

VERSION for CUSTOMERS of the platform

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

Terms of Use

By registering on the Mila platform (<https://www.mila.com/en-de>) 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 14 German Civil Code.
 - 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
- **MILA SERVICE CROWD:** By registering on the Mila platform, SERVICE PROVIDERS become part of the MILA SERVICE CROWD as the group of SERVICE PROVIDERS, and have the additional option of joining one or more 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 his/her everyday life easier. This is what Mila's Happiness Guarantee stands for. If a CUSTOMER is not satisfied with the quality of service he/she 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 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.

A change to or suspension of the platform or the technical access and communications solutions shall have no effect on existing contracts or binding offers for SERVICES.

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).

2.2 Relationship between the FRIEND and the CUSTOMER

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. The referral of SERVICES to FRIENDS is free of charge to CUSTOMERS.

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.

2.3 Relationship between the PROFESSIONAL and the CUSTOMER

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.

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

3.1 Requests of the CUSTOMER via the platform

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 and 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 requests, CUSTOMERS may either state a preference for 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 specifically preferred 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. The CUSTOMER shall not have a legal claim that its 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 who order SERVICES as CUSTOMERS must be validly represented.

3.2 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 of FRIENDS, 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.

3.3 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, he/she 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

4.1 Liability exclusion

The parties shall only be liable for breaches of their obligations to the extent they are responsible therefor. Mila shall only be liable for simple negligence to the extent there is breach of an obligation that is material to achieving the contractual purpose (material obligation). The foregoing shall be without prejudice to liability for damages caused by wilful intent and gross negligence, as well as under the Product Liability Act. The foregoing provisions shall also apply mutatis mutandis for the benefit of the employees, representatives or auxiliaries used by Mila.

4.2 Special provisions for contracts with FRIENDS

Where, in the view of the CUSTOMER, the performance of the SERVICE was deficient or the FRIEND has caused the CUSTOMER to suffer losses or damages, the CUSTOMER must assert such claims solely against the applicable 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 appropriately qualified PROFESSIONALS.

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

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.

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 PRO 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 PRO 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 PRO 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. Violations of these rules may lead not only to exclusion of the CUSTOMER from further use of the Mila platform, but in certain circumstances also to criminal or civil prosecution on the part of the injured party.

The rating is forwarded to the specific SERVICE PROVIDER and published on the Mila platform, indicating 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. Geo-tracking

Mila offers the option of localisation (geo-tracking), which enables the CUSTOMER if desired to identify the current location of the SERVICE PROVIDER who has been engaged shortly before the agreed time of SERVICE. Geo-tracking helps to ensure that the SERVICE PROVIDER reaches the CUSTOMER at the right place and at the right time. For this purpose, location-based data of the CUSTOMER are sent to the geo-tracking service provider Arrivy. Thirty minutes before the start of the SERVICE, the geo-tracking is automatically activated on the SERVICE PROVIDER's mobile device, and a notification is sent to the CUSTOMER at the same time. Based on the location, the status is automatically changed on the geo-tracker during provision of the SERVICE or notifications are sent, and upon completion of the SERVICE, the feature is deactivated via the system.

11. Privacy

Mila collects and processes the CUSTOMER's personal data as specified in its [Privacy Statement](#).

12. Invoicing and payment terms

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

12.1 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.**

12.2 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, he/she 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. In particular, the CUSTOMER shall owe Mila a notice fee of EUR 10.00 beginning with the second reminder notice. As of the third reminder notice, a notice fee of EUR 20.00 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.

13. Termination

The CUSTOMER may terminate the contract for the use of the platform with immediate effect at any time. The CUSTOMER may no longer use the platform after the contract is terminated. Mila may duly terminate the contract for the use of the platform subject to 30 days' notice.

Termination of the contract for the use of the platform shall have no effect on existing contracts or binding offers for SERVICES to which the provisions of these TERMS OF USE shall continue to apply, in particular the HAPPINESS GUARANTEE.

The foregoing shall be without prejudice to the statutory right of the parties to termination for good cause.

14. Amendment of the Terms of Use

Mila may amend these Terms of Use for the purpose of implementing statutory provisions, administrative orders or court judgments and/or decisions that are mandatory for Mila. In such cases, Mila may make the amendments required therefor. Amendments to these Terms of Use may further be made provided the CUSTOMER is not, as a result, disadvantaged in bad faith, and provided the CUSTOMER consents to the amendments.

Mila shall inform the CUSTOMER of such amendments to the Terms of Use by giving six weeks' written notice, with Mila notifying the specific amendments in each case.

An amendment of the Terms of Use shall have no effect on existing contracts or binding offers for SERVICES.

15. Applicable law, jurisdiction

The contractual relationship between Mila and the CUSTOMER shall be governed by German law in the case of consumers, without the consumer being deprived as a result of the protection afforded to it by those provisions from which, according to the law that would apply failing a choice of law, no deviation may be made by agreement.

If the CUSTOMERS are entrepreneurs, the contractual relationship shall be governed by German law, excluding all international conflict-of-laws rules. The parties agree that to the extent legally permissible the courts in Berlin shall have exclusive jurisdiction over all disputes arising from or in connection with the use of the Mila platform by entrepreneurs.