

TERMS OF SERVICE

(Last updated: 11-April-2025)

Please read the terms of service (the "**Terms of Service**") below carefully. This Terms of Service sets out the terms and conditions upon Wings Lab Pte. Ltd., and/or its holding company and/or its subsidiaries and such other affiliated companies (collectively referred to as "**Wings Lab**") offers access to the website found at <https://birdeye.so>, and any of its subdomains or subpages (the "**Website**") to you, the customer, irrespective of whether or not you are a Member (as defined below) ("**You**") and the use of its services provided via the Website (the "**Services**").

Your use of, and participation in certain Services may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be listed in this Terms of Service or will be presented to you for your acceptance when you purchase any such supplemental Service. If this Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to such Service purchased. This Terms of Service and any applicable Supplemental Terms shall be collectively referred to herein as the "**Terms**".

By clicking on the checkbox "**I have read the Terms of Service and agree to the terms and conditions therein**", you confirm that you have read and understood the Terms of Service and have agreed to (a) enter into an agreement with us on the terms and subject to the conditions set out in the Terms of Service and (b) create an account with Wings Lab ("**Account**").

We reserve the right to modify, vary and change the Terms or our policies relating to the Terms at any time as we deem fit. Such modifications, variations and or changes to the Terms or its policies relating to the Services shall be effective upon the posting of an updated version on our Website. You agree that it shall be your responsibility to review the Terms regularly, whereupon the continued use of any of the Services after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to these changes.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Terms of Service, the following capitalised terms shall have the following meanings, except where the context otherwise requires:

"**Account**" has the meaning set out in the opening paragraphs above;

"**API**" means application programming interface;

"**Connected Wallets**" refer to self-custodial cryptocurrency wallets that are linked by Users to the Website for the purpose of accessing third-party services, including but not limited to trading and data aggregation. These wallets are controlled exclusively by Users and are not managed, stored, or held by Wings Lab;

"**Dashboard**" has the meaning set out in Clause 4.1 below;

"**Free Trial**" means the trial version of the Services available to Users for free for a period of time. The availability of rules and functionalities of the Services is limited in the Free Trial.

"**Jupiter API**" means the API provided by Block Racoon S.A.;

"Intellectual Property" means intellectual property rights of any kind including without limitation, all rights in or arising out of patents, trade, service and other marks, registered designs (and applications for all of the same), copyrights, rights affording equivalent protection to copyrights and design rights, topography rights, moral rights, trade, product, brand and business names, get ups, inventions, discoveries, improvements, designs, techniques, computer programs, trade secrets, supply distributorship agency and other like agreements, technical and commercial know how and confidential processes and information including rights acquired under licences or other agreements in connection with any of the same and full right to all intellectual property and legal protection relating to the same and in every case (unless the context otherwise requires);

"Linked Sites" has the meaning set out in Clause 12.1 below;

"Member" means the holder of an Account;

"Partners" refers to third-party entities or organizations that collaborate with Wings Lab to offer promotional campaigns, such as token airdrops, free coin distributions, or other incentives and **"Partner"** refers to each of them;

"Personal Data" has the meaning set out in the Personal Data Protection Act 2012;

"Privacy Policy" means the privacy policy found on the Website;

"Services" has the meaning set out in the opening paragraphs above;

"Supplemental Terms" has the has the meaning set out in the opening paragraphs above;

"Terms of Service" has the meaning set out in the opening paragraphs above;

"Terms" has the meaning set out in the opening paragraphs above;

"Third Party Service Providers" means third party service providers engaged by Wings Lab either for purposes of providing the Services or facilitating Wings Lab's compliance with any of its other obligations under this Terms of Service, or to facilitate the Wings Lab's business operations;

"Third Party Sources" has the meaning set out in Clause 4.1;

"User" refers to any individual or entity accessing and using the Website and/or the Services;

"Website" has the meaning set out in the opening paragraphs above.

"Wings Lab, we, us, or our" means Wings Lab as defined in the opening paragraphs above;

1.2 Interpretation

1.2.1 References to **"clauses"** are to clauses of this Terms of Service;

1.2.2 Headings are for ease of reference only and shall not affect the interpretation or construction of the Terms of Service;

1.2.3 Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;

1.2.4 References to **"includes"** or **"including"** or like words or expressions shall mean without limitation.

2. REGISTRATION AND MEMBERSHIP

2.1 Creation of your Account

- 2.1.1** You must register and maintain an Account with Birdeye.so in order to use the Services. You agree that any information provided in the creation of the Account shall be considered business contact information and not Personal Data.
- 2.1.2** You agree to provide accurate, current and complete information as required for the opening of the Account, and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Terms. You agree that Wings Lab may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, Wings Lab has the right but not the obligation to terminate your use of the Services at any time with or without notice.
- 2.1.3** You must be at least 18 years to register and maintain an Account with Wings Lab.
- 2.1.4** Where you are creating an Account on behalf of a corporate entity, you warrant and represent that you have the requisite authority to do so, and in doing so shall be binding the corporate entity to this Terms of Service.
- 2.1.5** You may only use the Services and your Account for your own account and not on behalf of or for the account of any third party, and you may not intentionally or unintentionally provide any third party with access to your Account, except as expressly permitted in writing by Wings Lab or in this Terms of Service.

2.2 Free Trial

- 2.2.1** Before or upon registration of your Account, you may have an option to select a Free Trial whereby you would be entitled to use the Services for free for a period of time subject to automatic renewal unless cancelled by you.
- 2.2.2** Certain functionalities of the Services are subject to limitations during the Free Trial. Wings Lab reserves the right, at its sole discretion, to modify the structure, duration, features, or availability of the Services during the Free Trial, with or without notice to you.
- 2.2.3** Wings Lab reserves the right to introduce or withdraw the option for Users to select a Free Trial (or a similar promotion) at any time and without prior notice.
- 2.2.4** The availability of a Free Trial is at the sole discretion of Wings Lab. No specific duration, features, or continued availability of the Free Trial is guaranteed. Wings Lab may, at any time and without liability, modify, suspend, or terminate your access to the Free Trial, with or without cause.

2.3 Service Options and Payment Terms

- 2.3.1** You can find a description of our Services on our Website.
- 2.3.2** The following payment terms shall apply to your purchase of any Service and you agree to be bound by them.
 - (i) **Charges.** If there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services excludes all applicable taxes, unless stated otherwise. You are solely responsible for paying such taxes or other charges.

- (ii) **Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service.
- (iii) **Billing.** By providing Wings Lab with a payment method, you (i) warrant and represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize Wings Lab to charge you for the Services or available content using your payment method; and (iii) authorize Wings Lab to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription of the Services. In addition, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.
- (iv) **Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually), you agree that you are authorizing recurring payments, and payments will be made to Wings Lab by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or Wings Lab.
- (v) **Overage Partial Charge.** Each package includes a certain number of Compute Units (CUs). In the event that your usage of the **Services** exceeds the data limit of your subscribed package, you will be subject to additional charges for the excess usage ("**Overage Charges**"). Such charges will be calculated on a pro-rata basis in accordance with the rates set forth in your subscription. Any partial or fractional excess usage will be rounded up to the nearest applicable unit and billed accordingly. Overage Charges will be automatically added to your next billing cycle and/or deducted from your prepaid credit. By continuing to use the Services after exceeding your data limit, you acknowledge and agree to these charges. If payment for Overage Charges fails, your access to the Services will be suspended within one (1) day. To resume access, you must settle the overdue payment. If the payment remains unresolved for one (3) day, your Account will be terminated.
- (vi) **Automatic Renewal.** You may choose for Services to automatically renew at the end of a fixed service period. We will remind you by email, or other reasonable manner, before any Services renew for a new term, and notify you of any price changes in accordance with this Clause 2.3.2(viii). Once we have reminded you that you elected to automatically renew the Services, we may automatically renew your Services at the end of the current service period and charge you the then current price for the renewal term, unless you have chosen to cancel the Services as described below.
- (vii) **Refund Policy.** Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.
- (viii) **Price Changes.** We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

- (ix) **Disputes and Chargebacks.** Disputes regarding payments should be addressed directly with our support team at admin@birdeye.so. We will review and process all dispute claims within 15 business days; during this period, your Account will remain suspended pending resolution. If the dispute is resolved in your favor, any necessary adjustments will be made; otherwise, you will remain liable for all amounts and associated charges. Filing a chargeback with your payment provider without first contacting us may result in immediate suspension of your Account and any use of the Services. You acknowledge and agree that creating a new account to circumvent such suspension is strictly prohibited. In such event, Wings Lab has the right to terminate your use of the Services at any time with or without notice.
- (x) **Payment Failure.** If a payment attempt fails due to any reason, your subscription and access to the Services may be temporarily suspended until the issue is resolved. Users are responsible for ensuring valid and up-to-date payment methods are available to avoid service disruptions. Users acknowledge that failure to maintain a valid payment method is their sole responsibility, and Wings Lab has no obligation to restore access once an Account is suspended due to non-payment. Repeated payment failures may result in permanent suspension of your Account or restrictions on future purchases.

2.3.3 By completing your purchase of a Service(s), you expressly waive any right to dispute or request a refund based on dissatisfaction, misunderstanding of features, or failure to use the Service(s).

3. USER ACKNOWLEDGMENT

The User agrees and acknowledges that:

3.1 Third-Party API Integration

- 3.1.1** Services accessed through the Website are provided by independent third-party platforms, including Jupiter API.
- 3.1.2** The Website is not a trading platform, does not execute transactions, and does not hold customer funds.
- 3.1.3** All transactions are completed directly through Users' connected wallets. Please review the respective third-party provider's terms before proceeding with any transaction.

3.2 No Wallet Services

- 3.2.1** Wings Lab does not provide wallet services and does not have access to, control over, or custody of any funds or digital assets stored in Connected Wallets.
- 3.2.2** Transactions initiated through the Website are executed directly via third-party services using the User's Connected Wallet.
- 3.2.3** Security, management, and backup of the private keys associated with Connected Wallets are solely the responsibility of the User.
- 3.2.4** Without prejudice to the generality of Clause 13, Wings Lab is not responsible for any losses, breaches, or errors arising from the use of Connected Wallets, including unauthorized access, forgotten credentials, or transaction failures.

4. DASHBOARD

- 4.1 The "**Dashboard**" refers to a Service that allows you to view a broad range of aggregated cryptocurrency market data and analytics obtained and summarized from various third-party sources obtained and summarised from various third-party sources ("**Third Party Sources**"). This includes, but is not limited to, real-time and historical price data, trading volumes, liquidity metrics, blockchain transaction records and token analytics (the "**Dashboard**" and the "**Dashboard Information**" respectively)
- 4.2 You agree and acknowledge that the Dashboard and the information contained therein, including the Dashboard Information is and shall remain the Intellectual Property owned by Wings Lab or the Third Party Sources as applicable, and that no proprietary rights are being transferred to you in such materials or in any of the information contained therein.
- 4.3 Wings Lab does not control, curate, or edit the content displayed on the Dashboard. The information shown may include third-party names, logos, descriptions, and other market data that are automatically sourced from Third-Party Sources. Wings Lab is not responsible for the accuracy, completeness, or appropriateness of any such information.
- 4.4 Wings Lab makes no warranties, express or implied, as to the accuracy, adequacy or completeness of any of the information contained in the Dashboard. All such materials are provided to you on an "as is" basis, without any warranties as to merchantability or fitness for a particular purpose or use nor with respect to the results which may be obtained from the use of such materials. For the avoidance of doubt, Wings Lab does not and cannot guarantee or represent that any of the information and data made available via the Dashboard is real-time, accurate, complete, current or appropriate for your needs whether such information is obtained and summarised from Third Party Sources.
- 4.5 You further acknowledge that the information displayed on the Dashboard may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Wings Lab is not obligated to update any information or opinions contained in the Dashboard, and we may discontinue offering the Dashboard as a Service at any time without notice. You agree that Wings Lab will not be liable in any way for the termination, interruption, delay or inaccuracy of any information displayed on the Dashboard. You shall not "deep-link", redistribute or facilitate the redistribution of Dashboard Information. You shall also not provide access to the Dashboard Information to anyone who is not authorized by Wings Lab to receive the Dashboard Information.
- 4.6 ALL INFORMATION AND DATA MADE AVAILABLE VIA THE DASHBOARD IS PROVIDED ON AN "AS-IS" BASIS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED FOR ACTUAL TRADING PURPOSES OR MARKET ADVICE. NO INFORMATION, INCLUDING THE DASHBOARD INFORMATION, ON IS TO BE CONSTRUED AS FINANCIAL PRODUCT ADVICE OR A RECOMMENDATION.
- 4.7 Wings Lab shall have no responsibility or liability for any errors or omissions nor shall they be liable for any damages, whether direct or indirect, special or consequential even if we have been advised of the possibility of such damages. Furthermore, Wings Lab shall have no responsibility or liability for delays or failures due to circumstances beyond their control.
- 4.8 Without limiting the generality of Clause 12, Wings Lab does not monitor or investigate Linked Sites of the Third Party Sources in the Dashboard and accepts no responsibility or liability for any loss arising from the content or accuracy of this material and any opinion expressed in the material should not be taken as an endorsement, recommendation or opinion of Wings Lab.
- 4.9 Users encountering inappropriate, misleading, or offensive content may report such content to admin@birdeye.so, but Wings Lab is not obligated to take action beyond investigating reported issues. Wings Lab has the sole and absolute discretion in dealing with any such

reported issues. Wings Lab is under no obligation to provide any updates regarding the progress or outcome of any investigation.

5. PARTNERS

5.1 Users engaging with Services provided by Partners do so at their own risk. Wings Lab is not responsible for the actions, omissions, or performance of its Partners.

5.2 Any disputes arising from Services provided by Partners must be resolved directly between the User and the Partner. Wings Lab does not mediate or resolve disputes on behalf of its Partners

5.3 By using Services provided by Partners, Users agree to comply with any additional terms and conditions set forth by the Partner. These terms are separate from and in addition to this Terms.

6. PROMOTIONS

6.1 Promotions with Partners

6.1.1 Wings Lab may, from time to time, run promotional campaigns in collaboration with third-party Partners. During these promotions, Users may have the opportunity to receive free coins or tokens through airdrops or other means.

6.1.2 In connection with such promotions, Wings Lab may share the address of your Connected Wallet with the participating Partner(s) for the purpose of facilitating the airdrop or promotion.

6.2 User Consent and Responsibility

6.2.1 Your participation in any promotion or airdrop is entirely voluntary and Users may be required to meet specific eligibility criteria as determined by Wings Lab or the respective Partner to participate in a promotion. By opting into a promotion, you explicitly consent to:

- (i) the sharing of the address of your Connected Wallet with the relevant Partner(s); and
- (ii) receiving the promotional tokens, coins, or rewards as described in the promotion.

6.2.2 All token airdrops are conducted on an ad hoc basis. Even if you have previously consented to sharing the address of your Connected Wallet or participated in a promotion, you will be required to provide explicit consent for each new airdrop or promotion. This means:

- (i) You must actively acknowledge and agree to the terms of each promotion before the address of your Connected Wallet is shared or you are enrolled in the promotion.
- (ii) Previous consents do not carry over to future promotions.

6.2.3 By participating in a promotion, you acknowledge and agree that:

- (i) You are solely responsible for ensuring the accuracy of the address of your Connected Wallet.
- (ii) Wings Lab is not liable for any errors, losses, or issues arising from incorrect or incomplete wallet information provided by you.

6.3 No guarantee of Promotional Rewards

6.3.1 Where a promotional reward involves the distribution of tokens, coins or other digital assets, Wings Lab makes no representations, warranties, or guarantees regarding the issuance, receipt, timing, accuracy, or value of any such rewards. Users acknowledge that:

- (i) Wings Lab does not control, manage, or influence the distribution of tokens or rewards.
- (ii) There is no assurance that any reward will be issued, credited, or delivered as expected, if at all.
- (iii) Delays, failures, or modifications to the reward structure may occur at the sole discretion of the Partner or any other third-party provider, without prior notice.
- (iv) Wings Lab is not liable for any losses, claims, or damages arising from a User's reliance on, expectation of, or inability to receive promotional rewards.

6.3.2 Users assume full responsibility for reviewing the terms and policies of the relevant Partner before participating in any promotion. Wings Lab disclaims all liability for any disputes, errors, or issues related to promotional reward distributions.

6.4 Changes to Promotions

Wings Lab reserves the right to modify, suspend, or cancel any promotion at any time without prior notice.

7. REPRESENTATIONS AND WARRANTIES

7.1 You expressly represent and warrant that you are legally entitled to accept and agree to the Terms, that you have the right, authority and capacity to use the Services and to be bound by the Terms, and that you are at least eighteen (18) years old at time of acceptance of the Terms. Without limiting the generality of the foregoing, the Services are not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship.

7.2 In addition, you agree and acknowledge that:

- 7.2.1** You will only use the Services for lawful purposes;
- 7.2.2** You shall not use the Website for purposes other than enjoying the Services;
- 7.2.3** The Services are provided on a reasonable effort basis;
- 7.2.4** We may alter, suspend, or discontinue the Services in whole or in part, at any time and for any reason, without notice, subject to the terms of any applicable written agreement;
- 7.2.5** You shall not impair or circumvent the proper operation of the network which the Services operate on;
- 7.2.6** You will only use the Services for the purpose for which it is intended to be used;
- 7.2.7** You will not try to harm the Services in any way whatsoever;
- 7.2.8** You will only use the Services for your personal own use and will not resell it to a third party;

- 7.2.9 You will keep secure and confidential your Account password or any identification we provide you which allows access to the Services;
- 7.2.10 You will immediately notify us of any unauthorized use of your Account;
- 7.2.11 You are solely responsible for all activity and usage on your Account, including, but not limited to, use of the Account by any third party authorized by you to use your email address and password;
- 7.2.12 You will provide Wings Lab with proof of identity as it may reasonably request or require;
- 7.2.13 You acknowledge and agree that only one (1) Account can be registered on one device;
- 7.2.14 You agree to provide accurate, current and complete information as required for the Services, including any information provided in relation to your billing account and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Terms. You agree that Wings Lab may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, Wings Lab has the right but not the obligation to terminate your use of the Services at any time with or without notice;
- 7.2.15 You will only use an access point or data account which you are authorized to use;
- 7.2.16 You shall not impair or circumvent the proper operation of the network which the Services operates on;
- 7.2.17 You agree that from time to time the Services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades or service malfunctions, and causes beyond Wings Lab's control or which are not reasonably foreseeable by Wings Lab, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures or due to maintenance or malfunction of Wings Lab's machinery, computers, equipment, systems or other tools required for purposes of carrying out the Services, or for any other reasons ("**Downtime**"). You further agree that Wings Lab shall not be held liable for any failure, losses or damages which may arise as a result of the Downtime; and
- 7.2.18 You agree that your use of the Service will be subject to Wings Lab's Privacy Policy as may be amended from time to time.

8. **PRIVACY POLICY**

- 8.1 The provision of your Personal Data is voluntary. However, if you do not provide Wings Lab with your Personal Data, Wings Lab will not be able to process your Personal Data for the Purposes and Additional Purposes outlined below and may not be able to provide the Services to you.
- 8.2 To allow the provision of Services by Wings Lab to you, you hereby expressly agree and consent to Wings Lab collecting, using and processing your Personal Data for business and activities of Wings Lab which shall include, without limitation the following (the "**Purposes**"):
 - 8.2.1 to provide you with the Services pursuant to the Terms of Service;
 - 8.2.2 to process, manage or verify details in your Account, including but not limited to verifying your age or identity;

- 8.2.3 communicating with you, including providing you with updates on changes to Services (whether made available by us or through us) including any additions, expansions, suspensions and replacements of or to such Services and their terms and conditions;
 - 8.2.4 to develop, enhance and provide what is required pursuant to the Terms of Service herein to meet your needs;
 - 8.2.5 to understand and analyse your needs and preferences in relation to the Services pursuant to the Terms of Service herein;
 - 8.2.6 to enhance Wings Lab's processes, advertising, notifications, authentication, security and compliance, analytics and preference management;
 - 8.2.7 creating and maintaining credit and risk related models;
 - 8.2.8 to provide you with supporting services and functions related to your Account;
 - 8.2.9 for Wings Lab, its officers, employees, directors, authorised representatives and agents to comply with all applicable laws, regulations, rules, directives, orders, instructions and requests from any local or foreign authorities, including regulatory, governmental, tax and law enforcement authorities or other authorities;
 - 8.2.10 for Wings Lab, its officers, employees, directors, authorised representatives and agents to comply with any obligations and requirements imposed on Wings Lab from time to time by any credit bureau or credit information sharing services of which we are a member or subscriber;
 - 8.2.11 to monitor and enforce compliance with our Terms of Service, including dispute resolution;
 - 8.2.12 for purposes of data or market analysis;
 - 8.2.13 for internal administrative purposes, such as financial reporting, regulatory reporting, management reporting, risk management (including monitoring credit and market risk exposures), audit and record keeping purposes;
 - 8.2.14 to allow any actual or proposed assignee or transferee, participant or sub-participant of Wings Lab's rights or obligations to evaluate any proposed transaction;
 - 8.2.15 to seek professional advice, including legal advice.
- 8.3 Wings Lab may also use and process, and you hereby agree and consent to Wings Lab using and processing your Personal Data for the following Additional Purposes:
- 8.3.1 to send you alerts, newsletters, updates, mailers, promotional materials, special privileges, contests or entitlements that may be of interest to you or for which you may be eligible, festive greetings from Wings Lab, its partners, sponsors or advertisers;
 - 8.3.2 to conduct market and customer research, analysis or tracking; and
 - 8.3.3 for any specific purpose in relation to a particular product or service, which we may separately notify you on.
- (collectively, the "**Additional Purposes**").
- 8.4 You consent to your Personal Data being transferred, accessed by or disclosed to various third parties for the Purposes listed in Clause 8.2 above, the Additional Purposes (if

applicable), or if the said third parties are engaged by Wings Lab to perform various functions on its behalf. The third parties include, without limitation:

- 8.4.1** marketing research companies;
- 8.4.2** service providers, including information technology (IT) service providers for infrastructure, software and development work;
- 8.4.3** professional advisors and external auditors, including legal advisors, financial advisors and consultants;
- 8.4.4** governmental authorities to comply with any statutory, regulatory and governmental requirements;
- 8.4.5** the Singapore courts for purposes of any legal proceedings;
- 8.4.6** other corporate entities in connection with a corporate transaction, such as a potential joint venture, sale of a subsidiary or a division, merger, consolidation, or asset sale; and
- 8.4.7** in the event Wings Lab is wound-up, Wings Lab's liquidator and creditors.

8.5 You may at any time unsubscribe to the alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings and invitations; request for access to or correction of your Personal Data, or request to limit the processing of your Personal Data for the Additional Purposes; and/or make any inquiries regarding your Personal Data by notifying Wings Lab in accordance with our Privacy Protection Policy.

8.6 We set out in detail our practices in collecting, using and processing of your Personal Data in our Privacy Policy, which is incorporated into and forms a part of these Terms of Service.

9. LIMITED LICENSE

9.1 Wings Lab hereby grants you a non-exclusive, non-transferrable, revocable licence to use the Services during the Term and in accordance with the Terms.

10. INTELLECTUAL PROPERTY

10.1 The Intellectual Property owned by Wings Lab, or its licensors (where applicable) in relation to the provision of the Services or otherwise, shall remain the property of Wings Lab or its licensors respectively. Save for the licence granted in Clause 9.1 herein, nothing contained in this Terms of Service shall be deemed to grant, expressly or by implication, during the duration of this Terms of Service or thereafter, any transfer, assignment, license of any Intellectual Property Rights to you and any of your employees, personnel, agents, contractors and representatives.

10.2 You further agree not to use, reproduce, modify, publish, or reverse engineer the Intellectual Property Rights in relation to Wings Lab, or its licensors (where applicable), in any way, commercially or otherwise, except for where you are required to do so to properly perform its obligations in accordance with this Terms or with our prior written consent. Without limiting the foregoing, you shall not directly or indirectly:

- 10.2.1** copy, scrape, extract, download, store, reproduce, replicate, record, or otherwise capture any data, content, or information from the Services, including but not limited to text, images, audio, video, metadata, or any other materials, in any form or by any means, whether manual or automated. This prohibition includes, without limitation, the use of bots, crawlers, scripts, APIs, or any other tools or methods to access, collect, or aggregate data from the Services;

- 10.2.2** reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of the Services;
- 10.2.3** resell, sublicense, lease, rent, distribute, transfer, share, or otherwise provide access to the Services, or any data, content, or information obtained therefrom, to any third party, whether for commercial or non-commercial purposes, without the prior written consent of Wings Lab. This prohibition includes but is not limited to any attempt to monetize, commercialize, or otherwise derive economic benefit from the Services or data, directly or indirectly, through any means or arrangement;
- 10.2.4** use any data or content from the Services for any other purpose other than the intended use of the Services;
- 10.2.5** share, transfer, distribute, or otherwise provide access to any code, scripts, or other materials generated by or through the Services (including but not limited to API-generated code) to any third party, except as expressly permitted by Wings Lab in writing. This includes, but is not limited to, downloading or extracting code through the Services to your own platform or database and providing it to third parties, whether for commercial or non-commercial purposes; or
- 10.2.6** use the Services or any code, data, or content generated therefrom in a manner that circumvents or undermines the intended use of the Services, including but not limited to using the Services to create a competing product or service, or to enable third parties to do so.

Any violation of this Clause 10.2 shall result in immediate termination of your access to the Services and may subject you to legal action, including claims for damages and injunctive relief.

- 10.3** For the purposes of this Clause 10, the Intellectual Property Rights of Wings Lab shall include, without limitation to the following:
 - 10.3.1** the birdeye brand name and logo, the Wings Lab brand name and logo as well as all its likeness and subsidiary trademarks (both registered and unregistered); and
 - 10.3.2** any Content produced by Wings Lab for the purposes of carrying out its obligations under this Terms;
 - 10.3.3** any data, contents, research, results and/or work product produced by Wings Lab, or by any Third Party Service Provider for Wings Lab, from any processing, aggregation, study and/or analysis of any content on the Website or any financial market data, quotes, news, analyst opinions, research reports, graphs and data either generated by Wings Lab, or by any Third Party Service Provider for Wings Lab.

11. DURATION AND TERMINATION

- 11.1** The Terms will continue to apply to you until terminated by either you or Wings Lab. If you or Wings Lab terminate the Terms, you agree that Wings Lab shall have no liability or responsibility to you, and Wings Lab will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.
- 11.2** We may, at our discretion, with or without notice, and without assuming any liability to you or third parties, terminate your Account, cancel any transactions associated with your Account, temporarily or permanently suspend your use of the Services, and/or take any other actions we deem necessary. These measures may be implemented upon reasonable assessment that there has been (a) violation of this Terms of Service or our policies; (b) illegal, fraudulent, harassing, defamatory, threatening, or abusive behavior; (c) creating multiple user accounts; (d) promotion abuse; and/or (e) behavior that is harmful to other

Users or third parties, or (f) any other reasons. This clause is not exclusive of other remedies that may be available to Wings Lab at law.

12. LINKS TO THIRD-PARTY WEBSITES

12.1 The Website may from time to time, contain links to external sites or resources which are operated by independent third parties ("**Linked Sites**"), whether for marketing purposes or otherwise. These Linked Sites are provided solely as a matter of convenience, and Wings Lab does not monitor or investigate such Linked Sites and accepts no responsibility or liability for any loss arising from the content or accuracy of this material and any opinion expressed in the material should not be taken as an endorsement, recommendation or opinion of Wings Lab. Wings Lab's Privacy Policy does not extend to your use of such Linked Sites. You are advised to read the privacy policy or statement of such Linked Sites prior to using them.

13. DISCLAIMER

13.1 The information, materials and contents in relation to the provision of the Services by Wings Lab are not made with regard to the specific investment objectives, financial situation and the particular needs of any particular person who may receive them. Such information, materials and contents are provided for general information only and you should seek professional advice at all time and obtain independent verification of the information, materials and contents contained herein before making any decision based on any such information, materials or contents.

13.2 Due to the number of sources from which the content presented on the Website is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content and the Website. The Services and information and materials contained in or accessed through this Website are provided on an "as is" and "as available" basis. Wings Lab makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Services, the Wings Lab Account, and/or the Website. Wings Lab does not represent or warrant that (a) the use of the Services, the Account, and/or the Website will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Services will meet your requirements or expectations, (c) any data provided by third party sources will be accurate or reliable, (d) errors or defects in the Website will be corrected, or (e) the Website or the server(s) that make the Website available are free of viruses or other harmful components. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or noninfringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent.

13.3 You acknowledge and agree that the entire risk arising out of your use of the Services, the Wings Lab Account, the Website and any third party services and products, remains solely and absolutely with you and you shall have no recourse whatsoever to Wings Lab.

13.4 In no event shall Wings Lab be liable to you or any other party for any damages, losses, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) arising in connection with your use of the Services and/or the Website, or reliance on the Content available on the Website, regardless of the form of action and even if Wings Lab had been advised as to the possibility of such damages.

14. INDEMNITY

You hereby agree to indemnify Wings Lab harmless against all damages, losses, expenses and costs (including legal costs) suffered or incurred by the Wings Lab in connection with or arising from (1) your access of this Website and/or use of the Services, or (2) any other party's access of this Website and/or use of the online services using your Wings Lab

Account, or (3) your breach of any of this Terms of Service, or (4) any other party's breach of any of Terms of Service where such party was able to access this Website and/or the Services by using your Account.

15. NOTICES AND GENERAL

15.1 Notice:

Any notice given in connection with the Terms shall be in writing and delivered either by electronic mail to Wings Lab at the contact details stated herein.

If to Wings Lab:

Email: admin@birdeye.so

Any notices to be given to you shall be delivered to the contact or email address provided by you upon the creation of your Account.

15.2 Severance

If any provision of the Terms or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of the Terms.

16. ENTIRE AGREEMENT

This Terms of Service, our Privacy Policy and Supplemental Terms (where applicable) constitute the entire agreement between you and Wings Lab and supersedes and cancels in all respects all previous agreements and undertakings, if any, between us with respect to the subject matter hereof, whether such be written or oral.

17. WAIVER

No failure or delay by us or you in exercising any right under the Terms shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish our or your rights under the Terms.

18. ASSIGNMENT

You shall not assign, transfer, novate, charge, sub-contract, create any trust over or deal in any other manner with the Terms or all or any of your rights or obligations under the Terms.

19. RELATIONSHIP

Nothing in the Terms shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.

20. THIRD PARTY RIGHTS

No person who is not a party to the Terms shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to the Terms its assent to any such term.

21. GOVERNING LAW AND JURISDICTION

The Terms are governed by Singapore law, regardless of conflict of law principles. You agree to submit to the exclusive jurisdiction of the Singapore courts.

22. CONTACT US

For queries about the Terms, please reach out via email: admin@birdeye.so.