

VERSION for CUSTOMERS of the platform

Are you a CUSTOMER residing in Austria who is looking for the SERVICES of a FRIEND or PROFESSIONAL on the Mila platform (<https://www.mila.com/en-at>)? Then your use of the Mila platform is governed by the following

Terms of Use

By registering on the Mila platform (<http://www.mila.com>) of Mila AG ("Mila"), the CUSTOMER acknowledges that these Terms of Use shall apply.

1. Definitions

- **SERVICE PROVIDER:** Provider of SERVICES, either as a FRIEND or a PROFESSIONAL. SERVICE PROVIDERS operate as entrepreneurs within the meaning of Section 1 of the Entrepreneurial Code [UGB].
 - o **FRIEND or FRIENDS:** Provider of SERVICES as a natural person who is registered at Mila as independently providing services as a sideline activity.
 - o **PROFESSIONAL:** A company that is registered at Mila as a provider of SERVICES as its primary business and that acts on behalf of Mila in relation to the CUSTOMER.
- **SERVICES:** ON-SITE or REMOTE services offered by SERVICE PROVIDERS to CUSTOMERS on the Mila platform.
- **REMOTE SERVICES:** SERVICES carried out by telephone or by means of supporting software such as [Team Viewer](#).
- **Mila:** Mila AG, Gutenbergstrasse 1, CH-8002 Zurich, www.mila.com, Swiss commercial register no. CHE-220.287.171, email: info@mila.com
- **SERVICE CROWD:** By registering on the Mila platform, SERVICE PROVIDERS become part of the SERVICE CROWD as the group of SERVICE PROVIDERS, and have the additional option of joining one or more of the SERVICE COMMUNITIES.
- **CUSTOMER:** A natural person or legal entity that directly or indirectly through an intermediary (e.g. a shop employee of a Mila Enterprise Partner) requests a SERVICE on the Mila platform and subsequently engages a SERVICE PROVIDER ("FRIEND" or "PROFESSIONAL") to perform a SERVICE.
- **SERVICE PACKAGES:** Certain SERVICES which are typically provided in a product area and are bundled in packages with a posted estimated and non-binding price (in the event a FRIEND is engaged). This price is solely for purposes of providing guidance to CUSTOMERS as to what price FRIENDS have asked for in the past for comparable SERVICE PACKAGES, but these prices are not cost estimates. The price for the SERVICES is directly agreed between the CUSTOMER and the FRIEND and may differ from the estimated, non-binding price. Where the CUSTOMER contracts for the provision of the SERVICE by a PROFESSIONAL, then the price indicated on the Mila platform in its "PROFESSIONAL zone" is a fixed price for the SERVICES contained in the specific SERVICE PACKAGE.
- **PROFILE:** A description created by a SERVICE PROVIDER (name, profile picture, skills etc.), supplemented by CUSTOMER ratings for SERVICES provided previously, which can be called up on the Mila platform.
- **HAPPINESS GUARANTEE:** Mila strives to organise the best SERVICE for the CUSTOMER and to make its everyday life easier. This is what Mila's Happiness Guarantee stands for. If a CUSTOMER is not satisfied with the quality of service it

has booked on the Mila platform, Mila Customer Service is there for the CUSTOMER. The CUSTOMER only pays for the SERVICE once it has been completed satisfactorily.

- **TRUST & SUPPORT FEE:** The CUSTOMER will see on the invoice for each booking for which a Mila FRIEND is engaged an amount of EUR 3.00 for the Trust & Support Fee. The Trust & Support Fee covers the costs for Mila Customer Service support in the event of uncertainties regarding the order or disputes between the CUSTOMER and the FRIEND.

2. Role of Mila

2.1. Order processed via a FRIEND

On the Mila platform, Mila, acting as an intermediary, offers FRIENDS and CUSTOMERS a marketplace and enables them to enter into direct contact with one another and to conclude and perform 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.

As a platform operator, Mila is not responsible for the conclusion, content and implementation of contracts between FRIENDS and CUSTOMERS. The FRIEND bears sole responsibility for the content published on his/her PROFILE.

2.2. Order processed via a PROFESSIONAL

On its Mila platform, Mila offers a marketplace through which CUSTOMERS may book the SERVICES of PROFESSIONALS. In such case, the CUSTOMER concludes a contract with Mila. Via the marketplace, Mila refers a suitable PROFESSIONAL, who contacts the CUSTOMER on behalf of Mila and performs the SERVICE on Mila's behalf.

2.3. Operation of Mila platform

Mila operates the Mila platform and provides it subject to these Terms of Use. Mila reserves the right not to provide its Mila platform during periods of regular maintenance work, in order to implement new functionality or due to other technical requirements, or even to remove it completely. On its platform, Mila also provides SERVICE PROVIDERS and CUSTOMERS with various technical solutions for access and communication, such as the Mila app or web applications, which SERVICE PROVIDERS and CUSTOMERS may use subject to these Terms of Use. Mila reserves the right over time to modify or supplement these solutions or to remove them from service and also to make the provision of some or all of its contract services subject to the use of these technical solutions. Mila shall be entitled to temporarily or permanently exclude CUSTOMERS from the use of the Mila platform where it suspects that they have misused either the platform or individual sub-areas of the platform (e.g. the rating tool).

3. Requests for SERVICES, referrals to SERVICE PROVIDERS, award of contracts

CUSTOMERS may initially use the Mila platform without registering. However, CUSTOMERS are required, when submitting a specific request for SERVICES via the Mila platform, to provide their last name, first name, date of birth, address and email address or telephone number, and are required to provide this information in complete and truthful form. Mila may exclude CUSTOMERS who make incorrect or intentionally incomplete statements in this regard from any further use of the platform.

In connection with their submission of requests for SERVICES via the Mila platform, CUSTOMERS are requested to describe the SERVICE they are seeking as precisely as possible so that Mila is able to efficiently forward the request to suitable SERVICE PROVIDERS.

When making such requests, CUSTOMERS may either propose a specific SERVICE PROVIDER whom the CUSTOMER knows based on previous work, or may leave the selection of suitable SERVICE PROVIDERS to Mila's discretion.

Mila will forward these requests (including the CUSTOMER's contact details) either to the SERVICE PROVIDER requested by the CUSTOMER or to other SERVICE PROVIDERS who offer the desired SERVICE within the requested region. In selecting SERVICE PROVIDERS, and notwithstanding any request that a CUSTOMER may make, Mila shall have complete discretion, and CUSTOMERS have no legal claim that their requests be forwarded to a specific SERVICE PROVIDER.

If a SERVICE cannot be carried out by the assigned SERVICE PROVIDER itself due to the high degree of complexity or specialty (e.g. so-called data recovery cases), the FRIEND / PROFESSIONAL or Mila shall engage a third-party company to do so. Natural persons who order SERVICES as CUSTOMERS must be at least 18 years of age. Legal entities that order SERVICES as CUSTOMERS must be validly represented by an authorised body.

3.1. Contracting with FRIENDS

The following provision shall apply if the CUSTOMER wishes the requested SERVICE to be provided by a FRIEND:

FRIENDS to whom Mila has forwarded a CUSTOMER's request may contact the CUSTOMER based on the request forwarded to them, discuss the requested SERVICE and subsequently submit a concrete offer to the CUSTOMER by telephone or email to enter into a concrete contract to perform the requested SERVICE.

The handling of the requests as well as the setting of the proposed compensation to be paid by the CUSTOMER is generally in the FRIENDS' discretion. Likewise, CUSTOMERS are entirely free to accept or reject a specific offer by the SERVICE PROVIDER. Where prices are stated on the Mila platform for certain SERVICES or SERVICE PACKAGES, these are merely estimates based on previous experiences with similar SERVICES, which are not binding either on the CUSTOMER or on the SERVICE PROVIDER. Mila does not exercise any control over the amount of compensation agreed between CUSTOMERS and FRIENDS.

Where the CUSTOMER accepts the SERVICE PROVIDER's offer, a contract is formed between the CUSTOMER and the applicable SERVICE PROVIDER. Mila strongly recommends that the relevant details of this contract be set out in writing (email, etc.) in order to avoid later disputes.

The purpose of the Mila platform is merely to facilitate the conclusion of contracts between CUSTOMERS and FRIENDS. Mila does not itself become a party to any such contract and bears no liability for the SERVICES provided under such contract. Mila also does not provide any warranty that a CUSTOMER will be contacted by a suitable FRIEND within any specific length of time after submitting a relevant request.

CUSTOMERS do not have any legal claim to the conclusion of a contract with a FRIEND based merely on their use of the Mila platform.

3.2. Contracting with PROFESSIONALS

Where the CUSTOMER wishes the specific SERVICE to be provided by a PROFESSIONAL, then the CUSTOMER may make a request on the Mila platform for a pre-defined SERVICE PACKAGE for which a fixed price is quoted. Mila will thereupon search for a suitable PROFESSIONAL to perform the SERVICE and subsequently confirm acceptance of the order to the CUSTOMER, indicating the PROFESSIONAL's contact details. Such confirmation creates a contract between Mila and the CUSTOMER.

The PROFESSIONAL subsequently contacts the CUSTOMER, agrees the specific service appointment and then provides the SERVICES on Mila's behalf. Any complaints, notices of defects etc. should be addressed to Mila.

Where the CUSTOMER wishes to obtain additional SERVICES which deviate from the pre-defined SERVICE PACKAGE shown on the Mila platform, it must inform Mila thereof in a timely manner. The PROFESSIONAL will only perform such additional SERVICES when agreement is reached between the CUSTOMER and Mila regarding the performance of such SERVICES. CUSTOMERS may not directly contract with the PROFESSIONAL for such additional SERVICES without Mila's consent.

4. Service defects, warranties, liability for orders processed via FRIENDS

Mila shall only be liable to CUSTOMERS for its own fault, and expressly disclaims any liability for simple negligence, except in cases of personal injury or breaches of material contractual obligations.

Where, in the view of the CUSTOMER, the performance of the SERVICE was deficient or the FRIEND has caused the CUSTOMER to suffer damages, the CUSTOMER must assert such claims exclusively against the applicable FRIEND. Mila shall have no liability and/or indemnification obligations whatsoever in this regard, but will endeavour, through the Mila HAPPINESS GUARANTEE, to resolve the problems and achieve agreement between the CUSTOMER and the FRIEND.

Mila expressly points out that, although FRIENDS who have registered as SERVICE PROVIDERS on its platform may claim to have the experience shown in their PROFILE, they will not necessarily have the relevant training. Thus, CUSTOMERS should only engage FRIENDS to perform simple tasks that can be accomplished by experienced users (including those without formal training). Tasks for which formal proof of qualifications is required (e.g. electrical or gas installations) may only be awarded by CUSTOMERS to appropriate PROFESSIONALS.

5. Costs, provision of information, prohibition on future direct contracting, liability of the CUSTOMER

The use of the Mila platform in a personal capacity is free of charge to CUSTOMERS when they obtain a referral for a contract with a FRIEND. Mila advises CUSTOMERS that in the event of the successful placement of an order, the applicable FRIEND shall pay Mila a commission for the referral as well as the amount of EUR 3.00 allocated to the Trust & Support Fee.

Thus, following the successful placement of an order for the provision of a SERVICE by a FRIEND, the CUSTOMER is obligated to furnish information to Mila upon request as to the agreement the CUSTOMER made with a specific FRIEND and the compensation the CUSTOMER agreed and/or paid.

Following successful placement of a contract to provide SERVICES, both the CUSTOMER and the SERVICE PROVIDER are prohibited from making future

agreements for comparable SERVICES directly, i.e. without using the Mila platform and thus circumventing the SERVICE PROVIDER's duty to pay commission. Where a SERVICE PROVIDER makes a proposal in this regard to a CUSTOMER, the CUSTOMER shall promptly report this to Mila.

Where the CUSTOMER refuses to provide such information, where the CUSTOMER does not provide it correctly or otherwise breaches the foregoing provision, the CUSTOMER shall be liable to Mila for the losses incurred thereby (in particular, the lost commission).

6. Prohibition on using the Mila platform for commercial brokering

CUSTOMERS are expressly prohibited from using the Mila platform for purposes of commercial (gainful) brokering of SERVICES to third parties.

7. Consequences of CANCELLING appointments

CUSTOMERS may cancel confirmed booking requests under the conditions set forth in points a. to c. below.

- a. Cancellation up to 24 hours before the start of the SERVICE is free of charge.
- b. For a cancellation made 24 hours before the start of the SERVICE, the SERVICE PROVIDER shall be entitled to the following payment, depending on the time of cancellation:

For cancellations made (i) 24 – 3 hours before the start of the SERVICE, a fee of 40,00 € may be charged for PROFESSIONAL SERVICES or a fee of 25,00 € may be charged for FRIENDS SERVICES; (ii) less than 3 hours before the start of the SERVICE, a fee of 60,00 € may be charged for PROFESSIONAL SERVICES or a fee of 40,00 € may be charged for FRIENDS SERVICES.

Point b. does not cover cancelled orders which were placed by Mila less than 24 hours before the scheduled start of the order.

- c. If the CUSTOMER is not on site at the time of the SERVICE appointment as agreed or, in the case of remote services, is not available by telephone, a fee of 60,00 € may be charged for PROFESSIONAL SERVICES or a fee of 40,00 € may be charged for FRIENDS SERVICES.

All prices are inclusive of VAT.

8. Rating system

Mila provides a rating system with which CUSTOMERS can rate SERVICE PROVIDERS. Unjustified ratings are dealt with through an objection procedure. The following "[Fair Use Policy](#)" applies to ratings by CUSTOMERS. Mila expressly advises CUSTOMERS that such ratings may only be made in an unemotional form, avoiding any wording which could be insulting or inflammatory, and that facts must be correctly represented. Gross violations of these rules may lead not only to exclusion of the CUSTOMER from further use of the Mila platform, but also to criminal or civil prosecution on the part of the injured party.

If the CUSTOMER provides a specific rating, it also gives its consent to it being forwarded to the specific SERVICE PROVIDER and to the publication of the rating on the Mila platform (which may include the CUSTOMER's name (possibly abbreviated) and place of residence).

Notwithstanding such ratings, Mila shall be entitled to inquire with CUSTOMERS and SERVICE PROVIDERS regarding the way in which the SERVICE was performed.

9. Fair Use Policy for ratings

Freedom of thought, transparency and clear communication are important to Mila and are consequently an integral part of our community concept. Please stick to the facts when you create a rating. The ratings should contain constructive information which helps all parties at all times to improve service.

Mila has absolutely no wish to censor, edit or delete ratings. However, we reserve the right to remove ratings which are in breach of our policy.

The following is prohibited on the Mila platform:

- Issuing ratings which do not reflect the user's personal experience.
- Issuing ratings which have nothing to do with the actual booking (for example, political, religious or social comments).
- Publishing content which supports illegal or harmful activities or violence, infringes privacy, is tasteless, obscene, defamatory, threatening or discriminatory, or otherwise immoral.
- Publishing content which infringes the rights of another person or entity, including intellectual property rights or the right to self-determination concerning personal information (for example, publication of the full name, address or other identifying details of another person without their permission).
- Publishing content which is clearly identifiable as blackmail.

10. Data protection, consent to data processing and transfer

Mila collects and processes the CUSTOMER's personal data, in particular

- data provided by the CUSTOMER itself (name, contact details, address, telephone number, email address, requested SERVICE)
- data regarding successfully referred SERVICE contracts (SERVICE PROVIDER, SERVICE provided, agreed remuneration) and CUSTOMER's ratings thereof,

and transfers such data to third parties, and in particular to SERVICE PROVIDERS, to the extent necessary to arrange for and/or process the contractual relationship, all in accordance with the provisions in Mila's [Privacy Statement](#).

The CUSTOMER expressly consents to

- receiving information from Mila, including advertising, at the email address(es), telephone number(s) and/or social media account(s) provided by the CUSTOMER in connection with its request for SERVICES;
- publication of the ratings of SERVICE PROVIDERS given by the CUSTOMER on the Mila platform, including a reference to the CUSTOMER's name (possibly abbreviated).

The CUSTOMER is aware that it may

- withdraw this consent – including partially – at any time, provided that this does not violate statutory retention or transfer obligations,

- request information about the personal data concerning it that are processed by Mila and
- request rectification of incorrect or incomplete data.

CUSTOMERS may forward such communications or requests to Mila directly.

The CUSTOMER acknowledges that Mila may be required upon receipt of corresponding inquiries pursuant to applicable law to also provide such personal data to the (tax) authorities and/or to store such personal data in accordance with statutory retention periods.

11. Invoicing, payment processing

Mila expressly disassociates itself from any form of undeclared work and/or tax evasion.

11.1. For FRIENDS

The CUSTOMER is advised that the FRIEND is obligated to issue a proper invoice for the SERVICES he/she performs for the CUSTOMER and to deliver it to the CUSTOMER. Where the CUSTOMER participates – in any way whatsoever – in any violation of this obligation, this may give rise to sanctions against the CUSTOMER by the competent authorities.

The Mila platform sends a billing statement in the name of the FRIEND to the CUSTOMER for all SERVICES provided through the platform. This is done solely as a service in the name and on account of the FRIEND – Mila does not as a result become a party to the contract between the CUSTOMER and the SERVICE PROVIDER and shall not be liable for any errors in such billing statements. Any complaints regarding billing must be resolved solely between the CUSTOMER and the FRIEND directly.

11.2. For PROFESSIONALS

In the event of contracting with PROFESSIONALS, invoices are issued by Mila in its own name.

In order to successfully request a SERVICE via the Mila platform, the CUSTOMER must also select the payment method and input its payment information. Mila is a system that only permits cashless payments (e.g. credit cards, giro payments, "Sofort", etc.). For the processing of payments, Mila cooperates with the licensed payment service provider Adyen (adyen.com), which processes the payments for Mila.

Mila's creates the invoice based on its records. Mila may combine various invoices of the CUSTOMER and collect minor invoice amounts together with a subsequent invoice. The invoice amount must be paid by the due date stated on the invoice. If no such date is specified, the due date shall be the invoice date plus 30 days. Objections by the CUSTOMER to the invoice amount must be made within one month of the use that is being complained about. Thereafter they shall be deemed to have been accepted by the CUSTOMER. If the objections concern only part of the invoice, Mila may require that the undisputed part of the invoice be paid within the time limit. Either party may offset undisputed counterclaims.

If the CUSTOMER has not paid the invoice in full by the due date nor raised substantiated written objections to it, the CUSTOMER shall automatically be in default and Mila may, as far as legally permissible, suspend the provision of all outstanding SERVICES, take further measures to prevent increasing damages (e.g. blocking the

account with Mila) and/or terminate the contract without notice and without compensation.

The CUSTOMER shall bear all costs incurred by Mila as a result of the payment default. The CUSTOMER in particular owes Mila a notice fee of EUR 5.00 from the second reminder notice. As of the third reminder notice, a notice fee of EUR 10.00 as well as late interest of 5% will be charged.

Mila may use third parties for collection purposes at any time. The CUSTOMER must pay minimum fees directly to the third party engaged for this purpose and must also compensate it for its individual costs and expenses that are necessary in order to collect the debt.

12. Applicable law, jurisdiction

The contractual relationship between Mila and the CUSTOMER shall be governed by Austrian law, excluding all international conflict-of-laws rules. The parties agree that the courts in Vienna, Inner City shall have exclusive jurisdiction over all disputes arising from or in connection with the use of the Mila platform, subject to any mandatory statutory provisions, such as e.g. the Consumer Protection Act, to the contrary.