

Lussa Terms & Conditions

These Terms and Conditions ("Terms") govern your use of the websites, games, creator tools, marketplace, esports programs, university programs, and related services (together, the "Services") provided by **Visionarie Labs Technology Services LLC, trading as Lussa** ("Lussa", "we", "us", "our"). By accessing or using the Services, you agree to these Terms and our [Privacy Policy](#).

1. Eligibility

- You must be at least 18, or the age of majority in your jurisdiction, to participate in paid tournaments, prize events, or marketplace transactions.
- If you are under 18, you may access age-appropriate Services with verified parental consent. Some features (cash prizes, marketplace sales) are not available to minors.
- If you are under 13 (or the minimum digital consent age in your country), you may not use the Services without verified parental consent.
- By using the Services, you confirm that you are not subject to sanctions or prohibited by law from receiving the Services.
- For university program participation, you must be a currently enrolled student, faculty, or staff member with proof of affiliation.

2. Accounts

2.1 Registration

You must provide accurate, complete, and up-to-date information when creating an account and keep it current at all times. We may refuse, reclaim, or require you to change a username that violates these Terms or our community standards.

2.2 Account Security

You are responsible for maintaining the confidentiality of your login credentials and for all activity on your account. We recommend enabling multi-factor authentication where available; we may require it for certain features (e.g., marketplace, prize payouts). Do not share, sell, rent, or transfer your account or credentials.

2.3 Unauthorised Use & Recovery

Notify us immediately if you suspect unauthorised access or any security incident. We may suspend access while we investigate and may require additional verification to restore the account. To the extent permitted by law, we are not responsible for losses arising before you notify us, except where caused by our breach of these Terms or applicable law.

2.4 Inactive Accounts

If you do not access your account for a continuous period of **24 months**, Lussa may close your account after providing at least **30 days' prior notice** by email (where available) and/or in-product notice. Upon closure, your access to the account—and any associated digital items, rewards, progress, or stored UGC—may be permanently lost, except where retention is required by law or permitted under our Privacy Policy. We will **not** close an account that has an active paid subscription term or an unresolved balance. Lussa is not responsible for any value associated with closed accounts.

2.5 Account Ownership & Transfers

Accounts are personal and non-transferable. Selling, gifting, or trading accounts or access is prohibited unless expressly allowed in writing by Lussa.

2.6 Verification & Eligibility Checks

For certain features (including esports participation, prize payments, creator payouts, or marketplace sales), we may require identity, age, tax, or other compliance checks (e.g., KYC/AML). Failure to complete required checks may result in limited access, withholding of payments, or suspension of the relevant feature.

3. Use of Services

3.1 Permitted Use

You may use the Services solely for your personal, non-commercial entertainment and in accordance with these Terms, our Community Standards, and any event-specific rules (e.g., esports or promotions). You must comply with all applicable laws and only access the Services through interfaces we provide or authorise.

3.2 Prohibited Conduct

You agree **not** to:

- Exploit, interfere with, circumvent, or reverse engineer the Services, security, or access controls.
- Upload or share unlawful, harmful, hateful, harassing, defamatory, obscene, infringing, or otherwise objectionable content.
- Use cheats, bots, macros, exploits, hardware injectors, or unauthorised third-party software; stream-snipe, collude, or otherwise undermine competitive integrity.
- Engage in doxxing, stalking, threats, or other abusive behaviour; impersonate others or misrepresent affiliation.
- Introduce malware, attempt unauthorised access, probe or overload our systems, or bypass rate limits.
- Scrape, mine, or harvest data from the Services except as expressly permitted in writing.
- Resell, rent, lease, transfer, or share accounts or entitlements.
- Violate age-gating, regional restrictions, or applicable sanctions/export laws (see 3.7).

3.3 Beta or Experimental Services

From time to time, Lussa may release features, content, or Services in **alpha, beta, early access, or experimental** form. These may be incomplete, unstable, or not operate as intended, and may cause errors or data loss. Lussa makes no guarantees regarding availability, performance, or functionality of such features. Beta or experimental Services may be modified, suspended, or withdrawn at any time without notice. Your participation is voluntary and at your own risk, and such features are provided “as is” in addition to the disclaimers in Section 11.

3.4 Third-Party Platforms & Services

Some features rely on third-party platforms or providers (for example, distribution platforms, payment processors, anti-cheat or streaming tools). Your use of those is subject to their terms and policies. We do not control third-party availability or performance and are not responsible for outages or changes outside our control (see Section 11).

3.5 Moderation, Integrity & Security

We may monitor and moderate activity and UGC to protect users, enforce these Terms, and uphold competitive integrity. This may include the use of automated tools, anti-cheat, gameplay telemetry, server logs, and—where an event’s rules state so—recordings for integrity review and dispute resolution. Enforcement actions can include content removal, feature restrictions,

suspensions, or termination (see Sections 4, 6 and 10). Processing of related data is described in our Privacy Policy.

3.6 Updates, Availability & Support

We may deploy updates, patches, content changes, balance adjustments, or remove/retire features over time. Services may be unavailable during maintenance, incidents, or for reasons beyond our control. We may provide support resources at our discretion, which may vary by region, language, or platform (see Section 11).

3.7 Export Controls & Sanctions

You may not use or access the Services if you are located in, or are a resident of, a country or region subject to comprehensive embargoes/sanctions, or if you appear on any applicable denied-party or sanctions list. You must comply with all export, re-export, and sanctions laws that apply to your use of the Services.

3.8 Enforcement

Breach of this Section 3 may result in immediate action, including loss of access to certain features, disqualification from programs, or account suspension/termination under Section 10.

4. User-Generated Content (UGC)

4.1 Ownership and Licence

- You retain ownership of any content, assets, creations, or materials you create and upload or otherwise make available through the Services ("UGC").
- By submitting UGC, you grant Lussa a **perpetual, worldwide, non-exclusive, royalty-free, transferable, sublicensable licence** to host, store, reproduce, adapt, modify, translate, create derivative works from, publicly perform, publicly display, distribute, and otherwise use your UGC in connection with operating, promoting, improving, and providing the Services.
- This licence includes the right for Lussa to use your UGC in marketing, community events, esports broadcasts, tournaments, showcases, training materials, and to train or improve technologies that support the Services.

4.2 Your Warranties

By submitting UGC, you confirm that:

- You either own the UGC or have all necessary rights and permissions to grant us the above licence.
- Your UGC does not infringe or misappropriate any third-party rights, including intellectual property, privacy, publicity, or contractual rights.
- If your UGC includes music, sound recordings, images, voices, trademarks, or other third-party materials, you have obtained all necessary rights, licences, and clearances for that use.
- Your UGC is lawful and complies with these Terms, our Community Standards (where published), and applicable laws.

4.3 Prohibited Content

UGC must not:

- Be unlawful, defamatory, obscene, pornographic, harmful, or otherwise objectionable.
- Promote discrimination, hatred, harassment, or violence.
- Contain malware, cheats, exploits, or unauthorised code.
- Infringe any third-party intellectual property or other rights.

4.4 Use of Lussa Tools and Templates

If you create UGC using tools, templates, assets, or materials provided by Lussa:

- Lussa and its licensors retain all rights in those underlying tools and assets.
- You may use them only as permitted within the Services.
- Modifications you make may be considered UGC under these Terms, but you do not acquire ownership of Lussa's underlying tools, templates, or assets.

4.5 Monetisation and Rewards

Where UGC is eligible for monetisation (e.g., marketplace sales, revenue sharing, tournament rewards, ambassador rewards):

- Earnings, payment methods, fees, and revenue shares will be communicated separately and form part of these Terms.
- You are responsible for any taxes due on payments or rewards you receive.
- Lussa may withhold payments where legally required or where you are in breach of these Terms.

4.6 Moderation and Removal

- Lussa may review, moderate, remove, or disable access to UGC at any time at its discretion, including where UGC breaches these Terms, our Community Standards, or legal requirements.
- In serious cases (e.g., cheating, abuse, infringement), we may suspend or terminate your account.
- Where appropriate, you will be notified of removals and may appeal in writing within 14 days.

4.7 Responsibility

You are solely responsible for your UGC. Lussa is not responsible or liable for UGC created, uploaded, or shared by users, except where required by law.

5. Payments, Refunds & Marketplace

5.1 Payments

- Payments for purchases, subscriptions, tournament entries, or marketplace transactions are processed by authorised third-party providers (such as Epic Games Store, Xsolla, or payment gateways). You must comply with their terms and policies in addition to these Terms.
- By providing payment information, you authorise us and our payment providers to process transactions and applicable charges, including taxes and fees.

5.2 Refunds

- **All sales are final**, except where refunds are required by law or explicitly provided by the relevant payment provider's refund policy.
- Tournament entry fees are non-refundable, unless the event is cancelled by Lussa.
- Marketplace sales are final, except where required by law or where the payment provider offers a limited refund window (e.g., Overwolf/CurseForge Premium Mods two-hour refund policy).

5.3 Marketplace Listings & Sales

- Marketplace listings, pricing, and distribution of digital items, assets, or user-generated content ("UGC") are subject to applicable platform rules and moderation standards.
- Creators are solely responsible for setting accurate prices and ensuring their UGC complies with these Terms and applicable laws.
- Lussa reserves the right to remove, suspend, or adjust listings at any time for legal, safety, or community reasons.
- Where UGC is monetised, revenue shares, fees, and payout conditions will be communicated separately and form part of these Terms.

5.4 Taxes & Fees

- You are responsible for all applicable taxes (including VAT, GST, sales taxes, and income taxes) and any third-party fees related to your purchases or earnings.
- Lussa may withhold taxes where required by law (e.g., withholding tax on prize payouts).
- Transaction, processing, and currency conversion fees may apply and are your responsibility.

5.5 Fraud, Chargebacks & Withholding

- Fraudulent, abusive, or suspicious transactions may be cancelled or reversed at Lussa's discretion.
- Chargebacks may result in suspension or termination of your account.

- Lussa may withhold or offset payments (including marketplace earnings or tournament prizes) if you breach these Terms or fail to provide required identification or tax forms.

5.6 Consumer Withdrawal Rights (EU Residents Only)

If you are a resident of the EU, you may have a legal right to withdraw from certain digital purchases within 14 days of purchase. By purchasing or accessing digital content through our Services, you consent to immediate performance of the contract and acknowledge that you thereby waive your withdrawal right once delivery begins, except where otherwise required by law. Where applicable, you will be asked to confirm this waiver during checkout before access begins.

6) Esports Program (Tournaments & Competitive Play)

6.1 Scope & Priority

These rules apply to all Lussa-organized or sanctioned tournaments, ladders, qualifiers, show matches, and broadcasts (the “Esports Program”). If an event-specific rulebook conflicts with these Terms, the event rules prevail for that event (everything else here still applies).

6.2 Eligibility

- You must meet the minimum age for your country and any higher event minimum. Players under 18 need verified parental/guardian consent and may be ineligible for cash prizes if prohibited by law.
- You must satisfy any residency/region-lock criteria, competitive-rank or account-level prerequisites, and not be suspended or banned by Lussa or recognized esports integrity bodies.
- Employees/contractors of Lussa or production partners may be restricted. Specifics will appear in the event rules.

6.3 Registration & Roster Management

- Register only through official channels with accurate legal name, country, age, and contact details. False information can lead to disqualification.
- Team rosters, substitutes, and coaches must be submitted by stated deadlines; mid-event changes require approval.

6.4 Competitive Integrity & Anti-Cheat

- Cheating (software, hardware, DMA devices, macros, scripting), stream-sniping, collusion, match-fixing, DDoS, sandbagging, account sharing/boosting, or exploiting bugs/glitches is strictly prohibited. Penalties include forfeits, disqualification, bans, loss of prizes, and referral to authorities.
- Lussa may require proprietary or third-party anti-cheat, competitive monitoring, and match server tools. Attempts to bypass or tamper with integrity tools are violations.
- For integrity and broadcast QA, Lussa may record gameplay data, server logs, and—in events that state so—**voice communications** for review and dispute resolution, with notice consistent with our Privacy Policy.

6.5 Player Conduct & Content Standards.

- Players must follow our Community Standards and any event-specific content policies. Harassment, hate, discriminatory speech, targeted abuse, doxxing, sexual content, or illegal conduct is forbidden.
- In-game names, team names, and sponsor marks must be appropriate and comply with brand/sponsor restrictions published for the event.

6.6 Equipment, Match Procedures & Admin Authority

- Events may mandate specific client versions, settings, server locations, peripherals, cameras, or onsite/remote check-in procedures. Admins may request POV recordings, config files, or settings exports for review.
- Admins' competitive rulings (match results, restarts, technical timeouts, re-hosts) are final unless an appeal window is provided in the event rules.

6.7 Broadcast, Publicity & Media

By participating, you grant Lussa the right to record, live-stream, rebroadcast, clip, photograph, and otherwise use your participation (including username, likeness, avatar, voice) for broadcasts, highlights, editorial, and promotion of the Esports Program, consistent with Section 4 (UGC) and our Privacy Policy. This mirrors standard broadcast rights across top circuits.

6.8 Prizes & Payments

- Prize pools, distribution, payout currency/method, and any platform fees will be set in the event rules. Lussa may pay prizes in cash, vouchers, or equivalents; crypto is used only where lawful and explicitly stated. Winners are responsible for any taxes and required forms.
- Lussa may withhold, reduce, or reclaim prizes for violations (e.g., cheating, eligibility failures), consistent with major operator practice.

6.9 Conflicts of Interest, Betting & Wagering

- Players, coaches, and team staff must not place bets or share inside information on Lussa events; match-fixing or improper influence is prohibited.
- Conflicts (e.g., staff/contractor relationships with participants) must be disclosed; Lussa may impose participation limits to protect integrity.

6.10 Sanctions & Discipline

Violations may result in warnings, game/map losses, forfeits, disqualification, prize forfeiture, suspensions/bans across Lussa events, or referral to law enforcement/regulators. Sanction scales and illustrative examples will be published in event rules or a public penalties guideline, similar to leading TOs.

6.11 Disputes & Appeals

Event rules specify how and when to file protests (e.g., within 30 minutes post-match) and appeals (e.g., within 48 hours for admin decisions). Lussa may appoint an independent review group for escalated appeals in high-stakes events.

6.12 Event Changes & Force Majeure

Lussa may reschedule, modify formats, or cancel events for competitive, technical, security, legal, or force-majeure reasons. Where feasible, updates will be communicated promptly through official channels (website, Discord, email).

6.13 Data & Privacy

Tournament data (accounts, gameplay stats, competitive logs, anti-cheat signals, communications where applicable) will be processed in line with our Privacy Policy (lawful bases include contract and legitimate interests; consent for non-essential telemetry where required).

See “Personal data we collect” and “Moderation & safety” in the Privacy Policy. (Your current policy already covers gameplay telemetry, anti-cheat signals, and UGC/communications.)

Here’s a more **robust and polished version** of **Section 7: University Program**, aligned with how leading university partnership schemes (Microsoft Student Ambassadors, Riot Scholastic programs, Ubisoft Campus initiatives) set terms. This ensures you’re covered legally while keeping it clear and attractive to students, faculty, and institutions.

7. University Program

The following terms apply to Lussa’s University Program (“Program”). By applying to or participating in the Program, you agree to these Terms.

7.1 Eligibility

- Open to current students, faculty, and staff of recognised higher education institutions. Proof of enrolment or employment may be required.
- Participants must be at least 18 years old, unless parental/guardian consent is provided and local law permits.
- Lussa reserves the right to limit participation by region, institution, or role.

7.2 Roles

- **Student Ambassadors:** Act as local representatives, promote Lussa, organise on-campus and online events, support recruitment of other students, and help build the community.
- **Faculty/Staff Participants:** Coordinate academic partnerships, workshops, and integration of Lussa’s tools or content into curricula.
- **Event Participants:** Students or faculty who join individual events, workshops, or tournaments under the Program.

7.3 Conduct & Responsibilities

- Participants must act with professionalism, integrity, and respect, both online and offline.
- You must uphold Lussa’s community standards and comply with your institution’s policies, codes of conduct, and any local laws.

- Misuse of Lussa branding, misrepresentation of affiliation, or harassment of others is strictly prohibited.

7.4 Rewards & Benefits

- Rewards may include early access to game builds, merchandise, event invitations, mentorship, or recognition in Lussa communications.
- Rewards are **discretionary, non-transferable, and may be modified or withdrawn** at any time.
- Participation in rewards may require completing specific activities (e.g., event organisation, content creation, outreach).

7.5 Content & Contributions

- Contributions (such as projects, content, event materials, or feedback) may be showcased by Lussa in promotional, educational, or community materials.
- By participating, you grant Lussa a **royalty-free, worldwide licence** to use, display, and adapt contributions in connection with the Program, with attribution where appropriate.

7.6 Termination & Withdrawal

- Lussa may suspend or revoke your participation at any time, including for misconduct, inactivity, or reputational concerns.
- You may withdraw from the Program at any time by giving notice to Lussa.
- Upon termination or withdrawal, you must cease using Lussa's name or branding in association with your role.

7.7 Relationship with Institution

- The Program does not create any employment, agency, or partnership relationship between you (or your institution) and Lussa.
- Institutions are not responsible for Program activities unless formally agreed in writing.

8. Promotions

8.1 Scope

From time to time, Lussa may run promotions, contests, sweepstakes, tournaments, referral programs, or ambassador reward schemes (collectively, "Promotions"). These may be offered directly by Lussa or in partnership with third parties.

8.2 Additional Rules

- Each Promotion may have its own official rules, eligibility criteria, deadlines, and prize details.
- Those specific rules are incorporated into and form part of these Terms. If there is a conflict between Promotion rules and these Terms, the Promotion rules govern for that Promotion only.

8.3 Eligibility

- Eligibility may be restricted by age, region, or role (e.g., student, ambassador, esports participant).
- Employees, contractors, and advisors of Lussa (and their immediate families) may be excluded, unless explicitly allowed in the Promotion rules.

8.4 Prizes & Rewards

- Prizes may include cash, digital items, merchandise, event access, or equivalent.
- Lussa may substitute prizes of equal or greater value if necessary (for example, due to supply or legal restrictions).
- No cash alternative is provided unless required by law.

8.5 Taxes & Compliance

- Participants are solely responsible for any personal tax obligations or reporting requirements arising from prizes or rewards.
- Where required by law, winners may be asked to complete tax forms, identity verification, or other compliance steps before receiving a prize.
- Lussa may withhold taxes where legally obligated.

8.6 Conduct & Fairness

- Promotions must be entered fairly and in good faith. Use of bots, multiple accounts, false information, or fraudulent entries is prohibited and may result in disqualification.
- Lussa reserves the right to cancel, modify, or suspend a Promotion if technical failures, fraud, or legal issues compromise its integrity.

8.7 Publicity

By accepting a prize or reward, you agree that Lussa may use your name, username, likeness, or submitted content for promotional purposes in connection with the Promotion, unless prohibited by law.

9. Intellectual Property

9.1 Ownership of Lussa IP

- Except for User-Generated Content (“UGC”) covered in Section 4, all Services, games, software, code, assets, artwork, characters, storylines, music, sound effects, logos, trademarks, trade names, and other content made available by Lussa (collectively, “Lussa Content”) are owned by **Visionarie Labs Technology Services LLC** or our licensors.
- All rights in Lussa Content are reserved. Nothing in these Terms grants you any ownership rights in Lussa Content.

9.2 Limited Licence to Use

- Lussa grants you a **personal, non-exclusive, non-transferable, revocable, limited licence** to access and use the Services and Lussa Content solely for your personal, non-commercial entertainment in accordance with these Terms.
- You may not copy, distribute, sell, rent, sublicense, modify, reverse engineer, or otherwise exploit Lussa Content, except as expressly permitted in writing by us.

9.3 Trademarks

- “Lussa”, “The Final Frontier”, our logos, and other product or service names are trademarks of Lussa or our affiliates.
- You may not use these marks without our prior written consent, except as allowed under “fair use” principles or with express program rules (e.g., University Ambassador guidelines).

9.4 Feedback

- If you provide ideas, suggestions, or feedback about the Services, you agree that Lussa may use them without compensation, restriction, or obligation, and you grant us a perpetual, worldwide, royalty-free licence to do so.

9.5 Reservation of Rights

- Any rights not expressly granted to you in these Terms are reserved by Lussa and our licensors.

9.6 Copyright Infringement – Notice & Takedown

If you believe content on the Services infringes your rights, please send a notice that includes: (a) your contact details; (b) identification of the work you claim is infringed; (c) the URL or description of the allegedly infringing content; (d) a statement that you have a good-faith belief the use is not authorised; (e) a statement that the information is accurate and, under penalty of perjury, you are authorised to act; and (f) your signature. Send to privacy@lussa.io (subject: "IP Takedown"). Lussa may remove or disable access to disputed content and, where appropriate, notify the user. If you are in the United States, you may also submit a notice consistent with 17 U.S.C. §512 (DMCA).

10. Termination

10.1 Your Right to Terminate

- You may close your account and stop using the Services at any time. Account closure does not relieve you of obligations for outstanding payments, breaches, or liabilities incurred before termination.

10.2 Lussa's Right to Suspend or Terminate

We may suspend, restrict, or permanently terminate your account or access to the Services, in whole or in part, if:

- You breach these Terms or other applicable rules (e.g., esports or promotion rules).
- You engage in fraud, cheating, harassment, or other harmful or unlawful conduct.
- You misuse our Services, intellectual property, or brand.
- Required by law, regulation, or court/authority order.

- Continuing your access creates security, integrity, or reputational risks for Lussa.

10.3 Consequences of Termination

- Upon termination, your right to use the Services ceases immediately, and any licences granted under these Terms will automatically end.
- You will lose access to your account, progress, digital items, rewards, and any UGC stored on the Services, except where legally required otherwise.
- Termination may also result in disqualification from esports programs, withdrawal from ambassador/university programs, and forfeiture of prizes or rewards if termination was for breach.

10.4 Survival

- The following sections survive termination: Intellectual Property, User-Generated Content, Payments, Promotions, Limitation of Liability, Governing Law & Disputes, and any other provisions which by their nature should survive.

10.5 Appeals

- If you believe your account was terminated or suspended in error, you may contact us at privacy@lussa.io or through our support portal. We may, but are not obliged to, review and reinstate accounts at our discretion.

11. Disclaimer of Warranties

11.1 General Disclaimer

The Services are provided on an **“as is”** and **“as available”** basis. To the maximum extent permitted by law, Lussa and its affiliates, licensors, and partners disclaim all warranties, conditions, and representations of any kind—express, implied, or statutory—including but not limited to warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, and non-infringement.

11.2 Service Availability

- We do not warrant that the Services will be uninterrupted, secure, or free from errors, bugs, viruses, or other harmful components.

- We do not guarantee that defects or errors will be corrected, or that content will be available at all times or on all devices.
- Access to certain features (such as esports events, marketplace tools, or university program benefits) may depend on third-party platforms, networks, or partners. Lussa is not responsible for their availability or performance.

11.3 Consumer Rights (EU/UK/US)

Nothing in these Terms affects any statutory rights or guarantees you may have under applicable consumer protection law, including your right to receive a service that is provided with reasonable care and skill and matches its description. These rights cannot be waived.

12. Limitation of Liability

12.1 No Indirect Damages

To the maximum extent permitted by law, Lussa and its affiliates, officers, directors, employees, and partners will not be liable for:

- Indirect, incidental, consequential, special, exemplary, or punitive damages;
- Lost profits, revenues, savings, or goodwill;
- Loss of data, digital items, progress, or UGC;
- Business interruption or system failures; even if we were advised such damages were possible.

12.2 Liability Cap

Our total aggregate liability for all claims arising out of or relating to the Services or these Terms will not exceed the greater of:

- The amount you paid us in the 12 months immediately before the claim, or
- USD \$100.

12.3 Exceptions

Nothing in these Terms limits or excludes liability where it would be unlawful to do so, including for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Breach of mandatory consumer rights under applicable law.

12.4 Allocation of Risk

The Services are provided for personal, non-commercial entertainment. The limitations above are a fundamental part of the agreement between you and Lussa and reflect the allocation of risk between the parties.

12.5 Indemnity

You agree to indemnify, defend, and hold harmless Lussa, its affiliates, officers, directors, employees, and partners from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or relating to your use of the Services, your UGC, or your breach of these Terms. This indemnity does not apply where claims result from Lussa's own breach of these Terms or negligence.

13. Governing Law & Disputes

13.1 Governing Law

- These Terms are governed by the laws of **Dubai, United Arab Emirates**, where Visionarie Labs Technology Services LLC is incorporated.

13.2 Jurisdiction

- Unless otherwise required by mandatory consumer law in your country of residence, disputes arising under these Terms will be subject to the **exclusive jurisdiction of the courts of Dubai, UAE**.
- If you are a consumer resident in the EU, UK, or US, you may also bring proceedings in the courts of your home country, and you may benefit from any mandatory protections of consumer law in that country.

13.3 Alternative Dispute Resolution

- Where permitted by law, Lussa may offer or require informal resolution, mediation, or online dispute resolution before resorting to formal court proceedings. If you are resident in the EU, you may also submit disputes for online resolution through the European

Commission's Online Dispute Resolution (ODR) platform:

<https://ec.europa.eu/consumers/odr> If you are resident in the UK, you may be entitled to use alternative dispute resolution (ADR) schemes for consumer disputes.

- Nothing prevents either party from seeking injunctive or equitable relief to protect intellectual property or confidential information.

13.4 Binding Arbitration (US Residents Only)

a) Agreement to Arbitrate

If you are a resident of the United States, you and Lussa agree that any dispute, claim, or controversy arising out of or relating to the Services or these Terms (collectively, "Disputes") will be resolved exclusively through **final and binding arbitration**, rather than in court, except as provided below.

b) Exceptions

This arbitration requirement does not apply to:

- Individual claims brought in small claims court, if eligible;
- Claims for injunctive or equitable relief relating to intellectual property, security, or unauthorised access;
- Where prohibited by applicable law.

c) Governing Law

This arbitration agreement is governed by the **Federal Arbitration Act (FAA)** and applicable federal arbitration law.

d) Arbitration Rules and Forum

- The arbitration will be administered by the **American Arbitration Association (AAA)** under its Consumer Arbitration Rules.
- Arbitration will take place in your county of residence or another mutually agreed location, and may be conducted by telephone or video conference where appropriate.

e) Class Action Waiver

You and Lussa agree that Disputes will be resolved **only on an individual basis**. Neither party will bring or participate in a class action, class arbitration, or other representative proceeding.

f) Costs

The AAA rules will govern payment of filing, administration, and arbitrator fees. Lussa will reimburse fees for claims under USD \$10,000 unless the arbitrator finds your claim frivolous.

g) Opt-Out

You may opt out of this arbitration requirement by sending written notice to privacy@lussa.io within **30 days of first accepting these Terms**. Your opt-out will not affect other provisions of these Terms.

h) Severability

If any portion of this arbitration clause is found unenforceable, the remainder will still apply, except that if the class action waiver is found unenforceable, the entire arbitration agreement will not apply.

14. Changes

14.1 Updates to the Terms

- We may update these Terms from time to time to reflect changes in our Services, technology, business practices, or legal requirements.
- Material changes will be communicated through the Services (for example, via in-game notice, email, or website posting) at least **30 days before they take effect**, unless immediate changes are required for legal, security, or safety reasons.

14.2 Continued Use

- Continued access to or use of the Services after the effective date of updated Terms will constitute your acceptance of the changes.
- If you do not agree to the updated Terms, you should stop using the Services and may close your account under Section 10.

15. Miscellaneous

15.1 Notices

We may provide notices by email to your account email, in-product messages, or postings on the Services. You may send legal notices to privacy@lussa.io.

15.2 Assignment

You may not assign or transfer these Terms without our prior written consent. We may assign to an affiliate or in connection with a merger, acquisition, or sale of assets.

15.3 No Waiver

A party's failure to enforce any right is not a waiver.

15.4 Severability

If any provision is found unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be modified to the minimum extent necessary to be enforceable.

15.5 Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control (including internet or utility failures, hosting outages, acts of God, war, strikes, governmental action).

15.6 Entire Agreement

These Terms (including policies referenced by link) are the entire agreement between you and Lussa regarding the Services and supersede prior agreements on the same subject.

16. Contact

Visionarie Labs Technology Services LLC Postal: Al Saaha Offices B, 404, Souk Al Bahar, Burj Khalifa Station, Dubai, UAE. Email: privacy@lussa.io