

LUMA Token

Website terms of use

Introduction

This website (accessible at <https://token.alluma.io>) (“our website”) is owned and operated by EMERGESOURCE ASIA PTE. LTD, a company incorporated in Singapore. Each reference in these terms of use to “our website” includes all materials that we make available to you on our website.

By accessing and/or using our website, and/or using the services and functionalities made available through our website, you agree to comply with these terms of use. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms of use; (ii) you have read and understand these terms of use; and (iii) you agree, on behalf of the party that you represent, to these terms of use.

If you do not agree to these terms of use or if you do not have the legal authority to bind your employer or the applicable entity, do not access and/or use our website or the services or functionalities available through our website.

If you are below 18 years old: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these terms of use and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the services, functionalities or content provided or purchase of goods (including the LUMA token); and (iii) your acceptance and compliance with these terms of use. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing our website and/or using the services and functionalities made available through our website.

Access to and use of password-protected and/or secure areas of our website *for example, the token sale purchasing dashboard* are restricted to authorised users only. You may not obtain or attempt to obtain unauthorised access to such parts of our website or to any other protected information, through any means not intentionally made available by us for your specific use. A breach of this provision may be an offence under the Computer Misuse and Cybersecurity Act (Cap. 50A) of Singapore or equivalent legislation in your home jurisdiction.

Please check this page each time you use our website, as we may update these terms from time to time.

If you carry out any transaction through our website, that transaction may be subject to additional terms and conditions which you will be asked to read and accept at the relevant time. To the extent of any inconsistency with these terms, the terms of the transaction apply to that transaction and any matters connected with it.

Your obligations

You agree to access and/or use our website and/or the services and functionalities made available through our website only for lawful purposes and in a lawful manner at all times, *and ensure that any information or data you post or cause to appear on our website is accurate and agree to take sole responsibility for such information and data.*

You must comply with any instructions we give you about how to use our website and must not do anything that interferes with or adversely affects the normal operation of the website (including the ability of other users to access or use the website).

You agree and undertake not to:

- attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to our website
- interfere with another’s utilization and enjoyment of our website

- use or upload, in any way, any software or material that contains, or which you have reason to suspect contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt our website's data or damage or interfere with the operation of another user's computer or mobile device and/or our website
- access and/or use our website and/or the services and functionalities made available through our website other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws

You are responsible for ensuring the security of the systems and devices that you use to access our website, including through use of appropriate virus-checking and other security software.

Registration

You may need to register with us in order to access certain parts of our website *for example, the token sale purchasing dashboard*. In this case, a username and password or other log-in details ("**Log-in Credentials**") may either be: (i) determined and issued to you by us; or (ii) provided by you and accepted by us in our sole and absolute discretion in connection with our website. We may at any time in our sole and absolute discretion forthwith invalidate the Log-In Credentials without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such invalidation.

You are responsible for keeping your Log-In Credentials confidential so that they cannot be used without your permission. You will be responsible for any access to and/or use of our website by anyone using your Log-In Credentials (whether such access and/or use is authorised or not), and you agree to indemnify us against any and all losses, liabilities, claims, damages and expenses (including legal fees) attributable to any such access to and/or use of our website referable to your Log-In Credentials. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of the Log-In Credentials has been compromised or if there has been any unauthorised use of the Log-In Credentials.

Rights to suspend or terminate access

We may suspend, terminate or block your access to all or any part of our website at any time and without prior notice to you.

Intellectual property

All of the intellectual property rights in and to our website, including all content, information, functionalities, services or materials displayed, provided or made available on our website, are owned, licensed to or controlled by us. We may update and change the materials available on our website, including by removing materials, at any time in our discretion without notice to you.

You may download or print sections of our website if needed for your own personal use, but otherwise you may not reproduce or modify any part of our website without our express prior consent. To the extent that our website contains functionality that allows you to access or download specific materials through our website, your use of that functionality and the downloaded materials may be subject to separate terms and conditions which you will be asked to read and accept at the relevant time.

Website links

Our website may contain or link to information that has not been devised, verified or tested by us or any of our officers, employees or agents. These are provided for your information only. We do not take any responsibility for that information, nor endorse its accuracy or completeness. We are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website.

We do not guarantee that the information, or the provision of the hyperlinks to you, does not infringe third party rights. If our website contains a link to an external website, we do not endorse, recommend, approve, guarantee or introduce any third parties or the services and/or products that those third parties may offer. We accept no responsibility for them or any of the content available, or for any loss or damage that may arise from your use of them.

You may provide a link to the home page of our website at, on any website you operate, as long as you do not suggest any form of association, approval or endorsement on our part without our express prior permission and you promptly delete the link at our request.

Except as set out in this clause, you may not link to our website.

No financial services activities or advice

The information and any materials contained in this website should not be considered as an offer or solicitation to buy or sell financial instruments, provide financial advice, create a trading platform, facilitate or take deposits or provide any other financial services of any kind in any jurisdiction.

The information contained on this website is not intended to provide and should not be construed as advice of any kind. You should obtain appropriate professional advice when necessary. It does not take into account your objectives, financial situation or needs.

Liability

Our website, including the services and/or functionalities made available through our website, are provided on an “as is” and “as available” basis. While we will use reasonable care and skill in operating our website, we cannot promise that our website will always be available, meet your requirements or completely free of faults, errors or compromise from cybersecurity events.

To the maximum extent permitted by law, except as expressly set out in these terms of use, we exclude:

- all conditions, representations, warranties and statutory guarantees, whether express or implied, in relation to our website, including the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose; and
- any liability, whether in contract, tort (including negligence), or otherwise, for any indirect or consequential loss, damage or expense incurred by you or any other user in connection with our website.

To the extent we are unable by law to exclude any implied condition, representation, warranty or statutory guarantee in relation to the provision of goods or services through our website, we limit our liability for a breach to the re-supply of those goods or services, or payment for such re-supply. This is without limitation to any other exclusions or restrictions of our or others' liability in connection with this website.

Privacy

We will manage any personal information that we collect through our website in accordance with our **Privacy Policy**.

Rights of Third Parties

A person or entity who is not a party to these terms of use shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws to enforce any of these terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in section of this terms of use shall affect the rights of any permitted assignee or transferee of these terms of use.

Governing law

These terms of use are governed by the laws in force in Singapore and are subject to the exclusive jurisdiction of the courts in that place.

Questions?

Please **contact us** info@alluma.io if you have any questions about our website.