

LUME TRADE Terms of Service

(Version 1.0, last updated 15-01-2026)

1 INTRODUCTION

- 1.1 These Terms of Service are the whole agreement that covers your use and access to the LUME TRADE platform and its related services.
- 1.2 By using the Services, you agree to all the terms and conditions of this Agreement.
- 1.3 You confirm that you have read these Terms of Service and understand what they mean and require.
- 1.4 In this Agreement, “you” or “your” refers to the user and account holder of the Services.
- 1.5 This Agreement is established between you and:
 - 1.5.1 Lume Trade (Pty) Ltd, South African company registration number 2023/572397/07, as a resident of South Africa; or
 - 1.5.2 Lume Trade Limited, Canadian company registration number 1001327685, as a non-resident of South Africa.
- 1.6 References to “we,” “us,” or “our” mean Lume Trade (Pty) Ltd or Lume Trade Limited, as applicable based on your residency.

2 DEFINITIONS AND INTERPRETATION

- 2.1 If any part of these Terms of Service is unclear, it will not be interpreted against either side simply because one side wrote it.
- 2.2 The following terms have the meanings set out below throughout this Agreement:
 - 2.2.1 **“Agreement”** or **“Terms of Service”** - this complete terms of service document and all incorporated documents, including those incorporated by reference;

- 2.2.2 **“Business Day”** - any day excluding Saturdays, Sundays, and South African public holidays;
- 2.2.3 **“Data Protection Legislation”** - all applicable privacy and data protection laws, including the South African Protection of Personal Information Act and its regulations, and all other legislative and regulatory requirements governing the collection, processing, and use of Personal Information;
- 2.2.4 **“Documentation”** - all user guides, instructional materials, technical specifications, and other informational resources made available through our website www.lumetrade.com, or other channels we designate, describing the Services and providing user instructions;
- 2.2.5 **“Effective Date”** - the date of your initial access to or use of the Services;
- 2.2.6 **“Normal Business Hours”** - 8:00 AM to 5:00 PM South African Standard Time on each Business Day;
- 2.2.7 **“Personal Information”** - information that identifies or can be used to identify an individual, as defined under Data Protection Legislation;
- 2.2.8 **“Services”** - the LUME TRADE cryptocurrency exchange platform, trading services, API access, and all related functionality provided through our website www.lumetrade.com, OTC Facility, or other designated platforms;
- 2.2.9 **“User Data”** - all information and data you provide or that is generated through your use of the Services, including Personal Information, banking and wallet details, transaction data, and account credentials.

3 IMPORTANT RISK DISCLOSURE

- 3.1 Trading cryptocurrency is risky. You accept all risks involved, including those from price changes, market swings, technology issues, new regulations, and the fact that cryptocurrency is not widely used. Trading may not be appropriate for everyone. Past results do not guarantee future outcomes.

- 3.2 These risks and others are explained in our Digital Asset Risk Disclosure Statement, which is on our website www.lumetrade.com. The link to the statement is at the bottom of the website. The list of risks is not complete; there may be others.
- 3.3 Cryptocurrency in your account is not covered by any government deposit insurance or protection program.

4 ACCOUNT REGISTRATION AND ACCESS

License to Use Services

- 4.1 As long as you follow this Agreement, we give you a limited, non-exclusive, and non-transferable right to use the Services and Documentation.

Account Creation

- 4.2 To trade cryptocurrency, you need to create and keep an active LUME TRADE account (account).
- 4.3 You must register the account in your own name.
- 4.4 You cannot share your account with anyone else or act as an intermediary for others.
- 4.5 Individual users must be at least 18 years of age to register for an account.
- 4.6 We do not provide Services to residents of sanctioned or other prohibited areas, as determined by applicable law or our sole discretion.

Identity Verification Requirements (KYC/ AML)

- 4.7 You agree to provide accurate, current, and complete information when you register, and to update it if anything changes.
- 4.8 We use identity verification to meet legal requirements. When you register, and sometimes after, we will ask for documents and information to confirm your identity in accordance with our KYC and AML policies. You agree to cooperate with these steps fully.

- 4.9 We may deny, suspend, or end any account registration at our discretion or if required by law.

Account Security

- 4.10 When you create your account, you will set up login details that you must use every time you access the Services.
- 4.11 You are responsible for keeping your account login details private and secure. Take steps to prevent others from accessing your account, and let us know immediately if you think your account has been compromised.

Deposits and Funding

- 4.12 You can deposit any supported fiat currency or cryptocurrency into your account. Your account will display your unique bank deposit details and deposit wallet addresses. You must only use these.
- 4.13 Fiat currency deposits for users resident in South Africa are limited to South African rand only.
- 4.14 When you fund your account, you warrant that you do so always with the intention to trade, i.e. either exchanging fiat currency for cryptocurrency, the other way around, or exchanging one cryptocurrency for another. Any custody or holding of funds (fiat currency or cryptocurrency) in your account is incidental to your trading activities.
- 4.15 We only accept deposits that have been verified and cleared. For fiat currency, you must use Electronic bank transfer (EFT) from a bank account in your name. We do not accept cash, third-party payments, or payments from accounts not in your name.
- 4.16 We may reject, suspend, or not credit fiat currency deposits from third parties, or return them. If a deposit is to be returned, you or the sender will need to start a deposit recall with the paying bank, and we will accept it for processing.
- 4.17 All cryptocurrency deposits are screened using blockchain analytics. We may block or suspend cryptocurrency deposits linked to high-risk or illicit activity. Funds may remain suspended indefinitely if required by law.

- 4.18 We may set minimum and maximum deposit limits as we see fit.
- 4.19 If your bank reverses a fiat currency deposit after funds or cryptocurrency linked to an underlying transaction with us have been delivered, we may suspend your account, recover the funds from your account and liquidate any assets held to achieve that. We will treat any outstanding shortfall as a debt owed to us.

Withdrawals and Payouts

- 4.20 We process withdrawal requests of funds in your account within 24 hours after we confirm and verify your instructions and finish any applicable security checks.
- 4.21 You must initiate withdrawal requests through your account.
- 4.22 Fiat currency withdrawals for users resident in South Africa are limited to South African rand only.
- 4.23 All fiat currency withdrawals are paid via Electronic bank transfer (EFT) to a bank account in your name, using the details you provide. We do not pay in cash, to third parties, or to accounts not in your name.
- 4.24 Fiat currency withdrawals are only final once your bank confirms the settlement.
- 4.25 All cryptocurrency withdrawals are screened using blockchain analytics before they are broadcast to the blockchain. We may block cryptocurrency withdrawals linked to high-risk or illicit activity.
- 4.26 Once a cryptocurrency withdrawal is broadcast to the blockchain, our responsibility ends.
- 4.27 Cryptocurrency withdrawals cannot be reversed once broadcast to the blockchain.

Trade Execution

- 4.28 We execute trade orders (exchanging fiat currency for cryptocurrency, the other way around, or exchanging one cryptocurrency for another) immediately on your instructions, which will include your acceptance of the live conversion rate that we quote you through your account or our OTC Facility.

4.29 Trade settlement is effected in real time from available funds in your account.

Post-Trade Settlement

4.30 We may, at our sole discretion, allow certain qualified users to execute trades with deferred settlement (Post-Trade Settlement). This facility is subject to the following conditions:

4.30.1 Post-Trade Settlement is available only to users who meet our credit assessment criteria and trading history requirements.

4.30.2 Trade orders will be executed in the usual way as described above, but the traded assets will be held and not released to you until you settle your obligations in full.

4.30.3 Unless otherwise agreed in writing, settlement must be completed within 24 hours of trade execution or immediately upon our demand, whichever comes first.

4.30.4 We may require you to maintain minimum asset balances in your account or provide other security to cover your settlement obligations.

4.30.5 Failure to settle when required constitutes a material breach and authorises us to: (i) cancel the trade and liquidate any hedge position we may have taken in relation to the unsettled trade at prevailing market rates; (ii) apply any of your account balances toward settlement; (iii) pursue legal remedies for any shortfall or loss we incur from liquidating a hedge position; and (iv) suspend or terminate your account.

4.30.6 The Post-Trade Settlement facility does not constitute credit extension, financing, or margin lending in the legal sense. Traded assets are not released to you and remain with us until full settlement.

4.30.7 We may withdraw Post-Trade Settlement privileges at any time at our discretion, and without prior notice.

Erroneous Transfers

4.31 If you receive any funds (fiat currency or cryptocurrency) in error, whether due to technical malfunction, processing error, or any other reason, you acknowledge you have no right to those funds. You must notify us immediately if you discover any such funds in your account.

- 4.32 We may debit your account to recover any funds credited in error, and you authorise such debits against any available balance.
- 4.33 You must pay back to us, funds that you may have received in error and have withdrawn from your account.

5 SERVICE PROVISION

Service Delivery

- 5.1 We will provide the Services and Documentation as described in this Agreement.

Service Availability

- 5.2 We will do our best to keep the Services available 24/7, except during:
- 5.2.1 Scheduled maintenance windows between 11:00 PM and 4:00 AM South African Standard Time; and
- 5.2.2 Emergency maintenance outside Normal Business Hours, for which we will try to provide at least 1 Normal Business Hours' advance notice when possible.

Customer Support

- 5.3 We provide customer support during Normal Business Hours (8:00 AM to 5:00 PM South African Standard Time on Business Days) through the following channels:

Email: support@lumetrade.com

Website: Support ticket submission at www.lumetrade.com

OTC Facility: Through your designated trader or account manager (if applicable)

No Advisory Services

- 5.4 We do not give trading, market, investment, or financial advice through any channel. Our services are provided on an execution-only/ client-instruction-only basis. You are fully responsible for your own trading decisions.

6 FEES AND CHARGES

Fee Structure

- 6.1 You will pay transaction fees for using the Services, as listed on our website www.lumetrade.com. We may modify our fee structure at any time. Current fees and fee categories will be published on our website.

Fee Collection

- 6.2 We will deduct applicable fees from your account in real-time as transactions are executed or as otherwise specified in our fee schedule.

Recovery of Amounts Due

- 6.3 We may debit your account to recover any amounts owed to us under this Agreement, including fees, charges, or other obligations. You authorise such debits against any available funds (fiat currency or cryptocurrency).

7 OUR COMMITMENTS AND DISCLAIMERS

Service Standards

- 7.1 We will provide the Services with reasonable skill and care, and as they are described by us. This does not apply to service issues caused by your misuse of the Services, unauthorised modifications, or failure to follow our instructions.

Service Limitations

- 7.2 We do not guarantee that:
- 7.2.1 Your use of the Services will be uninterrupted, error-free, or meet all your requirements;
 - 7.2.2 All information obtained through the Services will be accurate, complete, or current; or
 - 7.2.3 All defects will be corrected or that the Services will be compatible with all systems.

Network and Infrastructure

- 7.3 We are not responsible for transaction delays, failures, or losses from internet connectivity issues, telecommunications problems, or other infrastructure limitations beyond our control. You acknowledge that the Services depend on third-party networks and infrastructure, which may have limitations and problems.

8 YOUR COMMITMENTS

Cooperation and Information

- 8.1 You will:
- 8.1.1 Provide all necessary cooperation and assistance to enable us to provide the Services;
 - 8.1.2 Supply accurate and complete information as we may request; and
 - 8.1.3 Respond promptly to our inquiries and requests for documentation.

Compliance with Laws

- 8.2 You will comply with all applicable laws, regulations, and legal requirements in connection with your use of the Services and performance of your obligations under this Agreement.

Proper Use of Services

- 8.3 You will use the Services and Documentation only as allowed by this Agreement and any instructions or guidelines we give you.

Technical Requirements

- 8.4 You will ensure that your devices, systems, and network connections meet any technical specifications we communicate and are adequate to access and use the Services.

Network Responsibility

- 8.5 You are responsible for getting, keeping, and securing your internet, network, and devices needed to use the Services. You accept all risks from failing to meet this responsibility.

Tax and Regulatory Compliance

- 8.6 You acknowledge and warrant that:
- 8.6.1 You are aware of and understand all tax obligations arising from your use of the Services;
 - 8.6.2 You are solely responsible for calculating, reporting, and paying all applicable taxes related to your use of the Services;
 - 8.6.3 You understand and will comply with all capital controls, currency regulations, and cross-border transaction restrictions that may apply to you, related to your use of the Services;
 - 8.6.4 You will not use the Services to evade or circumvent any tax obligations; and
 - 8.6.5 You will not use the Services to violate any other regulatory requirements that may apply to you.

9 TERMINATION AND SUSPENSION

Termination by You

- 9.1 You can close your account at any time through the account by selecting the “Close account” feature. When your account is closed, we will finish or cancel any pending transactions at our current rates.

Termination or Suspension by Us

- 9.2 We reserve the right to suspend, restrict, or terminate your account, in whole or in part, immediately and without prior notice upon the occurrence of any of the following:
- 9.2.1 Breach of any provision of this Agreement;
 - 9.2.2 Failure to pay fees, charges, or other amounts due;
 - 9.2.3 Engagement in fraudulent activity, misrepresentation of identity or information, or provision of false documentation;

- 9.2.4 Use of the Services for illegal purposes, money laundering, terrorist financing, sanctions evasion, or other criminal activity;
 - 9.2.5 Legal or regulatory requirements mandating suspension, restriction, or account closure;
 - 9.2.6 Failure to complete identity verification, refusal to provide requested documentation, or inability to verify source of funds;
 - 9.2.7 Transactions with or connections to sanctioned areas, prohibited individuals or entities, high-risk counterparties, or wallet addresses associated with illicit activity;
 - 9.2.8 Compromise of account security, unauthorised access, or activity that threatens platform security or integrity;
 - 9.2.9 Multiple account operation, use of automated trading systems without authorisation, or transaction patterns that exceed our risk tolerance;
 - 9.2.10 Bankruptcy, insolvency proceedings, appointment of receivers, or similar events affecting your financial status;
 - 9.2.11 Account inactivity for 12 consecutive months;
 - 9.2.12 Activity that materially damages or threatens to damage our reputation, business relationships, or regulatory standing; or
 - 9.2.13 Business, operational, or risk management considerations that make continued service provision inadvisable, including changes in our risk appetite or business model.
- 9.3 Where legally permissible and operationally feasible, we will provide notice of suspension or termination. However, we may act immediately without notice where required by law, regulatory directive, or where notice would compromise security, investigations, or our legal position.

Final Settlement

- 9.4 If we close your account, we will send your remaining balance to your verified bank account, if operationally feasible, within 30 days of account closure, subject to the completion of all pending transactions, investigations, and regulatory obligations. We may convert any cryptocurrency you have to any of our supported fiat currencies at our current rates before sending it. We will only send fiat currency to a bank account in your name; you must provide the bank account details and proof of ownership. You must open a suitable bank account if you do not have one.
- 9.5 We may deduct any outstanding fees, charges, liabilities, or amounts owed to us from your account balance before processing final settlement.
- 9.6 We may delay or withhold final settlement if required by law, a court order, a regulatory directive, or pending the resolution of disputes, investigations, or claims.

Suspension of Payments

- 9.7 We may suspend any payment or withdrawal pending investigation if:
- 9.7.1 Your account activity is linked to prohibited areas, sanctioned individuals or entities, counterparties not within our risk appetite, or any criminality or illicit activity.
- 9.7.2 We have grounds to believe you may be engaged in criminal or illicit activity related to your account; or
- 9.7.3 We have reasonable grounds to believe you may be subject to civil or criminal liability related to your account activity.

10 DATA PRIVACY, PROTECTION, AND SECURITY

In General

- 10.1 We handle your Personal Information in accordance with our Privacy Policy, which is available on our website at www.lumetrade.com. The link to the policy is at the bottom of the website.

Data Ownership

- 10.2 You keep all ownership rights to your User Data. You are responsible for making sure any information you provide is accurate, legal, and of good quality.

Data Backup and Recovery

- 10.3 We regularly back up data and have safeguards in place to prevent data loss or corruption.

Compliance with Privacy Laws

- 10.4 We will comply with all applicable data protection laws and regulations.

International Data Transfers

- 10.5 You agree that your User Data may be stored or transferred outside your country if needed to provide the Services, as long as this follows the law.

Data Processing

- 10.6 In connection with providing the Services, we will:
- 10.6.1 Process User Data on lawful bases, including consent, contractual necessity, legitimate interests, and legal or regulatory obligations;
 - 10.6.2 Transfer or hold User Data outside your country only where adequate protections exist, including equivalent protections or appropriate safeguards allowed by law;
 - 10.6.3 Notify you of any data breach affecting your Personal Information as soon as reasonably possible in accordance with applicable law; and
 - 10.6.4 Upon your written request following account closure, delete or return your User Data unless legally required to retain it.

Security Measures

- 10.7 We maintain technical and organisational security measures to protect User Data against unauthorised access, unlawful processing, and accidental loss, destruction, or damage.

Third-Party Data Processors

- 10.8 You consent to our engagement of third-party service providers to process User Data in connection with the Services. Any such third parties will be bound by data protection obligations substantially similar to those in these Terms of Service. We remain fully responsible for the acts and omissions of our data processors.

11 INTELLECTUAL PROPERTY

Ownership of Platform and Content

- 11.1 We own all intellectual property rights in the Services and Documentation. We only give you a limited right to use them.

Trade marks

- 11.2 LUME TRADE (the word mark, stylised mark, and stylised mark with ribbon device) are our trade marks. You may not use these marks without our prior written permission. All other trade marks appearing on our website, www.lumetrade.com, are the property of their respective owners.

12 REGULATORY REPORTING AND DISCLOSURE

Regulatory Obligations

- 12.1 We must report information about your account and transactions to government authorities, regulators, central banks, tax authorities, and other official bodies. You understand and accept this requirement.

Partner Cooperation

- 12.2 We may be required to share information with our banks, payment providers, and other service providers. You acknowledge and accept this requirement.

Consent to Disclosure

- 12.3 You agree that we may share your User Data, transaction details, and account information with regulators, government authorities, and our business partners if needed to meet legal or contract requirements related to the Services.

13 LIMITATION OF LIABILITY

General Disclaimers

- 13.1 Except as expressly provided in this Agreement:
- 13.1.1 You are fully responsible for all results and consequences of using the Services. We are not liable for any damages caused by mistakes or wrong information you give us.
- 13.1.2 All implied warranties, conditions, and terms are excluded to the fullest extent allowed by law; and
- 13.1.3 The Services and Documentation are provided “as is” and “as available”, with no guarantees that they will fit your specific needs.

Your Assumption of Risk

- 13.2 You confirm that you have done your own research and due diligence about the Services and have not relied on anything else in choosing to use them.

Force Majeure

- 13.3 We are not responsible if we cannot meet our obligations because of things outside our control, including your own actions or failures.

Transaction Errors

- 13.4 We are not responsible for errors in transactions, incorrect pricing, system malfunctions, data feed errors, or misquotes. If such errors occur, we will take commercially reasonable steps to remedy them, which may include:

- 13.4.1 Cancelling or reversing affected transactions;
- 13.4.2 Correcting pricing or transaction terms retroactively;
- 13.4.3 Adjusting account balances to reflect correct transaction terms; or
- 13.4.4 Providing alternative remedies as appropriate under the circumstances.

Right to Reverse Transactions

- 13.5 We reserve the right to cancel, reverse, or modify any transaction that:
 - 13.5.1 Was executed due to system error, technical malfunction, or data feed failure;
 - 13.5.2 Was based on manifestly incorrect pricing that deviated significantly from prevailing market rates;
 - 13.5.3 Resulted from unauthorised access, fraudulent activity, or security breaches;
 - 13.5.4 Violated trading rules, position limits, or risk management parameters;
 - 13.5.5 Was executed in violation of applicable law or regulatory requirements; or
 - 13.5.6 Would result in unjust enrichment or manifest unfairness.
- 13.6 We will exercise reversal rights within 72 hours of the original transaction execution, except where fraud, illegality, or system compromise is involved, in which case no time limit applies.
- 13.7 We will notify affected users of transaction reversals or modifications promptly after such action is taken, except where notification would compromise investigations or legal proceedings.

Catch all

- 13.8 To the maximum extent allowed by law, we are not liable to you for:
 - 13.8.1 Indirect, incidental, punitive or consequential losses;

- 13.8.2 Loss of profits, business, or opportunity;
- 13.8.3 Losses due to market volatility or price fluctuations;
- 13.8.4 Blockchain network delays, failures, forks, or protocol vulnerabilities;
- 13.8.5 Non-support for airdrops and any resultant loss;
- 13.8.6 Token Issuer defaults;
- 13.8.7 Downtime or system unavailability;
- 13.8.8 Losses resulting from your error or negligence; and
- 13.8.9 Bank initiated recalls concerning your account.

14 THIRD-PARTY SERVICES

- 14.1 We may have third parties operate the Services, but we are still fully responsible for anything they do or fail to do when providing them.
- 14.2 You understand that the Services may let you access third-party websites, products, or services, and you do so at your own risk. We do not guarantee or take responsibility for any third-party content, services, or agreements. Any agreement or transaction with a third party is only between you and them. Please check their terms of service, privacy policies and disclosure statements before using their services. We do not endorse any third party or their content.

15 FIDUCIARY AND BROKERAGE SERVICES

- 15.1 We do not offer or provide any fiduciary or brokerage services, such as investment advice or portfolio management, as part of the Services or your use of them.

15.2 If you allow someone else, like a fiduciary service provider or broker, to use your account, you do so at your own risk. We are not responsible for anything that happens because of this.

16 INDEMNIFICATION

16.1 You agree to indemnify, defend, and hold us harmless, together with our affiliates, group companies, officers, directors, employees, agents, and service providers, from and against any claims, demands, actions, damages, losses, costs, liabilities, and expenses (including all attorneys' fees and legal costs) arising from or relating to:

16.1.1 Your breach of any provision of these Terms of Service;

16.1.2 Your violation of any applicable law, regulation, or third-party right;

16.1.3 Your use or misuse of the Services;

16.1.4 Your negligence, willful misconduct, fraud, or illegal activity;

16.1.5 Your failure to pay taxes or comply with tax obligations;

16.1.6 Your failure to comply with capital controls, currency restrictions, or cross-border transaction restrictions applicable to you.

16.1.7 Unauthorized access to your account resulting from your failure to maintain account security;

16.1.8 Claims by third parties arising from your trading activity or account usage; or

16.1.9 Your violation of any representation or warranty made in this Agreement.

16.2 This indemnification obligation survives termination of the Terms of Service and your use of the Services.

- 16.3 We reserve the right to assume exclusive defence and control of any matter subject to indemnification by you, in which case you agree to cooperate fully with our defence of such claim.

17 DISPUTE RESOLUTION AND ARBITRATION

Informal resolution

- 17.1 Before initiating any formal dispute resolution proceedings, you agree to first contact us at support@lumetrade.com to attempt to resolve the dispute informally. You must provide a written description of the dispute, your contact information, the relief requested, and any supporting documentation. We will attempt to resolve the dispute within 30 days of receiving your notice.

Formal complaint - South African residents

- 17.2 Users resident in South Africa may lodge a formal complaint, which will then be dealt with in terms of a mandated Complaints Management Policy.
- 17.3 To make the complaint, you must complete and submit the “Lodge a Complaint” form on our website www.lumetrade.com. The link to the form is at the bottom of the website.
- 17.4 Once a complaint is submitted, the Complaints Management Policy, which outlines the complaints management process (including timelines and remedies), is emailed with the acknowledgement of receipt of the complaint.

Binding Arbitration

- 17.5 If the dispute cannot be resolved informally within 30 days, and it is not subject to the complaints management process above, either of us may initiate binding arbitration. You agree with us that any dispute, claim, or issue arising out of or relating to this Agreement, your use of the Services, or your relationship with us (collectively, Disputes) will be finally settled by binding arbitration administered by the Arbitration Foundation of Southern Africa (AFSA) in accordance with its current Rules for Commercial Arbitration.

Arbitration Procedures

- 17.6 Arbitration will be conducted in Cape Town, South Africa, and any hearing may be conducted virtually.
- 17.7 Arbitration proceedings will be conducted in English.
- 17.8 Disputes will be decided by a single arbitrator appointed in accordance with AFSA Rules. The arbitrator will have expertise in commercial, financial services and technology matters.
- 17.9 The arbitrator will apply South African substantive law.
- 17.10 Any discovery will be limited to document production and written interrogatories directly relevant to the dispute, unless the arbitrator determines additional discovery is necessary.
- 17.11 The arbitrator's award will be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- 17.12 Each party will bear its own costs and attorneys' fees unless the arbitrator determines that the prevailing party is entitled to recovery of costs and fees.
- 17.13 All arbitration proceedings, submissions, and awards will remain confidential, except as required by law or to enforce the award.

Class Action Waiver

- 17.14 You agree with us that all disputes will be resolved on an individual basis only. To the maximum extent allowed by law, you waive any right to participate in class actions, class arbitrations, representative actions, or consolidated proceedings.

Exception to Arbitration

- 17.15 Notwithstanding the foregoing, either of us may:

17.15.1 Seek injunctive or equitable relief in any court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of rights;

17.15.2 Seek relief in court where required by applicable law or regulation.

18 GENERAL PROVISIONS

18.1 Any legal notice required by these Terms of Service must be in writing and sent by email. Our email address for notices is legal@lumetrade.com. Your email address is the one used to register your account with us. Notices are considered received on email transmission.

18.2 We may amend, change, or update these Terms of Service. If we make significant changes, we will let you know by email. If you disagree with the changes, you should stop using the Services and consider withdrawing all your funds and closing your account.

18.3 If you continue to use the Services, you agree to the latest version of the Terms of Service.

18.4 If we do not enforce any part of the Terms of Service, it does not mean we give up our right to enforce them later. Not enforcing them does not create any legal exception.

18.5 You cannot transfer your rights or responsibilities under these Terms of Service to anyone else.

18.6 If any part of these Terms of Service is invalid or cannot be enforced, the remainder will still apply.

18.7 Any invalid or unenforceable part will be replaced with a valid one that matches the original purpose as closely as possible.

18.8 Our entire agreement regarding the provision and your use of the Services is in these Terms of Service, and they supersede any other understandings or agreements.

18.9 South African law governs these Terms of Service. Except where a dispute, claim or issue is required to be resolved by arbitration under clause 17, the courts of South Africa have exclusive jurisdiction.