

Last Updated: 4 April 2020

TERMS OF SERVICE

These terms of service ("Terms") apply to your access and use of Gluu (the "Service") as an individual, wherever Gluu is made available. Please read them carefully.

Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and Gluu. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Gluu may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as promotion policies, disclosed to you with the use of the Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s).

YOU ACKNOWLEDGE THAT GLUU DOES NOT PROVIDE TELECOMMUNICATIONS, WIFI OR MOBILE DATA SERVICES OR FUNCTION AS A MOBILE SERVICE OPERATOR.

Accepting these Terms

If you access or use the Service, it means you agree to be bound by all of the terms below. So, before you use the Service, please read all of the terms. If you don't agree to all of the terms below, please do not use the Service. Also, if a term does not make sense to you, please let us know by e-mailing support@gluu.life.

Changes to these Terms

We reserve the right to modify these Terms at any time. For instance, we may need to change these Terms if we come out with a new feature or for some other reason.

Whenever we make changes to these Terms, the changes are effective 1 day after we post such revised Terms (indicated by revising the date at the top of these Terms) or upon your acceptance if we provide a mechanism for your immediate acceptance of the revised Terms (such as a click-through confirmation or acceptance button). It is your responsibility to check Gluu for changes to these Terms.

If you continue to use the Service after the revised Terms go into effect, then you have accepted the changes to these Terms.

Privacy Policy

For information about how we collect and use information about users of the Service, please check out our privacy policy available at www.gluu.life

Third-Party Services

From time to time, we may provide you with links to third party websites or services that we do not own or control. Your use of the Service may also include the use of applications that are developed or owned by a third party. Your use of such third party applications, websites, and services is governed by that party's own terms of service or privacy policies. We encourage you to read the terms and conditions and privacy policy of any third party application, website or service that you visit or use.

Creating Accounts

In order to use most aspects of the Service, you must subscribe for and maintain an active account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Subscription requires you to submit certain personal information, as well as provide Gluu access to certain system settings to optimise the service. Account registration requires a validated email, mobile number, as well as at least one valid payment method. You agree to maintain accurate, complete, and up-to-date information in your Account, your failure to maintain this, including having an invalid email or mobile number or use of fraudulent payment information may result in your inability to access and use the Services and termination of this Agreement with you.

You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Gluu, you may only possess one Account.

Our policy allows you to create up to 3 accounts, on the same device. The device will be permanently blocked from creating accounts once the limit is breached.

Use of Service

The Service is a marketplace platform that enables users of Gluu's mobile applications or websites provided as part of the Service to connect individuals and business establishments to share and/or connect to mobile connectivity through Gluu's native exchange system and its terms.

License

Subject to your compliance with these Terms, Gluu grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Gluu.

Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, extract derivative works based upon, distribute, license, lease, sell, resell, transfer or otherwise exploit the Services; (iii) decompile, or reverse engineer (iv) link to, mirror or frame any portion of the Services unless expressly permitted by Gluu; (v) launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Connectivity Trading

The rating or the cost in “Glits” for the amount of data connectivity that is being traded or shared between users, as well as the data sharing limit, are set and based solely on the users’ decision and discretion. As the rating and amount are set and confirmed solely by the users prior to the start of every connection session, the user is fully responsible for the terms of the transaction. Gluu makes its best effort to inform the users of the terms of the transaction or connection session through in-app messaging and will not entertain any form of dispute arising from these terms.

Fees

Gluu levies a 10% platform charge on every sharing transaction involving its exchange currency “Glits” on the party who gained the Glits. Gluu reserves the right to amend the price, terms of this charge from time to time, and make reasonable effort to inform you of the change.

User Requirements.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive Internet data services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no hacking or cyber-terrorism). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

User Provided Content.

Gluu may allow you from time to time to submit, publish or otherwise make available to Gluu through the Service textual, audio, and/or visual content and information, including commentary and feedback related to the Service, initiation of support requests, and submission of entries for competitions and promotions. Any User Content provided by you remains your property. However, by providing User Content to Gluu, you grant Gluu a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Service and Gluu's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Gluu the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Gluu's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Gluu in its sole discretion, whether or not such material may be protected by law. Gluu may, but shall not be obligated to, review, monitor, or remove User Content, at Gluu's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Service. Your mobile network's data rates and/or any applicable fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Service and Applications and any updates thereto. Gluu does not guarantee that the Service, or any portion thereof, will function on any particular hardware or devices. In addition, the Service may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Exchange Currency

Glits is the exchange currency for (1) connectivity exchange between users; and/or (2) vouchers made available in the Gluu store. Glits can be purchased and earned through Gluu promotional programmes.

Gluu Points

Gluu points are issued solely by Gluu as part of the partnership and promotional programmes, and used as a currency for rewards redemption in the Gluu store. Successful redemptions require the stipulated number of points in the wallet. All points will be expire in 12 months from the point they are issued into the wallet. Once the voucher is redeemed, it is deposited in the user's wallet for a holding period of only 72 hours before it expires. Expired vouchers cannot be recovered, and Gluu will not entertain any exceptions arising.

The manner and terms in which the vouchers are offered in the Gluu Store are subject entirely to Gluu's discretion and consideration of its commercial and operating considerations.

Payment

All charges are due immediately, using the preferred payment method you have selected. Users who receive invoices sent by Gluu for Glits purchase, are required to make their payment within 24 hours. Gluu will credit purchased Glits upon confirmation of payment received from our payment partner with no exception.

Gluu reserves the right to establish, revise, or remove any or all of the charges relating to the service at any time, in its sole discretion. All Charges are due immediately using the preferred payment method designated in your Account. Further, you acknowledge and agree that charges in certain geographical areas may increase or decrease subject to conditions of demand. Gluu will use reasonable efforts to inform you of charges that apply. You are responsible for the charges incurred from your use of the service.

Account Suspension/Termination

We reserve the right to discontinue or limit transactions, suspend or terminate your account, and / or the associated Gluu services, for the time being, or for a certain period of time based on our judgements or decisions if one or more of the conditions below occur:

we know or suspect that the Gluu account or service has been made or used for the purpose of fraud, crime, crime and / or for purposes or activities that violate the law or legislation in force in the country; we have evidence or suspect that a suspicious transaction has occurred, and /or the number of transactions using or through the Gluu Account within a period exceeds the number or level of reasonableness, and / or you have violated one or more of our Terms of Service; and/or some or all of the data (such as email address or mobile number) that you submit for registering for the Gluu service is false and/or fictitious; and/or you have not completed the process or requirements as stipulated in the applicable legal provisions and / or laws and regulations; and/or you have created more than 3 accounts using the same device within 7 days.

Gluu Use of Materials

We put a lot of effort into creating the Service including, the logo and all designs, text, graphics, pictures, information and other content (excluding your content). This property is owned by us or our licensors and it is protected by Singapore and international copyright laws. We grant you the right to use it.

However, unless we expressly state otherwise, your rights do not include: (i) publicly performing or publicly displaying the Service; (ii) modifying or otherwise making any derivative uses of the Service or any portion thereof; (iii) using any data mining, robots or similar data gathering or extraction methods; (iv) downloading (other than page caching) of any portion of the Service or any information contained therein; (v) reverse engineering or accessing the Service in order to build a competitive product or service; or (vi) using the Service other than for its intended purposes. If you do any of this stuff, we may terminate your use of the Service.

Force Majeure

We may not carry out, or continue the platform transactions or lose service(s), either in part or in whole, caused by events or things outside of our power or ability including but not limited to; any disruption to computer viruses; components or systems that can harm and disrupt our applications and services; and / or natural disasters, war, riots, malfunctioning equipment, or transmissions, power outages, telecommunications and internet service provider disruptions, government policies, banking and / or financial system failures and events or other causes

beyond our power or ability. You hereby agree that we will be acquitted of all charges, if we are unable to continue service, either in part or in full due to the event or cause of this Force Majeure.

Indemnity

The service and any other service and content included on or otherwise made available to you through the service are provided to you on an as is or as available basis without any representations or warranties of any kind.

In no event will gluu be liable to you or any third party for any special, indirect, incidental, exemplary or consequential damages of any kind arising out of or in connection with the service or any other service and/or content included on or otherwise made available to you through the service, regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if we have been advised of the possibility of such damages or are aware of the possibility of such damages. our total liability for all causes of action and under all theories of liability will be limited to the amount you paid to gluu this section will be given full effect even if any remedy specified in this agreement is deemed to have failed of its essential purpose.

You agree to defend, indemnify and hold us harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees, costs, penalties, interest and disbursements) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party relating to your use of the Service or the use of the Service by any person using your account, including any claim that your use of the Service violates any applicable law or regulation, or the rights of any third party, and/or your violation of these Terms.

Limitation of Liability

Gluu shall not be liable for indirect, special, exemplary, punitive or consequential damages, including loss of data, personal injury, or property damage related to, or in connection with, or otherwise resulting from any use of the service. Gluu shall not be liable for any damages, losses or liability arising from : (i) your use of the service (ii) transaction or any relationship between you and any third party provider. Gluu shall not be liable for any delay or failure to performance resulting causes beyond Gluu's control. Gluu's total liability to you in connection with the service for all damages shall not exceed SGD\$100.

Gluu's service may be used to share and connect to the internet and/or related applications and services through third party mobile network or internet service providers, you agree that Gluu has no responsibility and liability to you relating to any of the internet and telecommunications services provided to you by third party providers otherwise, specified by Gluu.

Governing Law

The validity of these Terms and the rights, obligations, and relations of the parties under these Terms will be construed and determined under and in accordance with the laws of the Singapore without regard to conflicts of law principles.

Jurisdiction

You expressly agree that exclusive jurisdiction for any dispute with the Service or relating to your use of it, resides in the courts of the Singapore and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Singapore in connection with any such dispute including any claim involving Service. You further agree that you and Service will not commence against the other a class action, class arbitration or other representative action or proceeding.

Termination

If you breach any of these Terms, we have the right to suspend or disable your access to or use of the Service.

Entire Agreement

These Terms constitute the entire agreement between you and GLUU regarding the use of the Service, superseding any prior agreements between you and GLUU relating to your use of the Service.

Feedback

Please let us know what you think of the Service, these Terms and, in general, GLUU service. When you provide us with any feedback, comments or suggestions about the Service, these Terms and, in general, GLUU, you irrevocably assign to us all of your right, title and interest in and to your feedback, comments and suggestions.

Questions & Contact Information

Questions or comments about the Service may be directed to us at the email address support@gluu.life

GLUU PRIVACY POLICY

At Gluu, we take our customers' privacy seriously. The purpose of this Privacy Policy is to provide you with information of how your personal data will be managed. Gluu managed our customers' personal data in accordance and compliance with the Personal Data Protection Act 2012 ("the act").

By engaging with the Gluu service, or signing up to any promotions offered by us, your personal information and data will be collected. You agree and consent to Gluu Life Pte Ltd (known as "us", "we" or "our"), as well as our respective representatives collecting, using, disclosing and sharing amongst themselves your Personal Data and disclosing such Personal Data to Gluu's authorised service providers and relevant third parties in the manner set forth in this Privacy Policy.

This Privacy Policy supplements but does not supersede nor replace any other consents you have previously provided to Gluu not does it affect any rights which Gluu may have at law in connection with the collection, use of disclosure of your Personal Data. Gluu may from time to time update this Privacy Policy to Ensure that this Privacy Policy is consistent with our future developments, and/or any changes in legal and regulatory requirements. Subject to your right t law, you agree to be bound by the prevailing terms of the Privacy Policy as updated from time to time on our websites. Please check regularly for updated information on the handling of your Personal Data.

For avoidance of doubt, this Privacy Policy forms a part of the Website Terms and Conditions ("Website Conditions"). In the event of any conflict, inconsistency or conflict between this Privacy Policy and the Website Conditions, this Privacy Policy will prevail. All defined terms contained in the Website Conditions shall apply to this Privacy Policy unless otherwise specified.

1. Your Personal Data

1.1 In this Privacy Policy, "Personal Data" refers to any data or information about you from which you can be identified either (a) from that data; or (b) from that data and other information to which we have or are likely to have access. Examples of such Personal Data which you may provide to us include (depending on the nature of your interaction with us:

- 1.1.1 Your name, NRIC, mobile number(s), email address, or any other information relating to you which you have provided to us in any forms you have submitted to us, or in other forms of interaction with you;
- 1.1.2 Information about your use of Gluu's website and services, including cookies, IP address and subscription account details
- 1.1.3 Your payment related information such as credit card information, or other financial information and your payment history
- 1.1.4 Information about your usage of and interaction with our service and/or our website.

2 Collection of Personal Data

2.1 Generally Gluu collects your Personal Data in the following ways :

- 2.1.1 When you submit forms relating to our service

- 2.1.2 When you interact with our officers and employees
- 2.1.3 When you use our service
- 2.1.4 When you respond to our marketing communications, emails, promotions and/or other initiatives
- 2.1.5 When we receive references from business partners and third parties
- 2.1.6 When you submit your Personal Data to us for any other reason.

2.2 When you browse our website or application, you generally do so anonymously but please note Section 5 on use of Cookies.

2.3 If you provide us with any Personal Data relating to a third party (e.g. information of spouse, children, parents, employees and/or authorised representatives), by submitting such information to us, you represent to us that you have obtained the consent of the third party to you providing us with their Personal Data for the respective purposes.

2.4 You should ensure that all Personal Data submitted to us is complete, accurate, and true. Failure on your part to do so may result in our inability to provide you with the products and services you have requested.

3 Purposes for the Collection, Use and Disclosure of your Personal Data

3.1 Generally, Gluu collects, uses and discloses your Personal Data for the following purposes :

- 3.1.1 Responding to your queries, requests
- 3.1.2 Managing the operations of Gluu and complying with internal policies and procedures;
- 3.1.3 Facilitating business asset transactions (which may extend to any merger, acquisition or asset sale)
- 3.1.4 Verifying your identity
- 3.1.5 Preventing, detecting or investigating crime, including fraud and money laundering, and managing commercial risks;
- 3.1.6 Protecting and enforcing contractual and legal rights and obligations;
- 3.1.7 Conducting audits, reviews and analysis of our internal processes, action planning
- 3.1.8 Compliance with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by the relevant authorities; and/or
- 3.1.9 Any other purpose relating to any of the above

3.2 In addition, Gluu may collect, use and disclose your Personal Data for the following purposes, depending on the nature of our relationships with you:

- 3.2.1 If you are using Gluu's service(s) and/or download or use any of our Apps
 - 3.2.1.1 Process your subscription service
 - 3.2.1.2 Maintain your account with us
 - 3.2.1.3 Verify and process your personal particulars and payments in relation to the provision of the service to you
 - 3.2.1.4 To communicate with you of changes and development to Gluu policies, terms and conditions
 - 3.2.1.5 Resolving service issues and handling requests
 - 3.2.1.6 In processing your personal data in relation of any of the purposes stated above.
- 3.2.2 In addition, where permitted under the Actm Gluu may also collect, use and disclose your Personal Data for the following purposes

- 3.2.2.1 Providing value-added services to you including reward redemption programmes
- 3.2.2.2 Matching Personal Data with other data collected for other purposes and sources (including third parties) in connection with the provision of offering services by Gluu or other third parties
- 3.2.2.3 Administering marketing programmes and promotions
- 3.2.2.4 Sending you details of products, services, special offerings which may be of interest to you
- 3.2.2.5 Conducting marketing research, to improve our products, services

3.3 If you have provided your contact information such as mobile number(s) and email addresses, and have indicated consent to receiving marketing or promotional information, then from time to time, Gluu may contact you to provide information or updates to our products and services

3.4 You also consent to the collection, use and disclosure of your Personal Data by Gluu in connection with any transaction, relating to the acquisition, divestment, securisation, amalgamation, listing or other transaction relating to any interest in Gluu, and any other corporate transaction involving Gluu, including any evaluation or due diligence relating there to, as well as to the collection, use and disclosure of such information by the counterpart(its) thereto for the same purposes, and the provision of goods and services by such counterpart(ies) following such transaction, as may be relevant

4 Disclosure of Personal Data

4.1 Gluu will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, this Personal Data may be disclosed, for purposes listed above (where applicable), to the following third parties, where they are located overseas or in Singapore :

- 4.1.1 Gluu affiliates
- 4.1.2 Contractors or third party providers who provide operational services to Gluu
- 4.1.3 Vendors or third party business partners who offer related good and services for redemption in Gluu Store
- 4.1.4 Credit Bureau, or in the event of default or disputes, any debt collection agencies or dispute resolution centres
- 4.1.5 Any business partner, investor or assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or asset sale)
- 4.1.6 Anyone to whom we may transfer our rights and duties
- 4.1.7 Banks, credit card companies and their respective service providers
- 4.1.8 Relevant government regulators or authority or law enforcement agency to comply with any laws or regulation

5 Use of Cookies

5.1 When you interact with us on our websites, we may collect or analyse anonymised information of your interaction from which individuals cannot be identified ("Aggregate Information")

5.2 Gluu uses "cookies", where a small amount of data file is sent to your browser to store and track Aggregate Information.

6 Third-Party Sites

6.1 Our website may contain links to other websites operated by third parties, such as business partners. We are not responsible for the privacy practices of websites Operators by third parties.

7 Withdrawal, Access and Correction of your Personal Data

7.1 Should you wish to withdraw consent of your Personal Data or obtain access to or make corrections to your data records, please email us as support@gluu.life

7.2 Please note if you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, Gluu may not be able to provide its service or administer any contractual relationship in place, and this may result in the termination of any agreements with Gluu, and this being in breach of your contractual undertakings. Gluu's legal rights and remedies in such event are expressly reserved.

8 Governing Law

8.1 This Privacy Policy shall be governed in all respects by the laws of Singapore