conversations remain available to the other User, in which the deleted User appears under that name.

Article 5 – Registration and Account

5.1 Creating an Account

To create an Account, the User provides their first name, surname, email address, mobile phone number and a password. A Provider who wishes to have their identity verified also provides a valid identity document (national identity card, passport or residence permit), which is verified under the conditions of Article 6. A validation code is sent by SMS or email to confirm the creation of the Account. The User guarantees the accuracy of the information provided and undertakes to keep it up to date. A User may hold only one Account.

5.2 Client profile and Provider profile

Every Account gives access to the Client profile. A User who wishes to offer their services activates a Provider profile from their Account; activation is not subject to the optional identity verification set out in Article 6; at the end of the Trial Period, it is subject to taking out a Subscription (Article 9). The User may switch between profiles at any time.

The Provider may turn on "holiday mode" at any time from their Account settings. While holiday mode is on, their profile no longer appears in search results or in the Platform's lists of Providers. Holiday mode has no effect on the Subscription or the Trial Period, which continue to run.

5.3 Confidentiality of login details

Login details are personal and confidential. Any use of the Account is deemed to have been made by its holder. In the event of loss, theft or fraudulent use, the User must inform SkillSpace without delay at customerservice@skillspace.fr.

5.4 Insurance and regulatory compliance

SkillSpace does not provide any insurance, either to Clients or to Providers. It is the responsibility of both the Client and the Provider to ensure they have everything required by law (insurance, authorisations, qualifications, declarations) to carry out the activity offered or to use the service requested. Any dispute reported by a Client about a Provider may lead to the suspension of that Provider's Account, under the conditions of Article 17.

Article 6 – Verification of Providers

6.1 Provider statuses

The Provider registers under one of the following three statuses:

- **Individual Provider**: a natural person who does not carry out the activity offered on a professional basis;
- **Professional Provider**: a sole trader (in particular a micro-entrepreneur) carrying out the activity offered on a professional basis;
- **Company**: a company or other legal entity (for example a SARL, SAS, SASU or EURL) carrying out the activity offered, represented on the Platform by its legal representative or by a duly authorised person.

6.2 Verification process

Identity verification is optional: any Provider, whatever their status, may complete it at any time from their Account. It includes a check of a valid identity document (national identity card, passport or residence permit) and a facial check (selfie). These checks are carried out by the third-party provider Stripe Identity on behalf of SkillSpace; the data submitted for this purpose (identity document, selfie) is processed by Stripe. SkillSpace does not keep copies of the identity documents submitted to Stripe Identity and only receives the result of the verification.

Once verification has succeeded, the Provider's profile displays the "Verified" badge.

The profile of an unverified Provider is visible to Clients on the Platform, without the "Verified" badge. Like a verified Provider, they may respond to Requests posted on the request feed (Article 7.3), offer Slots to a Client and receive Bookings (Article 7.4). Verified Providers are shown first in search results (Article 16).

A Professional Provider who completes verification follows the same process and also provides their SIRET number. After its validity has been checked against public databases (INSEE / National Business Register), their profile displays the "SIRET verified" label.

A Company is registered by its legal representative or by a duly authorised person, who may follow the same identity verification process. The Company also provides its SIREN number, legal form (for example SARL, SAS, SASU) and date of incorporation. After SkillSpace has checked this information against public databases (INSEE / National Business Register), it appears on the Company's profile with the "Verified" label.

SkillSpace reserves the right to refuse verification, remove the "Verified" badge or suspend a Provider profile in the event of an invalid, inconsistent or fraudulent document. Identity verification in no way constitutes a guarantee by SkillSpace of a Provider's quality, skills or integrity.

6.3 Provider's representations

The Provider represents and warrants that they:

- are of legal age and have legal capacity;

- have provided accurate profile information (skills, experience, diplomas, qualifications, rates, service area), for which they are solely responsible;
- hold all authorisations, diplomas, certifications, declarations and insurance required by law for the Jobs they offer (see Article 12);
- comply with all their tax and social security obligations (see Article 14).

Article 7 – How the Service works

7.1 Access

Access to the Platform requires an internet connection, the costs of which are borne by the User. Some pages can be viewed without an Account; using the Service (Requests, Bookings, messaging, Reviews) requires an Account.

7.2 Searching for Providers

The Client can search for Providers by type of Job and location, and view their profile: introduction, status (Individual, Professional or Company) and, for Companies, the verified information (SIREN, legal form, date of incorporation), indicative rates, photos, badges and the Reviews of each of their services. The criteria used to rank results are described in Article 16.

7.3 Request feed

The Client can post a Request describing their need (type of Job, date, approximate location, indicative budget). Providers with an active profile can respond by contacting the Client in the Platform's messaging; the Client sees the list of interested Providers and can open each conversation. The Client is free to choose which Provider to follow up with, or not to follow up with any of them. For safety reasons, the Client's exact address is not shown publicly in a Request.

7.4 Booking

Bookings are made in the Platform's messaging. After discussing with the Client, the Provider offers them a Slot, i.e. a date and a start time. The Client confirms the Slot by paying the Service Fee (Article 8) or, where applicable, by using their Booking Credit (Article 11.1). The Booking is then confirmed immediately, with no further approval by the Provider.

The Booking states the date and start time of the Job. The duration, place, price and other terms of the Job are not entered in the app: they are agreed directly between the Client and the Provider, in particular through the messaging. The price shown by the Provider on their profile is indicative; it is paid directly to the Provider, outside the Platform (Article 10). SkillSpace takes no commission on this price.

An offered Slot expires twenty-four (24) hours after it is sent or, if earlier, at the start time of the Slot. As long as the Slot has not been accepted, the Provider may withdraw it. When a Slot is booked, the Provider's other pending Slots for the same time are automatically withdrawn.

Rescheduling: the Provider may offer a new Slot for a confirmed Booking using the "Reschedule" (« Reporter ») feature in the messaging. When the Client accepts the new Slot, the existing Booking is moved to the new date and time; the Service Fee already paid applies to the moved Booking and the Client has nothing more to pay. If the new Slot is not accepted, the Booking remains at the original Slot.

Before a Booking is confirmed, communication takes place through the Platform's messaging. After a first Booking, the Client and the Provider are free to continue their relationship, including outside the Platform. Jobs arranged outside the Platform do not incur a Service Fee; however, they do not benefit

from Reviews or any other tool of the Service.

Article 8 – Financial terms for Clients

8.1 Principle

Client registration on the Platform is free and the Client pays no subscription. However, each confirmed Booking incurs a Service Fee of €2.99 (including VAT), under the conditions below.

By way of exception, the Service Fee is waived during the first three (3) months following the creation of the Client's Account: Bookings confirmed during that period involve no payment, confirming the Slot in the app then forming the Booking. After that period, each confirmed Booking incurs a Service Fee of €2.99 (including VAT). The Client is informed before the end of that period.

8.2 Service Fee

Each Booking confirmed through the Platform incurs payment by the Client of a Service Fee of €2.99 (including VAT) per Booking, as payment for the matching service provided by SkillSpace. The amount of the Service Fee is clearly displayed before the Slot is confirmed, separately from the price of the Job. Paying the Service Fee confirms the Slot and forms the Booking (Article 7.4). Where the Client has a Booking Credit, it is used automatically and the Client has nothing to pay. Rescheduling a Booking accepted by the Client (Article 7.4) does not incur a new Service Fee. The Service Fee is paid online, exclusively by bank card or Apple Pay. Payments are processed by a third-party payment service provider (Stripe); SkillSpace does not store full bank card details. The Service Fee is separate from the price of the Job, which is owed to the Provider and paid directly to them (Article 10).

8.3 Cancellation and the Service Fee

The terms for cancellation, no-show reports and Booking Credit are set out in Article 11 (Cancellation and Booking Credit policy). Where the Service Fee is given back to the Client, this is done exclusively as a Booking Credit; it is never refunded to the bank card or original payment method, to a bank account or in cash.

8.4 Right of withdrawal

In accordance with Article L. 221-28, 1° of the French Consumer Code, a Client who confirms a Booking expressly requests immediate performance of the matching service and acknowledges that this service is fully performed once the Booking is confirmed. The Client therefore waives their right of withdrawal in respect of the related Service Fee. This request for immediate performance and acknowledgment of the loss of the right of withdrawal are collected by means of a separate tick box on the payment screen, the first time the Client pays Service Fees, before payment. This choice applies to the Client's subsequent Bookings.

Article 9 – Financial terms for Providers

9.1 Subscription

Being listed on the Platform and accessing the Service as a Provider requires a monthly Subscription of €9.99 (including VAT) per month. There is no free plan for Providers, subject to the Trial Period set out below. The Subscription includes in particular: display of the profile, access to the request feed with unlimited responses, offering Slots, management of Bookings, receiving Reviews and access to badges. SkillSpace takes no commission on the price of Jobs.

9.2 Trial Period

When registering as a Provider for the very first time, the User benefits from a free Trial Period of three (3) months from the activation of their Provider profile. The Trial Period is granted only once per

natural person, whatever their status, and, for Companies, only once per SIREN number. Creating multiple Accounts or any attempt to benefit from the Trial Period more than once constitutes fraud and may lead to deletion of the Account. SkillSpace informs the Provider by in-app notification and by email, at least seven (7) days before the end of the Trial Period, of the end date of the Trial Period and the price of the Subscription (€9.99 including VAT per month). At the end of the Trial Period, keeping the Provider profile requires taking out the Subscription; if no Subscription is taken out, the Provider profile is automatically hidden (Article 9.5). SkillSpace may change the length of the Trial Period for new registrations, without affecting Trial Periods already in progress.

9.3 Payment and renewal

The Subscription is payable monthly in advance, by bank card via Stripe or, when taken out from the app, via the App Store (Apple) or Google Play payment system. It has no minimum term and renews automatically each month until cancelled.

9.4 Cancelling the Subscription

The Provider may cancel their Subscription at any time, free of charge and without giving a reason:

- from the app, under “My subscription” > “Cancel my subscription” (an easily accessible online cancellation feature, in accordance with Article L. 215-1-1 of the French Consumer Code where applicable);
- or, for a Subscription taken out via the App Store or Google Play, from the subscription settings of their Apple or Google account.

Cancellation takes effect at the end of the current monthly period; any period already started remains payable and is not refunded. The Provider profile is then hidden.

9.5 Failed payment and hiding of the profile

If a payment fails, or if the Trial Period ends without a Subscription being taken out, the Provider profile is hidden: it no longer appears in search results and can no longer respond to Requests or receive Bookings. Profile data (Reviews, badges, history) is kept for twelve (12) months so that the profile can be reactivated by taking out a Subscription, and is then deleted or anonymised in accordance with the Privacy Policy.

9.6 Promotions

A Provider with an active Subscription or in their Trial Period may purchase the following Promotions:

- **Boost**: €4.99 (including VAT) for seven (7) consecutive days. During this period, the profile benefits from preferential display in search results and in the feed of the relevant sub-category. The number of Boosts active at the same time is limited to five (5) per sub-category;
- **Homepage Advertising**: €9.99 (including VAT) for two (2) consecutive days. During this period, the profile appears as an advertisement on the Platform’s homepage. The number of profiles displayed on the homepage is limited to twenty-eight (28) per two (2)-day period.

Slots are allocated in order of purchase, subject to availability. Promoted profiles are always identified with the label “Sponsored” (or equivalent wording) and may be displayed on rotation. A Promotion does not guarantee any number of views, Requests or Bookings. Promotions are payable in advance, are non-refundable once the display period has started, and end automatically if the profile is hidden or suspended.

9.7 Individual Provider’s right of withdrawal

An Individual Provider acting as a consumer has fourteen (14) days from taking out the paid Subscription to exercise their right of withdrawal, without giving a reason, by sending their request to

customerservice@skillspace.fr or by using the model withdrawal form annexed to these Terms. If they expressly requested that the Subscription begin before the end of this period, they must pay an amount proportionate to the service provided up to the time they communicated their decision to withdraw. The right of withdrawal cannot be exercised for a Promotion whose display has begun with their express consent.

9.8 Price changes

SkillSpace may change the price of the Subscription, Promotions or the Service Fee. Any change is notified to the Users concerned at least thirty (30) days before it takes effect. A Provider who does not accept the change may cancel their Subscription before that date, free of charge.

9.9 Invoices

SkillSpace makes available to the Provider, in their Account, invoices for the Subscription and Promotions paid directly to SkillSpace.

Article 10 – Payment for Jobs between Client and Provider

The price of the Job is freely set by the Provider and displayed for information on their profile. It is not entered in the app when Booking. It is paid directly by the Client to the Provider, outside the Platform, by any method agreed between them (bank transfer, cash within the legal limit, cheque, CESU, Pajemploi, etc.). SkillSpace is not involved in this payment, does not guarantee that it will be made, and does not refund the price of any Job. Any dispute relating to the payment, price, quality or performance of the Job is a matter between the Client and the Provider. In the event of a problem, both the Client and the Provider may leave a Review and/or report a dispute to SkillSpace via the Platform or at customerservice@skillspace.fr. SkillSpace handles disputes only by suspending or deleting an Account and, for reported no-shows, under the conditions of Article 11.1: after reviewing the report, SkillSpace may decide to suspend or terminate the Account of the Provider or Client concerned (for example, if the Client does not pay for the Job, or if the Provider does not carry out the Job). SkillSpace does not act as a mediator or arbitrator, and does not make any refund or compensation, subject to the Booking Credit provided for in Article 11.1. The Professional Provider or the Company issues the Client, where required by law, with a compliant invoice or receipt. A Client who employs an Individual Provider is solely responsible for their obligations as a private employer (declaration, pay, social security contributions).

Article 11 – Cancellation and Booking Credit policy

11.1 Service Fee (Clients)

- **Cancellation, by the Client or the Provider**: a Booking may be cancelled by either party at any time. Whenever the cancellation occurs, including after the time of the Booking, the Client receives, as a goodwill gesture, a Booking Credit equal to the Service Fee paid (€2.99). This Booking Credit is used automatically for the Client's next Booking in the app: the Service Fee for that Booking is then shown as already paid. The Service Fee is never refunded to the bank card or original payment method, to a bank account or in cash, whatever the reason for the cancellation.
- **No-show**: once the start time of the Booking has passed, either the Client or the Provider may report from the app that the other party did not show up, using the "Report a no-show" (« Signaler une absence ») feature, once per Booking. The report has no immediate effect: it is reviewed by the SkillSpace team. The User reported absent is notified and may give their version of events. To review the report, the SkillSpace team may read the conversation(s) linked to the Booking (Article 17.2) and look at the time and, if the User allowed location access, the device's position recorded when the "I'm on my way" (« Je suis en route ») feature was used and when

the report was made (Privacy Policy). The SkillSpace team then decides, separately: (a) whether the Service Fee paid by the Client is given back to them as a Booking Credit equal to the Service Fee paid (€2.99), only where a Service Fee was paid, in particular where the Provider's absence is confirmed after review; (b) whether the absence is shown on the absent User's profile ("reported no-show", « absence signalée »). The Client and the Provider are informed of these decisions, which may be challenged under the conditions of Article 17.4. Reporting a no-show does not prevent either party from submitting a Review (Article 15.1).

- **Rescheduling**: rescheduling a Booking accepted by the Client (Article 7.4) is not a cancellation; the Service Fee already paid applies to the moved Booking. If the rescheduling does not suit the Client or causes a problem, the Booking may be cancelled under the conditions above and the Client receives a Booking Credit.

The Booking Credit cannot be refunded to the bank card, the original payment method or a bank account, exchanged for cash or transferred. It is linked to the Client's Account and does not expire. Cancellations are made from the app, under "My bookings".

Apart from the cases described above, namely cancellation, in which the Booking Credit is granted automatically, and no-show, in which it is granted after review by the SkillSpace team, the Service Fee is neither given back nor refunded.

This Article 11.1 applies without prejudice to any rights the Client has under mandatory statutory provisions.

11.2 Subscription and Promotions (Providers)

- The Provider may cancel their Subscription at any time, free of charge; cancellation takes effect at the end of the current monthly period, with no refund for the period already started (Article 9.4).
- Promotions are non-refundable once their display period has started (Article 9.6).
- An Individual Provider has a fourteen (14)-day right of withdrawal from taking out the paid Subscription, which they may exercise using the form in the annex (Article 9.7).

11.3 Deleting the Account

The User may delete their Account at any time, under the conditions of Article 4. The Account cannot be deleted while a Booking is in progress; deletion takes effect twenty-four (24) hours after the request. The profile is hidden from the request onwards, and the deletion is cancelled if the User signs back in during that period.

Article 12 – Categories of Jobs subject to specific rules

Certain categories of Jobs are subject to specific regulations. The Provider is solely responsible for complying with these regulations. SkillSpace does not approve or request the corresponding supporting documents (diplomas, approvals, insurance certificates, etc.): it is for the Provider to hold them and for the Client to check them if they wish.

12.1 Childcare

- Childcare at the parents' home by an Individual or Professional Provider is permitted under the conditions set by law.
- Regular, paid care of children at the Provider's own home falls under the status of assistant(e) maternel(le) (registered childminder) and requires approval from the Departmental Council (PMI). Offering this type of Job without approval is prohibited.

- A Provider offering childcare declares that they have not been convicted of any offence incompatible with working with minors.
- The Client remains solely responsible for choosing the Provider, for the instructions given and for any checks they consider necessary (prior interview, references, etc.).

12.2 Pet sitting and dog walking

A Provider offering pet sitting, particularly at their own home, is solely responsible for complying with the obligations of the French Rural and Maritime Fishing Code (in particular Article L. 214-6-1: declaration to the prefecture and ACACED-type certification, where applicable) and with animal welfare rules. The Client informs the Provider of any relevant information about the animal (behaviour, health, vaccinations).

12.3 Building work and regulated trades

The following rules apply regardless of the scale of the work: there is no legal distinction between "minor work" or "DIY" and building work, particularly for electrical installations. In accordance with Articles L. 121-1 and R. 121-1 of the French Crafts Code (Code de l'artisanat), these activities may only be carried out by a professionally qualified person (holding a CAP, a BEP or a diploma or qualification of an equal or higher level, or having the required professional experience) or under their effective and permanent supervision. In accordance with Articles L. 241-1 et seq. of the French Insurance Code, building professionals must also be covered by insurance, in particular ten-year liability insurance (assurance décennale) where it is compulsory. When accessing these categories, the Provider declares on their honour, by ticking a box, that they hold the required professional qualification and valid compulsory insurance, and undertakes to keep them up to date throughout their registration. Any false declaration will result in deletion of the Account. SkillSpace does not verify Providers' qualifications or insurance certificates, and does not guarantee that a Provider is qualified or insured. The "SIRET verified" and "Verified" labels only confirm the existence of the SIRET or SIREN number and the accuracy of the registration information, not any qualification or insurance. Clients are strongly advised to ask the Provider, before any work begins, for proof of their qualification and a valid insurance certificate. A Client or Provider who does not comply with these obligations does so at their own risk; a Provider's non-compliance is their sole responsibility, without prejudice to SkillSpace's own obligations as a platform operator.

12.4 Wellbeing

Wellbeing Jobs offered on the Platform are non-medical services intended for comfort or relaxation. They do not constitute a diagnosis, treatment, or a medical or paramedical procedure, and do not replace a consultation with a healthcare professional. Any procedure reserved for healthcare professionals is prohibited on the Platform.

12.5 Personal services

SkillSpace is not a registered personal services organisation (organisme de services à la personne) and does not offer the immediate tax-credit advance scheme. Whether a Job is eligible for the tax credit or for payment by CESU depends on the Provider's status and the nature of the Job; it is for the Client and the Provider to check this.

Article 13 – Users' obligations

13.1 General obligations

Every User undertakes to:

- use the Platform for its intended purpose and in accordance with the Terms and applicable law;

- not publish any Content that is unlawful, misleading, abusive, defamatory, discriminatory, violent, sexual in nature or that infringes the rights of third parties;
- not offer or solicit any Job that is unlawful or contrary to public morals, or any undeclared work;
- behave respectfully and courteously towards other Users and SkillSpace;
- not collect other Users' data for any purpose other than carrying out a Job;
- not create fake profiles, fake Requests or fake Reviews;
- not use the messaging to share contact details before a Booking is confirmed in order to avoid the Service Fee;
- not display any contact details (phone number, email address, postal address, link to a social network or website, etc.) in their profile photo, banner, portfolio photos or any other Content. Any such item may be removed by SkillSpace's administration without notice.

13.2 Client's obligations

The Client undertakes to describe their need honestly, to be present or represented at the agreed time, to allow the Provider to carry out the Job in normal safety conditions and to pay the agreed price directly to the Provider.

13.3 Provider's obligations

The Provider undertakes to carry out Jobs with care and in accordance with good practice, to offer only Slots they are able to honour, to honour confirmed Bookings, to inform the Client as soon as possible if they are unable to attend, to display accurate information (prices, availability, qualifications) and to hold insurance appropriate to their activity.

Article 14 – Providers' tax and social security obligations

In accordance with Article 242 bis of the French General Tax Code, SkillSpace informs Providers that income earned from Jobs carried out through the Platform may be subject to income tax and social security contributions, and must be declared as required by law. Information is available on impots.gouv.fr and urssaf.fr, and in the "My obligations" section of the Platform. An Individual Provider who carries out Jobs on a regular basis is invited to check whether they need to register (for example under the micro-enterprise scheme) or whether their activity falls within employment by a private employer (CESU, Pajemploi). Under Directive (EU) 2021/514 (known as "DAC7") and Articles 1649 ter A et seq. of the French General Tax Code, SkillSpace may be required to collect certain information about Providers (identity, address, tax identification number, SIRET or SIREN, number of Jobs and amounts known to SkillSpace) and to pass it on to the tax authorities, which may exchange it with other European Union Member States. Providers are informed each year of the information reported about them. Refusal to provide this information may lead to suspension of the Provider profile.

Article 15 – Reviews

15.1 Conditions for publication

Only a Client who has made a Booking through the Platform may publish a Review of the Provider concerned. Likewise, the Provider may publish a Review of the Client following a Booking. Each party may submit a Review once the date and time of the Booking have passed, including where a no-show has been reported (Article 11.1). Each party may submit only one Review per Booking. A Review consists of a rating from 1 to 5 and, optionally, a comment. No incentive is given for submitting a Review. In accordance with Article L. 111-7-2 of the French Consumer Code, SkillSpace states that Reviews are verified: they can only come from Users who were actually party to a Booking made

through the Platform. Reviews are displayed in chronological order, from most recent to oldest, with their publication date and the date of the Job. Only Bookings made in the app count: Jobs arranged outside the Platform cannot give rise to a Review.

15.2 Moderation

SkillSpace may refuse or remove a Review, in particular where it: contains abusive, defamatory, discriminatory or threatening remarks; contains personal data; does not relate to the Job booked; is promotional or spam; or comes from a person with a conflict of interest with the Provider. The author is informed of the refusal and the reason for it, and may challenge it at customerservice@skillspace.fr. The User who is the subject of a Review may respond to it publicly. A Client may leave a negative Review, in accordance with these rules, where they consider the Job unsatisfactory.

15.3 Licence

The author of a Review grants SkillSpace, free of charge and on a non-exclusive basis, worldwide and for the duration of the Review's publication, the right to reproduce, host, adapt (in particular to translate) and display it on the Platform and in SkillSpace's communications relating to the Platform.

Article 16 – Listing and ranking

In accordance with Article L. 111-7 of the French Consumer Code and Regulation (EU) 2019/1150, SkillSpace informs Users of the main parameters used to rank Providers. Providers, whether verified or not, with an active Subscription or in their Trial Period and who have not turned on holiday mode (Article 5.2) are listed. Where the Client has not chosen a filter, verified Providers (Article 6.2) are shown first; within each group (verified Providers, then unverified Providers), results are ranked by combining the following criteria: relevance to the category and keywords searched, geographical proximity, average rating and number of Reviews, response rate and length of activity on the Platform. The Client may sort results by distance, rating or price. Providers who have purchased a Promotion benefit from preferential display in dedicated slots, identified with the label "Sponsored", limited to five (5) Boosts active at the same time per sub-category and twenty-eight (28) Homepage Advertisements per two (2)-day period. These slots do not reflect a quality-based ranking and do not constitute a recommendation by SkillSpace. Outside these slots, paying for a Promotion does not influence ranking. SkillSpace accepts no other payment that would have the effect of influencing ranking.

Article 17 – Reporting, moderation and suspension

17.1 Reporting illegal content

In accordance with Regulation (EU) 2022/2065 on digital services ("DSA"), anyone may report Content, a Review or a profile they consider illegal, using the "Report" button on the Platform or by email to customerservice@skillspace.fr, stating: the reasons for the report, the exact location of the content, their name and email address (except for certain content for which anonymity is permitted), and a statement confirming their good faith.

17.2 Reporting a User from the messaging

Any User may report another User from a conversation in the messaging, using the "Report" (« Signaler ») feature, stating the reason for the report and, where appropriate, further details. In order to examine the report, SkillSpace's team may access the reported conversation and read its content. When reviewing a no-show report (Article 11.1), SkillSpace's team may also read the conversation(s) linked to the Booking concerned. SkillSpace only accesses the content of conversations that have been reported and of those linked to a Booking for which a no-show has been reported, and solely for the

purposes of moderation, dispute handling and User safety.

17.3 Measures

In the event of a breach of the Terms, a well-founded report, a dispute reported by a Client or Provider, non-payment for a Job, fraud, dangerous behaviour, failure to comply with regulations applicable to a Job, or repeated complaints, SkillSpace may, proportionately: remove Content or a Review (in particular any profile photo, banner or portfolio photo showing contact details), show a no-show on a profile (Article 11.1), hide a profile, temporarily suspend an Account, deactivate it or delete it. Except in an emergency or where the law provides otherwise, the User concerned receives a statement of reasons for the decision. For a Professional Provider or a Company, any restriction or suspension is notified with its reasons no later than when it takes effect, and any permanent termination is subject to thirty (30) days' notice, except in the case of serious breach, legal obligation or repeated breaches, in accordance with Regulation (EU) 2019/1150. Suspension or deletion of an Account for breach does not give rise to any refund of the Subscription or Promotions in progress.

17.4 Challenging a decision

The User may challenge a moderation decision within six (6) months by writing to customerservice@skillspace.fr, specifying the decision concerned and their arguments. SkillSpace reviews the challenge and responds within a reasonable time. The User may also use an out-of-court dispute settlement body certified under the DSA or bring the matter before the competent court.

Article 18 – Intellectual property

The Platform, its structure, databases, software, texts, graphics, logos and the SkillSpace trademark are the exclusive property of SkillSpace or are licensed to it. Any unauthorised reproduction, extraction, adaptation or use, in whole or in part, is prohibited, as is any systematic data extraction (scraping) or any attempt at unauthorised access to the Platform. The User retains their rights in the Content they publish and grants SkillSpace, free of charge and on a non-exclusive basis, worldwide and for the duration of its publication, the right to host, reproduce, adapt and display it for the purposes of operating and promoting the Platform. The User guarantees that they hold the necessary rights to such Content.

Article 19 – Liability

SkillSpace uses reasonable means to ensure access to and proper operation of the Platform, under an obligation of means (best endeavours). Access may be interrupted, in particular for maintenance.

As SkillSpace acts as an intermediary and host, it cannot be held liable for:

- the performance, poor performance or non-performance of a Job, or any damage caused during it (to persons, children, animals or property);
- the payment or non-payment of the price of a Job between Client and Provider;
- the accuracy of information published by Users, including Providers' qualifications, insurance and rates;
- a User's failure to comply with their legal, tax, social security or regulatory obligations;
- abnormal or fraudulent use of the Platform by a User or a third party;
- services provided by third parties (Stripe, Apple, Google, the identity verification provider, communication tools);
- an event of force majeure within the meaning of Article 1218 of the French Civil Code.

SkillSpace can only be held liable for a proven fault directly attributable to it. Towards a Professional Provider or a Company, SkillSpace's total liability is limited to the amounts paid by that Provider to SkillSpace during the twelve (12) months preceding the event giving rise to the claim. Nothing in the Terms limits SkillSpace's liability towards a consumer beyond what the law permits.

Article 20 – Personal data

SkillSpace processes Users' personal data as data controller, in accordance with Regulation (EU) 2016/679 ("GDPR") and the amended French Law No. 78-17 of 6 January 1978, in particular for managing Accounts, verifying Providers, Bookings, payments, fraud prevention, moderation and User safety (including the examination of reported conversations and, where a no-show is reported, of the conversations linked to the Booking and of the time and position recorded, Articles 11.1 and 17.2), recording acceptance of the Terms, operating the Toutou assistant and the artificial intelligence features (automatic translation, search suggestions) and compliance with its legal obligations (including DAC7). The details of this processing and Users' rights (access, rectification, erasure, restriction, objection, portability) are set out in the Privacy Policy, as are the data erased and the data kept when the Account is deleted (Article 4). Users may exercise their rights at admin@skillspace.fr and lodge a complaint with the CNIL (French data protection authority). A User who receives another User's contact details in connection with a Booking undertakes to use them only for the purposes of the Job.

Article 21 – Changes to the Platform and the Terms

SkillSpace may develop the Platform and the Service, in particular for legal, technical or security reasons, or to add or improve features. SkillSpace may amend the Terms. Users are informed of any substantial change by email or notification and are asked to accept the new version of the Terms in the app; acceptance is recorded (version and date). For Professional Providers and Companies, changes take effect no earlier than fifteen (15) days after notification, in accordance with Regulation (EU) 2019/1150. A Provider who does not accept the changes may cancel their Subscription before they take effect. Continued use of the Platform after the changes take effect constitutes acceptance of the amended Terms.

Article 22 – General provisions

If any provision of the Terms is declared void or unenforceable, the remaining provisions remain in full force. SkillSpace's failure to rely on a breach does not constitute a waiver of its right to rely on it later. The Terms are written in French; in the event of translation, only the French version is authoritative.

Article 23 – Governing law, mediation and disputes

The Terms are governed by French law. In the event of a complaint, the User should first contact SkillSpace customer service at customerservice@skillspace.fr. In accordance with Articles L. 611-1 et seq. and L. 612-1 of the French Consumer Code, a consumer Client (as well as an Individual Provider) may, if a prior written complaint has been unsuccessful, refer the matter free of charge to the following consumer mediator:

- Centre de la Médiation de la Consommation de Conciliateurs de Justice (CM2C)
- Postal address: 49 rue de Ponthieu, 75008 Paris, France
- Website: www.cm2c.net (online submission of mediation requests)
- Email: secretariat@cm2c.net

The consumer may only refer the matter to the mediator after first attempting to resolve the dispute directly with SkillSpace by written complaint, and no later than one (1) year after that complaint. The mediator cannot be approached if the request is manifestly unfounded or abusive, or if the dispute has already been examined by another mediator or by a court. The solution proposed by the mediator is not binding on the parties. Failing an amicable settlement, the dispute will be brought before the competent courts under ordinary law. For disputes with a Professional Provider or a Company, jurisdiction is granted to the courts within the Aix-en-Provence Court of Appeal district, subject to mandatory provisions. SkillSpace does not settle disputes between Clients and Providers relating to a Job. The User may nevertheless report such a dispute to customerservice@skillspace.fr; SkillSpace can only act on it by suspending or deleting the Account concerned (Article 10) or, for a reported no-show, under the conditions of Article 11.1, the Client remaining free to leave a negative Review.

Article 24 – Points of contact

In accordance with Articles 11 and 12 of the DSA:

- Single point of contact for Member State authorities, the European Commission and the European Board for Digital Services: admin@skillspace.fr (languages: French and English);
- **Point of contact for Users**: customerservice@skillspace.fr (languages: French and English).

Annex – Withdrawal form (Individual Provider)

Please complete and return this form only if you wish to withdraw from your Subscription. To SkillSpace, 27 avenue Jean Médecin, 06000 Nice, France – customerservice@skillspace.fr: I hereby give notice that I withdraw from the contract for the SkillSpace Provider Subscription below:

- Taken out on: ……
- Full name: ……
- Account email address: ……
- Date: ……
- Signature (only if this form is sent on paper): ……