TERMS OF SERVICE FOR COOKIE ANALYTICS

September 9, 2026

1. GENERAL PROVISIONS

1.1. These Terms of Service of the Website and Services (the "Terms") constitute a legally binding agreement between you (the “User”, "you", "your", etc.) and BRIGHTLINE INTERACTIVE PTE. LTD., a company incorporated in Singapore with registered office at 10 Anson Road, #20-05, International Plaza, Singapore 079903 (“COOKIE3”, “we”, “our”, “us”, etc.).

1.2. The Terms apply to your use of the Website and Services made available to you through the Website. The Terms set out in particular:

1.2.1. the types and scope of electronically supplied services;

1.2.2. the conditions for the supply of services by electronic means of communication, including:

1.2.2.1. technical requirements necessary for cooperation with the ICT System used by COOKIE3;

1.2.2.2. a prohibition on providing illegal content by the User;

1.2.2.3. the conditions for making and terminating contracts on electronically supplied services;

1.2.3. a complaint procedure.

1.3. The following annexes are an integral part of these Terms:

1.3.1. Annex no. 1 – LIST OF RESTRICTED COUNTRIES.

1.3.2. Annex no. 2 – PARTNERS PROGRAM TERMS

1.4. The currently applicable and binding Terms are available on the Website at cookie.fun, pro.cookie.fun, cookie3.co, cookie3.com and/or app.cookie3.co in a form that enables their recording, storage, and reproduction by the User. The content of the Terms may be recorded and reproduced by the User using any technique on any media for purposes related to the use of the Website and the Services.

1.5. The Services may be provided by COOKIE3 or, where specified in these Terms or any additional terms, by any other entity from the COOKIE3 Group.

1.6. Before accessing the Website or using any of the Services, you must carefully read and understand the Terms and the Privacy Policy. By accessing the Website or using any of the Services, you acknowledge that you have carefully read, understood, and agreed to be bound by the Terms and the Privacy Policy.

1.7. Nothing in these Terms shall be construed as COOKIE3 having possession, custody, or control over any Crypto-Assets of any User. If the Services enable the User to connect a Wallet (e.g., to view or analyze on-chain activity), such connection does not grant COOKIE3 the ability to transfer, custody, or control the User’s Crypto-Assets, and COOKIE3 does not execute blockchain transactions on the User’s behalf.

1.8. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE WEBSITE OR THE SERVICES.

2. CONTACT

2.1. You may contact COOKIE3 regarding matters related to the Website or the Services via: (i) email: contact@cookie3.co, and (ii) any additional support channels made available by COOKIE3 in the Website/interface (including, where provided, in-app Intercom and/or Telegram).

2.2. We may communicate with you through the same contact channels as set forth in Section

2.1. CONTACT above. If you use these communication channels, you agree that COOKIE3 may communicate with you through these channels in response.

2.3. We may also communicate with you by posting information on the Website or by sending an email to the email address provided by you when using the Website or the Services (if applicable).

2.4. Formal notices. For the avoidance of doubt, any formal notices or statements under these Terms (including termination, withdrawal, objections, or other legally relevant notices) must be submitted by email to contact@cookie3.co or by mail where applicable. Messages sent via Telegram, chat tools, are treated as support communications only, unless COOKIE3 expressly confirms in writing (email) that a given message constitutes a valid notice under these Terms.

3. TECHNICAL REQUIREMENTS FOR THE USE OF THE WEBSITE AND SERVICES

3.1. The technical requirements for the use of the Website and Services are as follows:

3.1.1. an Internet-connected device with the latest operating system, Internet access and a current standard web browser (e.g. Chrome, Safari, Mozilla Firefox, Opera or Microsoft Edge);

3.1.2. cookies and JavaScript enabled in the web browser;

3.1.3. screen resolution when displaying the Website is at least 1280x720 pixels.

4. LEGAL REQUIREMENTS FOR THE USE OF THE WEBSITE AND SERVICES

4.1. The legal requirements for the use of the Website and the Services are as follows:

4.1.1. you must be at least 18 years old or of the legal age in accordance with the Applicable Law at the time of accessing the Website;

4.1.2. you must have the full legal capacity to conclude agreements under the Applicable Law;

4.1.3. comply with additional requirements as regards specific Services set out in these Terms (if applicable).

4.2. If you do not meet any of the requirements set out in Section 4.1, you are obligated to refrain from accessing and using the Website or Services.

5. COMPLIANCE WITH THE APPLICABLE LAW

5.1. The User must comply with the Applicable Law, including the local laws regarding the lawful use of the Services in the User's jurisdiction.

5.2. The User declares that the User:

5.2.1. does not carry out any illegal activity, including money laundering, financing of terrorism or any other activity in violation of any state or international sanctions as defined by the Applicable Law;

5.2.2. is not present on any international or national sanction lists;

5.2.3. is not located in a Restricted Country, nor is a resident of a Restricted Country. The list of Restricted Countries is set out in Annex no. 1 to these Terms.

6. NO SERVICES FOR USERS FROM RESTRICTED COUNTRIES

6.1. The User declares that the User is not located in a Restricted Country, nor is a resident of a Restricted Country during the whole duration of use of the Services provided by COOKIE3.

6.2. COOKIE3 does not provide any Services to Users who are located in a Restricted Country, or are residents of a Restricted Country or who fail to comply with Section 5. COMPLIANCE WITH THE APPLICABLE LAW in any other way. COOKIE3 reserves the right to immediately cease provision of the Services and/or terminate the Agreement with a User with immediate effect when it becomes aware of circumstances described in the preceding sentence.

7. NO ADVICE AND RISK INFORMATION

7.1. COOKIE3 is not your legal advisor, tax advisor, Crypto-Assets advisor, financial advisor, or any other advisor of any kind. The Content, the Website, these Terms, or any other legal document issued by COOKIE3 in connection with the Website and the Services are not intended to be or contain any sort of advice and should not be construed as such. In particular, we do not provide any investment, financial, Crypto-Asset, legal, or tax advice to anyone in the Content, the Website, these Terms or any other legal document issued by COOKIE3 in connection with the Website and the Services.

7.2. You should consult your independent financial, Crypto-Asset, legal, or tax professionals before using the Website and the Services to assess if your use of the Website and the Services would comply with the regulatory requirements of the Applicable Law and/or what regulatory requirements would you need to comply with to use the Website and the Services in compliance with the Applicable Law. All decisions made by the User when using the Website or the Services are based solely on the User's own assessment of the User's factual and legal situation and objectives and are User's sole responsibility.

8. GENERAL RULES OF USE OF THE SERVICES

8.1. The Website and/or the Services are provided in English.

8.2. The User is authorized to use the Website and/or the Services for the User's internal business purposes or personal use (as applicable), in accordance with these Terms and any applicable plan, Order Form, or subscription limits. The User shall not resell, sublicense, or otherwise make the Services available to third parties (including on a service bureau basis), except where expressly permitted by COOKIE3 in writing.

8.3. The User is obligated to use the Website and/or the Services in accordance with these Terms, the Applicable Law, and good market practices, respecting personal rights and intellectual property rights, in particular our rights or rights of any Third Parties. In particular, the User undertakes:

8.3.1. not to transmit or upload any Prohibited Content;

8.3.2. not interfere with or disrupt the operation of the Services or ICT Systems;

8.3.3. not impersonate any person or entity, misrepresent information, or otherwise misrepresent User's affiliation with a person or entity;

8.3.4. not collect or gather email addresses or other contact details of other Users by email or otherwise for the purpose of sending unsolicited emails or other unsolicited communications;

8.3.5. not advertise or offer to sell or purchase any goods or services for any purpose not expressly permitted by COOKIE3;

8.3.6. not support, assist, or promote any criminal activity or enterprise;

8.3.7. not access or use the Services to create products or services that compete with the Services;

8.3.8. not modify, reproduce, duplicate, copy, download, store, further transmit, distribute, transfer, disassemble, broadcast, publish, remove, or alter any copyright statement or label, or license,

sublicense, sell, mirror, design, rent, lease, trademark, grant a security interest in or to any portion of the property, or create derivative works or otherwise exploit any portion of the property with respect to the COOKIE3 Content, the Website, or the Services - without the prior written consent of COOKIE3 - except as explicitly permitted under Annex no. 2 (Partners Program Terms) and/or with COOKIE3's prior written consent.;

8.3.9. not use deep linking, indexing robots, bots, spiders, or other automated devices, programs, scripts, algorithms or methods, or any similar or equivalent manual process to access, obtain, copy or monitor any element of COOKIE3's intellectual property, or replicate or circumvent the navigational structure or presentation of the content, the Website, or the Services in any way, to obtain or attempt to obtain any materials, documents, or information by any means not intentionally made available through the Services or the Website in accordance with these Terms. For avoidance of doubt, this clause does not prohibit the use of the APIs, tracking snippets, SDKs, export/download features, or other integration tools intentionally provided by COOKIE3 (including under Section 9.2), within the limits of the applicable plan.

8.3.10. not create, publish, or distribute any independent leaderboard or ranking based on Content acquired from the Website and/or the Services outside of the functionalities intentionally made available by COOKIE3, including by copying, scraping, or re-hosting such content. For avoidance of doubt, this does not restrict the User from viewing, generating, or exporting leaderboards, scores, dashboards, or reports that are provided by the Services and made available via the Website/interface, within the limits of the applicable plan.

9. SERVICES

9.1. COOKIE3 provides the Services in connection with the Website under the Agreement:

9.1.1. Cookie3 Analytics (also marketed as "User Analytics", formerly "Cookie Analytics") – a blockchain-based analytics platform, designed to deliver data-driven insights and performance metrics to businesses, creators, and users within Web3 ecosystems; this service processes and analyzes both on-chain and off-chain data to enable the tracking, measurement, and optimization of user engagement, marketing campaigns, and decentralized application (dApp) performance.

9.1.2. Cookie Score – service being a decentralized, blockchain-based mechanism designed to assess and quantify the value contributed by individual users within Web3 ecosystems. It operates as a reputational and reward system, utilizing a combination of off-chain and on-chain

analytics, augmented by an artificial intelligence data layer, to evaluate user behavior and engagement across decentralized applications (dApps). The service assigns a numerical score, known as the "MarketingFi Score," to users based on their demonstrated quality and activity, enabling the identification of high-value participants.

9.1.3. KOL Intelligence Service - an advanced analytics platform, designed to empower Web3 marketers and businesses by delivering comprehensive insights into the performance and impact of Key Opinion Leaders (KOLs) within Web3 ecosystems; this service enables users to track and evaluate KOL-driven engagement, impressions, onchain metrics (such as wallet connections and price action), and return on investment (ROI) or cost-per-mille (CPM) through automated data analysis. Leveraging a combination of onchain and off-chain data, the KOL Intelligence Service provides realtime monitoring capabilities to assess the activities of KOLs, ambassadors, competitors, and internal teams, facilitating data-driven decision-making for marketing strategies.

9.2. APIs and integrations. COOKIE3 may make available application programming interfaces (APIs), tracking snippets, SDKs, and other integration tools (the "APIs") to enable the User to integrate with and/or access certain functionalities of the Services. The User may use the APIs only as intentionally made available by COOKIE3, in accordance with these Terms, the applicable plan limits, and the technical documentation made available by COOKIE3 (as updated from time to time). The User shall not circumvent authentication, rate limits, or access controls, and shall keep any API credentials secure and confidential. For the avoidance of doubt, "off-chain data" may include publicly available information from social media platforms and other public online sources (e.g., publicly visible posts and engagement metrics) where necessary to provide the Services (including the KOL Intelligence Service).

10. CONCLUSION OF THE AGREEMENT

10.1. These Terms apply from the moment the User first accesses the Website or uses any part of the Services. The Agreement for the provision of Services that require an Account is concluded at the moment the User successfully signs up for an Account (and, where applicable, subscribes to a paid plan).

11. CONTENT ACCESS SERVICE

11.1. The Services may make available Content and outputs, including analytics dashboards, scores, metrics, reports, and other information displayed via the Website/interface (and, where applicable, via APIs or export features intentionally provided by COOKIE3).

11.2. The User accesses the Content and outputs through the Website/interface (and, where applicable, through other access methods intentionally provided by COOKIE3, such as APIs, downloads, or exports), subject to plan limits and these Terms.

11.3. Any Content and outputs made available through the Website or the Services are provided for informational purposes only and do not constitute an offer, solicitation, advice, or recommendation to buy or sell any assets or CryptoAssets, or to engage in any transaction. COOKIE3 does not provide legal, tax, financial, or investment advice. Any decisions made by the User based on the Content and outputs are made solely at the User's own risk and responsibility.

11.4. Some parts of the Website and/or the Services may be available free of charge, while other features require payment of Fees (including subscription Fees), as displayed on the Website/interface at the time of purchase or activation.

11.5. Subscription plans and Billing Period. Where the User purchases a subscription plan ("Subscription"), Fees are charged in advance for the applicable billing period ("Billing Period"). The applicable price, any introductory period, the recurring price, the Billing Period, the included usage allowance, the renewal date, and other plan-specific terms are displayed to the User immediately before purchase and form part of the Agreement. The applicable plan-specific terms are those affirmatively accepted by the User at checkout and confirmed in the purchase confirmation.

11.6. Renewal and introductory offers. Subscriptions renew automatically for successive Billing Periods unless cancelled by the User before the renewal date, subject to mandatory provisions of Applicable Law. Where an introductory or promotional offer automatically converts into a paid recurring Subscription, the initial charge, the duration of the introductory period, the subsequent recurring charge, and the renewal frequency will be displayed clearly and prominently immediately before purchase. The Subscription will convert and renew only after the User has affirmatively accepted those terms.

11.7. Cancellation. The User may cancel a Subscription at any time through the account management functionality, where available, or by contacting COOKIE3 at contact@cookie3.co. To avoid the next automatic charge, cancellation must be completed before the applicable renewal date. Unless stated otherwise at the time of purchase, cancellation takes effect at the end of the then-current Billing Period and the User retains access until that date.

11.8. Payment methods; payment processor. Fees are payable using the payment methods made available via the Website/interface. Payments may be processed by third-party payment providers. COOKIE3 is not responsible for the acts or omissions of such providers to the extent permitted by Applicable Law.

11.9. Taxes. Fees are exclusive of any applicable taxes, duties or levies (including VAT), unless expressly stated otherwise at the time of purchase. The User is responsible for any applicable taxes in accordance with Applicable Law.

11.10. Price changes. COOKIE3 may change Fees or introduce new Fees in accordance with Section 15 (Amendments). Unless mandatory law requires otherwise, changes apply no earlier than from the next Billing Period following the effective date of the change.

11.11. No refunds. Except where required by Applicable Law or expressly stated otherwise at the time of purchase, Fees (including subscription Fees) are nonrefundable, and no refunds or credits will be provided for partial Billing Periods.

11.12. Non-payment; suspension. If Fees are not paid when due, COOKIE3 may (i) suspend or restrict access to the paid features until payment is received, and/or (ii) terminate the Agreement in accordance with Section 14, subject to mandatory provisions of Applicable Law.

11.13. Additional terms. Certain offerings (including partner/reseller arrangements or enterprise offerings) may be governed by additional terms agreed with COOKIE3. In case of conflict, the additional terms prevail for that specific offering.

12. THIRD-PARTY SERVICES

12.1. The Website may contain hyperlinks to external services or websites of Third Parties. These Terms do not apply to such Third Party Services or websites unless expressly stated otherwise. If the User uses them, the User does so at the User's own risk and subject to the relevant terms of services and privacy policy of such Third Parties. COOKIE3 recommends that each User reads the terms of service and privacy policies of such Third Parties for further information before accessing or using Third Party Services or websites. COOKIE3 is not responsible for any Third Party Services accessed via a hyperlink from the Website, including for their accuracy and/or completeness.

12.2. Certain features presented as part of the Services (including the Cookie Launchpad) may be provided, operated, or enabled by Third Parties and may require the User to accept additional terms of such Third Parties.

12.3. COOKIE3 is not responsible for Third Party-operated components of such features (including eligibility rules, allocations, token sale terms, settlement, or any outcomes of participating in token sales), and any use of such Third Party components is at the User's own risk, subject to mandatory provisions of Applicable Law.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. COOKIE3 grants to the User a non-exclusive, non-transferable, royalty-free, copyright license, without the right to sub-license, to use the Website in accordance with these Terms.

13.2. The Content, which includes graphical elements, is protected by copyright, trademark protection rights (or priority rights to register trademarks), and other intellectual property. COOKIE3 does not assign any copyrights or provide any licenses to use the Content outside of the license set out in this Section 13 INTELLECTUAL PROPERTY RIGHTS. Any use of the Content outside of the scope of the license, may constitute a breach of COOKIE3's intellectual property rights.

13.3. The User recognizes and accepts that the Website and the Services may include content or characteristics safeguarded by copyright, patent, trademark, trade secret, or other exclusive rights and laws. Except as explicitly authorized by COOKIE3 (including under these Terms), the User may not modify, copy, frame, scrape, rent, lease, loan, publish, sell, distribute, remove any proprietary notices or labels, or develop derivative works based on the Website or the Services, in whole or in part. For the avoidance of doubt, the prohibition on creating independent leaderboards or rankings based on Content acquired from the Website and/or the Services applies as set out in Section 8.3.10 and does not restrict the use of leaderboards, scores, dashboards, or reports provided by the Services.

13.4. Except as expressly permitted under these Terms (including Section 9.2) or through functionalities intentionally made available by COOKIE3 via the Website/interface, the User may not engage in or utilize any data mining, robots, scraping, or similar data gathering or extraction methods in relation to the Website, the Services, or the Content.

13.5. The User shall not, directly or indirectly, engage in any unauthorized form of data scraping, data mining, or extraction of content, data, or materials from the Website or Services, including the use of automated tools, bots, crawlers, or scripts, other than via the APIs and features intentionally provided by COOKIE3 under these Terms. Any breach of this clause shall constitute a material violation of the Agreement, entitling COOKIE3 to terminate the Agreement with immediate effect and pursue all available legal remedies, including claims for damages and injunctive relief.

13.6. COOKIE3 retains all right, title and interest in all of the COOKIE3's intellectual property, including, without limitation, ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

14. TERMINATION OF THE AGREEMENT

14.1. Termination by the User; Subscription cancellation.

14.1.1. The User may terminate the Agreement at any time by (i) using the account management functionality available in the User's Account, where available, or (ii) contacting COOKIE3 by email at contact@cookie3.co.

14.1.2. Where the User has purchased a Subscription (as defined in Section 11), the User may cancel the Subscription at any time. Unless expressly stated otherwise at the time of purchase or required by mandatory provisions of Applicable Law, cancellation takes effect at the end of the then-current Billing Period and the User retains access to the subscribed features until that time.

14.1.3. Termination of the Agreement does not relieve the User from the obligation to pay any Fees accrued up to the effective date of termination.

14.2. Consumer withdrawal rights. Where mandatory Applicable Law grants a Consumer a right to withdraw from the Agreement, including a 14-day withdrawal right where applicable, that right may be exercised within the period and subject to the conditions prescribed by that law.

14.2.1. To exercise an applicable right of withdrawal, the Consumer must inform COOKIE3 of the decision by an unequivocal statement sent to contact@cookie3.co.

14.2.2. COOKIE3 will confirm receipt of the withdrawal request on a durable medium, such as email.

14.2.3. If the Consumer requested commencement of the Services during an applicable withdrawal period, the Consumer may be required to pay an amount proportionate to the Services provided before COOKIE3 received the withdrawal notice, to the extent permitted by mandatory Applicable Law.

14.2.4. Where the Services constitute digital content or a digital service supplied on a non-tangible medium, an applicable withdrawal right may be lost upon commencement of performance if the Consumer gave prior express consent and acknowledged the loss of that right, to the extent permitted by mandatory Applicable Law.

14.2.5. Any refund required by mandatory Applicable Law will be made using the same payment method used for the initial transaction, unless the Consumer expressly agrees otherwise, and within the legally required time limit.

14.2.6. Any additional information required by mandatory consumer law, including a model withdrawal form where applicable, may be provided during checkout or in an annex to these Terms.

14.3. COOKIE3 may terminate the Agreement with immediate effect if any of these valid reasons arise:

14.3.1. the User is in breach of these Terms, in particular the rules of conduct set out in Section 8. GENERAL RULES OF USE OF THE SERVICES;

14.3.2. the User grossly violates Applicable Law or the rights of COOKIE3 or Third Parties in connection with the User's use of the Services, in particular intellectual property rights;

14.3.3. the User carries out activities detrimental to COOKIE3 or Third Parties, in particular activities that violate or threaten the security of ICT Systems;

14.3.4. the User uses the Website or the Services in a manner contrary to their purpose or scope as set out in these Terms;

14.3.5. the User attempts to gain unauthorised access to the Website;

14.3.6. the User overcomes software security features that restrict or protect the use of Content;

14.3.7. it is required under the Applicable Law or requested by a lawful and binding order issued by law enforcement authorities, court of law, or other public authorities (if applicable under the Applicable Law).

15. AMENDMENTS TO THE TERMS

15.1. COOKIE3 reserves the right to amend these Terms for important reasons, i.e.:

15.1.1. in the event of a change in legislation, the need to adapt these Terms to the Applicable Law directly affecting these Terms and resulting in the need to modify them to comply with the Applicable Law;

15.1.2. the need to adapt these Terms to recommendations, orders, rulings, provisions, interpretations, guidelines, or decisions of authorised public authorities;

15.1.3. extending or changing the functionality of the Website, including the introduction of new services provided electronically or changing the existing functionality of the Website;

15.1.4. changing the technical conditions for the provision of the Services;

15.1.5. the need to rectify any ambiguities, errors, or clerical mistakes that may have occurred in these Terms;

15.1.6. changing the contact details, names, identification numbers, electronic addresses, or links provided in these Terms;

15.1.7. to prevent abuse or for security reasons, including to enable the Services to be used in a legally compliant manner;

15.1.8. improving the quality of customer service.

15.2. If the User is a Consumer, COOKIE3 will inform the User of the planned change to these Terms by publication on the Website and/or by notification in the Website’s interface. In such case, COOKIE3 will provide the User who is a Consumer with:

15.2.1. the content of the planned change to these Terms;

15.2.2. the effective date of the change no less than 7 days prior to such change;

15.2.3. the consolidated text of the amended Terms.

15.3. If the User does not agree to the proposed changes of these Terms, the User is entitled to terminate the Agreement, effective on the day immediately preceding the date of the proposed amendment. In such case the User must contact COOKIE3 by email to: contact@cookie3.co and cease from using the Website or the Services.

15.4. Subject to the mandatory provisions of the Applicable Law, continued use of the Website or the Services means that the User agrees to be bound by the current version of the Terms.

16. LIABILITY

16.1. Subject to the mandatory provisions of the Applicable Law and other provisions of these Terms, our total liability on any basis (i.e. contractual, tort) for damages caused by COOKIE3 to the User who is not a Consumer in any calendar year of these Terms shall be limited to an amount equal to 1,000 EUR (liability limitation).

16.2. Subject to the mandatory provisions of the Applicable Law, COOKIE3 shall not be liable (liability exclusion):

16.2.1. for investment decisions made on the basis of the Content or for the results obtained on the basis of the Content. In particular, COOKIE3 will not be obliged to compensate the User for any damages, including loss of profits, resulting from decisions or actions taken by the User based on knowledge obtained from the Content provided. It is the User's responsibility to assess the merits and risks of using any information and Content published on the Website or made available

through the Services, with COOKIE3 making reasonable efforts to keep the Content up to date.

16.2.2. for restricting, delaying, or preventing, in whole or in part, the User’s access to the Website or the Services as a result of acts, events, omissions or accidents beyond its reasonable control, including, strikes, failure of public utility services or telecommunications network, including the Internet, war, riot, civil commotion, malicious damage;

16.2.3. for restricting, delaying, or preventing, in whole or in part, the User’s access to the Website or the Services due to necessary maintenance, upkeep or development work (including updates) in relation to the Website or the Services;

16.2.4. for damage caused by circumstances beyond its direct or indirect control;

16.2.5. for Third Party Services, including their accuracy and completeness;

16.2.6. for acts or omissions of the User, in particular for damages caused by the illegal use of any of the Services;

16.2.7. for Prohibited Content.

16.3. Subject to the mandatory provisions of Applicable Law, the User who is not a Consumer agrees to defend COOKIE3, COOKIE3’s affiliates and their employees, officers, directors, agents, joint ventures, and representatives ("COOKIE3 Entities") from any and all claims, fees, administrative fines, liabilities, and damages incurred by or asserted against COOKIE3 Entities as a result of any violation of these Terms or Applicable Law by the User. The User, who is not a Consumer, agrees to indemnify the COOKIE3 Entities for the expenses referred to in the preceding sentence, including the costs of defending the rights of the COOKIE3 Entities, in particular the costs of legal assistance, and, if incurred by the COOKIE3 Entities, to reimburse the COOKIE3 Entities for such expenses and costs.

17. COMPLAINTS

17.1. COOKIE3 exercises due diligence to ensure that the Website and the Services operate at an appropriate level.

17.2. The User has the right to report objections and errors in the functioning of the Website and the Services, as well as submit other complaints regarding the Website and/or the Services by contacting COOKIE3:

17.2.1. by email: contact@cookie3.co;

17.2.2. by mail to the following address: BRIGHTLINE INTERACTIVE PTE. LTD., a company incorporated in Singapore with registered office at 10 Anson Road, #20-05, International Plaza, Singapore 079903, with “COMPLAINT” marked on the envelope.

17.2.3. COOKIE3 may additionally offer support channels (e.g., in-app Intercom or Telegram). Complaints submitted via such channels shall be treated as a complaint only if COOKIE3 confirms receipt of the complaint by email or if the User subsequently submits the complaint by email in accordance with Section 17.2.1.

17.3. The User should state in the complaint:

17.3.1. the contact details required to send a reply to the complaint;

17.3.2. a detailed description of the event giving rise to the complaint;

17.3.3. demands of the User making the complaint.

17.4. COOKIE3 may ask the User to provide additional information to the extent necessary to provide a complete response.

17.5. Complaints and notifications will be dealt with immediately, no later than within 14 days, unless a shorter time limit for responding to the complaint arises from the provisions of the Applicable Law.

17.6. User's failure to provide the information set out in Section 17.3 or incomplete provision of such information may make it difficult or impossible for COOKIE3 to respond to the complaint.

17.7. A complaint may be submitted anonymously if providing the User's personal data is not necessary for processing the complaint.

17.8. COOKIE3 will send the User a response to the complaint to the email address from which the complaint was sent unless the User has indicated that the User wishes to receive a response to a different email address.

17.9. Complaints shall be considered on the basis of the provisions of these Terms and the governing law subject to Section 18. GOVERNING LAW.

18. GOVERNING LAW

18.1. These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of Singapore.

18.2. Nothing in these Terms limits any rights or remedies available to a Consumer under mandatory Applicable Law that cannot lawfully be excluded or limited.

19. DISPUTES

19.1. Before commencing formal proceedings, the User and COOKIE3 should attempt in good faith to resolve any dispute by contacting each other in accordance with Section 2.

19.2. Subject to Section 19.3, the courts of Singapore have exclusive jurisdiction over any dispute arising out of or in connection with these Terms, including any question concerning their existence, validity, or termination.

19.3. Section 19.2 does not deprive a Consumer of any protection or right to bring proceedings in another jurisdiction that cannot lawfully be excluded under mandatory Applicable Law.

20. PRIVACY AND PERSONAL DATA PROTECTION

20.1. COOKIE3 processes personal data in accordance with Applicable Law, including the Singapore Personal Data Protection Act 2012 and, where applicable, the GDPR. Information about personal data processing and cookies is provided in the Privacy Policy.

20.2. COOKIE3 and its partners may use cookies and similar technologies, including tags and tracking pixels, to operate the Website, measure and analyse use and performance, measure campaign effectiveness, and optimise advertising. These technologies may collect information about the User's device or browser and interactions with the Website, including pages viewed, clicks, referral URLs, and timestamps. Where consent is required by Applicable Law, non-essential technologies are used only after consent, and preferences may be managed through the cookie consent mechanism described in the Privacy Policy.

21. FINAL PROVISIONS

21.1. The governing law and jurisdiction provisions in Sections 18 and 19 apply to these Terms.

21.2. These Terms comprise the entire contractual relationship between the User and COOKIE3 and supersede all prior arrangements, agreements, and understandings of any kind between the User and COOKIE3.

21.3. The User and COOKIE3 are independent entities. Nothing in these Terms creates any relationship between the User and COOKIE3 other than a relationship between independent entities, including no partnership or joint venture. The User is not authorized to make any commitments on behalf of COOKIE3.

21.4. COOKIE3 reserves the right to transfer the rights and obligations of COOKIE3 set out in these Terms to other entities belonging to the COOKIE3 Group. If the User does not consent to such transfer, the User will be entitled to terminate the Agreement.

21.5. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court or other competent authority, or if the invalidity or ineffectiveness of any provision of these Terms is based on binding legal provisions, or if any

provision of these Terms proves to be unenforceable in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.

21.6. All warranties, representations, conditions, and any other terms of any kind implied by statute or common law are excluded to the fullest extent permitted by Applicable Law.

22. DEFINITIONS

22.1. All capitalized terms in the Terms and annexes thereto shall have the following meanings:

22.1.1. Account – an electronic set of data that allows the User to use the Services.

22.1.2. Agreement – the agreement for the provision of Services concluded between the User and COOKIE3 pursuant to Section 10, in particular in relation to Services requiring an Account and/or a paid plan.

22.1.3. Applicable Law – all laws, statutes, ordinances, orders, regulatory requirements, rules, and regulations that apply to the User, COOKIE3, the Website, or the Services, whether Singapore, national, state, EU, federal, or local.

22.1.4. Business Day – a day from Monday to Friday excluding public holidays in Singapore.

22.1.5. Consumer – any natural person making a legal transaction with COOKIE3 who is not directly related to its professional or business activity.

22.1.6. Content – any content, comments, remarks, data, information, text, photos, images, digital or other material displayed by COOKIE3 or made available by COOKIE3 by any other means on or through the Website in connection with Services.

22.1.7. COOKIE3 (“we”, “our”, “us”, etc.) – BRIGHTLINE INTERACTIVE PTE. LTD., a company incorporated in Singapore with registered office at 10 Anson Road, #20-05, International Plaza, Singapore 079903.

22.1.8. COOKIE3 Entities – COOKIE3’s affiliates and their employees, officers, directors, agents, joint ventures, and representatives.

22.1.9. COOKIE3 Group – COOKIE3 and COOKIE3’s affiliates.

22.1.10. Crypto-Assets – digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology.

22.1.11. GDPR – Regulation (EU) 2016/679 (General Data Protection Regulation).

22.1.12. ICT System - a set of interoperable computing devices and software providing for the processing and storage of data as well as the sending and receiving of data over telecommunications networks, including all computers, communications, electronic, data processing or cloud systems used by COOKIE3 or the User in relation to the use and/or provision of the Services.

22.1.13. Prohibited Content – any content, comments, remarks, data, information, text, photos, images, digital or other material made, shared, used or uploaded by the User in connection with use of the Website or the Services other than the Content that (i) infringes any intellectual property or other proprietary rights of COOKIE3 or any Third Party; or (ii) contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any of the Services; or (iii) constitutes or poses a threat to the privacy or security of any person; or (iv) constitutes unsolicited or unauthorized advertising or commercial activity; or (v) is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, libelous or otherwise objectionable; or (vi) in the sole judgment of COOKIE3, is inappropriate or restrict or inhibit others from using the Services, or may expose COOKIE3 or Users to any damage or liability of any kind.

22.1.14. Services – the services provided by COOKIE3 to the User through the Website as defined in Section 9. SERVICES.

22.1.15. Terms – these Terms of Service for Cookie Analytics and other Services provided by COOKIE3 via the Website.

22.1.16. Third Party – an entity other than the User or COOKIE3 that provides the Third Party Services.

22.1.17. Third Party Service – services or solutions provided by a Third Party that are linked to on the Website.

22.1.18. User ("you", "your" etc.) – a natural or legal person using the Website and/or the Services.

22.1.19. Wallet – a digital Crypto-Assets wallet belonging to the User.

22.1.20. Website – the online websites operated by COOKIE3 through which the Services are provided, including cookie.fun, pro.cookie.fun, cookie3.co, cookie3.com, app.cookie3.co, and any successor domains.

22.1.21. Partners Program – the cooperation program described in Annex no. 2.

22.1.22. Partner – a User accepted by COOKIE3 into the Partners Program under Annex no. 2.

22.1.23. Restricted Country – any country, territory, dependency or jurisdiction listed in Annex no. 1 (as updated from time to time) where COOKIE3 does not offer the Services.

22.1.24. Billing Period – the period of time for which the Subscription is purchased (e.g., monthly, quarterly, annual), as indicated at the time of purchase.

22.1.25. Fees – any fees payable for the Services, including subscription fees, as indicated at the time of purchase.

22.1.26. Subscription – paid access to certain features of the Services for a Billing Period.

22.1.27. Payment Provider – a third-party provider that processes payments on behalf of COOKIE3.

ANNEX NO. 1 – LIST OF RESTRICTED COUNTRIES COOKIE3 does not offer the Services in the jurisdictions listed below, including their territories and dependencies, due to sanctions, anti-money laundering and counter-terrorist financing requirements, regulatory or licensing considerations, and COOKIE3's internal risk-management policy. The restriction applies based on the User's location or residence and, for a legal person, its place of establishment, unless Applicable Law requires otherwise. COOKIE3 may update this list from time to time by publishing an amended version of these Terms.

- Afghanistan
- Barbados
- Burkina Faso
- Cameroon
- China
- Democratic People's Republic of Korea
- Democratic Republic of the Congo
- Gibraltar
- Haiti
- Iran
- Jamaica
- Mali
- Mozambique
- Myanmar
- Nigeria
- Panama
- Philippines
- Senegal
- South Africa
- South Sudan
- Syria
- Tanzania
- Trinidad and Tobago
- Uganda
- United Arab Emirates
- United States of America
- Vanuatu
- Vietnam
- Yemen

ANNEX NO. 2 – PARTNERS PROGRAM TERMS

1. Scope. This Annex governs participation in COOKIE3's Partners Program (also referred to on the Website as the Referral Program).

2. Acceptance; eligibility. Participation requires COOKIE3's prior approval. COOKIE3 may accept or reject any application at its sole discretion.

3. Tracks. The Partners Program may include, in particular:

3.1. Regular Track (Referral/Introduction). Partner introduces potential customers to COOKIE3. COOKIE3 handles the sales process.

3.2. Channel Track (Reseller/Channel). Partner may integrate COOKIE3 tooling into Partner's own offering and/or resell access to the Services to end customers, subject to the conditions and limitations set by COOKIE3, including (where applicable) bulk discounts.

4. Commission & discount rules. Specific commercial terms (including "up to 30%", "15% recurring", discount levels, eligible Services/plans, payout currency, minimum thresholds) may be presented on the Website and/or agreed in writing between COOKIE3 and Partner (e.g., via email, order form, invoice, or other written confirmation).

5. Qualifying Referrals (Regular Track). A referral qualifies only if: (i) the end customer is new to COOKIE3 (not an existing lead/customer), (ii) the referral is attributable to Partner's introduction accepted by COOKIE3, and (iii) COOKIE3 receives payment from the end customer. Commission is calculated on fees actually received by COOKIE3, net of taxes, refunds, chargebacks, and discounts. Commission accrues only while the end customer remains a paying subscriber and COOKIE3 receives payment.

6. Channel Track resale; access to client dashboards. Where Channel Track permits resale/mark-up and/or access to an end customer's dashboard, Partner shall: (i) comply with Applicable Law, (ii) not misrepresent the Services, (iii) obtain all necessary authorizations from end customers, and (iv) comply with COOKIE3's security and access rules. Any specific dashboard access scope must be expressly enabled by COOKIE3.

7. Marketing compliance. Partner must follow COOKIE3 branding guidelines (if provided) and shall not make any warranties, guarantees, or statements on behalf of COOKIE3. Partner shall not imply COOKIE3's endorsement beyond the Partners Program scope.

8. Taxes. Partner is solely responsible for Partner's own taxes and reporting obligations related to commissions/discounts.

9. Abuse; withholding. COOKIE3 may withhold or adjust commissions/discounts in case of fraud, self-referrals, deceptive marketing, violation of Applicable Law, or breach of the Terms/this Annex.

10. Term; termination. Either party may terminate the Partner's participation at any time by notice. Upon termination, the Partner must cease using COOKIE3 materials and marks and stop presenting itself as a Partner. Commission for qualifying payments received before termination remains payable subject to Section 5 and any set-off or adjustment under Section 9.

11. No partnership. Participation does not create any partnership, joint venture, employment, or agency relationship. The Partner has no authority to bind COOKIE3.