



# tropee

## Terms and conditions

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### LEGAL NOTICE

The platform [tropee.com](https://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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## 1. Definitions

Where drafted in upper case, whether written in singular or plural, the following definitions are applicable to the entire T&Cs.

<b>Blockchain</b>	refers to a permissionless public online ledger supporting the distributed recording of encrypted data, e.g., the Ethereum and Polygon blockchain.
<b>Collector</b>	refers to any natural or legal person holding NFT from an NFT Collection and claiming Utilities on the Platform.
<b>Creator</b>	refers to any natural or legal person holding NFT from an NFT Collection and using the Platform to associate utilities to an NFT Collection.
<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>Utilities</b>	refers to the digital and/or physical utilities associated with an NFT Collection, through the Platform.
<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>Services</b>	refers to the intermediation services described in Section 6.
<b>T&amp;Cs</b>	refers to these terms and conditions.
<b>Third-Party Service</b>	refers to any service operated on the Platform by a third-party.
<b>Tropee</b>	refers to Tropee 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.
<b>User</b>	refers to all any natural or legal person accessing the Platform or using the Services.
<b>Wallet</b>	refers to a User’s personal and non-custodial digital wallet, holding the Collector or Creator’s NFTs.

## 2. Purpose and scope

1. Tropee operates the Platform which is a peer-to-peer online service through which:
  - Creators associate Utilities with an NFT Collection and define the criteria under which Collectors may claim it; and



- Collectors obtain Utilities for which they qualify, according to the criteria defined by the Creator.
- 2. Tropee acts solely as an intermediary, offering a digital infrastructure in order to facilitate such Utilities creation and claim.
- 3. The purpose of the T&Cs is to define the conditions under which the Platform may be accessed and define the rights and obligations of Users and Tropee in this context.
- 4. Due to the peer-to-peer nature of the Platform, the T&Cs do not govern any relationship of any kind (e.g., contractual) that may arise (i) between Collectors and (ii) between Collectors and Creators. Conversely, the role of Tropee is limited to the operation of the Platform and the provision of the Services.
- 5. As to Creators, the T&Cs may be completed by specific terms. In such a situation and in case of contradiction between the T&Cs and specific terms, the specific terms shall prevail.

### **3. Pre-contractual information and warnings**

#### **3.1. Risks associated with the use of Blockchains and NFTs**

- 6. Accessing the Platform and using NFTs requires a deep understanding of Blockchain technologies and digital wallets and a good knowledge of the NFT market.
- 7. Users understand that the legal framework of NFTs varies according to the jurisdiction in which they are located and NFTs may be banned or subject to a regulatory framework that could significantly or totally lower their value.
- 8. It is also recalled that services based on blockchain technologies such as the Services are even more exposed to cyber-attacks, such as phishing and hacking practices, than other services.
- 9. 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 accessing the Platform and using the Services.
- 10. All information and/or data provided on the Platform for Users are indicators only and nothing can be interpreted as a recommendation to carry out a specific action.

#### **3.2. Security**

- 11. Users and in particular Collectors acknowledge and agree that they are primarily liable for the security of their Wallets and their NFTs.
- 12. 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.
- 13. 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.

#### **3.3. Permission**

- 14. Minors below the age of fifteen (15) must obtain a parent or legal guardian's permission and supervision before using the Platform and Services.



## **4. Acceptance and amendment**

### **4.1. Acceptance**

15. In order to be able to use the Services, Users agree to read and fully and unconditionally accept these T&Cs, which apply to any use of the Services and the Platform.
16. These T&Cs are accessible at any time on the Platform and will prevail over any other version or any other contradictory document. Users should read these T&Cs carefully before accepting them.
17. 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 of reservation the T&Cs by signing with your Cryptocurrency Wallet on the Platform.

### **4.2. Amendment of the T&Cs and evolution of the Services**

18. 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.
19. Therefore, Tropee may modify the T&Cs from time to time. Users will be informed of changes 15 days before the new version comes into force.
20. During this period, any User may terminate the T&Cs, by any means (e.g., by sending an email), provided that he/she completes any commitment to which he/she has already agreed.
21. Termination of the T&Cs by a User shall not give rise to any compensation.

## **5. Services**

22. Tropee acts as an intermediary between Users by offering a technology facilitating the association of Utilities to NFT Collection.
23. Although Tropee operates the Platform, Collectors understand that they acquire Utilities directly from Collectors, and not from Tropee, except as otherwise stated on the Platform.
24. The Services provided by Tropee may evolve from time to time as Tropee may add, remove or delete certain functionalities of the Platform.

## **6. Tropee's commitments**

25. 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.
26. Tropee will make its best efforts to make the Services and the Platform available to the Users and ensure its accessibility and proper operation.
27. To this end, Tropee undertakes to ensure that the Services are accessible 24/7, except in the event of force majeure or unforeseeable and unavoidable behavior on the part of a third party or a Third-Party Service and subject to potential breakdowns, maintenance interventions and updates required for the proper operation of the Platform or the Services.
28. Due to the specific characteristics of the internet and telecommunications networks, Tropee cannot guarantee the continuous availability of the Platform and the Services.



## 7. User's commitments

### 29. 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 implement all measures that might safeguard the security and confidentiality of their credentials;
- That they are of legal age, or have obtain a parent or legal guardian authorisation and supervision, and 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;
- 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.

### 30. 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, for example, images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech, or pornographic content or content that is in breach of an intellectual property rights or otherwise infringe upon the rights of others;
- 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 act infringing Tropee's rights and financial interests, whether commercial or legal;
- 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.

## 8. Illicit content

31. Throughout the Platform, Tropee makes available to the public an information society service within the meaning of Directive 2000/31/CE Directive 2000/31/EC 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).



32. 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.
33. Users must refrain from publishing illicit content and are invited to notify 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 intellectual property rights.
34. 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](mailto:team@tropee.com).

## 9. Liability

### 9.1. Tropee's liability

35. Users expressly understand and agree that access to the Platform and use of the Services is at the User's own risk, and that the Services and the Platform are provided on an "*as is*" and "*as available*" basis without warranty of any kind, either express or implied, except as otherwise provided by law.
36. 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 Services are free of malware or other harmful components.
37. 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.
38. 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.

### 9.2. Limitation of liability

39. In any event, 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, taking into account the free nature of the Services, Tropee's liability will be expressly limited and will not, in any event, exceed 500 Euros.



40. 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.
41. Tropee may only be obliged to the reparation of direct and foreseeable damages caused by a breach related to the provision of the Platform and the Services. 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), even where Tropee has been informed of their occurrence.
42. 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 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.

## **10. Duration, suspension and termination**

### **10.1. Duration of the T&Cs**

43. The T&Cs are entered into for an indefinite term. The T&Cs shall stay in force as long as the User accesses and use the Platform or the Services.

### **10.2. Suspension**

44. If a User is in breach of any one of his commitments under the T&Cs, 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 T&Cs may be terminated in accordance with the terms below.

### **10.3. Termination**

46. Users may terminate these T&Cs 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 T&Cs 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 T&Cs will automatically be terminated.
48. Without prejudice to any other action, Tropee may terminate these T&Cs and block the User's access to the Platform and/or the Services in case of material breach of these T&Cs 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.
49. Users undertake to fully perform their obligations undertaken prior to the termination of the T&Cs.
50. Termination of the T&Cs shall not result, in any event, in any compensation from Tropee to a User.

## **11. Hyperlinks**

51. 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.
52. 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.

## **12. Intellectual property**

### **12.1. Platform and Services**

53. 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.
54. 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.
55. 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.

### **12.2. NFT Collections and Utilities**

56. Except as expressly provided by the Creator, the claim of a Utility by a Collector does not confer any more rights on the NFT Collection than the Collector already owns.
57. Tropee does not own any intellectual property rights on the NFT Collections, except as provided below.
58. 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 Collection and all content published on the



Platform by Users, for commercial purposes and for the entire duration of these T&Cs. All rights that are not expressly given to Tropee by the User under those T&Cs is retained by the User.

## **13. Miscellaneous**

### **13.1. Nullity**

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

### **13.2. Assignment**

60. Users may not assign or transfer the T&Cs to a third party without the prior written consent of Tropee.
61. 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.

## **14. Disputes and mediation**

### **14.1. Disputes**

62. 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).
63. It is recalled that Tropee is acting as a digital intermediary while providing the Platform. Therefore, any complaint, dispute or claim in relation to Utilities should be directed to the Creator of such Utility.

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

64. 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.
65. This service may be accessed through the following link: [ec.europa.eu/consumers/odr/](https://ec.europa.eu/consumers/odr/).

## **15. Governing Law and Jurisdiction**

66. The T&Cs 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.
67. Unless otherwise provided by the law, any conflict or dispute related to the validity, the interpretation, performance, and/or termination of the T&Cs must be submitted to the exclusive jurisdiction of the Paris courts.
68. Non-professional EU residents may submit any dispute related to the T&Cs in the jurisdiction where they were living at the moment of the acceptance of the T&Cs or in the jurisdiction where the damage occurred.

