
Terms of Sale (CGV / Terms & Conditions)

MyWornSkin — Version 1.1 — 12 August 2026

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Preamble

MyWornSkin is an online marketplace (hereinafter “the Platform”) that connects verified creators and adult buyers for the sale of genuinely worn intimate items. The Platform acts exclusively as a technical intermediary. It does not itself sell the products and is not the owner of the published listings. Access to and use of the Platform are strictly reserved for adults (18 years and over). A mandatory Age Gate must be validated before any access to adult content.

Article 1 — Definitions

- **Creator:** verified user who publishes and sells genuinely worn intimate items.
- **Client / Buyer:** adult user who purchases on the Platform.
- **Worn By Me:** mandatory private verification proving that the creator has actually worn the garment.
- **Commission:** 15 % taken by the Platform on the sale price excluding shipping (85 % paid to the creator).
- **Shipping fees:** paid by the buyer at checkout. The creator advances the label and is reimbursed upon proof (label photo with price visible).
- **PPWR:** European Regulation (EU) 2025/40 on packaging and packaging waste, applicable since 12 August 2026.
- **EPR:** Extended Producer Responsibility – obligation to join an eco-organisation for packaging placed on the market.

Article 2 — Purpose

These Terms govern the use of the Platform, registration, listing publication, orders, payments, deliveries, packaging obligations and the relationships between the Platform, Creators and Clients.

Article 3 — Registration and access

- 3.1. Registration is free and reserved for adults.
- 3.2. Each user may hold only one main role (Client or Creator). Combining roles is prohibited.
- 3.3. Creators must complete an identity verification process (ID + control selfie + IBAN) before publishing and receiving payments.
- 3.4. The Platform reserves the right to refuse or suspend an account without notice in case of fraud, false declaration or breach of the rules.

Article 4 — Publication rules (Creators)

- 4.1. Only items genuinely worn by the Creator are allowed.
- 4.2. Every listing must go through a Worn By Me verification (mandatory private proof).
- 4.3. Public content must remain sensual and premium (no prohibited explicit nudity).
- 4.4. Creators undertake to comply with packaging conformity obligations (PPWR) and, where applicable, to join an eco-organisation (EPR) when shipping parcels to private individuals.

Article 5 — Prices, commission and shipping

- 5.1. Platform commission: 15 % of the item sale price excluding shipping. The creator receives 85 %.
- 5.2. Shipping fees are paid by the buyer at checkout. The creator advances the label and is reimbursed upon presentation of a clear photo of the label with price visible + tracking number (max 48 h after shipment).
- 5.3. Item prices are expressed in whole euros.

Article 6 — Packaging, shipping and PPWR compliance

- 6.1. Discreet packaging is mandatory: hermetic ziplock, neutral double packaging, no logo or explicit mention of the contents.
- 6.2. Since 12 August 2026, the PPWR applies. Creators who place packaging on the market are responsible for compliance obligations and, where applicable, for joining an eco-organisation (EPR).

6.3. When the packaging supplier is established in France or the EU, the conformity declaration burden may fall on that supplier. Creators must keep packaging purchase invoices.

6.4. For shipments to other EU Member States, local registration and/or an authorised representative may be required under applicable law. The Platform may request an EPR identifier and restrict certain destinations in case of demonstrated non-compliance.

6.5. The creator undertakes to ship within 24 h after the end of the wearing period and to provide tracking within a maximum of 48 h after actual shipment.

Article 7 — Right of withdrawal and returns

Due to the intimate and hygienic nature of the products, no physical return is accepted once the parcel has been shipped, except where required by mandatory law. Possible exceptions (Support decision): non-shipment; non-conforming parcel (wrong item, clear absence of wearing); proven dispute.

Article 8 — Disputes and refunds

8.1. Any dispute must be opened via the client area within reasonable timeframes.

8.2. The Creator has 72 h to respond.

8.3. The Platform (Support) decides in last resort.

8.4. Full or partial refund possible depending on the case.

8.5. Repeated abusive disputes may lead to account suspension.

Article 9 — Liability

9.1. MyWornSkin acts as an intermediary and is not responsible for: the actual quality of the items (scent, condition after wearing); delays or losses attributable to carriers; content published by Creators (subject to moderation); compliance by Creators with PPWR/EPR obligations (which remain their responsibility).

9.2. The Platform's liability is limited to the amount of the order concerned.

Article 10 — Intellectual property

Creators retain intellectual property of their content. They grant the Platform a non-exclusive licence for hosting, distribution and promotion of the listings.

Article 11 — Personal data

11.1. The Platform complies with GDPR.

11.2. Sensitive data (identity documents, Worn By Me proofs, messages) are protected and accessible only to authorised persons.

11.3. Users have rights of access, rectification, objection, portability and erasure (subject to legal reservations).

11.4. Retention period: maximum 5 years for data necessary for legal obligations.

Article 12 — Suspension and termination

The Platform may suspend or terminate an account immediately in case of: breach of content rules; fraud; repeated disputes; failure to meet shipping deadlines; off-platform payment; non-compliance with packaging and PPWR/EPR obligations.

Article 13 — Amendment of the Terms

The Platform may amend these Terms. Users will be informed. Continued use constitutes acceptance of the new conditions.

Article 14 — Applicable law and disputes

14.1. These Terms are governed by French law.

14.2. Any dispute shall be submitted to the competent French courts, after an attempt at amicable resolution.

Article 15 — Acceptance

Registration and use of the Platform constitute express and unreserved acceptance of these Terms.

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