

TREEZ GENERAL TERMS OF SERVICE

TREEZ is an influencer marketing application (the "Application") published by TP Invest and management BV, a simplified joint stock company whose registered office is located at Stationplein 8K 6221 BT Maastricht, NL, registered in the Netherlands under number NL8641182788B01 ('Treez' or "We").

These terms and conditions of service (the "**Terms of Service**" or "**TOS**") constitute a binding agreement between you (the "**Content Creator**" or "**You**") and Us governing your use of and access to our Services (as defined below).

1. PREAMBLE

We have developed the Application to allow Content Creators to connect with our Users, to allow them to interact with Your publications and to participate in challenges or thematic actions.

Subscription to Our Services is subject to a fee for Content Creators, in accordance with the conditions communicated via the Application.

2. DEFINITIONS

The Parties agree to the use and definition given to the terms reproduced in this article. Each time they are used in the GTS, the following terms, used with an initial capital letter, shall have the meaning defined in the present article, without it being necessary to distinguish whether they are used in the singular or plural:

"**Subscription**" refers to the paid subscription to the Services according to the terms indicated at the time of subscription to the Content Creator.

"**Application**" has the meaning given to it in the preamble to the GCS.

"**Account**" refers to the personal account created by the Content Creator in the Application.

"**Content**" refers to any content distributed via the Application.

"**Creative Content**" means all information, data, Content, messages and other items that You, or persons under Your responsibility, publish or otherwise transmit via the Application.

"**Content Creator**" refers to any individual or legal entity with an Account on the Application who publishes, distributes or offers Content with a view to interacting with Users or promoting a brand, product or message.

"**Feedback**" means any suggestion, request for improvement, recommendation or other comment that You provide to TREEZ regarding the Application or the Services.

"**Reward**" refers to all benefits available to the User in exchange for Treezs, such as vouchers, physical objects, products or services offered by partners, or any other prize offered from time to time within the Application.

"Service" refers to the functionalities offered within the Application, such as *matching* Content Creators and Users, broadcasting Creator Content and interacting with Users.

"Treezs" refers to the points accumulated by a User that can only be used within the Application, notably to unlock Rewards available on the Application.

"TREEZ" has the meaning given to it in the preamble to the GCS.

"User" refers to the natural person using the Application.

3. ELIGIBILITY

3.1. General provisions

Registration for the Application and subscription to the Services is reserved for natural persons aged fifteen (15) or over who have Internet access. When registering, the Content Creator declares and guarantees to be at least fifteen (15) years old. TREEZ reserves the right to request any document proving the identity and age of the person creating the Account.

By creating an Account, the Content Creator acknowledges having read and accepted these Terms and Conditions of Service and the Privacy Policy , which are incorporated herein by reference.

By using or accessing the Application, or by authorizing a third party to access the Application via his or her Account, the Content Creator acknowledges that he or she has the legal capacity to enter into a contract and agrees to be bound by these General Terms and Conditions of Service. If this is not the case, he/she must immediately stop using the Application.

The Creator of Content who is a minor acknowledges that he/she is using the Application under the responsibility of his/her legal representative, who may request the deletion of the Account at any time by sending an email to: contact@treezapp.com.

4. SUBJECT

The purpose of the GTS is to define the conditions of access and use of the Application and Services.

TREEZ reserves the right to make improvements, modifications, updates, additions or deletions of functionalities within the Application at any time, in order to optimize performance, adapt the Services to technological evolution or meet new regulatory requirements.

Some features may be offered as beta, experimental or limited versions, with no guarantee of continuity or completeness.

The Content Creator acknowledges that the nature of the Services is evolutionary and accepts that certain functionalities may be modified, temporarily unavailable or deleted,

without this giving rise to any right to compensation, unless such modifications constitute a substantial alteration to the service initially agreed.

TREEZ will endeavor to inform Content Creators of major changes impacting the use of the Services within a reasonable delay.

5. ACCESS TO SERVICES AND ACCOUNT CREATION

To access the Services, You must create an Account by providing certain information about Yourself. You undertake to ensure that this information is accurate, complete, up-to-date and not misleading, and to update it as necessary. You must also choose a password. You are solely responsible for maintaining the confidentiality of your login and password and for all activities that occur under your Account. If You suspect any security compromise or unauthorized use of Your Account, You must notify us immediately.

The Services aim to encourage interaction between Content Creators and Users in a fun environment, based on *matching* mechanisms, publications and Treezs redeemable for Rewards.

We reserve the right, at any time and without notice, to modify, suspend or temporarily interrupt access to all or part of the Services or the Application, in particular for maintenance, updating or security reasons.

6. SUBSCRIPTION CONDITIONS

6.1. Commitment period

Access to the Services is strictly conditional upon prior subscription to a paid Subscription or purchase of credit. No Service may be used without a valid and current Subscription.

The Subscription begins on the subscription date for the period selected from those available on the Application and will be automatically renewed for successive periods of the same duration.

6.2. Subscriptions and prices

Access to the Services requires a Subscription. The price of the Subscription varies according to the formula subscribed to. The applicable price is that displayed on the Application at the time of subscription.

6.3. Payment

Subscription requires the selection of a valid and up-to-date payment method. The amount of the Subscription and any other related charges, such as taxes and transaction fees, will be invoiced and debited monthly.

The Subscription billing date is the date on which You purchase your first Subscription. Any month of Subscription started, excluding the free trial period where applicable, will be charged. You are responsible for Internet connection charges.

In the event of payment failure for any reason whatsoever, the Subscription will be immediately suspended. The Content Creator may reactivate the Subscription at any time by entering a new payment method.

7. YOUR OBLIGATIONS

The Content Creator undertakes to use the Application and Services only in compliance with these Terms and Conditions of Service and with applicable laws.

In particular, and without diminishing the importance of any other commitments provided for herein, the Content Creator undertakes to:

- not to transmit false, misleading, deceptive or fraudulent information to TREEZ, notably when creating or updating the Account;
- not to open more than one Account on the Application and not to create an Account in the name of a third party;
- not use the Account of another Content Creator, share an Account with a third party or manage several Accounts on a personal basis;
- not to misuse the functionality of the Services for harmful or malicious purposes;
- not to infringe TREEZ's rights, in particular its intellectual property rights, its image or its relations with its partners;
- not to use the Services to disseminate or promote content that is illicit or contrary to the standards defined in these T&Cs;
- not to use the Services in such a way as to harm TREEZ, its Users or other Content Creators in any way whatsoever.

Any breach of these commitments constitutes a serious breach of the Content Creator's obligations, which may lead to the suspension or closure of his Account, without prejudice to any proceedings or actions that TREEZ may take.

8. CONTENT MANAGEMENT

The Content Creator is solely responsible for the Content he/she chooses to publish, and for compliance with applicable regulations.

The Content Creator acknowledges that TREEZ has no obligation to monitor the Content published or stored, it is simply the host.

The social networks from which the Content originates prohibit the publication of illicit Content. The Content Creator is invited to consult the terms of use of each social network. As of the date hereof, the following Content is considered illicit, for each platform:

Facebook: Hate speech, violence, harassment, nudity, sexually suggestive content, drug sales, weapons, counterfeit products, illegal gambling, dangerous products, sexual services, unauthorized medical products, stolen products, falsified documents,

discrimination, human exploitation, tobacco products, used cosmetics, vehicle parts, deceptive or violent content, recalled products, digital products, services, animals, ecological land.
Instagram: Hate speech, graphic violence, harassment, nudity, sexually suggestive content, drug sales, weapons, counterfeit products, illegal gambling, dangerous products, sexual services, unauthorized medical products, stolen products, falsified documents, discrimination, human exploitation, tobacco products, used cosmetics, vehicle parts, deceptive or violent content, recalled products, digital products, services, animals, eco-friendly land.
Twitter: Violent speech, hate, harassment, non-consensual nudity, human exploitation, offensive content, graphic content, misleading content, sensitive political content, privacy violation, illegal content.
TikTok: Dangerous content, terrorist groups, offensive or violent content, discrimination or hate speech, nudity or sexual activity, child endangerment, harassment or personal identification, identity theft, spam or deceptive content, copyright infringement, weapons and ammunition, drugs and controlled substances, gambling, dangerous products, sexual services, deceptive or hateful content, recalled products, digital products, services, animals, ecological land.
LinkedIn: Hate speech, harassment, nudity, sexually suggestive content, misleading content, politically sensitive content, violation of privacy, illegal content.

TREEZ provides Users with a reporting mechanism for each Content, allowing them to alert TREEZ of the possible presence of illicit Content. This reporting mechanism is accessible via a dedicated button or an online form, available from the User's Account or near the concerned Content.

TREEZ reserves the right to remove, deactivate or refuse the publication of any Content that it deems to contravene the present terms, or that could, in its reasonable judgment, harm the reputation, security, legality or ethics of the platform.

TREEZ may also suspend or terminate the access to the Application of a Content Creator committing an abuse in broadcasting or reporting illicit Content.

In the event of the withdrawal of Creator Content or the restriction of access taken against a Content Creator, the latter will be informed without delay of the measure adopted, the reasons for it, as well as the means of contestation or recourse available to him/her. In particular, the Content Creator may lodge a complaint within 6 months of notification of withdrawal or restriction.

TREEZ has designated a dedicated point of contact, accessible by electronic means, to respond to requests, reports or questions from Content Creators or competent authorities in

connection with the use of the Application, the legality of published Content or obligations under applicable regulations. The contact details for this point of contact can be found in the Application's legal notice.

9. THIRD-PARTY SITES AND SERVICES

The Application allows you to import and export information, including Creator Content from services and platforms operated by third parties, in particular through features that allow you to link your Account to an account on third-party services such as and without this list being exhaustive: Facebook Instagram TikTok, X or LinkedIn. By using one of these tools, you authorize TREEZ to duplicate this information from the third-party service concerned. Third-party services are not under the control of TREEZ, and TREEZ, to the fullest extent permitted by law, is not responsible for your use of any third-party service.

TREEZ recommends that You read the terms of service applicable to each of the social networks on which You share Creator Content. TREEZ has no control over the information that has been shared, and cannot be held responsible for it, nor for any breach of the said terms of service.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Property of TREEZ

The Application, its interface, its source code, its functionalities, trademarks, logos, designs, graphic or editorial content, as well as any other distinctive sign or software used in the provision of the Services, are the exclusive property of TREEZ or its partners, and are protected by the laws in force, notably those relating to copyright, trademark law, patent law, and more generally to intellectual property law.

The present Terms of Service do not transfer ownership to the Content Creator. Any reproduction, extraction, reuse, representation, modification, adaptation, distribution, translation, broadcast, or any use, even partial, not expressly authorized by TREEZ, is strictly forbidden.

In particular, it is forbidden, without prior written authorization from TREEZ or the holder of the rights to :

- Copy, modify, adapt, translate, publish or distribute all or part of the Application and its contents, by any means whatsoever;
- Reverse engineer, decompile, disassemble or otherwise attempt to access the source code of the Application or its technical protocols;
- Use devices or software likely to disrupt the proper functioning of the Application, in particular by blocking content or promotional areas;
- Infringe upon the intellectual property rights of TREEZ or any third party related to the Services.

In case of breach of any of these obligations, TREEZ reserves the right to suspend or terminate the Content Creator's access to the Application, without notice or compensation, and to delete the associated Account.

The Application may contain links to third-party services or content hosted by partners (for example, in connection with Rewards or solidarity initiatives). Such content is the sole responsibility of said third parties and is governed by their own terms of use and privacy policies. TREEZ cannot be held responsible for the content, availability or security of third-party sites or services, even those accessible via the Application. Their presence does not imply any support, validation or approval from TREEZ.

10.2. Creator Content License

The Content Creator grants to TREEZ, free of charge, non-exclusive, for the whole world and for the whole duration of the applicable legal protection, a license of use on the Creator's Content that he/she publishes, broadcasts or makes accessible via the Application as part of his/her activities as a Content Creator.

This license includes the following rights, for the sole purpose of promoting, distributing and enhancing the TREEZ Application and its functionalities:

- the right to reproduce, represent and distribute all or part of the Creator Content, by any means and on any medium, existing or future, including digital, mobile, web, social networks or TREEZ communication media;
- the right to adapt, retouch or reformat Creator Content solely for the technical needs of the Application (compression, resizing, subtitling, etc.) without altering its meaning or integrity;
- the right to use Creator Content for demonstrations, commercial presentations, promotional materials and internal or external usage studies.

TREEZ undertakes not to distort Creator Content and to always mention, whenever possible, the Creator's pseudonym or identifier when content is reused for public communication purposes.

The Creator guarantees TREEZ that he/she holds all necessary rights and authorizations over the Content he/she puts online, notably with regard to copyrights, image rights and third-party rights. As such, the Creator agrees to indemnify TREEZ in the event of any claim or action by a third party related to the use of the Content under the present license.

10.3. Authorization to broadcast on third-party sites

The Content Creator expressly authorizes TREEZ to connect his chosen social network accounts, in order to publish the Creator's Content on the Application. This authorization is strictly limited to the duration of the GCS and to the functionalities activated by the Content Creator in his Account. The Content Creator may at any time deactivate the connection of his third-party service accounts via his Account settings.

10.4. Feedback

If You choose to provide Feedbacks regarding existing features, problems or proposed modifications or improvements to the Application, You hereby transfer to TREEZ the right to exploit the Feedbacks in any manner and for any purpose whatsoever, including to improve the Application and/or the Services and to create other products and services, for the duration of the copyright and on a worldwide territory.

11. INFORMATION ABOUT TREEZS AND USER REWARDS

The Application is based on a system of Treezs designed to encourage certain playful behaviors on the part of Users. These Treezs, which are purely virtual and have no monetary value, can be awarded to Users in return for voluntary actions within the Application (viewing content, taking part in missions or challenges, etc.), under the conditions defined in the general terms and conditions applicable to End Users.

Treezs can be used, when a sufficient balance is reached, to unlock Rewards offered in the Application, including digital objects, promotional vouchers or sponsored prizes. Certain Rewards may be offered as part of commercial partnerships and be identified as such. TREEZ regularly updates the terms and conditions for awarding and using Treezs.

Content Creators are informed that, unless otherwise stipulated in a separate agreement with TREEZ, they do not benefit from this Treezs system or the associated Rewards. However, their content may, where applicable, participate in sponsored campaigns in which Users interact in exchange for Treezs, with no impact on the Creators' remuneration or visibility, unless specifically agreed otherwise.

12. PERSONAL DATA

TREEZ processes personal data concerning You according to the conditions defined in its [privacy policy](#).

13. ACCOUNT SUSPENSION, TERMINATION

13.1. Account suspension

In the event of total or partial non-payment of an amount due for a Subscription, TREEZ reserves the right to suspend, ipso jure and without prejudice to any other course of action, access to the Account and associated Services, after formal notice has remained unsuccessful for a period of eight (8) calendar days from its notification to the Subscriber.

The suspension will be lifted as soon as all sums due have been paid in full, without prejudice to any late payment interest and indemnities that may be applicable in accordance with contractual and legal provisions.

TREEZ reserves the right to refuse access to all or part of the Services to a Content Creator who does not respect the present Terms of Service.

In case of suspected fraud, identity theft, abusive or illicit use of the Services, TREEZ may temporarily suspend or, if necessary, permanently delete an Account. The Content Creator concerned will be informed by a motivated message, sent within a reasonable time by electronic means, except when such information would be prevented for imperative legal reasons.

In the event of serious or repeated breach of these GTS, in particular of the commitments detailed in the article "Obligations of the Content Creator", or when necessary to guarantee the security, the protection of the integrity of the Application, or the prevention of fraudulent behavior, TREEZ may at its sole discretion: (i) temporarily or permanently limit access to all or part of the Application or Services; (ii) temporarily suspend the Account concerned, with or without notice depending on the urgency; (iii) terminate the contractual relationship with immediate effect, without prejudice to any compensation, in the most serious cases; and/or (iv) permanently delete the Content Creator's Account.

The Content Creator may address any observation or complaint concerning the measure applied, by contacting TREEZ at the following address: privacy@treezapp.com. TREEZ undertakes to examine any contestation in good faith within a reasonable delay, and to justify its decision if the measure is maintained.

These measures are without prejudice to TREEZ's right to claim, if need be, damages in compensation for the prejudice suffered as a result of a breach by the Content Creator.

13.2. Cancellation of Subscription

In the event of a breach by the Content Creator of any of the provisions of the present Terms of Service, access to the Account and the Subscription will be terminated ipso jure, without prior formality, as soon as the breach is noted, and this without prejudice to any recourse that TREEZ may have against the Content Creator.

The Content Creator may terminate his Subscription and cancel the present GCS at any time, by following the cancellation procedure provided in the dedicated section of his Account or by contacting TREEZ at the following address: privacy@treezapp.com.

Cancellation of the Subscription will become effective at the next due date.

13.3. Consequences of termination

At the date of termination, for whatever reason, the rights of use granted to the Content Creator are immediately terminated, and the latter must cease all use of the Application; access to the Account is deactivated; the Content Creator remains indebted for all sums owed to TREEZ at the date of termination; the stipulations of the present GCS which, by their nature, must survive termination (notably the clauses relating to intellectual property, liability, applicable law and competent jurisdiction) will continue to produce their effects.

In the event of early termination by the Content Creator, no prorata temporis reimbursement of the current Subscription may be demanded, unless otherwise stipulated in a specific offer.

Finally, in the event of termination for breach of these GCS, the Content Creator agrees not to create a new Account, by whatever means (different email address, modified identity, etc.).

14. RESPONSIBILITY

Without prejudice to the other stipulations herein, TREEZ's liability towards the Content Creator can only be engaged in the event of a proven breach of its obligations under the present Terms of Service, and exclusively for direct, certain and foreseeable damages resulting from this breach, to the express exclusion of any indirect, accessory or consequential damages, even if TREEZ had been informed of the possibility of such damages. This list does not include, but is not limited to, loss of sales, profits, clientele, image, data, opportunity or commercial prejudice.

In any case, TREEZ's cumulative liability hereunder cannot exceed the total amount (excluding taxes) actually paid by the Content Creator to TREEZ for the Subscription in effect in the six (6) months preceding the occurrence of the event generating liability.

No claim or action by the Content Creator may be brought after a period of two (2) months from the discovery of the event giving rise to said claim.

Moreover, the Parties expressly agree that the present limitation of liability may be invoked not only in the context of their contractual relations, but also against any third party, in the context of any action based on tort liability aiming to impute to TREEZ a breach of the present contract that has caused damage to this third party.

15. DATA BACKUP AND REVERSIBILITY

The Content Creator remains solely responsible for the management, backup and maintenance of its own databases that do not belong to TREEZ. TREEZ cannot be held responsible for any loss of data contained in a database belonging to the Content Creator and resulting from the latter's failure to fulfill his aforementioned management, maintenance or backup obligations.

In the event of termination of the Subscription, the Content Creator may request, within a period of thirty (30) days from the date of termination, that its data be exported in a standard readable format.

TREEZ undertakes to ensure this reversibility under reasonable conditions of cost and delay. After this period, the Content Creator's data will be definitively deleted, unless there is a legal obligation to retain it.

16. APPLICABLE LAW & COMPETENT JURISDICTION

These GCS are governed by French law.

In the event of a dispute concerning the validity, interpretation or execution of the GCS, the Tribunal des activités économiques de Paris shall have exclusive jurisdiction, notwithstanding multiple defendants or third-party claims.

17. MODIFICATION OF THE GENERAL CONDITIONS OF SERVICE

TREEZ reserves the right to modify the present Terms of Service at any time, notably in order to adapt them to changes in the Services, legislation or applicable case law.

Content Creators will be informed of substantial modifications by any useful means (notification in the Application, email, etc.), within a reasonable time before they come into force.

Unless otherwise stipulated, the new GCS will come into force on publication.