

TERMS OF SERVICE

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These Terms form the general agreement between the user and SIA "Lootory" for access to the Lootory Telegram Mini App, the official project website and any formally launched Lootory marketplace interface.

CURRENT PLATFORM STATUS

lootory.online is the official informational project website. The current P2P Escrow Trading Layer marketplace operates in the Lootory Telegram Mini App. lootory.gg is the planned future official web marketplace and is not active until formally launched.

1. ACCEPTANCE AND DOCUMENT HIERARCHY

By creating or using an Account, accessing a Platform feature, publishing a trading post, connecting a Wallet, funding a Transaction or otherwise using Lootory, the user agrees to these Terms and the transaction-specific information confirmed before funding.

Where active consent is legally required, continued use alone does not substitute for that consent. A user who does not agree must not use the relevant feature.

Mandatory applicable law prevails over these Terms. For a funded Transaction, the Confirmed Transaction Terms govern transaction-specific commercial details; these Terms govern the general Platform relationship. A specific in-product Transaction rule prevails over a general provision only for the operational issue it expressly addresses.

2. OPERATOR AND OFFICIAL CHANNELS

The Platform is operated by SIA "Lootory", registration number 40203717544, registered office Irbenes iela 14-83, Riga, LV-1058, Latvia.

- lootory.online: current official informational project website.
- Lootory Telegram Mini App: current product interface for the Tap, Task and Engagement Layer and the P2P Escrow Trading Layer.
- lootory.gg: planned future official web marketplace; it is not operational until Lootory formally announces launch through verified channels.

A feature is available only when displayed as active in an official interface. A roadmap, whitepaper, pitch deck, social post or community message does not create a binding launch obligation unless expressly incorporated into a written agreement.

3. DEFINITIONS

Term	Meaning
Account	the user profile and access relationship used to interact with Lootory.
Asset	a permitted RMT or GameFi gaming asset, including a Game Account, skin, item, game currency or gaming-related NFT.
Buyer	the user acquiring an Asset or Gaming Service.
Seller	the user offering or providing an Asset or Gaming Service.

Term	Meaning
Confirmed Transaction Terms	the transaction-specific terms accepted by Buyer and Seller before funding, including Asset or Service, price, Supported Asset, delivery, inspection, Wallets and deadlines.
Escrowed Funds	the Supported Assets committed to the Transaction-specific 2-of-3 multisignature arrangement.
Gaming Service	a permitted gaming-related service such as boosting or coaching.
Lootory Fee	2% of the Validated Amount released to the Seller, unless the Confirmed Transaction Terms clearly disclose another permitted allocation.
Platform	the Lootory Telegram Mini App, lootory.online, and any functionality later formally launched on lootory.gg.
Points	internal engagement records with no guaranteed monetary or cryptoasset value.
Professional Trader	a Seller acting for purposes relating to trade, business, craft or profession.
Supported Asset	the exact TON-native coin or TON-based token expressly shown as supported for the relevant Transaction.
Transaction	a Buyer-Seller trade or Gaming Service arrangement created through Lootory.
Validated Amount	the portion of Escrowed Funds approved for release to the Seller after validation or settlement.
Wallet	a supported blockchain wallet controlled by the user.

4. ELIGIBILITY

The user must be at least 18 years old, have legal capacity to enter the relevant agreement, and not be prohibited by law, sanctions or a binding restriction from using the feature. Parental or guardian permission does not permit a person under 18 to use Lootory.

Lootory may restrict countries, users, Wallets, Assets, Providers or features where legally, technically, commercially or operationally necessary. Availability in an interface does not guarantee that a third-party Provider will accept a user or jurisdiction.

5. ACCOUNTS AND TELEGRAM AUTHENTICATION

Telegram authentication is the primary current Account access method. The user is responsible for securing the Telegram Account, connected devices, two-factor authentication and recovery methods.

- Provide accurate information and do not impersonate another person.
- Do not share the Account with a minor or use another person to evade restrictions.
- Do not create duplicate or linked Accounts to manipulate Points, referrals, reviews, reports or Transactions.
- Notify Lootory promptly of suspected compromise or unauthorised use.

Lootory does not promise email login until that functionality is expressly launched.

6. WALLETS AND SELF-CUSTODY

Users connect and control their own supported Wallets. Lootory does not ordinarily possess private keys, seed phrases, recovery phrases or Wallet passwords and cannot restore a self-custodial Wallet.

Before signing, the user must verify the Wallet Address, token contract, network, amount and transaction instruction. Blockchain transactions may be irreversible. Connecting a Wallet does not make every token in that Wallet a Supported Asset.

7. PLATFORM LAYERS AND FEATURE STATUS

The Tap, Task and Engagement Layer provides Points, tasks, campaigns and referral functionality under the then-current programme rules.

The P2P Escrow Trading Layer allows adult users to trade permitted RMT and GameFi Assets and Gaming Services directly with each other. Lootory is not the owner or Seller of user-listed Assets unless it expressly states otherwise.

Provider-based fiat payments and payouts, AI-Assisted Review and \$LOOTR are planned functionality. They are inactive until separately launched with appropriate terms, disclosures and controls.

8. LISTINGS, OFFERS AND CONFIRMED TRANSACTION TERMS

A Seller must accurately describe the Asset or Gaming Service, ownership or authority, material restrictions, delivery method, region or server, timing and any publisher-related risk known to the Seller.

Before funding, Buyer and Seller must confirm the material Transaction terms. Users must not rely on off-platform promises that are not included in the Confirmed Transaction Terms or preserved in the supported Transaction record.

The user remains responsible for checking publisher rules, transferability, authenticity, legality, technical compatibility and whether the Transaction is permitted in the user's jurisdiction.

9. ESCROW STRUCTURE AND FUNDING

The approved Escrow model uses a 2-of-3 multisignature arrangement involving Buyer, Seller and Lootory. At least two authorised signatures are required. Lootory cannot move Escrowed Funds using only its own signature.

- Buyer + Seller may sign an agreed ordinary settlement, cancellation or split settlement.
- Buyer + Lootory may sign an approved Buyer refund.
- Seller + Lootory may sign an approved Seller release.
- Lootory may refuse to sign where settlement would be unlawful, insecure, inconsistent with the approved outcome or technically invalid.

Funding is complete only after the required Supported Asset and amount are confirmed through the supported blockchain process. Sending an unsupported token, wrong network, duplicate amount, underpayment or overpayment may delay or prevent recovery.

10. DELIVERY, INSPECTION AND VALIDATION

The Seller must deliver according to the Confirmed Transaction Terms and preserve appropriate evidence. The Buyer must inspect and respond within the displayed period.

For Game Accounts, the parties should confirm credentials, recovery channels, linked services, region, restrictions and required security changes. For items or currency, the parties should confirm quantity, game, server, destination and delivery method. For Gaming Services, the parties should define scope, access, milestones, deadlines and acceptable evidence.

Silence, delay or a technical interface state does not automatically prove delivery where the evidence or applicable rules require review. A Milestone is validated only for the approved portion.

11. FEES, SETTLEMENT AND MILESTONES

The Lootory Fee is 2% of the Validated Amount released to the Seller. Unless clearly disclosed otherwise, the Seller receives 98% and Lootory receives 2%.

No Lootory Fee applies to a full Buyer refund or to amounts that remain escrowed. For Milestones, the fee applies separately to each validated amount released to the Seller.

Network fees, Wallet fees, Provider charges, conversion spreads, taxes and third-party costs are separate. The interface should disclose known charges before confirmation where reasonably available.

12. CANCELLATION, DISPUTES AND REFUNDS

There is no universal refund or non-refundable rule for all Transactions. The outcome depends on funding status, Confirmed Transaction Terms, delivery, evidence, party status, applicable law and the 2-of-3 signing structure.

A funded Transaction may be cancelled by mutual agreement or resolved through the supported dispute process. Opening a dispute does not itself decide the outcome or transfer funds.

Lootory may review the Transaction record, evidence, public blockchain data and party submissions. An authorised Human Reviewer must approve every disputed settlement before Lootory provides its signature. AI output, if later used, is advisory and not proof.

- Full Buyer refund: no 2% Lootory Fee.
- Partial settlement: 2% applies only to the portion released to the Seller.
- Seller release: the approved amount is released under the applicable signer combination.
- Mutual settlement: Buyer and Seller may agree a refund, release or split consistent with the escrow contract and law.

The operational dispute process is not a court, arbitration or game-publisher ruling and does not prevent either party from exercising mandatory external rights.

13. PERMITTED AND PROHIBITED ASSETS OR SERVICES

Permitted categories may include Game Accounts, skins, items, game currencies, gaming-related NFTs and Gaming Services such as boosting or coaching, subject to the official interface and applicable restrictions.

Users must not list or trade unlawful property, stolen or hacked Assets, prohibited financial products, real-world assets, malware, access obtained without authority, or any category prohibited by Lootory, a binding law or sanctions restriction.

A game publisher may prohibit RMT or account transfers. Lootory cannot guarantee that the publisher will recognise or tolerate a Transaction.

14. POINTS, REFERRALS AND PLANNED \$LOOTR

Points are internal engagement records. They are not money, deposits, electronic money, financial instruments or guaranteed cryptoassets and do not guarantee conversion, allocation, price, eligibility or launch of \$LOOTR.

Lootory may correct or reverse Points resulting from errors, bots, self-referrals, duplicate Accounts, prohibited automation, reversed qualifying activity, fraud, underage activity or other invalid activity.

\$LOOTR is planned and inactive. No offer, presale, airdrop, listing or conversion right exists unless Lootory publishes separate legally compliant launch documentation.

15. PAYMENTS, PROVIDERS, KYC AND AML

Initial cryptoasset settlement may use the native TON coin and selected TON-based stablecoins expressly displayed in the Transaction interface. Telegram Stars are not accepted for Escrow funding, Seller payouts, refunds, Milestones, disputed settlement or the Lootory Fee.

Lootory does not ordinarily conduct routine KYC or collect passports, identity cards, verification selfies, proof of address, source-of-funds files or complete Provider verification records.

Where a future payment, cryptoasset, conversion or payout Provider requires verification, the user ordinarily submits information directly to that Provider. The Provider's terms, fees, limits, country coverage and decisions apply. Use of a Provider does not remove any obligation imposed directly on Lootory by law.

16. AI-ASSISTED REVIEW

AI-Assisted Review is planned. If launched, it may help organise messages, extract data, compare evidence and identify inconsistencies or risk indicators.

AI output is not proof and cannot independently decide a disputed settlement, hold a signing key or move Escrowed Funds. Private Transaction Evidence must not be used for general-purpose model training by default.

17. USER CONTENT AND INTELLECTUAL PROPERTY

Users retain rights they lawfully hold in original content. The user grants Lootory a worldwide, non-exclusive, royalty-free licence to host, store, display, format, transmit, moderate, redact and process content only as reasonably necessary to operate the Platform, facilitate Transactions, resolve disputes, provide support, maintain security, comply with law and defend legal claims.

Users must have authority to submit content and must not include unlawful material, unnecessary personal data, private keys, seed phrases, authentication codes or unrelated private communications.

Lootory and its licensors retain rights in the Platform software, branding, original designs, documentation and databases. Reference to a game does not imply publisher endorsement.

18. ACCEPTABLE USE AND SECURITY

- Do not commit fraud, theft, phishing, impersonation, malware distribution, unauthorised access or settlement manipulation.
- Do not harass, threaten, extort, dox, exploit minors or submit unlawful hateful or abusive content.
- Do not publish false listings, counterfeit Assets, fabricated evidence or attempt post-sale Account recovery.
- Do not use bots, scripts or multiple Accounts to manipulate tasks, Points, referrals, reviews, reports or Transactions.
- Do not evade sanctions, fees, technical controls or Provider restrictions.
- Never request or disclose seed phrases, private keys, Wallet passwords, Telegram authentication codes or payment credentials.

Good-faith security research is permitted only under Lootory's published vulnerability disclosure conditions and within an expressly authorised scope.

19. THIRD-PARTY SERVICES AND PUBLISHERS

Telegram, TON, Wallet providers, stablecoin issuers, game publishers, hosting services, payment or cryptoasset Providers and other third parties are independent. Their terms, outages, freezes, restrictions, fees, data processing and decisions may affect the Platform.

Lootory does not guarantee continued operation of a game, server, API, token, Provider or third-party service and cannot compel a publisher or Provider to recognise a Transaction or reverse its decision.

20. PRIVATE SELLERS, PROFESSIONAL TRADERS AND CONSUMERS

A Seller must accurately state whether acting as a Private Seller or Professional Trader. A Professional Trader remains responsible for mandatory pre-contract information, withdrawal, conformity, complaint and other consumer obligations applicable to its activity.

Lootory is not the Seller merely because the Transaction uses the Platform. Mandatory consumer rights depend on the actual status of the parties, the nature of the Asset or Service and applicable law.

21. MODERATION, SUSPENSION AND ACCOUNT CLOSURE

Lootory may warn, remove content, restrict features, prevent new Transactions, suspend or terminate Accounts, preserve records or take other proportionate action for material or repeated breach, fraud, sanctions, security risk, underage use, legal requirements, Provider restrictions or feature discontinuation.

A restriction does not give Lootory unilateral authority to seize, redirect, refund or release Escrowed Funds. A restricted user may retain limited access necessary to resolve an active funded Transaction safely.

Users may request Account closure, subject to active Transactions, unresolved obligations, public blockchain records and lawful retention.

22. DISCLAIMERS AND RISK ALLOCATION

To the extent permitted by law, the Platform, User Content and third-party services are provided on an "as available" basis. Lootory does not guarantee uninterrupted operation, perfect security, publisher acceptance, authenticity, value, liquidity, Provider approval, recovery of lost credentials or a particular dispute outcome.

Cryptoassets, RMT, GameFi Assets, self-custody, smart contracts, stablecoins, Gaming Services and Game Accounts involve substantial risks. Users must read the separate Disclaimer and Risk Disclosure before funding.

Nothing provided by Lootory is personalised investment, financial, legal, tax or accounting advice. Mandatory rights and liability that cannot lawfully be excluded remain unaffected.

23. LIMITATION OF LIABILITY

Nothing in these Terms excludes or limits liability for fraud, intentional misconduct, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded or limited.

For Consumers, exclusions and limitations apply only to the extent permitted by mandatory consumer law and do not limit remedies that cannot be waived.

For users acting for business purposes, and to the maximum extent permitted by law, Lootory is not liable for indirect, incidental, special, punitive or consequential loss, lost profit, lost opportunity, publisher action, token volatility, compromise outside Lootory's reasonable control or third-party service failure. Lootory's aggregate contractual liability for direct loss will ordinarily not exceed the greater of the Lootory Fees paid by that user in the preceding 12 months or EUR 100.

24. THIRD-PARTY CLAIMS

To the extent permitted by law, a user must reimburse Lootory for reasonable losses arising from a third-party claim caused by the user's unlawful content, infringement, fraud or intentional breach, provided Lootory gives reasonable notice and permits appropriate participation in the defence.

This clause does not require a Consumer to indemnify Lootory for Lootory's own breach, negligence or matters outside the Consumer's control.

25. PRIVACY AND STORAGE TECHNOLOGIES

Lootory processes personal data under the Privacy Policy. Cookies, local storage, SDKs and similar technologies are addressed in the Cookie Policy. Acceptance of these Terms is not consent to optional tracking technologies or optional data purposes.

26. GOVERNING LAW, COMPLAINTS AND COURTS

These Terms are governed by Latvian law, without depriving a Consumer of mandatory protections available under the law of the Consumer's habitual residence where applicable.

Before court proceedings, the user and Lootory should attempt to resolve the matter through the relevant support or legal contact. Buyer-Seller Transaction disputes are handled operationally through the supported dispute process and are not court or arbitration proceedings.

The courts of Latvia have jurisdiction, subject to mandatory consumer jurisdiction and other non-waivable rules. These Terms do not impose mandatory arbitration, a class-action waiver or a jury-trial waiver.

27. CHANGES AND GENERAL PROVISIONS

Lootory may update these Terms for legal, security, operational or product reasons. Material changes will be identified by date or version and communicated where required. Changes do not retroactively alter the commercial or escrow terms of a funded Transaction unless mandatory law requires it or the parties validly agree.

If a provision is invalid or unenforceable, the remainder continues to apply and the affected provision is interpreted as closely as legally possible to its intended effect. Failure to enforce a provision is not a waiver.

Users may not assign an Account or these Terms without Lootory's consent. Lootory may assign these Terms as part of a genuine corporate reorganisation or transfer, subject to applicable law and appropriate notice.

The English version controls unless Lootory expressly identifies another version as controlling. Electronic communications and records may satisfy writing requirements where legally permitted.

CONTACT AND OPERATOR

Purpose	Contact
General and Transaction support	support@lootory.gg
Privacy and data-protection matters	privacy@lootory.gg
Security incidents and vulnerability reports	security@lootory.gg
Formal legal and intellectual-property notices	legal@lootory.gg

Operator: SIA "Lootory", registration number 40203717544, registered office Irbenes iela 14-83, Riga, LV-1058, Latvia.