

1. Terms of Service (ToS)

Effective Date: March 26, 2024

Introduction

These Terms of Service ("Terms") govern your use of the BIRDS, LLC website and services (collectively, the "Platform"). By accessing the Platform, you agree to comply with these Terms and all applicable laws and regulations, including the GDPR, CCPA, and other data protection and privacy laws. If you do not agree to these Terms, you are prohibited from using the Platform.

BIRDS, LLC reserves the right to modify or amend these Terms at any time. Changes will be effective immediately upon posting on the website, and you will be notified via email of any significant updates. Continued use of the Platform following such changes indicates your acceptance of the new Terms.

User Eligibility

To use the Platform, you must be at least 18 years old or the legal age of majority in your jurisdiction. By using the Platform, you confirm that you have the legal capacity to enter into a binding contract with BIRDS, LLC .

License to Use

BIRDS, LLC grants you a non-exclusive, non-transferable, revocable license to use the Platform for personal, non-commercial purposes. Unauthorized use of the Platform, including copying, modifying, distributing, or reverse-engineering any part of the Platform, is prohibited.

Account Creation and Security

You agree to provide accurate, current, and complete information when creating an account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account.

Misrepresentation of Broker Account

If you are not a licensed or authorized broker and sign up for a broker account, your account will be terminated immediately. BIRDS, LLC reserves the right to verify the status of any user registering for a broker account. Misrepresentation of your broker status will result in the immediate suspension or termination of access to all services provided under the broker account.

User Conduct

You agree not to:

- Use the Platform for illegal purposes or to violate any local, state, national, or international law.

- Engage in any conduct that could damage, disable, or impair the Platform, or interfere with any other party's use of the Platform.
- Attempt to hack, reverse engineer, or compromise the Platform's security features.

Modification of Services

BIRDS, LLC reserves the right to modify or discontinue the Platform or its features at any time without notice. We are not liable for any modification, suspension, or discontinuation of the Platform.

Intellectual Property

All intellectual property, including trademarks, copyrights, patents, and trade secrets, are owned or licensed by BIRDS, LLC . You may not use any intellectual property of BIRDS, LLC without our prior written consent, except as expressly permitted under these Terms.

Limitation of Liability

To the maximum extent permitted by law, BIRDS, LLC will not be liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the Platform. This includes but is not limited to damages for loss of profits, data, or goodwill.

Governing Law

These Terms are governed by and construed in accordance with the laws of [State/Region], without regard to its conflict of law principles. Any disputes arising from these Terms will be resolved in the courts of [State/Region], and you consent to their jurisdiction.

2. Privacy Policy

Effective Date: March 26, 2024

Introduction

At BIRDS, LLC , we are committed to protecting your privacy and complying with applicable data protection laws, including the GDPR, CCPA, and other local privacy laws. This Privacy Policy explains how we collect, use, disclose, and protect your personal information when you interact with our Platform.

Information We Collect

We collect personal information in the following ways:

1. **Voluntarily Provided Information:** Information you provide directly, such as when creating an account, signing up for newsletters, or contacting us. This may include your name, email address, phone number, and payment details.
2. **Automatically Collected Information:** Information collected automatically as you use our Platform, including your IP address, browser type, device ID, and browsing activity.

How We Use Your Information

We process your personal information for the following purposes:

- To provide and improve our services, including personalizing your experience on the Platform.
- To process transactions, send invoices, and manage your account.
- To comply with legal obligations and protect the rights, property, or safety of BIRDS, LLC , our users, or others.
- For marketing purposes, where we have obtained your explicit consent.

Legal Bases for Processing

Under the GDPR, we rely on several legal bases for processing personal information:

- Consent: You have given clear consent for us to process your personal data for a specific purpose.
- Contractual Necessity: The processing is necessary for the performance of a contract with you.
- Legal Obligation: The processing is necessary to comply with a legal obligation.
- Legitimate Interests: The processing is necessary for our legitimate interests, provided those interests are not overridden by your rights and interests.

Third-Party Sharing

We may share your personal information with trusted third-party service providers who assist us in operating the Platform. These third parties are bound by contractual obligations to protect your data and comply with relevant privacy laws.

Data Retention

We will retain your personal information for as long as necessary to fulfill the purposes for which it was collected, or as required by law. If we no longer need your data, we will securely delete or anonymize it.

Your Rights

Under the GDPR and other applicable laws, you have the following rights:

- Right to Access: Request access to your personal data.
- Right to Correction: Request correction of inaccurate or incomplete data.
- Right to Deletion: Request deletion of your data under certain conditions.
- Right to Object: Object to the processing of your data for direct marketing or other purposes.
- Right to Data Portability: Receive a copy of your data in a structured, machine-readable format.

To exercise these rights, please contact us at [contact details].

3. Acceptable Use Policy (AUP)

Effective Date: March 26, 2024

Introduction

This Acceptable Use Policy ("AUP") outlines acceptable behavior when using the BIRDS, LLC Platform. Violations of this policy may result in suspension or termination of access, and in some cases, legal action.

Prohibited Activities

You agree not to use the Platform for:

- **Illegal Activities:** Engaging in activities that violate any local, state, national, or international law.
- **Abusive Behavior:** Transmitting or distributing any material that is unlawful, harassing, defamatory, obscene, or harmful to others.
- **Intellectual Property Infringement:** Uploading or distributing content that infringes on the intellectual property rights of others.
- **Security Violations:** Attempting to hack, probe, or breach the security of any part of the Platform.
- **Spamming:** Sending unsolicited bulk messages or spam emails.
- **Phishing or Fraud:** Engaging in deceptive practices to obtain sensitive information such as passwords or credit card details.

Account Limitations

Each membership account is limited to use by one individual. Sharing login credentials or allowing multiple users to access one account is prohibited and may result in account termination.

Customer Accountability

Customers are responsible for ensuring that their use of the Platform complies with this AUP, and for any violations by their employees, contractors, or third parties using their account.

Consequences of Violations

BIRDS, LLC reserves the right to suspend or terminate access to the Platform without prior notice for violations of this AUP. In cases of illegal activity, we may report violations to relevant authorities.

4. Cookie Policy

Effective Date: March 26, 2024

Introduction

This Cookie Policy explains how BIRDS, LLC uses cookies and other tracking technologies to collect information on our Platform. By continuing to use our Platform, you consent to the use of cookies.

What Are Cookies?

Cookies are small text files placed on your device when you visit a website. Cookies help us understand user behavior, improve site functionality, and enhance user experience.

Types of Cookies We Use

- Essential Cookies: These are necessary for the operation of the Platform, enabling you to access secure areas.
- Performance Cookies: These cookies collect information about how visitors use the Platform, helping us improve the user experience.
- Functionality Cookies: These allow us to remember your preferences and customize your experience.
- Advertising Cookies: These cookies track your browsing habits to deliver relevant advertisements.

Managing Cookies

You can manage your cookie preferences by adjusting your browser settings. Most browsers allow you to block or delete cookies. Please note that blocking certain cookies may affect the functionality of the Platform.

5. Service Level Agreement (SLA)

Effective Date: March 26, 2024

Introduction

This Service Level Agreement ("SLA") defines the levels of service BIRDS, LLC commits to providing. It outlines the responsibilities of BIRDS, LLC and its customers.

Reliance on Information Posted

The information presented on or through the Platform is made available solely for general informational purposes. Except as otherwise agreed in writing, BIRDS, LLC does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk, and BIRDS, LLC disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

Content from Third Parties

The Platform may include content provided by third parties, including materials provided by other users, bloggers, third-party licensors, syndicators, aggregators, and reporting services. All statements and opinions expressed in these materials are solely the responsibility of the person or entity providing them and do not necessarily reflect the opinion of BIRDS, LLC. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by third parties.

Accessing the Website

We hereby grant you a limited, non-exclusive, terminable, non-assignable, non-transferable right to use the Platform for internal purposes in accordance with these Terms. BIRDS, LLC reserves the right to withdraw or amend the Platform, and any service or material we provide, at our sole discretion without notice.

We will not be liable if, for any reason, all or any part of the Platform is unavailable at any time or for any period. The Platform may be designed for use with certain supported browsers or may be subject to system limitations and minimum operating specifications. The Platform may not work properly if used with unsupported browsers or if these limitations and specifications are not met.

Support Response Times

- Normal Issues: Response within 24 hours.
- Critical Issues (Platform Down): Response within 2 hours, with resolution efforts beginning immediately.

Exclusions

Service credits will not be provided for:

- Downtime due to scheduled maintenance.
- Downtime caused by user actions or third-party applications.
- Downtime caused by force majeure events.

6. Data Processing Agreement (DPA)

Effective Date: March 26, 2024

Introduction

This Data Processing Agreement (“DPA”) governs the processing of personal data by BIRDS, LLC on behalf of its customers, in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR) and other relevant privacy laws. This DPA forms part of BIRDS, LLC’s Terms of Service and applies to any personal data processed by BIRDS, LLC as part of providing its services.

Definitions

- Controller: The entity that determines the purposes and means of processing personal data.
- Processor: The entity that processes personal data on behalf of the controller.
- Personal Data: Any information relating to an identified or identifiable natural person.
- Sub-Processor: Any third party appointed by the processor to assist in processing personal data on behalf of the controller.

Processing of Personal Data

1. Scope and Purpose of Processing: BIRDS, LLC will only process personal data for the purposes outlined in the Terms of Service or any other documented instructions from the customer, in accordance with applicable data protection laws.
2. Types of Personal Data: BIRDS, LLC may process the following types of personal data: names, contact details, payment information, IP addresses, and any other data the customer chooses to submit through the Platform.
3. Duration of Processing: BIRDS, LLC will process personal data for the duration of the agreement, or as long as necessary to fulfill the purposes outlined in the Terms of Service unless otherwise required by law.

Sub-Processing

BIRDS, LLC may engage sub-processors to assist in providing its services. A current list of sub-processors will be made available to customers upon request. Fly BIRDS, LLC Birds will ensure that all sub-processors are bound by similar contractual obligations with respect to the protection of personal data.

Data Security

BIRDS, LLC implements appropriate technical and organizational measures to ensure the security of personal data, including encryption, access controls, and regular audits. BIRDS, LLC will promptly notify the customer in the event of any data breach involving personal data.

Data Subject Rights

BIRDS, LLC will provide reasonable assistance to customers in responding to requests from data subjects to exercise their rights under applicable data protection laws, including the right to access, correct, delete, or restrict the processing of their personal data.

Data Transfers

BIRDS, LLC will not transfer personal data outside the European Economic Area (EEA) or the jurisdiction where the data is collected unless adequate safeguards are in place to protect the personal data in compliance with GDPR or other applicable laws.

Data Retention and Deletion

Upon termination of services or at the customer's request, BIRDS, LLC will either delete or return all personal data to the customer, unless retention of the data is required by law.

Liability and Indemnity

BIRDS, LLC will only be liable for damages resulting from a breach of this DPA caused by BIRDS, LLC's gross negligence or willful misconduct with respect to applicable data protection laws.

Audit Rights

The customer may audit BIRDS, LLC's compliance with this DPA no more than once per year and only upon reasonable notice. BIRDS, LLC will provide necessary documentation and assistance to demonstrate compliance with applicable data protection laws.

Governing Law

This DPA is governed by the same law as the BIRDS, LLC Terms of Service and is subject to the jurisdiction of the courts specified in the Terms.

7. Refund and Cancellation Policy

Effective Date: March 26, 2024

Introduction

This Refund and Cancellation Policy outlines the terms under which users can cancel their BIRDS, LLC subscriptions and request refunds. By using BIRDS, LLC services, you agree to the terms set out in this policy.

Cancellation Process

Users may cancel their subscriptions at any time through their account dashboard or by contacting BIRDS, LLC support at [email address]. Once a cancellation request is received, the cancellation will take effect at the end of the current billing cycle.

Refund Eligibility

Refund Eligibility

BIRDS, LLC does not provide refunds under any circumstances, including but not limited to technical outages, even if lasting more than 24 consecutive hours.

Cancellation Process

Users must provide a written notice of cancellation at least one month prior to the termination of their membership. The cancellation will take effect at the end of the next billing cycle following the one-month notice period.

Refunds will not be issued for:

- Partial months of service.
- Downtime caused by user actions, third-party applications, or force majeure events.
- Cases where the user has violated BIRDS, LLC's Terms of Service or Acceptable Use Policy.

Refund Process

To request a refund, users must contact BIRDS, LLC support at [email address] within 30 days of the event giving rise to the refund claim. BIRDS, LLC will review each request on a case-by-case basis and issue refunds at its sole discretion. If approved, refunds will be processed within 10 business days of approval and will be credited to the original payment method.

Service Credits

BIRDS, LLC does not offer service credits for any form of downtime or unavailability of services.

Termination by BIRDS, LLC

BIRDS, LLC reserves the right to terminate or suspend access to its services for users who violate the Terms of Service, Acceptable Use Policy, or any other applicable agreements. In such cases, users are not entitled to a refund or service credits.

Governing Law

This Refund and Cancellation Policy is governed by the same law as the BIRDS, LLC Terms of Service and is subject to the jurisdiction of the courts specified therein.