

TERMS AND CONDITIONS OF USE TREEZ

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 use of the Application (the "**Terms of Use**" or "**TOU**") constitute a binding agreement between you (the "**User**" or "**You**") and Us governing your use of and access to our Services (as defined below).

1. PREAMBLE

We have developed the Application to enable Users to connect with Content Creators, interact with their publications and take part in themed challenges or actions.

The Application can be used to earn points ("**Treezs**") based on interactions and actions carried out in the Application, within the limit of a certain number of interactions defined by TREEZ. For example, the User can earn Treezs by voting for content, or by carrying out certain interactions proposed by the Content Creators.

Treezs are used to unlock Rewards offered in the Application, under the conditions described herein.

Registration to the Application is free of charge and does not entail any obligation to purchase, nor any financial consideration from the User to TREEZ.

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 GCU, the following terms, used with an initial capital letter, will have the meaning defined in the present article, without it being necessary to distinguish whether they are used in the singular or plural:

"Application" has the meaning given to it in the preamble to the GCU.

"Account" refers to the personal account created by the User in the Application.

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

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

Partner: has the meaning attributed to it in the "Treezs and Rewards" article of the GCU.

"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* between Content Creators and Users, participation in challenges or special operations, the collection of Treezs and access to associated Rewards.

"Token" refers to 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 GCU.

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

3. ELIGIBILITY

3.1. General provisions

Registration for the Application is reserved for individuals aged fifteen (15) or over with Internet access. When registering, the User 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 registering an Account.

By creating an Account, the User acknowledges that he/she has read and accepted all of the present Terms and Conditions of Use and the Privacy Policy , which are incorporated herein by reference.

By using or accessing the Application, or by authorizing a third party to access it via his/her Account, the User acknowledges that he/she has the legal capacity to contract and agrees to be bound by the present Terms and Conditions of Use. If this is not the case, the User must immediately stop using the Application.

3.2. Specificities applicable to minors

TREEZ implements specific measures in order to adapt the rules of use of the Application to minor Users, in compliance with the regulations applicable to the protection of minors. Thus:

- Access to certain Rewards, in particular those with age restrictions or commercial implications, is reserved for Users of legal age.
- TREEZ reserves the right to request, for certain content or certain Rewards, parental authorization or proof of the User's majority.
- In case of doubt about the age declared, TREEZ may temporarily suspend access to the Account until verification.

The minor User 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 GCU 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 User acknowledges that the nature of the Application is evolutionary and accepts that certain functionalities may be modified, temporarily unavailable or deleted, without this giving rise to any right to compensation.

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 a security compromise or unauthorized use of your Account, you must notify us immediately.

Access to TREEZ is strictly personal and reserved for private use. It is forbidden to use the Application for professional, commercial or competitive purposes. Any misuse may result in the suspension or deletion of the Account under the conditions set forth herein.

The Services aim to encourage interaction between Users and Content Creators in a fun environment, based on *matching* mechanisms, publications and Treezs redeemable for Rewards. Under no circumstances do these Services constitute a source of professional income.

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

6. YOUR OBLIGATIONS

The User undertakes to use the Application and Services only in compliance with these General Terms of Use and with the laws in force.

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

- not to use the Application or Services for professional, commercial or lucrative purposes, unless expressly authorized by TREEZ through a dedicated Content Creator account;

- 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 to use the Account of another User, 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 GCU;
- not to use the Services in such a way as to harm TREEZ, its Users or the Content Creators in any way whatsoever.

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

7. TREEZS AND AWARDS

7.1. Treez allocation

The creation of an Account automatically leads to registration to the TREEZ program, a points system allowing the User to access, without any obligation to purchase, certain features or Rewards offered in the Application.

Treezs are awarded in exchange for voluntary actions carried out within the Application, such as viewing Content or interacting with Content Creators. The number of Treezs allocated for each action is indicated in the Application and may be subject to daily, weekly or monthly ceilings, defined by TREEZ. These ceilings are designed to ensure responsible use, prevent excessive behavior and preserve the playful nature of the experience.

TREEZ reserves the right to modify eligible shares, allocation conditions or technical parameters (notably calculation algorithms) at any time, without prior notice.

Treezs have no monetary value. They may not be sold, transferred or exchanged for cash, nor may they be used as a coupon, means of payment or loyalty scheme. They can only be used within the framework of the Application, to unlock available Rewards. The system has no commercial purpose and does not constitute a promotional offer, a competition or a sponsorship operation.

The attribution of Treezs does not create any contractual commitment or reciprocal obligation between the User and TREEZ or its partners. Any commercial or diverted use is forbidden, except with written authorization from TREEZ in a distinct contractual framework.

The User is informed that the attribution of Treezs relies on activity data, interaction data or data transmitted by third-party Partners, and may be affected by technical factors beyond TREEZ's control (connection errors, latency, synchronization, etc.). TREEZ cannot be held responsible for anomalies affecting the allocation of Treezs, within the limits provided by law.

7.2. Availability and use of Treezs

The available Treezs balance can be consulted at any time in the User's Account. This balance does not constitute a bank account, a payment service or a digital asset. It is exclusively a system internal to the Application, designed to unlock Rewards according to the terms and conditions set forth.

Treezs are personal, non-transferable and non-monetizable. Treezs must be obtained through loyal participation, in compliance with these GTU. Any attempt at manipulation (false profiles, automation, fraud, etc.) may result in suspension or deletion of the Account, without prior notice.

TREEZ retains the right to modify, at any time, the conditions of use of Treezs, accumulation limits or conversion methods. Any use made after these rules have been updated constitutes acceptance. In the event of disagreement, the User is invited to stop using the Application and may request the deletion of his or her Account.

Unused Treezs do not entitle the holder to any refund or compensation, even if the Account is closed. Their sale or exchange, inside or outside the Application, is strictly forbidden.

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7.3. Awards

7.3.1. General provisions

Depending on the balance available, the User can use his Treezs to unlock Rewards, such as: collectible digital objects, physical gifts, discount vouchers, privileged access to certain Content or events.

Each Reward requires a certain number of Treezs, as indicated in the Application. The User may only access a Reward if he/she has the required number of Treezs and complies with the specific conditions associated with it. Obtaining a Reward implies following the instructions associated with said Reward. TREEZ cannot be held responsible for the choices made by the User or for the use made of the Rewards.

Some Rewards may be limited in time, subject to a quota of Users or reserved for specific profiles. Details (duration, access, conditions of participation) are specified in the Application.

Rewards in the form of a physical prize, when they exist, require the User to fill in his contact information and provide proof of his identity. In the event of incorrect data or technical problems, TREEZ cannot be held responsible.

TREEZ reserves the right to modify or delete Rewards at any time. In the event of unavailability of a Reward already selected, TREEZ may, at its discretion, re-credit the Treezs used or propose an equivalent Reward, without incurring any liability.

7.3.2. Sponsored rewards

Certain Rewards available in the Application may be offered by TREEZ's commercial partners (the "**Partners**"), as part of sponsorship or promotional operations. These Rewards are indicated as such in the Application by an explicit mention or a distinctive pictogram.

By accepting to exchange their Treezs for a Sponsored Reward, the User acknowledges that this Reward is offered as part of a commercial operation and may constitute an advertising communication. TREEZ ensures that these offers are presented in a fair and non-misleading manner.

When necessary for the delivery or execution of the Reward, some of the User's personal data (e.g. name, email, postal address) may be transmitted to the relevant Partner, in accordance with TREEZ's [privacy policy](#).

TREEZ declines all responsibility in the event of unavailability or failure attributable to the Partner, unless otherwise provided by law. In case of difficulty related to a Sponsored Reward, the User can contact TREEZ, who will act as an intermediary with the Partner.

7.3.3. Partner conditions applicable to Rewards

Some available Rewards may consist of physical goods or services offered by TREEZ Partners. When the User selects such a Reward, the processing and shipping times are indicated as an indication in the Application or upon confirmation. These times may vary depending on stock availability, shipping method and delivery location. TREEZ will do its utmost to meet these deadlines, but cannot be held responsible for delays attributable to third parties (carriers, suppliers, etc.). With regard to digital Rewards (downloadable content, collectible digital objects, dematerialized access, etc.), the User expressly acknowledges that, in accordance with article L. 221-28 of the French Consumer Code, the right of withdrawal cannot be applied once execution has begun with the User's prior express consent and express waiver of this right.

In the case of a Reward provided by a third-party partner, TREEZ acts as an intermediary and cannot be held responsible for any failure in the provision of the product or service by this partner (unavailability, non-delivery, non-compliance, etc.). The User is invited to refer to the general terms and conditions of the Partner concerned, whose contact details will be communicated to him if necessary. TREEZ may, at its discretion, propose an alternative solution (re-issuing a voucher, awarding an equivalent Reward or re-crediting Treezs) without this giving rise to any right to additional compensation.

8. CONTENT MANAGEMENT

The User 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 User is invited to consult the conditions 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.

All reports must include the following information:

- A sufficiently precise description of the Content concerned and the reasons justifying its illicit nature;

- The exact electronic location of the Content (URL, capture or any other technical indication);
- The identity and contact details of the person making the report;
- A statement attesting in good faith to the accuracy of the information provided.

TREEZ undertakes to acknowledge receipt of the notification within a reasonable timeframe, and to process it within the legal timeframe as of receipt. Once the report has been processed, the User at the origin of the notification will be informed of the decision taken (removal, blocking or maintenance of the content), as well as the reasons justifying it.

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 User committing an abuse in the use of the mechanism for reporting illicit Content.

TREEZ has designated a dedicated point of contact, accessible electronically, to respond to requests, reports or questions from Users or competent authorities in connection with the use of the Application, the legality of published Content or the obligations set forth by applicable regulations. The contact details for this point of contact can be found in the Application's legal notice.

9. INTELLECTUAL PROPERTY RIGHTS

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 Use do not transfer any property rights to the User. 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 User'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. PERSONAL DATA

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

11. ACCOUNT SUSPENSION

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

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 User 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 violation of these GCU, in particular of the commitments detailed in the article "User obligations", 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 restrict access to all or part of the Application or Services; (ii) temporarily suspend the User's 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 User's Account.

The User 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 period of time, 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 as compensation for the prejudice suffered as a result of the User's breach.

12. TERMINATION OF THE CGU BY THE USER

The User may at any time decide to end use of the Application and terminate these Terms of Use, without cost or justification.

To do so, he can request the deletion of his Account directly via the Application, or by sending an email to TREEZ at the following address: contact@treezapp.com. TREEZ undertakes to process this request within a reasonable time.

Termination will take effect within a maximum of thirty (30) days following receipt of the request, provided that the User has used the interface or address provided for this purpose.

Termination results in the loss of all unused Treezs and unclaimed Rewards, with no right to compensation.

13. RESPONSIBILITY

TREEZ shall not be held liable in the event of non-performance or improper performance of its contractual obligations due to :

- to the fault or conduct of the User;
- force majeure as defined in article 1218 of the French Civil Code;
- or the unforeseeable and insurmountable act of a third party unrelated to the provision of the Services.

14. DATA BACKUP AND PORTABILITY

The User remains solely responsible for the management, backup and maintenance of the data he integrates into the Application, which are not the responsibility of TREEZ. It is the User's responsibility to take all necessary precautions to preserve the integrity and security of his own data.

TREEZ cannot be held responsible for any loss of data resulting from the User's failure to fulfill his backup or maintenance obligations, except in the case of a proven failure of the Service attributable to TREEZ, or a breach of a legal or contractual obligation .

In the event of termination of the GCU, the User may request that his data be exported in a standard readable format. This request must be made within thirty (30) days of the effective date of termination.

TREEZ undertakes to carry out this export, at no cost to the User.

At the end of this thirty (30) day period, the User's data will be deleted, unless a legal obligation requires it to be kept for a specific period (in particular for tax or proof purposes).

15. DISPUTE

These GCU are governed by French law.

In case of difficulty or claim related to the use of the TREEZ Application or Services, the User is invited to contact our customer service at the following address: privacy@treezapp.com, in order to find an amicable solution.

In accordance with the provisions of article L. 612-1 of the French Consumer Code, any consumer has the right to have recourse, free of charge, to a consumer mediator for the amicable resolution of a dispute opposing him to TREEZ, provided that he has previously sent a written complaint to TREEZ and that no amicable solution has been found.

The terms and conditions of this mediation, as well as the contact details of the competent mediation body, will be communicated to the User upon simple request sent to TREEZ.

The User may also have recourse to the European online dispute resolution platform, accessible at the following address: <https://ec.europa.eu/consumers/odr>

If mediation fails, or if the User does not wish to resort to it, the dispute may be brought before the competent courts in accordance with the rules of the Code of Civil Procedure, and in particular before those of the consumer's place of residence.

16. MODIFICATION OF GENERAL CONDITIONS OF USE

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

Users 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.

The User may refuse the new GCU. In this case, he is invited to stop using the Services and to request the deletion of his Account, without charge or penalty, by contacting TREEZ at the following address: contact@treezapp.com. In the absence of an explicit refusal expressed within thirty (30) days from the notification of the new GCU, they will be deemed accepted.

