

1. Acceptance and Applicability.

- 1.1. By the earlier of (i) checking in the applicable check box or pressing the applicable "I accept" button, or (ii) first using or attempting to use the Freemium Platform (as defined below) ("**Effective Date**"), you ("**User**") agree to be bound by the Wing freemium platform terms of service ("**Freemium Terms of Service**"). If User enters into these Freemium Terms of Service on behalf of a company or other legal entity, such User represents and warrants that User has the authority to bind such entity to these Freemium Terms of Service.
- 1.2. Unless otherwise specified in these Freemium Terms of Service, the provisions of the Platform Agreement ("**Agreement**") together with the Privacy Policy available at ("**Privacy Policy**"), collectively with the Agreement and the Freemium Terms of Service, the "**Terms**") shall apply *mutatis mutandis*, on Wing's services provided via the Wing freemium platform ("**Freemium Platform**") to User (the "**Services**").
- 1.3. If these Freemium Terms of Service are in conflict with any terms contained in any other document, the Freemium Terms of Service will prevail.
- 1.4. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Platform Agreement.

2. Freemium Platform & Services.

- 2.1. **Freemium Platform.** At Wing's discretion, the Freemium Platform and Services are provided to User, at no charge (unless determined otherwise by Wing), subject to the limitations set forth herein. At any time during the Term (as defined below), User may choose to upgrade to the Platform services, subject to the Agreement (including without limitation payment of the applicable fees).
- 2.2. **Registration of User Freemium Account.** To access and use the Freemium Platform, User must first register as a "Registered User", by registering for an account on the Freemium Platform ("**User Freemium Account**"). Registering a User Freemium Account may require certain information, e.g., a username and a password, and other information as set forth by Wing from time to time.

3. License Grant.

Wing hereby grants you, during the Term, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Services for your internal business purposes, solely as expressly permitted under the Terms.

4. Support.

The Wing SLA, as incorporated by reference (via link) under Section 2.4 of the Agreement shall not apply. The Company may provide certain support services, at Company's discretion.

5. Changes to the Services; Suspension of Account; Account Cancellation.

- 5.1. Wing may at any time and for any reason modify, correct, amend, enhance, improve, reduce, replace, discontinue, or make any other changes to the Services (or any part thereof), at its sole discretion.
- 5.2. At Wing's discretion, Wing may block User's access to the Services and/or limit, suspend or terminate User's User Account without any liability to User or to any third party.
- 5.3. Subject to the foregoing conditions, Users may discontinue its use of the Services (or any part thereof) at any time during the Term ("**Cancellation of Account**"). Such Cancellation of Account shall be initiated by Users by contacting the Company and according to the instructions of the Company.

6. Term and Termination.

- 6.1. These Freemium Terms of Service shall become effective on the Effective Date, and shall remain in effect until terminated as follows (the "**Term**"):
 - 6.1.1. By User's cancellation of Account, as specified under Section 5.3 above
 - 6.1.2. By Wing, in accordance with Sections 5.1-5.2, above (Changes to the Services; Suspension of Account).
 - 6.1.3. As set forth in the Agreement.
- 6.2. Sections 3, 6 and 7 will survive any expiration or termination of these Freemium Terms of Service.

7. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN THE AGREEMENT, WING'S AGGREGATE LIABILITY UNDER THESE FREEMIUM TERMS OF SERVICE WILL BE LIMITED TO \$100.
