

This User Agreement governs the terms and use of Alluva.com, the Alluva mobile application, our platform, platform technology, and any other of our websites, apps, developer platforms, their content, and other products and services that we presently offer or will offer in the future (“Alluva Services”). You must comply with the terms and conditions set out in this User Agreement in order to make use of Alluva.

Alluva Inc. (“Alluva, “us”, “we”, “our”) is a company registered in Delaware USA.

## I. LET'S GET STARTED

### ARE YOU ELIGIBLE?

i.

We first require that you must be at least 18 years of age or the age that the law in your country of residence requires that you must be for Alluva to provide Alluva Services to you, whichever is higher. You may not use Alluva Services if you are under 18 years of age. We also require that you have full power and authority to enter into this User Agreement and to be bound by its terms and conditions.

ii.

You agree to use your ETH Address, ALV address, a valid e-mail account, and ensure that you provide us with correct information when registering your account with us (“Alluva Account”). If you do not and we find out, your Alluva Account will be deleted. You undertake to update your information provided to us in due course. Failure to provide accurate or updated information constitutes a breach of this User Agreement, which may result in immediate termination of your access to Alluva Services.

iii.

You must not be presently banned, restricted, or prohibited from using Alluva Services or from holding an Alluva Account.

iv.

You cannot make use of Alluva Services for reasons or purposes competitive to Alluva - that would be unfair to our community of users. The easiest way for us to ensure that is to prohibit competitors from using Alluva Services - so no competitors permitted.

v.

You will play nice while using Alluva Services - this means that you will abide by the terms of this User Agreement, you will respect the intellectual property rights of Alluva and third-parties, you will not use Alluva Services to directly or indirectly violate applicable laws or for any illegal purposes, and you will not harass, troll, or otherwise bully our users. You shall not use Alluva Services in a way that may cause any of Alluva Services to be interrupted, damaged or rendered less efficient.

**If you do not meet and agree to these requirements, then it is time now to stop reading this document and cease making use of Alluva Services.**

### **ARE WE IN AGREEMENT?**

You agree that by visiting our site, by registering an Alluva Account or by otherwise making use of Alluva Services that you agree to be bound by this User Agreement and our Privacy Policy which is incorporated by reference into this User Agreement. You understand that you are entering into a legally binding agreement with Alluva. By visiting our site, registering an Alluva Account or by otherwise making use of Alluva Services, you acknowledge that you have read and understood this User Agreement and our Privacy Policy and that you will comply with all applicable laws. If you do not wish to be bound by this User Agreement, then please do not visit our site, register an Alluva Account or otherwise make use of Alluva Services. You may be asked to review and accept additional terms that apply to the specific product or service we offer which will constitute a part of this User Agreement.

## **II. SERVICES AND YOUR ACCOUNT**

### **SUBSCRIPTION**

Upon registering for an Alluva Account, you will be permitted to subscribe to and use Alluva Services. You will need to provide a current email address. If you register, you agree that all information supplied is true and accurate. Once registered, you will have unlimited access to any contents designated as free from time-to-time. Further access to Alluva data is subject to a subscribers (your) payment of a fee and the terms provided by Alluva when subscribing on Alluva's website or mobile device. The prices and features depend on the product you choose.

### **ALLUVA SERVICES AND YOU**

#### **Subscription**

After your subscription has been activated, we grant you a non-exclusive, non-transferable, non-assignable, non-sub-licensable and revocable license to access Alluva reports, ratings, recommendations, and analytics and other Alluva Services through a browser, mobile device, or Alluva application subject to the terms and conditions in this User Agreement and any applicable laws.

You do not have the right to resell use of Alluva Services to any third party. All rights (including intellectual property rights) in and to Alluva Services are and shall at all times remain vested in Alluva.

We will do our best to provide requested Alluva Services but we reserve the right at our discretion to suspend, terminate, discontinue, replace, modify, interrupt, or otherwise change Alluva Services. We do not undertake to continue to retain, store, display, or make available information or content stored or associated with your Alluva Account, and we retain the right to remove, delete, suspend, or withhold content stored with us at our discretion. We will endeavor to keep you updated on Alluva Services and any changes to them. You may register an Alluva Account if eligible and you will need to do so in order to access and make use of all Alluva Services.

## **Staking**

Alluva provides you the ability to stake a rating through ALLUVA services. Once your stake has been created on Alluva your data is available on the ALLUVA Blockchain and ETHEREUM blockchain immediately. This information is made public and unable to be deleted once submitted. Alluva is not able to delete nor cancel any stakes that have been created once they have been submitted to the blockchain. Your stake information will be made available, but not personal details.

## **COMMUNICATING WITH YOU**

By registering an Alluva Account, you are agreeing that we may communicate with you as part of providing the Alluva Services. You consent to receive communications from us electronically and acknowledge that all agreements, notices, documents, and communications provided to you electronically satisfy any legal requirement for such communications to be in writing. Alluva communications will include communications related to your Alluva Account and our services, administrative communications related to your Alluva Account, and promotional and marketing communications. You may opt out of promotional or marketing communications at any time. We may also communicate with you through notices placed on our website. These notices may inform you of changes to the Alluva Services, this User Agreement, the Privacy Policy, and related changes that you should be aware of.

## **YOUR Alluva ACCOUNT**

When you register an account with us, it is your Alluva Account - though we will have rights to some of the User Content as set out below. You have responsibility for ensuring the confidentiality of your Alluva Account password and restricting access to your Alluva Account and/or devices to prevent

any unauthorized use of the Alluva Account by others. You shall promptly contact us if you believe there has been unauthorized use of your Alluva Account. You may not sell, transfer, rent, or trade your Alluva Account or access to it. You accept full responsibility for all activities, charges and damages that occur in relation to your Alluva Account.

## **SECURITY**

You are responsible for the security of your username and password. Alluva shall not be held liable for any damage resulting from your failure to comply with this security obligation. Actual or attempted unauthorized use of any of our websites, apps or platforms may result in criminal and/or civil prosecution. We reserve the right to view, monitor, and record activity on our websites, apps or platforms without notice to or further permission from you, to the fullest extent permitted by, or as required by applicable law. Any information obtained by monitoring, reviewing, or recording is also subject to review by governmental or law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on any of our websites, apps or platforms. We will also comply with all applicable laws and court orders that require us to provide such information.

## **CANCELLATION AND TERMINATION**

Alluva, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other service from Alluva, for any reason at any time. We may, at our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your Account. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account. Alluva reserves the right to refuse service to anyone for any reason at any time. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Service, or receive assistance from our customer service. You may cancel your subscription at any time by sending an email to [hello@alluva.com](mailto:hello@alluva.com). The cancellation will take effect upon the end of the current subscription period. You are solely responsible for properly canceling your Account. All of your content may be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

## **MODIFICATION TO SERVICES AND PRICES**

Alluva reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Alluva Service (or any part thereof) with or without notice. Prices of all Alluva

Services, including but not limited to subscription Service fees, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Alluva Site ([www.Alluva.com](http://www.Alluva.com)). Alluva shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **III. CONTENT, INTELLECTUAL PROPERTY, AND PRIVACY**

### **USER CONTENT**

“User Content” means all content posted by you (including but not limited to comments, photos, videos, reviews, and other relevant content), communications with Alluva or others and interactions with Alluva Services through your Alluva Account. You may not post or communicate any User Content that may breach generally acceptable standards, this User Agreement, or applicable laws including those governing personal privacy, confidential information, intellectual property, obscenity, defamation, spam, and the like. We reserve the right to edit or delete any User Content which is objectionable in our sole opinion (whether in violation of applicable laws or not) though we are under no obligation to do so.

### **RIGHTS TO USER CONTENT**

When you post or communicate any User Content through your Alluva Account, you grant Alluva a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully paid-up, transferable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, disseminate, transmit, copy or create derivative works from, distribute, and display said User Content in a medium of our choice. This means that we may use your User Content as part of Alluva Services and related purposes and uses. The right is sub-licensable and so this means that we may allow others to do so as well. If your User Content appears with advertising, you shall not be compensated. We may also under this right use the name that you submit in connection with said User Content and you agree to such use. Our right to use your User Content survives the deletion or suspension of your Alluva Account. You agree that you own, control, or hold all rights to the User Content that you post or communicate through your Alluva Account and that you are free to grant the foregoing right to us. You represent and warrant that you have all rights necessary to grant the foregoing right and that all User Content provided via your Alluva Account by you or anyone else using your Alluva Account complies with all applicable laws, rules and regulations. You further waive or waive exercising any moral rights in such User Content.

## **MORE ON YOUR RESPONSIBILITY FOR USER CONTENT**

You are responsible and liable for any User Content posted or communicated via your Alluva Account. You understand that after posting or communicating User Content through your Alluva Account you may not always be able to delete or amend said User Content. You must ensure that any User Content posted or communicated is fair, accurate, and truthful and does not violate any applicable laws or this User Agreement. You agree to indemnify Alluva for any claim brought by a third-party over the User Content and take full responsibility for User Content that you provide.

Please take care and keep this in mind when posting or communicating User Content.

## **YOUR FEEDBACK**

When you provide us with your feedback about the Alluva Services, you are doing so voluntarily and without any compensation to you or without any restrictions on how we may, if at all, incorporate that feedback.

## **ALLUVA'S INTELLECTUAL PROPERTY**

We own and reserve all intellectual property rights in Alluva Services including our copyright, trademarks, service marks, trade names, trade dress, and other valuable intellectual property. Outside of the very limited scope of use granted expressly through this User Agreement to access the Alluva Services, you have no other rights to make use of our intellectual property without our express written consent. Just to be clear - nothing in this User Agreement grants you a right to use our trademarks nor to copy, reproduce, modify, distribute, recreate, display, adapt, or exploit our other intellectual property. If you would like to make use of it, then please contact us.

## **YOUR PRIVACY**

This User Agreement incorporates by reference our Privacy Policy. Please take the time to read our Privacy Policy as it governs how we collect, process, and use your personal data including disclosure of the same. Please keep in mind that not all information posted publicly by you will be considered personal data subject to the Privacy Policy.

## **PLUGINS, OTHER ACCOUNTS, AND PRIVACY**

We use through our Alluva Services different third-party social plug-ins. When you use these plug-ins, your browser will create a connection to that third-party's servers and we do not have influence over the scope of data transmitted once that connection has been made. You should review the terms and conditions and privacy policies of the third-parties providing the social plug-ins for more information. You are responsible for deciding to make use of these plugins or any other third-party applications or platforms. We also allow you the option to link your Alluva Account to accounts that you may have with third-parties. If you opt to link your Alluva Account, then we will

receive specific information related to the use of your Alluva Account. By linking your Alluva Account, you consent to Alluva collecting, processing, and using that information. Any information received will be collected, processed, and used in accordance with the Privacy Policy. You are responsible for deciding to make use of this feature.

### **THIRD-PARTY CONTENT**

You will most likely come across third-party content or links to third-party websites when using Alluva Services. You acknowledge that Alluva is not responsible for any third-party content or links posted and that your use of the same is at your risk.

## **IV. PROHIBITED ACTIVITIES AND COMMUNITY GUIDELINES**

### **PROHIBITED ACTIVITIES**

In addition to requirements set out in other sections of this User Agreement, we require that you do not engage in any of the following activities:

- i. Breach any applicable laws or regulations;
- ii. Breach this User Agreement;
- iii. Place your Alluva Account at risk or allow others to access your Alluva Account including for purposes of otherwise breaching the User Agreement;
- iv. Violate our intellectual property or that of others;
- v. Attempt to reverse engineer Alluva Services;
- vi. Engage in a denial of service attack or similar conduct against Alluva Services;
- vii. Attempt to hack or gain unauthorized access to our systems including other user accounts, or to otherwise circumvent, damage, or disrupt security measures we have in place;
- viii. Use Alluva Services to distribute viruses or malware;
- ix. Engage in scraping, spidering, crawling or using other technology or software to access or collect data without the express written consent of Alluva;

x.

Engage in the collection, processing, and/or use of user data or personal data of users of Alluva Services;

xi.

Copy Alluva Services or use Alluva Services to compile a competing product or service including developing collections or databases of our users and their reviews; and

xii.

Use Alluva Services for other than their intended purpose.

## **COMMUNITY GUIDELINES**

We also require that you comply with the following guidelines with respect to User Content that you post or communicate and when you otherwise use Alluva Services:

i.

No porn or sexually explicit or obscene materials, and definitely no child pornography or content promoting minors in a sexually suggestive or explicit manner;

ii.

Breach this User Agreement;

iii.

No hate speech, bigotry, or discrimination;

iv.

Nothing that could be considered endangering the welfare of a minor or an individual at risk, or promoting behavior that could place such individuals at risk;

v.

No spam, spamming, or anything that could be considering bulk or mass marketing communications;

vi.

Nothing false, misleading, fraudulent, or deceptive;

vii.

Again, nothing violating our intellectual property rights or those of another;

viii.

Nothing illegal or in violation of applicable laws or regulations;

ix.

Nothing infringing on the privacy or publicity rights of others; and

x.

Nothing that could otherwise be considered a violation of accepted norms and/or good morals of society - and our interpretation of that.

## V. OTHER IMPORTANT LEGAL TERMS

### **DISCLAIMER – NO RELIANCE ON Alluva FOR INVESTMENT DECISIONS**

You expressly agree that the ratings, recommendations, analytics and other opinions provided as a part of the Alluva Services:

i.

are, and will be construed solely as, statements of opinion as of the date they are expressed and not statements of current or historical fact or recommendation as to profitability, investment or financial advice, recommendations regarding investment decisions or decisions to purchase, hold or sell any securities, endorsements of the accuracy of any of the data or conclusion, attempts to independently assess or vouch for the financial condition or profitability of any company or assurances of any company's performance or promise of profits;

ii.

without limiting (i), relate to the issuers covered only while they remain private companies;

iii.

do not address any risk, including but not limited to liquidity risk, investment risk, market value risk or price volatility;

iv.

do not take into account your personal objectives, financial situation or needs, do not address the suitability of any security, token or other digital asset, and are not personalized or tailored to you or your circumstances; and

v.

will be weighed, if at all, as only one factor in any decision made by or on behalf of you

You expressly acknowledge and agree that:

vi.

you will not rely on the Alluva Services in making any investment decision;

vii.

you are solely responsible for independently researching information about companies, blockchain projects, ICOs, IEOs, Cryptocurrencies featured through Alluva Services and you will, with due care, make your own study and evaluation of each investment decision or security, and of each issuer and/or guarantor of each security that you may consider purchasing, holding, selling, or providing;

viii.

you are solely responsible for choosing to evaluate any company or security or to make an investment decision

ix.

Alluva does not act as a fiduciary or an investment advisor

X.

any tools or information made available on our websites, apps or platforms are not a substitute for the exercise of independent judgment and expertise and you should always seek the assistance of a professional for advice on investments, tax, law, or other professional matters; and

xi.

any use of the Alluva Services is at your own risk and we disclaim all related liability.

### **DISCLAIMER – SOURCES, ACCURACY AND COMPLETENESS OF INFORMATION**

While we obtain information from the sources we believe to be reliable, we do not perform an audit and undertake no duty of due diligence or independent verification or validation of any information we use. We cannot guarantee and do not make any warranty, express or implied, as to the accuracy, adequacy or correctness of and assume no liability or responsibility for any information we use as a source for the Alluva Services. We cannot and do not take responsibility for the veracity, reliability or completeness of any Alluva Services or information otherwise available on our websites, apps or platforms. We assume no obligation to update any information following provision of the Alluva Services. We neither endorse nor are responsible for any opinion, advice, information or statement made or displayed on our websites, apps or platforms by third parties.

### **DISCLAIMER – ALLUVA SERVICES**

We make no representation or warranty, express or implied, to you or any other person as to the accuracy, adequacy, results, timeliness, truthfulness, completeness, merchantability, fitness for any particular purpose and/or non-infringement with respect to the Alluva Services or any materials provided through our websites, apps or platforms.

Alluva, its related entities and affiliates, or their third party providers and their employees, shareholders, directors, officers, representatives or agents are not responsible for any errors or omissions, regardless of the cause, or for the results obtained from the use of Alluva Services. Alluva Services are provided on an “as is” and “as available” basis without representation or warranty of any kind, either express or implied, and are at your own risk.

### **DISCLAIMER – USE IN PARTICULAR LOCATION**

We make no representation or warranty that any materials made available to you as a part of the Alluva Services are appropriate or available for use in any particular locations, and access to them

from territories where any of the contents of our websites, apps or platforms are illegal is prohibited. If you choose to access our websites, apps or platforms from such locations, you do so on your own volition and are responsible for compliance with any applicable local laws, rules and regulations. We may limit availability of Alluva Services or access to our websites, apps or platforms, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. You agree and acknowledge that no oral or written information or advice given by us or any of our employees, representatives or agents in respect to our websites, apps or platforms shall constitute a representation or a warranty unless such information or advice is incorporated into this User Agreement by a written agreement.

## **DISCLAIMER – ERRORS AND TECHNICAL FAILURES**

Materials made available through Alluva Services or otherwise through our websites, apps or platforms may include inaccuracies or typographical errors, and there may be times when our websites, apps or platforms or their contents are unavailable. We may make modifications and/or changes to our websites, apps or platforms or to Alluva Services or any materials made available on our websites, apps or platforms at any time and for any reason. You assume the sole risk of and total responsibility for making use of and/or relying on Alluva Services or our websites, apps or platforms. We do not guarantee that Alluva Services will always be safe, secure or error-free or that Alluva Services will always function without disruptions, delays or imperfections and that everything will work at all times and you cannot rely on it to do so. We disclaim any liability for interruption of services (ours or yours), loss of content, User Content, data, or communications, and any other claims related to an expectation of Alluva Services operating without errors or interruptions.

## **DISCLAIMER – USER IDENTITY**

Alluva has no obligation to verify the identity of its users and disclaims any liability for misrepresentation, identity theft, or related misconduct by its users or third-parties.

## **LIMITATION OF LIABILITY**

You are entirely liable for activities conducted by you or anyone else using your Alluva Account. If you are dissatisfied with the Alluva Services or our websites, apps or platforms, your sole and exclusive remedy is to stop using the Alluva Services and our websites, apps or platforms. To the extent permitted by law, we disclaim any and all legal liability related to the Alluva Services and their reliability, safety, continuity, and quality. In no event shall Alluva, its related entities and affiliates, or their third party providers and their employees, shareholders, directors, officers, representatives or agents be liable to any party for any direct, indirect, incidental, exemplary, compensatory, punitive, foreseen or unforeseen, special or consequential damages, costs, expenses, legal fees, or losses

(including, without limitation, lost income or lost profits and opportunity costs) in connection with, arising out or relating in any way to the Alluva Services or our websites, apps or platforms even if advised of the possibility of such damages. In any event, to the extent permitted by law, Alluva and its related entities, affiliates, employees, shareholders, directors, officers, representatives or agents limit the maximum aggregate liability to you for any reason whatsoever related to access to or use of Alluva Services, our websites, apps or platforms and their contents to the greater of (a) the total amount paid by you for Alluva Services provided pursuant to this User Agreement during the 12 months immediately preceding the event giving rise to liability, or (b) U.S.\$100. If you incur any damages that arise out of the acts or omissions of Alluva, its related entities or affiliates, or their third party providers or their employees, shareholders, directors, officers, representatives or agents, you acknowledge and agree that the damages, if any, are not irreparable and are not sufficient to entitle you to an injunction or other equitable relief. Disclaimer and limitation of liability in this User Agreement apply to claims based on statute, contract, tort, or law so much as permitted by applicable law. This includes damages for gross negligence and intentional misconduct unless applicable law restricts our ability to limit those damages in advance. Applicable law may not allow the above limitation or exclusion of liability or incidental or consequential damages. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

## **INDEMNIFICATION**

You (the subscriber) hereby agree to defend, hold harmless, and indemnify Alluva and its related entities, affiliates, employees, shareholders, directors, officers, representatives, agents, successors and assigns from and against any and all demands, claims, suits, actions, judgments, expenses, damages, liabilities and costs (including reasonable attorney's and professionals' fees and court costs) arising, directly or indirectly, out of or from any third-party claims based on or related to your use of Alluva Services, your breach of this User Agreement, your infringement of a third-party's intellectual property rights, or any other conduct you engaged in on Alluva's websites, apps or platforms.

## **ASSUMPTION OF RISK**

You use the Internet solely at your own risk and subject to all applicable local, state, national, and international laws and regulations. While we have endeavored to create a secure and reliable websites, apps and platforms, please be advised that the confidentiality of any communication or material transmitted to/from our websites, apps or platforms over the Internet cannot be guaranteed. Accordingly, we are not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on our websites, apps or platforms, or for the

consequences of any reliance on such information. We shall have no liability for interruptions or omissions in Internet, network or hosting services. You assume the sole and complete risk of using Alluva Services and our websites, apps or platforms.

## **RELEASE OF CLAIMS**

You expressly absolve and release us from any claim of harm resulting from a cause beyond our control, including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorism or governmental restrictions.

## **TERMINATION**

This User Agreement will take effect when you first commence using our websites, apps or platforms. You may terminate this User Agreement without cause at any time by providing notice to us, closing your Alluva Account, and no longer making use of the Alluva Services. We reserve the right at any time and for any reason, including but not limited to for misuse of the Alluva Services or a breach of this User Agreement, to deny you access to the Alluva Services or our websites, apps or platforms or any portion thereof. Termination will be effective without notice. We retain the discretion to suspend or restrict your Alluva Account rather than terminate. In the event of termination of this User Agreement for any reason, we retain the rights to your User Content and the provisions of this User Agreement granting us such rights shall continue in full force and effect. Notwithstanding the termination of this User Agreement for any reason, disclaimers, limitations of liability, indemnity, any provisions applicable to any breach or act of omission occurred prior to the termination and any other provisions of this User Agreement that by their nature should survive the termination shall survive and continue in full force and effect following such termination.

## **DISPUTE RESOLUTION**

The governing law for this User Agreement shall be the laws of Hong Kong, and in the event that any disputes arise in relation to this User Agreement, the Courts of Delaware shall have exclusive jurisdiction. Irrespective of the provisions in this User Agreement regarding choice of law, nothing in this User Agreement shall limit the right of Alluva to seek and obtain in any court of competent jurisdiction any equitable or interim relief or provisional remedy, including injunctive relief. You shall not be entitled to seek and obtain in any court of competent jurisdiction any equitable or interim relief or provisional remedy, including injunctive relief that would restrict the Alluva Services and our delivery and exploitation thereof. Parties to any dispute, controversy or claim referred to resolution pursuant to this clause shall share equally any and all costs and expenses in relation thereto.

## **DUTY TO MITIGATE DAMAGES**

You must use all reasonable endeavors to mitigate any loss or damage whatsoever (and howsoever arising) and nothing in this User Agreement shall be deemed to relieve or abrogate you of any such duty to mitigate any loss or damage.

## **NATURE OF RELATIONSHIP**

No joint venture, partnership, employment, or agency relationship exists between you and Alluva as a result of this User Agreement or your use of Alluva Services.

## **PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

This Agreement and documents incorporated by reference represent the entire understanding and agreement between you and Alluva with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings.

## **ENTIRE AGREEMENT**

### **NO WAIVER**

The failure of Alluva to enforce any of the provisions of this User Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this User Agreement.

## **ASSIGNABILITY**

This User Agreement may not be assigned by you to any other party without the prior written consent of Alluva. Failure to obtain such consent shall avoid the assignment. Alluva may freely assign this User Agreement without your prior written consent.

## **CHANGES TO THIS USER AGREEMENT**

We reserve at our sole discretion the right to change this User Agreement from time-to-time. We will provide appropriate notice to you of any material changes to this User Agreement or any material changes in the way that we provide the Alluva Services. If you continue to use Alluva Services after notice of a material change, you will be considered to have consented to the change. If you do not wish to consent, then you may close your Alluva Account.

## **VI. GETTING IN TOUCH WITH Alluva**

You may contact us with respect to this User Agreement or any other questions by contacting us through our contact page on our website.

## **COPYRIGHT AND INTELLECTUAL PROPERTY VIOLATIONS**

If you would like to provide written notice of copyright infringement or other intellectual property infringement, or would like a copy of our policies regarding the same, please contact us by e-mail or by through our website's contact page.