



Terms of Service

2023

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Table of contents



1. Definitions	3
2. Purpose and scope	4
3. Acceptance and amendment	4
3.1.Acceptance	4
3.2.Amendment of the Terms of Service and evolution of the Services	5
4. Essential characteristics of the Services	5
4.1.NFT Utilities issuance	5
4.2.Marketplace	5
4.3.Giveaways	5
5. Financial terms	6
6. Tropee's commitments	6
7. User's commitments	6
7.1.Use of the Platform	6
7.2.Intellectual property	6
7.3.NFT Utilities	6
7.4.Giveaways	7
7.5.Professional Creators	7
8. Liability	7
8.1.Tropee's liability	7
8.2.Users liability	7
9. Duration, suspension and termination	8
9.1.Duration of the Terms of Service	8
9.2.Suspension	8
9.3.Termination	8
10. Intellectual property	8
10.1.On the Platform	8
10.2.On the NFTs	8
11. Miscellaneous	9



11.1.Nullity	9
11.2.Assignment	9
12. Disputes and mediation	9
12.1.Disputes	9
12.2.European Union Commission's mediation service	9
13. Governing Law and Jurisdiction	9

1. Definitions

Where drafted in upper case, whether written in singular or plural, the following definitions are applicable to the entire Terms of Service.

Blockchain	refers to permissionless and decentralized protocol supporting a distributed ledger and allowing transfer of crypto assets and data, e.g., the Ethereum and Polygon blockchain.
Collector	refers to any natural or legal person holding NFT from an NFT Collection and claiming NFT Utilities on the Platform.
Creator	refers to any natural or legal person holding NFT from an NFT Collection and using the Platform to associate utilities to an NFT Collection.
Crypto-asset	refers to any kind of fungible digital asset operating on a Blockchain, such as a (i) utility token or (ii) a virtual currency designed to work as a medium of exchange (e.g., bitcoins, ethers).
Marketplace	refers to the digital marketplace, including all of its functionalities, operated by Tropee and accessible through the Platform.
NFT	refers to tokens complying with the ERC-721 standard and/or the ERC-1155 standard or other similar “non-fungible” token standard stored on a Blockchain.
NFT Collection	refers to a series of NFTs which belong to the same collection, e.g., by having similar attributes or sold in a unique <i>drop</i> .
NFT Utilities	refers to the digital and/or physical utilities associated with an NFT Collection, through the Platform.
Parties	refers to the Users and Tropee.
Platform	refers to Tropee's website and digital marketplace available at tropee.com , including all its subdomains.



Policies	refers to all Tropee's terms and policies regulating the Platform and the Services, including the Terms of Use, the Terms of Service and the Complaint Policy.
Secondary Market	refers to the secondary market where NFT Utilities may be traded between Collectors and/or third-parties either on the Marketplace or on third-party services.
Services	refers to the intermediation services performed by Tropee, as described in these Terms of Service.
Terms of Service	refers to these terms and conditions of service.
Third-Party Service	refers to any service operated on the Platform by a third-party.
Tropee	refers to Tropee SAS, as identified in the legal notice.
User	refers to all any natural or legal person using the Services.
Wallet	refers to a User's personal and non-custodial digital wallet, holding the Collector or Creator's NFTs.

2. Purpose and scope

1. The purpose of these Terms of Service is to define the conditions under which the Services are provided by Tropee to Users. The purpose of the Services is to provide a Platform to facilitate the association of NFT Utilities with an NFT Collection.
2. For the provision of the Services, Tropee acts solely as an intermediary between Creators and Collectors. Consequently, the Terms of Service do not govern any relationship of any kind (e.g., contractual) that may arise (i) between Collectors and (ii) between Collectors and Creators.
3. Before using the Services, Users must read and accept the Terms of Use, which govern their access and their use of Platform. In case of a contradiction between the Terms of Use and the Terms of Service, the Terms of Service must prevail.
4. As to Creators, the Terms of Service may be completed by specific terms. In such a situation and in case of contradiction between the Terms of Service and specific terms, the specific terms shall prevail.

3. Acceptance and amendment

3.1. Acceptance

5. In order to be able to use the Services, Users agree to read and fully and unconditionally accept these Terms of Service, which apply to any use of the Services.
6. These Terms of Service are accessible at any time on the Platform. Users should read these Terms of Service carefully before accepting them.



7. Each User acknowledges that he/she has, in his/her country, the capacity to contract with Tropee, and declares that he/she has read and accepted without restriction or reservation the Terms of Service by signing with your Crypto-asset Wallet on the Platform.

3.2. Amendment of the Terms of Service and evolution of the Services

8. In order to improve their features and quality, Tropee may regularly modify the Platform and the Services. In particular, Tropee may add, remove or replace certain functions at any time.
9. Therefore, Tropee may modify the Terms of Service from time to time. Users will be informed of changes fifteen (15) days before the new version comes into force.
10. During this period, any User may terminate the Terms of Service, by any means (e.g., by sending an email), provided that he/she completes any commitment to which he/she has already agreed.
11. Termination of the Terms of Service by a User shall not give rise to any compensation.

4. Essential characteristics of the Services

12. The Services provided by Tropee may evolve from time to time as Tropee may add, remove or delete certain functionalities of the Services.

4.1. NFT Utilities issuance

13. Tropee acts as an intermediary between Users by offering a technology facilitating the association of NFT Utilities to NFT Collection. More information about the creation of NFT Utilities may be found on the Platform.
14. On the Platform, Collectors may buy NFT Utilities to Creators. Although Tropee operates the Platform, Collectors understand that they acquire NFT Utilities directly from Creators, and not from Tropee.
15. Collectors may also trade, sell or exchange NFT Utilities on the Secondary Market, in which case the Company will perceive some royalty fees (see Section 5).

4.2. Marketplace

16. Tropee operates the Marketplace which is a peer-to-peer service enabling Users to buy and sell their NFT Utilities on a digital Marketplace.
17. Users holding NFT Utilities have the ability to sell them throughout the Marketplace in accordance with the conditions set forth above and with the procedures set out on the Platform.

4.3. Giveaways

18. Tropee offers the ability to Users to create contests and giveaways, by which organizers offer rewards to participants who perform certain actions. The participation in giveaways is always free. More information on the set up of giveaways can be found on the [dedicated page](#) of the Platform.
19. Operators of contests and giveaways must complete and publish giveaways terms and conditions in order to be listed on the Platform.
20. Users understand that Tropee only provides the technology facilitating the creation of contests and giveaways but is not the organizer of such offers.



5. Financial terms

21. Unless otherwise specifically agreed between the Creator and Tropee, and in consideration of the Services, Tropee shall be entitled to a fee based on all the royalties perceived by the Creator on secondary sales of the NFT Utility.

6. Tropee's commitments

22. Tropee undertakes to perform its obligations with the care normally expected from a professional in his professional field and to comply with the professional customs in force.
23. Tropee will make its best efforts to make the Services and the Platform available to the Users and ensure its accessibility and proper operation.
24. Tropee undertakes to implement all the necessary means to ensure the best delivery of the Services provided. However, Tropee can only be bound by an obligation of best endeavor.
25. While Tropee may have a contractual relationship with the Creator, Tropee is not making any claim about the legitimacy, authenticity, seriousness, professionalism of Creators and the NFT Utility they intend to sell nor on the intellectual property rights attached to the NFT Collection, the legal qualification of the NFTs or any other claim, in particular legal claim, as to the NFT Collection and NFT Utility.
26. Also, while Tropee provides a smart contract for the creation of the NFT Utility, Tropee is not subject to any duty to advise the Creator regarding the choices made in relation to the NFT Utility, in particular (i) choices regarding the selection and programming of the functionalities related to the NFT Utility and (ii) choices of the attributes related to the NFT Utility, the Creator being solely responsible for the creation of the NFT Utility and its content.

7. User's commitments

7.1. Use of the Platform

27. Users agree and guarantee to comply with the Terms of Use of the Platform.
28. Moreover, Users must use the Services in accordance with its intended purpose and objective and refrain from all acts infringing Tropee's rights and financial interests, whether commercial or legal.

7.2. Intellectual property

29. Creators represent and warrant to be the rightful owner or licensee of the NFT Collection and that the NFT Utility (i) do not infringe or misappropriate any copyright, *droit d'auteur*, patent, trade secret, trademark, intellectual property rights or other proprietary right held by any third party and is free of any lien, claim or encumbrance (ii) it has and will have all the necessary rights to create such an NFT Utility.

7.3. NFT Utilities

30. Creators undertake to perform their obligations with the care normally expected and to comply with the customs in force.
31. Users understand and agree that Creators are solely responsible for the correct provision and performance of the NFT Utility.



32. When Collectors claim one or several NFT Utilities from one NFT Collection, they acknowledge the technological, contractual and economical fundamental uncertainties of the promises and the claims made by the Creator on the roadmap, the website, the terms and conditions or any other document or information associated with the NFT Utility.

7.4. Giveaways

33. Operators of contests and giveaways undertake to comply with all applicable laws and with the giveaway terms and conditions.
34. They understand and agree that they are solely responsible for the correct performance of the contest or giveaway. They must not communicate in a way that might suggest that the operations are sponsored, endorsed, verified or otherwise validated in any way by Tropee.

7.5. Professional Creators

35. Creators acting within the scope of the professional activities must comply with consumer law, including by communicating to Collectors their own terms and conditions for the provision of the NFT Utility.
36. Professional Creators are solely responsible for the proper completion of all administrative, fiscal and social formalities and for all payments of contributions, taxes or duties of any kind that they are responsible for, where applicable, in connection with their use of the Services.
37. They are also responsible for complying with the regulations applicable to the contractual relationship to which they are a party.

8. Liability

8.1. Tropee's liability

38. Users accept the security risks inherent in the provision of information, online trading on the internet and experimental technologies such as Blockchains and NFTs, and agree that Tropee shall not be liable for any breach of security unless caused by a gross negligence of Tropee.
39. Tropee may only be obliged to the reparation of direct and foreseeable damages caused by a breach related to the provision of the Platform. Consequently, Tropee will not, in any circumstance, be held liable for any other damages and losses suffered by the User, in particular indirect damages (including but not limited to, earning or profit losses, commercial damages, the consequences of complaints, actions, claims of third parties against the User).
40. Where Tropee's liability may be established, for any reason and under any legal ground held or invoked, for all types of damages combined or cumulated, Tropee's liability will expressly be limited and will not, in any event, exceed 75% of the total amount paid by the User to Tropee.
41. Some jurisdictions do not allow the exclusion of implied warranties in consumer contracts, therefore some or all of the above exclusions may not apply to all Users.

8.2. Users liability

42. Users guarantee Tropee against any complaints, claims, actions and/or demands that Tropee may suffer as a result of the User's breach of any of his/her obligations under these Terms of Service. The User undertakes to indemnify Tropee for any damage suffered as a result of such a breach.



9. Duration, suspension and termination

9.1. Duration of the Terms of Service

43. The Terms of Service are entered into for an indefinite term. The Terms of Service shall stay in force as long as the User accesses and uses the Platform or the Services.

9.2. Suspension

44. If a User is in breach of any one of his commitments under the Terms of Service, Tropee may, temporarily and without prior notice, suspend access to the Platform and the Services.
45. After an investigation period, during which Tropee shall, if applicable, verify the truth of the alleged violations, access to the Platform and/or to all of the Services, may be restored, or the Terms of Service may be terminated in accordance with the terms below.

9.3. Termination

46. Users may terminate these Terms of Service at any time by sending an email to the following email address: team@tropee.com. After doing so, Users shall not access the Platform and use the Services, unless they accept the Terms of Service again.
47. In the event of a change in the applicable regulations and the interpretation made thereof by the relevant regulatory authority, affecting the capacity of Tropee or its employees to execute the Services, the Terms of Service will automatically be terminated.
48. Without prejudice to any other action, Tropee may terminate these Terms of Service and block the User's access to the Platform in case of material breach of these Terms of Service and in particular in case of a breach of the sections entitled "User's Commitments" and "Intellectual Property".
49. Users undertake to fully perform their obligations undertaken prior to the termination of the Terms of Service.
50. Termination of the Terms of Service shall not result, in any event, in any compensation from Tropee to a User.

10. Intellectual property

10.1. On the Platform

51. Tropee's rights on the Platform and the Services are set out in the Terms of Use.

10.2. On the NFTs

52. Except as expressly provided by the Creator, the claim of an NFT Utility by a Collector does not confer any more rights on the NFT Collection than the Collector already owns.
53. Tropee does not own any intellectual property rights on the NFT Collections, except as provided below.
54. In order to use the Platform, Users grant to Tropee a worldwide, transferable, non-exclusive license to display on the Platform the file associated with the NFT Utility and all content published on the Platform by Users, for commercial purposes and for the entire duration of these Terms of Service. All rights that are not expressly given to Tropee by the User under those Terms of Service are retained by the User.



11. Miscellaneous

11.1.Nullity

55. If any provision of the Terms of Service is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of these Terms of Service will not be affected thereby as well as compliance with the Terms of Service.

11.2.Assignment

56. Users may not assign or transfer the Terms of Service to a third party without the prior written consent of Tropee.
57. In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of Tropee's assets or (ii) any operation entailing a direct or indirect change of control affecting Tropee, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users.

12. Disputes and mediation

12.1.Disputes

58. Any dispute in relation to the use of the Platform and the Services shall be submitted to Tropee by sending an email to team@tropee.com.
59. It is recalled that Tropee is acting as a digital intermediary while providing the Platform. Therefore, any complaint, dispute or claim in relation to NFT Utilities should be directed to the Creator of such Utility.

12.2.European Union Commission's mediation service

60. In compliance with article L.616-2 of the French Consumer Code, Users having the status of consumers are informed that they may use the EU Commission's mediation service, which has the purpose of collecting claims from EU consumers and transmit their cases to national mediators.
61. This service may be accessed through the following link: ec.europa.eu/consumers/odr/.

13. Governing Law and Jurisdiction

62. The Terms of Service are governed by and interpreted according to French laws, except French conflict-of-law rules, unless, if you are a resident of the European Union, consumer rules in your country contain more favorable provisions, in which case such provisions apply.
63. Unless otherwise provided by the law, any conflict or dispute related to the validity, the interpretation, performance, and/or termination of the Terms of Service must be submitted to the exclusive jurisdiction of the Paris courts.
64. Non-professional EU residents may submit any dispute related to the Terms of Service in the jurisdiction where they were living at the moment of the acceptance of the Terms of Service or in the jurisdiction where the damage occurred.



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Table of contents

Table of contents	2
1. Definitions	3
2. Purpose and scope	3
3. Acceptance and amendment	4
3.1.Acceptance	4
3.2.Amendment of the Terms of Use	4
4. Tropee's operation of the Platform	4
5. User's commitments	4
5.1.Prerequisites to use the Platform	4
5.2.Appropriate use and behavior on the Platform	5
6. Prohibition of illicit content and notifications	5
6.1.Illicit content	5
6.2.Dissemination of terrorist content online	6
6.3.Notification and claims	6
7. Tropee's liability	6
7.1.For the Platform's operation	6
7.2.For User's content	7
8. Duration, suspension and termination	7
8.1.Duration of the Terms of Use	7
8.2.Suspension	7
8.3.Termination	7
9. Hyperlinks	8
10. Intellectual property	8
11. Miscellaneous	8
11.1.Nullity	8
11.2.Assignment	8
12. Disputes and mediation	9



12.1.Disputes	9
12.2.European Union Commission’s mediation service	9
13. Governing Law and Jurisdiction	9

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Crypto-asset	refers to any kind of fungible digital asset operating on a Blockchain, such as a (i) utility token or (ii) a virtual currency designed to work as a medium of exchange (e.g., bitcoins, ethers).
NFT	refers to tokens complying with the ERC-721 standard and/or the ERC-1155 standard or other similar “non-fungible” token standard stored on a Blockchain.
Parties	refers to the Users and Trophee.
Platform	refers to Trophee’s website and digital marketplace available at tropee.com , including all its subdomains.
Policies	refers to all Trophee’s terms and policies regulating the Platform and the Services, including the Terms of Use and the Terms of Service.
Services	refers to the intermediation services described in the Terms of Service.
Trophee	refers to Trophee SAS, a simplified joint-stock company, registered with the trade and companies register of Bobigny under number 884 482 332, with registered offices located 95 avenue du Président Wilson, 93100 Montreuil, France.
User	refers to all any natural or legal person accessing the Platform.
Wallet	refers to a User’s personal and non-custodial digital wallet, holding the User’s NFTs.

2. Purpose and scope

1. The purpose of the Terms of Use is to define the conditions under which the Platform may be accessed and used securely and define the commitments of Users in this context.



3. Acceptance and amendment

3.1. Acceptance

2. In order to be able to use the Services, Users agree to read and fully and unconditionally accept these Terms of Use, which apply to any use of the Services and the Platform.
3. These Terms of Use are accessible at any time on the Platform and will prevail over any other version or any other contradictory document. Users should read these Terms of Use carefully before accepting them.
4. Each User acknowledges that he/she has, in his/her country, the capacity to contract with Tropee, and declares that he/she has read and accepted without restriction or reservation the Terms of Use by signing with his/her Crypto-asset Wallet on the Platform.

3.2. Amendment of the Terms of Use

5. In order to improve the features and quality of the Platform, Tropee may add, remove or replace certain functions at any time.
6. Therefore, Tropee may modify the Terms of Use from time to time. Users will be informed of changes fifteen (15) days before the new version comes into force.
7. During this period, any User may terminate the Terms, by any means (e.g., by sending an email), provided that he/she completes any commitment to which he/she has already agreed.
8. Termination of the Terms of Use by a User shall not give rise to any compensation.

4. Tropee's operation of the Platform

9. Tropee will make its best efforts to make the Platform available to the Users and ensure its accessibility and proper operation.
10. To this end, Tropee undertakes to ensure that the Platform is accessible 24/7, except in the event of force majeure or unforeseeable and unavoidable behavior on the part of a third party and subject to potential breakdowns, maintenance interventions and updates required for the proper operation of the Platform.
11. Due to the specific characteristics of the internet and telecommunications networks, Tropee cannot guarantee the continuous availability of the Platform.

5. User's commitments

12. In return for Tropee's commitment to provide and operate the Platform, Users must make the below commitments to Tropee.

5.1. Prerequisites to use the Platform

13. In order to access and use the Platform:
 - Users must be at least 13 years old;
 - If under 18 years old and not emancipated, Users must have obtained a parent or legal guardian authorisation and supervision;
 - Users must have the capacity to enter into an agreement with Tropee and as the case may be, with other Users, in accordance with the laws of the country in which they are located;



- Users not be prohibited from receiving any aspect of Tropee's Service under applicable laws; and
- Tropee must not have previously prohibited the User's use of the Platform for violation of law or any of the Policies.

5.2. Appropriate use and behavior on the Platform

14. Users agree and guarantee:

- To comply with the laws and regulations in force in the country in which they are located and to refrain from disrupting public order and to avoid violating any legislative or regulatory provisions;
- To refrain from all kind of fraudulent activities;
- To provide information that is truthful, accurate and free from error when interacting in and with the Platform and the Services, to keep this information up-to-date throughout their time using the Platform and the Services and to publish content that meets these same requirements;
- To use the Platform and the Services in accordance with its intended purpose and objective.

15. Users understand and accept that the following acts are strictly prohibited:

- Any behavior that disrupts, suspends, slows or prevents the continuity of the Platform and Services;
- The publication of illicit content, including as defined in section 6 below;
- Any intrusion or attempted intrusion into Tropee's information systems;
- Any action placing a disproportionate load on Tropee's digital infrastructures;
- Any infringement of the security and authentication measures;
- Any copying and/or misappropriation of the Platform and/or Tropee's digital infrastructure;
- More generally, any practice of misusing the Platform, for purposes other than those for which it was designed.

6. Prohibition of illicit content and notifications

6.1. Illicit content

16. Tropee cares about providing a positive and safe environment. In order to guarantee such a secure Platform and community, Users must refrain from publishing illicit content and in particular content:

- Making the apology of crimes against humanity;
- Inviting to commit acts of terrorism or their apology;
- Encouraging racial hate or hate against individuals because of their gender, their sexual orientation or identity or their handicap;
- Of child pornography, content encouraging violence, in particular encouraging sexist or sexual violence and content against human dignity;
- Having a violent or pornographic character;
- Aimed at attacking legal or natural persons, in particular defamatory content and insults;
- Against public order or good morals;
- Infringing any kind of intellectual property rights.



6.2. Dissemination of terrorist content online

17. The European Regulation on addressing dissemination of Terrorist Content Online (TCO) number 2021/784 of 29 April 2021 provides reasons for considering material to be terrorist content which are that such material:
 - Incites others to commit terrorist offenses, such as by glorifying terrorist acts, by advocating the commission of such offenses;
 - Solicits others to commit or to contribute to the commission of terrorist offenses;
 - Provides instruction on the making or use of explosives, firearms or other weapons, or noxious or hazardous substances, or on other specific methods or techniques for the purpose of committing or contributing to the commission of terrorist offenses; or
 - Constitutes a threat to commit a terrorist offense.
18. Such content must be reported following the specific notification procedures set out below. Upon reception of a User's or an authority's notification, Tropee will identify the author of the content and its localization on the Platform, in order to immediately remove such content or disable access to it.
19. When removing access to the content in response to a report under TCO, Tropee will inform the User or the authority who notified the content and the person who posted the content of Tropee's decision and the reasons for that decision. Tropee may provide information related to the notifying party's request to the person who posted the content.

6.3. Notification and claims

20. Any User having the knowledge of an illicit content must use the functionalities available on the Platform in order to notify such illicit content to Tropee. Users can also send an email to the following address: team@tropee.com.
21. Tropee also has teams and systems in order to fight against abuse and violations of the Policies and against all harmful and illicit behavior and content.

7. Tropee's liability

7.1. For the Platform's operation

22. Users expressly understand and agree that access to the Platform is at the User's own risk, and that the Platform is provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, except as otherwise provided by law.
23. To the fullest extent permitted by law, Tropee does not represent or warrant that (i) access to or use of the Services or the Platform will be uninterrupted, timely, secure or error-free; (ii) data provided by the Services or on the Platform will always be accurate; (iii) the Platform is free of malware or other harmful components.
24. In particular, unless otherwise provided by law or regulation, Tropee shall not be held liable for:
 - Breakdowns or malfunctions of the Platform or Services lasting less than 24 hours or that are not the responsibility of Tropee;
 - Any technical difficulty related to the underlying Blockchain, in particular in case of congestion, dysfunction, fork or any other technical trouble related to the underlying Blockchain;



- Data or NFTs losses of Users not being imputable to Tropee, in particular, but not exclusively, in the event of hacking or phishing of the User's Wallet, due to negligence in the security of its credentials;
 - An unusual or illegal use of the Services by a third party or by a User;
 - Harmful or unintended consequences of the operation of third party services;
 - A malfunction or cyberattack;
 - Any case of force majeure, within the meaning of Article 1218 of the French Civil Code, including a failure of the blockchain protocol used to run the Services.
25. Some jurisdictions do not allow the exclusion of implied warranties in consumer contracts, therefore some or all of the above exclusions may not apply to all Users.

7.2. For User's content

26. Throughout the Platform, Tropee makes available to the public an information society service within the meaning of Directive 2000/31/CE of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce), also called intermediary service within the meaning of Regulation 2022/2065 of 19 October 2022 on a single market for digital services (Digital Services Act).
27. Consequently, Tropee shall not be liable in the event of illicit content published on the Platform that would violate applicable legislative or regulatory provisions or that would cause any prejudice to a User or a third party, unless Tropee is notified of such illicit content under the conditions set out in section 6.

8. Duration, suspension and termination

8.1. Duration of the Terms of Use

28. The Terms of Use are entered into for an indefinite term. The Terms of Use shall stay in force as long as the User accesses and uses the Platform or the Services.

8.2. Suspension

29. If a User is in breach of any one of his commitments under the Terms of Use, Tropee may, temporarily and without prior notice, suspend access to the Platform and the Services.
30. After an investigation period, during which Tropee shall, if applicable, verify the truth of the alleged violations, access to the Platform and/or to all of the Services, may be restored, or the Terms of Use may be terminated in accordance with the terms below.

8.3. Termination

31. Users may terminate these Terms of Use at any time by sending an email to the following email address: team@tropee.com. Termination of the Terms of Use will automatically induce the termination of the Terms of Service for the concerned User.
32. After doing so, Users shall not access the Platform and use the Services, unless they accept the Terms of Use and the Terms of Service again.
33. In the event of a change in the applicable regulations and the interpretation made thereof by the relevant regulatory authority, affecting the capacity of Tropee or its employees to operate the Platform, the Terms of Use will automatically be terminated.



34. Without prejudice to any other action, Tropee may terminate these Terms of Use and block the User's access to the Platform in case of material breach of these Terms of Use and in particular:
- If the User has used the Platform or the Services to conduct illicit, fraudulent or illegal activities in any manner;
 - If the User has used the Platform or the Services in a manner contrary to its purpose and its normal operation;
 - If the User has used the Platform or the Services in a manner detrimental to the interests of Tropee in any manner.
35. Termination of the Terms of Use shall not result, in any event, in any compensation from Tropee to a User.

9. Hyperlinks

36. The Platform may contain links or content redirecting to third party websites or resources, which may be subject to different terms and conditions and privacy policies.
37. Tropee is not responsible for the content available through such links. The presence of such links does not constitute an endorsement of the third party services by Tropee.

10. Intellectual property

38. The Platform and all its functionalities, the Services, and more broadly any content generated by Tropee are Tropee's sole intellectual property and are protected by all intellectual property rights in force.
39. Access to the Platform or use of the Services does not grant any right of any kind to Users on the Platform or the Services. Any use, reproduction or representation in any form of the Platform, the Services or any Tropee's content without the express written permission of Tropee is strictly prohibited.
40. Users also acknowledge and agree that Tropee is the producer of the database constituted by all the data generated through the Platform and the Services. Any extraction or re-utilisation of this database without the prior written consent of Tropee is strictly prohibited.

11. Miscellaneous

11.1.Nullity

41. If any provision of the Terms of Use is held invalid or void by a modification of legislation, regulation or by a court decision, the remainder of these Terms of Use will not be affected thereby as well as compliance with the Terms of Use.

11.2.Assignment

42. Users may not assign or transfer the Terms of Use to a third party without the prior written consent of Tropee.
43. In the event of (i) a merger by formation of a new company, contribution, partial contribution of assets, merger by acquisition, asset spin-off, or any other operation entailing a universal transfer of Tropee's assets or (ii) any operation entailing a direct or indirect change of control affecting Tropee, the contractual relations will persist without it being necessary to inform or obtain the consent of the Users.



12. Disputes and mediation

12.1. Disputes

- 44. Any dispute in relation to the use of the Platform and the Services shall be submitted to Tropee by sending an email to team@tropee.com.

12.2. European Union Commission's mediation service

- 45. In compliance with article L.616-2 of the French Consumer Code, Users having the status of consumers are informed that they may use the EU Commission's mediation service which has the purpose of collecting claims from EU consumers and transmit their cases to national mediators.
- 46. This service may be accessed through the following link: ec.europa.eu/consumers/odr/.

13. Governing Law and Jurisdiction

- 47. The Terms of Use are governed by and interpreted according to French laws, except French conflict-of-law rules, unless, if you are a resident of the European Union, consumer rules in your country contain more favorable provisions, in which case such provisions apply.
- 48. Unless otherwise provided by the law, any conflict or dispute related to the validity, the interpretation, performance, and/or termination of the Terms of Use must be submitted to the exclusive jurisdiction of the Paris courts.
- 49. Non-professional EU residents may submit any dispute related to the Terms of Use in the jurisdiction where they were living at the moment of the acceptance of the Terms of Use or in the jurisdiction where the damage occurred.



Legal Notice

The platform tropee.com is edited by Tropee SAS, a French simplified joint stock company registered in the trade and companies register of Bobigny under number 884 482 332, with registered offices located 95 avenue du Président Wilson, 93100 Montreuil, France.

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Disclaimer

1. Scope

1. The use of the Services entails several consequences for the Users, which are outlined in the present document (the “**Disclaimer**”).
2. All capitalized terms that are not defined herein shall have the meaning ascribed to them in Tropee’s Terms of Use and Terms of Sale.

2. Acceptance

3. By using the Platform and the Services, Users warrant that they have read and understood the following Disclaimer.
4. In order to be able to use the Services, Users must fully and unconditionally accept this Disclaimer.

3. General understanding of Blockchains and NFTs

5. Accessing the Services requires to fully understand Blockchain technologies, NFTs and digital wallets, and a good knowledge of the NFT market.
6. In case of any doubt or if they don’t fully understand the proper functioning of Blockchains, digital wallets or NFTs, Users should refrain from using the Services.
7. Also, Users understand that the provision of the Services does not constitute an advice service from the Company on the opportunity, modalities nor consequences of a purchase or other transaction.

4. Specific risks associated with the Services

4.1. Security

8. Users and in particular Collectors acknowledge and agree that they are primarily liable for the security of their Wallets and their NFTs.
9. Users must ensure that their Wallet is secure and should never share their Wallet credentials or seed phrase with anyone. Tropee will never ask for the User’s credentials associated with a Wallet.
10. Tropee does not store any password or seed phrase, nor has any access to any User credentials, except the User’s address email when a User willingly decided to share it with Tropee, and therefore cannot be held liable for any security breach attributed to a User.

4.2. Market volatility

11. Users are made aware that crypto-assets and NFTs are assets whose value is not inherently guaranteed and depends on unregulated markets (in which fraudulent acts may occur under traditional financial regulation).
12. By using the Services, Users are exposed to high risks of NFTs’ loss of value.



4.3. Legal risk

13. Users understand that the legal framework of crypto-assets and NFTs varies according to the jurisdiction in which Users are located and that crypto-assets and NFTs may be banned or subject to a regulatory framework that could significantly or totally lower their value.
14. Users must be aware of the risk resulting from the lack of regulation and the subsequent lack of any guarantees associated with this kind of asset on regulated markets.
15. Moreover, the Platform and the Services may be impacted by changes, restrictions or legal prohibitions made in the relevant legislation.
16. Finally, future legislation, notices, rulings, injunctions, may also impact the existence, lawfulness of NFTs.

5. **Limitation of liability**

17. Users expressly understand and agree that access to the Platform and use of the Services is at the User's own risk.
18. Users accept the technological, security and legal risks expressed above, inherent in the provision of experimental technologies such as Blockchains, crypto-assets and NFTs, and agree that the Company shall not be liable for:
 - any breach of security and data/asset losses resulting from a failure associated with the Blockchain;
 - any loss of value of the assets purchased or stored through the Services;
 - any technical difficulty related to the underlying Blockchain, in particular in case of congestion, dysfunction, fork or any other technical trouble related to the underlying Blockchain;
 - the harmful consequences of the suspension or termination of the Services by the Company, due to a change in the applicable legislation.