#### **Luna Protocol Limited**

#### **Website Terms of Use**

#### What's in these terms?

These terms tell you the rules for using our website <a href="www.luna-protocol.com">www.luna-protocol.com</a> (our site).

Click on the links below to go straight to more information on each area:

- Who we are and how to contact us.
- By using our site you accept these terms.
- There are other terms that may apply to you.
- We may make changes to these terms.
- We may make changes to our site.
- We may suspend or withdraw our site.
- How you may use material on our site.
- No text or data mining, or web scraping.
- Do not rely on information on our site.
- We are not responsible for websites we link to.
- How to complain about or report content.
- Our responsibility for loss or damage suffered by you.
- How we may use your personal information.
- We are not responsible for viruses and you must not introduce them.
- Rules about linking to our site.
- We may transfer this agreement to someone else.
- Which country's laws apply to any disputes?

#### Who we are and how to contact us

<u>www.luna-protocol.com</u> is a site operated by Luna Protocol Limited ("We", "us" and "our"). We are a limited company registered in England and Wales under company number 13669573 and have our registered office at The Columbus Building, 7 Westferry Circus, London, E14 4HD.

To contact us, please email hello@luna-protocol.com.

### By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site.

## There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our <u>Privacy Notice</u>. See further under How we may use your personal information.
- Our *Cookie Notice* which sets out information about the cookies on our site.

### We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. The date at the top of the page indicates when these terms were last updated.

### We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities or for any other reason.

#### We may suspend or withdraw our site

Our site is made available free of charge and on an "as-is" basis. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted or error-free. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### How you may use material on our site

The intellectual property rights in our site and copyright in all material stored, displayed and accessible on our site is either owned by us or duly licensed by third parties. All such rights are reserved. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

### No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same; and/or
- any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard.

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

### Do not rely on information on our site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date or suitable for your intended purposes.

#### We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval or endorsement by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources and you acknowledge and agree that:

- we are not responsible for, and have no liability in respect of, such sites and/or resources;
- we make no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such sites; and
- if you access any such sites or resources, you do so entirely at its own risk.

# How to complain about or report content

If you wish to complain about any content on our site, please contact us at hello@luna-protocol.com.

# Our responsibility for loss or damage suffered by you

- We will not be liable to you for any loss or damage (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.
- You acknowledge and agree that the operation of our site is dependent upon the proper and effective functioning of the internet and other third party equipment and services, and that we do not guarantee and will not be liable for these in any way.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it to the extent permitted by law.

#### How we may use your personal information

Our *privacy notice* sets out how we use personal information.

#### We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We are not liable to you for any loss that you suffer as a result of such links.

You must not establish a link to our site in such a way as to suggest any form of association, approval or endorsement on our part where none exists, or in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

The website in which you are linking must comply in all respects with the content standards set out any acceptable use policy published on our site from time to time.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact <a href="mailto:hello@luna-protocol.com">hello@luna-protocol.com</a>.

### We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you if this happens.

### Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. The courts of England and Wales will have exclusive jurisdiction over all matters arising out of or in connection with our site and these terms.