

Terms of Use

Wemade Tree PTE., LTD.

These Terms of Use set forth the terms and conditions that apply when the customer (hereinafter referred to as the “user” or “you”) use this BirdTornado offered by Wemade Tree PTE., LTD. (hereinafter “Wemade Tree” “we”, “us”, or “our”).

Section 1. PURPOSE

These Terms of Use create a legally binding agreement between you and Wemade Tree concerning your access BirdTornado app as well as any other mobile website or mobile application related, linked, or otherwise connected thereto with using specially developed Smart Contracts (hereinafter “Service”).

Section 2. CONSENT

By using the Service, or any part of them, you will be considered as you agreed and confirmed that you have read, understand and agree to be bound by all of these Terms of Use. You are expressly prohibited from using this Service if you do not agree and/or accept all of these Terms of Use.

Section 3. MODIFICATION

1. We reserve the right to change, modify or supplement these Terms of Use at our discretion and at any time by posting the changed, modified or supplemented Terms of Use or through the Site or through such other means as we may deem appropriate.
2. We will alert you any changes of these Terms of Use by updating the “Last updated” date at the bottom of these Terms of Use, and you waive any right to receive specific notice of each change.
3. You will be subject to and will be deemed to have been made aware of and to have accepted the changes in any revised Terms of Use by your continued to use of the Service after the date such revised Terms of Use are posted.

Section 4. USE BY MINORS

1. This Service is intended for user who are at least 18 years old. A person underage of 18 is not permitted to use or register for the Service.
2. By accessing, using and/or submitting messages to or through the Service, you represent and agree that you have the legal capacity to agree to accept these Terms of Use in the jurisdiction where you reside.

Section 5. USER REGISTRATION

1. You may be required to register with this Service. You agree to keep your Account such as login details, information, private key and password (the “Account Access”) confidential and you will take sole responsibility for all use of Account Access.

2. When you registered, you should use the Service through your own account. When there is a change in the information of your account, you should update by yourself. We do not have any obligation to update or change user's account.

Section 6. ACCOUNT ACCESS CONTROL

1. Subject to your agreement and complete compliance with these Terms of Use, we grant you a non-exclusive, non-transferable, non-sublicensable license to access and use our Service for your own personal use.
2. We reserve the right to change all or part of the Service at any time without any liability and prior notice to you. Without limiting the generality of our rights reserved in the foregoing, we may modify our Service:
 - (a) for technical reasons;
 - (b) to improve User Experience or User Interface;
 - (c) where we have legal reasons for doing so, (including privacy or other legal objections to the content or conduct of our Service);
 - (d) when we have altered the Services, we provide;
 - (e) because it is no longer makes business sense for us to provide the relevant Service.
3. You are solely and fully responsible for keeping your Account Access in confidential. You should not allow a third party to use your Account Access, nor share these with a third party. We do not control your Account Access includes a device, private key or password.
4. We will not be liable for any damages to you that arises when you have lost, stolen or has forgotten the Account Access (including the loss of cryptocurrency) or the loss of blockchain data associated with this Service.

Section 7. USER REPRESENTATIONS

1. You should be responsible for controlling your own Account Access and you should be solely liable for any acts committed while using your Account Access.
2. By using the Service, you represent and warrant that:
 - (a) all registration information you submitted will be true, accurate, current and complete;
 - (b) you will maintain the accuracy of such information and promptly update such registration information as necessary;
 - (c) you have the legal capacity and you agree to comply with these Terms of Use;
 - (d) you are not under 18 years old;
 - (e) you will not access this Service through automated and non-human, whether through a bot, script or otherwise;
 - (f) you will not use the Service for any illegal and unauthorized purpose; and
 - (g) your use of the Service will not violate any applicable law or regulation.
3. You agree to compensate for all losses, harm, claims and expenses that may arise from any of your breaches of these Terms of Use.

4. You acknowledge and agree to accept full responsibility for all fees and purchases made through your account. We, Wemade Tree will not be responsible to you for any losses resulting from your account.

Section 8. INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise indicated, the Service is our proprietary and all source code, database, functionality, software, website design, audio, video, text, photographs and graphics (collectively, the “Contents”) on the Service and trademarks, service marks and logos contained therein (the “Marks”) are owned and controlled by us and licensed to us.
2. User shall not be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
3. If you believe in good faith that material hosted by us infringed your intellectual property rights, then please contact us by accessing the Customer Center and provide the following information:
 - (a) a description of the intellectual property rights in reasonably sufficient details and an explanation as to how they have been infringed;
 - (b) a description of the infringing material and where the infringing material is located;
 - (c) your address, phone number and email address at which we can contact you;
 - (d) a statement by you, made under penalty of perjury, that (a) you have a good faith belief that the disputed use of material in which you own intellectual property rights is not authorized, and (b) the information that you providing is accurate, correct, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
 - (e) a physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive right that has allegedly been infringed.

Section 9. WALLET

Wallet will be provided based on the account you logged in and the wallet you received is your own Wallet Account. However, the history of your game (the “game data”) will not be saved or stored in the Wallet Account since the BirdTornado is a downloaded game. In addition, Wallet Account is subject to the wallet policy.

Section 10. USER DATA

1. We will maintain certain data that you transmit while your account is active for the purpose of managing the performance as well as data relating to the Service.
2. You are solely responsible for all data that you transmit or that release to any activity you have undertaken using the Service. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.
3. Your account and/or data is not saved on the device, and it cannot be backed up if you change the device or delete the account. Your data will not be saved, and you have to

do it by yourself if you want to save it. You agree that we do not provide any restoration.

Section 11. THIRD-PARTY WEBSITE AND CONTENT

1. “Third-Party content” is the Site or the App links to third-party’s website as well as advertisements, articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties.

Such Third-Party content is not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party content.

2. Inclusion of, linking to, or permitting the use or installation of any Third-Party content does not imply approval or endorsement by us. We have no responsibility and liability related to the Third-party content.
3. We take no responsibility and liability in relation to any purchase you make through Third-Party Websites companies. You agree and acknowledge that we do not endorse the products and services offered on Third-Party Websites and you should hold us harmless from any harm or losses caused by your purchase of such products and services.

Section 12. AUTHENTICATION POLICY

We use global authentication methods such as Google, WeChat and Facebook. We are irrelevant with these authentication parties, and we do not take any responsible for any problems that arises here.

Section 13. FEE AND PAYMENT

1. Due to the irrevocable nature of the blockchain, we are unable to refunds on any purchases. We will not issue a refund for any financial transactions made by your account.
2. Basically, all transactions can be use free of charges, but commissions or staking may be charged when the user makes many Transactions.
3. In the event of any payment-related dispute between you and a third party, you should endeavor to resolve the dispute with that third party, and we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the App or using the Smart Contracts, or any other transactions that you conducted.
4. As between you and Wemade Tree, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessment now or hereafter claimed or imposed by any governmental authority (collectively, “Taxes”) associated with your use of the App. Except for income taxes levied on BirdTornado, you:
 - (a) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied

in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and

- (b) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

Section 14. DIGITAL ASSETS

Digital assets used in the Service can be obtained through the use of game contents. In addition, you can trade or exchange with other users through the WEMIX platform. However, all responsibility for the use of digital assets rests with you and we are not responsible for any problems related to this.

Section 15. PROHIBITED ACTIVITIES

You may not access or use the Service to engage in the following acts, or any other act that may possibly be categorized as such acts:

1. Acts that violate any applicable laws, regulations, public policy, or these Terms of Use.
2. Criminal acts conduct that leads to criminal acts or conduct that promotes such acts.
3. Improperly collecting or using other user's personal information.
4. Use a buying agent or purchasing agent to make a purchase on the Service.
5. Sending or storing text or images with child pornography or other content that would make other users uncomfortable;
6. Use the Service to advertise or offer to sell any goods and services.
7. Circumvent, disable, or otherwise interfere with security-related features of the Service, including features of that prevent or restrict the use or copying of any Content or enforce limitation on the use of the Service contracts and/or the Content contained therein.
8. Engage in unauthorized framing of or linking to the Service.
9. Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user's passwords.
10. Make improper use of the Service or submit false reports of abuse or misconduct.
11. Creating, distributing, or using an outside program such as a bot or cheat tool (including, but not limited to, outside tools to manipulate the results from using the BirdTornado in ways not intended by us)
12. Putting a significant burden on the Service or the networks connected to the Site.
13. Attempt to impersonate another user or use the username of another user.
14. Sell or transfer your game money or game data to other user in a way not provided by Wemade Tree.
15. Use any information obtained from the Service in order to harass, abuse, or harm another user.
16. Use the Service as part of any effort to compete with us or otherwise use the Service and/or the Content for any revenue-generating endeavor or commercial enterprise.
17. Modifying, damaging, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service.
18. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Service.
19. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Service to you.

20. Delete the copyright or other proprietary rights notice from any Content.
21. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
22. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site, the App and the Smart Contracts.
23. Use the Service in a manner inconsistent with any applicable laws or regulations.
24. Damaging the credibility of BirdTornado.

Section 16. SUSPEND AND TERMINATION

1. We reserve the right to suspend or terminate your account and refuse all current or future use of the Service temporarily or for an extended period without prior notice to the User if:
 - (a) you provide any information that is untrue, inaccurate, not current, or incomplete;
 - (b) it becomes impossible to provide the Service due to an earthquake, tsunami, typhoon, lightning, heavy rains, flooding or other natural disaster; or due to a fire, power outage or other unforeseen event; or due to war, unrest, riots, civil disturbance, or a labor dispute;
 - (c) it becomes impossible to provide the Service due to scheduled or emergency maintenance on the systems necessary to deliver the Service; due to network congestion; or due to a disruption at a service provider; or
 - (d) other than as listed above, we determine that it is necessary to suspend or terminate provision of the Service for business or technical reasons.
2. We may, in our sole and absolute discretion, limit or terminate your right to access or use of our Services without any liability to us. You understand and agree that you will not be compensated under any circumstances associated with your account.
3. If we suspend or terminated your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or a borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating and suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redness.
4. These Terms of Use remain in full force and effect while you use the Service. We reserve the right to, in our sole discretion to deny access to and use of this Service (including blocking certain IP Address) to any person for any reason or for no reasons (including without breach of these Terms of Use or any applicable law or regulation) without any notice or liability.

Section 17. DISCLAIMERS AND RELEASE

Wemade Tree's disclaimer is as follows.

1. The Company shall be exempted from liability if it cannot provide the service due to exhibitions, incidents, natural disasters, national emergencies, technical defects that are difficult to resolve, or other force majeure reasons.

2. The company is exempted from responsibility for service suspension, use disorder and contract termination due to reasons attributable to the user.
3. If the service use contract of the user and the company is terminated due to the termination of the user or the company's use contract, the company has a better service environment, except when the company retains user information in accordance with relevant laws and personal information processing policies. The user's account information and all related data may be deleted immediately after termination for the purpose of such purposes, and the company is not responsible for the deletion of the user's account information and related data after the termination of the contract.
4. The Company shall be exempted from liability unless there is intentional or gross negligence of the Company for damages to users due to a telecommunication service provider's suspension or failure to provide telecommunication services normally.
5. The Company shall be exempted from liability for the case of service suspension or failure due to unavoidable reasons such as maintenance, replacement, periodic inspection, construction, etc. for service facilities notified in advance, unless the Company has intentional or gross negligence.
6. The company is exempted from liability for any problems arising from the user's computer environment or network environment without intentional or gross negligence of the company.
7. The Company shall be exempted from liability for the contents of information, data, facts, reliability, accuracy, etc. posted or transmitted in the service or on the website by the user or a third party, unless the Company has intentional or gross negligence.
8. The company is not obligated to intervene in disputes arising between users or between users and third parties through the service and is not responsible for any damages caused by them.
9. In the case of free services among the services provided by the company, the company does not compensate for damages unless the company has intentional or gross negligence.
10. Some of these services may be provided through services provided by other companies, and the company is exempted from liability for damages caused by services provided by other companies unless there is intentional or gross negligence of the company.
11. The company is exempted from liability for the loss of users' digital assets, etc. unless there is intentional or gross negligence of the company.
12. The Company shall be exempted from liability unless there is intentional or gross negligence of the Company for damages caused by errors in the user's computer, or due to incorrect or non-recorded personal information and e-mail address.
13. The Company may limit service usage time depending on the service or user in accordance with relevant laws and government policies and shall be exempted from liability for all matters related to the use of the service arising from such restrictions and restrictions.

Section 18. WAIVERS OF OUR RIGHTS

Our failure or delay exercising of our rights under these Terms of Use does not waive our right to enforce such right.

Section 19. LIMITATION OF LIABILITY

1. We do not warrant that the existence and content of such Service and information are perpetual. Also, we do not warrant that the Service does not infringe the rights of any

Third-Party.

2. We do not warrant that the completeness, accuracy, adequacy, usefulness, timelines, legality of the Service or the information provided by the Service.
3. As to any and all websites of Third Parties that may be accessed through the link from the Service, we do not warrant the legality, integrity, safety, or accuracy of the contents, etc. of websites.
4. We will not be liable for any deletion, loss, trouble or damage of data or information relating to the Service or to any equipment.
5. In some cases, the Service may not be available for technical or maintenance related reasons. You agree that we are not liable for any unavailability of the Services, or any loss of materials, data, transaction or any other information, materials or other losses whatsoever resulting from such system outage.
6. Except in cases of willful misconduct or gross negligence of the part of us;
 - (a) we will not be liable for any damages you suffered arising from any unauthorized access to the Service, invasion of computer viruses, or any conduct of Third Parties.
 - (b) we will not be responsible for any dispute between you and third party that arises from the use of the Service.
 - (c) we will not be liable for any damages (including the loss of or inability to use the cryptocurrency) suffered by you in the event of the malfunction or loss of device by you or a third-party malware, spyware, virus, hacking/cracking attack. Also, we will not be liable for any damages suffered by inadequate control or erroneous use of the Account Access by you or a third party.
 - (d) we will not be liable for any damage suffered by you or any Third party as a result of the use of or inability to use the Service including the delisting of cryptocurrency.

Section 20. ASSUMPTION OF RISK

You accept and acknowledged each of the following:

1. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of items, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of items will not lose money.
2. You acknowledge that there are risks associated with using an Internet-based digital asset, including the risk of Internet connections, malicious software and the risk that third parties may obtain unauthorized access to information stored within your wallet. Also, you agree that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience.
3. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the ecosystem, and therefore the potential utility or value of items.

4. Upgrades by Klaytn platform, a hard fork in the Klaytn platform, or a change in how transactions are confirmed on the Klaytn platform may have unintended, adverse effects on all blockchains using Klaytn including the BirdTornado.

Section 21. INDEMNIFICATION

You agree to hold us harmless and indemnify from and against any claim, liability, loss, damage (actual and consequential) of any kind of nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to;

1. your breach of these Terms, or
2. your misuse of the Service, or
3. your violation of applicable laws, rules or regulations in connection with your access to or use of the Site and the App.

You agree that we will have control of the defense or settlement of any such claims.

Section 22. ASSIGNMENT

We may transfer or assign all or a part of our rights or responsibilities under these Terms of Use to someone else without obtaining your consent and without any restriction due to merger and acquisition. User may not transfer or assign any of the rights or licenses (which included private policies) granted to you hereunder without our prior written consent.

Section 23. DISPUTE RESOLUTION AND GOVERNING LAW

1. If you have any claim arising out of the Terms of Use against us, we strongly encourage you to contact our Customer Center to seek a resolution.
2. These Terms of Use shall be interpreted and governed and construed in accordance with the Republic of Singapore law. If a dispute arises out of or relating to these Terms of Use, all parties will submit to the exclusive jurisdiction of the courts of Republic of Singapore and each party hereby consents to the jurisdiction and venue of such courts.

Section 24. SEVERABILITY

If any part of the Terms of Use is held to be unlawful, void or unenforceable under any applicable local laws or by an applicable court, that provision shall be severed, and the remainder of the Terms of Use shall remain valid and enforceable.

Section 25. MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Service constitute the entire agreement and understanding between you and Wemade Tree Pte. Ltd. These Terms of Use operate to the fullest extent permissible by law. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

Notification Date: Dec 29, 2020

Enforcement Date: Dec 29, 2020