

Terms of Use for Obsessionism Ltd., trading as "Trace"

Last updated: July 12, 2025

Acceptance of Terms

These Terms of Use ("Terms" or "Agreement") govern your access to and use of the services, websites, tools, mobile applications ("Mobile Apps"), and all related products and services (collectively, the "Service" or "Services") provided by Obsessionism Ltd., trading as Trace ("Trace," "we," "us," or "our"). By accessing, using, or registering for the Service, you expressly agree to be bound by these Terms and all applicable laws and regulations. If you do not agree to these Terms, you may not use or access the Service.

Trace reserves the right to revise these Terms at any time. Your continued use of the Services after any such revisions signifies your acceptance of the updated Terms.

Eligibility

You must be at least 18 years old to use the Services. If you are under 18 or otherwise incapable of entering legally binding contracts, you may not use our Services. By using the Services, you represent and warrant that you meet this eligibility requirement and that you agree to comply with all applicable laws.

You also agree to provide accurate, truthful information regarding your jurisdiction of residence or shipping country for us to meet regulatory and taxation obligations.

Privacy and Data Protection

Your privacy is essential to us. Please review our Privacy Policy available within our Mobile Apps or on our website found here <https://app.trace.fan/legal-pages/> to understand our practices concerning personal data collection, usage, and sharing.

a supprimé: [insert link]

Intellectual Property

Trace retains all ownership rights, title, and interest (including intellectual property rights) in and to the Service and all materials provided through the Service. This includes but is not limited to designs, texts, graphics, trademarks, logos, and software, and all Digital Assets as described in Trace's Digital Asset Policy found here <https://app.trace.fan/legal-pages/>. You are granted a limited, non-exclusive, non-transferable license solely for personal, non-commercial use of the Service, provided you comply with these Terms.

a supprimé: [hypertink]

You may not reproduce, distribute, publicly display, reverse engineer, or otherwise exploit the Service or any of its content without Trace's explicit written consent.

User Conduct

When accessing or using the Service, you agree not to:

- Violate any applicable laws or regulations.
- ~~Enter, upload~~, transmit, or share content that is unlawful, harmful, threatening, abusive, defamatory, obscene, or invasive of another's privacy.
- Interfere with or disrupt the Service, its infrastructure, or servers.
- Use automated means to collect data or content from the Service.
- Share your account credentials with others or allow unauthorized use of your account.

a supprimé: Upload

External Materials

The Service or users of the Service may provide links or other connections to other websites or resources. You acknowledge and agree that Trace does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("External Materials"). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies. You further acknowledge and agree that Trace shall not be liable for any damage or loss resulting from or arising out of use of or reliance on any External Materials.

Payments and Taxes

If you purchase any paid services, you agree to have a valid payment method on file and authorize us to charge it accordingly. You understand you are responsible for paying applicable taxes or duties related to your use of our Services.

DISCLAIMER

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRACE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) TRACE MAKE NO WARRANTY OR REPRESENTATION: (i) THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE; OR (iv) WITH RESPECT TO THE LAWS OR REGULATIONS IN YOUR JURISDICTION, INCLUDING TAX OR OTHER TREATMENT REGARDING SALES TO YOU.

(c) ALL CONTENT MADE AVAILABLE THROUGH THE SERVICE IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION BEFORE TAKING OR OMITTING ANY ACTION.

LIMITATION OF LIABILITY

(a) IN NO EVENT SHALL TRACE BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DIMINUTION OF VALUE OR ANY OTHER INTANGIBLE LOSS, THE USE AND FUNCTION OF THIS PLATFORM, THE USE OF ANY ELECTRONIC WALLETS, SMART CONTRACTS, CRYPTOCURRENCIES AND/OR DIGITAL ASSETS AND ANY OTHER TECHNOLOGIES USED THE DEVELOPMENT AND DISTRIBUTION OF THE DIGITAL ASSETS, EVEN IF TRACE PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL TRACE'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TERMS OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE EXCEED US\$100.

(b) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

(c) YOU UNDERSTAND AND AGREE THAT OUR THIRD PARTY LICENSORS AND PARTNERS ARE NOT LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSSES OR CLAIMS WHATSOEVER AND THAT ALL LIMITATIONS OF LIABILITY IN THIS TOS APPLY TO OUR LICENSORS AND PARTNERS IN FULL.

Indemnification

You agree to indemnify and hold Trace and its affiliates, directors, officers, employees, and agents harmless from any claims, losses, damages, liabilities, including legal fees arising out of your use of the Service or your violation of these Terms.

BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY—YOU ARE AGREEING TO RESOLVE ALL DISPUTES WITH TRACE THROUGH INDIVIDUAL BINDING ARBITRATION, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND JURY TRIALS. This covers all disputes, except claims suitable for small claims court or issues related to intellectual property rights. You and Trace expressly waive any rights to participate in class actions or representative proceedings. If this class action waiver is deemed unenforceable, all disputes will then be resolved through court proceedings rather than arbitration.

Prior to arbitration or small claims court action, both parties agree to attempt informal resolution. A detailed written notice outlining the dispute must be sent to Trace at: Obsessionism Ltd, 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN Attention: Legal.

Governing Law and Dispute Resolution

These Terms are governed by the laws of England and Wales, without regard to their conflict of laws principles. Any dispute arising under or related to these Terms shall be resolved exclusively in London, England, and you consent to the jurisdiction thereof.

Termination

Trace reserves the right to suspend or terminate your access to the Service at its sole discretion, with or without notice, for violation of these Terms or other conduct deemed harmful to Trace or third parties.

General Provisions

These Terms constitute the entire agreement between you and Trace regarding your use of the Service. If any provision of these Terms is held invalid or unenforceable, such provision will be severed, and the remaining provisions will remain in full force.

For questions or notices concerning these Terms, please contact us via the details provided within the Mobile Apps or our website.