



1.1 VERSION for SERVICE PROVIDERS of the platform

Version January 2018

Are you offering SERVICES for CUSTOMERS in Switzerland on the Mila platform as a FRIEND or PRO? The following

Terms and Conditions of Use

shall apply then to use of the Mila platform.

These Terms and Conditions of Use shall apply to use of the Mila platform (<http://www.mila.com>) of Mila AG ("Mila") by SERVICE PROVIDERS. By registering on the platform, the SERVICE PROVIDER acknowledges that these Terms and Conditions of Use shall apply.

1. Terms

- SERVICE PROVIDER: Provider of services, either as a FRIEND or PRO.
 - FRIEND: Natural person who acts as a Mila-registered SERVICE PROVIDER as a freelance sideline activity.
 - PRO: Company which acts as a Mila-registered SERVICE PROVIDER as its primary job.
- Mila: Mila AG, Gutenbergstrasse 1, CH-8002 Zurich, www.mila.com, Company register no. CHE-220.287.171, Email: info@mila.com
- SERVICES: Services which SERVICE PROVIDERS offer CUSTOMERS on the Mila platform.
- SERVICE CROWD: When they register on the Mila platform, SERVICE PROVIDERS become part of the SERVICE CROWD and additionally have the option of joining one or more SERVICE COMMUNITIES.
- SERVICE COMMUNITY: Any SERVICE COMMUNITY for BUSINESS PARTNERS of Mila
- CUSTOMER: A natural person or legal entity who requests a SERVICE via the Mila platform and subsequently engages a SERVICE PROVIDER to perform a SERVICE in this regard.
- SERVICE PACKAGES: Certain services which are typically provided in a product area and are bundled in packages at an entered AVERAGE PRICE.
- AVERAGE PRICE: Non-binding average price for specified SERVICE PACKAGES that is notified to the CUSTOMER for information and guidance. An AVERAGE PRICE is a historical price resulting from fees directly agreed in the past between CUSTOMER and SERVICE PROVIDERS for corresponding SERVICE PACKAGES. An AVERAGE PRICE is not deemed to be a cost estimate.
- PROFILE: A description created by a SERVICE PROVIDER (name, profile picture, skills etc.), supplemented by CUSTOMER ratings for SERVICES provided previously which can be downloaded on the Mila platform.



- **BUSINESS PARTNER:** Company which Mila has engaged to develop a SERVICE COMMUNITY and to which it also provides its own brand name, logos etc. by way of promotional support, where necessary, for said SERVICE COMMUNITY.

2. Mila's role

With the Mila platform, Mila offers a marketplace for SERVICE PROVIDERS and CUSTOMERS and enables them to contact each other and enter into and process contracts for SERVICES. Mila itself is not a party to these contracts for SERVICES, nor does it enter into contracts as a representative of one of the parties.

Mila is not responsible as a platform operator for the conclusion, content and implementation of contracts between SERVICE PROVIDERS and CUSTOMERS. SERVICE PROVIDERS are solely responsible for the content published in profiles.

Mila operates the Mila platform and provides it pursuant to the Terms and Conditions of Use. Mila reserves the right not to provide the Mila platform during maintenance work, for the purpose of implementing new functions or due to other technical requirements. As part of the platform, Mila also provides various access and communication solutions for SERVICE PROVIDERS and CUSTOMERS such as the Mila app or web applications which may be used by SERVICE PROVIDERS and CUSTOMERS pursuant to these Terms and Conditions of Use. Mila reserves the right to amend, extend or decommission these solutions over time and to also make some or all of its contractual services contingent on the use of these technical solutions.

No legal claims can be derived as a result, and, to the extent that is legally permitted, the SERVICE PROVIDERS waive any legal claims and agree not to assert them (waiver of action).

3. BUSINESS PARTNERS' role:

No contractual relationship either exists or will be created between BUSINESS PARTNER and FRIEND or BUSINESS PARTNER and CUSTOMER by the use of the Mila platform. The FRIEND shall therefore also not present himself to the CUSTOMER as an agent or employee of BUSINESS PARTNER, shall not on behalf of the BUSINESS PARTNER make any promises to the CUSTOMER, and shall refrain from doing anything that might mislead a CUSTOMER in this regard or might harm the interests or good reputation of the BUSINESS PARTNER.

4. Registration

SERVICE PROVIDERS register on the Mila platform. For registration purposes, Mila requests, firstly, the last name, first name, date of birth, address and email address and secondly, the special knowledge and experience and other information about the SERVICE PROVIDER (e.g. hourly wage, area of service activity, profile description, account information) for various areas of activity. The SERVICE PROVIDER is obligated to provide this information completely and truthfully and shall ensure that the information is correct when the Mila platform is used. The SERVICE PROVIDER shall make adjustments to this content where necessary. Upon completion of registration with Mila, Mila accepts the SERVICE PROVIDER's offer to enter into the user agreement pursuant to these Terms and Conditions of Use for the Mila platform. The commission for the use of Mila services as specified in Annex 1 "Prices" (<http://mila.com/annex1>) shall apply.

Natural persons who register as SERVICE PROVIDERS must have reached the age of 18.



The FRIEND shall provide Mila with proof of its identity by uploading a copy of a Swiss identity card (front and back page). A FRIEND who is not a Swiss national provides evidence of his identity and residence permit by uploading a copy of his foreign national's permit. PROS shall provide evidence of their status with an up-to-date extract from the Commercial Register.

Registering as a FRIEND also requires a current extract from the criminal records (no more than two months old) to be uploaded.

Only one PROFILE is allowed for each FRIEND and PRO. A PRO must not, for example, also register as a FRIEND in addition. Mila reserves the right to delete multiple profiles which are attributable to the same FRIEND or PRO without giving advance notice.

Mila reserves the right to amend or suspend its services. Mila shall inform the SERVICE PROVIDER of this promptly. The SERVICE PROVIDER is not entitled to anything else apart from this.

Mila reserves the right to block or delete the SERVICE PROVIDER's profile temporarily or permanently if there is suspicion of misuse or of a contractual or statutory breach or Mila receives complaints from CUSTOMERS about the SERVICE PROVIDER.

5. Offering of SERVICES

CUSTOMERS request SERVICES via Mila. Mila forwards these enquiries to individual SERVICE PROVIDERS who offer the service requested in the requested region. Mila has discretion to decide which SERVICE PROVIDERS will be forwarded concrete requests. SERVICE PROVIDERS may respond to the requests and send the CUSTOMER a quote. SERVICE PROVIDERS as a rule have discretion as to how to deal with the requests and are not obligated to enter into contracts with CUSTOMERS based on requests forwarded to them. The disclosure obligations detailed below shall, however, apply to ensure that CUSTOMER requests can be processed in a way that is satisfactory to them.

The customer request shall be forwarded in each case to several SERVICE PROVIDERS whose place of residence and registered knowledge appear suited to the specific order. It will usually be forwarded using the access and communications solutions provided by Mila (primarily app and web-portal). The SERVICE PROVIDER who is first to notify its readiness to process the said customer request shall be sent this request by Mila.

SERVICE PROVIDERS are not entitled to have specified customer requests or a specified number of customer requests forwarded to them. Mila provides no warranty that a contract will be entered into between CUSTOMER and SERVICE PROVIDER as a result of a request that has been forwarded.

Mila is authorised to ask the CUSTOMER and SERVICE PROVIDER about the type and method by which the contract will be processed. SERVICE PROVIDERS are obligated to provide truthful information. A breach of this obligation may result in the SERVICE PROVIDER being excluded and removed from the Mila platform.

6. Duties of the SERVICE PROVIDER

The SERVICE PROVIDER must not use the Mila platform for purposes which are contrary to these Terms and Conditions of Use or are otherwise illegal or unethical or harm the interests of Mila or a BUSINESS PARTNER. The SERVICE PROVIDER must not in the course of using the Mila platform, or when it subsequently implements the order for the customer, infringe third



party rights (e.g. by installing licensable software without there being an adequate license).

The SERVICE PROVIDER is obligated to comply with statutory disclosure obligations and to use the technical options provided by Mila to do this. Mila provides a rating system which CUSTOMERS can use to rate the SERVICE PROVIDER. Unjustified ratings are dealt with in an opposition procedure. Separate fair-use policies apply to the ratings for CUSTOMERS (Annex 2: <http://mila.com/annex2>). SERVICE PROVIDERS may not contact the customer directly for the purpose of correcting a rating that has been issued.

A PROFILE is automatically created when a SERVICE PROVIDER is registered on the Mila platform. SERVICE PROVIDERS are obligated to provide truthful personal information about themselves and their skills. The SERVICE PROVIDER as an independent provider of the SERVICE is itself responsible for the PROFILE and the contractual relationship with the CUSTOMER.

If Mila is notified of an abuse in connection with a PROFILE, Mila may, in urgent cases even without prior notice, block PROFILES which are not in accordance with the Terms and Conditions of Use or which infringe third party rights.

The SERVICE PROVIDER may only offer services or enter into contracts with CUSTOMERS via the platform if it has the necessary skills and (commercial) authorizations. If a SERVICE PROVIDER establishes in the course of its contact with the CUSTOMER that it is not able to duly perform the specific order, it shall decline to accept it and shall inform Mila immediately so that the request can be forwarded to another suitable SERVICE PROVIDER.

Mila reserves the right, when a customer makes a complaint, to carry out enquiries concerning execution of the order and the skills of the SERVICE PROVIDER. The SERVICE PROVIDER must reach a clear agreement with the CUSTOMER prior to the start of the SERVICE, in which the SERVICE, the time it will be provided, and the price payable for it are clearly specified. Mila recommends that this agreement be made in writing (email).

Every request shall include the deadline and place requested by the CUSTOMER. If the SERVICE PROVIDER declares that it is ready to execute a requested SERVICE in accordance with the customer's wishes it shall notify Mila thereof with the help of the system. FRIENDS shall be asked 72 hours before the desired deadline by Mila whether they confirm this. Only if confirmation is provided, will Mila send the CUSTOMER's contact data and only subsequently can the contract be entered into between FRIEND and CUSTOMER.

After completion of an order, the SERVICE PROVIDER shall inform Mila immediately thereof, indicating the price agreed with the CUSTOMER and the payment method agreed. The SERVICE PROVIDER shall provide this information to Mila via app or web portal.

The SERVICE PROVIDER is not subject to any directives from Mila or the BUSINESS PARTNER when performing its services.

The SERVICE PROVIDER must provide at its own expense any equipment and transportation that may be necessary for executing a CUSTOMER order.

In the course of registering, the SERVICE PROVIDER accepts the Mila Code of Conduct.

7. Liability of the SERVICE PROVIDER

If the SERVICE PROVIDER enters into a contract with the CUSTOMER, it shall be liable to



the CUSTOMER for properly providing the agreed SERVICE and for any resulting loss or damage caused as a result of fault (through gross negligence or wilful intent).

If defective SERVICES are provided, the statutory warranty rules shall generally apply.

Mila recommends that the SERVICE PROVIDER take out liability insurance.

The SERVICE PROVIDER shall indemnify Mila and BUSINESS PARTNER and hold them harmless in the event that customers make claims in connection with SERVICES. The SERVICE PROVIDER shall inform Mila immediately of the collection and settlement of claims by CUSTOMERS in connection with its SERVICE.

8. Commission

For successfully introducing CUSTOMERS to SERVICE PROVIDERS, Mila shall collect a commission from the SERVICE PROVIDERS. The details of the commission are specified in the price list that applies in each case, which is available in Annex 1 "Prices" (<http://mila.com/annex1>). Mila may adjust the commissions in future at any time subject to 14 days' notice. The commission is calculated based on the fee actually agreed by the SERVICE PROVIDER with the CUSTOMER.

If there are service problems in the relationship between SERVICE PROVIDER and CUSTOMER, this may result in cases covered by warranty (including "cancellation" by the CUSTOMER). It is the duty of the SERVICE PROVIDER itself to meet its obligations arising from the rescission. This shall not affect Mila's entitlement to commission.

The SERVICE PROVIDER is obligated, for the purpose of calculating the commission for Mila, to notify Mila of each contract concluded for SERVICES with CUSTOMERS immediately after the SERVICES are implemented, indicating the agreed fee and the payment method agreed with the CUSTOMER. If the SERVICE PROVIDER fails to provide such notification, Mila may terminate the user agreement for the platform with the SERVICE PROVIDER and claim the commission due, initially based on the AVERAGE PRICE for the service package requested by the CUSTOMER. Providing Mila with incorrect information about the fee received constitutes a grave breach of the Terms and Conditions of Use and entitles Mila to bar the SERVICE PROVIDER.

The commission is payable by the SERVICE PROVIDER to Mila where possible using the payment service provider provided by Mila for this purpose ("STRIPE: or similar). Mila may, but is not obligated to, offer the SERVICE PROVIDER the non-binding option of invoicing the CUSTOMER on behalf of and for the account of the SERVICE PROVIDER via the Mila platform. The SERVICE PROVIDER is in all cases responsible in this process for providing Mila promptly with the correct data for invoicing (e.g. a VAT number). The SERVICE PROVIDER is responsible in every case for collection, regardless of any invoice that is sent via the Mila platform.

9. Data protection, data security, consent to data processing and transfer

The SERVICE PROVIDER expressly consents to the privacy statement¹ and to the corresponding collection and processing by Mila of personal data of the SERVICE PROVIDER. The SERVICE PROVIDER agrees in particular that

¹ https://www.mila.com/public/pdf/_nutzungsbedingungen/annex/datenschutzbestimmungen_en.pdf



- said data in connection with the contractual brokerage services shall be passed to CUSTOMERS and, that it, including the photographs produced by SERVICE PROVIDER, can be accessed by other potential CUSTOMERS on the website and rating platform provided by Mila;
- said data shall be transmitted or surrendered to BUSINESS PARTNERS;
- it can be sent information from Mila and BUSINESS PARTNER, including advertising, to the email address and telephone number notified during registration.

In addition, the SERVICE PROVIDER agrees that Mila can use the additional personal data that the SERVICE PROVIDER provides to Mila in accordance with these Terms and Conditions of Use (such as identity card, extract from criminal records and Commercial Register) for the purpose of verifying the identity of the SERVICE PROVIDER. Mila shall not pass this additional data to third parties and shall process it exclusively in the EU/EEA zone.

The SERVICE PROVIDER is aware that it

- may revoke this declaration of consent, including parts of it, at any time,
- request information about the personal data concerning it that is processed by Mila and
- request the correction of incorrect or incomplete data.

Such notifications or requests may be sent by the SERVICE PROVIDER directly to Mila. The SERVICE PROVIDER acknowledges that Mila may also be obligated to disclose said personal data to authorities if there are corresponding requests pursuant to statutory provisions and official orders.

SERVICE PROVIDERS must keep secret the CUSTOMER data which they have learned of in the course of their activity, including login and password data, must not disclose it to third parties and must protect it from access by third parties. The CUSTOMER data that has become known may only be used as required by the SERVICE PROVIDER exclusively to fulfil the CUSTOMER's order and must be completely deleted by the SERVICE PROVIDER after the order is completed.

Mila also offers the option of localisation (geotracking). Geotracking can be activated by the SERVICE PROVIDER for each SERVICE and enables the CUSTOMER to identify the current position of the SERVICE PROVIDER as well as its movements. The aim of geotracking is to help the SERVICE PROVIDER and CUSTOMER sync their locations and times for meetings. No additional use of the geotracking and the data generated thereby is permitted (in particular, continuing monitoring of the SERVICE PROVIDER). SERVICE PROVIDERS may deactivate the option at any time. The system shall be used to switch off geotracking after a SERVICE is completed. By activating geotracking, the SERVICE PROVIDER agrees that the corresponding data may be processed abroad (in particular, in the EU and USA).

10. Commercial and tax law

SERVICE PROVIDERS themselves are exclusively responsible for paying the proper tax and social security charges due on the income they generate by using Mila. Mila is not an employment service, temporary employment agency or employer in relation to SERVICE PROVIDERS. SERVICE PROVIDERS agree that they are independently responsible for paying the corresponding government duties (such as withholding tax, income tax, social security charges and any VAT taxes). If for any reason claims are made against Mila for such



duties, SERVICE PROVIDERS are obligated to hold Mila harmless. Mila expressly dissociates itself from undeclared work.

11. Applicable law, jurisdiction

The contractual relationship shall be subject to Swiss law and excludes all international conflict of laws rules. The parties agree that the courts in Zurich shall have exclusive jurisdiction for all disputes arising from or in connection with use of the Mila platform.