



## **TERMS OF USE**

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*Last Updated: 5 June, 2023*

## 1. General

1.1. This document (“General Terms and Conditions” or “Terms”) is an agreement between you and Digital Trading Solution Inc., a company duly organized and existing under the laws of the United Arab Emirates, having its registered address at Sheikh Rashid Tower, Dubai World Trade Centre, Dubai, United Arab Emirates (“Company”) which set outs the term and conditions governing your use and access of:

- (a) the electronic platform that is owned and operated by the Company (“Wingform”); and
- (b) the products and services offered by the Company and third parties engaged by, or in partnership with, the Company through Wingform (“Services”).

1.2. The version of the Terms currently in force will be available on the website located at <https://wingform.com/> (“Site”) and you agree that it shall be your sole responsibility to check for any updates to the Terms. For any other information or support, please contact us:

(a) Email: [support@wingform.com](mailto:support@wingform.com)

(b) Post: Digital Trading Solutions Inc. FZCO, HD-180, Sheikh Rashid Tower, Dubai World Trade Centre (DWTC), Dubai, United Arab Emirates, Shared PO Box: 416654

1.3. In interpreting the Terms, the intention and purpose behind the specific paragraph or paragraphs must be taken into consideration. The Terms shall be of a continuing nature.

## 2. Acceptance of Terms

2.1. Please read these General Terms of Use carefully before accessing Wingform or using any of the Services. By accessing Wingform and/or using our Services, you expressly acknowledge and represent that you have carefully read, understood, and accepted the General Terms of Use in its entirety as a legally binding agreement between yourself and the Company. You expressly agree and accept any other terms, policies, and guidelines incorporated by reference herein. If you are accessing Wingform and using the Services on behalf of a company or other legal entity (e.g. employer, agent, or broker), you represent and warrant that you have the authority to bind that entity to these General Terms of Use. You should immediately stop accessing and/or using Wingform if you do not accept the Terms.

## 3. Amendments to the Terms

3.1. The Company may, from time to time, amend, restate, or supplement the Terms (including the Fees) at the sole discretion of the Company, including any other terms, policies, guidelines, or procedures, considering future developments such as changes in industry trends and/or any changes in legal and/or regulatory requirements applicable to the Company.

3.2. Any amendment, restatement, or supplement to the Terms shall be available through Wingform and on the Site and, unless stated otherwise, shall be effective and binding on you upon publication or at such time as may be prescribed by the Company.

3.3. You agree that the publication of any amendment, restatement, or supplement to the Terms through Wingform and on the Site shall be sufficient notice to you and that your continued access and/or use of Wingform and/or the Services after such amendment shall constitute your acceptance of such amendment, restatement or supplement to the Terms. If you continue to use the Services after we have posted an updated Terms of Use, you agree to be bound by the updated General Terms of Use. As our Services evolve, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion. Any changes to the Company's policies, guidelines, or procedures shall be incorporated by reference herein.

## **4. Eligibility**

4.1. To be eligible to use Wingform and/or the Services, you must:

(a) in the case of an individual:

- have attained at least 18 years of age at the time of accessing and/or using Wingform and/or the Services;
- have the legal capacity to accept the Terms under the laws applicable to you; and
- not otherwise barred from using the Services under the applicable law and these Terms; or

(b) in the case of a legal entity other than an individual, have the full legal capacity (including obtaining the necessary approvals) to accept the Terms.

(each an "Eligible User").

4.2. By accessing and/or using Wingform, you represent and warrant to the Company that you are an Eligible User.

4.3. Despite being an Eligible User, the Company reserves the right to limit your access and/or use of Wingform and/or the Services in accordance with the Terms at the sole discretion of the Company.

## **5. Submitting of Data & Accuracy of Information**

5.1. It shall be your sole responsibility to ensure that any data, document, or other information, whether electronic or otherwise, that you submit to any the Company and/or to any other user (whether through Wingform or otherwise):

- (a) is complete, true, and accurate in all respects at all times;
- (b) where applicable, is provided within a reasonable time;
- (c) is not false, misleading or deceptive in any respect at all times; and

(d) does not omit anything that affects or is likely to affect the meaning or significance of such data, document or other information in any respect at all times.

5.2. The Company and/or Wingform is not responsible for any errors or inaccuracies in the information provided by Users or third-party sources. Each User should independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility. We make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents in Wingform, information and Services made accessible through Wingform, any hyperlinks to third-party websites, or the security associated with the transmission of information through the Services, or any website linked to the Services.

## **6. Onboarding and User Account**

### **Sign-Up, Login**

6.1. Users register to Wingform by creating a username, e-mail, and password. Users must confirm their email by submitting a six-digit that is sent to their email. Wingform requires users to use two-factor authentication (2FA) to provide increased security. Sign-up is completed after email confirmation.

### **Credentials**

6.2. When you create an Account, you must retain access to the Account-linked email and any other credentials that are established to access your Account ("Credentials") to continue to access your Account and to use the Services. You must maintain the security of your Account by protecting your Credentials and Account-linked devices, agree to not disclose your Credentials to anyone, and immediately notify us if you discover or otherwise suspect any security breach related to your Account, receive an Account communication that you do not recognize, receive any notification concerning your Account regarding an event that you do not recognize, or if you discover or otherwise suspect any other unauthorized use of or access to your Account. You are solely responsible for managing and maintaining the security of any information relating to such Credentials and agree that the Company shall not be held responsible for any unauthorized access to the Services or any resulting harm you may suffer. You are responsible for all activities that occur on your Account, whether or not you know about them. You agree to cooperate fully with the legal authorities and the Company in any investigation of activity on your Account.

### **Accounts**

6.3. In order to access and/or use the Services, you may be asked to create a Wingform account with the Company ("Account"). There are (3) three types of Accounts:

1. Individual. An individual profile is a person acting on his/her own behalf. An individual profile allows a user to purchase or sell an Asset under their own name. Each user can have only one individual profile.

2. **Corporate.** Corporate profiles are created for legal entities participating in a transaction as a party (e.g. Seller or Purchaser). A corporate profile always requires an authorized representative to be linked to the profile, who shall have all necessary powers and authorities to represent and act on behalf of that legal entity. A user can have multiple corporate profiles.
3. **Representative.** A representative profile can be created for a person who has the power of authority (permission) to represent another individual or corporate user but is not a party in a transaction (e.g. is not the seller or purchaser of the Asset). A representative can have different permissions - viewer, manager, administrator, or signatory. A user can have multiple representative profiles. A representative must be invited by an individual or a corporate user.

## **Workspaces**

6.4. Each account represents a separate Workspace. Each Workspace has its unique set of inventory, transactions, a representative's rights, payment details, vaults, documents, etc. Workspaces are totally independent. A user can switch between his/her workspaces to participate in different transactions in different roles.

## **Collection of Data and Documentation**

6.5. You must provide all requested information and documentation completely and accurately, including information and documentation we require to open or maintain an Account and to comply with Wingform AML/CFT Compliance Policy and any applicable regulation. Your access to one or more Services may be contingent upon satisfaction with our onboarding processes, which include verification of your identity and additional information we may request from time to time. The information we request may include, without limitation, personally identifiable information (PPI) related to you (including personal data as defined under the UAE Federal Law (45) of 2021 on the Protection of Personal Data (the "UAE Data Protection Law") such as:

- a. your full legal name;
- b. contact information: email, telephone number, registered/residential address;
- c. date/place of birth,
- d. taxpayer identification or social security number,
- e. official government-issued identification,
- f. bank account information
- g. or other information we may reasonably deem helpful in satisfying our risk management or legal obligations.

6.6. You agree to update such information, as needed, to keep it accurate and complete. Failure to do so may result in suspension or termination of your Account, or your access to

certain features or functions of the Services. We or a Third-Party Services Provider may also request, and you agree to provide, additional information to confirm your identity, substantiate the accuracy of your account information, or confirm your purpose in using the Services.

6.7. "Personal Data" is defined by the UAE Data Protection Law in Article 2 as "any information that relates to an individual and by which that individual can be identified, directly or indirectly, including, but not limited to, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual"

6.8. Privacy Policy. Please refer to the "Wingform Privacy Policy" ("Privacy Policy", available at [https://wingform.com/assets/docs/Privacy\\_Policy\\_Wingform.pdf](https://wingform.com/assets/docs/Privacy_Policy_Wingform.pdf) ) for information on how we collect, use, and disclose your information. You acknowledge and agree that through your use of the Services, you consent to the collection, use, and disclosure of your information as set forth in the Privacy Policy.

6.9. Data collected during compliance checks will be used to fill in profile details and to create legal and transactional documents and to comply with compliance KYC/KYB and compliance checks.

### **KYC/KYB and compliance checks**

6.10 KYC/KYB compliance process is a fundamental component of Wingform. This procedure is a critical function to assess customer risk and legal requirements to comply with international standards and regulations for anti-money laundering, countering the financing of terrorism, and countering the financing proliferation of weapons of mass destruction (AML/CFT/CPF).

6.11. Effective KYC/KYB requires verifying a customer's identity, understanding their financial activities and the risk they pose. It also involves a fundamental practice to protect our Company from fraud and losses resulting from illegal funds and transactions.

6.12. All users need to complete KYC/KYB and AML/CFT compliance checks successfully to be onboarded into Wingform. This process requires the following aspects: (i) Customer Identification Program (CIP), (ii) Customer Due Diligence (CDD) / Enhanced Due Diligence (EDD), and (iv) Ongoing monitoring.

6.13. To complete this process, all individuals and/or legal entities are obliged to undertake compliance checks to check a user's identity, Personal Identifiable Information (PII), eligibility, screening against sanction lists, anti-money-laundering and combating financing of terrorism (CFT) screening before undertaking any actions on Wingform.

6.14. The Company reserves its right to reject opening and/or closing an existing Account if the user does not pass the KYC

## **7. Third-Party Services Providers**

### **(a) General**

7.1. The Company has partnered with third parties to facilitate, provide, or otherwise offer certain parts of the Services ("Third-Party Services Providers"). You may be required to enter into additional agreements with such Third-Party Partners in order to enable or access certain functions of the Services. Wingform does not have control of, or liability for, the products or services offered by Third-Party Services Providers.

#### **(b) Closing Provider**

7.2. Closing. You acknowledge and agree that the transaction will be closed in accordance with Wingform's [Closing Provider Policy](#).

#### **c) Compliance**

7.15. We streamline your verification process with truly global coverage through our Third Party Service Provider Sum and Substance Ltd ("SumSub"). [Sumsu](#) is an all-in-one suite for identity verification, fraud prevention, and KYC/AML compliance. The compliance checks provided by third-party provider SumSub whose services are integrated into Wingform.

7.16. By accepting these Wingform Terms of Use you agree to (i) Sumsu's privacy notice, available at <https://sumsub.com/privacy-notice/>, and (ii) Sumsu's terms of use available at <https://sumsub.com/terms-of-use/>, as applicable to the functionalities of Wingform Onboarding Process, including, the verification of Personal Identifiable Information (KYC/KYB) and AML/CFT/CPF compliance checks, (collectively, "Sumsu Terms")

#### **d) Digital Signatures**

7.17. Documents on Wingform are electronically signed through our third-party electronic signatures provider SignNow, which is integrated into Wingform. [SignNow](#) complies with global industry security standards including, GDPR compliance, SOC 2 Type II Certified, PCI DSS certification, 21 CFR Part 11, HIPAA compliance, and CCPA compliance.

7.18. By accepting these Wingform Terms of Use you agree to (i) SignNow's privacy notice, available at [https://www.signnow.com/privacy\\_notice](https://www.signnow.com/privacy_notice), and (ii) Sumsu's terms of service available at <https://www.signnow.com/terms>, (collectively, "SignNow Terms") as applicable to the functionalities of Wingform

7.19. For most use cases, e-signatures are considered legally binding, however, it is the responsibility and liability of each user of Wingform to ensure that use of e-signatures complies with laws, regulations, and policies applicable to you, as user.

## **8. Our Services**

8.1. Wingform provides a technology platform to facilitate the sales and acquisition of aircraft between seller and purchaser. Wingform's Services include offering users KYC/KYB onboarding, AML/CFT screening, and verification, online negotiation, title research, automated legal agreements, and documentation, integrated digital signatures, and closing solutions. Wingform allows Users to submit aircraft for sale and for other Users to buy those aircraft. Purchasers and sellers can interact, negotiate and agree upon the terms of the purchase directly or with the assistance of brokers or authorized third parties. Wingform,



however, is not the owner, seller, or purchaser of any of the aircraft on the Site. Wingform may use third-party services to facilitate the provision of its Services, and these services may have their own terms and conditions.

## 9. Prohibited Uses

9.1. You may not use the Services to engage in the following activities ("Prohibited Uses") as determined by Wingform or its Third-Party Partners, and as updated from time to time. The Prohibited Uses listed below are representative, but not exhaustive. By opening an Account, you confirm that you will not use your Account or the Services to do any of the following:

- a. interfere with another individual's or entity's access to or use of any Services;
- b. provide false or misleading information about yourself or any of the assets for sale, including impersonating or misrepresenting your affiliation with any individual or entity;
- c. defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; or post any information on our Site or Services that is offensive, rude, disparaging, intended to deceive or delude other users/visitors, threatening, abusive, harassing, hateful, defamatory, pornographic, political, racist, or otherwise unlawful or offensive, or that does not generally pertain to the designated topic or theme;
- d. harvest or otherwise collect information through the Services about others without proper consent;
- e. send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other forms of solicitation;
- f. infringe our or any third party's intellectual property rights or rights of publicity or privacy;
- g. engage in any activity which operates to defraud Wingform, Wingform's users, or any other person; provide any false, inaccurate, or misleading information to Wingform;
- h. use any application programming interfaces belonging to Wingform or its affiliates without Wingform's express written consent, or otherwise access your Account other than through the Site;
- i. access, tamper with, or use non-public areas of the Services, Wingform's computer systems, or the technical delivery systems of Wingform's providers;
- j. attempt to probe, scan, or test the vulnerability of any Wingform system or network or breach any security or authentication measures;

- k. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Wingform, any of Wingform's providers, or any other third party (including another user) to protect the Services;
- l. attempt to access or search the Services or download any information from the Services, through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software or search agents provided by Wingform or other generally available third-party web browsers;
- m. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information or payment requests;
- n. attempt to decipher, decompile, disassemble, or reverse engineer any software used to provide the Services;
- o. interfere with, or attempt to interfere with, the access of any user, host, or network to the Services, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- p. collect or store any personally identifiable information from the Services or from other users of the Services without their express permission;
- q. engage in any activity that would enable to the Services from any Restricted Jurisdiction;
- r. Engage in any unlawful activity which would (i) violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Wingform or its Third-Party Partner conducts business, including sanctions programs administered by OFAC; (ii) involve proceeds of any unlawful activity; or (iii) publish, distribute, or disseminate any unlawful material or information;
- s. violate any applicable law or regulation; or
- t. encourage or enable others to commit any of the Prohibited Uses.

All the above are forbidden regardless of the means used, including but not limited to, hacking or by the introduction of any worms, Trojan horses, viruses, unauthorized, malicious or harmful code or other harmful software. By breaching this provision, you may be committing a criminal offense. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software.

Although we are not obligated to monitor access to or use of the Services, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms of

Use, and to comply with applicable law or other legal requirements. We have the right to investigate violations of this Terms of Use or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## **10. Restricted jurisdictions and Prohibited users**

10.1. You may not use the Services if you as an individual are a resident or your company is incorporated or operates from a state, country, territory, or other jurisdiction that (i) does not have adequate Anti-Money Laundering/Combating the Financing of Terrorism standards; (ii) is included in UN sanctions lists; (iii) is part of EU Restrictive Measure list; (iv) does not comply with international standards of the Financial Action Task Force (FATF); (v) is part of Non-Cooperative Countries or Territories; (vi) is included in the Treasury Department's Office of Foreign Asset Control (OFAC); (vii) is part of the financing of proliferation of WMDs and Other UN sanctions regimes with Targeted Financial Sanctions; (viii) is considered a disputed territory; (ix) or where your use of the Services would violate any applicable law. You also may not use the Services if you are located in, you are a resident of, any other jurisdiction where Wingform or its Third-Party Partners have determined to prohibit use of the Services (collectively, "Restricted Jurisdictions"). You agree to notify Wingform and close your Account before establishing residency in any Restricted Jurisdiction. You may not use the Services if you are associated with the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons ("SDN List"). If you attempt to access your Account from a Restricted Jurisdiction, you are ordinarily a resident of a Restricted Jurisdiction, or Wingform believes that you are attempting such access or have become a resident of a Restricted Jurisdiction, Wingform may restrict your Account, and any pending transactions may be canceled. If this happens, you should contact [support@wingform.com](mailto:support@wingform.com), and you may be asked to provide supplemental information about the foregoing. In order to protect the integrity of the Services, we reserve the right, at any time, in our sole discretion, to block access to the Services from certain IP addresses and unique device identifiers.

## **11. Intellectual Property**

The Services are protected by copyright, trademark, and other laws. Nothing in the Terms of Use gives you a right to use, in any manner, Wingform name or any of the Wingform trademarks, product names, logos, domain names, layout or design of any page or form contained on a page, other distinctive brand features, or other proprietary or intellectual property rights ("Wingform Marks"). All right, title, and interest in and to the Services and the Wingform Marks are and will remain the exclusive property of Wingform. Unless otherwise indicated by us, all intellectual property rights and any content provided in connection with the Site or the Services, are the property of Wingform or our licensors or suppliers and are protected by applicable intellectual property laws. You accept and acknowledge that the material and content contained in or delivered by the Site or the Services is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Site or the Services as set forth in this Terms of Use. Any other use of content from the Site or the Services is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights. You may not

sell or modify materials derived or created from the Site or the Services or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose. Your use of such materials on any other website or on a file-sharing or similar service for any purpose is strictly prohibited. You may not copy any material or content derived or created from the Site or the Services without our express, written permission. Any rights not expressly granted herein to use the materials contained on or through the Site or the Services are reserved by Wingform in full. We respect the intellectual property of others. If you believe that your intellectual property rights are being infringed, please email [support@wingform.com](mailto:support@wingform.com).

## **12. Content and Contributions**

We will collect data, content and information that you provide us or that is collected by us as you use the Site or Services ("User Content"). You hereby grant to us, and represent and warrant that you have all rights necessary to grant to us, a worldwide, perpetual, irrevocable, non-exclusive, transferable, and royalty-free right and license to use, store, copy, distribute, and make available to third parties (for their own use, storage, reproduction, distribution and right to make available to third-parties) all User Content. We are not responsible for any loss or damage to your User Content while it is in our possession. We have the right to disclose your identity to any third party who is claiming that any content submitted or uploaded by you to our Site or Services constitutes a violation of their intellectual property rights, or of their right to privacy. At any time, we have the right to remove any User Content you submit to our Site or Services if, in our sole discretion, your post does not comply with these Terms. We take no responsibility and assume no liability for any or your User Content. You represent and warrant that you own or control all rights in and to any User Content including, without limitation, all data you input into the Site or Services. You understand and acknowledge that you are responsible for any data you submit to the Site or Services, and you, not Wingform, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

### **12. Third-Party Content.**

In using the Services, you may view content or services provided by third parties, including links to web pages and services of such parties ("Third Party Content"). We do not control, endorse or adopt any Third Party Content and have no responsibility for Third Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third party. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third Party Content is at your own risk.

## **13. Disclaimer**

Wingform DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT

AND/OR QUIET ENJOYMENT, AND ANY SERVICES PROVIDED BY Wingform ARE PROVIDED “AS IS” AND “AS AVAILABLE.” EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU ACKNOWLEDGE THAT Wingform MAKES NO WARRANTIES UNDER THESE TERMS OF USE DIRECTLY FOR THE BENEFIT OF ANY END USER AND THAT Wingform’S OBLIGATIONS UNDER THESE TERMS OF USE ARE FOR THE BENEFIT OF YOU ONLY, AND NOT FOR THE BENEFIT OF ANY OTHER PERSON. IN ENTERING INTO THESE TERMS OF USE, YOU REPRESENT THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF Wingform OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF USE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE SITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA.

## **14. Indemnity**

You will indemnify and hold harmless Wingform and its affiliates, and its respective officers, directors, employees, and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your improper or unauthorized access to or use of the Services; and (b) your violation of this Terms of Use.

## **15. Limitation of Liability**

IN NO EVENT SHALL WINGFORM, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SITE, SERVICES, OR THIS TERMS OF USE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF Wingform HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FOR EXAMPLE (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE

OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES. Wingform SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) UNSUPPORTED SOFTWARE OR HARDWARE; (B) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER OR CRYPTOCURRENCY NETWORK, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING OR CYBERSECURITY BREACHES; (C) THE CHANGE IN VALUE OF ANY DIGITAL ASSET; (D) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (E) FORCE MAJEURE EVENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS TERMS OF USE HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

## **16. Taxes**

It is your responsibility to determine what, if any, taxes apply to any transaction or trading activity related to the purchase and sale of assets using our Site. It is your responsibility to report and remit any such tax to the appropriate tax authority. You agree that Wingform is not responsible for determining whether taxes apply to your use of the Services, including your transactions, or for collecting, reporting, withholding, or remitting any taxes arising from your use of the Services.

## **17. Cancellation, Suspension, Termination of Services**

We may, in our sole discretion and without any cost or liability to you, with or without prior notice and at any time, suspend, modify, or terminate, temporarily or permanently, all or any portion of our Services, establish certain transaction limits or trading limits, or terminate your Account, with or without reason, including, if we reasonably believe: (i) you breached any terms of this Terms of Use; (ii) you expose us to risk or potential legal liability (iii) it is no longer economically feasible for us to continue providing the Services to you; (iv) due to insolvency, bankruptcy; or (v) termination or removal of the Services by any distribution platform.

Wingform has the right to immediately cause your Account to be suspended, and the funds and assets in your Account may be frozen if: (i) Wingform or any of the Third Party Services Providers suspect, in their sole discretion, your Account to be in violation of this Terms of Use, or Wingform or Third Party Services Providers' Anti-Money Laundering program; (ii) Wingform is required to do by a government or regulatory authority, applicable law, court order, or a facially valid subpoena; (iii) Wingform believes there is unusual activity in your Account or that you are using your Credentials or your Account in an unauthorized or inappropriate manner. Your account will remain suspended until a determination is made in the investigation by Wingform or its Third-Party Partner, at which point Wingform may determine to terminate your Account.



## 18. Miscellaneous

**Governing Law and Dispute Resolution.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. Seller and Purchaser hereby expressly agree that, in case the Parties are not able to settle any dispute, arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, any such dispute shall be settled by arbitration in accordance with the ICC Rules of Arbitration as at present in effect. The seat and place of arbitration shall be London, UK and the English language shall be used throughout the arbitral proceedings. The arbitrator shall be one (1) to be appointed in accordance with the rules of ICC.

**Translations.** For all purposes, the English language version of these Terms shall be the original, governing instrument and understanding of the parties. In the event of any conflict between the English language version of these Terms and any subsequent translation into any other language, the English language version shall govern and control.

**Amendments.** We may modify, add, or remove any portion of these Terms (including any documents incorporated herein), from time to time, in our sole discretion, with or without notice to you, by posting such change on our Site and/or Services. Once posted, such changes shall come into full force and effect.

**Entire Terms.** These Terms of Use constitute the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. The introductory paragraph, and any documents that are linked to or referenced in these Terms, are hereby incorporated by reference and made part of these Terms.

**Severability.** If any provision of these Terms is determined to be unenforceable for any reason and is unable to be reformed by a court of competent jurisdiction as provided above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

**Successors and Assigns.** These Terms shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. These Terms may not be assigned by you without our prior written consent. We may freely assign these Terms to any third party.