

## BIRDWINGO TERMS OF SERVICE

**\*\*Birdwingo is a brand and a registered trademark of Tatrym Inc. and Tatrym s.r.o. When we talk about Tatrym, we also mean our brand Birdwingo.\*\***

**Version: 1, Effective as of: 1st of May 2022**

**These Terms of Service govern the relationship between Tatrym and Customer related to the use of the Tatrym Platform as defined below. Actual trades and Customer's relationship with the Broker(s) are governed by the Commission Contract.**

### SECTION 1: INITIAL PROVISIONS

1. **Tatrym** These Terms of Service ("Terms") apply to all contractual relationships between Tatrym s.r.o. a limited liability company established and existing under Czech law, Business ID No. 54 302 200, with its registered office at Pri Tehelni 9, Bratislava – mestská časť Jarovce 851 01, Slovakia, a tied agent of Wealth Effect Management o.c.p., a.s., with its registered seat at Prievozska 4C, Bratislava 821 09, registered with District Court Bratislava I, Section Sa, Insert No. 6652/B51 127 113, with a valid authorization from the National Bank of Slovakia to provide investment services, and Customer ("Tatrym" or "Us")
2. **Terms** These Terms further incorporate the following terms ("**Additional Terms**"):
  - a) **Policies and legally required disclosures:** General Risk Disclosure, Deposit and Withdrawals Policy and Electronic Signature Policy, and any other policies and legally required disclosures that may be made available to Customer via Tatrvm Platform;
  - b) **Product terms:** Certain products or services may be subject to additional terms as referenced within these Terms, Tatrvm Platform or in the applicable Tatrvm Services Order, if any;
  - c) **Subcontractors' terms:** Certain products or services may be provided by Tatrvm's **subcontractors** and as such may be subject to additional terms set out in the applicable schedules referenced in there Terms or as referenced within Tatrvm Platform, if any;
  - d) **Country-specific terms:** Depending on Customer's residency, provision of Services to Customer may be subject to additional terms applicable in the Customer's jurisdiction, as notified to Customer from time to time.
3. **Commission Contract.** In order to benefit from the Services, Customer must also execute a Commission Contract with Broker(s) providing brokerage services via Tatrvm Platform. Customer acknowledges that Broker is an independent third party and Tatrvm is not a party to the Commission Contract. In connection with the Commission Contract, Tatrvm may be obliged (by law or contractually) to provide Customer with certain pre-contractual information related to Broker's services, such as Broker's price list, investment questionnaires, consents with processing of personal data, etc. Customer acknowledges that to the extent to which such information is related to provision of Broker's services, Tatrvm is not responsible for the content of any such information.
4. **Change to Terms** These Terms are subject to change. The current version is always available at <https://www.birdwingo.com/legal-docs/>.
5. **Terms Precedence** Terms will take precedence over any conflicting or inconsistent information included in other materials (e.g. promotional materials, mailers) on the Tatrvm Platform. In the event of an inconsistency between these Terms and any other terms in any Additional Terms, the Additional Terms will prevail only to the extent of such conflict. In the event of an inconsistency between these Terms, any Additional Terms, and a Tatrvm Services Order, Tatrvm Services Order will prevail only to the extent of such conflict.
6. **Acknowledgment** By accessing Tatrvm Platform, Customer confirms that it has read and understood these Terms and agrees to be bound by them.

### SECTION 2: DEFINITIONS

In these Terms, unless the context requires otherwise, the words and expressions set out in this section 2 shall have the meaning ascribed to them herein:

**"Account"** means a user account established in order to utilise Services provided via Tatrym Platform.

**"Agreement"** means these Terms including any Additional Terms, together with any Tatrym Services Order accepted by Tatrym and any express consent given by Customer to Tatrym or to Broker in regards to Tatrym Platform and/or Services provided by Tatrym and the Broker.

**"Broker"** means a regulated entity involved in provision of trading services to Customer.

**"Commission Contract"** means an agreement entered into between Customer and Broker via Tatrym Platform, governing provision of trading services by Broker.

**"Customer"** means a natural person of at least 18 years of age who wishes to create an Account and to use Services.

**"Customer Data"** means any and all information, data and documents provided by or otherwise collected about Customer that Tatrym processes within Tatrym Platform under the Agreement.

**"Customer Funds"** means money deposited by Customer via Tatrym Platform for the purposes of trading Instruments.

**"Fees"** means any fees payable to Tatrym by Customer in exchange for products and services provided to it by Tatrym.

**"Instruments"** mean securities, exchange traded funds, derivatives, crypto-assets, non-fungible tokens or any other tradeable assets, securities or contracts.

**"Investment Account"** means Customer's virtual account established via Tatrym Platform with a Broker for brokerage services.

**"Parties"** means either Party to the Agreement, either Customer or Tatrym, "Parties" means both Customer and Tatrym.

**"Premium Subscription"** means a pre-paid subscription for provision of access to Tatrym Platform including certain Services provided for a Fee, as specified via Tatrym Platform or the applicable Tatrym Services Order.

**"Services"** means any services provided to Customer via Tatrym Platform, including trading services and any related products or services provided by Tatrym, Broker(s) or their respective subcontractors.

**"Tatrym Platform"** or **"Platform"** means a hosted digital trading platform developed by Tatrym Inc., which can be accessed via a mobile and/or web-based application for the purposes of trading of Instruments, providing an execution-only service.

**"Tatrym Services Order"** means an order for Services provided by Tatrym via Tatrym Platform in exchange for payment of the applicable fees, placed by Customer via Tatrym Platform.

**"Terms"** means these Terms of Service.

**"Territory"** means any individual member state of the European Union.

**"Trading Order"** any request placed by Customer with us to purchase or to sell or otherwise deal in financial products, which may include a limit order, stop loss order and/or take profit order or such other order as may be available on the trading platform from time to time.

"**Trading Order**" means an instruction to execute a trading transaction in order to obtain a specific Instrument submitted by Customer via Tetrym Platform.

Headings used in these Terms are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect these Terms.

### SECTION 3: PROVISIONS OF TATRYM PLATFORM AND SERVICES

1. **Services.** Tetrym will make Tetrym Platform and any Services provided via Tetrym Platform available to Customer subject to Customer's compliance with these Terms. If Customer purchases Premium Subscription, Tetrym will provide the respective additional products and services included in Premium Subscription to Customer subject to payment of the applicable Fees as specified in the applicable Tetrym Services Order.
2. **Platform Availability.** Customer acknowledges that, subject to these Terms, Platform is being made available as is, without any guarantee of its availability or specified functionality. Tetrym Platform remains in constant development. Customer agrees that Tetrym may unilaterally remove or add new features and/or Services without any substitution or compensation to Customer. Tetrym may modify, suspend or discontinue, temporarily or permanently, all or any part of Tetrym Platform or any part of Services with or without notice. Tetrym reserves the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software, the Tetrym Platform, and/or the Services, including without limitation, the structure, specifications, 'look and feel', navigation, features and other elements of the software and/or the Services or any part thereof. Tetrym will however use its best commercial endeavours not restrict Customer's access to Tetrym Platform or any component thereof unless:
  - a) Tetrym reasonably determines that Customer has breached the Agreement;
  - b) Tetrym reasonably determines that the Customer's Account has been accessed by an unauthorized third party or an individual or entity other than Customer to whom such username and password was originally assigned;
  - c) Tetrym reasonably determines such action is required to avoid or mitigate material harm to Tetrym, Broker(s), their customers or any third parties, such as if Tetrym Platform is experiencing excessive use, denial of service attacks, or other attacks or disruptions outside of Tetrym's control;
  - d) Tetrym needs to address any emergency security concerns, such as if Tetrym becomes aware that a Customer Account may have been used by an unauthorized person;
  - e) there is a scheduled or emergency maintenance of Tetrym Platform; or
  - f) Tetrym is required to do so by law or a governmental or regulatory authority.

Customer agrees that unless expressly stated otherwise (e.g. with respect to Premium Subscription), Tetrym will not be liable to Customer or to any third party (for whom Customer may be acting) for any modification, suspension or discontinuation of all or any part of Services. For the avoidance of doubt, in case of discontinuation of Services, Tetrym will always allow Customer to recover any unused Customer Funds and held Instruments in accordance with the Agreement, the Commission Contract and any applicable laws.

3. **Services Availability.** Customer acknowledges that availability of certain Services, including brokerage services provided by Broker(s) may be limited and depends on Broker(s)' business hours. Information on availability of the individual services will be available via Tetrym Platform.
4. **Responsibility for Trading Decisions; Trading Risks.** Tetrym Platform connects Customer and Broker(s) in order to provide execution-only service. Customer is solely responsible for any investment decisions made when using Tetrym Platform. Tetrym or Broker(s) are not responsible in any way for any transaction decision Customer makes. Trading is risky and the main risk of using Tetrym Platform is the risk of losing a part of or all the money Customer deposits as a consequence of rapid and volatile changes in the value of the Instruments.
5. **No Assistance.** Tetrym will not assist Customer with any obligations which Customer is required to carry out under the applicable laws. This includes, but is not limited to regulatory reporting, tax reporting, the reporting of the receipt or the payment of specific currencies applicable to Customer. Tetrym does not

provide personalised investment recommendations or investment or tax related advice. Any explanation or information, which is given to Customer as part of Services provided, is not and should not be considered as any such advice.

6. **Technology Associated Risk.** Customer accepts and acknowledges that when using a digital platform such as Tatrym Platform, there is a risk of Customer losing money because of temporary unavailability of Tatrzym Platform or technical difficulties on the side of the Customer, such as:
  - a) failure of Customer's device (e.g. phone/PC/notebook/tablet)
  - b) failure of internet connection, which may cause Customer to not be able to connect to Tatrzym Platform, or if Customer is able to connect there may be a delay;
  - c) hacking or the use of malicious software that allows a third party to gain access to Customer's information and/or assets;
  - d) Customer's device being incompatible with Tatrzym Platform;
  - e) the failure or malfunction of Customer's hardware or software; and/or
  - f) Customer's non-compliance with the Tatrzym's security related recommendations.
7. **No transfer.** Tatrzym Platform is not an exchange or a market. This means that:
  - a) Customer can only submit Trading Orders for execution by the Broker(s) on Tatrzym Platform, and not by any third parties;
  - b) all trades initiated on Tatrzym's platform must be closed on Tatrzym's platform;
  - c) all Instruments which Customer purchases on Tatrzym's platform can only be sold by Customer on Tatrzym's platform, and not via a third party platform;
  - d) Customer will not be able to transfer held Instruments into Customer's Tatrzym account, out of Customer's Tatrzym account or to a third party at any time.
8. **Subcontractors.** Tatrzym may use subcontractors that provide certain parts of Service, while certain parts of Service may be subject to the additional terms of service.
9. **Territories.** Due to regulatory reasons, access to Tatrzym Platform will generally be provided only to users who are residents of a Territory. If Customer is a resident of a country outside the Territory, they may be allowed to access Tatrzym Platform and some of the Services, but might not be allowed to use all of the Services available on Tatrzym Platform. Regardless of the Customer's residency, Tatrzym may not be able to provide access to Tatrzym Platform or certain Services within certain territories ("Restricted territories"). The list of Restricted Territories might change in accordance with applicable legislation. Tatrzym Platform and Services might not be available if Customer is traveling to a Restricted territory.
10. **Third Party Integrations.** Customer may be able, through application programming interface (API) or as otherwise enabled via Tatrzym Platform, to access certain services of third parties. Customer acknowledges that unless expressly stated otherwise, Tatrzym is not responsible for such third parties and their performance of their respective services. Customer should review all applicable terms of the respective third parties according to which they may provide their services to Customer. Tatrzym will not be held liable for any loss or damage from Customer's use of the third-party software in connection with the Service.

#### SECTION 4 FEES, PAYMENTS

1. **Fees.** Tatrzym provides access to Tatrzym Platform and certain products or services related to it free of charge, in accordance with these Terms. Certain Services, may be available for purchase via Tatrzym Platform for a Fee subject to executing a Tatrzym Services Order via Tatrzym Platform. All applicable Fees will be paid via bank transfer or through a payment gateway in the currency outlined in the Tatrzym Services Order and the Services will be made available to Customer when the applicable Fees are received by Tatrzym. All Fees are non-refundable and payment obligations are non-cancellable, unless expressly stated otherwise in the Agreement or as provided for under the applicable laws. Customer is not authorised to offset any of its claims against any of Tatrzym's claims, nor it is authorised to retain payments, in any manner, intended for Tatrzym regardless of the nature or purpose of such payments. Tatrzym is authorised to offset its claims against the claims of Customer.

#### SECTION 5 USE OF TATRYM PLATFORM

1. **Purpose.** Customer shall use the Tetrym Platform and Account solely for their own personal use, in its own name, and subject to the terms of the Agreement. Customer must not make their Account available for use by any other person. Customer may not establish more than one (1) Account.
2. **Account Application.** In order for Customer to register and be allowed access to Tetrym Platform, Customer will be required to complete an online application and provide all the necessary information and proof of accuracy of some of that information (for example identity and residency verification) to verify Customer's identity, which is necessary to allow Tetrym and Broker(s) to comply with their respective obligations under the applicable laws. Therefore, Tetrym may share the information provided by the Customer with the Broker(s). If the provided information is insufficient, or if Tetrym or Broker(s) identifies a risk related to provision of Services to Customer, Tetrym may require additional information to be provided by Customer prior to provision of its Services to Customer. Customer acknowledges that Tetrym and Broker(s) reserve the right not to provide any Services to a particular Customer at their sole discretion. If Tetrym and Broker(s) accept Customer's application, Tetrym will open an Account for Customer. If Tetrym and Broker(s) accept Customer's application, Customer's Account and an Investment Account will be established and Customer will be able to start using Services. Customer will not be authorized to start using Services prior to Broker's acceptance of Customer's application confirmed via Tetrym Platform.
3. **Assessments.** Tetrym or Broker(s) may be required, in accordance with the applicable legislation, to assess if an Instrument that Customer intends to purchase is appropriate for Customer. In such case, Tetrym may require and Customer shall provide to Tetrym, any reasonably requested information necessary for such assessment as specified by Tetrym. If Tetrym or Broker(s) conclude, in accordance with the applicable legislation, that the product is inappropriate for Customer, the Service will be unavailable to Customer on Tetrym Platform. Customer agrees and acknowledges by accepting Terms that such assessments are performed on the basis of information and documents provided by Customer. Tetrym and Broker(s) may rely upon the information and documents provided by Customer and are not responsible for any damages or losses which may arise from any inaccuracies.
4. **Information provided to Tetrym.** Customer must only provide Tetrym with information and documentation that is correct, accurate, and truthful. In case of changes to any information or documentation provided to Tetrym, Customer must notify Tetrym within 15 days from the occurrence of such change and provide updated information or documentation, as applicable, to allow Tetrym and Broker(s) to comply with their respective obligations under the applicable laws. If any information provided by Customer is found to be inaccurate, false or otherwise misleading, Tetrym may suspend or terminate provision of any Services to Customer (including any pre-paid Services), without any compensation to Customer. Customer agrees to notify Tetrym and/or Broker(s) of any changes to the information provided through Tetrym Platform, mainly but not exclusively the information provided as part of the account application or any appropriateness assessment, without undue delay upon their occurrence.
5. **Cooperation.** Customer acknowledges that in order to provide Services, Tetrym and/or Broker(s) may require Customer to execute additional statements, documents or agreements, and/or to provide additional information as may become required under the applicable laws from time to time. Customer agrees to reasonably cooperate with Tetrym and/or Broker(s) with respect to the execution of any such documents and/or provision of any such information to Tetrym and/or Broker(s).
6. **Security of Customer's Account.** Tetrym will implement security measures designed to protect Tetrym Platform and any applicable Account. However, it is Customer's responsibility to protect and secure access to their own Customer's Account. Customer is responsible for implementing all reasonable measures to protect their own Customer's Account, such as:
  - a) Keeping Customer's security details (e.g. username, log-in e-mail, password) secret;
  - b) Choosing a password that is hard to guess and is unique to the Customer's Account (Customer does not use this password on other sites or platforms);
  - c) Use other security measures to access Tetrym Platform that may be recommended by Tetrym from time to time.

Customer is obliged to change their security details immediately if Customer believes that an unauthorized third party might have access to Customer's security details. Customer agrees to notify Tetrym promptly of any actual or reasonably suspected unauthorized use of its Account, usernames, or passwords, or any other breach or suspected breach of these Terms of which it becomes aware. If Tetrym has reasons to believe that current Customer's security details are not secure enough, Tetrym may contact

Customer to require Customer to change Customer's security details. In case that Tetrym has reasonable suspicion that it is necessary for legal or security reasons to freeze, block or suspend Customer's Tetrym Account, Tetrym may take these steps, even without Customer's permission, to prevent further damage to Customer's account, and/or comply with applicable legislation, and Tetrym will not be responsible for the resulting damages or losses.

7. **Account Closure.** Customer may close Customer's Account via Tetrym Platform. After receiving Customer's request to close Customer's Account, Tetrym will, without undue delay, inform the Broker(s) and undertake the actions necessary to close the Investment Account.
8. **Involuntary Account Closure.** Tetrym and Broker(s) reserve the right to take any action related to Customer's Account including, but not limited to, closing the Investment Account, liquidating Customer's positions in the held Instruments, or otherwise restricting the Account activity if Tetrym or Broker(s), in their reasonable discretion, deem such action necessary to remain compliant with the applicable law. If Customer dies or becomes incapacitated and Customer's legal heirs or representatives want to withdraw any remaining balance in Customer's Investment Account, they must provide Tetrym and the Broker(s) with official duly-authenticated legal documents from the applicable authorities in the relevant jurisdictions. Tetrym and Broker(s) will only allow Customer's legal heirs or the representatives to recover Customer Funds or any positions in the held Instruments after Broker(s) checks such documents, and is satisfied that the requestor has the authority to do this.

## SECTION 6 CUSTOMER FUNDS, TRADING

1. **Customer Funds.** In order to be able to purchase any Instruments, Customer needs to deposit Customer Funds in the Investment Account. Tetrym will not have discretionary authority in any Investment Account and any such Account. Customer may be able to use a bank account transfer, debit or credit card payment, an electronic wallet or any other means of payment enabled via Tetrym Platform at the given time to deposit Customer Funds in its Investment Account. Broker(s) may accept different means of payments from residents of different Territories. All the means of payment have to belong to Customer who is registered under the account where the money is to be deposited. Broker(s) will accept or allow deposits from people who are not the person registered under the relevant Tetrym Account. Any deposits, withdrawals and handling of Customer Funds will always be subject to Commission Contract.
2. **Submission of Trading Orders.** Tetrym Platform will display the indicative price to buy, and the price to sell for each Instrument. If Customer wishes to purchase an Instrument, Customer needs to place a Trading Order via Tetrym Platform. Upon placing a Trading Order, Tetrym will transmit the Trading Order to the Broker(s) and the corresponding amount of the Customer Funds deposited with Broker(s) will be blocked. Customer however acknowledges that due to regulatory reasons, Broker(s) may not be able to accept all submitted Trading Orders. If a Trading Order is not accepted by Broker(s), Tetrym will notify Customer thereof and release blocked Customer Funds back to Customer.
3. **Services provided by Broker(s).** Execution services with respect to each Trading Order will be provided by Broker(s) subject to the terms and conditions of the Commission Contract. Broker(s) will also be responsible for receipt and pay-out of Customer Funds, provision of custody services with respect to any Instruments and their safekeeping subject to the terms and conditions of the Commission Contract.
4. **Liquidations of Instruments.** When the Agreement is terminated, when Customer decides to cancel its Account or in any other event when closure of Customer's Account is foreseen in these Term, Customer's position in the held Instruments will be liquidated by Broker(s) in accordance with the terms of the Commission Contract.
5. **Access to Investment Account by Tetrym** Customer acknowledges that Broker(s) will allow Tetrym a view-only access to the relevant data related to Customer's Investment Account and each individual Transactions in a machine-readable format allowing automated data scans, optimization and other similar operations for the purposes of provision of Services. For the avoidance of doubt, Tetrym will not be handling any Customer Funds.

## SECTION 7 CONSUMER PROTECTION

1. **Access to Customer Funds.** Tetrym does not have any access or control over Customer Funds. Any Customer Funds will be deposited to Broker's account and Broker shall be responsible for the protection and rightful use of any Customer Funds in accordance with the Commission Contract, Customer's instructions related to submitted Trading Orders and any applicable laws.
2. **Liability.** Tetrym's LIABILITY TO CONSUMER FOR ANY DAMAGE THAT MAY BE CAUSED TO THE CONSUMER IN CONNECTION WITH THE USE OF SERVICE AND ANY ITS MALFUNCTIONS AND ERRORS SHALL BE LIMITED TO THE FULLEST EXTENT POSSIBLE UNDER THE APPLICABLE LAW. TO THE FULLEST EXTENT POSSIBLE BY APPLICABLE LAW Tetrym, ITS AFFILIATES, CONTRACTORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SERVICE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LITIGATION COSTS, LOSS OF DATA OR GOODWILL OR PRODUCTION, OR BUSINESS OPPORTUNITIES, OR REPUTATION, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICE ARISING OUT OF OR IN CONNECTION WITH THIS TERMS OR FROM THE USE OF OR INABILITY TO USE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CUSTOMER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THIS LIMITATION OF DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
3. **Warranty.** AS A CONSUMER, YOU HAVE CERTAIN RIGHTS UNDER THE LAW. THESE RIGHTS INCLUDE AN OBLIGATION OF Tetrym TO PROVIDE SERVICE USING REASONABLE CARE. NOTHING IN THESE TERMS IS INTENDED TO LIMIT OR EXCLUDE Tetrym's LIABILITY FOR ANY BREACH BY Tetrym OF THIS OBLIGATION. EXCEPT IN CASES IN WHICH Tetrym HAVE HIDDEN DEFECTS IN BAD FAITH OR DEFECTS HAVE RENDERED USE OF SERVICE IMPOSSIBLE AND EXCEPT FOR Tetrym PAID PRODUCTS, Tetrym PROVIDES SERVICE "AS IS" AND "AS AVAILABLE." CUSTOMER ACKNOWLEDGES AND AGREES THAT SOFTWARE SYSTEMS ARE NOT FAULT-FREE AND THAT OCCASIONAL PERIODS OF DOWNTIME OCCUR. Tetrym CANNOT GUARANTEE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. Tetrym AND Tetrym's AFFILIATES, RESELLERS, DISTRIBUTORS AND VENDORS GIVE NO CONTRACTUAL WARRANTIES OR CONDITIONS. CUSTOMER HAVE ALL MANDATORY WARRANTIES FORESEEN BY LAW, BUT Tetrym GRANTS NO OTHER WARRANTIES. Tetrym EXCLUDES ANY IMPLIED MANDATORY WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
4. **Withdrawal.** With respect to Premium Subscription, in accordance with Customer's explicit consent and acknowledgement that the performance of Service will start immediately after the Tetrym Services Order is confirmed by Tetrym and therefore Customer may not withdraw from the Agreement.
5. **Complaints.** Customer has a right to contact Tetrym with a request for redress if she/he is not satisfied with the manner in which Tetrym has handled his/her complaint or if he/she believes that Tetrym has violated his/her rights, by sending an email to [hello@birdwingo.com](mailto:hello@birdwingo.com). Customer also has the right to file a complaint with the local regulatory authority. If Customer resides in the Slovak Republic, such authority is: The National Bank of Slovakia, Odbor ochrany finančných spotrebiteľov, Imricha Karvaša 1, 813 25 Bratislava.

## SECTION 8 TERM, TERMINATION, AND SUSPENSION

1. **Effective Term.** These Terms shall apply to Customer for as long as Customer continues to access Tetrym Platform.
2. **Premium Subscription Term.** Premium Subscription shall be provided for as long as specified in the applicable Tetrym Services Order. Premium Subscription will automatically renew at the end of the respective subscription period, unless Customer cancels Customer's monthly subscription before the end of the then-current subscription period via Tetrym Platform. The cancellation will take effect the day after the last day of the current billing period.
3. **Termination of the Agreement by Tetrym.** Tetrym may terminate the Agreement with Customer with immediate effect if:

- a) Tatrym reasonably determines that Customer has materially breached the Agreement, including in particular any breach of Customer's representations provided in Section 10 of these Terms;
- b) required to do so by law or a governmental or regulatory authority.

If Tatrym terminates the Agreement under this Section 8.1., Tatrym and/or Broker(s), as applicable, will close the Customer's Account and Investment Account, liquidate Customer's positions in the held Instruments in accordance with Section 5.8. of these Terms and return any unused Customer Funds to Customer in accordance with the Commission Contract.

4. **Termination by the Agreement by Customer.** Customer may terminate the Agreement at any time via Tatrym Platform or by sending a written notice to Tatrym, providing at least 30 day prior notice. If, at the effective date of termination, any Customer Funds or Instruments remain available on Customer's Investment Account, Tatrym and/or Broker(s), as applicable, will close the Customer's Account and Investment Account, liquidate Customer's positions in the held Instruments in accordance with Section 5.7. of these Terms and return any unused Customer Funds to Customer in accordance with the Commission Contract.
5. **Consequence of Account Closure or Termination of the Agreement.** If any Instruments are held by Customer at the time of Customer's Account closure or terminations of the Agreement, as applicable, Broker(s) will liquidate Customer's positions held in the Investment Account via Tatrym Platform and return the corresponding amount of Customer Funds to Customer subject to the terms of the Commission Contract. Customer acknowledges that this process may take up to 30 days and agrees to provide Tatrym and Broker(s) with any reasonably requested cooperation necessary to close the Account, such as providing the information for return of Customer Funds.
6. **Transfer to another Broker.** Provision of Services to Customer is dependent on third parties, including Broker(s). Customer acknowledges that provision of Services may be temporarily or permanently suspended in the event that Tatrym's contractual relationship with Broker(s) is terminated for any reason, if Broker(s) authorization to provide brokerage services is temporarily suspended or terminated, or if there are other reasons due to which Broker(s) may not provide the brokerage services. If this occurs or if Tatrym expects that it is likely to occur, Tatrym will notify Customer at its earliest convenience and use commercially reasonable efforts to ensure continued use of the Services in cooperation with a substitute broker. Customer acknowledges that in order to continue using Services with such substitute broker, Customer may be requested to provide an express consent with such transfer via Tatrym Platform or otherwise, and to execute additional statements, documents or agreements in order to transfer Customer Funds or any held Instruments to the substitute broker. If Customer does not wish to continue using the Services, or if such option is not provided by Tatrym, Customer's Account will be closed, unused Customer's Funds will be returned to Customer and any held Instruments will be liquidated in accordance with the Commission Contract.
7. **Termination of Business.** Although it is unlikely, Tatrym may need to permanently terminate provision of access to Tatrym Platform or any part of its Services. If this occurs or if Tatrym expects that it is likely to occur, Tatrym will notify Customer at its earliest convenience, but generally at least 30 days in advance, if possible, and may provide Customer with a substitute solution in order to maintain their positions in the held Instruments outside Tatrym Platform. If Customer does not wish to maintain the Instruments outside Tatrym Platform, or if such option is not provided by Tatrym, Customer's Account will be closed, unused Customer's Funds will be returned to Customer and any held Instruments will be liquidated in accordance with the Commission Contract.

## **SECTION 9 INTELLECTUAL PROPERTY and DATA PROTECTION**

1. **Intellectual Property.** The Parties acknowledge that the intended outcome of Tatrym Platform, any of its components and any Services provided is not to transfer any right, title, or interest to the intellectual property of either Party and therefore, the Parties agree that:
  - a) Tatrym or its licensors (if applicable) retain all right, title, and interest in and to the Tatrym Platform, and Customer acknowledges that it neither owns, acquires, nor receives any rights in and to the Tatrym Platform or will do so during the effective term of the Agreement;



- b) All brand, product, and service names and marks used in Tatrym Platform which identify Tatrym are proprietary names and marks of Tatrym and Tatrym does not provide Customer with any right to use Tatrym's brand, product, and service names and marks;
- c) The Customer grants Tatrym a limited, non-exclusive, non-transferable right to use Customer Data to perform Tatrym's obligations under the Agreement, and analyse Customer's use of the Tatrym Platform to improve Tatrym Platform and Services, subject to compliance with Tatrym's Privacy Policy.

The use of Tatrym Platform does not grant Customer any rights other than those granted to Customer under Terms. Nothing contained on Tatrym's websites or any communications with Customer shall be construed as granting, by implication or otherwise, any licence or right to use any intellectual property without Tatrym's prior written consent.

2. **Limitations.** Customer agrees that Customer shall not:

- a) modify, copy, display, distribute or commercially exploit any intellectual property or materials (including text, video, audio or user interface design) in the content of any of
- b) attempt to derive any source code for the Tatrym Platform;
- c) attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of Tatrym Platform;
- d) remove any proprietary notices, labels, or marks from any materials provided by Tatrym;
- e) use Tatrym Platform for illegal conduct;
- f) transmit to or from Tatrym Platform any material containing malicious code (e.g., virus, trojan horse) or other harmful files, scripts, agents, or programs;
- g) interfere with, disrupt, create an undue burden on, alter, translate, or modify Tatrym Platform, or any part thereof;
- h) perform penetration tests or any other security tests on Tatrym Platform, create derivative works of Tatrym Platform, or reverse engineer, reverse compile, reverse assemble or do any other operation with any aspect of Tatrym Platform that would reveal any source code, trade secrets, know-how or other proprietary information;
- i) access Tatrym Platform in order to (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions, or graphics of Tatrym Platform; or (iii) copy any ideas, features, functions, or graphics of Tatrym Platform;
- j) without Tatrym's express written permission, introduce software or automated agents or scripts to Service so as to bypass limitations in Tatrym Platform or otherwise attempt to modify functionalities of Tatrym Platform;
- k) perform or publish any performance or benchmark tests or analyses relating to Tatrym Platform and Services or the use thereof; and/or
- l) access or use Service APIs in any way that is not expressly permitted under the Agreement.

Customer agrees to immediately notify Tatrym if Customer becomes aware of any violation or suspected violation of Tatrym's IP, or where Tatrym's intellectual property rights are being used in a manner not authorised by these Terms.

- 3. **Limited Licence.** Subject to these Terms, Tatrym grants Customer a limited licence to install and use mobile- or web-based version of the application providing access to Tatrym Platform, solely for Customer's personal use and benefit in accordance with these Terms. Should the Agreement be terminated for any reason, Customer's license will be revoked and Customer must cease using Tatrym Platform, as well as any third party software which is included within the Tatrym platform. Except as expressly set forth in the Agreement, no express or implied license or right of any kind is granted to Customer regarding Tatrym Platform and Services, or any part thereof.
- 4. **Feedback.** Tatrym may freely use and incorporate into the Tatrym Platform any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer (such as via Tatrym's market research activities or customer support channels) relating to the use of Services.
- 5. **Data Protection.** In order to provide their Services to Customer, Tatrym, Broker(s) and their respective subcontractors will need to process certain personally identifiable information about Customer ("**Personal Data**"). Processing of Personal Data will be governed by Tatrym's Privacy Policy, which is available [here](#).

## SECTION 10 CUSTOMER'S REPRESENTATIONS

Customer acknowledges, represents and warrants that:

- a) Customer will only provide Tetrym and Broker(s) with information that is correct, accurate, and truthful;
- b) Customer is not an employee of any exchange, a corporation in which any exchange owns a majority capital stock, a member of any exchange and/or firm registered on any exchange or any bank, trust or insurance company that trades in any Instruments held by Customer;
- c) Customer will only access and use Tetrym's Platform and Services for Customer's own personal benefit;
- d) Customer's entering into the Agreement, accessing Tetrym Platform, using Services, or submitting any Trading Order will not, on the part of Customer, violate any law, rule, or regulation applicable to Customer;
- e) Customer Funds that Customer uses and invest through the Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority;
- f) Customer has not and will not upload or transmit any malicious code to Tetrym Platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of Tetrym Platform; and
- g) Customer will use the Services offered by Tetrym pursuant to the Agreement honestly, fairly and in good faith.

Customer acknowledges that a breach of any warranty or representation provided above may impact Tetrym's, Broker's and third parties' compliance with the applicable laws. Therefore, in case of such breach, Tetrym and/or Broker(s) may terminate or suspend provision of Services to Customer, including Customer's access to Customer's Account, without any compensation to the Customer. In addition, Tetrym and/or Broker(s) may be required to notify the competent regulatory authorities or third parties and Customer may be liable for the resulting damage caused to Tetrym, Broker(s) and any third parties.

## SECTION 11 NOTICES

1. **Notices.** Any notices, invoices, or letters under the Terms shall be delivered to the Parties by electronic means (via email or via Platform). Customer will specify email address via Platform. Tetrym's e-mail address will be always available in Tetrym Platform and on Tetrym's website. For more information on Tetrym's complaints procedure, please visit Tetrym's Website here.
2. **Electronic Communication Means.** Customer expressly consents to Tetrym using Tetrym Platform or website [www.birdwingo.com](http://www.birdwingo.com), as Tetrym deems appropriate, to inform Customer of information about Tetrym and of changes to such information. Tetrym may also communicate with Customer via Tetrym's website and applications, by email, telephone, fax, post, newsletter, letter, electronic chats, and/or any other means of communication. Tetrym will use the contact details Customer provided when opening Customer's Account, and as updated by Customer in the settings section of Tetrym Platform.
3. **Customer Detail Updates.** If Customer's contract details change, Customer shall notify Tetrym by updating the respective contact details via Tetrym Platform.

## SECTION 12 FINAL PROVISIONS

1. **Changes to Terms.** Tetrym may make changes to these Terms from time to time. Such changes may be needed in order to reflect changes to Tetrym Platform, Services or the way in which they are provided; applicable laws or industry recommendations; change of Broker(s) or Tetrym's subcontractors. If Tetrym adds a new term or changes an existing term in these Terms, Tetrym will take reasonable steps to provide Customer with appropriate notice, including via Tetrym's website and/or Tetrym Platform, generally at least 30 days in advance. Customer will be deemed to accept and agree to the changes if Customer continues to

use the Services after the publication of any changes. Tatrym will treat Customer continuing to use Tatrym's Platform as Customer agreeing to the changes, and Customer can cancel Customer's Account at any time. A copy of the most up to date version of these Terms will always be available on Tatrym's Website and/or within Tatrym Platform.

2. **Governing Law.** These Terms and any disputes or claims arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of the Slovak Republic without regard to conflict of laws principles and decided by the courts of the Slovak Republic.
3. **Assignment and novation.** Tatrym may assign, transfer and/or novate the Agreement and/or any of Tatrym's rights and/or obligations arising thereunder to another appropriately regulated company, subject to compliance with the applicable laws. Tatrym will notify Customer 15 days in advance if Tatrym plans to assign, novate or transfer any of its rights as described in the previous sentence. Tatrym will consider Customer continuing to use the Services as Customer agreeing to the assignment and novation, but Customer can cancel Customer's Tatrym Account at any time. Customer acknowledges that Broker(s) may assign, transfer and/or novate the Commission Contract and/or any of Broker's rights and/or obligations to another appropriately regulated firm subject to the terms of the Commission Contract. Customer may not assign, transfer, and/or novate these Terms and/or any of Customer's rights and/or obligations to another person without Tatrym's prior written agreement.
4. **Survival Clause.** The sections, clauses and terms of these Terms which by their nature extend beyond termination of this Terms shall survive the expiration or termination of this Terms to the full extent necessary for their enforcement and for the protection of the party in whose favour they operate.
5. **Salvatory Clause.** If any provision in this Terms is shown to be (or later becomes) invalid or inefficient or inapplicable, it will not affect other provisions hereof that will remain valid and effective. Tatrym undertakes to replace an invalid or ineffective provision with a new provision that best corresponds to the originally intended purpose of the invalid or ineffective provision.
6. **No Third-Party Beneficiaries.** The provisions of the Terms are for the sole benefit of the Parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party.
7. **Entire Terms.** The Terms contain the entire Terms and understanding amongst the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.