

TERMS AND CONDITIONS OF USE OF THE ZELOOP APP SERVICES (T&C)

Presentation

These T&Cs define the conditions of access and use of the services of the ZeLoop Application. The use of the services of the ZeLoop Application in particular by creating a personal account, means the acceptance of these Terms and Conditions of Use (hereinafter referred to as 'T&C'). These T&Cs constitute the entire agreement between you and ZeLoop regarding your use of the Services and the Application (hereinafter defined).

The website <http://zeloop.net> (hereinafter, 'the Site') and the ZeLoop Application (hereinafter 'ZeLoop' or the 'Application') represent a community platform facilitating recycling.

The ZeLoop concept is the property of SmartBlock Beverages FZ LL -hereinafter the 'Company') as well as all associated rights and in particular intellectual property rights (IPR) relating to this Application. They are implemented and tokens are distributed by the company SmartBlock Beverages FZ LLC company registered under number 47002557 in the Trade register and Companies Register of Raz Al Khaimah Economic Zone in the Emirates Arabs Units with offices in the RAKHEZ Business center (the 'Company').

The Company has the possibility of modifying these Terms and Conditions of Use at any time.

Specific vocabulary

User: Natural person, at least 16 years old, accessing the Application via his personal ZeLoop account. The User can either be a collector or a partner creating challenges;

Action: action formalizing the deposit of used plastic bottles at collection points and other actions defined in the application that can give qualify for a reward in the form of tokens or points

Account: A set of data linked to a User during the registration and subsequent use of ZeLoop;

Application: Platform to perform actions;

Login: User's phone number, Google account, FaceBook account or email address as well as the password chosen when registering the User;

Category: Defines the classes of actions requested or proposed to the Users

Member or User: indifferently designates the person using the ZeLoop Application, whether for sending a request or to perform an action.

Using ZeLoop

The primary purpose of the Application is to direct Users to collection points for recycling plastic bottles. Users can declare the number of bottles collected and deposited at these points. They can also report new collection points which once validated will be usable by all Users. For these actions, Users are rewarded with tokens distributed free of charge by ZeLoop.

They will also be able to participate in challenges organized by ZeLoop partners.

To register on the Application, all Users must first create a personal account with the help of the Application and accept without reservation at the time of their registration these Terms and Conditions of Use (hereinafter 'T&C'). of the Site. This acceptance will be deemed effective once the User has clicked on the button to register his personal account. Once the T&Cs have been accepted and your personal information has been filled in and validated by the Company, the User becomes a member of the ZeLoop community (ZeLoop Network).

You warrant that the information provided to ZeLoop upon registration is accurate and complete and you must agree to notify any subsequent changes.

Access to the various services of the Application is therefore strictly subject to the unconditional acceptance of these T&Cs and their respect by all User. Thus, the User enters into a moral commitment which binds him to ZeLoop and undertakes to behave as a good father towards other Users.

The T&Cs are binding between the User and ZeLoop in relation to the use of the services of the Application, described below. They apply to all Users of these services, including those who provide a service to other Users on the Application.

Article 1 - ZeLoop services

(i) The ZeLoop Application makes it possible to deposit objects at collection points whose geographic location is identified in the Application and to receive consideration in accordance with the principles described below.

The object:

- Plastic bottles: all materials, all conditions (compressed or not and depending on the acceptance defined by the collection point

The localisation :

- City
- District
- Street
- Building, floor

The reward:

- Payment of ZeLoop tokens.

(ii) The application also provides the opportunity to share tips ad experience with ZeLoop Network on the Application forum.

(ii i) The Member declares to he/she acknowledges that all or part of his/her personal profile is accessible to the Members of the Application with which he/she comes into contact and that it is mandatory for certain personal data (such as pseudonym, profile avatar, etc.) to appear with the exception of any data of a discriminatory nature (origin, religion, etc.).

The Member acknowledges, on an optional basis, that he can choose to communicate to the other Member with whom he is dealing, other personal data or other information, such as his or her favorite experiences which may thus be published on the pages of the Member concerned on social networks.

(iv) ZeLoop is committed to evolving in line with the needs of its Members. In this context, the Member accepts and acknowledges that the form and nature of the service offered by ZeLoop may be modified without prior notification.

Article 2 - Users' right

(i) ZeLoop Users can publish, share, reply to messages and publications from other Users.

(ii) The User acknowledges with reserve, the right to ZeLoop to disseminate User information with the aim of offering its service under the conditions envisaged by the T&Cs, to the exclusion of any other use.

(iv) At any time, the User retains the possibility of modifying his personal data contained in his personal space.

Article 3 - User responsibility

(i) The User acknowledges being solely responsible for any activity carried out on his User account. ZeLoop cannot be held responsible for the content published, nor for interactions with other Users of the Application over which ZeLoop has no power of control and surveillance, due to its quality as an automatic collaborative platform (Law No. 2004 -575 of June 21, 2004 for digital trust). The User is solely responsible for messages, content and actions on and outside the Application.

(ii) The User declares to be at least 18 (eighteen) years old ((or 21 (twenty-one) years in the countries where legal majority is different) and have the legal capacity or hold parental permission to register on the Application. Users refrain from using the Application to conduct a regular and / or remunerated activity which could be associated with a salaried or entrepreneurial activity.

(iii) The User expressly undertakes, under pain of having civil or criminal liability engaged, that the content he publishes on the Application does not constitute a violation of the following rights, without this list presenting an exhaustive character:

- Violate the intellectual property rights of third parties or ZeLoop ; in this regard, the User undertakes not to reproduce, distribute or communicate to the public on the Application, elements protected by copyright or by any other intellectual property right without prior and express consent of the holder (s) of these property rights, or to alter, modify, copy, transmit, sell or distribute all or part of the Application or the Services without the prior written consent of ZeLoop ,
- Endorse crimes or publish illegal, hateful, threatening or pedophile, pornographic, defamatory, obscene, racist, anti-Semitic, xenophobic, revisionist or contrary to public order and morality messages,
- Invade privacy or respect for the dignity of persons,
- Inciting violence, fanaticism, crime, suicide, hatred, because of religion, race, sex, sexual orientation or ethnicity,
- Harass other members of the ZeLoop community,
- Favor or encourage any criminal activity or enterprise,
- Solicit and / or communicate passwords and / or personal information for commercial or illegal purposes,
- Transmit chains of e-mails, unsolicited bulk mailings, instant messages, unwanted advertising messages or unsolicited mail,
- Include advertisements and / or solicitations, contests, in order to offer products and / or services for marketing through the Application,
- Contain addresses or hypertext links to external sites whose content is contrary to the laws and regulations in force, which infringe the rights of third parties or which are contrary to these conditions,
- Include malicious content such as malware, Trojans, viruses or interfering with access to the Site and Application services,
- Pass the User for another User, another person, another entity, or according to a fraudulent, falsified, misleading or deceptive presentation.

(iv) The User is solely responsible for the conservation and confidentiality of his password and undertakes not to communicate his password at any time whatsoever to any other person or Member, or to use another member's account, pseudonym and password. The User must immediately notify ZeLoop of any breach of security or any unauthorized use of his Member account of which he is aware and, in any event, must take the corrective and protective measures offered by and outside the Application.

(v) The User undertakes not to use automated computer systems in order to add Members to his personal profile and / or to send comments or messages for whatever reason. In the same sense, the User agrees not to use automated processes such as robots or scripts. This is strictly prohibited.

(vi) ZeLoop reserves the right, in the event that the Member becomes responsible for an infringement of the legislation in force, a violation of these T & Cs or an infringement of the rights of third parties, to provide, to the request of any police or justice authority (jurisdiction, administrative authority, police, etc.) or injured Member, any information or elements allowing or facilitating the identification of the offending person or Member. ZeLoop will have the possibility of withdrawing or blocking, in accordance with the law, any information or content which appears to it manifestly illicit or at the request of a legitimate authority and / or to close the account of the offending Member.

Article 4 - Intellectual property

(i) The design, form, title, brands and all of the elements contained on the ZeLoop.net site and the ZeLoop Application, whether or not registered internationally under copyright and trademark law, are the exclusive property of ZeLoop or the Company or have been the subject of authorization prior use for the benefit of ZeLoop.

(ii) The general structure of the Site, of the Application, but also all other elements making it up, such as editorial comments, News Letters, illustrations and original images and their organization, as well as any software compilation, fundamental source code, software (including applets), graphic charter, reviews / ratings, visuals, photographs, images, texts and other elements contained on the ZeLoop.net site and the ZeLoop Application and all social networks or sites where ZeLoop is present, are the property of the Company. Any reproduction, total or partial, of the Site and / or the elements composing it by any process whatsoever, without the express prior authorization of ZeLoop or the Company, is therefore prohibited and would constitute an infringement punishable by articles L.335-2 and following of the Intellectual Property Code. The protection of the intellectual property rights of ZeLoop Members is essential. Any individual or legal entity, Member or third party, may inform us of a violation of his or her copyright. ZeLoop will delete the offender's account after verification of the request. ZeLoop may take legal action against infringer if the infringement is found and is harmful.

Article 5 - Commitment and cancellation of User accounts

In accordance with the provisions of Article L.121-21 of the French Consumer Code, the Member registered on the Application expressly acknowledges and accepts that the provision of the service for locating collection points begins immediately after validation of his registration to the Application, but that he holds a legal right of withdrawal equal to a period of fourteen clear days from the date of validation. If the Member makes the request to revoke the registration of his account, he must do so via his personal space by deleting his account. The taking into account of this termination or withdrawal will be effective at the end of the period of 15 days maximum and after receipt by the Company of a letter of withdrawal sent by LAR.

Article 6 - Rewards

- (i) For the successful completion of an action, the user will receive a reward . Different modes of rewards are categorized in the Application.
- (ii) In the absence of contrary elements provided by the Member, the computerized registers, stored in the computer systems of ZeLoop and its partners, under reasonable security conditions, will be considered as proof of deposits, communications, actions, requests, validations and rewards between the members concerned. This information will be deemed authentic unless proven otherwise in writing by the concerned Member.
- (iii) All reward elements can be modified by ZeLoop at all times in order to maintain consistency between criteria defining the allocation of rewards and evolution of the Application.

Article 7 - Allocation of ZeLoop points or tokens

- (i) For the proper achievement of actions, ZeLoop allocates points (or tokens) allowing various uses on and outside the Application. On the Application, the User may, depending on the number of points collected, personalize his avatar. Outside, he can take advantage of freebies, coupons and other benefits in ZeLoop partner network (supermarkets, restaurants, shops, exchange platforms).
- (ii) The distribution or allocation of ZeLoop points or tokens is irreversible and immutable.
- (iii) ZeLoop points or tokens are personal to Members, transferable, exchangeable and ZeLoop or the Company cannot be held responsible for any loss, erroneous or accidental transfer of ZeLoop points or tokens and the private key of the account giving access to these points or tokens.
- (iv) ZeLoop points or tokens are specific to the Application and have the utility described in these T&C's and the White Paper for actions carried out in the Application. Under no circumstances do ZeLoop points or tokens constitute or entitle the holder the right to a share in the capital of the Company or confer a right of partner or shareholder in the Company excluding any participation in its management and any dividend.
- (v) ZeLoop reserves the right to correct the allocation of points or tokens in cases of incorrect declaration of the number of bottles deposited or of falsification of the system. If fraud is found, ZeLoop may block the User's account.

Article 8 - Liability of ZeLoop

- (i) It is expressly agreed that ZeLoop's responsibility cannot be sought in any way whatsoever because of the content published on the Application by the Users, nor of the actions or remarks which would be made outside the Application. The responsibility of each User engages only himself through his actions and words as an adult responsible before the law. Within the framework of these T & C's, it is expressly understood that ZeLoop acts as a platform identifying collection points and putting users in contact. As such, ZeLoop is not bound to any general obligation to monitor any content submitted or disseminated via the Application or the quality of the collection points in terms of post-consumer processing. ZeLoop assumes no responsibility for Users contents and does not endorse any opinion expressed.
- (ii) The User has at his disposal a "report" button in the event that he considers that content published on the Application, and more particularly in a Member account, infringes his personal or intellectual property rights , that it does not respect the provisions of article 2 of the T&C's or that it violates another of the rights of the Members or causes any damage. It is expressly agreed that ZeLoop cannot be held responsible for any fraudulent exploitation of the data which may take place without its knowledge or in contravention of these T & Cs , and in particular for any damage or harm suffered by Members and made or suffered during the carrying out actions , or any other acts which do not respect the laws and rights of other Users.

(iii) ZeLoop cannot be held responsible for technical problems outside its scope of service such as maintenance or network problems attributable to the Internet service provider and which could lead to a temporary interruption of the network, the Member also acknowledging accepting the constraints and limits of the Internet and blockchain network, particularly in terms of the transmission of information data via networks and in terms of data breaches. In any case, ZeLoop cannot be held responsible in the event that the services offered prove to be incompatible with certain equipment and / or functionalities of the Member's IT equipment. Responsibility ZeLoop cannot be held solely because of the malfunction of hyperlinks on the Site and Application referring to third party websites or for their content, including advertisements, products, services and / or other materials available on and from said third party sites, nor for their inaccuracy.

(iv) ZeLoop cannot be held liable for non-performance or poor performance of the reward, either due an insurmountable and unforeseeable act by a third party or a public force, or due to a case of force majeure.

To the extent permitted by law and the commitments expressly made by ZeLoop on the ZeLoop.net site and the ZeLoop Application , nor its managers, employees or other representatives, cannot be held liable for damages, including in particular any loss of data, damage or failure to store content, income, luck or profit , indirect damage and damage to reputation, as well as any request from third parties resulting from or in connection with the use of the Application, information, content, elements or products presented on the Site and the quality and terms of the services rendered and the consideration. ZeLoop may cease, permanently or temporarily, to offer the services (or any other function of the Application) to Users in general, at its sole discretion without notice and without being liable to Users.

Article 9 - Termination of the relationship between the Member and ZeLoop

These T & Cs will continue to apply until terminated by the User or by ZeLoop under the conditions set out below. If the User wishes to terminate the commitment which binds him to ZeLoop , he can do so by closing his Member account. ZeLoop may terminate the contract at any time if:

(i) the User does not comply with one of the terms of these T & Cs (or acts in a way that clearly shows that he does not intend or is unable to comply with the terms of these conditions); or

(ii) ZeLoop is forced to do so by law; or

(iii) ZeLoop is preparing to cease providing the services to Users in their country of residence or in the country where they use the services; or

(iv) the services that ZeLoop makes available to the User are no longer commercially viable from ZeLoop's perspective.

When possible, ZeLoop may notify the interested party of this termination within a reasonable period of time.

Article 10 - Applicable law and general provisions

(i) These T & Cs constitute the agreement (as understood in the preamble) between the User and ZeLoop with regard to their use of the services of the Application and supersede in their entirety any previous agreements entered into between the User and ZeLoop and the Company. These T&C's and the User's relationship with ZeLoop under these terms are subject to French law.

(ii) Any dispute will be subject to the jurisdiction of the French courts.

(iii) If any of the terms of these T & Cs is found invalid by a decision of a competent court, this will be deleted without affecting the other terms of the T & Cs. The terms will remain valid and enforceable.

Date of last modification: March 2020.