

SHEIN

# DSA Assurance Report

Independent practitioner's assurance report concerning Regulation (EU) 2022/2065, the Digital Services Act (DSA)

**NON-CONFIDENTIAL**

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## Independent Practitioner's Assurance Report

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### Scope

We were engaged by Infinite Styles Services, Co. Ltd to perform a reasonable assurance engagement, as defined by the Singapore Standard on Assurance Engagements for Assurance Engagements Other Than Audits or Reviews of Historical Financial Information (Revised) ("SSAE 3000" or the "Standard"), to evaluate SHEIN ("SHEIN" or the "Audited Service") management's statement (the "Statement") regarding compliance with the obligations referred to in Article 37(1)(a) of Regulation (EU) 2022/2065 of the European Parliament and the Council of 19 October 2022 (EU) (the "Digital Services Act" or the "DSA") (together the "Specified Requirements") during the period from 26 August 2024 to 30 June 2025 (the "Audit Period"). Our responsibility is to express an opinion on SHEIN's compliance with the Specified Requirements based on conducting our evaluation in accordance with our professional standards. Unless referenced otherwise, each obligation is defined at the sub-article level of the Specified Requirements.

We did not perform procedures on the SHEIN's compliance with codes of conduct and crisis protocols referred to in Article 37(1)(b) of the DSA and Annex I of the Commission Delegated Regulation (EU) 2024/436 of 20 October 2023 supplementing the DSA (the "Delegated Act") because the requirement for the Audited Service to comply with such articles did not exist during the Audit Period. Accordingly, we do not express an opinion on SHEIN's compliance with the codes of conduct and crisis protocols referred to in Article 37(1)(b) of the DSA and Annex I of the Delegated Act.

### SHEIN'S responsibilities

The management of the Audited Service is responsible for:

- Determining the applicability of the obligations in the DSA during the Audit Period;
- Complying with the Specified Requirements by designing, implementing, and maintaining SHEIN's systems and processes (and related controls) to comply with the DSA;
- Selecting the Specified Requirements, making interpretations and developing benchmarks, as needed, to implement the Specified Requirements;
- Evaluating and monitoring SHEIN's compliance with the Specified Requirements;
- SHEIN's Statement of compliance with the Specified Requirements;
- Having a reasonable basis for its Management Statement; and

- Preparing an audit implementation report referred to in Article 37(6) of the DSA within one month of receiving this report, including its completeness, accuracy, and method of presentation.
- Interpretations of, or compliance with, laws, statutes, and regulations (outside of the Specified Requirements) applicable to SHEIN in the jurisdictions within which SHEIN operates.

This responsibility includes establishing and maintaining internal controls, maintaining adequate records, and making estimates relevant to the preparation of its Statement and evaluation of its systems and processes (and related controls) in place, such that it is free from material misstatement, whether due to fraud or error.

## **Our responsibilities and procedures performed**

Our responsibility is to:

- Plan and perform our procedures to obtain reasonable assurance about whether, in all material respects, the Audited Service complies with the Specified Requirements;
- Form an independent opinion on whether the Audited Service complies with the Specified Requirements based on the procedures we have performed and the evidence we have obtained; and
- Express our opinion to the Audited Service.

For additional responsibilities of SHEIN and Deloitte & Touche LLP (hereafter referred to as “Deloitte” or “We”), see Appendix 4 for the engagement letter executed on 29 April 2025.

We conducted our evaluation in accordance with SSAE 3000, the Delegated Act, and the terms of reference for this engagement as agreed with Infinite Styles Services, Co. Ltd on 29 April 2025. Those standards require that we plan and perform our evaluation to obtain reasonable assurance about whether SHEIN complied, in all material respects, with the Specified Requirements referenced in the Independent Practitioner’s Assurance Report. The nature, timing, and extent of the selected procedures depend on our judgment, including our assessment of the risks of material noncompliance, whether due to fraud or error. We believe the evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our assessment included the following procedures, among others:

- Obtaining an understanding of the characteristics of the services provided by the Audited Service;
- Evaluating the appropriateness of the Specified Requirements applied and their consistent application, including evaluating the reasonableness of estimates made by the Audited Service;
- Obtaining an understanding of the systems and processes and related controls (the “Subject Matter”) implemented to comply with the DSA, including obtaining an understanding of the internal control environment relevant to our evaluation, but not for the purpose of expressing an opinion on the effectiveness of the Audited Service’s internal control;
- Identifying and assessing the risks of whether the compliance with the Specified requirements is incomplete or inaccurate, whether due to fraud or error, and designing and performing further assurance procedures responsive to those risks; and
- Obtaining assurance evidence that is sufficient and appropriate to provide a basis for our opinion.

We collected evidence to assess SHEIN’s compliance with the Specified Requirements during the Audit Period from 26 August 2024, through 30 June 2025.

## **Our independence and quality management**

We have complied with the independence and other ethical requirements of the Accounting and Corporate Regulatory Authority Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities (“ACRA Code”), and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

Our firm applies the Singapore Standard on Quality Management 1 (SSQM 1) – *Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements* and accordingly maintains a comprehensive system of quality management including documented policies and procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements.

Appendix 6 includes our attestation that the auditing organisation complies with the obligations laid down in Article 37(3), points (a), (b), and (c).

## **Description of additional information on each of the applicable audit obligations and commitments**

The opinion; criteria, materiality thresholds, procedures, and results; overview and description of information relied upon as audit evidence; explanation of how the reasonable level of assurance was achieved; notable changes to the systems and functionalities audited; identification of any specific element which could not be evaluated (if applicable) or audit conclusion not reached; and other relevant observations and findings associated with our evaluation of the obligations and commitments are included in Appendix 1. Additionally, a listing of obligations not subjected to procedures is provided in Appendix 2 and our audit risk analysis required by Article 9 of the Delegated Act, including our assessment of inherent, control, and detection risk for each obligation, is included in Appendix 5.

## **Inherent limitations**

The services in the digital sector and the types of practices relating to these services can change quickly and significantly. Therefore, projections of any evaluation to future periods are subject to the risk that SHEIN’s compliance with the Specified Requirements may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

The Subject Matter is subject to measurement uncertainties resulting from limitations inherent in the Subject Matter and the methods used in determining such systems and processes implemented to comply with the Specified Requirements. The selection of different but acceptable measurement techniques can result in materially different measurements, and the precision of different measurement techniques may also vary.

Our evaluation was limited to certain aspects of SHEIN’s algorithmic systems, as required by Regulation (EU) 2022/2065. Furthermore, algorithms may not consistently operate as intended or at an appropriate level of precision. Because of their nature and inherent limitations, algorithms may introduce biases in the human programmer, resulting in repeated errors or favouring certain results or outputs by the model in favour of certain results. Accordingly, we do not express an opinion or other form of assurance on the design, operation, and monitoring of the algorithmic systems.

It is inherently judgemental to perform risk assessments, including the identification of systemic risks. Risk assessments are often conducted at a specific point in time and may not capture the dynamic nature of risks. Because the identification of systemic risks relies on known risks and expert judgement, the identification of systemic risks may not account for new or unprecedented events for which there is limited or no historical information.

## **Emphasis of matters**

Applying the Specified Requirements requires the Audited Service to develop benchmarks and interpret obligations and commitments, including certain terminology. We deemed these benchmarks and interpretations necessary for report users to make decisions and they are described in Appendix 1 for applicable commitments and obligations.

We are also not responsible for the Audited Service's interpretations of, or compliance with, laws, statutes, and regulations (outside of the Specified Requirements) applicable to SHEIN in the jurisdictions within which SHEIN operates. Accordingly, we do not express an opinion or other form of assurance on the Audited Service's compliance or legal determinations.

In addition to performing substantive audit procedures, our evaluation was limited to understanding and assessing certain internal controls. Because of their nature and inherent limitations, controls may not prevent, detect, or correct all errors or fraud that may be considered relevant. Furthermore, the projection of any evaluations of effectiveness to future periods is subject to the risk that internal controls may become inadequate because of changes in conditions, that the degree of compliance with such internal controls may deteriorate, or that changes made to the system or internal controls, or the failure to make needed changes to the system or internal controls, may alter the validity of such evaluations.

## Opinion

Under Article 37(4)(g) of the DSA, the conclusions on compliance with the Specified Requirements, individually and in the aggregate, must be phrased as **Positive**, **Positive with Comments**, or **Negative**. Article 8(8) of the Delegated Act requires an explanation for individual Specified Requirements where an opinion could not be reached.

## Basis for qualified opinion

As noted in Appendix 1, our audit assessment disclosed conditions that in aggregate resulted in noncompliance of certain Specified Requirements applicable to SHEIN during the Audit Period.

## Qualified opinion

In our opinion, except for the effects and possible effects of the matters referenced above and further described below, SHEIN complied with the Specified Requirements, in the aggregate, during the Audit Period, in all material respects. This opinion equates to a Negative conclusion under Article 8(1) of the Delegated Act.

## Conclusions on each applicable individual obligation

For conclusions on each of the applicable obligations, see Appendix 1. We were unable to obtain sufficient evidence to conclude regarding four Specified Requirements during the Audit Period, which are identified and described in Appendix 1.

## Restricted use

This report is intended solely for the information and use of Infinite Styles Services, Co. Ltd and its affiliates, the Commission, and the applicable Digital Services Coordinator of establishment as mandated under DSA Article 42(4), (collectively, the "Specified Parties") for assessing the Audited Service's compliance with the Specified Requirements, and is not intended to be, and should not be, used by anyone other than these Specified Parties or for other purposes.

[Confidential]

Singapore  
29 August 2025



## Management's Statement

**For the period from 26 August 2024 through 30 June 2025**

We, as members of the DSA Management Body of SHEIN, are responsible for compliance with all obligations and each obligation and commitment, referred to in Article 37(1)(a) of the European Union Regulation 2022/2065 of the European Parliament and of the Council (the "Act") (together the Specified Requirements) during the period from 26 August 2024 through 30 June 2025 (the "Audit Period"). Management is responsible for selecting or developing the criteria and benchmarks, which management believes provide an objective basis for measuring and reporting on the Specified Requirements. The criteria and benchmarks for the Specified Requirements selected by management have been included in Appendix 1 of the Independent Practitioner's Assurance Report ("Appendix 1") under the Audit Criteria label for each of the Specified Requirements ("Criteria").

Management confirms the following results of the assurance engagement were discussed, and that management will, where the Auditor's opinion on compliance with a Specified Requirement is not 'positive', take due account of the operational recommendations with a view to take the necessary measures to implement them, or shall justify in their audit implementation report the reasons for not doing so and set out any alternative measures to be taken to address any instances of non-compliance identified:

- SHEIN complied with 66 out of 77 in-scope Specified Requirements throughout the Audit Period. These are indicated with a "Positive" (51) and "Positive with comments" (15) conclusion in Appendix 1.
- SHEIN did not comply with 7 out of 77 in-scope Specified Requirements throughout the Audit Period. These are indicated with a "Negative" conclusion in Appendix 1.
- For 4 out of 77 in-scope Specified Requirements insufficient evidence was available for inspection to demonstrate with reasonable assurance compliance with certain applicable Specified Requirements throughout the Audit Period. These are indicated with "Unable to form a conclusion" in Appendix 1.
- Certain Specified Requirements were not applicable to SHEIN during the Audit Period. These are indicated as "out-of-scope" obligations in Appendix 2.

## **Appendix 1 - The specific test procedures we performed, along with the nature, timing, and results of those tests<sup>1</sup>**

Appendix 1 of the Independent Accountant's Report for SHEIN offers a detailed analysis of compliance with the Digital Services Act (DSA) requirements. This section provides stakeholders with comprehensive insights into the obligations and commitments under Article 37(1)(a) of European Union Regulation 2022/2065, collectively referred to as the Specified Requirements.

### **Audit Criteria Composition**

The audit criteria for this engagement consist of two primary elements: the specific requirements outlined by the DSA and the benchmarks and definitions provided by SHEIN. These benchmarks clarify the requirements and align them with the requirement for suitability criteria as defined by SSAE 3000. This dual approach aids in interpreting the regulatory text for SHEIN and is detailed in the tables within Appendix 1.

### **Sampling Approach**

A robust sampling methodology is employed that aligns with SSAE guidance, facilitating effective control testing without the necessity to assess every item in a population. Sample sizes are determined based on factors such as population size, risk of control failure, and the auditor's assessment of the tolerable rate of deviation. This approach provides a reasonable basis for conclusions about the population. Both statistical and nonstatistical sampling methods are utilized. Statistical sampling uses mathematical models for sample size determination and result evaluation, enhancing objectivity. Nonstatistical sampling relies on auditor judgment, leveraging experience and understanding of the control operations. The results are evaluated to confirm that the sample is representative of the population and that controls are operating effectively.

### **Procedures for Control Testing and Substantive Testing**

In accordance with the Digital Services Act (DSA), sufficient testing is conducted to confirm that digital platforms comply with transparency and accountability requirements. This involves two main types of testing: control testing and substantive testing.

#### **Control Testing**

The effectiveness of internal controls related to DSA compliance is evaluated. This includes assessing platforms' systems for collecting and reporting data on content moderation activities to ensure transparency reports are accurate. Additionally, platforms are assessed to confirm they meet DSA obligations, such as user complaint reporting and regulatory responses. For Very Large Online Platforms (VLOPs), the transparency and fairness of automated moderation tools are evaluated to ensure alignment with DSA standards.

#### **Substantive Testing**

Substantive testing focuses on verifying the accuracy and completeness of transparency reports. The reported data on illegal content notices and actions taken are reviewed to confirm they accurately reflect platform activities. VLOP's annual risk assessments and the effectiveness of their mitigation measures are also reviewed. Independent audits are conducted to assess overall compliance with the DSA, providing verification of transparency reports and risk management practices.

These procedures help confirm that digital platforms meet DSA obligations, promoting transparency and accountability in the digital services sector. We reached reasonable assurance through the performance of these controls and substantive testing procedures.



## Allocation of Responsibilities

The following table outlines the allocation of responsibilities for the various components within Appendix 1:

Component	Responsibility
Audit Criteria	SHEIN
Summary of Controls and Processes	SHEIN
Materiality Threshold	Deloitte & Touche LLP
Procedures and Information Relied Upon	Deloitte & Touche LLP
Conclusion on Compliance	Deloitte & Touche LLP
Recommendations	Deloitte & Touche LLP

## Summary of Conclusions

The table below provides a summary of conclusions for each obligation:

In scope Obligation	Conclusion at Obligation Level
11.1	Positive
11.2	Positive
11.3	Positive
12.1	Positive
12.2	Positive
14.1	Positive
14.2	Positive with Comments
14.4	Positive
14.5	Negative
14.6	Positive
15.1	Positive with Comments
16.1	Positive
16.2	Positive
16.4	Positive with Comments
16.5	Unable to Conclude
16.6	Unable to Conclude
17.1	Positive
17.2	Negative
17.3	Negative
17.4	Negative
18.1	Positive
18.2	Positive
20.1	Positive

<sup>1</sup> Note, this appendix covers both the specific test procedures we performed, along with the nature, timing, and extent of those tests, along with the annex referred to in the Delegated Act entitled “Documentation and results of any tests performed by the auditing organisation, including as regards algorithmic systems of the audited provider”.

In scope Obligation	Conclusion at Obligation Level
20.2	Positive
20.3	Positive
20.4	Positive
20.5	Negative
20.6	Positive with Comments
21.1	Positive
21.2	Positive
21.5	Positive
22.1	Positive
22.6	Positive with Comments
23.1	Positive with Comments
23.2	Positive with Comments
23.3	Positive with Comments
23.4	Negative
24.1	Positive
24.2	Positive
24.3	Positive
24.5	Unable to conclude
25.1	Positive
27.1	Positive
27.2	Positive with Comments
27.3	Positive
28.1	Positive with Comments
30.1	Positive
30.2	Positive
30.3	Positive
30.4	Positive
30.5	Positive
30.6	Positive
30.7	Negative
31.1	Positive
31.2	Positive
31.3	Positive
32.1	Positive
34.1	Positive with Comments
34.2	Positive with Comments
34.3	Positive with Comments
35.1	Positive with Comments
36.1	Positive
37.2	Positive
38	Positive
40.1	Positive
40.3	Positive
40.12	Positive
41.1	Positive
41.2	Positive with Comments
41.3	Positive
41.4	Positive
41.5	Positive
41.6	Positive
41.7	Positive
42.1	Positive
42.2	Unable to Conclude
42.3	Positive

## Section 1 - Provisions applicable to all providers of intermediary services

Obligation:	Audit criteria:	Materiality threshold:
11.1	<p><b>Requirement:</b> Providers of intermediary services shall designate a Single Point of Contact to enable them to communicate directly, by electronic means, with Member States' authorities, the Commission and the Board referred to in Article 61 for the application of this Regulation.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Directly:</b> Communication via the Single Point of Contact takes place with the designated SHEIN employees without intermediaries.</li> <li>• <b>Electronic means:</b> Via email on the online interface (web and/or app).</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>A dedicated mailbox has been set up to serve as the designated single point of contact for Member States' authorities, the Commission and the Board regarding DSA-related matters and enquiries under Article 11 of the DSA.</p> <p>The DSA mailbox is managed by the DSA Compliance Officer and monitored on a daily basis.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to confirm: <ol style="list-style-type: none"> <li>a. the designated Single Point of Contact for Member States' authorities, the Commission and the Board to contact SHEIN;</li> <li>b. the location of the Single Point of Contact details on the desktop website, the mobile website and the mobile app;</li> <li>c. the process for managing the Single Point of Contact mailbox.</li> </ol> </li> <li>2. Deloitte inspected the SHEIN DSA webpage (desktop website, mobile website, and mobile app) to verify that the dsa-poc@sheingroup.com mailbox was listed as the Single Point of Contact for Member States' authorities.</li> <li>3. Deloitte performed procedures to verify that the DSA mailbox was operational.</li> <li>4. Deloitte obtained and inspected different versions of the DSA webpage using a third-party webpage archive to ensure that the Single Point of Contact mailbox have been available.</li> </ol>	<ol style="list-style-type: none"> <li>1. The DSA webpage on SHEIN's desktop website, mobile website and mobile application.</li> <li>2. Access rights to the Single Point of Contact mailbox, its owners and member listing.</li> <li>3. Inspection of Single Point of Contact mailbox.</li> <li>4. Third-party webpage archive.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 11.1 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
11.2	<p><b>Requirement:</b> Providers of intermediary services shall make public the information necessary to easily identify and communicate with their Single Points of Contact. That information shall be easily accessible and shall be kept up to date.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Easily identify:</b> Through a section named 'Digital Services Act' located at the bottom of SHEIN's homepage.</li> <li>• <b>Easily accessible:</b> Directly accessible via the DSA page and, maximally, 3 clicks from the SHEIN homepage.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The details of the Single Point of Contact are set out on the 'Digital Services Act' page, which is directly and easily accessible from the SHEIN homepage. The content of the DSA page is managed by the DSA Compliance Officer.</p> <p>On a quarterly basis, the access list to the DSA mailbox is reviewed and approved by the DSA Compliance Officer to ensure only the appropriate Legal Team members have access to enquiries/communications from the Authorities in the DSA mailbox. Any updates to the access list must also be approved by the Legal Team.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inspected the SHEIN DSA webpage (desktop website, mobile website, and mobile app) to verify that the designated Single Point of Contact information was publicly available and met the benchmarks for easily identify and easily accessible.</li> <li>2. Deloitte inspected change logs to verify whether the SHEIN DSA webpage had been modified and kept up to date during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. The DSA page on SHEIN's desktop website, mobile website and mobile application.</li> <li>2. Change logs for the DSA webpage.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 11.2 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

Obligation:	Audit criteria:	Materiality threshold:
11.3	<p><b>Requirement:</b> Providers of intermediary services shall specify in the information referred to in paragraph 2 the official language or languages of the Member States which, in addition to a language broadly understood by the largest possible number of Union citizens, can be used to communicate with their points of contact, and which shall include at least one of the official languages of the Member State in which the provider of intermediary services has its main establishment or where its legal representative resides or is established.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Language broadly understood by the largest possible number of Union citizens:</b> English language, which is the most widely spoken language by EU citizens according to Commission's Eurobarometer survey named 'Europeans and their languages' published in May 2024.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>The details of the Single Point of Contact are set out on the DSA page, which is directly and easily accessible from the SHEIN homepage.</p> <p>The DSA page states that communications with SHEIN can take place in English or in the local language of a user.</p> <p>The languages used for communication are broadly understood by the largest number of possible Union citizens (English), as well as the official language of the Member State in which the provider of intermediary services has its main establishment or where its legal representative resides or is established (English).</p>	<ol style="list-style-type: none"> <li>1. Deloitte inspected the DSA webpage (desktop website, mobile website, and mobile app) and performed testing on the Single Point of Contact to confirm the languages which can be used to communicate by users.</li> <li>2. Deloitte inspected change logs to verify whether the SHEIN DSA webpage had changed during the Audit Period.</li> <li>3. Deloitte obtained and inspected different versions of the DSA webpage using a third-party webpage archive to ensure that the website have been available in the official languages of the Member States throughout the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. The DSA page on SHEIN's desktop website, mobile website and mobile application.</li> <li>2. Change logs for the DSA webpage.</li> <li>3. Third-party webpage archive.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 11.3 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

Obligation:	Audit criteria:	Materiality threshold:
12.1	<p><b>Requirement:</b> Providers of intermediary services shall designate a Single Point of Contact to enable recipients of the service to communicate directly and rapidly with them, by electronic means and in a user-friendly manner, including by allowing recipients of the service to choose the means of communication, which shall not solely rely on automated tools.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Directly:</b> Communication via the Single Point of Contact takes place with the designated SHEIN employees without intermediaries.</li> <li>• <b>Rapidly:</b> SHEIN must ensure that recipients of the service receive a response within 24 hours of their submissions.</li> <li>• <b>Electronic means:</b> Via a form on the online interface (web and/or app) or by telephone.</li> <li>• <b>User-friendly:</b> SHEIN’s Customer Service portal offers themed FAQs for quick help. If answers aren’t found, users can submit a ticket and receive a response within 24 hours.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>SHEIN has designated the Customer Service Team as its Single Point of Contact, enabling users as recipients of the service to communicate directly with SHEIN via the Customer Service portal.</p> <p>The Customer Service Team is responsible for managing the Customer Service portal, including monitoring the portal, handling queries, and responding directly to users without intermediaries.</p> <p>The Customer Services Team can be contacted via a webform or by telephone.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to confirm: <ol style="list-style-type: none"> <li>a. the designated Single Point of Contact for recipients of the service;</li> <li>b. the location of the Single Point of Contact details on the desktop website, the mobile website and the mobile app;</li> <li>c. the process for managing communications to the Single Point of Contact.</li> </ol> </li> <li>2. Deloitte inspected the SHEIN platform (desktop website, mobile website, and mobile application) to verify that a Single Point of Contact is designated for recipients of the service, that recipients of the service can communicate with SHEIN by electronic means, and that recipients of the service can choose the means of communication.</li> <li>3. Deloitte tested the communication options available across the access points to assess whether they met SHEIN’s definitions of “user-friendly,” “direct,” and “rapid,” and to confirm that communication was not solely reliant on automated tools.</li> <li>4. Deloitte obtained and inspected change logs and/or monitoring tool outputs to determine when the single point of contact was designated and whether it remained in place throughout the audit period.</li> <li>5. Deloitte obtained and inspected a population of reports from the monitoring tool to confirm management’s assertion that there were no outages during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. The DSA page on SHEIN’s desktop website, mobile website and mobile application.</li> <li>2. Single Point of Contact web form and telephone number.</li> <li>3. Change logs for the DSA webpage.</li> <li>4. Monitoring data for the DSA webpage.</li> </ol>

<b>Changes to the audit procedures during the audit:</b>	
No changes	
<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 12.1 during the Audit Period, in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
12.2	<p><b>Requirement:</b></p> <p>In addition to the obligations provided under Directive 2000/31/EC, providers of intermediary services shall make public the information necessary for the recipients of the service in order to easily identify and communicate with their single points of contact. That information shall be easily accessible, and shall be kept up to date.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Easily Identify:</b> Through a section named 'Digital Services Act' located at the bottom of SHEIN's home page or through the 'Digital Services Act' section located within the 'me' section of the mobile app.</li> <li>• <b>Easily Accessible:</b> Directly accessible via the DSA page and, maximally, 3 clicks from the SHEIN homepage.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
The contact details of the Single Point of Contact for recipients of the service are provided on the SHEIN DSA webpage, which is accessible from the SHEIN homepage.	<ol style="list-style-type: none"> <li>1. Deloitte inspected the SHEIN DSA webpage (desktop website, mobile website, and mobile application) to verify that the information necessary for recipients of the service to communicate with the Single Point of Contact is publicly available and met SHEIN's benchmarks for easily identifiable and easily accessible.</li> <li>2. Deloitte obtained and inspected change logs for the relevant webpages to determine whether any changes were made to the Single Point of Contact details during the Audit Period.</li> <li>3. Deloitte obtained and compared the different versions of the relevant webpages as at the start of the Audit Period and during the Audit Period using a third-party webpage archive to establish the change history of the webpages.</li> </ol>	<ol style="list-style-type: none"> <li>1. The DSA page on SHEIN's desktop website, mobile website and mobile application.</li> <li>2. Change logs for the DSA webpage.</li> <li>3. Third-party webpage archive.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 12.2 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable



Obligation:	Audit criteria:	Materiality threshold:
14.1	<p><b><u>Requirement:</u></b> Providers of intermediary services shall include information on any restrictions that they impose in relation to the use of their service in respect of information provided by the recipients of the service, in their terms and conditions. That information shall include information on any policies, procedures, measures and tools used for the purpose of content moderation, including algorithmic decision-making and human review, as well as the rules of procedure of their internal complaint handling system. It shall be set out in clear, plain, intelligible, user-friendly and unambiguous language, and shall be publicly available in an easily accessible and machine-readable format.</p> <p><b><u>Definitions and Benchmarks:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Clear, plain, intelligible and unambiguous language:</b> The 'Terms and Conditions' must be suitable for Grade 11 individuals (age 16-17) based on automated readability index (ARI).</li> <li>• <b>Easily accessible:</b> Accessible via the SHEIN homepage within a maximum of 3 clicks.</li> <li>• <b>Machine-readable format:</b> Information is published in a structured and standardized formats such as JSON, XML, or CSV, which allows software systems to interpret, extract, and reuse data efficiently.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>SHEIN's Legal Team works with external counsels to ensure that the Terms and Conditions, are drafted in clear, plain and intelligible language to ensure that any obligations and restrictions are user-friendly and unambiguous.</p> <p>The Legal Team ensures that the Terms and Conditions are made publicly available and in an easily accessible and machine-readable format.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained and inspected the Terms and Conditions to verify that they contain information relating to: <ul style="list-style-type: none"> <li>• Restrictions imposed on the use of the service;</li> <li>• Content moderation;</li> <li>• Algorithmic decision-making and human review; and</li> <li>• The internal complaint-handling system.</li> </ul> </li> <li>2. Deloitte inspected the SHEIN platform (desktop website, mobile website, and mobile application) to verify that the Terms and Conditions are publicly available, easily accessible, and in a machine-readable format.</li> <li>3. Deloitte performed testing using an Automated Readability Index tool to verify that the disclosures met SHEIN's benchmark for clear, plain, intelligible and unambiguous language.</li> <li>4. Deloitte inquired with SHEIN management about the drafting, review, and approval process of the published Terms and Conditions , and any drafting guidelines used to support the assertion that the Terms and Conditions are written in a manner that is clear, plain, intelligible, user-friendly, and unambiguous, in view of SHEIN's benchmark for these terms.</li> <li>5. Deloitte obtained and compared the different versions of the relevant webpages as at the start of the Audit Period and during the Audit Period using a third-party webpage archive to establish the change history of the webpages.</li> <li>6. Deloitte inspected the mobile website and mobile application to determine whether separate Terms and Conditions are provided on these platforms or whether users are redirected to the website.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN Terms and Conditions.</li> <li>2. Hemmingway Automated Readability Index tool.</li> <li>3. Third-party webpage archive.</li> </ol>

<b>Changes to the audit procedures during the audit:</b>	
No changes	
<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 14.1 during the Audit Period, in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
14.2	<p><b>Requirement:</b> Providers of intermediary services shall inform the recipients of the service of any significant change to the terms and conditions.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Significant change:</b> A change is considered significant if it materially affects users' obligations, access, or legal position when using the service, such as new ways to process data, changes to monetisation or changes to moderation.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The Legal Team reviews all changes to the Terms and Conditions and assess whether those changes meet SHEIN's definition of significant.</p> <p>Where it is determined that a change is significant, the Legal Team notifies users of the change.</p> <p>A log is maintained of all reviews.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to understand the process in place to address the requirements of Article 14.2.</li> <li>2. Deloitte obtained and reviewed the list of changes made to the Terms and Conditions during the Audit Period.</li> <li>3. Deloitte obtained and compared the different versions of the relevant webpages as at the start of the Audit Period and during the Audit Period using a third-party webpage archive to establish the change history of the webpages.</li> <li>4. Deloitte selected a sample of changes and assessed them against SHEIN's benchmark for significant.</li> <li>5. Given that none of the sampled changes met the benchmark for significant, no further testing was required.</li> </ol>	<ol style="list-style-type: none"> <li>1. Terms and Conditions of SHEIN.</li> <li>2. Log of changes to SHEIN's Terms and Conditions.</li> <li>3. Third-party webpage archive.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 14.2 during the Audit Period, in all material respects.</p> <p>However, our review identified an opportunity to improve the process for logging and tracking changes to the Terms and Conditions, including timestamps and details of the changes made.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable - we note that SHEIN remediated this issue after the Audit Period and prior to the issuance of the final audit report.		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
14.4	<p><b>Requirement:</b> Providers of intermediary services shall act in a diligent, objective and proportionate manner in applying and enforcing the restrictions referred to in paragraph 1, with due regard to the rights and legitimate interests of all parties involved, including the fundamental rights of the recipients of the service, such as the freedom of expression, freedom and pluralism of the media, and other fundamental rights and freedoms as enshrined in the Charter.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Diligent, objective and proportionate manner:</b> SHEIN must take enforcement actions with care, based on clear evidence, and in a way that matches the seriousness and context of the issue.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has various teams involved in content moderation and enforcement around the world.</p> <p>Some teams, such as the Compliance Team, primarily focus on content moderation, while others, like the Customer Service team, incorporate content moderation as part of their broader responsibilities.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained and inspected the “Measures and Protection Against Misuse of the SHEIN Platform” Standard Operating Procedure to verify that it establishes procedures for suspending users and traders.</li> <li>2. Deloitte obtained and inspected training materials provided to content moderators to determine whether review processes are designed to be applied uniformly and consistently.</li> <li>3. Deloitte assessed how SHEIN’s framework incorporates benchmarks when applying and enforcing restrictions.</li> <li>4. Deloitte obtained and reviewed the Information Review Rules Guidelines and General Standards for Product Image Review to ascertain whether a framework was in place to promote a diligent, objective and proportionate approach to content moderation.</li> <li>5. Deloitte reviewed the relevant policies and Terms and Conditions to assess whether they define acceptable and unacceptable product reviews.</li> <li>6. Deloitte reviewed the Systemic Risk Assessment report and supporting evidence, including the risk mitigation strategy, for sections relating to maintaining user rights and legitimate interests.</li> </ol>	<ol style="list-style-type: none"> <li>1. Terms and Conditions of SHEIN.</li> <li>2. Systemic Risk Assessment report of SHEIN.</li> <li>3. “Measures and Protection Against Misuse of the SHEIN Platform” Standard Operating Procedure.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 14.4 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

Obligation:	Audit criteria:	Materiality threshold:
14.5	<p><b>Requirement:</b> Providers of very large online platforms and of very large online search engines shall provide recipients of services with a concise, easily accessible and machine-readable summary of the terms and conditions, including the available remedies and redress mechanisms, in clear and unambiguous language.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Easily accessible:</b> Accessible via the SHEIN homepage within a maximum of 3 clicks.</li> <li>• <b>Machine-readable format:</b> Information is published in a structured and standardized formats such as JSON, XML, or CSV, which allows software systems to interpret, extract, and reuse data efficiently.</li> <li>• <b>Clear and unambiguous:</b> Must be suitable for Grade 12 individuals (age 17-18) based on automated readability index (ARI).</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>The Legal Team is responsible for the creation of the summary of the terms and conditions ensuring that it is drafted in a clear and unambiguous language.</p> <p>The Legal Team ensures that such summary of the Terms and Conditions is concise, easily accessible and machine readable.</p>	<ol style="list-style-type: none"> <li>1. Deloitte observed SHEIN's website to ascertain whether SHEIN's Summary of Terms and Conditions are publicly available and include a concise, easily accessible, and machine-readable summary including the available remedies and redress mechanisms, in clear and unambiguous language.</li> <li>2. Deloitte performed testing using an Automated Readability Index tool to assess whether the disclosures met SHEIN's benchmark for clear and unambiguous.</li> <li>3. Deloitte observed SHEIN's website to ascertain the Terms and Conditions have been live throughout the Audit Period.</li> <li>4. Deloitte obtained and compared the different versions of the relevant webpages as at the start of the Audit Period and during the Audit Period using a third-party webpage archive to establish the change history of the webpages.</li> <li>5. Deloitte reviewed legal advice received by SHEIN from an external law firm regarding its interpretation of SHEIN's obligation under Article 14.5; in particular, noting that the language included in the Terms and Conditions prior to 26 November 2024 stating "<i>Your statutory consumer rights apply as all Sellers on the Marketplace are professional traders, check the T&amp;Cs for details</i>" covers the remedies and redress mechanisms under the DSA.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's Summary of Terms and Conditions.</li> <li>2. Log of changes to the SHEIN's Summary of Terms and Conditions during the Audit Period.</li> <li>3. Hemmingway Automated Readability Index tool.</li> <li>4. Third-party webpage archive.</li> </ol>
Changes to the audit procedures during the audit:		
No changes		

<b>Conclusion:</b>	
<p>Negative – In our opinion, except for the effects of the material noncompliance described in the following paragraphs, SHEIN complied with Obligation 14.5 during the Audit Period, in all material respects.</p> <p>This partial noncompliance was due to the information within the Summary of Terms and Conditions (prior to 26 November 2024) noting that statutory consumer rights apply (with a reference to the Terms and Conditions), but not being specific in relation to summarising the available remedies and redress mechanisms available to recipients of the service under the DSA.</p>	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable - the issue was remediated on 26 November 2024 and specific information related to available remedies and redress mechanisms has been included in the Summary of Terms and Conditions.	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
14.6	<p><b>Requirement:</b> Very large online platforms and very large online search engines within the meaning of Article 33 shall publish their terms and conditions in the official languages of all the Member States in which they offer their services.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Official languages of all of the Member States:</b> At least one of the official languages of all of the Member States.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The Legal Team reviews all localized SHEIN websites and arranges for translations of their terms and conditions into the relevant languages as and when SHEIN expands into a new market by acquiring a Member States' domain name.</p> <p>The Legal Team keeps a record of all localized sites and the accompanying official languages of any Member States where SHEIN has a localized domain name.</p>	<ol style="list-style-type: none"> <li>1. Deloitte performed inquiries with SHEIN management to gain an understanding of the measures implemented to meet the requirements of Article 14.6.</li> <li>2. Deloitte inspected the SHEIN website to verify that the Terms and Conditions are available in at least one of the official languages of all European Union Member States.</li> <li>3. Deloitte inquired with SHEIN management on the process for preparing the foreign language versions of the Terms and Conditions and determined that after the first language of Terms and Conditions was drafted, SHEIN then translate to all required languages.</li> </ol>	<ol style="list-style-type: none"> <li>1. Terms and Conditions for official languages of all European Union member states.</li> <li>2. Process narrative of drafting first language and translations of Terms and Conditions.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN has complied with Obligation 14.6 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

Obligation:	Audit criteria:	Materiality threshold:
15.1	<p><b><u>Requirement:</u></b></p> <p>Providers of intermediary services shall make publicly available, in a machine-readable format and in an easily accessible manner, at least once a year, clear, easily comprehensible reports on any content moderation that they engaged in during the relevant period. Those reports shall include, in particular, information on the following, as applicable:</p> <p>(a) for providers of intermediary services, the number of orders received from Member States' authorities including orders issued in accordance with Articles 9 and 10, categorized by the type of illegal content concerned, the Member State issuing the order, and the median time needed to inform the authority issuing the order, or any other authority specified in the order, of its receipt, and to give effect to the order;</p> <p>(b) for providers of hosting services, the number of notices submitted in accordance with Article 16, categorized by the type of alleged illegal content concerned, the number of notices submitted by trusted flaggers, any action taken pursuant to the notices by differentiating whether the action was taken on the basis of the law or the terms and conditions of the provider, the number of notices processed by using automated means and the median time needed for taking the action;</p> <p>(c) for providers of intermediary services, meaningful and comprehensible information about the content moderation engaged in at the providers' own initiative, including the use of automated tools, the measures taken to provide training and assistance to persons in charge of content moderation, the number and type of measures taken that affect the availability, visibility and accessibility of information provided by the recipients of the service and the recipients' ability to provide information through the service, and other related restrictions of the service; the information reported shall be categorized by the type of illegal content or violation of the terms and conditions of the service provider, by the detection method and by the type of restriction applied;</p> <p>(d) for providers of intermediary services, the number of complaints received through the internal complaint-handling systems in accordance with the provider's terms and conditions and additionally, for providers of online platforms, in accordance with Article 20, the basis for those complaints, decisions taken in respect of those complaints, the median time needed for taking those decisions and the number of instances where those decisions were reversed.</p> <p>(e) any use made of automated means for the purpose of content moderation, including a qualitative description, a specification of the precise purposes, indicators of the accuracy and the possible rate of error of the automated means used in fulfilling those purposes, and any safeguards applied.</p> <p><b><u>Definitions and Benchmarks:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Clear and easily comprehensible:</b> In accordance with the template published by the Commission for transparency reporting.</li> <li>• <b>Easily accessible:</b> Accessible via the SHEIN homepage within a maximum of 3 clicks.</li> <li>• <b>Indicators of accuracy:</b> The indicators should be (i) Accuracy (ii) Precision and (iii) Recall, in line with the Commission's transparency report templates.</li> <li>• <b>Machine-readable format:</b> A data format that can be easily processed by computers without human intervention. Data is structured in a way that allows for automated processing, analysis, and interpretation by software applications.</li> </ul>	We have applied a 3% materiality threshold for this obligation.



	<ul style="list-style-type: none"> <li>• <b>Meaningful and comprehensible information:</b> Summary information on own initiative content moderation, the applied detection methods, training for content moderators, qualifications of the content moderators</li> <li>• <b>Availability, visibility and accessibility:</b> Visibility restrictions, monetary restrictions, provision of service restrictions, or account restrictions.</li> </ul>	
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>Legal have regular DSA transparency report meetings at which roles and responsibilities, timelines, data collection processes, and regulatory changes on DSA transparency report templates are discussed.</p> <p>For each transparency report, the data extracted from each system is reviewed by the Compliance Team.</p> <p>Legal consolidates data into the transparency report excel spreadsheet, following the templates adopted by the Commission. Drafts are shared with DSA Delegated Management Board for review.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to gain an understanding of the transparency reporting process and the source data for Article 15.1(a) – (e).</li> <li>2. Deloitte obtained and inspected the transparency report to assess public availability, machine readability, accessibility and comprehensibility.</li> <li>3. Deloitte obtained the source data for each of the relevant populations for Article 15.1(a) – (e).</li> <li>4. Deloitte obtained SHEIN's procedures for calculating the median time to take action on notices and complaints.</li> <li>5. Deloitte performed the below substantive testing for each sub-article: <ul style="list-style-type: none"> <li>• Assessed completeness and accuracy of the source data.</li> <li>• Reconciled the source data with the transparency report.</li> <li>• Recalculated median times for SHEIN to take action, where relevant.</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Transparency report for period dated 1 September 2024 – 31 December 2024.</li> <li>2. SHEIN's Digital Services Act webpage.</li> <li>3. Source data for 15.1 (a) – (e) populations, including; government orders, notices, complaints, and own initiative content moderation.</li> <li>4. SHEIN's procedures for calculating median times.</li> <li>5. Inspection of Single Point of Contact mailbox.</li> <li>6. Correspondence between Regulators and SHEIN's management.</li> <li>7. Access rights to the Single Point of Contact mailbox, its owners and member listing.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 15.1 during the Audit Period, in all material aspects.</p> <p>However, our review identified immaterial variances in the recording and handling of government orders for the transparency report for the period dated 1 September 2024 – 31 December 2024. Specifically:</p> <ul style="list-style-type: none"> <li>• Deloitte noted that government orders were tracked manually by the Compliance team until 31 December 2024, before transitioning to an automated tracking system. This manual process resulted in immaterial variances in the recorded date of receipt for governmental orders.</li> <li>• Deloitte further noted that government orders were occasionally received through channels other than the designated DSA mailbox. Although SHEIN proactively addressed these orders, the use of alternative channels introduced immaterial variances in the calculation of median times for acknowledging receipt and giving effect to orders.</li> </ul>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN consider establishing procedures for handling orders received through alternative channels, ensuring accurate recording of the initial receipt date.		31 December 2025

**Section 2 - Additional provisions applicable to providers of hosting services, including online platforms.**

Obligation:	Audit criteria:	Materiality threshold:
16.1	<p><b>Requirement:</b> Providers of hosting services shall put mechanisms in place to allow any individual or entity to notify them of the presence on their service of specific items of information that the individual or entity considers to be illegal content. Those mechanisms shall be easy to access and user-friendly and shall allow for the submission of notices exclusively by electronic means.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Easy to access:</b> Located in the same page where product listing or the review is shown (trusted flaggers use the DSA single point of contact mailbox).</li> <li>• <b>User-friendly:</b> The notice mechanism form is organised by types of complaints and does not require more than 10 clicks to submit the notice (trusted flaggers use a free format email).</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>Each SHEIN product listing page contains a report button which allows users to report products or content they deem illegal.</p> <p>Every SHEIN webpage that includes user reviews contain a report button where users can click to report any issues associated with product reviews on the site.</p> <p>A dedicated webpage informing users about how to report illegal content is accessible via the footer of the webpage. The dedicated webpage incorporates a mechanism that permits users to report products.</p> <p>Trusted flaggers report illegal content via the DSA mailbox. Upon receipt of a notification from a trusted flagger, the Legal Team ensures that notices are acknowledged and passed on to the relevant teams for action within 6 business hours.</p>	<p><u>Non-trusted flaggers</u></p> <ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to gain an understanding of the mechanisms in place for an individual or entity to report illegal content, including but not limited to illegal product listings, illegal product reviews or intellectual property infringements.</li> <li>2. Deloitte inspected the SHEIN website and identified the links to webforms for reporting illegal content on the product page.</li> <li>3. Deloitte accessed the webforms for reporting illegal content via the desktop website, mobile website and mobile app and assessed them against SHEIN's benchmarks for easy-to-access and user friendly.</li> <li>4. Deloitte obtained and inspected change logs to confirm that the webforms had not changed during the Audit Period.</li> <li>5. Deloitte obtained and inspected application monitoring results to confirm that the webforms were available throughout the Audit Period.</li> </ol> <p><u>Trusted flaggers</u></p> <ol style="list-style-type: none"> <li>6. Deloitte inquired with SHEIN management to gain an understanding of the mechanisms in place for a trusted flagger to report illegal content and noted that trusted flaggers are required to report illegal content via the Article 11 Single Point of Contact.</li> <li>7. Deloitte inspected the SHEIN DSA webpage (desktop website, mobile website, and mobile app) and assessed whether the designated Single Point of Contact met the benchmarks for easy to access and user friendly for trusted flaggers.</li> </ol>	<ol style="list-style-type: none"> <li>1. Product pages on SHEIN's desktop website, mobile website and mobile application.</li> <li>2. Content reporting webforms.</li> <li>3. Change logs for reporting mechanisms.</li> <li>4. Monitoring results for application downtime.</li> </ol>

<b>Changes to the audit procedures during the audit:</b>	
No changes	
<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 16.1 during the Audit Period, in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

Obligation:	Audit criteria:	Materiality threshold:
16.2	<p><b>Requirement:</b></p> <p>The mechanisms referred to in paragraph 1 shall be such as to facilitate the submission of sufficiently precise and adequately substantiated notices. To that end, the providers of hosting services shall take the necessary measures to enable and to facilitate the submission of notices containing all of the following elements:</p> <p>(a) a sufficiently substantiated explanation of the reasons why the individual or entity alleges the information in question to be illegal content;</p> <p>(b) a clear indication of the exact electronic location of that information, such as the exact URL or URLs, and, where necessary, additional information enabling the identification of the illegal content adapted to the type of content and to the specific type of hosting service;</p> <p>(c) the name and email address of the individual or entity submitting the notice, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU;</p> <p>(d) a statement confirming the bona fide belief of the individual or entity submitting the notice that the information and allegations contained therein are accurate and complete.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Sufficiently precise and adequately substantiated:</b> The notice form enables all elements set out in Article 16.2. (a) to (d) of the DSA to be captured.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>The SHEIN online interface is configured to allow users of the SHEIN website to report content they deem illegal or in violation of SHEIN policies and/or guidelines.</p> <p>Each report webform for illegal content across all SHEIN online platforms contains mandatory fields which include the report type, explanation of the reasons for the reports, indication of the exact location of the content, email address of the reporter, and a confirmation that the reporter submitting the notice is acting in good faith.</p> <p>The illegal content report form allows users to choose between the categories of notices to ensure that all decisions regarding the notice are taken by the relevant team.</p>	<p><u>Non trusted flaggers</u></p> <ol style="list-style-type: none"> <li>1. Deloitte inspected the illegal content reporting forms across the desktop website, mobile website and mobile app to ascertain whether the elements set out in 16.2(a)-(d) are able to be captured within the form.</li> <li>2. Deloitte discussed management's rationale for not including a specific field for name in the webform on the basis that there is a free text field where a user can provide their name if they wish, the ability to follow-up with the notifier for their name (if not provided in the free text field and where required to fulfil the necessary moderation activity) and the legal concerns raised in respect of minimising the collection of personal data.</li> <li>3. Deloitte obtained and inspected change logs to confirm that the webforms had not changed during the Audit Period.</li> <li>4. Deloitte obtained and inspected application monitoring results to confirm that the webforms were available throughout the Audit Period.</li> </ol> <p><u>Trusted flaggers</u></p> <ol style="list-style-type: none"> <li>5. Deloitte considered the use of the DSA Single Point of Contact as a notification mechanism and evaluated management's assertion that, in view of the fact that trusted flaggers are familiar with the type of information required to process an illegal content notification, together with the current low volume of notices received from trusted flaggers and the possibility for SHEIN to request further information by replying to the email, the single point of contact email met SHEIN's benchmark for sufficiently precise and adequately substantiated.</li> </ol>	<ol style="list-style-type: none"> <li>1. Product pages on SHEIN's desktop website, mobile website and mobile application.</li> <li>2. Content reporting webforms.</li> <li>3. Change logs for reporting mechanisms.</li> <li>4. Monitoring results for application downtime.</li> </ol>

<b>Changes to the audit procedures during the audit:</b>	
No changes	
<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 16.2 during the Audit Period, in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
16.4	<p><b>Requirement:</b> Where the notice contains the electronic contact information of the individual or entity that submitted it, the provider of hosting services shall, without undue delay, send a confirmation of receipt of the notice to that individual or entity.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Undue delay (confirmation of receipt):</b> Automatically provided upon receipt of the notice.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN has automated processes in place to send users email or in-app confirmation of receipt of notices upon submission. These confirmations include a timestamp and a case reference number.	<ol style="list-style-type: none"> <li>1. Deloitte obtained the population of notices received by SHEIN across all notification mechanisms during the Audit Period.</li> <li>2. Deloitte selected samples of notices received and assessed whether confirmations of receipts were sent without undue delay to the users who submitted the notices.</li> <li>3. Deloitte tested general information technology controls (GITCs) over the relevant systems involved in the processes supporting the notifications mechanisms to gain comfort over the completeness and accuracy of the data populations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations of notices received by SHEIN from all sources.</li> <li>2. Email templates for confirmations of receipt.</li> <li>3. Code used to convert the confirmation of receipt template into email.</li> <li>4. Confirmation of receipt via email or pop-up for IP notices.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 16.4 during the Audit Period, in all material respects.</p> <p>However, our review identified that some users may not have received a confirmation of receipt if they were on app versions from prior to the commencement of the Audit Period.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN explores the feasibility of continuing to support previous versions of the app when future updates are made or assess the potential for other mitigating processes/controls.		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
16.5	<p><b>Requirement:</b> The provider shall also, without undue delay, notify that individual or entity of its decision in respect of the information to which the notice relates, providing information on the possibilities for redress in respect of that decision.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Undue delay (notification of the result):</b> Within 48 working hours from the receipt of the notice, except for IP-related notices, the result of which is notified within 3 to 5 working days from receipt of such notice.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN's Content Moderation team reviews the illegal content reports related to Prohibited Goods, Offensive Content and Marketplace Compliance and provides a conclusion to the reporter within 48 working hours.</p> <p>The Content Moderation team reviews the illegal content reports related to IP Infringement and provides a conclusion to the reporter within 3 to 5 working days.</p> <p>The conclusion is communicated to the reporters via email and/or in-app notification.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained the population of notices received by SHEIN across all notification mechanisms during the Audit Period.</li> <li>2. Deloitte selected samples of notices received and assessed whether the users who submitted the notices were informed of the decision in respect of the information to which the notices related and whether they were informed of the decision without undue delay.</li> <li>3. Deloitte tested general information technology controls (GITCs) over the relevant systems involved in the processes supporting the notifications mechanisms to gain comfort over the completeness and accuracy of the data populations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations of notices received by SHEIN from all sources.</li> <li>2. Email templates for decision notices.</li> <li>3. Code used to convert the decision notice template into email, as applicable.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Unable to Conclude – As described in the following paragraph, we have not been able to obtain sufficient appropriate audit evidence to form a conclusion on SHEIN's compliance with Obligation 16.5 during the Audit Period. Accordingly, we do not express an opinion on SHEIN's compliance for this obligation.</p> <p>We were unable to obtain sufficient audit evidence to ascertain whether decision notices were sent to the individual or entity that submitted it or the timeframe in which the decision notice was sent.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN implement formal processes or controls to evidence that users were notified of decisions in respect of the information to which their notice relates, and that they were provided with information on the possibilities for redress in respect of that decision.		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
16.6	<p><b>Requirement:</b> Providers of hosting services shall process any notices that they receive under the mechanisms referred to in paragraph 1 and take their decisions in respect of the information to which the notices relate, in a timely, diligent, nonarbitrary and objective manner. Where they use automated means for that processing or decision-making, they shall include information on such use in the notification referred to in paragraph 5.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Timely, diligent, nonarbitrary and objective manner:</b> Within 48 working hours from the receipt of the notice, except for IP-related notices, the result of which is notified within 3 to 5 working days from the receipt of such notice. Decisions are made in accordance with SHEIN's review standards.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has established information review rules and guidelines that are used by the Content Moderation team to assist in reviewing and concluding on the illegal content reports submitted by users.</p> <p>Action is taken in response to all notices within 48 working hours from receipt of the notice, with the exception of IP notices. Actions in response to IP Notices are taken within 3 to 5 working days from receipt of such notice.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained the population of notices received by SHEIN across all notification mechanisms during the Audit Period.</li> <li>2. Deloitte selected samples of notices received and assessed whether the notices were handled in a timely manner.</li> <li>3. Deloitte obtained and reviewed the relevant guidelines and standards to ascertain whether a framework was in place to promote a diligent, nonarbitrary and objective approach to content moderation.</li> <li>4. Deloitte tested general information technology controls (GITCs) over the relevant systems involved in the processes supporting the notifications mechanisms to gain comfort over the completeness and accuracy of the data populations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations of notices received by SHEIN from all sources.</li> <li>2. SHEIN's relevant guidelines</li> <li>3. SHEIN's relevant Standards</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Unable to Conclude – As described in the following paragraph, we have not been able to obtain sufficient appropriate audit evidence to form a conclusion on SHEIN's compliance with Obligation 16.6 during the Audit Period. Accordingly, we do not express an opinion on SHEIN's compliance for this obligation.</p> <p>We were unable to obtain sufficient audit evidence to ascertain whether decision was taken in a timely manner.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN implement formal processes or controls to evidence that notices have been processed and decisions taken in a timely manner.		31 December 2025



<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
17.1	<b>Requirement:</b> Providers of hosting services shall provide a clear and specific statement of reasons to any affected recipients of the service for any of the following restrictions imposed on the ground that the information provided by the recipient of the service is illegal content or incompatible with their terms and conditions: <ol style="list-style-type: none"> <li>any restrictions of the visibility of specific items of information provided by the recipient of the service, including removal of content, disabling access to content, or demoting content;</li> <li>suspension, termination or other restriction of monetary payments;</li> <li>suspension or termination of the provision of the service in whole or in part;</li> <li>suspension or termination of the recipient of the service's account.</li> </ol>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN uses multiple systems in its content moderation activities.</p> <p>Where content is moderated, the relevant system generates a statement of reasons and the content owner receives a message via e-mail or push notification regarding the removal of content or restrictions imposed.</p> <p>All decisions and enforcement actions are logged in the respective system.</p>	<ol style="list-style-type: none"> <li>Deloitte inquired with SHEIN management to gain an understanding of the systems used for content moderation activities and the processing of statements of reasons.</li> <li>Deloitte obtained the population of statements of reasons sent by SHEIN during the Audit Period.</li> <li>From the samples of notices assessed under Article 16, Deloitte identified the instances where action was taken which led to restrictions, suspensions, or terminations as referred to in Article 17.1 (a-d) and assessed whether a statement of reasons was sent.</li> <li>Further, Deloitte selected samples of cases where action was taken as a result of own-initiative content moderation which led to restrictions, suspensions, or terminations as referred to in Article 17.1 (a-d) and assessed whether a statement of reasons was sent.</li> <li>Deloitte tested general information technology controls (GITCs) over the relevant systems involved in the processing of statement of reasons to gain comfort over the completeness and accuracy of the data populations.</li> </ol>	<ol style="list-style-type: none"> <li>Populations of statements of reasons sent by SHEIN during the Audit Period.</li> <li>Populations of notices received by SHEIN.</li> <li>Population of own-initiative content moderation activities.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 17.1 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
17.2	<p><b><u>Requirement:</u></b></p> <p>Paragraph 1 shall only apply where the relevant electronic contact details are known to the provider. It shall apply at the latest from the date that the restriction is imposed, regardless of why or how it was imposed.</p> <p>Paragraph 1 shall not apply where the information is deceptive high-volume commercial content.</p> <p><b><u>Definitions and Benchmarks:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Deceptive high-volume commercial content:</b> Reviews submitted that contain fraudulent or misleading information; and listings for non-existent properties.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN uses multiple systems in its content moderation activities.</p> <p>Where content is moderated, the relevant system generates a statement of reasons and the content owner receives a message via e-mail or push notification regarding the removal of the content or restrictions imposed.</p> <p>All decisions and enforcement actions are logged in the respective system.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained the population of statements of reasons sent by SHEIN during the Audit Period.</li> <li>2. For the sample of statements of reasons identified in relation to Article 17.1, Deloitte inspected the date of the decision and the date the statement of reasons was sent to the user to ascertain whether the statements of reasons were sent at the latest from the date that the restriction is imposed.</li> <li>3. Deloitte tested general information technology controls (GITCs) over the relevant systems involved in the processing of statement of reasons to gain comfort over the completeness and accuracy of the data populations.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations of statements of reasons sent by SHEIN during the Audit Period.</li> <li>2. Populations of notices received by SHEIN.</li> <li>3. Population of own-initiative content moderation activities.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Negative – In our opinion, except for the effects of the material noncompliance described in the following paragraphs, SHEIN complied with Obligation 17.2 during the Audit Period, in all material respects.</p> <p>This partial noncompliance was due to statements of reasons not being sent to users who had account related content taken down between 05 November 2024 - 09 January 2025 at the time the content was moderated.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable - management has informed us that the issue was remediated during the Audit Period and the statements of reasons were subsequently sent in January 2025.		Not applicable

Obligation:	Audit criteria:	Materiality threshold:
17.3	<p><b>Requirement:</b></p> <p>The statement of reasons referred to in paragraph 1 shall at least contain the following information:</p> <p>(a) information on whether the decision entails either the removal of, the disabling of access to, the demotion of or the restriction of the visibility of the information, or the suspension or termination of monetary payments related to that information, or imposes other measures referred to in paragraph 1 with regard to the information, and, where relevant, the territorial scope of the decision and its duration;</p> <p>(b) the facts and circumstances relied on in taking the decision, including, where relevant, information on whether the decision was taken pursuant to a notice submitted in accordance with Article 16 or based on voluntary own-initiative investigations and, where strictly necessary, the identity of the notifier;</p> <p>(c) where applicable, information on the use made of automated means in taking the decision, including information on whether the decision was taken in respect of content detected or identified using automated means;</p> <p>(d) where the decision concerns allegedly illegal content, a reference to the legal ground relied on and explanations as to why the information is considered to be illegal content on that ground;</p> <p>(e) where the decision is based on the alleged incompatibility of the information with the terms and conditions of the provider of hosting services, a reference to the contractual ground relied on and explanations as to why the information is considered to be incompatible with that ground;</p> <p>(f) clear and user-friendly information on the possibilities for redress available to the recipient of the service in respect of the decision, in particular, where applicable through internal complaint-handling mechanisms, out-of-court dispute settlement and judicial redress.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Territorial scope:</b> European Economic Area.</li> <li>• <b>Clear, User friendly:</b> Must be suitable for Grade 15 individuals (age 20-21) based on automated readability index (ARI).</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>Where SHEIN moderates content, the relevant system generates a statement of reasons.</p> <p>The content of the statement of reasons is structured using predefined value mappings which align with DSA requirements and translate enforcement actions into standardized, specific descriptions.</p> <p>The statement of reasons contains information including the report ID, the enforcement action taken, the basis for the action, and information on how to appeal the decision.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained the population of statements of reasons sent by SHEIN during the Audit Period.</li> <li>2. For the sample of statements of reasons identified in relation to Article 17.1, Deloitte inspected the content of the statements to ascertain whether they considered the information required by Article 17.3(a) - 17.3(f).</li> <li>3. Deloitte reviewed external legal advice obtained by SHEIN in respect of its interpretation of the Article, in particular covering the meaning of clear and user-friendly information within Article 17.3(f) and the rationale for not including information on out-of-court dispute settlement and judicial redress directly within the statement of reasons and, in relation to Article 17.3(c), the rationale for not including information on whether content was detected or identified using automated means on the basis that no decision was taken through the use of automated means by SHEIN.</li> <li>4. Deloitte performed testing using an Automated Readability Index tool to verify that the disclosures met SHEIN's benchmark for statement of reasons readability.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations of statements of reasons sent by SHEIN during the Audit Period.</li> <li>2. Email templates for statements of reasons.</li> <li>3. Code used to convert the statement of reasons template into email.</li> <li>4. Hemmingway Automated Readability Index tool.</li> </ol>

<b>Changes to the audit procedures during the audit:</b>	
No changes	
<b>Conclusion:</b>	
<p>Negative – In our opinion, except for the effects of the material noncompliance described in the following paragraph, SHEIN complied with Obligation 17.3 during the Audit Period, in all material aspects.</p> <p>This partial noncompliance was the result of the absence of information on the possibilities for out-of-court dispute settlement and judicial redress pursuant to Article 17.3(f) set out within the statement of reasons or, alternatively, in relation to users, this information being clearly available through the customer services portal to which the statement of reasons directs recipients of the service should they wish to appeal.</p>	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN enhance their statement of reasons to ensure that they include information on the possibilities for out-of-court dispute settlement and judicial redress pursuant to Article 17.3(f) or, (i) for users, enhance the clarity of information available through the customer services portal on these possibilities, e.g. through clear links to existing relevant sources of information, and (ii) for sellers, include a specific referral in the statement of reasons to the Seller Portal should they wish to appeal and enhance the clarity of information available through the Seller Portal on these possibilities.	31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
17.4	<p><b>Requirement:</b></p> <p>The information provided by the providers of hosting services in accordance with this Article shall be clear and easily comprehensible and as precise and specific as reasonably possible under the given circumstances. The information shall, in particular, be such as to reasonably allow the recipient of the service concerned to effectively exercise the possibilities for redress referred to in of paragraph 3, point (f).</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Clear, Easily Comprehensible, Precise, Specific:</b> Must be suitable for Grade 15 individuals (age 20-21) based on automated readability index (ARI).</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>Where SHEIN moderates content, the relevant system generates a statement of reasons.</p> <p>The content of the statement of reasons is structured using predefined value mappings which align with DSA requirements and translate enforcement actions into standardized, specific descriptions.</p> <p>The statement of reasons contains information including the report ID, the enforcement action taken, the basis for the action, and information on how to appeal the decision.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained the population of statements of reasons sent by SHEIN during the Audit Period.</li> <li>2. For the sample of statements of reasons identified in relation to Article 17.1, Deloitte inspected the content of the statements to ascertain whether they were written in a way that met SHEIN's benchmark for clear, easily comprehensible, precise, and specific and whether they included information on the possibilities for redress required by Article 17.3(f).</li> <li>3. Deloitte reviewed external legal advice obtained by SHEIN in respect of its interpretation of the Article, in particular in relation to the rationale for not including information on out-of-court dispute settlement and judicial redress directly within the statement of reasons.</li> <li>4. Deloitte performed testing using an Automated Readability Index tool to verify that the disclosures met SHEIN's benchmark for statement of reasons' readability.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations of statements of reasons sent by SHEIN during the Audit Period.</li> <li>2. Email templates for statements of reasons.</li> <li>3. Code used to convert the statement of reasons template into email.</li> <li>4. Hemmingway Automated Readability Index tool.</li> </ol>
<b>Changes to the audit procedures during the audit.</b>		
No changes		
<b>Conclusion:</b>		
<p>Negative – In our opinion, except for the effects of the material noncompliance described in the following paragraph, SHEIN complied with Obligation 17.4 during the Audit Period, in all material aspects.</p> <p>This partial noncompliance was the result of the absence of information on the possibilities for out-of-court dispute settlement and judicial redress pursuant to Article 17.3(f), as also noted in respect of Obligation 17.3.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Refer recommendation in respect of Obligation 17.3.		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
18.1	<p><b>Requirement:</b> Where a provider of hosting services becomes aware of any information giving rise to a suspicion that a criminal offence involving a threat to the life or safety of a person or persons has taken place, is taking place or is likely to take place, it shall promptly inform the law enforcement or judicial authorities of the Member State or Member States concerned of its suspicion and provide all relevant information available.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Criminal offence involving a threat to the life or safety of a person or persons:</b> An illegal act, as defined under the relevant Member State law, that endangers human life or safety of a person/persons.</li> <li>• <b>Promptly inform:</b> Immediately or expeditious notification to the relevant authorities, and in any case, within 1 business day.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has a process in place for compliance with Article 18 which involves the Content Moderation Team and the Legal Team.</p> <p>This process is documented as the 'Notification of Suspicion of Criminal Offences' Standard Operating Procedure and it is reviewed on an annual basis by the Legal Team.</p> <p>The Legal team maintains this record of all communications and information exchanged with the relevant Member State authorities.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management in relation to: <ol style="list-style-type: none"> <li>a. Policies and procedures in place for informing law enforcement or judicial authorities of suspicions of criminal offences involving a threat to the life or safety of a person or persons;</li> <li>b. The process used to identify instances that should be reported to law enforcement or judicial authorities;</li> <li>c. The population of reports during the audit period.</li> </ol> </li> <li>2. Deloitte performed procedures to verify SHEIN management's assertion that there were no instances of criminal offences that should have been reported under Article 18.1 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. The Standard Operating Procedure for Notification of Suspicion of Criminal Offences.</li> <li>2. Inspection of Single Point of Contact mailbox.</li> <li>3. Legal inbox.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 18.1 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
18.2	<p><b>Requirement:</b></p> <p>Where the provider of hosting services cannot identify with reasonable certainty the Member State concerned, it shall inform the law enforcement authorities of the Member State in which it is established or where its legal representative resides or is established or inform Europol, or both.</p> <p>For the purpose of this Article, the Member State concerned shall be the Member State in which the offence is suspected to have taken place, to be taking place or to be likely to take place, or the Member State where the suspected offender resides or is located, or the Member State where the victim of the suspected offence resides or is located.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN's Standard Operating Procedure for Notification of Suspicion of Criminal Offences requires content moderators to report to the Legal Team all relevant information about the suspected serious criminal offence including, among other things, the location of the incident and the details of the user involved.</p> <p>If the Member State concerned cannot be identified with reasonable certainty, Legal informs the law enforcement authorities in which SHEIN Ireland is established and/or Europol. SHEIN also provides a notification to the law enforcement where its legal representative resides.</p>	<ol style="list-style-type: none"> <li>1. Deloitte reviewed the SOP for Notification of Suspicion of Criminal Offences to verify that it includes procedures for informing law enforcement authorities of suspicions of a criminal offence involving a threat to the life or safety of a person or persons in the event that the Member State concerned cannot be identified with reasonable certainty.</li> <li>2. Deloitte performed procedures to verify SHEIN management's assertion that there no instances of criminal offences that should have been reported under Article 18.2 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. The Standard Operating Procedure for Notification of Suspicion of Criminal Offences.</li> <li>2. Inspection of Single Point of Contact mailbox.</li> <li>3. Legal inbox.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 18.2 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

### Section 3 - Additional provisions applicable to providers of online platforms

Obligation:	Audit criteria:	Materiality threshold:
20.1	<p><b>Requirement:</b> Providers of online platforms shall provide recipients of the service, including individuals or entities that have submitted a notice, for a period of at least six months following the decision referred to in this paragraph, with access to an effective internal complaint-handling system that enables them to lodge complaints, electronically and free of charge, against the decision taken by the provider of the online platform upon the receipt of a notice or against the following decisions taken by the provider of the online platform on the grounds that the information provided by the recipients constitutes illegal content or is incompatible with its terms and conditions:</p> <p>(a) decisions whether or not to remove or disable access to or restrict visibility of the information;</p> <p>(b) decisions whether or not to suspend or terminate the provision of the service, in whole or in part, to the recipients;</p> <p>(c) decisions whether or not to suspend or terminate the recipients' account;</p> <p>(d) decisions whether or not to suspend, terminate or otherwise restrict the ability to monetize information provided by the recipients.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li><b>Lodge complaints electronically:</b> Through an online form.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>SHEIN has processes in place for the management of complaints from users, traders and copyright holders.</p> <p>Decision notices and statements of reason to users contain links to the Customer Service portal where they can lodge a complaint.</p> <p>Sellers receive decision notices and statements of reason to sellers contain details of where they can lodge a complaint on their Seller Hub interface.</p> <p>In the case of intellectual property decisions, impacted individuals can reply and respond via the Helpdesk email.</p>	<ol style="list-style-type: none"> <li>Deloitte inquired with SHEIN management to understand the complaints handling process and the timeframes for the availability of the complaint handling system, which remains available with no ascribed time limit.</li> <li>Deloitte tested the complaint submission process by navigating SHEIN's website's Help Centre and Customer Service sections, as well as the 'Submit a Complaint' hyperlink, which directs users to the "Submit a Ticket" portal. Deloitte assessed the latter for evidence that users can submit complaints electronically, with no fees or payment prompts.</li> <li>Deloitte inspected the Seller Hub interface to verify that sellers have a mechanism to access the Customer Service portal.</li> </ol>	<ol style="list-style-type: none"> <li>SHEIN Webpage for Help Centre, Customer Service portal and Submit a Complaint hyperlink.</li> <li>Seller Hub Interface for Seller Support.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 20.1 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable



<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
20.2	<b>Requirement:</b> The period of at least six months referred to in paragraph 1 of this Article shall start on the day on which the recipient of the service is informed about the decision in accordance with Article 16(5) or Article 17.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
There are three (3) portals for lodging complaints in SHEIN's online interface: the Customer Service portal, the Seller Hub, and email. The portals for users to submit complaints electronically are not restricted to any timeframe.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management regarding the use of the internal complaints handling portal for individuals or entities to lodge complaints and ascertained that the internal complaints handling portal remains accessible with no ascribed time limit.</li> <li>2. Deloitte inspected the monthly system downtime logs from the monitoring tool for the website interfaces hosted on Seller Hub and Customer Service portal to confirm that there were no outages or downtime during which submitted complaints were not logged in the database.</li> <li>3. Deloitte performed procedures to verify SHEIN management's assertion that there were no instances of outages or downtime of the monitoring tool that should have been reported under Article 20.2 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. Monthly downtime logs for the website interfaces hosted on Seller Hub and Customer Service portal from interface SHEIN's monitoring tool.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 20.2 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
20.3	<p><b>Requirement:</b> Providers of online platforms shall ensure that their internal complaint-handling systems are easy to access, user-friendly and enable and facilitate the submission of sufficiently precise and adequately substantiated complaints.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Easy to access:</b> For users, the internal complaint handling form can be accessed through the 'Report Content &amp; Appeal Decision' section on SHEIN's Customer Service portal (for IP complaints this is via email). For sellers, the internal complaint handling system can be accessed via their Seller Hub.</li> <li>• <b>User friendly:</b> From SHEIN's Customer Service portal, completion of the internal complaint handling system form does not require more than 6 clicks to be completed.</li> <li>• <b>Sufficiently precise and adequately substantiated complaints:</b> The internal complaint handling system form has a dedicated field which allows complainants to explain the arguments to support their appeal.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has a dedicated Customer Service Portal which is displayed on the main page of their online platform as a standalone category.</p> <p>The completion of the internal complaint handling system form includes mandatory fields to ensure sufficient information is provided to substantiate the complaints.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inspected the SHEIN desktop website, mobile website and mobile app (and the Seller Hub platform to locate the Customer Service Portal and assessed whether the complaint-handling system(s) meets SHEIN's definition of "easy to access" and "user friendly".</li> <li>2. Deloitte assessed SHEIN's internal complaint handling form in the Customer Service portal against the benchmark for enabling and facilitating the submission of sufficiently precise and adequately substantiated complaints to verify that the form has a dedicated field which allows complainants to set out the arguments which support their appeal.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's desktop website, mobile website and mobile app for the Customer Service portal and internal complaint handling page.</li> <li>2. SHEIN's Seller Hub platform for Customer Service Portal.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 20.3 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
20.4	<p><b>Requirement:</b> Providers of online platforms shall handle complaints submitted through their internal complaint-handling system in a timely, non-discriminatory, diligent and non-arbitrary manner. Where a complaint contains sufficient grounds for the provider of the online platform to consider that its decision not to act upon the notice is unfounded or that the information to which the complaint relates is not illegal and is not incompatible with its terms and conditions, or contains information indicating that the complainant's conduct does not warrant the measure taken, it shall reverse its decision referred to in paragraph 1 without undue delay.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Timely:</b> Within 30 working days from the receipt of the complaint, except for IP related complaints, where timely is determined on a case-by-case basis due to the complexity of such cases.</li> <li>• <b>Diligent, non-arbitrary and non-discriminatory:</b> In accordance with SHEIN's Review Guidance and Summary Table of Information Review Rules.</li> <li>• <b>Without undue delay:</b> Within 48 working hours from the decision.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has established internal Service Level Agreements to ensure timeliness of the completion of the complaints.</p> <p>Lead times of the complaints are monitored regularly by the Customer Services Team and any issues are escalated to the Head of Customer Services to be resolved.</p> <p>Monitoring of the success rates of the appeals are performed regularly. Any irregularities in the success rates will trigger a review of the appeal process by the Compliance team.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained and inspected the full populations of complaints made by sellers and users during the Audit Period and selected samples for Step 2 and Step 3 below.</li> <li>2. Deloitte selected a sample of complaints and inspected the case details from the respective system to verify whether the complaints had been handled in a timely manner and, where decisions have had to be reversed, they have been reversed without undue delay in accordance with SHEIN's benchmarks.</li> <li>3. Deloitte inspected SHEIN's relevant Guidance and Rules to ascertain whether the samples of complaints had been handled in a diligent, non-arbitrary and non-discriminatory' manner in accordance with SHEIN's benchmark.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations from source databases of complaints received during Audit Period.</li> <li>2. Case details for a sample of complaints, including reason for appeal, appeal time and appeal status.</li> <li>3. SHEIN's relevant rules and guidelines used by Content Moderators for Article 16 and 20.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 20.4 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
20.5	<p><b>Requirement:</b> Providers of online platforms shall inform complainants without undue delay of their reasoned decision in respect of the information to which the complaint relates and of the possibility of out-of-court dispute settlement provided for in Article 21 and other available possibilities for redress.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Undue delay:</b> Within 48 working hours from the decision.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>Users are sent a notification of decision on complaint with the reason for the final decision via email.</p> <p>Sellers are sent a notification of decision on complaint via the Seller Hub which includes: the detailed reasoning for either upholding or overturning the original decision, and; any remedial actions taken (e.g. reinstating the product), with associated records updated in internal system.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inspected the full population of complaints made by traders and users during the Audit Period and selected samples for Step 2 and Step 3 below.</li> <li>2. Deloitte selected a sample of complaints and inspected the complaint details from the respective system to verify whether complainants had been informed of their reasoned decision without undue delay.</li> <li>3. Deloitte conducted further testing on the samples to ascertain whether the communication of the reasoned decisions contained information on the possibility of out-of-court dispute settlements provided for in Article 21 and other available possibilities for redress.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations from source databases of complaints received during Audit Period.</li> <li>2. Case details for a sample of complaints, including reason for appeal, appeal time and appeal status.</li> <li>3. Templates for the reasoned decisions sent to users/sellers.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Negative – In our opinion, except for the effects of the material noncompliance described in the following paragraphs, SHEIN complied with Obligation 20.5 during the audit period, in all material respects.</p> <p>This partial noncompliance was the result of SHEIN not informing (i) sellers of the possibility of out-of-court dispute settlements provided for in Article 21 and other available possibilities for redress throughout the period and (ii) users of this possibility until 29 April 2025.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN enhance the processes/controls in place to ensure that sellers are informed of the possibility of out-of-court dispute settlements provided for in Article 21 and other available possibilities for redress within their reasoned decision.		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
20.6	<p><b>Requirement:</b> Providers of online platforms shall ensure that the decisions, referred to in paragraph 5, are taken under the supervision of appropriately qualified staff, and not solely on the basis of automated means.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Qualified staff:</b> Decisions on complaints should be made under the supervision of appropriately trained and knowledgeable personnel, not solely by automated means.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has dedicated teams with suitable expertise to assess and determine the validity of complaints.</p> <p>Regular trainings are mandatory for team members to ensure they possess the necessary and updated knowledge to make informed decisions on complaints.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to obtain an understanding of the complaints handling process and whether it relies on automated means.</li> <li>2. Deloitte selected samples of complaints and inspected the case details to verify whether the complaints had been handled by human moderators.</li> <li>3. Deloitte obtained a list of online training courses provided to Content Moderation staff and inspected the contents of samples of training courses to confirm whether, based on the training provided, it is reasonable to expect that the Content Moderation staff are appropriately trained and knowledgeable.</li> <li>4. Deloitte selected samples of Content Moderation supervisors and reviewed their levels of education and experience to ascertain whether the team supervisors are appropriately qualified.</li> </ol>	<ol style="list-style-type: none"> <li>1. Populations of complaints received during Audit Period.</li> <li>2. Case details for a sample of complaints.</li> <li>3. List of online training courses maintained by management.</li> <li>4. Training materials.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 20.6 during the Audit Period, in all material respects.</p> <p>However, our review identified that training records are maintained informally.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN enhance their process around documenting training attendance, including individuals who attended the training and when the training was held.		31 December 2025

Obligation:	Audit criteria:	Materiality threshold:
21.1	<p><b>Requirement:</b></p> <p>Recipients of the service, including individuals or entities that have submitted notices, addressed by the decisions referred to in Article 20(1) shall be entitled to select any out-of-court dispute settlement body that has been certified in accordance with paragraph 3 of this Article in order to resolve disputes relating to those decisions, including complaints that have not been resolved by means of the internal complaint-handling system referred to in that Article.</p> <p>Providers of online platforms shall ensure that information about the possibility for recipients of the service to have access to an out-of-court dispute settlement, as referred to in the first subparagraph, is easily accessible on their online interface, clear and user-friendly.</p> <p>The first subparagraph is without prejudice to the right of the recipient of the service concerned to initiate, at any stage, proceedings to contest those decisions by the providers of online platforms before a court in accordance with the applicable law.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Easily accessible:</b> SHEIN must make this information accessible to the public with a maximum of 3 clicks from the SHEIN homepage.</li> <li>• <b>Clear and user-friendly:</b> Suitable for Grade 12 individuals (age 17-18) based on automated readability index.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>SHEIN has a process for allowing its users (both traders and users) the option to use an out-of-court dispute settlement process operated by a Certified Body in accordance with Article 21 in order to resolve disputes relating to SHEIN content moderation decisions, including complaints that have not been resolved through SHEIN's internal complaint handling process.</p> <p>SHEIN has made this information available and easily accessible through the SHEIN website on the DSA page in Section 3 (Disputes about user content and accounts).</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management to understand the measures implemented to provide recipients of the service with information about their right to access an out-of-court dispute settlement body and to identify where this information is made available on the platform.</li> <li>2. Deloitte accessed and navigated the Digital Services Act page on the SHEIN platform to verify that information on out-of-court dispute settlement rights was available and met SHEIN's benchmark for easily accessible.</li> <li>3. Deloitte performed testing using an Automated Readability Index tool to verify that the disclosures met SHEIN's benchmark for clear and user friendly, and evaluated whether the addition of a link (for 6 days at the end of the Audit Period) to more detailed guidance in respect of out-of-court dispute settlement bodies, which caused the Automated Readability Index to increase to Grade 13, was material.</li> <li>4. Deloitte obtained and inspected webpage change logs related to out-of-court dispute settlement information to verify that the content was published and available throughout the audit period. Supporting evidence were also reviewed to confirm that the page content remained publicly accessible during the Audit Period.</li> <li>5. Deloitte obtained the Digital Services Act page as at the closest date available to the start of the Audit Period using a third-party webpage archive to ascertain that users had out-of-court dispute settlements information available to them from the start of the audit period.</li> </ol>	<ol style="list-style-type: none"> <li>1. The DSA webpage on SHEIN's desktop website, mobile website and mobile application.</li> <li>2. Change logs for the DSA webpage.</li> <li>3. Hemmingway Automated Readability Index tool.</li> <li>4. Third-party webpage archive.</li> </ol>

<b>Changes to the audit procedures during the audit:</b>	
No changes	
<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 21.1 during the Audit Period, in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
21.2	<p><b>Requirement:</b></p> <p>Both parties shall engage, in good faith, with the selected certified out-of-court dispute settlement body with a view to resolving the dispute.</p> <p>Providers of online platforms may refuse to engage with such out-of-court dispute settlement body if a dispute has already been resolved concerning the same information and the same grounds of alleged illegality or incompatibility of content.</p> <p>The certified out-of-court dispute settlement body shall not have the power to impose a binding settlement of the dispute on the parties.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has processes in place to ensure that engagement with out-of-court dispute settlement bodies is productive and conducted in good faith with a view to resolving the dispute.</p> <p>SHEIN has developed internal Standard Operating Procedures to comply with the requirements in relation to this Article.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to understand the process for engagement with Out-of-court dispute settlement bodies, including the circumstances in which SHEIN may refuse to engage.</li> <li>2. Deloitte obtained and inspected the internal “Out-of-court dispute settlement for users affected by SHEIN’s content moderation decisions” Standard Operating Procedures which governs Article 21 engagement.</li> <li>3. Deloitte obtained confirmation from management that no out-of-court dispute settlement cases were received during the audit period and corroborated this through inspection of the DSA Single Point of Contact mailbox for evidence of external notifications from out-of-court settlements bodies.</li> <li>4. Deloitte performed procedures to verify SHEIN management’s assertion that there were no instances of Out-of-court dispute settlement cases that should have been reported under Article 21.2 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN’s “Out-of-court dispute settlement for users affected by SHEIN’s content moderation decisions” Standard Operating Procedures for the out-of-court dispute settlement process.</li> <li>2. Access rights to the DSA mailbox, its owners and member listing.</li> <li>3. Inspection of Single Point of Contact mailbox.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 21.2 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable



<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
21.5	<p><b>Requirement:</b></p> <p>If the out-of-court dispute settlement body decides the dispute in favour of the recipient of the service, including the individual or entity that has submitted a notice, the provider of the online platform shall bear all the fees charged by the out-of-court dispute settlement body, and shall reimburse that recipient, including the individual or entity, for any other reasonable expenses that it has paid in relation to the dispute settlement. If the out-of-court dispute settlement body decides the dispute in favour of the provider of the online platform, the recipient of the service, including the individual or entity, shall not be required to reimburse any fees or other expenses that the provider of the online platform paid or is to pay in relation to the dispute settlement, unless the out-of-court dispute settlement body finds that that recipient manifestly acted in bad faith.</p> <p>The fees charged by the out-of-court dispute settlement body to the providers of online platforms for the dispute settlement shall be reasonable and shall in any event not exceed the costs incurred by the body. For recipients of the service, the dispute settlement shall be available free of charge or at a nominal fee.</p> <p>Certified out-of-court dispute settlement bodies shall make the fees, or the mechanisms used to determine the fees, known to the recipient of the service, including to the individuals or entities that have submitted a notice, and to the provider of the online platform concerned, before engaging in the dispute settlement.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN's Standard Operating Procedures confirms its understanding of how costs will be dealt with following an out-of-court dispute settlement.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management as to whether any disputes had been resolved using an out-of-court dispute settlement body during the audit period.</li> <li>2. Deloitte inspected the DSA single point of contact mailbox to corroborate that no disputes were submitted by out-of-court dispute settlement bodies during the audit period.</li> <li>3. Deloitte inspected the Standard Operating Procedures in place to ascertain that SHEIN has a process to reimburse recipients if an out-of-court dispute settlement body decides a dispute in their favour.</li> <li>4. Deloitte performed procedures to verify SHEIN management's assertion that there were no instances of disputes were submitted by out-of-court dispute settlement bodies that should have been reported under Article 21.5 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN Standard Operating Procedures for the out-of-court dispute settlement process.</li> <li>2. Access rights to the DSA mailbox, its owners and member listing.</li> <li>3. Inspection of Single Point of Contact mailbox.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 21.5 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
22.1	<p><b>Requirement:</b> Providers of online platforms shall take the necessary technical and organisational measures to ensure that notices submitted by trusted flaggers, acting within their designated area of expertise, through the mechanisms referred to in Article 16, are given priority and are processed and decided upon without undue delay.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Undue delay:</b> Within 12 working hours from the receipt of the notice.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has a Standard Operating Procedure for trusted flaggers which utilises the single point of contact DSA mailbox.</p> <p>The DSA mailbox is managed by the DSA Compliance Officer and monitored on a daily basis.</p> <p>The Legal Team ensures that notices from trusted flaggers are acknowledged and passed on to the relevant teams for action within 6 business hours.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to understand the mechanisms in place to ensure that notices raised by trusted flaggers are given priority and processed within the timelines established in their benchmark for without undue delay.</li> <li>2. Deloitte inspected SHEIN's DSA webpage to ascertain whether it is noted that trusted flaggers should use the Article 11 single point of contact for notices.</li> <li>3. Deloitte obtained and reviewed the Standard Operating Procedures governing the Article 22 process.</li> <li>4. Deloitte inspected samples of the DSA Single Point of Contact mailbox to corroborate management's assertion that no notices from trusted flaggers were received during the Audit Period.</li> <li>5. Deloitte reviewed samples of supporting mechanisms, including notice and action procedures pursuant to Article 16 and publicly available information from trusted flaggers, to further assess whether any notices had been submitted.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN Trusted Flaggers Standard Operating Procedures.</li> <li>2. Access rights to the DSA mailbox, its owners and member listing.</li> <li>3. Inspection of Single Point of Contact mailbox.</li> <li>4. Publicly available trusted flagger reports.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 22.1 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
22.6	<p><b>Requirement:</b></p> <p>Where a provider of online platforms has information indicating that a trusted flagger has submitted a significant number of insufficiently precise, inaccurate or inadequately substantiated notices through the mechanisms referred to in Article 16, including information gathered in connection to the processing of complaints through the internal complaint-handling systems referred to in Article 20(4), it shall communicate that information to the Digital Services Coordinator that awarded the status of trusted flagger to the entity concerned, providing the necessary explanations and supporting documents. Upon receiving the information from the provider of online platforms, and if the Digital Services Coordinator considers that there are legitimate reasons to open an investigation, the status of trusted flagger shall be suspended during the period of the investigation. That investigation shall be carried out without undue delay.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Significant number:</b> As will be established by European Commission guidance.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN has a Standard Operating Procedure for trusted flaggers which utilises the Single Point of Contact DSA mailbox.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management to understand whether any trusted flaggers had submitted a significant number of insufficiently precise, inaccurate, or inadequately substantiated notices, and the process in place to track such occurrences.</li> <li>2. Deloitte inspected samples of the DSA mailbox to corroborate whether any notices were submitted by trusted flaggers during the Audit Period.</li> <li>3. Deloitte reviewed the Standard Operating Procedure governing Article 22 to ascertain that SHEIN has a process in place for trusted flaggers which utilises the Single Point of Contact DSA mailbox.</li> <li>4. Deloitte performed procedures to verify SHEIN management's assertion that there were no instances of insufficiently precise, inaccurate or inadequately substantiated notices/complaints under Article 22.6 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's Trusted Flaggers Standard Operating Procedures.</li> <li>2. Inspection of Single Point of Contact mailbox.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 22.6 during the Audit Period, in all material respects.</p> <p>However, based on our review of SHEIN's Trusted Flaggers Standard Operating Procedure, we noted that (1) procedures regarding the tracking and monitoring for significant numbers of insufficiently precise, inaccurate or inadequately substantiated notices or complaints, and (2) the process by which SHEIN would communicate the necessary information, including explanations and documentation, to the Digital Services Coordinator, have not been documented.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN include further detail in their Trusted Flaggers Standard Operating Procedure in relation the required information pursuant to Article 22.6 and the method for reporting to the Digital Services Coordinator.		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
23.1	<p><b>Requirement:</b> Providers of online platforms shall suspend, for a reasonable period of time and after having issued a prior warning, the provision of their services to recipients of the service that frequently provide manifestly illegal content.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Frequently:</b> For users, posting more than 30 illegal reviews in 90 days. For sellers, posting illegal content more than once during a given quarter.</li> <li>• <b>Reasonable period of time:</b> For users, between 30 to 90 days. For sellers, suspension is based on the number of points the seller has left (based on SHEIN's points-based tracking system) and may include permanent suspension where all of their points are used.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has established a Review Guideline for the Content Moderation team to use to ensure that users frequently providing manifestly illegal content are suspended.</p> <p>SHEIN has established criteria in the Marketplace Rules and SHEIN Marketplace Seller Code of Conduct that the Compliance team uses to ensure that the suspension decision is proportionate to the severity of the offence and the suspension process to ensure that suspension decisions are made in a timely and diligent manner.</p>	<ol style="list-style-type: none"> <li>1. Deloitte evaluated SHEIN management's rationale for their benchmarks in light of the risks associated with the SHEIN platform.</li> <li>2. Deloitte inquired with SHEIN management regarding the process for tracking traders who have frequently listed manifestly illegal products and users who have frequently posted manifestly illegal product reviews.</li> <li>3. Deloitte obtained the population of traders that had been suspended for frequently posting manifestly illegal products during the audit period and selected samples to ascertain whether those traders had been issued a warning prior to being suspended and whether the suspension was for a reasonable period of time.</li> <li>4. Deloitte performed procedures to verify SHEIN management's assertion that there were no instances of users that had been suspended for frequently posting manifestly illegal product reviews that should have been reported under Article 23.1 during the Audit Period.</li> <li>5. Deloitte obtained and reviewed SHEIN's relevant Standard Operating Procedure against misuse of the SHEIN platform that governs the processes and procedures that are in place when users and traders are suspended.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's relevant Standard Operating Procedure against misuse.</li> <li>2. Samples of sellers that were suspended during the Audit Period.</li> <li>3. SQL queries for users that had posted more than 30 illegal product reviews in a 90-day period.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 23.1 during the Audit Period, in all material respects.</p> <p>However, based on our review of SHEIN's Standard Operating Procedure against misuse of the SHEIN platform, we noted that procedures regarding the tracking and monitoring of users who frequently post manifestly illegal content has not been documented.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN include further detail in their Standard Operating Procedure against misuse of the SHEIN platform in relation to the tracking and monitoring of the required information for users pursuant to Article 23.1.		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
23.2	<p><b>Requirement:</b> Providers of online platforms shall suspend, for a reasonable period of time and after having issued a prior warning, the processing of notices and complaints submitted through the notice and action mechanisms and internal complaints handling systems referred to in Articles 16 and 20, respectively, by individuals or entities or by complainants that frequently submit notices or complaints that are manifestly unfounded.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Frequently:</b> Submitting more than 100 unfounded notices or complaints in 90 days.</li> <li>• <b>Reasonable period of time:</b> For users, between 30 to 90 days. For sellers, suspension is based on the number of points the sellers has left (based on SHEIN's points-based tracking system) and may include permanent suspension where all of their points are used.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN keeps case records of all notices and complaints received, as well as SHEIN's assessment of such notices or complaints, to assess potentially unfounded submissions as set out in SHEIN's transparency report.	<ol style="list-style-type: none"> <li>1. Deloitte evaluated SHEIN management's rationale for their benchmarks in light of the risks associated with the SHEIN platform.</li> <li>2. Deloitte inquired with SHEIN management to confirm the number of users that have been suspended for frequently submitting manifestly unfounded notices or complaints.</li> <li>3. Deloitte performed procedures to verify SHEIN management's assertion that there were no instances of users that have been suspended for frequently submitting manifestly unfounded notices or complaints that should have been reported under Article 23.2 during the Audit Period.</li> <li>4. Deloitte obtained and inspected SHEIN's relevant Standard Operating Procedure that governs the processes and procedures that are in place when users and traders are suspended.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's relevant Standard Operating Procedure against misuse of the SHEIN platform.</li> <li>2. SQL queries for users that had submitted more than 30 unfounded notices or 100 unfounded complaints in a 90-day period.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 23.2 during the Audit Period, in all material respects.</p> <p>However, based on our review of SHEIN's relevant Standard Operating Procedure against misuse of the SHEIN platform, we noted that procedures regarding the tracking and monitoring of users who frequently submit notices or complaints that are manifestly unfounded has not been documented.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
SHEIN should include further detail in their relevant Standard Operating Procedure in relation to the tracking and monitoring of the required information for users pursuant to Article 23.2. SHEIN has represented to us that this has now been remediated after the end of the Audit Period.		Not applicable

Obligation:	Audit criteria:	Materiality threshold:
23.3	<p><b>Requirement:</b></p> <p>When deciding on suspension, providers of online platforms shall assess, on a case-by-case basis and in a timely, diligent and objective manner, whether the recipient of the service, the individual, the entity or the complainant engages in the misuse referred to in paragraphs 1 and 2, taking into account all relevant facts and circumstances apparent from the information available to the provider of online platforms. Those circumstances shall include at least the following:</p> <p>(a) the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a given time frame;</p> <p>(b) the relative proportion thereof in relation to the total number of items of information provided or notices submitted within a given time frame;</p> <p>(c) the gravity of the misuses, including the nature of illegal content, and of its consequences;</p> <p>(d) where it is possible to identify it, the intention of the recipient of the service, the individual, the entity or the complainant.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Gravity of the misuse:</b> As determined by the Content Moderation team following the guidance set out in the 'Measures and protection against misuse of SHEIN platform Standard Operating Procedure'.</li> <li>• <b>Timely, diligent and objective manner:</b> Decisions are made within 48 working hours and in accordance the 'Measures and protection against misuse of SHEIN platform Standard Operating Procedure'.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
Before suspending a recipient of the service (trader or user), SHEIN reviews each violation on its merits, in a timely manner, objectively assessing the facts and circumstances against the applicable terms and conditions and applicable law, taking into account the number of items manifestly illegal or unfounded items in a certain period, how they compare to others in that same period, how serious the violation is and, where possible, whether (from the user perspective) the violation was deliberate and malicious or accidental.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management on the process in place for deciding on suspensions and the circumstances that are considered in relation to this decision.</li> <li>2. Deloitte obtained and inspected the relevant Standard Operating Procedure which establishes the procedures for deciding on suspensions of users that frequently provide manifestly illegal content or frequently submit unfounded notices or complaints.</li> <li>3. For those traders who were suspended for the frequent provision of manifestly illegal content, Deloitte inspected evidence for a sample of traders suspended during the Audit Period to confirm that the points in Article 23.3(a) – (d) were considered in deciding on the suspension.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's relevant Standard Operating Procedure.</li> <li>2. Samples of traders that were suspended during the Audit Period.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 23.3 during the Audit Period, in all material respects.</p> <p>However, our review identified that the documentation around how SHEIN assesses and considers the gravity of the misuse and intention of the recipient of the service, the individual, the entity or the complainant (in instances where it is possible to identify this) in cases of manifestly illegal content (reviews) and manifestly unfounded notices/complaints could be enhanced.</p>		

Recommendations on specific measures:	Recommended timeframe to implement specific measures:
Deloitte recommends that SHEIN enhance their documentation around how they assess and consider the gravity of the misuse and intention of the recipient of the service, the individual, the entity or the complainant (in instances where it is possible to identify this).	31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
23.4	<p><b>Requirement:</b> Providers of online platforms shall set out, in a clear and detailed manner, in their terms and conditions their policy in respect of the misuse referred to in paragraphs 1 and 2 and shall give examples of the facts and circumstances that they take into account when assessing whether certain behaviour constitutes misuse and the duration of the suspension.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Clear and detailed:</b> The inclusion of explicit, understandable and comprehensive policies in SHEIN's terms and conditions that outlines how misuse of the platform is handled.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN's Legal Team works with external counsels and Seller Management Team to ensure that the Terms and Conditions for users and the Marketplace Services Agreement for traders, are drafted in a clear and detailed manner to ensure that the documents set out SHEIN's policy in respect of misuse.	<ol style="list-style-type: none"> <li>1. Deloitte obtained and inspected SHEIN's Terms and Conditions for users to ensure that they set out SHEIN's policy in respect of misuse and examples of facts and circumstances that they take into account when assessing whether certain behaviour constitutes misuse and the duration of suspension.</li> <li>2. Deloitte inspected the desktop website, the mobile website and the mobile app to ascertain whether the customer Terms and Conditions are available to recipients of the service via each of these mechanisms.</li> <li>3. Deloitte obtained the change logs for the user Terms and Conditions to ascertain whether any significant changes were made to the Terms and Conditions during the Audit Period.</li> <li>4. Deloitte obtained and compared the different versions of the Terms and Conditions effective during the Audit Period using a third-party webpage archive to establish the change history of the Terms and Conditions.</li> <li>5. Deloitte obtained and inspected SHEIN's Terms and Conditions for traders to ensure that they set out SHEIN's policy in respect of misuse and examples of facts and circumstances that they take into account when assessing whether certain behaviour constitutes misuse and the duration of the suspension.</li> <li>6. Deloitte reviewed legal advice received by SHEIN from an external law firm regarding its interpretation of SHEIN's obligation under Article 23.4; in particular, noting that the language included in sections 2.2(6), 6(4), 6(6), 6.4(3) of the Terms and Conditions and the Review Policy (which forms part of the Terms and Conditions) covers misuse as described in Articles 23(1) and 23(2), namely the frequent provision of manifestly illegal content and the submission of manifestly unfounded notices or complaints (as applicable to SHEIN's context).</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's Terms and Conditions for customers, including the "Review Policy" as embedded within the Terms and Conditions.</li> <li>2. Log of changes to SHEIN's Terms and Conditions for users.</li> <li>3. SHEIN's Terms and Conditions for sellers.</li> <li>4. Third-party webpage archive.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Negative – In our opinion, except for the effects of the material noncompliance described in the following paragraphs, SHEIN complied with Obligation 23.4 during the Audit Period, in all material respects.</p> <p>This partial noncompliance was due to SHEIN not setting out the information required by Article 23.4 in a clear and detailed manner in its Terms and Conditions; specifically, in respect of misuse referred to in Article 23.2, including examples of the facts and circumstances that SHEIN takes into account when assessing whether certain behaviour constitutes misuse referred to in Article 23.2 and the duration of the suspension.</p>		



Recommendations on specific measures:	Recommended timeframe to implement specific measures:
Deloitte recommends that SHEIN enhances their Terms and Conditions for users to include information in a clear and detailed manner regarding their policy in respect of the misuse referred to in Article 23.2, including examples of the facts and circumstances that SHEIN takes into account when assessing whether certain behaviour constitutes misuse and the duration of suspension.	31 December 2025

Obligation:	Audit criteria:	Materiality threshold:
24.1	<b>Requirement:</b> In addition to the information referred to in Article 15, providers of online platforms shall include in the reports referred to in that Article information on the following: <ul style="list-style-type: none"> <li>a) the number of disputes submitted to the out-of-court dispute settlement bodies referred to in Article 21, the outcomes of the dispute settlement, and the median time needed for completing the dispute settlement procedures, as well as the share of disputes where the provider of the online platform implemented the decisions of the body;</li> <li>b) the number of suspensions imposed pursuant to Article 23, distinguishing between suspensions enacted for the provision of manifestly illegal content, the submission of manifestly unfounded notices and the submission of manifestly unfounded complaints.</li> </ul>	We have applied a 3% materiality threshold for this obligation.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>Legal have a regular DSA transparency report template meeting to discuss roles and responsibilities, timelines, data collection processes, and regulatory changes to the DSA transparency report template.</p> <p>For each transparency report, the data extracted from each relevant system is reviewed by the Compliance Team.</p> <p>Legal consolidates data into the transparency report Excel spreadsheet, following the templates adopted by the Commission. Drafts are then shared with DSA Delegated Management Board for review.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management as to whether any out-of-court dispute settlement requests had been received during the Audit Period.</li> <li>3. Deloitte inspected the DSA Single Point of Contact mailbox to verify that no out-of-court dispute settlement requests had been received during the Audit Period and found that no such requests had been received.</li> <li>4. Deloitte inspected SHEIN's DSA transparency report No. 2, covering the period 01 September 2024 to 31 December 2024, to ascertain the number of out-of-court disputes and noted that this was zero.</li> <li>5. Deloitte inquired with SHEIN management as to whether any users had been suspended for frequently providing manifestly illegal content or frequently submitting manifestly unfounded notices or complaints.</li> <li>6. Deloitte performed procedures to ascertain the populations of users that had been suspended during the Audit Period for (i) frequently providing manifestly illegal content or (ii) for frequently submitting manifestly unfounded notices or complaints and found that these were 11 and zero respectively.</li> <li>7. Deloitte inspected SHEIN's DSA transparency report No. 2 to ascertain the number of suspensions for frequently providing manifestly illegal content or submitting manifestly unfounded notices or complaints and found that they aligned with the numbers obtained in testing.</li> </ol>	<ol style="list-style-type: none"> <li>1. Transparency report No. 2 published 28 February 2025.</li> <li>2. Extracts from SHEIN's transparency report No. 2 – Excel.</li> <li>3. Population of users that had been suspended.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 24.1 during the Audit Period, in all material aspects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
24.2	<b>Requirement:</b> By 17 February 2023 and at least once every six months thereafter, providers shall publish for each online platform or online search engine, in a publicly available section of their online interface, information on the average monthly active recipients of the service in the Union, calculated as an average over the period of the past six months and in accordance with the methodology laid down in the delegated acts referred to in Article 33(3), where those delegated acts have been adopted.	We have applied a 3% materiality threshold for this obligation.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN uses multiple systems and processes to collect user data for determining average monthly active recipients per Member State, as required by Article 24.2 of the DSA. The identification of monthly active users involves unique user identification, IP address geolocation and data deduplication. Data is extracted, validated by Compliance, aggregated, and used to calculate average monthly active recipients. The transparency report, reviewed by internal and external Legal Counsel, is published online and notified to the Commission.	<ol style="list-style-type: none"> <li>1. Deloitte inspected SHEIN's DSA transparency report No. 2, covering the period 01 September to 31 December 2024, to ascertain the average monthly active recipients in the Union for the period 01 August 2024 - 31 January 2025. The average monthly active recipients for all 27 Member States were published for the same period.</li> <li>2. Deloitte reviewed the methodology for calculating average monthly active recipients for SHEIN's DSA transparency report No. 2 to verify that the methodology applied is consistent with that required by the DSA.</li> <li>3. Deloitte reviewed the disclosures in SHEIN's DSA transparency report No. 2 to verify that the appropriate figures were disclosed and that an accurate execution date range of the query was used.</li> <li>4. Deloitte recalculated the average monthly active recipients numbers using source data to confirm they aligned with the numbers reported in SHEIN's DSA transparency report No. 2.</li> </ol>	<ol style="list-style-type: none"> <li>1. Transparency report No. 2 published 28 February 2025.</li> <li>2. Extracts from SHEIN's transparency report No. 2 – Excel.</li> <li>3. SHEIN's documentation on methodology for calculating monthly active users.</li> <li>4. Source data on monthly active recipients of the service.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 24.2 during the Audit Period, in all material aspects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable.		Not applicable.

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
24.3	<p><b><u>Requirement:</u></b></p> <p>Providers of online platforms or of online search engines shall communicate to the Digital Services Coordinator of establishment and the Commission, upon their request and without undue delay, the information referred to in paragraph 2, updated to the moment of such request. That Digital Services Coordinator or the Commission may require the provider of the online platform or of the online search engine to provide additional information as regards the calculation referred to in that paragraph, including explanations and substantiation in respect of the data used. That information shall not include personal data.</p> <p><b><u>Definitions and Benchmarks:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Without undue delay:</b> In accordance with the given deadline and, if there is none, within 5 business days.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN has processes in place to respond to requests from the Digital Services Coordinator and the Commission for updated Article 24.2 information. Upon receiving a request, technical reviews are conducted by internal teams to verify the methodology and accuracy. The report is then reviewed by the DSA Compliance Officer to ensure completeness and alignment with the request. Evidence of these reviews is retained on file, and the DSA Compliance Officer approves the report before submission to the Digital Services Coordinator or the Commission.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management about the requests for information received from the Digital Services Coordinator of establishment and the Commission.</li> <li>2. Deloitte conducted walkthroughs to assess whether the design of the policies and procedures in place were appropriate to comply with the audit criteria.</li> <li>3. Deloitte inspected the mailbox for the single point of contact for Member States authorities to verify SHEIN's management assertion that there were no requests for information under Article 24.3 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inspection of Single Point of Contact mailbox.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 24.3 during the Audit Period, in all material aspects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable.		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
24.5	<p><b>Requirement:</b> Providers of online platforms shall, without undue delay, submit to the Commission the decisions and the statements of reasons referred to in Article 17(1) for the inclusion in a publicly accessible machine-readable database managed by the Commission. Providers of online platforms shall ensure that the information submitted does not contain personal data.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Undue delay:</b> On a weekly basis.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
Upon finalisation of a Statement of Reasons in the relevant systems, it is delivered to the Commission database via the DSS system.	<ol style="list-style-type: none"> <li>1. Deloitte obtained the policies and procedures for sending Statement of Reasons from the relevant SHEIN databases to the Commission database, along with extracts of the Statement of Reasons sent during the Audit Period.</li> <li>2. Deloitte calculated the total number of Statement of Reasons produced by SHEIN and compared that to the total number of Statement of Reasons accepted by the Commission during the Audit Period and identified a material difference between SHEIN's count of Statement of Reasons and the count of Statement of Reasons held in the Commission database.</li> <li>3. Deloitte selected samples of Statement of Reasons directly from the Commission database and inspected the details to confirm that no personal details were included in the Statement of Reasons and thus gained comfort that SHEIN had complied with this part of the obligation.</li> </ol>	<ol style="list-style-type: none"> <li>1. Data on total number of Statement of Reasons produced by SHEIN.</li> <li>2. Data on total numbers of SHEIN Statement of Reasons held in the Commission database.</li> <li>3. Statement of Reasons extracted from the Commission database.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Unable to Conclude – As described in the following paragraph, we have not been able to obtain sufficient appropriate audit evidence to form a conclusion on SHEIN's compliance with Obligation 24.5 during the Audit Period. Accordingly, we do not express an opinion on SHEIN's compliance for this obligation.</p> <p>We were unable to reach an opinion due to the unavailability of sufficient audit evidence over the completeness and accuracy of the statement of reasons sent to the Commission during the Audit Period.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends SHEIN enhances their processes and controls for reporting Statement of Reasons to the Commission database to ensure that all Statement of Reasons are reported without undue delay.		Not Applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
25.1	<p><b>Requirement:</b> Providers of online platforms shall not design, organise or operate their online interfaces in a way that deceives or manipulates the recipients of their service or in a way that otherwise materially distorts or impairs the ability of the recipients of their service to make free and informed decisions.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Deceive, Manipulate, Materially Distort or Impair:</b> As set out in SHEIN's 'Dark Patterns' – Do's and Don'ts Guidance Note' as well on ad-hoc assessments made by the SHEIN EMEA legal team.</li> <li>• <b>Free and informed decisions:</b> Choices made by users without any manipulation or deception, based on clear, accurate, and complete information.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>Prior to the launch of a feature which may have a critical impact on SHEIN's online interface, a member of the Product Team will involve Legal to review the design. The legal team reviews the critical impacting design feature and provide a legal opinion and recommendations to the Product Team for implementation.</p> <p>Before the feature is officially launched on the SHEIN Marketplace, the Product Team conducts internal testing on the feature and involves the legal teams to review the testing if needed.</p> <p>SHEIN's legal team also conducts ad-hoc reviews of the online interface, triggered by regulatory updates, to ensure compliance with relevant legislation and prevent dark patterns.</p> <p>A Legal Guidance Document to comply with the specified requirement is maintained and updated to provide direction to Legal and Product teams.</p> <p>Legal also transforms the legal guidance into training materials and provides training to the Product Team.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management on the process for identifying and preventing deceptive or manipulative design features on the SHEIN interface.</li> <li>2. Deloitte obtained records of the legal team's communications and inspected them for evidence of trigger events, initiating legal reviews of the Legal Guidance Document.</li> <li>3. Deloitte obtained and reviewed the legal team's records showing circulation of the updated Legal Guidance Document to the Product Team.</li> <li>4. Deloitte obtained a sample of updates made to the online interface following a regulatory trigger event and inspected for the legal team's involvement in requesting a change to the interface.</li> <li>5. Deloitte inspected evidence of the Product Team's new feature launch process, focusing on legal team involvement.</li> <li>6. Deloitte obtained a sample of recent feature launches and reviewed them for evidence of legal team involvement in ensuring designs did not deceive or manipulate users.</li> <li>7. Deloitte reviewed findings from consumer law-based actions and discussed the nature of these with management. Deloitte obtained SHEIN's legal analysis to understand their view on the impact of these findings on compliance with Article 25.1.</li> </ol>	<ol style="list-style-type: none"> <li>1. Guidance Document to comply with the specified requirement.</li> <li>2. Trainings and training materials provided to Product teams.</li> <li>3. Communication records between the SHEIN legal teams and Product Team.</li> <li>4. Log of changes made to the online interface (Functionality).</li> <li>5. Log of new launches made to the online interface (Games/Reward).</li> <li>6. Legal analysis on the applicability of Consumer Law-based actions with Article 25.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		

<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 25.1 during the Audit Period, in all material aspects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
27.1	<p><b>Requirement:</b> Providers of online platforms that use recommender systems shall set out in their terms and conditions, in plain and intelligible language, the main parameters used in their recommender systems, as well as any options for the recipients of the service to modify or influence those main parameters.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Plain and intelligible:</b> Suitable for Grade 12 individuals (age 17-18) based on automated readability index (ARI).</li> <li>• <b>Main parameters:</b> Main signals used to align user relevance with desired business outcomes, such as predictive CTR or CVR.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN's User Ranking Policy is an integral part of its Terms and Conditions. SHEIN updates the User Ranking Policy annually, or when significant changes are made to its recommender systems.</p> <p>Annually, the Legal team undertakes a review of the legal and regulatory requirements that the User Ranking Policy must meet, identify necessary business unit involvement, and proposes the required modifications to the User Ranking Policy.</p> <p>Product teams then review the proposed updates and make recommendations to ensure that the policy accurately reflects the current functioning of the recommender systems.</p> <p>Approved updates are then published on the SHEIN website.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inspected SHEIN's User Ranking Policy to ascertain the disclosure of recommender system parameters.</li> <li>2. Deloitte reviewed the main parameters disclosed in the User Ranking Policy and compared them to SHEIN's benchmark for "main parameters".</li> <li>3. Deloitte inspected the online interface to ascertain the disclosure of any options for the recipients of the service to modify or influence the main parameters.</li> <li>4. Deloitte inquired with SHEIN management in respect of the design of SHEIN's recommender models and the datasets used.</li> <li>5. Deloitte reviewed model cards to gain an understanding of the purpose of each recommender model.</li> <li>6. Deloitte reviewed SHEIN's consolidation of model inputs into the main parameters outlined in the User Ranking Policy.</li> <li>7. Deloitte inquired and inspected SHEIN's definition of a "significant change" to the recommender system to ascertain whether thresholds and triggers for updating the User Ranking Policy are in place.</li> <li>8. Deloitte obtained and compared the different versions of the User Ranking Policy effective during the Audit Period using a third-party webpage archive to establish the change history of the terms and conditions.</li> <li>9. Deloitte performed testing using an Automated Readability Index tool to verify that the disclosures met SHEIN's benchmark for the User Ranking Policy's readability.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's Terms and Conditions.</li> <li>2. SHEIN's User Ranking Policy.</li> <li>3. SHEIN's User Ranking Policy change history.</li> <li>4. Description of [Confidential] models.</li> <li>5. Description of [Confidential] Models.</li> <li>6. Model cards for SHEIN's recommender systems.</li> <li>7. List of inputs used by SHEIN's recommender systems.</li> <li>8. Hemmingway Automated Readability Index tool.</li> <li>9. Third-party webpage archive.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 27.1 during the Audit Period, in all material aspects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable



<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
27.2	<p><b>Requirement:</b> The main parameters referred to in paragraph 1 shall explain why certain information is suggested to the recipient of the service. They shall include, at least: (a) the criteria which are most significant in determining the information suggested to the recipient of the service; (b) the reasons for the relative importance of those parameters.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Main parameters:</b> Main signals used to align user relevance with desired business outcomes, such as predictive CTR or CVR.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN's User Ranking Policy is an integral part of its Terms and Conditions. SHEIN updates the User Ranking Policy annually, or when significant changes are made to its recommender systems.</p> <p>Annually, the Legal team undertakes a review of the legal and regulatory requirements that the User Ranking Policy must meet, identify necessary business unit involvement, and propose the required modifications to the User Ranking Policy.</p> <p>Product teams then review the proposed updates and make recommendations to ensure that the policy accurately reflects the current functioning of the recommender systems.</p> <p>Approved updates are then published on the SHEIN website.</p>	<ol style="list-style-type: none"> <li>1. Deloitte reviewed SHEIN's User Ranking Policy and assessed the disclosure of recommender system parameters (labelled as factors in the User Ranking Policy), the criteria which are most significant in determining the information suggested to the recipient of the service and the reasons for the relative importance of those parameters.</li> <li>2. Deloitte inquired with SHEIN management in respect of the design of SHEIN's recommender models and the datasets used.</li> <li>3. Deloitte reviewed model cards to gain an understanding of the purpose of each recommender model.</li> <li>4. Deloitte reviewed SHEIN's consolidation of model inputs into the main parameters and factors outlined in the User Ranking Policy.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's Terms and Conditions.</li> <li>2. SHEIN's User Ranking Policy.</li> <li>3. Model cards for SHEIN's recommender systems.</li> <li>4. List of inputs used by SHEIN's recommender systems.</li> <li>5. Description [Confidential] models.</li> <li>6. Description of [Confidential] Models.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN has complied with Obligation 27.2 during the Audit Period, in all material respects.</p> <p>However, in the User Ranking Policy, the description of the recommender system's factors does not sufficiently explain the dynamic nature of the main parameters, which would impact the outcome and how it may attract varying weights over time, as it simply indicates a range of "equally prominent and weighted".</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN revise its User Ranking Policy to further articulate the dynamic nature of the outcomes of product ranking influenced by main parameters.		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
27.3	<p><b>Requirement:</b> Where several options are available pursuant to paragraph 1 for recommender systems that determine the relative order of information presented to recipients of the service, providers of online platforms shall also make available a functionality that allows the recipient of the service to select and to modify at any time their preferred option. That functionality shall be directly and easily accessible from the specific section of the online platform's online interface where the information is being prioritised.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Directly:</b> Users should be able to adjust their personalization settings without navigating away.</li> <li>• <b>Easily Accessible:</b> Accessible within 3 clicks from the SHEIN homepage.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN's personalization settings page allows users to modify preferences for product recommendations, search results, and user interactions.</p> <p>Toggling settings to "off" triggers a non-profiling process. The platform detects the "on" or "off" state of toggles, relaying this information to the mid-layer system.</p> <p>When set to 'off', the system will be restricted from analysing the user's personal information, resulting in non-personalised recommendations.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management in relation to the available options for users to control the relative order of information presented to them.</li> <li>2. Deloitte inspected the SHEIN online interface to identify the "Recommender System and Personalization Settings" page.</li> <li>3. Deloitte navigated from the SHEIN homepage to the personalization settings page to inspect ease of accessibility.</li> <li>4. Deloitte inspected the "ON/OFF" toggles on the personalization settings page to ascertain functionality and directness of response.</li> <li>5. Deloitte observed a live demonstration of the personalization settings functionality from the front-end and mid-layer, including the effect of toggle functionality and system responsiveness for both logged-in and logged-out users.</li> <li>6. Deloitte obtained and inspected SHEIN's change logs and communicated with management to corroborate the launch date and ascertain the absence of material changes during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. Direct inspection of the online interface to ascertain the location of the "Recommender System and Personalized Settings" page.</li> <li>2. Direct interaction with the "Recommender System and Personalized Settings" "ON/OFF" toggles to test their functionality and responsiveness.</li> <li>3. Records documenting changes to the online interface and the personalization settings functionality.</li> <li>4. Observations and screenshots from a live demonstration and testing of the personalization settings functionality, including the observation of signal transmission to the back-end systems.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 27.3 during the Audit Period, in all material aspects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

Obligation:	Audit criteria:	Materiality threshold:
28.1	<p><b>Requirement:</b> Providers of online platforms accessible to minors shall put in place appropriate and proportionate measures to ensure a high level of privacy, safety, and security of minors, on their service.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li><b>Appropriate and proportionate measures:</b> The measures explained in point 6.5 of SHEIN's Risk Assessment Report dated 26 August 2024.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
SHEIN has established targeted measures to adapt the design and functioning of the SHEIN Marketplace to ensure appropriate and proportionate protection of children in compliance with Article 28 of the DSA including: (i) age restriction; (ii) age self-declaration for adult products and other measures related to inappropriate content; (iii) adapting the features and accessibility rules to our games; (iv) limiting the accessibility to SHEIN GALS ( <i>A community-driven space where user can interact, share and find inspiration for fashion</i> ), (v) implementing specific content moderation rules and, (vi) implementing additional safety measures.	<ol style="list-style-type: none"> <li>Deloitte inquired and inspected the systemic risk assessment process and the consideration of risks to minors within SHEIN's Systemic Risk Assessment.</li> <li>Deloitte obtained and inspected the systemic risk assessment report, specifically Section 6.5, which details SHEIN's assessment of risks to minors, to ascertain the mitigation measures in place.</li> <li>Deloitte inspected the SHEIN Terms &amp; Conditions to confirm age restrictions in the European Union, which included 16 for platform use, 18 for purchases and affiliate programs, and 18 for games, and confirmed that age declaration is not required for these purposes.</li> <li>Deloitte obtained the configuration of the recall system used by the recommender systems for filtering the output listings and confirmed that the recall system is configured to not present adult products (in their "Sexual Wellness" category) unless the user actively searches for the product, in which case an age self-declaration confirmation layer is triggered. From our inquiries of management and review of the product listings on the platform, we ascertained this was the only product category which was identified as having the potential for online risk to minors.</li> <li>Deloitte tested the platform's confirmation layer for adult products and confirmed that users need to select the "I'm over 18" option in the age declaration prompt to view all product titles, images, and pricing in the 'Sexual Wellness' category.</li> <li>Deloitte inquired with management and confirmed that SHEIN GALS was discontinued before the audit commenced and we were, therefore, unable to test the controls related to SHEIN GALS.</li> <li>Deloitte also reviewed SHEIN's own initiative content moderation activities in relation to product listings and user comments, which are in place for the protection of all users, not only minors.</li> <li>Deloitte requested management's assessment of the appropriateness and proportionality of controls for the protection of minors as reflected in the Systemic Risk Assessment, and inquired with management on their assessment of risks relevant to minors and the proportionality of mitigation measures.</li> </ol>	<ol style="list-style-type: none"> <li>SHEIN's risk assessment process documentation.</li> <li>SHEIN's Systemic Risk Assessment report, specifically Section 6.5.</li> <li>SHEIN's Terms and Conditions.</li> <li>Configuration of the recall system for adult product filtering.</li> <li>Direct testing of the platform's age verification mechanism for adult products, specifically within the "Sexual Wellness" category.</li> <li>Management's evaluation of mitigation for the protection of minors.</li> </ol>

<b>Changes to the audit procedures during the audit:</b>	
No changes	
<b>Conclusion:</b>	
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 28.1 during the Audit Period, in all material aspects.</p> <p>However, we noted that an assessment of whether each mitigation measure is appropriate and proportionate to the severity of the risks to minors was not sufficiently documented.</p>	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN more thoroughly document its assessment of risks in relation to the protection of minors, including risk identification, scenario analysis and testing of assumptions, and whether each mitigation measure is appropriate and proportionate to the severity of the risks to minors.	31 December 2025

**Section 4 - Additional provisions applicable to providers of online platforms allowing consumers to conclude distance contracts with traders**

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
30.1	<p><b>Requirement:</b></p> <p>Providers of online platforms allowing consumers to conclude distance contracts with traders shall ensure that traders can only use those online platforms to promote messages on or to offer products or services to consumers located in the Union if, prior to the use of their services for those purposes, they have obtained the following information, where applicable to the trader:</p> <p>(a) the name, address, telephone number and email address of the trader;</p> <p>(b) a copy of the identification document of the trader or any other electronic identification as defined by Article 3 of Regulation (EU) No 910/2014 of the European Parliament and of the Council (40);</p> <p>(c) the payment account details of the trader;</p> <p>(d) where the trader is registered in a trade register or similar public register, the trade register in which the trader is registered and its registration number or equivalent means of identification in that register;</p> <p>(e) a self-certification by the trader committing to only offer products or services that comply with the applicable rules of Union law.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has a formalised seller onboarding process. The process includes [Confidential] to perform Know Your Customer checks, including document collection and identity verification. Seller information is submitted via a dedicated system and reviewed by the Compliance team. Accounts are only activated upon successful validation, with evidence retained on file.</p> <p>[Confidential] Additionally, traders must sign a Marketplace Seller Agreement, which is reviewed, approved, and retained by the Seller Management or Legal team as proof of compliance.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management to understand the process for obtaining the trader information specified in paragraphs (a) to (e) of Article 30.1 across all business verticals in scope of the audit.</li> <li>2. Deloitte obtained a list of traders operating on the online platform during the Audit Period from the respective source database.</li> <li>3. Deloitte selected samples of traders and requested evidence that for each sampled trader the information specified in paragraph (a) to (e) of Article 30.1 had been requested and obtained by SHEIN prior to the trader being able to list products on the platform.</li> <li>4. Deloitte inspected evidence of the mandatory fields that form part of the trader onboarding applications.</li> <li>5. Deloitte inspected the Marketplace Services Agreement included in the trader onboarding applications, which also serves as the self-certification by the trader committing to only offer products or services that comply with the applicable rules of Union law.</li> </ol>	<ol style="list-style-type: none"> <li>1. List of traders operating on the online platform during the Audit Period.</li> <li>2. Evidence of sampled traders' related information specified in paragraph (a) to (e) of Article 30.1.</li> <li>3. Evidence of the mandatory fields that form part of the trader onboarding applications.</li> <li>4. Marketplace Services Agreement included in the trader onboarding applications.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		

<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 30.1 during the Audit Period in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

Obligation:	Audit criteria:	Materiality threshold:
30.2	<p><b>Requirement:</b></p> <p>Upon receiving the information referred to in paragraph 1 and prior to allowing the trader concerned to use its services, the provider of the online platform allowing consumers to conclude distance contracts with traders shall, through the use of any freely accessible official online database or online interface made available by a Member State or the Union or through requests to the trader to provide supporting documents from reliable sources, make best efforts to assess whether the information referred to in paragraph 1, points (a) to (e), is reliable and complete. For the purpose of this Regulation, traders shall be liable for the accuracy of the information provided.</p> <p>As regards traders that are already using the services of providers of online platforms allowing consumers to conclude distance contracts with traders for the purposes referred to in paragraph 1 on 17 February 2024, the providers shall make best efforts to obtain the information listed from the traders concerned within 12 months. Where the traders concerned fail to provide the information within that period, the providers shall suspend the provision of their services to those traders until they have provided all information.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Best efforts:</b> Through SHEIN's double layer onboarding process, which consists of (i) initial screening by Seller Management Team and (ii) second screening by third-party payment service providers ("PSPs").</li> <li>• <b>Reliable sources:</b> Information from a public register or from a public authority in the country where the trader is registered.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>SHEIN requires traders to undergo verification before being allowed to access the platform or list products. Upon submission of information (Article 30.1 (a)–(e)), the Compliance team conducts an initial screening, reviewing trader history, ratings, director details, and licenses. Findings and documents are recorded in the designated supplier management system.</p> <p>Following this, trader information is verified through Know Your Customer (KYC) checks [Confidential]</p> <p>KYC results are automatically integrated into SHEIN's systems, and traders cannot access the platform or list products until KYC verification is passed.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management to understand the process by which SHEIN using freely accessible official online databases, online interfaces made available by a Member State or the Union, or through requests for supporting documents from reliable sources, makes best efforts to assess whether the information referred to in Article 30.1(a)–(e) is reliable and complete.</li> <li>2. Deloitte obtained a full list of traders operating on the platform during the Audit Period from the relevant source database.</li> <li>3. Deloitte selected samples of traders and requested evidence that, for each trader in the sample, upon receiving the information referred to in Article 30.1(a)–(e) and prior to the trader being granted access to the platform, SHEIN made best efforts to assess whether the information provided was reliable and complete. For each sampled trader, Deloitte tested whether: <ul style="list-style-type: none"> <li>i) an initial screening was performed by the Seller Management Team; and</li> <li>ii) a second screening was performed by third-party payment service providers.</li> </ul> </li> <li>4. Deloitte requested and obtained evidence that a trader cannot access or use the platform (e.g., list a product) until the KYC check has been completed.</li> <li>5. Deloitte inspected evidence to confirm that, where the KYC check had not been completed, the trader had not listed any products on the platform at the time of testing.</li> </ol>	<ol style="list-style-type: none"> <li>1. List of traders operating on the platform during the Audit Period.</li> <li>2. Evidence of the information specified in Article 30.1 paragraph (a) to (e) for each trader in the sample.</li> <li>3. Information from the Seller Hub.</li> </ol>

	<p>6. Deloitte requested and obtained evidence that, for traders already operating on the platform prior to 17 February 2024, the double-layer onboarding process was completed within 12 months.</p> <p>7. Deloitte considered the PSP's processes for conducting verification checks and assessed whether these checks are based on reliable sources.</p>	
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 30.2 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable



<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
30.3	<p><b>Requirement:</b></p> <p>Where the provider of the online platform allowing consumers to conclude distance contracts with traders obtains sufficient indications or has reason to believe that any item of information referred to in paragraph 1 obtained from the trader concerned is inaccurate, incomplete or not up-to-date, that provider shall request that the trader remedy that situation without delay or within the period set by Union and national law.</p> <p>Where the trader fails to correct or complete that information, the provider of the online platform allowing consumers to conclude distance contracts with traders shall swiftly suspend the provision of its service to that trader in relation to the offering of products or services to consumers located in the Union until the request has been fully complied with.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Sufficient indications or reasons to believe:</b> As flagged by the third-party payment service providers ("PSPs") in either their screening prior to traders in the process of onboarding or thereafter.</li> <li>• <b>Without delay:</b> 60 days.</li> <li>• <b>Swiftly:</b> Immediately after the 60 days.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>[Confidential]</p> <p>When notified [Confidential] of outdated or incorrect details, the SHEIN KYC team informs the trader, suspends the account, and requests updated information.</p> <p>[Confidential] If the trader fails to respond or provides incomplete updates, the suspension remains in effect.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management to understand SHEIN's process for addressing inaccurate, incomplete, or outdated trader information under Article 30.1. This included how SHEIN requests timely rectification in line with Union and national law, and how it suspends services until compliance is achieved if traders fail to correct the information.</li> <li>2. Deloitte obtained a list of instances where SHEIN had reason to believe that information supplied by a trader was inaccurate, incomplete, or outdated.</li> <li>3. Deloitte inspected evidence for samples of traders to ascertain whether SHEIN promptly suspended services where remediation was not provided within the deadline.</li> </ol>	<ol style="list-style-type: none"> <li>1. Violation Tickets on the Seller Online Portal.</li> <li>2. Template violation notification sent to traders.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
Not applicable.		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 30.3 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable.		Not applicable.

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
30.4	<b>Requirement:</b> Without prejudice to Article 4 of Regulation (EU) 2019/1150, if a provider of an online platform allowing consumers to conclude distance contracts with traders refuses to allow a trader to use its service pursuant to paragraph 1, or suspends the provision of its service pursuant to paragraph 3 of this Article, the trader concerned shall have the right to lodge a complaint as provided for in Articles 20 and 21 of this Regulation.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN outlines the Seller Onboarding SOP which provides traders with an appeal mechanism via the Merchant Information Platform if onboarding is refused.</p> <p>All traders must sign the Marketplace Agreement, which outlines the complaints process, before activation. Signed agreements are reviewed, approved, and stored on the SHEIN repository.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management to understand the process by which SHEIN ensures that any trader refused access to the platform's services, or suspended from using its services, is provided with the right to lodge a complaint.</li> <li>2. Deloitte obtained a list of instances where SHEIN had refused to allow a trader to use its service under paragraph 1 or had suspended the provision of its service to a trader under paragraph 2.</li> <li>3. Deloitte selected samples of barred or suspended traders to ascertain whether the trader was provided with the right to lodge a complaint.</li> <li>4. Deloitte requested and inspected the Marketplace Services Agreement for terms related to the trader's right to appeal and associated processes for the sampled cases.</li> </ol>	<ol style="list-style-type: none"> <li>1. Violation Tickets on the Seller Online Portal.</li> <li>2. Template violation notification sent to traders.</li> <li>3. Marketplace Services Agreement.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
Not applicable.		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 30.4 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable.		Not applicable.

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
30.5	<p><b>Requirement:</b> Providers of online platforms allowing consumers to conclude distance contracts with traders shall store the information obtained pursuant to paragraphs 1 and 2 in a secure manner for a period of six months after the end of the contractual relationship with the trader concerned. They shall subsequently delete the information.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Secure manner:</b> Stored at the Seller and Merchant Data Platform and subject to SHEIN's standard cyber security protocols.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN has established the Global Seller Privacy Notice, which outlines its data retention practices. All traders are required to agree to or sign this notice during the onboarding process.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to understand the process in place to ensure that information obtained pursuant to Articles 30.1 and 30.2 is stored securely for a period of six months after the end of the contractual relationship with the trader and subsequently deleted (the timing of which may be impacted by other legal or regulatory requirements).</li> <li>2. Deloitte inquired with SHEIN management in respect of their legal interpretation of when a contractual relationship with a trader ends and inspected the Marketplace Services Agreement to assess the terms relating to the termination of contractual relationships with traders to support management's assertion that no contractual relationships had ended during the Audit Period.</li> <li>3. Deloitte inspected the Global Seller Privacy Notice to review provisions related to the retention and deletion of trader information.</li> <li>4. Deloitte inspected evidence relating to trader information obtained under Articles 30.1 and 30.2 to verify that the information is stored in a secure manner.</li> </ol>	<ol style="list-style-type: none"> <li>1. Extracts of the terms and termination section of the Marketplace Services Agreement.</li> <li>2. Extracts of Global Seller Privacy Notice from the Marketplace Services Agreement.</li> <li>3. Extracts of trader information stored on internal platforms.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 30.5 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable.		Not applicable.

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
30.6	<b>Requirement:</b> Without prejudice to paragraph 2 of this Article, the provider of the online platform allowing consumers to conclude distance contracts with traders shall only disclose the information to third parties where so required in accordance with the applicable law, including the orders referred to in Article 10 and any orders issued by Member States' competent authorities or the Commission for the performance of their tasks under this Regulation.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN only shares Information upon explicit request from competent authorities or regulators.</p> <p>Compliance is reinforced through data-sharing terms in third-party Payment Service Provider agreements, Marketplace Services Agreements signed by traders, and Terms &amp; Conditions for platform users, all of which include provisions on data privacy and information disclosure.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management to understand the process by which SHEIN discloses trader information to third parties, limited to cases required by applicable law, including orders specified in Article 10 and directives from competent authorities or the Commission.</li> <li>2. Deloitte obtained and inspected the template agreement with third-party Payment Service Providers to review terms relating to data sharing and disclosure of information.</li> <li>3. Deloitte obtained and inspected the Marketplace Services Agreement to review provisions relating to disclosure of trader information.</li> <li>4. Deloitte obtained and inspected the Marketplace Privacy Policy to review terms relating to disclosure of user personal data.</li> </ol>	<ol style="list-style-type: none"> <li>1. Template PSP Agreement.</li> <li>2. Marketplace Services Agreement.</li> <li>3. Marketplace Privacy Policy.</li> <li>4. Extracts of Marketplace Privacy Policy which was accessed via the SHEIN Webpage.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 30.6 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable.		Not applicable.

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
30.7	<p><b>Requirement:</b></p> <p>The provider of the online platform allowing consumers to conclude distance contracts with traders shall make the information referred to in paragraph 1, points (a), (d) and (e) available on its online platform to the recipients of the service in a clear, easily accessible and comprehensible manner. That information shall be available at least on the online platform's online interface where the information on the product or service is presented.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Clear and comprehensible:</b> Information is displayed in an individual and separated manner (i.e., each point should be shown individually, without combining or merging them) under the 'Seller Information' section.</li> <li>• <b>Easily accessible:</b> Accessible via the SHEIN homepage within a maximum of 3 clicks.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN ensures that trader information is consistently displayed and accessible to marketplace users by presenting the information referred to in 30(1), points (a), (d), and (e) in an individual and separate manner under the "Seller Information" section on the relevant product page.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management to understand the process for making trader information required under Article 30(1), points (a), (d), and (e), available on the online interface in a clear, comprehensible, and easily accessible manner, as defined by SHEIN's benchmarks.</li> <li>2. Deloitte obtained a list of traders operating on the platform during the Audit Period, selected samples, and inspected the online interface for one product sold by each sampled trader to verify that the following information was made available in a clear and comprehensible manner: <ul style="list-style-type: none"> <li>• Trader's name, address, telephone number, and email address;</li> <li>• Trade register and registration number (where applicable);</li> <li>• Trader self-certification committing to only offer products or services compliant with Union law.</li> </ul> </li> <li>3. Deloitte inspected the online interface to assess whether the information required under Article 30(1)(a), (d), and (e) was accessible from the SHEIN homepage within a maximum of three clicks on the desktop website, mobile website, and mobile app.</li> <li>4. Deloitte reviewed legal advice received by SHEIN from an external law firm regarding its interpretation of SHEIN's obligation under Article 30.7; in particular, covering that making available the trader self-certification required by Article 30.1(e) by way of a link to the Terms and Conditions was reflective of how SHEIN interpreted the requirements of the DSA during the Audit Period and that no specific format is imposed by the DSA for this self-certification.</li> </ol>	<ol style="list-style-type: none"> <li>1. Details on trader information on the under the 'Seller Information' section.</li> <li>2. Listing of all traders operating on the platform during the Audit Period.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		

<b>Conclusion:</b>	
<p>Negative – In our opinion, except for the effects of the noncompliance described in the following paragraph, SHEIN complied with Obligation 30.7 during the Audit Period, in all material aspects.</p> <p>This partial noncompliance was the result of not making available the traders' self-certification to only offer products or services that comply with the applicable rules of Union law (as referred to in 30.1(e)) to the recipients of the service in a sufficiently manner.</p>	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
We note that SHEIN remediated this deficiency after the Audit Period and prior to the issuance of the final audit report.	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
31.1	<p><b>Requirement:</b></p> <p>Providers of online platforms allowing consumers to conclude distance contracts with traders shall ensure that its online interface is designed and organised in a way that enables traders to comply with their obligations regarding pre-contractual information, compliance and product safety information under applicable Union law.</p> <p>In particular, the provider concerned shall ensure that its online interface enables traders to provide information on the name, address, telephone number and email address of the economic operator, as defined in Article 3, point (13), of Regulation (EU) 2019/1020 and other Union law.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN employs a multi-stage process to ensure compliance with applicable Union law regarding product information and trader onboarding.</p> <p>Prior to adding any new product lines, legal analysis is conducted to determine mandatory and optional data requirements.</p> <p>For new product types, the Product team collaborates with Legal to define the pre-contractual information requirements.</p> <p>After finalising the relevant product rules, the requirements are built into the product listing interface and traders are notified of the required information.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN to understand SHEIN's process for ensuring trader compliance with pre-contractual, compliance, and product safety information requirements, in particular concerning trader contact details as required under Article 31.1.</li> <li>2. Deloitte inspected the SHEIN Marketplace to identify product categories and for samples of product categories, requested and obtained the "research request template" used by SHEIN's Compliance team to guide traders on required product information.</li> <li>3. Deloitte inspected each research request template to determine whether it enabled traders to comply with pre-contractual information, compliance, and product safety information requirements under applicable Union law.</li> <li>4. Deloitte inspected SHEIN's online interface change log to corroborate the absence of changes negatively impacting trader compliance with pre-contractual information, compliance, and product safety information requirements, including trader contact details.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN Marketplace Data showing Product Categories.</li> <li>2. SHEIN's Research Request Templates.</li> <li>3. SHEIN's Online Interface Change Log.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 31.1 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable.		Not applicable.

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
31.2	<p><b>Requirement:</b> Providers of online platforms allowing consumers to conclude distance contracts with traders shall ensure that its online interface is designed and organised in a way that it allows traders to provide at least the following:</p> <p>(a) the information necessary for the clear and unambiguous identification of the products or the services promoted or offered to consumers located in the Union through the services of the providers;</p> <p>(b) any sign identifying the trader such as the trademark, symbol or logo; and,</p> <p>(c) where applicable, the information concerning the labelling and marking in compliance with rules of applicable Union law on product safety and product compliance.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems and Processes:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN platform integrates multiple systems to ensure that its online interface enables traders to provide all information required under DSA Article 31.2.</p> <p>The trader's name and trademark, compliance, product safety, and pre-contractual information are uploaded to and stored in SHEIN's seller platforms. Trader information is retrieved from the system, and product safety information is automatically displayed on the interface where applicable.</p> <p>Furthermore, the Compliance Team is responsible for the design and operation of the Global Seller Platform to ensure that prohibited and restricted product requirements are embedded within the platform interface.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management and inspected documentation to understand how SHEIN ensures its online interface is designed and organised to enable traders to provide the information necessary in compliance with rules of applicable Union law on product safety and product compliance.</li> <li>2. Deloitte inspected the SHEIN Marketplace to identify product categories and, for samples of product categories, obtained the research request template used by the Compliance team and sent to traders to outline the information they are required to provide in relation to that product.</li> <li>3. Deloitte requested and obtained evidence that the online interface is designed and organised in a way that requires traders to provide at least the following: <ol style="list-style-type: none"> <li>a) the information necessary for the clear and unambiguous identification of the products or the services promoted or offered to users located in the Union through the services of the providers;</li> <li>b) any sign identifying the trader such as the trademark, symbol or logo;</li> <li>c) where applicable, the information concerning the labelling and marking in compliance with rules of applicable Union law on product safety and product compliance.</li> </ol> </li> <li>4. Deloitte obtained and inspected the change log for the online interface to confirm if there have been changes made to the online interface seen under 31.2 (a) (b) and (c).</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's online interface.</li> <li>2. SHEIN's Research Request Template including clauses.</li> <li>3. SHEIN's Change Log regarding the Online Interface during the Audit Period.</li> </ol>
<b>Changes to the audit procedures during the audit</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 31.2 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable.		Not applicable.



Obligation:	Audit criteria:	Materiality threshold:
31.3	<p><b>Requirement:</b></p> <p>Providers of online platforms allowing consumers to conclude distance contracts with traders shall make best efforts to assess whether such traders have provided the information referred to in paragraphs 1 and 2 prior to allowing them to offer their products or services on those platforms. After allowing the trader to offer products or services on its online platform that allows consumers to conclude distance contracts with traders, the provider shall make reasonable efforts to randomly check in any official, freely accessible and machine-readable online database or online interface whether the products or services offered have been identified as illegal.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Best efforts to assess:</b> SHEIN's seller interface requires sellers to provide the information set out in Articles 31.1 and 31.2 of the DSA. If such information is not provided, the seller cannot list the product.</li> <li>• <b>Reasonable efforts to randomly check:</b> By conducting ad hoc checks to the EU Safety Gate</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>On a monthly basis, the Compliance Team conducts random checks against official, freely accessible, and machine-readable online databases to identify whether any products listed by SHEIN have been flagged as illegal.</p> <p>Any identified illegal products are promptly removed from the platform and subject to further investigation.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to gain an understanding of how SHEIN assesses whether traders have provided the information referred to in Articles 31.1 and 31.2 prior to allowing them to offer their products or services on their platform, including checking whether traders provided their details as part of the onboarding process.</li> <li>2. Deloitte inspected SHEIN's trader interface to verify that it requires traders to provide their name, address, telephone number and email address before uploading products.</li> <li>3. Deloitte reviewed the product categories on the online marketplace and selected samples of product categories.</li> <li>4. For each product category in the sample, Deloitte reviewed the "research request templates" and the online interface used by the Compliance team and traders to ensure that the platform is organised in a way that enables traders to provide information in compliance with rules of applicable Union law on product safety and product compliance, seen under Article 31.3.</li> <li>5. Deloitte obtained and inspected documentation to verify that traders must provide pre-contractual, compliance and product safety information under applicable Union law, as well as the information necessary for the clear and unambiguous identification of the products, any sign identifying the trader such as the trademark, symbol or logo, and the information concerning the labelling and marking in compliance with rules of applicable Union law through various mandatory fields as part of the product listing process.</li> <li>6. Deloitte inquired with management to understand SHEIN's process for conducting random checks against official online database (e.g., European Union (EU) Safety Gate) to identify potentially illegal products.</li> <li>7. Deloitte selected samples of reviews conducted during the Audit Period and, for each review,</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's online trader interface.</li> <li>2. SHEIN's Research Request Template, including clauses.</li> <li>3. Sample of random checks performed by SHEIN against official online database (e.g., EU Safety Gate).</li> </ol>

	obtained and inspected the supporting Excel outputs, verified communication evidencing management sign-off, and confirmed whether products flagged matched those on the EU Safety Gate alerts.	
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 31.3 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
32.1	<p><b>Requirement:</b></p> <p>Where a provider of an online platform allowing consumers to conclude distance contracts with traders becomes aware, irrespective of the means used, that an illegal product or service has been offered by a trader to consumers located in the Union through its services, that provider shall inform, insofar as it has their contact details, consumers who purchased the illegal product or service through its services of the following:</p> <p>(a) the fact that the product or service is illegal;</p> <p>(b) the identity of the trader; and</p> <p>(c) any relevant means of redress.</p> <p>The obligation laid down in the first subparagraph shall be limited to purchases of illegal products or services made within the six months preceding the moment that the provider became aware of the illegality.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Contact Details:</b> Any reasonable channel through which the platform can deliver the notification to the consumer, including email and, where consumers have signed up to and use the SHEIN App, push notifications.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has established the Internal Recall Standard Operating Procedure which outlines the steps for informing European Union users that have purchased illegal products the required information by Article 32 and the roles and responsibilities of the teams involved. This standard operating procedure is reviewed and approved by the Compliance Team on an annual basis.</p> <p>The customers who purchased illegal products are identified through the customer relationship management system and notified via email and push notifications. On a regular basis, the Compliance Team monitors customer responses to product recall notifications to track response rates. If the response rate falls below a defined threshold, additional push notifications are sent to ensure that users are informed.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to gain an understanding of the ways in which SHEIN may become aware that an illegal product or service has been offered by a trader to users through its services and the process for informing users of such matters in accordance with Article 32.1 (a), (b) and (c).</li> <li>2. Deloitte requested and obtained the population of instances where SHEIN became aware that an illegal product or service had been offered by a trader to a user located in the Union through its platform during the Audit Period and selected samples from the population.</li> <li>3. For each of the instances in the sample, we requested and obtained evidence that SHEIN sent email and app notifications to the users who purchased the illegal item.</li> <li>4. Deloitte requested and obtained the template notification that was sent to each user who purchased the product in each instance and tested whether: <ul style="list-style-type: none"> <li>- the notifications stated that the product or service was illegal;</li> <li>- the notifications stated the relevant identity of the trader; and</li> <li>- the notifications stated any relevant means of redress.</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>1. Listing of identified instances of illegal products or services offered to users by a trader in the Union.</li> <li>2. System records of emails / app notifications sent to users who purchased illegal products or services.</li> <li>3. User notification templates.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		

<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 32.1 during the Audit Period, in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

**Section 5 - Additional obligations for providers of very large online platforms and of very large online search engines to manage systemic risks**

Obligation:	Audit criteria:	Materiality threshold:
34.1	<p><b>Requirement:</b></p> <p>Providers of very large online platforms and of very large online search engines shall diligently identify, analyse and assess any systemic risks in the Union stemming from the design or functioning of their service and its related systems, including algorithmic systems, or from the use made of their services.</p> <p>They shall carry out the risk assessments by the date of application referred to in Article 33(6), second subparagraph, and at least once every year thereafter, and in any event prior to deploying functionalities that are likely to have a critical impact on the risks identified pursuant to this Article. This risk assessment shall be specific to their services and proportionate to the systemic risks, taking into consideration their severity and probability, and shall include the following systemic risks:</p> <p>(a) the dissemination of illegal content through their services;</p> <p>(b) any actual or foreseeable negative effects for the exercise of fundamental rights, in particular the fundamental rights to human dignity enshrined in Article 1 of the Charter, to respect for private and family life enshrined in Article 7 of the Charter, to the protection of personal data enshrined in Article 8 of the Charter, to freedom of expression and information, including the freedom and pluralism of the media, enshrined in Article 11 of the Charter, to non-discrimination enshrined in Article 21 of the Charter, to respect for the rights of the child enshrined in Article 24 of the Charter and to a high-level of consumer protection enshrined in Article 38 of the Charter;</p> <p>(c) any actual or foreseeable negative effects on civic discourse and electoral processes, and public security;</p> <p>(d) any actual or foreseeable negative effects in relation to gender-based violence, the protection of public health and minors and serious negative consequences to the person's physical and mental well-being.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>SHEIN conducted its first systemic risk assessment, taking into account the DSA systemic risk types, categories and mitigation measures as set out in Article 34. This systemic risk assessment has been communicated to the Commission and the Digital Services Coordinator.</p> <p>On an annual basis (or sooner if new functionalities are to be deployed and may affect SHEIN's risk profile), the Legal Team and DSA Compliance Function will carry out the Risk Assessment.</p> <p>Legal Team and DSA Compliance Function team will perform a review on the</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to gain an understanding of the systemic risk assessment process and any related policies and procedures.</li> <li>2. Deloitte evaluated SHEIN's approach for the identification, analysis and assessment of systemic risks, including for the assessment of the probability and severity of risks and regional and linguistic aspects relevant to each Member State, as well as the process for the development and implementation of risk mitigation measures.</li> <li>3. Deloitte inspected the systemic risk assessment and ascertained whether the report considered each of the systemic risks referred in Article 34.1(a)-(d) and whether relevant risk mitigation measures have been provided for each systemic risk identified.</li> <li>4. Deloitte inquired with SHEIN management as to how the information was collected and whether SHEIN relied on any scientific and technical insights.</li> <li>5. Deloitte obtained and inspected supporting documentation to ascertain whether and how SHEIN tested assumptions on risks with groups most impacted by the specific risks.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHIEN's systemic risk assessment report.</li> <li>2. SHEIN's DSA Risk Assessment Template.</li> <li>3. Documentation supporting the risk assessment process, including: <ul style="list-style-type: none"> <li>- Functionality Table</li> <li>- DSA Risk Questionnaire</li> <li>- DSA Risk Assessment Table</li> <li>- Privacy Intake Request</li> <li>- Privacy Impact Assessment</li> <li>- Changes made as part of RFI commitments or general DSA compliance.</li> <li>- Risk Mitigation Measures</li> <li>- Sign-off on the systemic risk assessment report</li> </ul> </li> <li>4. Meeting Minutes on risk assessment discussions.</li> <li>5. Transparency reports.</li> </ol>

risk assessment methodology on an annual basis.	6. Deloitte obtained and reviewed documentation relating to the process of submitting the systemic risk assessment report to the Commission.	
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 34.1 during the Audit Period, in all material aspects.</p> <p>However, we noted that SHEIN’s approach and framework for conducting the systemic risk assessment was not formalised or documented.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN formalise and document its approach and framework for conducting the systemic risk assessment to capture all key elements, such as the risk taxonomy, risk identification procedure, risk assessment methodology and process, system for tracking and managing risks, and procedures for assessing new products and/or functionalities.		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
34.2	<p><b>Requirement:</b></p> <p>When conducting risk assessments, providers of very large online platforms and of very large online search engines shall take into account, in particular, whether and how the following factors influence any of the systemic risks referred to in paragraph 1:</p> <ul style="list-style-type: none"> <li>(a) the design of their recommender systems and any other relevant algorithmic system;</li> <li>(b) their content moderation systems;</li> <li>(c) the applicable terms and conditions and their enforcement;</li> <li>(d) systems for selecting and presenting advertisements;</li> <li>(e) data related practices of the provider.</li> </ul> <p>The assessments shall also analyse whether and how the risks pursuant to paragraph 1 are influenced by intentional manipulation of their service, including by inauthentic use or automated exploitation of the service, as well as the amplification and potentially rapid and wide dissemination of illegal content and of information that is incompatible with their terms and conditions.</p> <p>The assessment shall take into account specific regional or linguistic aspects, including when specific to a Member State.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN reviews the methodology each time a risk assessment is performed. This includes the rationale to factor for specific risks and how risks are quantified.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management regarding their approach to identifying and assessing factors that may influence systemic risks related to the SHEIN platform.</li> <li>2. Deloitte evaluated SHEIN's approach to completing the systemic risk assessment to ascertain whether and assess how the factors outlined in Article 34.2(a)-(e) had been considered in the identification and assessment of risks.</li> <li>3. Deloitte obtained and inspected the risk assessments conducted prior to the deployment of new functionalities and selected a sample of changes in functionalities that were assessed as having a critical impact, as well as changes which were not assessed as having a critical impact on users, to ascertain and assess the factors considered in reaching a conclusion on the relevant risks.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHIEN's systemic risk assessment report.</li> <li>2. SHEIN's DSA Risk Assessment Template.</li> <li>3. Documentation supporting the risk assessment process, including: <ul style="list-style-type: none"> <li>– Functionality Table</li> <li>– DSA Risk Questionnaire</li> <li>– DSA Risk Assessment Table</li> <li>– Privacy Intake Request</li> <li>– Privacy Impact Assessment</li> </ul> </li> <li>4. Meeting Minutes on risk assessment discussions.</li> <li>5. Dark Pattern Guidelines.</li> <li>6. Risk assessment framework for functionality changes.</li> <li>7. Documentation on functionality changes.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 34.2 during the Audit period, in all material aspects.</p> <p>However, we noted that there is no documented audit trail regarding SHEIN's assessments for each element of Article 34.2 (a) – (e).</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN formalise the process for documenting the audit trail of management's assessment of the risk factors set out in Article 34.2(a) - (e).		31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
34.3	<b>Requirement:</b> Providers of very large online platforms and of very large online search engines shall preserve the supporting documents of the risk assessments for at least three years after the performance of risk assessments, and shall, upon request, communicate them to the Commission and to the Digital Services Coordinator of establishment.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
SHEIN keeps the systemic risk assessment report and all supporting documents on the repository. These documents are made readily available for sharing with the Commission and the Digital Services Coordinator upon request.	1. Deloitte inquired with SHEIN management regarding the policies and procedures for preserving the documentation related to the systemic risk assessment. 2. Deloitte inspected Legal repository to ascertain whether the DSA systemic risk assessment and related documentation are held on file.	1. Legal repository for the DSA systemic risk assessment report and supporting documentation. 2. Systemic risk assessment report and supporting documentation.
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive with Comments – In our opinion, SHEIN complied with Obligation 34.3 during the Audit period, in all material aspects.  However, we noted that despite SHEIN preserving key documentation, SHEIN did not document all supporting documentations used in the risk assessment process.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that management formally preserve all supporting documentation used in the risk assessment process.		31 December 2025



Obligation:	Audit criteria:	Materiality threshold:
35.1	<p><b>Requirement:</b></p> <p>Providers of very large online platforms and of very large online search engines shall put in place reasonable, proportionate and effective mitigation measures, tailored to the specific systemic risks identified pursuant to Article 34, with particular consideration to the impacts of such measures on fundamental rights. Such measures may include, where applicable:</p> <ul style="list-style-type: none"> <li>(a) adapting the design, features or functioning of their services, including their online interfaces;</li> <li>(b) adapting their terms and conditions and their enforcement;</li> <li>(c) adapting content moderation processes, including the speed and quality of processing notices related to specific types of illegal content and, where appropriate, the expeditious removal of, or the disabling of access to, the content notified, in particular in respect of illegal hate speech or cyber violence, as well as adapting any relevant decision-making processes and dedicated resources for content moderation;</li> <li>(d) testing and adapting their algorithmic systems, including their recommender systems;</li> <li>(e) adapting their advertising systems and adopting targeted measures aimed at limiting or adjusting the presentation of advertisements in association with the service they provide;</li> <li>(f) reinforcing the internal processes, resources, testing, documentation, or supervision of any of their activities in particular as regards detection of systemic risk;</li> <li>(g) initiating or adjusting cooperation with trusted flaggers in accordance with Article 22 and the implementation of the decisions of out-of-court dispute settlement bodies pursuant to Article 21;</li> <li>(h) initiating or adjusting cooperation with other providers of online platforms or of online search engines through the codes of conduct and the crisis protocols referred to in Articles 45 and 48 respectively;</li> <li>(i) taking awareness-raising measures and adapting their online interface in order to give recipients of the service more information;</li> <li>(j) taking targeted measures to protect the rights of the child, including age verification and parental control tools, tools aimed at helping minors signal abuse or obtain support, as appropriate;</li> <li>(k) ensuring that an item of information, whether it constitutes a generated or manipulated image, audio or video that appreciably resembles existing persons, objects, places or other entities or events and falsely appears to a person to be authentic or truthful is distinguishable through prominent markings when presented on their online interfaces, and, in addition, providing an easy to use functionality which enables recipients of the service to indicate such information.</li> </ul> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Reasonable, proportionate and effective mitigation measures:</b> SHEIN must implement measures that effectively address identified risks (e.g., illegal content) while being mindful to avoid excessive restrictions. Such measures must be practical and tailored to the systemic risks.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
SHEIN put in place reasonable, proportionate and effective Mitigation Measures designed to mitigate the risks identified and assessed in the Systemic Risk Assessment.	1. Deloitte inquired with SHEIN management to gain an understanding of the policies and procedures for ensuring that reasonable, proportionate and effective mitigation measures, tailored to the specific systemic risks identified pursuant to Article 34, are in place.	1. Extract from Risk Assessment Report for risk identified and associated mitigation measures or plans.

<p>These Mitigation Measures were listed in the systemic risk assessment report as reviewed and approved by the Legal Team, DSA Compliance Function.</p> <p>On an annual basis, the Risk Assessment is reviewed and updated by the Legal Team to ensure it includes all necessary updated mitigation measures tailored to the specific systemic risks identified in the systemic risk assessment report.</p>	<ol style="list-style-type: none"> <li>2. Deloitte obtained and inspected the systemic risk assessment report and supporting documentation to ascertain whether and how relevant risk mitigation measures have been identified for each systemic risk.</li> <li>3. Deloitte obtained and inspected evidence of the discussion of risk mitigation measures with the relevant stakeholders to ascertain whether the matters in Article 35 (1a)-(1k) were considered when developing those mitigation measures.</li> <li>4. For each of the risk mitigation measures discussed and adopted, Deloitte obtained the supporting evidence to verify that these measures had been implemented.</li> <li>5. For each of the measures implemented, Deloitte obtained and inspected the policy and procedures for monitoring the outputs and effectiveness, including how the measures collectively address all relevant risks (particularly those relating to fundamental rights), and how risks were mitigated before and after implementation.</li> </ol>	<ol style="list-style-type: none"> <li>2. DSA Risk Assessment Table and Effectiveness Assessment for the remediation measures and plans.</li> <li>3. Minutes from discussions with external legal teams, the Commission and internal legal teams with the DSA Compliance function.</li> <li>4. Policy and procedures for monitoring the outputs and effectiveness.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 35.1 during the Audit Period, in all material aspects.</p> <p>However, we note that only processes are currently documented and that the control framework, control assessment and testing procedures, and risk mapping have not been formalised. We also noted a lack of control effectiveness assessments for the first year of implementation for some measures and an absence of formalised residual risk assessments.</p>		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN formalises its risk control framework in relation to the management of systemic risks, including the process for reviewing risk mitigation measures, assessing controls effectiveness and incorporation of a residual risk assessment.		31 December 2025

Obligation:	Audit criteria:	Materiality threshold:
36.1	<p><b>Requirement:</b></p> <p>Where a crisis occurs, the Commission, acting upon a recommendation of the Board may adopt a decision, requiring one or more providers of very large online platforms or of very large online search engines to take one or more of the following actions:</p> <p>(a) assess whether, and if so to what extent and how, the functioning and use of their services significantly contribute to a serious threat as referred to in paragraph 2, or are likely to do so;</p> <p>(b) identify and apply specific, effective and proportionate measures, such as any of those provided for in Article 35(1) or Article 48(2), to prevent, eliminate or limit any such contribution to the serious threat identified pursuant to point (a) of this paragraph;</p> <p>(c) report to the Commission by a certain date or at regular intervals specified in the decision, on the assessments referred to in point (a), on the precise content, implementation and qualitative and quantitative impact of the specific measures taken pursuant to point (b) and on any other issue related to those assessments or those measures, as specified in the decision.</p> <p>When identifying and applying measures pursuant to point (b) of this paragraph, the service provider or providers shall take due account of the gravity of the serious threat referred to in paragraph 2, of the urgency of the measures and of the actual or potential implications for the rights and legitimate interests of all parties concerned, including the possible failure of the measures to respect the fundamental rights enshrined in the Charter.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>SHEIN has a documented Crisis Response Standard Operating Procedure detailing roles, responsibilities, and timelines for responding to a Commission decision of a crisis under the DSA. Upon receipt of such a notification, authenticity is verified within four business hours. A dedicated Crisis Response Team, led by the Legal Team and DSA Compliance Function, is activated to manage SHEIN's response.</p> <p>The Standard Operating Procedure includes provisions for annual review (or post-activation updates), record retention for five years, and annual independent audit under Article 37. SHEIN has pre-identified potential risks and maintains existing processes and enforcement measures to address them, enabling immediate implementation of mitigation actions if required.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained and reviewed SHEIN's crisis management process and related documentation, including versions in place during the Audit Period.</li> <li>2. Deloitte inquired of SHEIN management in respect of how crisis notifications would be received through the designated Single Point of Contact.</li> <li>3. Deloitte reviewed the Standard Operating Procedure to verify that it addresses key requirements, including: <ul style="list-style-type: none"> <li>• Assessing whether and how the platform's services may significantly contribute to a serious threat,</li> <li>• Identifying and applying proportionate mitigation measures, and</li> <li>• Reporting to the Commission on the assessment, measures taken, and their impact.</li> </ul> </li> <li>4. Deloitte tested the Single Point of Contact mailbox to verify SHEIN management's assertion that there were no instances of a crisis under Article 36.1 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's Crisis Response Mechanism Standard Operating Procedure.</li> <li>2. Single Point of Contact documentation.</li> <li>3. DSA Management Board minutes.</li> <li>4. Inspection of the Single Point of Contact mailbox.</li> </ol>
Changes to the audit procedures during the audit:		
No changes		

<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 36.1 during the Audit Period in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable.	Not applicable.

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
37.2	<p><b>Requirement:</b></p> <p>Providers of very large online platforms and of very large online search engines shall afford the organisations carrying out the audits pursuant to this Article the cooperation and assistance necessary to enable them to conduct those audits in an effective, efficient and timely manner, including by giving them access to all relevant data and premises and by answering oral or written questions. They shall refrain from hampering, unduly influencing or undermining the performance of the audit.</p> <p>Such audits shall ensure an adequate level of confidentiality and professional secrecy in respect of the information obtained from the providers of very large online platforms and of very large online search engines and third parties in the context of the audits, including after the termination of the audits. However, complying with that requirement shall not adversely affect the performance of the audits and other provisions of this Regulation, in particular those on transparency, supervision and enforcement. Where necessary for the purpose of the transparency reporting pursuant to Article 42(4), the audit report and the audit implementation report referred to in paragraphs 4 and 6 of this Article shall be accompanied with versions that do not contain any information that could reasonably be considered to be confidential.</p>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN ensures full operational transparency and collaboration with its appointed auditor during the annual DSA audit. The Legal Team and DSA Compliance Function provide all requested documentation, including detailed process narratives for each in-scope obligation, control descriptions, relevant IT systems, stakeholder roles, and any regulatory correspondence.</p> <p>Additional documents are supplied upon request. Daily stand-up meetings, weekly status updates, and ad-hoc sessions are held to address queries, supported by walkthrough briefings from subject matter experts.</p> <p>The auditor is granted access to systems, relevant data, and offices as needed, supported by the audit engagement letter, DSA audit planning materials, process briefings, and data transparency measures.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained an engagement letter and related approvals from SHEIN's management outlining the level of confidentiality, professional secrecy in respect of the information obtained from SHEIN, and the auditors responsibility including after the termination of the audits.</li> <li>2. Deloitte assessed, based on the audit process, whether SHEIN provided access to people, information, and documentation in an efficient and timely manner, and did not undertake actions that would hamper or unduly influence the audit.</li> </ol>	<ol style="list-style-type: none"> <li>1. Signed engagement letter including the extract regarding management's responsibilities.</li> <li>2. Project management artefacts created during the audit.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		

<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 37.2 during the Audit Period, in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
38	<b>Requirement:</b> In addition to the requirements set out in Article 27, providers of very large online platforms and of very large online search engines that use recommender systems shall provide at least one option for each of their recommender systems which is not based on profiling as defined in Article 4, point (4), of Regulation (EU) 2016/679.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN's Recommender Systems and Personalization Settings page allows users to modify preferences for product recommendations, search results, and user interactions.</p> <p>Toggling settings to "OFF" triggers a non-profiling process. The platform detects the "ON" or "OFF" state of toggles, relaying this information to the recommender system.</p> <p>When set to "OFF", the system will be restricted from analysing users' personal information, resulting in non-personalized recommendations.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management in relation to recommender system functionality and user control over personalization.</li> <li>2. Deloitte inspected the SHEIN online interface to identify the "Recommender System and Personalization Settings" page.</li> <li>3. Deloitte navigated from the SHEIN homepage to the personalization settings page to inspect ease of accessibility.</li> <li>4. Deloitte observed the operation of the "ON/OFF" toggles on the personalization settings pages via direct inspection of the webpage; in particular, when toggled "ON" and when toggled "OFF", to ascertain functionality and directness of response, as well as ensure that no profiling occurs when toggles are "OFF".</li> <li>5. Deloitte observed a live demonstration of the personalization settings functionality from the front-end and mid-layer, including testing of toggle functionality, system responsiveness for both logged-in and logged-out users.</li> </ol>	<ol style="list-style-type: none"> <li>1. Direct inspection of the online interface to ascertain the location of the "Recommender System and Personalised Settings" page.</li> <li>2. Direct interaction with the "Recommender System and Personalised Settings" "ON/OFF" toggles to test their functionality and responsiveness.</li> <li>3. Change logs for the personalization settings functionality.</li> <li>4. Observations and screenshots from a live demonstration and testing of the personalization settings functionality.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 38 during the Audit Period, in all material aspects		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
40.1	<b>Requirement:</b> Providers of very large online platforms or of very large online search engines shall provide the Digital Services Coordinator of establishment or the Commission, at their reasoned request and within a reasonable period specified in that request, access to data that are necessary to monitor and assess compliance with this Regulation.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The Digital Services Coordinator or the Commission may request access to data under Article 11 designated single point of contact.</p> <p>SHEIN's Standard Operating Procedure for access to data requests outlines a process including initial assessment, data collection from various internal systems, data verification and finally, data upload and access provisions for addressing such requests.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management and inspected documentation to identify the communication channels used by the Digital Services Coordinator and the Commission to submit data access requests under Article 40.1 of the DSA.</li> <li>2. Deloitte inspected SHEIN's webpage to verify the public disclosure of the single point of contact mailbox for data access requests from the DSC and the Commission.</li> <li>3. Deloitte inspected the communication records within the Single Point of Contact mailbox during the audit period to corroborate SHEIN's assertion that no data access requests had been received from the DSC or the Commission during the audit period.</li> <li>4. Deloitte obtained and inspected SHEIN's Standard Operating Procedure for Data Access Requests to ascertain whether its provisions adequately consider the requirements of Article 40.1.</li> <li>5. Deloitte tested the Single Point of Contact mailbox to verify SHEIN management's assertion that there were no instances of data requests that should have been reported under Article 40.1 during the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN Digital Services Act Webpage.</li> <li>2. Inspection of Single Point of Contact mailbox, and email communications between SHEIN, the Digital Services Coordinator and the Commission.</li> <li>3. SHEIN Standard Operating Procedure for Access to Data Requests under Article 40.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 40.1 during the Audit Period, in all material aspects		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable



<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
40.3	<b>Requirement:</b> For the purposes of paragraph 1, providers of very large online platforms or of very large online search engines shall, at the request of either the Digital Service Coordinator of establishment or of the Commission, explain the design, the logic, the functioning and the testing of their algorithmic systems, including their recommender systems.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The Digital Services Coordinator or the Commission may request access to data under Article 11 designated single point of contact.</p> <p>SHEIN's Standard Operating Procedure for access to data requests outlines a process including initial assessment, data collection from various internal systems, data verification and finally, data upload and access provisions for addressing such requests.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management in relation to the number of Requests for Information under Article 40.3 received from the Digital Services Coordinator or Commission during the audit period.</li> <li>2. Deloitte inspected SHEIN's "Communication with Regulators" tracker and reconciled with publicly available information on the Digital Services Coordinator and the Commission websites to corroborate the reported Requests for Information count.</li> <li>3. Deloitte inspected the Requests for Information received to ascertain their relevance to algorithmic and recommender systems.</li> <li>4. Deloitte reviewed SHEIN's response to the Requests for Information to ascertain the content and timeliness of the response.</li> <li>5. Deloitte obtained and inspected SHEIN's Standard Operating Procedure for Data Access Requests to determine whether its provisions adequately address requests under Article 40.3.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN Communication with Regulators Tracker Commission.</li> <li>2. Digital Services Coordinator Press Release from Website.</li> <li>3. Requests for Information documentation provided by SHEIN.</li> <li>4. Communication between SHEIN and Commission.</li> <li>5. SHEIN Standard Operating Procedure for Access to Data Requests under Article 40.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 40.3 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>	
Not applicable	Not applicable	

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
40.12	<p><b>Requirement:</b> Providers of very large online platforms or of very large online search engines shall give access without undue delay to data, including, where technically possible, to real-time data, provided that the data is publicly accessible in their online interface by researchers, including those affiliated to not for profit bodies, organisations and associations, who comply with the conditions set out in paragraph 8, points (b), (c), (d) and (e), and who use the data solely for performing research that contributes to the detection, identification and understanding of systemic risks in the Union pursuant to Article 34(1).</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li><b>Without undue delay:</b> Upon completing the steps set out in 'Standard Operating Procedure (SOP) – Data Access Request (Art. 40 DSA)'. SHEIN estimates 15 working days to complete such steps.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has provided researchers access to publicly available data through an online application form on their website from 13 November 2024 onwards. Furthermore, researchers would alternatively contact SHEIN via the Single Point of Contact mailbox or via the Customer Service portal.</p> <p>There is also a dedicated webpage for Frequently Asked Questions available to researchers for any queries in relation to the Researcher Application Form.</p> <p>The Researcher Application form requires information on research objectives, methodology, data needs, General Data Protection Regulation and ethical compliance, and data security measures.</p> <p>SHEIN aims to complete the review and approval of the applications within 15 working days.</p>	<ol style="list-style-type: none"> <li>Deloitte inquired with management to ascertain the mechanisms that SHEIN makes available for researchers to request access to data under Article 40.12 of the DSA.</li> <li>Deloitte inspected evidence to corroborate the availability of the Researcher Application form, the single point of contact mailbox and the Customer Service portal throughout the audit period.</li> <li>Tests were conducted on the Researcher Application form, the DSA Single Point of Contact mailbox and the Customer Service portal to corroborate SHEIN management's assertion that there were no requests for data access and to verify the functionality of the mechanisms.</li> <li>Deloitte obtained and inspected SHEIN's Standard Operating Procedure for Data Access Requests to determine whether its provisions adequately address requests under Article 40.12.</li> <li>Deloitte performed procedures to verify SHEIN management's assertion that there no instances of data request that should have been reported under Article 40.12 during the Audit Period.</li> <li>Deloitte obtained and compared the different versions of the DSA webpage effective during the Audit Period using a third-party webpage archive to establish that the data access request medium is available throughout the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>SHEIN Digital Services Act Webpage.</li> <li>SHEIN Researcher Application Form.</li> <li>Inspection of Single Point of Contact mailbox, and email communications.</li> <li>Inspection of the Customer Service portal.</li> <li>Extract of responses received on the SHEIN Researcher Application Form.</li> <li>SHEIN Standard Operating Procedure for Access to Data Requests under Article 40.</li> <li>Third-party webpage archive.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 40.12 during the Audit Period, in all material aspects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
41.1	<p><b>Requirement:</b> Providers of very large online platforms or of very large online search engines shall establish a compliance function, which is independent from their operational functions and composed of one or more compliance officers, including the head of the compliance function. That compliance function shall have sufficient authority, stature and resources, as well as access to the management body of the provider of the very large online platform or of the very large online search engine to monitor the compliance of that provider with this Regulation.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Sufficient authority, stature, and resources:</b> As given in the 'Responsibilities of the DSA Compliance Function', approved by the DSA Delegated Management Board.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The DSA Management Board is responsible for establishing the Compliance Function, which is distinct from SHEIN's operational functions. The DSA Management Board was established by the Board of Directors of Infinite Styles Ecommerce Co. Ltd.</p> <p>The Compliance function has an allocated budget and has a direct communication channel to the DSA Management Board.</p> <p>On a quarterly basis, the DSA Management Board reviews, updates as needed and approves the DSA Compliance reports produced by the DSA Compliance Function.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management and inspected supporting evidence, to ascertain whether the DSA Compliance Function and the reporting lines of the DSA Compliance Function are in place and formally documented.</li> <li>2. Deloitte inspected the Terms of Reference, Governance Charter and organisational structure, including reporting lines of the DSA Compliance Function into any other operational departments to ascertain whether the DSA Compliance Function is independent of the operational functions, has sufficiently experienced staff and resources, and has access to the DSA Management Board.</li> <li>3. Deloitte examined the Organisational Chart reporting lines and Terms of Reference to assess if any personnel under the Compliance Function are involved in other operational responsibilities.</li> <li>4. Deloitte inspected internal communication channels and meeting minutes of the DSA Compliance Function escalating issues directly to the DSA Management Board where they were reviewed and approved.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's organisational structure, including reporting lines of the DSA Compliance Function and appointed Head of DSA Compliance Function.</li> <li>2. SHEIN's Terms of Reference clause of the DSA Compliance Function.</li> <li>3. SHEIN's Governance Charter of the DSA Compliance Function.</li> <li>4. Meeting minutes of the Board of Directors of Infinite Styles Ecommerce Co. Ltd reviewing key compliance matters presented by the DSA Compliance Function to the DSA Management Board.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 41.1 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

Obligation:	Audit criteria:	Materiality threshold:
41.2	<p><b>Requirement:</b></p> <p>The management body of the provider of the very large online platform or of the very large online search engine shall ensure that compliance officers have the professional qualifications, knowledge, experience and ability necessary to fulfil the tasks referred to in paragraph 3.</p> <p>The management body of the provider of the very large online platform or of the very large online search engine shall ensure that the head of the compliance function is an independent senior manager with distinct responsibility for the compliance function.</p> <p>The head of the compliance function shall report directly to the management body of the provider of the very large online platform or of the very large online search engine, and may raise concerns and warn that body where risks referred to in Article 34 or non-compliance with this Regulation affect or may affect the provider of the very large online platform or of the very large online search engine concerned, without prejudice to the responsibilities of the management body in its supervisory and managerial functions.</p> <p>The head of the compliance function shall not be removed without prior approval of the management body of the provider of the very large online platform or of the very large online search engine.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Independent senior manager:</b> The Head of the DSA Compliance Function shall be a senior manager, free from operational influence, with responsibility for SHEIN's DSA compliance activities.</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>The DSA Management Board is responsible for appointing all compliance officers and the Head of the DSA Compliance Function.</p> <p>The Terms of Reference set out the key responsibilities of the DSA Compliance function.</p> <p>The Compliance function is composed of the Head of the DSA Compliance Function, supported by a DSA taskforce, who reports directly to the DSA Management Board and who's appointment and removal is subject to approval by the Infinite Styles Ecommerce Co. Ltd Board of Directors.</p> <p>The Compliance Function has defined roles, responsibilities, and access to necessary information. The Head of the DSA Compliance Function can directly escalate compliance concerns to the DSA Management Board, without prejudice to the Board's or the Board of Directors' oversight responsibilities.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management and reviewed relevant documentation to ascertain whether the compliance officers have the professional qualifications, knowledge, experience and ability necessary to fulfil the tasks described in article 41(3).</li> <li>2. Deloitte inspected the organisational chart and Governance Charter of the DSA Compliance Function to determine if the Head of the DSA Compliance Function is a senior manager with distinct responsibility for the Compliance Function and a direct reporting line to the Management Board.</li> <li>3. Deloitte reviewed the job specification of the DSA Head of Compliance and inquired with SHEIN management in respect of the roles and responsibilities of the DSA Head of Compliance and considered whether these created any conflict with the DSA Head of Compliance's role as Assistant General Counsel.</li> <li>4. Deloitte inspected the DSA Terms of Reference and Infinite Styles Ecommerce Co. Ltd Board of Director's written resolution to ascertain whether there is process in place to approve and remove the Head of DSA Compliance.</li> <li>5. Deloitte inspected the written resolution and Board meeting minutes to confirm that the Head of DSA Compliance remained in position throughout the Audit Period.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN's Job Specification for the members of the DSA Compliance Function.</li> <li>2. SHEIN's Organisational Chart for the DSA Compliance Function, DSA Management Board and Infinite Styles Ecommerce Co. Ltd Board.</li> <li>3. SHEIN's Governance Charter of the DSA Compliance Function.</li> <li>4. SHEIN's Terms of Reference Clause of the DSA Compliance Function.</li> <li>5. Written Confirmation issued by the Infinite Styles Ecommerce Co. Ltd Board of Directors.</li> <li>6. Internal Meeting Minutes between DSA Management Board and DSA Compliance Function.</li> </ol>

<b>Changes to the audit procedures during the audit:</b>	
No changes	
<b>Conclusion:</b>	
<p>Positive with Comments – In our opinion, SHEIN complied with Obligation 41.2 during the Audit Period, in all material respects.</p> <p>However, formal documented evidence was not available to demonstrate SHEIN's DSA Management Board's assessment and approval of the independence of the Head of DSA Compliance Function.</p>	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Deloitte recommends that SHEIN formally document management's periodic assessment and approval of the independence of the Head of DSA Compliance Function for approval by the DSA Management Board.	31 December 2025

Obligation:	Audit criteria:	Materiality threshold:
41.3	<b>Requirement:</b> Compliance officers shall have the following tasks: (a) cooperating with the Digital Services Coordinator of establishment and the Commission for the purpose of this Regulation; (b) ensuring that all risks referred to in Article 34 are identified and properly reported on and that reasonable, proportionate and effective risk-mitigation measures are taken pursuant to Article 35; (c) organising and supervising the activities of the provider of the very large online platform or of the very large online search engine relating to the independent audit pursuant to Article 37; (d) informing and advising the management and employees of the provider of the very large online platform or of the very large online search engine about relevant obligations under this Regulation; (e) monitoring the compliance of the provider of the very large online platform or of the very large online search engine with its obligations under this Regulation; (f) where applicable, monitoring the compliance of the provider of the very large online platform or of the very large online search engine with commitments made under the codes of conduct pursuant to Articles 45 and 46 or the crisis protocols pursuant to Article 48.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
Summary of Systems, Processes and/or Controls:	Audit Procedures:	Information Relied Upon:
<p>SHEIN's DSA compliance function ensures adherence to Article 41.3 through three key areas: regulatory compliance risk management and internal guidance; including:</p> <ul style="list-style-type: none"> <li>Cooperating with the Digital Services Coordinator and the Commission in relation to SHEIN's compliance with the DSA.</li> <li>Ensuring all risks referred in Article 34 are identified and reported on, with effective risk mitigation procedures taken pursuant to Article 35.</li> <li>Organising and supervising the activities of SHEIN relating to the independent audit pursuant to Article 37</li> <li>Informing and advising DSA Management Board and Infinite Styles Ecommerce Co. Ltd of SHEIN's obligations relevant under DSA.</li> </ul> <p>The Compliance Function, supported by a DSA Taskforce and various working groups focused on specific DSA tasks, utilises a structured approach to meet all DSA obligations.</p>	<ol style="list-style-type: none"> <li>Deloitte obtained and inspected the roles and responsibilities of compliance officers contained in the Governance Charter, DSA Management Board, Terms of Reference and relevant meeting minutes to assess whether the required tasks have been covered as part of the responsibilities of the compliance officers.</li> <li>Deloitte obtained and inspected communications between the DSA Compliance Officer and the Commission, meeting minutes between the DSA Compliance function and external parties, such as advisors or auditors, and the SHEIN risk assessment questionnaire demonstrating review and challenge of the systemic risk assessment.</li> <li>Deloitte obtained and inspected the Governance Charter, Terms of Reference, Organisational chart and meeting minutes to assess how the DSA Management Board is satisfied that collectively compliance officers cover the tasks required by Article 41.3(a)-(f).</li> </ol>	<ol style="list-style-type: none"> <li>Internal SHEIN System Communication portals and the systemic risk assessment report signed off by DSA Compliance Function.</li> <li>Email communication between DSA Compliance Functions and meeting minutes with DSA enforcement.</li> <li>SHEIN's Organisational Chart for the DSA Compliance Function, DSA Management Board and ISSL Board.</li> <li>SHEIN's Governance Charter of the DSA Compliance Function.</li> <li>SHEIN's Terms of Reference Clause of the DSA Compliance Function.</li> <li>Meeting minutes of DSA Management Board meetings.</li> <li>SHEIN's Systemic Risk Assessment Questionnaire.</li> </ol>
Changes to the audit procedures during the audit:		
No changes		

<b>Conclusion:</b>	
Positive – In our opinion, SHEIN complied with Obligation 41.3 during the Audit Period, in all material respects.	
<b>Recommendations on specific measures:</b>	<b>Recommended timeframe to implement specific measures:</b>
Not applicable	Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
41.4	<b>Requirement:</b> Providers of very large online platforms or of very large online search engines shall communicate the name and contact details of the head of the compliance function to the Digital Services Coordinator of establishment and to the Commission.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The name and contact details of the Head of the DSA Compliance Function have been communicated to the Digital Services Coordinator and to the Commission.</p> <p>The Head of the DSA Compliance Function is in regular contact with the Digital Services Coordinator and the Commission.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with management and inspected documentation to determine the measures in place for communicating the contact details of the Head of Compliance to the Digital Services Coordinator of establishment and the Commission.</li> <li>2. Deloitte inspected correspondence sent by the Head of Compliance to corroborate whether the contact details and name of the Head of DSA Compliance were issued to the Digital Services Coordinator and to the Commission.</li> <li>3. Deloitte verified confirmation of receipt from both the Digital Services Coordinator and the Commission acknowledging receipt of the Head of Compliance Function's details.</li> </ol>	<ol style="list-style-type: none"> <li>1. Email communication between Head of Compliance Function and the Digital Services Coordinator.</li> <li>2. SHEIN's Organisational Chart for the DSA Compliance Function, DSA Management Board and Infinite Styles Ecommerce Co. Ltd Board.</li> <li>3. Meeting minutes between the Compliance Function and Infinite Styles Ecommerce Co. Ltd Board.</li> <li>4. Systemic risk assessment report submitted to the Commission.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 41.4 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable



<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
41.5	<b>Requirement:</b> The management body of the provider of the very large online platform or of the very large online search engine shall define, oversee and be accountable for the implementation of the provider's governance arrangements that ensure the independence of the compliance function, including the division of responsibilities within the organisation of the provider of very large online platform or of very large online search engine, the prevention of conflicts of interest, and sound management of systemic risks identified pursuant to Article 34.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The management body, designated as the “DSA Management Board”, was created by the Board of Directors of Infinite Styles Ecommerce Co. Ltd on 23 August 2024.</p> <p>The Board has defined authority and responsibilities, documented in the Terms of Reference, which include defining, overseeing and being accountable for the implementation of SHEIN’s governance arrangements, ensuring independence of the compliance function, including division of responsibilities within the organisation, the prevention of conflicts of interest and the sound management of systematic risks.</p> <p>The DSA Management Board reviews, updates as needed and approves on a quarterly basis the Digital Services Act Compliance reports produced by the DSA Compliance Function.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to gain an understanding of the governance arrangements for the Compliance Function.</li> <li>2. Deloitte inspected the Governance Charter and Terms of Reference, as well as meeting minutes to establish whether the roles and responsibilities of the DSA Management Board include defining, overseeing and being accountable for the implementation of SHEIN’s governance arrangements, ensuring the independence of the Compliance Function, including the division of responsibilities, the prevention of conflicts of interest and sound risk management of systemic risks.</li> <li>3. Deloitte inspected the systemic risk assessment report to determine the appropriate review and approval occurred by the DSA Management Board.</li> </ol>	<ol style="list-style-type: none"> <li>1. SHEIN’s Organisational Chart for the DSA Compliance Function, DSA Management Board and Infinite Styles Ecommerce Co. Ltd Board.</li> <li>2. SHEIN’s Terms of Reference Clause of the DSA Compliance Function.</li> <li>3. Meeting minutes of the First Meeting of Infinite Styles Ecommerce Co. Ltd’s EU Digital Services Act Management Board.</li> <li>4. SHEIN’s systemic risk assessment report.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 41.5 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
41.6	<b>Requirement:</b> The management body shall approve and review periodically, at least once a year, the strategies and policies for taking up, managing, monitoring and mitigating the risks identified pursuant to Article 34 to which the very large online platform or the very large online search engine is or might be exposed to.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN's DSA Management Board annually assesses systemic risks stemming from its operations and systems, including algorithmic ones, and conducts additional assessments before deploying new high-impact functionalities.</p> <p>The DSA Management Board actively participates in risk management decisions concerning illegal content, fundamental rights, civic discourse, public security, gender-based violence, public health, and minors' well-being.</p> <p>Annually, the DSA Management Board reviews and approves Infinite Styles Ecommerce Co. Ltd's risk mitigation strategies, monitors the Compliance Function's reports and recommendations, and makes improvement suggestions as needed.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained and inspected documentation to ascertain that the DSA Management Board has clearly defined roles and responsibilities, which include approving and reviewing periodically, at least annually, the strategies taking up, managing, monitoring and mitigating risks identified pursuant to Article 34.</li> <li>2. Deloitte obtained and reviewed supporting documentation to assess whether the DSA Management Board had appropriately reviewed the Terms of Reference and Governance Charter during the audit period.</li> <li>3. Deloitte inspected the systemic risk assessment report to determine the appropriate review and approval occurred by the DSA Management Board.</li> </ol>	<ol style="list-style-type: none"> <li>1. The systemic risk assessment report produced by SHEIN as per Article 34 and evidence of communication to the Commission pursuant to Article 42(4) of DSA.</li> <li>2. Approval and sign off from the DSA Management Board of the systemic risk assessment report.</li> <li>3. Quarterly meeting minutes of the DSA Management Board.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 41.6 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
41.7	<p><b>Requirement:</b> The management body shall devote sufficient time to the consideration of the measures related to risk management. It shall be actively involved in the decisions related to risk management and shall ensure that adequate resources are allocated to the management of the risks identified in accordance with Article 34.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Adequate resources allocated to risk management:</b> As established by the DSA Delegated Management Board, including investment in (external) expert guidance if necessary to ensure the implementation of systematic compliance controls.</li> <li>• <b>Devote sufficient time to risk management:</b> Participating in quarterly DSA Delegated Management Board meetings, reviewing and approving the Risk Assessment and transparency report, and maintaining accessibility to the Compliance Function (including its Head).</li> </ul>	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The DSA Management Board dedicates time to risk management, annually reviewing and approving risk mitigation strategies proposed by the Compliance Function.</p> <p>The DSA Management Board reviews, updates as needed and approves on a quarterly basis the Digital Services Act Compliance reports produced by the DSA Compliance Function and maintains ongoing dialogue with key Infinite Styles Ecommerce Co. Ltd personnel.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained and inspected documentation to ascertain whether the DSA Management Board has clearly defined roles and responsibilities, which include approving and reviewing periodically, at least annually, the strategies for taking up, managing, monitoring and mitigating risks identified pursuant to Article 34.</li> <li>2. Deloitte examined quarterly DSA Management Board minutes to verify that sufficient time was allocated to the considerations of the risk management matters and there is active involvement in the decisions related to risk management, particularly those identified in the Article 34 risk assessment.</li> <li>3. Deloitte reviewed whether the risks identified in the Article 34 risk assessment were explicitly addressed in the management body's discussions and decisions.</li> </ol>	<ol style="list-style-type: none"> <li>1. DSA Management Board meeting agendas and minutes.</li> <li>2. Meeting minutes between DSA Management Board and the Directorate General for Communications Network.</li> <li>3. DSA systemic risk assessment report and evidence of submission to the Commission.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 41.7 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
42.1	<b>Requirement:</b> Providers of very large online platforms or of very large online search engines shall publish the reports referred to in Article 15 at the latest by two months from the date of application referred to in Article 33(6), second subparagraph, and thereafter at least every six months.	Given the nature of this obligation, no materiality threshold has been applied in our testing.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>The DSA transparency report is publicly made available on a semi-annual basis, and is reviewed by appropriate personnel in advance of the release date.</p> <p>The output is in the form of two documents: the “transparency report” and the “transparency report Excel Spreadsheet” that are submitted to the Commission and made public on the SHEIN website.</p>	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to ascertain the date of applicability of the DSA.</li> <li>2. Deloitte inspected SHEIN’s online platform to ascertain whether the required transparency reports had been published.</li> <li>3. Deloitte inspected the transparency reports published during the Audit Period to ascertain whether they had been published within the timelines required by Article 42.1.</li> </ol>	<ol style="list-style-type: none"> <li>1. Transparency report. Published 26 October 2024</li> <li>2. Transparency report. published 28 February 2025.</li> <li>3. The Commission press release on the designation of SHEIN as a Very Large Online Platform.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 42.1 during the Audit Period, in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
42.2	<p><b>Requirement:</b></p> <p>The reports referred to in paragraph 1 of this Article published by providers of very large online platforms shall, in addition to the information referred to in Article 15 and Article 24(1), specify:</p> <p>(a) the human resources that the provider of very large online platforms dedicates to content moderation in respect of the service offered in the Union, broken down by each applicable official language of the Member States, including for compliance with the obligations set out in Articles 16 and 22, as well as for compliance with the obligations set out in Article 20;</p> <p>(b) the qualifications and linguistic expertise of the persons carrying out the activities referred to in point (a), as well as the training and support given to such staff;</p> <p>(c) the indicators of accuracy and related information referred to in Article 15(1), point (e), broken down by each official language of the Member States.</p> <p>The reports shall be published in at least one of the official languages of the Member States.</p> <p><b>Definitions and Benchmarks:</b></p> <ul style="list-style-type: none"> <li>• <b>Indicators:</b> The indicators would be (i) Accuracy (ii) Precision and (iii) Recall, in line with EC's new templates.</li> </ul>	We have applied a 3% materiality threshold for this obligation.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
The SHEIN legal team creates a Data Collection Plan for transparency reporting, which reflects the specific systems and internal processes that generate the data that is relevant for the transparency report. The operational teams export relevant data from their systems and the Compliance team reviews the data, ensuring its consistency with the Data Collection Plan. The Compliance team then independently cross-verifies the data by gaining system access.	<ol style="list-style-type: none"> <li>1. Deloitte inquired with SHEIN management to gain an understanding of the content moderation process and the process for meeting the requirements of Article 42.2.</li> <li>2. Deloitte obtained the population of internal content moderators and selected samples of content moderators to ascertain their service department, employment status, qualifications, and language proficiency.</li> <li>3. Deloitte inspected the transparency report to verify the disclosure of the human resources compliance and performed sample testing from the data provided to verify numbers, qualifications and linguistic skills of content moderators.</li> <li>4. Deloitte obtained and reviewed the Master Service Agreement and Statement of Work with external contractors for the provision of content moderation services, hiring and quality assurance requirements on language proficiency, as well as records of training courses provided to moderators during the reporting period.</li> <li>5. Deloitte obtained and reviewed the contracts with external providers for content moderation to verify the disclosures in the transparency report.</li> </ol>	<ol style="list-style-type: none"> <li>1. Transparency report published February 2025.</li> <li>2. Population of internal content moderators.</li> <li>3. Inspection of SHEIN's internal human resources portal.</li> <li>4. The Master Service Agreement and Statement of Work with external contractors.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
<p>Unable to Conclude – As described in the following paragraph, we have not been able to obtain sufficient appropriate audit evidence to form a conclusion on SHEIN's compliance with Obligation 42.2 during the Audit Period. Accordingly, we do not express an opinion on SHEIN's compliance for this obligation.</p> <p>We were unable to gain comfort over the completeness and accuracy of the information included in the transparency reports due to the unavailability of relevant data and supporting evidence on the number of external content moderators.</p>		

Recommendations on specific measures:	Recommended timeframe to implement specific measures:
Deloitte recommends that SHEIN puts in place systems and/or processes to track numbers and qualifications of external content moderators.	31 December 2025

<b>Obligation:</b>	<b>Audit criteria:</b>	<b>Materiality threshold:</b>
42.3	<b>Requirement:</b> In addition to the information referred to in Articles 24(2), the providers of very large online platforms or of very large online search engines shall include in the reports referred to in paragraph 1 of this Article the information on the average monthly recipients of the service for each Member State.	We have applied a 3% materiality threshold for this obligation.
<b>Summary of Systems, Processes and/or Controls:</b>	<b>Audit Procedures:</b>	<b>Information Relied Upon:</b>
<p>SHEIN has a tailored Data Collection Plan for transparency reporting, which reflects the specific systems and internal processes that generate the data which is relevant for the transparency report.</p> <p>Recipient identification involves unique user identification, IP address geolocation and data deduplication. Data is extracted, validated by Compliance, aggregated, and used to calculate average Monthly Active Recipients of the Service.</p> <p>The transparency report, reviewed by internal and external legal counsel, is published online and notified to the Commission.</p>	<ol style="list-style-type: none"> <li>1. Deloitte obtained and inspected SHEIN's DSA transparency report for the period 01 September to 31 December 2024 (published February 2025) to ascertain the Monthly Active Recipients of the Service in the Union for the period 01 August 2024 - 31 January 2025.</li> <li>2. Deloitte obtained and reviewed SHEIN's methodology for calculating Monthly Active Recipients of the Service to verify that the methodology applied is consistent with that required by the DSA.</li> <li>3. Deloitte reperformed the Monthly Active Recipients of the Service calculation and compared the results to the figures disclosed in SHEIN's transparency report.</li> <li>4. Further, Deloitte reviewed the execution date range of the query used by SHEIN to extract the Monthly Active Recipients of the Service data and confirmed that it appropriately covered the reporting period, that the Monthly Active Recipients of the Service are accurately categorised by Member State, and that all EU Member States were included in the query.</li> </ol>	<ol style="list-style-type: none"> <li>1. Transparency report published February 2025.</li> <li>2. Extracts from SHEIN's transparency report – Excel.</li> <li>3. SHEIN's documentation on methodology for calculating monthly active users.</li> <li>4. Extracts of the queries used to extract Monthly Active Recipients of the Service data.</li> </ol>
<b>Changes to the audit procedures during the audit:</b>		
No changes		
<b>Conclusion:</b>		
Positive – In our opinion, SHEIN complied with Obligation 42.3 during the Audit Period in all material respects.		
<b>Recommendations on specific measures:</b>		<b>Recommended timeframe to implement specific measures:</b>
Not applicable		Not applicable

## Appendix 2 – Obligations that are not subject to audit

The following obligations in Chapter III of the DSA have not been subject to audit as they are not included in the Specified Requirements and as such, no conclusions are expressed.

Article	Sub Section	Management Rationale
<b>Not an obligation for intermediary service providers</b>		
These Obligations are not directed to intermediary service providers and therefore SHEIN is not required to take any action to comply with them.		
15	3	Compliance with this is Obligation is the responsibility of a regulatory body
16	3	The regulatory text provides context but does not create an Obligation
17	5	The regulatory text provides context but does not create an Obligation
21	3, 4, 6, 7, 8	Compliance with this is Obligation is the responsibility of a regulatory body
21	9	The regulatory text provides context but does not create an Obligation
22	2-5, 7, 8	Compliance with this is Obligation is the responsibility of a regulatory body
24	6	Compliance with this is Obligation is the responsibility of a regulatory body
25	2	The regulatory text provides context but does not create an Obligation
28	3	The regulatory text provides context but does not create an Obligation
33	1	The regulatory text provides context but does not create an Obligation
33	2-6	Compliance with this is Obligation is the responsibility of a regulatory body
35	2	Compliance with this is Obligation is the responsibility of a regulatory body
36	2, 5, 9	The regulatory text provides context but does not create an Obligation
36	3-4, 6-8, 10-11	Compliance with this is Obligation is the responsibility of a regulatory body
37	5	Compliance with this is Obligation is the responsibility of the auditing organisation
37	7	Compliance with this is Obligation is the responsibility of a regulatory body
40	2, 8-11, 13	Compliance with this is Obligation is the responsibility of a regulatory body
40	6	The regulatory text provides context but does not create an Obligation
43	1-4, 7	Compliance with this is Obligation is the responsibility of a regulatory body
43	5, 6	The regulatory text provides context but does not create an Obligation
44	1, 2	Compliance with this is Obligation is the responsibility of a regulatory body

<b>Not an obligation of a VLOP</b>		
These Obligations are not directed to Very Large Online Platforms and therefore SHEIN is not required to take any action to comply with them.		
15	2	SHEIN does not qualify as a micro or small enterprise.
19	1	SHEIN does not qualify as a micro or small enterprise.
19	2	SHEIN has been designated as a very large online platform, however the paragraph does not convey any Obligation on the platform.
29	1	SHEIN does not qualify as a micro or small enterprise.
29	2	SHEIN has been designated as a very large online platform, however the paragraph does not convey any Obligation on the platform.



<b>Conditions not precedent</b>		
There are instances where SHEIN cannot practicably comply with an Obligation prior to the completion of actions by other parties in creating the conditions to give effect to these Obligation. For this Audit Period, these actions were not completed, and the conditions precedent were not established.		
25	3	No guidelines issued by the Commission prior or within the Audit Period
28	4	No guidelines issued by the Commission prior or within the Audit Period
35	3	No guidelines issued by the Commission prior or within the Audit Period
37	1, 3	Assessed in relation to the previous audit period, not applicable for 1st audit
37	4	Establishment of the audit report will occur after the Audit Period
37	6	Drafting of the audit implementation report will occur after the Audit Period
40	4, 5, 7	The delegated regulation governing the transfer of data was not enacted for the Audit Period
42	4, 5	Transmission of the audit report to the Digital Services Coordinator of establishment and the Commission will occur after the Audit Period
45	1-4	No applicable Codes of Conduct have been recognised under the regulatory framework of the DSA prior or within the Audit Period
46	1-4	No applicable Codes of Conduct have been recognised under the regulatory framework of the DSA prior or within the Audit Period
47	1-3	No applicable Codes of Conduct have been recognised under the regulatory framework of the DSA prior or within the Audit Period
48	1-5	No Crisis Protocols have been recognised under the regulatory framework of the DSA prior or within the Audit Period

<b>Not Applicable</b>		
The nature of the business model and/or operations of SHEIN mean the conditions for applicability of the Obligation to the VLOP are not satisfied. These Obligations may however become applicable to SHEIN in future periods if there is a qualifying change in business model and/or operational aspect of the business.		
13	1-5	SHEIN has an establishment in the Union
14	3	The nature of the service offered by SHEIN is not primarily directed at minors, nor predominantly used by them
24	4	SHEIN informed the Commission prior to the Audit Period; therefore, this is not an obligation during the Audit Period
26	1, 3	No advertisements within the meaning of Article 3(r) DSA are presented on SHEIN
26	2	Sellers' content is inherently commercial and intended to promote their products. Consumers are prohibited from publishing commercial communications
28	2	No advertisements within the meaning of Article 3(r) DSA are presented on SHEIN
32	2	SHEIN has the contact details of all recipients of the service
39	1-3	No advertisements within the meaning of Article 3(r) DSA are presented on SHEIN

## Appendix 3 – Template for the audit report referred to in Article 6 (of the Commission Delegated Regulation (EU) 2024/436)

### Section A: General Information

#### 1. Audited service:

SHEIN

#### 2. Audited provider:

Infinite Styles Services Co, Ltd

#### 3. Address of the audited provider:

1-2 Victoria Buildings Haddington Road, Dublin 4, Dublin D04 XN32

#### 4. Point of contact of the audited provider:

[Confidential] (Head of DSA Compliance).

#### 5. Scope of the audit:

Does the audit report include an assessment of compliance with all the obligations and commitments referred to in Article 37(1) of Regulation (EU) 2022/2065 applicable to the audited provider?

Yes

### i. Compliance with Regulation (EU) 2022/2065

#### Obligations set out in Chapter III of Regulation (EU) 2022/2065:

Audited obligation	Period covered
A listing of the audited obligations can be found in Appendix 1, Section 1 - 5 (Audit Criteria label) in the Independent Practitioner's Assurance Report.	26 August 2024 to 30 June 2025

### ii. Compliance with codes of conduct and crisis protocols

#### Commitments undertaken pursuant to codes of conduct referred to in Articles 45 and 46 of Regulation (EU) 2022/2065 and crisis protocols referred to in Article 48 of Regulation (EU) 2022/2065:

Audited commitment	Period covered
Not applicable for the Audit Period	Not applicable

#### 6. a. Audit start date:

26 August 2024

#### b. Audit end date:

30 June 2025

## Section B: Auditing organization

### 1. Name(s) of organization(s) constituting the auditing organisation:

Deloitte & Touche LLP

### 2. Information about the auditing team of the auditing organisation:

[Confidential] was the overall responsible person from Deloitte & Touche LLP. Contact details: [Confidential]. All members of the auditing team were employees of Deloitte & Touche LLP or other member firms of Deloitte Touche Tohmatsu Limited.

### 3. Auditors' qualification:

#### a. Overview of the professional qualifications of the individuals who performed the audit, including domains of expertise, certifications, as applicable:

The auditing team consisted of individuals with subject matter expertise and experience in delivering ISAE 3000 and SSAE 3000 assurance engagements including, among others, Chartered Accountants and Certified Information Systems Auditors. The auditing team also included individuals with experience and knowledge in the areas of data science and data privacy regulations.

#### b. Documents attesting that the auditing organization fulfils the requirements laid down in Article 37(3), point (b) of Regulation (EU) 2022/2065 have been attached as an annex to this report:

See (a) above.

### 4. Auditors' independence:

#### a. Declaration of interests

Deloitte & Touche LLP performs audits, reasonable and limited assurance engagements, and related permissible professional services, for [Confidential] the ultimate parent company of Infinite Styles Services Co, Ltd in our capacity as a global assurance, tax, transaction, and advisory services provider. In order to ensure our auditor's independence, we operate a robust process to ensure the teams for each engagement are independent from the audited entities.

#### b. References to any standards relevant for the auditing team's independence that the auditing organization(s) adheres to:

As stated in the Independent Practitioner's Assurance Report under "Our independence and quality management", Deloitte & Touche LLP applied the independence and other ethical requirements of the Accounting and Corporate Regulatory Authority (ACRA) *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* (ACRA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

We also applied the Singapore Standard on Quality Management 1 (SSQM 1), Quality Management for Firms that Perform Audits or Reviews of Financial Statements or Other Assurance or Related Services engagements, and the SSAE 3000's quality management standards, which require that our system of quality management includes policies or procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements.

Appendix 6 includes our attestation that the auditing organization complies with the obligations laid down in Article 37(3), points (a), (b), and (c).

**c. List of documents attesting that the auditing organization complies with the obligations laid down in Article 37(3), points (a) and (c) of Regulation (EU) 2022/2065 attached as annexes to this report. Attachment 3 and 5 to Annex 1**

Our engagement letter notes our compliance with Article 37(3)(a)(i). Since this the first year of the DSA audit requirement, we are, by definition, in compliance with Article 37(3)(a)(ii). Regarding Article 37((3)(a)(iii), we are not performing the audit in return for fees which are contingent on the result of the audit.

**5. References to any auditing standards applied in the audit, as applicable:**

We conducted our evaluation in accordance with SSAE 3000, the Delegated Act and the terms of reference for this engagement as agreed with Infinite Styles Services, Co. Ltd on 29 April 2025. SSAE 3000 requires that we plan and perform our evaluation to obtain reasonable assurance about whether SHEIN complied, in all material respects, with the Specified Requirements referenced in the Independent Practitioner's Report.

**6. References to any quality management standards the auditing organisation adheres to, as applicable:**

Deloitte & Touche LLP applies the Singapore Standard on Quality Management 1 (SSQM 1). Accordingly, we maintain a comprehensive system of quality control / management including documented policies and procedures regarding compliance with ethical requirements, professional, standards, and applicable legal and regulatory requirements.

We also applied the SSAE 3000's quality management standards, which require that we design, implement, and operate a system of quality management.

## **Section C: Summary of the main findings**

### **1. Summary of the main findings drawn from the audit (pursuant to paragraph 37(4), point (e) of Regulation (EU) 2022/2065)**

A description of the main findings drawn from the audit can be found in Appendix 1, Section 1 - 5 (Conclusion label) of the Independent Practitioner's Assurance Report.

#### **SECTION C.1: Compliance with Regulation (EU) 2022/2065**

- 1) Audit opinion for compliance with the audited obligations referred to in Article 37(1), point (a) of Regulation (EU) 2022/2065:

The audit opinion for compliance with the audited obligations set out in set out in Chapter III of Regulation (EU) 2022/2065 can be found under Opinion section in the Independent Practitioner's Assurance Report.

- 
- 2) Audit conclusion for each audited obligation:

The audit conclusion for each audited obligation can be found in Appendix 1, Section 1 - 5 (Conclusion label) in the Independent Practitioner's Assurance Report.

#### **SECTION C.2: Compliance with voluntary commitments in codes of conduct and crisis protocols**

- 1) Audit opinion for compliance with the commitments made under specify the code of conduct or crisis protocol covered by the audit:

Not applicable

- 
- 2) Audit conclusion for each audited commitment:

Not applicable

#### **Section C.3: Where applicable, explanations of the circumstances and the reasons why an audit opinion could not be expressed:**

Not applicable / Explanations of the circumstances and the reasons why an audit opinion could not be expressed can be found in Appendix 1, Section 1 - 5 (Conclusion label) in the Independent Practitioner's Assurance Report.

## Section D: Description of the findings: compliance with Regulation (EU) 2022/2065

### SECTION D.1: Audit conclusion for obligation (specify)

#### I. Audit conclusion:

A description of the audit conclusion, justification, and remarks for each audited obligation can be found in Appendix 1, Section 1 - 5 (Conclusion label) in the Independent Practitioner's Assurance Report.

If the conclusion is not 'positive', operational recommendations on specific measures to achieve compliance, including an explanation on the materiality of non-compliance and recommended timeframe to achieve compliance, can be found in Appendix 1, Section 1 - 5 (Recommendations on Specific Measures and Materiality Threshold labels) in the Independent Practitioner's Assurance Report.

#### II. Audit procedures and their results:

##### 1) Description of the audit criteria and materiality threshold used by the auditing organization pursuant to Article 10(2), point (a) of this Regulation:

A description of the audit criteria and materiality thresholds used can be found in Appendix 1, Section 1 - 5 (Audit Criteria and Materiality Threshold labels) in the Independent Practitioner's Assurance Report.

##### 2) Audit procedures, methodologies, and results:

###### a) Description of the audit procedures performed by the auditing organization, the methodologies used to assess compliance, and justification of the choice of those procedures and methodologies (including, where applicable, a justification for the choices of standards, benchmarks, sample size(s) and sampling method(s)):

A description of the audit procedures performed, the methodologies used to assess compliance, and a justification of the choice of those procedures and methodologies can be found in Appendix 1, Section 1 - 5 (Audit Criteria label) in the Independent Practitioner's Assurance Report.

###### b) Description, explanation, and justification of any changes to the audit procedures during the audit:

A description, explanation, and justification of any changes to the audit procedures during the audit can be found in Appendix 1, Section 1 - 5 (Changes to Audit Procedures During the Audit Period label) in the Independent Practitioner's Assurance Report.

###### c) Results of the audit procedures, including any test and substantive analytical procedures:

The results of the audit procedures, including any test and substantive analytical procedures, can be found in Appendix 1, Section 1 - 5 (Audit Criteria and Conclusion labels) in the Independent Practitioner's Assurance Report.

##### 3) Overview and description of information relied upon as audit evidence, including, as applicable:

- a. description of the type of information and its source;
- b. the period(s) when the evidence was collected;
- c. the period the evidence refers to;
- d. any other relevant information and metadata.

An overview and description of information relied upon as audit evidence can be found in Appendix 1, Section 1 - 5 (Information Relied Upon label) in the Independent Practitioner's Assurance Report.

##### 4) Explanation of how the reasonable level of assurance was achieved:

An explanation of how the reasonable level of assurance was achieved can be found in Appendix 1 (Introduction) in the Independent Practitioner's Assurance Report.

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**5) In cases when:**

- a. a specific element could not be audited, as referred to in Article 37(5) of Regulation (EU) 2022/2065, or**
- b. an audit conclusion could not be reached with a reasonable level of assurance, as referred to in Article 8(8) of this Regulation, provide an explanation of the circumstances and the reasons:**

An explanation of the circumstances when a specific element could not be audited or an audit conclusion could not be reached with a reasonable level of assurance can be found in Appendix 1, Section 1 - 5 (Conclusion label) in the Independent Practitioner's Assurance Report.

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**6) Notable changes to the systems and functionalities audited during the audited period and explanation of how these changes were taken into account in the performance of the audit.**

A list of notable changes to the systems and functionalities audited during the audited period and explanation of how these changes were taken into account in the performance of the audit can be found in Appendix 1 in the Independent Practitioner's Assurance Report.

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**7) Other relevant observations and findings:**

Please see Appendix 1, Section 1 - 5 (Conclusion label) in the Independent Practitioner's Assurance Report for any other relevant observations and findings.

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**SECTION D.2: Additional elements pursuant to Article 16 of this Regulation**

**1) An analysis of the compliance of the audited provider with Article 37(2) of Regulation (EU) 2022/2065 with respect to the current audit:**

An analysis of the compliance of the audited provider with Article 37(2) of Regulation (EU) 2022/2065 with respect to the current audit can be found in Appendix 1, Section 5 Obligation 37(2) (Audit Criteria and Conclusion label) in the Independent Practitioner's Assurance Report.

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**2) Description of how the auditing organization ensured its objectivity in the situation described in Article 16(3) of this Regulation:**

Not applicable because this is the first year when Deloitte has performed the DSA audit for SHEIN's service.

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### **Section E: Description of the findings concerning compliance with codes of conduct and crisis protocol**

Obligations related to codes of conduct and crisis protocol were not applicable during the audit period as SHEIN has not signed up to any.

#### **SECTION E.1: Audit conclusion for commitment (specify)**

##### **I. Audit conclusion:**

Not applicable

##### **II. Audit procedures and their results:**

###### **1. Description of the audit criteria and materiality threshold used by the auditing organization pursuant to Article 10(2), point (a) of this Regulation:**

Not applicable

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###### **2. Audit procedures, methodologies, and results:**

###### **a) Description of the audit procedures performed by the auditing organization, the methodologies used to assess compliance, and justification of the choice of those procedures and methodologies (including, where applicable, a justification for the choices of standards, benchmarks, sample size(s) and sampling method(s)):**

Not applicable

###### **b) Description, explanation, and justification of any changes to the audit procedures during the audit:**

Not applicable

###### **c) Results of the audit procedures, including any test and substantive analytical procedures:**

Not applicable

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###### **3. Overview and description of information relied upon as audit evidence, including, as applicable:**

- a) description of the type of information and its source;**
- b) the period(s) when the evidence was collected;**
- c) the period to which the evidence refers;**
- d) any other relevant information and metadata.**

Not applicable

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###### **4. Explanation of how the reasonable level of assurance was achieved:**

Not applicable

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###### **5. In cases when:**

- a) a specific element could not be audited, as referred to in Article 37(5) of Regulation (EU) 2022/2065, or**
- b) an audit conclusion could not be reached with a reasonable level of assurance, as referred to in Article 8(8) of this Regulation, provide an explanation of the circumstances and the reasons:**

Not applicable



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**6. Notable changes to the systems and functionalities audited during the audited period and explanation of how these changes were taken into account in the performance of the audit.**

Not applicable

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**7. Other relevant observations and findings**

Not applicable

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**Section F: Third-parties consulted**

Deloitte undertook the entire Audit engagement with the assistance of specialists from Deloitte LLP, a member firm of Deloitte Touche Tohmatsu Limited. No other third parties were consulted on any auditing matters throughout the audit period from 26 August 2024 to 30 June 2025.

<b>1. Name of third party consulted:</b>
Not Applicable
<b>2. Representative and contact information of consulted third party:</b>
Not Applicable
<b>3. Date(s) of consultation:</b>
Not Applicable
<b>4. Input provided by third-party</b>
Not Applicable

**Section G: Any other information the auditing body wishes to include in the audit report (such as a description of possible inherent limitations).**

Please refer to our attached Independent Practitioner’s Assurance Report for additional information.

<b>Date</b>	29 August 2025	<b>Signed by</b>	[Confidential]
<b>Place</b>	Deloitte & Touche LLP 6 Shenton Way OUE Downtown 2 #33-00 Singapore 068809	<b>In the name of</b>	Deloitte & Touche LLP
		<b>Responsible for:</b>	Entire Engagement

## **Appendix 4 - Written agreement between Infinite Styles Services Co. Ltd and the Deloitte & Touche LLP (Redacted)**

17 April 2025  
The Board of Directors of  
Infinite Styles Services Co, Ltd  
1-2 Victoria Buildings Haddington Road  
Dublin 4, Dublin D04 XN32

Attention:

**Digital Services Act - Engagement Letter for the reasonable assurance report relating to compliance with Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 (EU) (the “Digital Services Act” or the “DSA” ) and the Commission Delegated Regulation (EU) 2024/436 of 20 October 2023 supplementing the DSA (the “Delegated Act” ).**

Dear Directors,

You have engaged Deloitte & Touche LLP in Singapore (“Deloitte” or “we”) to provide the Board of Directors of Infinite Styles Services Co, Ltd. (the “Company” or “you”) with an independent reasonable assurance report (the “Assurance Report”) in relation to your compliance with the DSA. The DSA requires you to obtain an independent assurance opinion as to whether the Company (being designated as a Very Large Online Platform (“VLOP”) under the DSA) has complied with the obligations referred to in the independent audit requirements set out in Article 37(1)(a) of the DSA, with the Annexes accompanying the Delegated Act providing the template for the reporting of this opinion.

This engagement letter and the Business Terms in Appendix A (“Business Terms”) shall set out the terms on which we offer our services under this engagement letter (“Services”) and govern our relationship with you in respect of the work to be carried out as described herein. In the event of any inconsistencies or conflict between this engagement letter and the Business Terms, the terms of this engagement letter shall prevail.

### **Scope of Engagement**

We will conduct our work in accordance with Singapore Standard on Assurance Engagements SSAE 3000 – *Assurance Engagements other than Audits or Reviews of Historical Financial Information* (the “Standard” or “SSAE 3000”). This Standard requires that we comply with ethical requirements and plan and perform our work to form our conclusion. The extent of the work performed depends on our professional judgment and our assessment of the engagement risk.

Our work includes obtaining an understanding of the business of the Company sufficient to identify and assess the risks of non-compliance with the obligations set out in Article 37(1)(a) of the DSA, this understanding will provide a basis for designing and performing procedures to respond to assessed risks and to obtain reasonable assurance to support our conclusion. Our work also includes carrying out inquiries of relevant personnel of the Company as well as other procedures which are necessarily conducted on a test basis and will include such samples as we deemed appropriate. In addition, in designing these procedures, we consider the system of internal control in relation to assessing your compliance with the obligations set out in the DSA and the Delegated Act and whether we are able to place reliance on those internal controls.

Because of the sample testing nature and other inherent limitations of a reasonable assurance engagement, together with the inherent limitations of any internal control system, there is an unavoidable risk that some deficiencies or non-compliance with obligations may not be detected, even though the engagement is properly planned and performed in accordance with the Standard. Additionally, because of the characteristics of irregularities, particularly those involving forgery and collusion, a properly designed and executed reasonable assurance engagement may not detect such items.

The objective of our assurance engagement is the expression an opinion with reasonable assurance in relation to your compliance with the obligations set out in Chapter III of the Digital Services Act (the “Report”) throughout the period from 26 August 2024 to 30 June 2025, as demonstrated by the supporting evidence provided by the Company. We will plan and perform our work to be able to reach a conclusion in our Report that, from 26 August 2024 (the “period start date”) to 30 June 2025 (the “end date”), based on our procedures and evidence we obtain, that in our opinion:

- a) The description of the Company’s controls in place with respect to each DSA audited obligation as set out in Article 37(1)(a) of the DSA and the benchmarks used by the Company to assert or monitor compliance with the audited obligations, as well as any supporting documentation (the “Subject Matter Information”) provided by you fairly presents the controls as designed and implemented.
- b) The controls related to the control objectives (the “Applicable Criteria”) included in the Subject Matter Information were suitably designed and,
- c) The controls tested and other procedures, which were necessary to provide reasonable assurance that the Applicable Criteria were met, operated effectively.

Our ability to form a conclusion, and the wording of our Report, will, of course, be dependent on the facts and circumstances at the date of our Report. If, for any reason, we are unable to complete the engagement or are unable to form or have not formed a conclusion, we may decline to express a conclusion or decline to issue a report as a result of this engagement. If we are unable to complete the engagement or if our Report requires modification, the reasons thereof will be discussed with the Company’s management.

In addition, during the course of our work, if we come across matters which we believe warrant attention by the Company’s board of directors, such as significant deficiencies in the Company’s internal controls relevant to the engagement, we will report our observations in a separate communication.

### **Limitation of Scope**

Our Services under this engagement do not constitute a statutory audit of the financial statements of the Company. We are unable to verify the authenticity, correctness and integrity of the information provided to us. We have also assumed that all relevant information affecting this engagement has been disclosed to us and there are there no hidden, non-apparent or unexpected conditions that could affect the outcome of this engagement and we accept no responsibility for discovering such conditions. We therefore accept no responsibility or liability to any party for any losses arising whether directly or indirectly, out of our reliance upon the information provided to us.

### **Management’s Responsibility**

Our work will be conducted on the basis that management acknowledge and understand that they have responsibility:

- For the preparation of the description of the Subject Matter Information and accompanying Company’s assertion, including the completeness, accuracy and method of presentation of that description and assertion.
- To have a reasonable basis for the Company’s assertion accompanying the Description of the Subject Matter Information.
- For stating in the Company’s assertion the criteria it used to prepare the Description of the Subject Matter Information.

- For stating in the Description of the Subject Matter Information:
  - The control objectives; and,
  - Where they are specified by law or regulation, or another party (for example, a user group or a professional body), the party who specified them.
- Identifying and ensuring that the Company complies with the laws and regulations applicable to its activities and informing us of knowledge of any actual, suspected, or alleged fraud or noncompliance with laws or regulations affecting the subject matter.
- Making determinations as to the relevancy of information to be included in the disclosure of the Subject Matter Information.
- For identifying the risks that threaten achievement of the control objectives stated in the Description of the Subject Matter Information, and the designing and implementing controls to provide reasonable assurance that those risks will not prevent achievement of the control objectives stated in the description of the Subject Matter Information, and therefore that the stated control objectives will be achieved.

You are also responsible for:

- a) Providing access to systems and making available all necessary records, correspondence, information, algorithmic system descriptions, process maps, tools, models, a description of key assumptions and judgements made and explanations to allow the successful completion of our scope of work.
- b) Additional information that we may request for the purpose of this assurance engagement.
- c) Unrestricted access to persons within the entity from whom we reasonably determine it necessary to obtain sufficient evidence to allow the successful completion of our scope of work.

Management is responsible for the maintenance of adequate records and implementing and ensuring the continued operation of internal control systems which are designed to prevent and detect fraud and error, ensuring that the Subject Matter information and any accompanying other information are made available to us in time to allow us to complete the engagement in accordance with the proposed timetable, ensuring that the Company's operations are conducted in accordance with laws and regulations, the development of policies and procedures to prevent and detect non-compliance, the safeguarding of the assets of the Company, the overall accuracy of the Subject Matter Information and their conformity with Chapter III of the Digital Services Act, and for making all Subject Matter Information and related information available to us for our work. The management of the Company is also responsible for informing us of facts that may affect the engagement, of which management may become aware during the period from the period start date to the date the Report is issued.

We will make specific inquiries of the Company's management about the representations embodied in the Subject Matter Information. As part of our work, we will require management's written confirmation concerning representations made to us in connection with the engagement, acknowledging management's responsibility for Subject Matter Information as well as a written representation from you regarding the intended use of our assurance-report on the Subject Matter Information, confirming:

- You understand that our assurance engagement was conducted in accordance with SSAE 3000, by reference to the requirements of Article 37 of Regulation (EU) 2022/2065 (the "Digital Services Act" or "DSA") and our agreed terms of engagement.
- You understand that our assurance engagement was designed for the purpose of providing a reasonable assurance conclusion over the Subject Matter Information in accordance with the Applicable Criteria, defined as your Control Objectives for the controls in operation to meet the obligations imposed by the DSA.
- You understand your responsibilities in respect of this engagement.
- You have provided us with all information of which the Company is aware that is relevant to the engagement.

We will request you to confirm to us the following in writing:

1. Management acknowledges its responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.
2. Management has disclosed to us the results of its assessment of the risk that the Subject Matter Information may be materially misstated as the result of fraud.

Management has disclosed to us its knowledge of fraud or suspected fraud affecting the entity involving:

- a. management;
  - b. employees who have significant roles in internal control;
  - c. others where the fraud could have a material effect on the Subject Matter Information.
3. Management has disclosed to us its knowledge of any allegations of fraud, or suspected fraud, affecting the entity's Subject Matter Information communicated by employees, former employees, analysts, regulators or others.

We will rely on any information and documents provided by the Company as being true, correct and complete and will not verify them when performing our Services herein. We cannot accept responsibility for the Services due to any incomplete or inaccurate information or information that is not provided to us on a timely basis.

In connection with our engagement, Deloitte & Touche LLP and the management of the Company and Those Charged with Governance of the Company will assume certain roles and responsibilities in an effort to assist Deloitte & Touche LLP in maintaining independence and ensuring compliance with the relevant laws and regulations. The management of the Company will ensure that the Company, together with its subsidiaries and other entities that comprise the Company for purposes of the consolidated financial statements, has policies and procedures in place for the purpose of ensuring that neither the Company nor any such subsidiary or other entity will act to engage Deloitte & Touche LLP, or accept from Deloitte & Touche LLP any service that would impair Deloitte & Touche LLP's independence under the Accounting and Corporate Regulatory Authority ("ACRA") or other applicable rules. All potential services are to be discussed with [Confidential]. In addition, the management of the Company shall immediately inform Those Charged with Governance of any breaches or potential breaches of independence that may affect the service under this engagement and ensure that any approvals required from Those Charged with Governance for the provision of other services by the firm in compliance with independence requirements are obtained prior to our commencement of any such service.

Management will coordinate with Deloitte & Touche LLP to ensure that Deloitte & Touche LLP's independence is not impaired by hiring former or current Deloitte & Touche LLP partners, principals, or professional employees for certain positions. Management of the Company will ensure that the Company, together with its subsidiaries and other entities that comprise the Company for purposes of the consolidated financial statements, also has policies and procedures in place for purposes of ensuring that Deloitte & Touche LLP's independence will not be impaired by hiring a former or current Deloitte & Touche LLP partner, principal, or professional employee in an accounting role or financial reporting oversight role that would cause a violation of relevant laws and regulations. Any employment opportunities with the Company for a former or current Deloitte & Touche LLP partner, principal, or professional employee should be discussed with [Confidential] before entering into substantive employment conversations with the former or current Deloitte & Touche LLP partner, principal, or professional employee, if such opportunity relates to serving (1) as chief executive officer, president, chief financial officer, chief operating officer, general counsel, chief accounting officer, controller, director of internal audit, director of financial reporting, treasurer or any equivalent position for the Company or in a comparable position at a significant subsidiary of the Company; (2) on the Company's board of directors or similar management or governing body; or (3) in an accounting role or any other position that would cause a violation of relevant laws and regulations.

For purposes of the preceding two paragraphs, "Deloitte & Touche LLP" shall mean Deloitte & Touche LLP, Deloitte Southeast Asia Ltd and its affiliates, Deloitte Asia Pacific Limited and its affiliates, Deloitte Touche Tohmatsu Limited and its member firms; and, in all cases, any successor or assignee.

## **Data Protection**

Each party shall comply with its respective obligations under all applicable data protection laws and regulations to the extent in connection with this engagement and the services when it collects, accesses, stores, processes, uses and/or transfers any data (including but not limited to, any confidential information or personal data) to which data protection laws apply.

Unless prohibited by applicable laws, the Company agrees that Deloitte & Touche LLP may use other Deloitte Entities and third parties (collectively, “recipients”), wherever located, to store and process any information received from the Company or its agents; provided that such recipients are bound by confidentiality obligations similar to those contained in this agreement.

## **Restrictions on our Report and Communications Arising from this Engagement**

Our Report is prepared solely to the Board of Directors of the Company, in accordance with SSAE 3000 and our agreed general terms and conditions. Our Report should not be referred to in any document or distributed to any other party without our prior written consent.

Without assuming or accepting any responsibility or liability in respect of our report to any party other than the Company, we acknowledge that the Directors of the Company are required by the DSA to make our Report available to the European Commission, the Digital Services Coordinator and the public (the “DSA Report disclosure obligation”), on the basis that we owe no duty of care or any liability of any kind to any other person who subsequently receives the same. The publication of our Report on Company’s website, does not and will not affect or extend for any purpose or on any basis our responsibilities. To the fullest extent permitted by law, we will not accept or assume responsibility to anyone other than the Company and the Directors of the Company as a body for our work, our Assurance Report, or for the conclusions we will form.

Our report (the “Report”) is prepared for the purpose stated herein and for no other purpose or person.

If the Company intends to publish, or otherwise reproduce in any document, our Report, or otherwise make reference to Deloitte & Touche LLP in a document that contains other information (e.g., in a periodic filing with a regulator, in a debt or equity offering circular, or in a private placement memorandum), thereby associating Deloitte & Touche LLP with such document, the Company agrees that its management will provide us with a draft of the document to read and obtain our written approval for the inclusion or incorporation by reference of our report, or the reference to Deloitte & Touche LLP, in such document before the document is printed and distributed. The Company also agrees that its management will notify us and obtain our written approval prior to including our report on an electronic site.

Our engagement to perform the Services described above does not constitute our agreement to be associated with any such documents published or reproduced by or on behalf of the Company. Any request by the Company to reissue our report, to consent to its inclusion or incorporation by reference in an offering or other document, or to agree to its inclusion on an electronic site, will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any work that would need to be performed by us in connection with any such request; fees for such services, and their scope, would be subject to our mutual agreement at such time and would be described in a separate engagement letter.

Any information, documents, or other communications (collectively, “Communications”) provided by Deloitte whether in writing or otherwise, including, without limitation, any reports Deloitte may issue, should be considered by the Company in the context of the nature of the services herein. The Company agrees that any Communications are solely for the information of the Company and shall not be distributed or disclosed to anyone who is not a member of the Company or its agents, except where such recipients are bound by confidentiality obligations similar to those contained in this agreement.

## **Our workpapers**

For the avoidance of doubt, all workpapers which we prepare in connection with this engagement will remain the property of Deloitte & Touche LLP, and the Company shall not acquire any right or interest in such property.

## **Electronic Communications**

It is recognised that the Internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all), and that other methods of communication may be appropriate. Electronic communications are also prone to contamination by viruses. Each party will be responsible for protecting its own systems and interests and, to the fullest extent permitted by law, will not be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in any way arising from the use of the Internet or from access by any Deloitte & Touche LLP personnel to networks, applications, electronic data or other systems of the Company group.

## **Term**

This engagement letter shall take effect from 17 April 2025 and shall continue until completion or termination of this engagement whichever is earlier. The parties may extend the term of this engagement letter subject to mutually agreed terms and conditions.

## **Other Terms and Conditions**

Except as expressly provided in this agreement, no person other than a party to this agreement may enforce it by virtue of the Contracts (Rights of Third Parties) Act 2001. Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of the Contracts (Rights of Third Parties) Act 2001, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent.

Deloitte & Touche LLP is an affiliate of Deloitte Southeast Asia Ltd ("DSEA"), a member of Deloitte Asia Pacific Limited and of the Deloitte Network. "Deloitte" and/or the "Deloitte Network" refer(s) to one or more of Deloitte Touche Tohmatsu Limited ("DTTL"), its global network of member firms, and their related entities. DTTL (also referred to as "Deloitte Global") and each of its members firms and their affiliated entities are legally separate and independent entities. DTTL does not provide services to clients. Neither DTTL, nor any member firm of DTTL or their affiliated entities has, any liability for each other's debts, obligations, acts or omissions. Each member firm of DTTL and each of its related entities or affiliated entities is a separate and independent legal entity operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu" or other related names; and services are provided by member firms or their related entities or affiliated entities and not by DTTL.

This engagement letter is between you and Deloitte & Touche LLP only. In the course of providing the Services Deloitte & Touche LLP may, at its discretion, draw on the resources of other DTTL member firms, partnerships, companies or their related entities and affiliated entities including those of other affiliates of DSEA ("Deloitte Entities"). Any partner, director or employee of any other Deloitte Entities who deal with you in connection with our services does so on behalf of Deloitte & Touche LLP alone. Deloitte & Touche LLP accepts responsibility for the actions of any partner, director or employee of any other Deloitte Entities assisting in the provision of our services as set out in this engagement letter.



The provisions of the two immediate preceding paragraphs have been stipulated by Deloitte & Touche LLP expressly for the benefit of other Deloitte Entities, their partners, directors and employees (together “the Beneficiaries”). You agree that each of the Beneficiaries shall have the right to rely on the aforementioned paragraphs as if they were parties to this engagement letter. Each of the other Deloitte Entities which may agree to assist in the provision of our services does so in reliance on the protections afforded to it by the aforementioned paragraphs, the benefit of which we formally accept on their behalf.

Please sign and return to us the duplicate of this engagement letter to indicate that it is in accordance with your understanding of the arrangements for this engagement.

Yours faithfully

## Appendix 5 - Documents relating to the audit risk analysis

**Purpose:** This document summarizes the risk assessment performed for the assessment of compliance with each audited obligation or commitment, including the assessment of inherent risks, control risks and detection risks for each audited obligation (i.e., each Sub article).

### DSA Risk Assessment Requirements

- 1) The audit report shall include a substantiated audit risk analysis performed by the auditing organization for the assessment of the Audited Service's compliance with each audited obligation or commitment.
- 2) The audit risk analysis shall be carried out prior to the performance of audit procedures and shall be updated during the performance of the audit, in the light of any new audit evidence which, according to the professional judgement of the auditing organization, materially modifies the assessment of the audit risk.
- 3) The audit risk analysis shall consider:
  - a. inherent risks;
  - b. control risks;
  - c. detection risks.

#### Detection Risk

The risk that **the audit provider does not detect a misstatement** that is relevant for the assessment of the audited provider's compliance with an audited obligation or commitment

#### Inherent Risk

The risk of **non-compliance intrinsically related to the nature, the design, the activity, and the use of the audited service**, as well as the context in which it is operated, and the risk of non-compliance related to the nature of the audited obligation or commitment.



**Misstatement** — an intentional or unintentional omission, misrepresentation or error in the declarations or data reported or provided by the audited provider to the audit provider, or in the testing environment made available by the

#### Control Risk

The risk that a **misstatement is not prevented, detected and corrected in a timely manner by means of the audited provider's internal controls**.

*Source: definition from Article 2 in Delegated Regulation*

- 4) The audit risk analysis shall be conducted considering:
  - a. the nature of the Audited Service and the societal and economic context in which the Audited Service is operated, including probability and severity of exposure to crisis situations and unexpected events;
  - b. the nature of the obligations and commitments;
  - c. other appropriate information, including:
    - where applicable, information from previous audits to which the Audited Service was subjected;
    - where applicable, information from reports issued by the European Board for Digital Services or guidance from the Commission, including guidelines issued pursuant to Article 35(2) and (3) of Regulation (EU) 2022/2065, and any other relevant guidance issued by the Commission with respect to the application of Regulation (EU) 2022/2065;

- where applicable, information from audit reports published pursuant to Article 42(4) of Regulation (EU) 2022/2065 by other providers of very large online platforms or of very large online search engines operating in similar conditions or providing similar services to the Audited Service.

## Overview

Risk assessment procedures were performed to help identify risks of material misstatement and plan out the nature, timing, and extent of our audit procedures.

### **Risk Assessment Steps performed:**

1. *We obtained an understanding of the systems and processes (and related controls) put in place to comply with the Specified Requirements and other engagement circumstances*

Understanding the subject matter is key to planning and executing an effective engagement. We obtain our understanding during planning and update it throughout the performance of the engagement to the extent that changes affect our overall engagement strategy or the nature, timing, and extent of our procedures.

### **We obtained an understanding sufficient to:**

- Enable us to identify and assess the risks of material misstatement.
- Provide a basis for designing and performing procedures to respond to the assessed risks and to obtain reasonable assurance to support our opinion.

Information obtained to inform the audit risk analysis:

Described in Article 9	Information obtained, included, but not limited to:
the nature of the Audited Service and the societal and economic context in which the Audited Service is operated, including probability and severity of exposure to crisis situations and unexpected events.	Information from Audited Service (website, voice-over, annual report, trust, and safety reports) The transparency reports Systemic Risk Assessment
the nature of the obligations and commitments in Chapter 3 of the DSA;	Any documentation by the Audited Service concerning the scope The Audited Services' risk assessment per article, including flowcharts The audit risk and control framework
other appropriate information, including, where applicable, information from previous audits to which the Audited Service was subjected;	Requests for Information (RFIs) and the responses to the RFIs Internal audit reports concerning the DSA or covering topics in the DSA (e.g., content moderation) Relevant future case-law concerning DSA
other appropriate information, including, where applicable, information from reports issued by the European Board for Digital Services or guidance from the Commission, including guidelines issued pursuant to Article 35(2) and (3) of Regulation (EU) 2022/2065, and any other relevant guidance issued by the Commission with respect to the application of Regulation (EU) 2022/2065;	None Identified

Described in Article 9	Information obtained, included, but not limited to:
other appropriate information, including, where applicable, information from audit reports published pursuant to Article 42(4) of Regulation (EU) 2022/2065 by other providers of very large online platforms or of very large online search engines operating in similar conditions or providing similar services to the Audited Service.	Certain published reports from other providers operating in similar conditions or providing similar services (e.g., published transparency reports, DSA audit reports, etc.)

**2. We determined whether the risk factors we identify are inherent risks that may give rise to risks of material misstatement associated with the subject matter. We obtained an understanding by performing procedures, including reviews of relevant information, inquiries, data analytics, observations, and inspections.**

We obtained an understanding of how management prepares certain information, such as their risk assessment to comply with Article 34. We also obtain an understanding of management's process for determining the risks that would prevent the Specified Requirements from being achieved, and for designing and implementing processes and controls to address those risks. The Audited Service has a formal risk assessment process to comply with Article 34, and other requirements.

We obtained an understanding of the components of the system of internal control at the entity level is an important step in performing our risk assessment procedures, as it helped us identify events and conditions that may have a pervasive effect on the susceptibility of the subject matters of our report to misstatement, either due to fraud or error. We obtained an understanding how SHEIN's system of internal control operates at the entity level, including:

- Control environment
- Monitoring activities
- Managements risk assessment process

**3. For each obligation, we assessed inherent, control and detection risks**

See below for the determination of inherent, control and detection risks.

#### 4. Revision of Risk Assessment

In some instances, our assessment of the risks of material misstatement changed during the engagement as additional evidence is obtained. In circumstances in which we obtain evidence from performing further procedures, or when new information is obtained, either of which is inconsistent with the evidence on which we originally based the assessment, we revised the assessment and modify the planned procedures accordingly.

#### Assessment of Risk of each audited Obligation or Commitment

Overview of Risk assessment (addressing Section 4):

Article	Inherent Risk Rating	Control Risk Rating	Risk Classification	Detection Risk Rating <sup>2</sup>	Audit Risk Rating
11	Low	Medium	Low	Medium	Low
12	Low	Medium	Low	Medium	Low
13	n/a	n/a	n/a	n/a	n/a
14	Low	Medium	Low	Medium	Low
15	Medium	High	Medium	Low	Low
16	Medium	High	Medium	Low	Low
17	Low	High	Medium	Low	Low
18	Medium	High	Medium	Low	Low
19	n/a	n/a	n/a	n/a	n/a
20	Medium	High	Medium	Low	Low
21	Low	Medium	Low	Medium	Low
22	Low	High	Medium	Low	Low
23	Medium	High	Medium	Low	Low
24	Medium	High	Medium	Low	Low
25	Medium	High	Medium	Low	Low
26	n/a	n/a	n/a	n/a	n/a
27	Medium	High	Medium	Low	Low
28	Low	High	Medium	Low	Low
29	n/a	n/a	n/a	n/a	n/a
30	Medium	High	Medium	Low	Low
31	Medium	High	Medium	Low	Low
32	Medium	High	Medium	Low	Low
33	n/a	n/a	n/a	n/a	n/a
34	Medium	High	Medium	Low	Low
35	Medium	High	Medium	Low	Low
36	Low	Medium	Low	Medium	Low
37	Low	Medium	Low	Medium	Low
38	Medium	High	Medium	Low	Low
39	n/a	n/a	n/a	n/a	n/a
40	Low	High	Medium	Low	Low
41	Medium	Medium	Low	Medium	Low
42	Medium	High	Medium	Low	Low
43	n/a	n/a	n/a	n/a	n/a

<sup>2</sup> Where we were unable to place reliance on controls, our audit approach was based on substantive procedures which were designed in a way to reduce the detection risk to an acceptably low level.

**Appendix 6 - Documents attesting that the auditing organisation complies with the obligations laid down in Article 37(3), point (a), (b), and (c)**

DSA Annex	Illustrative Response
Documents attesting that the auditing organisation complies with the obligations laid down in Article 37(3), point (a) of Regulation (EU) 2022/2065.	<p>We have complied with the independence and other ethical requirements of the Accounting and Corporate Regulatory Authority (ACRA) Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities (ACRA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.</p> <p>Additionally, pursuant to Article 37(3)(a), we confirm that we have not performed non-audit services related to the subject matter of this engagement. Further, we confirm that this is our first year as auditor of the DSA for <b>Infinite Styles Services, Co. Ltd.</b> Lastly, we confirm that we are not receiving a contingent fee based on the outcome of this audit.</p>
Documents attesting that the auditing organisation complies with the obligations laid down in Article 37(3), point (b) of Regulation (EU) 2022/2065.	<p>In compliance with Article 37(3)(b), we conclude that we have the requisite knowledge, skills, and professional diligence under <b>SSAE 3000</b>. We have applied these professional standards throughout the course of our engagement.</p>
Documents attesting that the auditing organisation complies with the obligations laid down in Article 37(3), point (c) of Regulation (EU) 2022/2065.	<p>We have complied with the <b>independence and other ethical requirements</b> of the Accounting and Corporate Regulatory Authority (ACRA) <i>Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities</i> (ACRA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.</p> <p>We applied the Singapore Standard on Quality Management (<b>SSMQ 1</b>) and accordingly maintained a comprehensive system of quality management including documented policies and procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements.</p>

## Appendix 7 – Definitions

For purposes of this assurance report the following terms have the meanings attributed below:

Term	Definition	Source <sup>A</sup>
<b>Assurance engagement</b>	An engagement in which a practitioner aims to obtain sufficient appropriate evidence to express a conclusion designed to enhance the degree of confidence of the intended users other than the [VLOP] about the subject matter information (that is, the outcome of the measurement or evaluation of an underlying subject matter against criteria).	B
<b>Audit criteria</b>	The criteria against which the auditing organisation assesses compliance with each audited obligation or commitment	A
<b>Audit evidence</b>	Any information used by an auditing organisation to support the audit findings and conclusions and to issue an audit opinion, including data collected from documents, databases or IT systems, interviews or testing performed.	A
<b>Audited obligation or commitment</b>	An obligation or commitment referred to in Article 37(1) of Regulation (EU) 2022/2065 which forms the subject matter of the audit. Unless noted otherwise, each sub article is an audited obligation or commitment.	A
<b>Auditing organisation</b>	An individual organisation, a consortium or other combination of organisations, including any sub-contractors, that the audited provider has contracted to perform an independent audit in accordance with Article 37 of Regulation (EU) 2022/2065	A
<b>Auditing procedure</b>	Any technique applied by the auditing organisation in the performance of the audit, including data collection, the choice and application of methodologies, such as tests and substantive analytical procedures, and any other action taken to collect and analyse information to collect audit evidence and formulate audit conclusions, not including the issuing of an audit opinion or of the audit report	A
<b>Audited provider</b>	The provider of an audited service which is subject to independent audits pursuant to Article 37(1) of that Regulation	A
<b>Audit risk</b>	The risk that the auditing organisation issues an incorrect audit opinion or reaches an incorrect conclusion concerning the audited provider's compliance with an audited obligation or commitment, considering detection risks, inherent risks and control risks with respect to that audited obligation or commitment	A
<b>Audited service</b>	A very large online platform or a very large online search engine designated in accordance with Article 33 of Regulation (EU) 2022/2065	A
<b>Control risk</b>	The risk that a misstatement is not prevented, detected and corrected in a timely manner by means of the audited provider's internal controls.	A
<b>Detection risk</b>	The risk that the auditing organisation does not detect a misstatement that is relevant for the assessment of the audited provider's compliance with an audited obligation or commitment.	A
<b>Engagement risk</b>	The risk that the practitioner expresses an inappropriate conclusion when the subject matter information is materially misstated.	B
<b>Audit Period</b>	The period in scope of the assurance engagement.	B
<b>Evidence</b>	Information used by the practitioner in arriving at the practitioner's conclusion. Evidence includes both information contained in relevant information systems, if any, and other information.	B
<b>Inherent risk</b>	The risk of non-compliance intrinsically related to the nature, the design, the activity and the use of the audited service, as well as the context in which it is operated, and the risk of non-compliance related to the nature of the audited obligation or commitment;	A

Term	Definition	Source <sup>Δ</sup>
<b>Intended users</b>	The individual(s) or organization(s), or group(s) thereof that the practitioner expects will use the assurance report.	B
<b>Internal control</b>	Any measures, including processes and tests, that are designed, implemented and maintained by the audited provider, including its compliance officers and management body, to monitor and ensure the audited provider's compliance with the audited obligation or commitment.	A
<b>Materiality threshold</b>	The threshold beyond which deviations or misstatements by the audited provider, individually or aggregated, would reasonably affect the audit findings, conclusions and opinions.	A
<b>Misstatement</b>	A difference between the subject matter information and the appropriate measurement or evaluation of the underlying subject matter in accordance with the criteria. Misstatements can be intentional or unintentional, qualitative or quantitative, and include omissions.	B
<b>Practitioner</b>	The individual(s) conducting the engagement (usually the engagement partner or other members of the engagement team, or, as applicable, the firm).	B
<b>Professional judgment</b>	The application of relevant training, knowledge, and experience, within the context provided by assurance and ethical standards, in making informed decisions about the courses of action that are appropriate in the circumstances of the engagement.	B
<b>Professional scepticism</b>	An attitude that includes a questioning mind, being alert to conditions which may indicate possible misstatement, and a critical assessment of evidence.	B
<b>Reasonable assurance engagement</b>	An assurance engagement in which the practitioner reduces engagement risk to an acceptably low level in the circumstances of the engagement as the basis for the practitioner's conclusion. The practitioner's conclusion is expressed in a form that conveys the practitioner's opinion on the outcome of the measurement or evaluation of the underlying subject matter against criteria.	B
<b>Specified requirements</b>	The individual DSA commitments (i.e., sub-articles) that are applicable that have been subjected to auditing procedures.	B
<b>Subject matter</b>	The phenomenon that is measured or evaluated by applying criteria.	B
<b>Subject matter information</b>	The outcome of the measurement or evaluation of the underlying subject matter against the criteria, i.e., the information that results from applying the criteria to the underlying subject matter.	B
<b>Substantive analytical procedure</b>	An audit methodology used by the auditing organisation to assess information to infer audit risks or compliance with the audited obligation or commitment.	A
<b>Test</b>	An audit methodology consisting in measurements, experiments or other checks, including checks of algorithmic systems, through which the auditing organisation assesses the audited provider's compliance with the audited obligation or commitment.	A
<b>Vetted researcher</b>	A researcher vetted in accordance with Article 40(8) of Regulation (EU) 2022/2065.	A

Δ Sources:

A - Delegated Act, Article 2

B - SSAE 3000 (Revised), Assurance Engagements Other than Audits or Reviews of Historical Financial Information