



# **Terms of Service**

2024

Last updated: May 2024



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## 1. Definitions

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

<b>Blockchain</b>	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.
<b>Entry</b>	An individual submission by a Participant to a giveaway hosted on the Platform. An entry must comply with the guidelines and conditions set by the Giveaway Host.
<b>Giveaway</b>	A promotional event hosted on the Platform where prizes are awarded to Participants based on selection criteria or random drawing as specified by the Giveaway Host. Giveaways are subject to specific rules and regulations, which are to be clearly outlined by the Giveaway Host at the time of the giveaway's creation.
<b>Crypto-asset</b>	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).
<b>Marketplace</b>	refers to the digital marketplace, including all of its functionalities, operated by Tropee and accessible through the Platform.
<b>NFT</b>	refers to tokens complying with the <a href="#">ERC-721 standard</a> and/or the <a href="#">ERC-1155 standard</a> or other similar “non-fungible” token standard stored on a Blockchain.
<b>NFT Collection</b>	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> .
<b>Parties</b>	refers to the Users and Tropee.
<b>Platform</b>	refers to Tropee's website and digital marketplace available at <a href="https://tropee.com">tropee.com</a> , including all its subdomains.
<b>Policies</b>	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.
<b>Points</b>	A unit of reward earned by Participants for engaging in specific activities as defined by the Giveaway Host within a giveaway. Points can be accumulated and exchanged for entries into a giveaway. The criteria for earning points and their conversion to entries are specified in the giveaway's terms and conditions.
<b>Prize</b>	An item, service, or benefit offered to the winner(s) of a giveaway. Prizes are defined and provided by the Giveaway Host and must be described accurately in the giveaway's terms and conditions.



<b>Services</b>	refers to the intermediation services performed by Tropee, as described in these Terms of Service.
<b>Terms of Service</b>	refers to these terms and conditions of service.
<b>Third-Party Service</b>	refers to any service operated on the Platform by a third-party.
<b>Tropee</b>	refers to Tropee SAS, as identified in the legal notice.
<b>User</b>	refers to all any natural or legal person using the Services.
<b>Wallet</b>	refers to a User's personal and non-custodial digital wallet, holding the Collector

## 2. Purpose and scope

1. General Purpose: The primary purpose of these Terms of Service is to establish the framework under which Tropee provides its platform services to users. This platform is specifically designed to facilitate and support the organization and participation in giveaways.
2. Services Description:
  - a. Giveaway Hosts: Users who organize giveaways can set rules, determine prizes, outline participation criteria, and manage their events through the platform.
  - b. Participants: Users entering giveaways agree to adhere to the conditions set by hosts and engage in activities aimed at winning prizes.
3. User Responsibilities: All users are expected to engage with the platform and its services within the bounds of these Terms of Service. This includes respecting community standards, adhering to individual giveaway rules, and ensuring fair and respectful interactions with other users.
4. Adaptability and Modifications: Tropee reserves the right to modify the scope of its services and these Terms of Service in response to changes in technology, user feedback, business strategies, or legal requirements. Significant changes will be communicated to users in advance, and they will have the opportunity to review these changes before they become effective.

## 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. Giveaways

13. 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.
14. Operators of contests and giveaways must complete and publish giveaways terms and conditions in order to be listed on the Platform.
15. 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

16. Subscription Fees: Tropee operates on a subscription basis with fees based on user activity and feature usage. Details and pricing tiers are available on our [Pricing Page](#).
17. Billing and Payment: Fees are billed monthly or annually in advance, depending on the chosen plan. Payments are accepted through various methods as specified on the Pricing Page.
18. Subscription Changes: Users may adjust their subscription levels at any time, which will take effect at the start of the next billing cycle. Tropee does not issue refunds for subscription changes.
19. Non-payment and Access: Service may be suspended for non-payment and resumed once payment is received. Persistent non-payment may lead to subscription termination.
20. Cancellations: Subscriptions can be canceled anytime but are effective only at the end of the current billing period without refunds, except as required by law.
21. Price Adjustments: Prices may be modified at Tropee's discretion, with any changes communicated in advance and applied at the next billing cycle.

## 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 Giveaway host, Tropee is not making any claim about the legitimacy, authenticity, seriousness, professionalism of Giveaway hosts.

## **7. User's commitments**

### **7.1. Use of the Platform**

- 26. Users agree and guarantee to comply with the Terms of Use of the Platform.
- 27. 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**

- 28. Users retain ownership of any content they submit for giveaways but grant Tropee a non-exclusive, worldwide, royalty-free license to use, reproduce, and display this content as necessary for operating and promoting the platform. Giveaway hosts are responsible for ensuring their content does not infringe on any third-party rights and agree that their submissions may be accessible to and utilized by other users according to platform functionalities.

### **7.3. Giveaways**

- 29. Operators of contests and giveaways undertake to comply with all applicable laws and with the giveaway terms and conditions.
- 30. 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.

### **7.4. Professional Giveaway hosts**

- 31. Giveaway hosts 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 giveaway.
- 32. 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.
- 33. 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**

- 34. Users accept the security risks inherent in the provision of information, online trading on the internet and experimental technologies, and agree that Tropee shall not be liable for any breach of security unless caused by a gross negligence of Tropee.
- 35. 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).
- 36. 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.
- 37. 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**

- 38. 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**

- 39. 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**

- 40. 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.
- 41. 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**

- 42. Users may terminate these Terms of Service at any time by sending an email to the following email address: [team@tropee.com](mailto:team@tropee.com). After doing so, Users shall not access the Platform and use the Services, unless they accept the Terms of Service again.
- 43. 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.



44. 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".
45. Users undertake to fully perform their obligations undertaken prior to the termination of the Terms of Service.
46. 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**

47. Tropee's rights on the Platform and the Services are set out in the Terms of Use.
48. Ownership of Content: Giveaway hosts retain full ownership of any original content they create and submit for their giveaways, such as text, images, videos, and other materials used to describe or promote the giveaways.
49. Licensing to Tropee: By submitting content to the platform, giveaway hosts grant Tropee a non-exclusive, worldwide, royalty-free license to use, display, reproduce, distribute, and perform the content in connection with the operation and promotion of the platform. This license is intended solely for the functionality and enhancement of the service and is not transferable.
50. Content Responsibility: Giveaway hosts are responsible for ensuring that they have all necessary rights and permissions to use and share the content they post. They must ensure their content does not infringe on any third-party intellectual property rights or other legal rights.
51. Prohibited Content: Content that infringes on intellectual property rights of others or violates any other rights, such as privacy or publicity rights, is strictly prohibited on the platform. Giveaway hosts must not upload, post, or otherwise transmit any content that they do not have a right to under any law or under contractual relationships.
52. Use by Others: Giveaway hosts acknowledge that content posted on the platform may be used by other users within the scope of the platform's functionality, according to the terms set out in this section. Tropee is not responsible for the misuse of any content by other platform users or third parties.

## **11. Miscellaneous**

### **11.1. Nullity**

53. 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**

54. Users may not assign or transfer the Terms of Service to a third party without the prior written consent of Tropee.
55. 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**

- 56. 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](mailto:team@tropee.com).
- 57. It is recalled that Tropee is acting as a digital intermediary while providing the Platform. Therefore, any complaint, dispute or claim in relation to Giveaways should be directed to the Giveaway host.

### **12.2. European Union Commission's mediation service**

- 58. 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.
- 59. This service may be accessed through the following link: [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/).

## **13. Governing Law and Jurisdiction**

- 60. 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.
- 61. 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.
- 62. 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.