

LEGAL DISCLAIMER

General Information

All information and data provided in this white paper are “as is” for informational purposes only and are not intended as financial, investment, tax, legal, accounting, or other professional advice. Please consult with a qualified financial advisor, tax consultant, or legal professional before making any financial decisions or investments.

No Investment Advice

Birdy is not an investment advisor, financial advisor, or brokerage. None of the information provided in this white paper constitutes an investment recommendation, offer, suggestion, or solicitation by Birdy to buy, sell, or hold any security or financial product. Birdy makes no representation regarding the advisability or suitability of any investments.

Project Purpose

You agree that you are acquiring Birdy to participate in its ecosystem and to obtain services therein. Birdy is acting solely as an arms-length third party in relation to the distribution and not in the capacity as a financial advisor or fiduciary of any person with regard to the distribution of Birdy.

Nature of the Whitepaper

The white paper and the website are intended for general informational purposes only and do not constitute a prospectus, an offer document, an offer of securities, a solicitation for investment, or any offer to sell any product, item, or asset (whether digital or otherwise). The information herein may not be exhaustive and does not imply any element of a contractual relationship. There is no assurance as to the accuracy or completeness of such information, and no representation, warranty, or undertaking is or purported to be provided as to the accuracy or completeness of such information.

Token Documentation

Nothing in the white paper or the website constitutes any offer by Birdy or its affiliates to sell any Birdy tokens. The agreement between any distributor (or any third party) and you, in relation to any distribution or transfer of Birdy tokens, is to be governed only by the separate terms and conditions of such agreement.

Deemed Representations and Warranties

By accessing the white paper or the website (or any part thereof), you shall be deemed to represent and warrant to Birdy and its affiliates as follows:

1. In any decision to acquire any Birdy tokens, you have not relied on any statement set out in the white paper or the website.
2. You will and shall at your own expense ensure compliance with all laws, regulatory requirements, and restrictions applicable to you.
3. You acknowledge, understand, and agree that Birdy tokens may have no value, there is no guarantee or representation of value or liquidity for Birdy tokens, and Birdy tokens are not an investment product nor intended for any speculative investment.
4. Birdy and its affiliates shall not be responsible for or liable for the value of Birdy tokens, the transferability and/or liquidity of Birdy tokens, and/or the availability of any market for Birdy tokens.

Risk Acknowledgement

Investing in cryptocurrencies, including Birdy , involves significant risk. The value of Birdy can be highly volatile, and you may lose all or part of your investment. Potential investors should thoroughly evaluate their risk tolerance before investing in Birdy .

No Guarantees

Birdy , its affiliates, and data providers expressly disclaim any guarantees regarding the accuracy, adequacy, or completeness of any data or information provided in this white paper. Birdy cannot be held liable for any errors, omissions, delays, or actions taken in reliance on the information presented here.

Regulatory Compliance

Birdy is committed to complying with all applicable laws and regulations. We implement stringent KYC (Know Your Customer) and AML (Anti-Money Laundering) procedures to ensure regulatory compliance. However, regulatory changes may impact our operations, and we reserve the right to modify our practices as necessary to remain compliant.

Third-Party Information

Birdy may provide links to third-party websites or services. We do not endorse or assume responsibility for any content, advertisements, products, or other materials available on such sites. Users access third-party websites at their own risk.

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All content, data, and information provided by Birdy are the property of Birdy and third-party data providers. You agree not to copy, modify, reformat, download, store, reproduce, reprocess, transmit, or redistribute any data or information without prior written consent.

Forward-Looking Statements

This white paper may contain forward-looking statements, including but not limited to projections, estimates, and descriptions of anticipated future events. These statements are based on current expectations and assumptions and are subject to risks and uncertainties that could cause actual outcomes to differ materially from those expressed or implied.

Charitable Contributions

Birdy commitment to charitable giving is based on our mission to support animal welfare. However, the actual impact of these contributions may vary and depends on several factors beyond our control. We cannot guarantee the success or outcomes of the charitable initiatives supported by Birdy .

Platform Usage

Use of the Birdy platform, including the Birdy Visa Card and Birdy App, is subject to terms and conditions that govern user interactions and transactions. Birdy is not responsible for any losses, damages, or issues arising from the use of our platform, and users should ensure they understand and comply with all terms and conditions.

Website Usage

Use of the Birdy website is subject to terms and conditions that govern user interactions and transactions. Birdy is not responsible for any losses, damages, or issues arising from the use of our website, and users should ensure they understand and comply with all terms and conditions.

Community and Governance

Participation in Birdy community governance and decision-making processes is voluntary and subject to specific rules and guidelines. Birdy is not liable for any decisions made by the community or for the outcomes of any votes or proposals.

Tax Obligations

It is the responsibility of Birdy holders to determine what, if any, taxes apply to their Birdy transactions. Birdy is not responsible for determining the taxes that apply to your transactions or for collecting, reporting, or remitting any taxes arising from any transaction.

No Warranties

Birdy, its affiliates, and service providers make no warranties or representations about the accuracy or completeness of the content and data provided. All services and information are provided on an “as is” and “as available” basis without any warranties of any kind, either express or implied.

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To the maximum extent permitted by applicable law, in no event shall Birdy, its affiliates, or service providers be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to, damages for loss of profits, data, use, goodwill, or other

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Jurisdiction and Governing Law

This disclaimer shall be governed by and construed in accordance with the laws of the jurisdiction in which Birdy is incorporated, without regard to its conflict of law principles. Any disputes arising from or in connection with this disclaimer shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

Social Media and Public Communications

Birdy may use social media and other public communication channels to share updates, news, and promotional content. Information shared on social media is for informational purposes only and should not be considered official or legally binding. Users should refer to the official Birdy website and white paper for accurate and reliable information. Birdy is not responsible for any information or opinions shared by third parties on social media platforms.

User-Generated Content

Users may participate in forums, comment sections, and social media discussions related to Birdy . Birdy is not responsible for user-generated content and does not endorse any opinions, advice, or statements made by users. We reserve the right to moderate and remove content that violates our community guidelines or terms of service.

General Disclaimer

Birdy is not responsible for any losses, damages, or issues arising from any interactions with the Birdy project. Use Birdy services at your own risk.

Changes to the Disclaimer

Birdy reserves the right to modify or update this disclaimer at any time. It is your responsibility to review this disclaimer periodically. Continued use of Birdy services after any such changes shall constitute your consent to such changes.

Last Updated

This disclaimer was last updated on August 8, 2024.