Alauda Website Terms of Use

Effective Date: November 2026 **Version:** 1.4

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1. Acceptance of Terms

By accessing or using the website located at **alauda.io** and all related subdomains, web properties, and online services (collectively, the "Website"), you agree to be bound by these Website Terms of Use ("Terms"). These Terms constitute a legally binding agreement between you and Alauda Singapore Pte. Ltd. (UEN 202524557C), a company incorporated in the Republic of Singapore with its registered office at 6 Raffles Quay, #14-02, Singapore 048580 ("Alauda," "we," "us," or "our").

Your use of the Website is also governed by the Alauda Privacy Policy and the Alauda Cookie Policy, which are incorporated into these Terms by reference.

If you do not agree to these Terms, the Privacy Policy, or the Cookie Policy, you must not access or use the Website. If you are accessing the Website on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms and that the organization agrees to be bound by these Terms.

1.1 Other Agreements. These Terms govern access to and use of the public areas of the Website only. If you have entered into a separate agreement with Alauda (including the Alauda Enterprise Agreement, Subscription Terms, End User License Agreement, Partner Program Agreement, or a Professional Services or Training engagement), that agreement — not these Terms — governs your use of the Alauda products, services, and logged-in portal features it covers, including the Alauda Cloud portal at https://cloud.alauda.io, and controls over these Terms in the event of any conflict. Nothing in these Terms limits your rights under any applicable open source license.

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2. Changes to Terms

Alauda reserves the right to modify, update, or replace these Terms at any time, at its sole discretion, by posting the revised Terms on the Website with an updated effective date. It is your responsibility to review these Terms periodically for changes. Your continued use of the Website following the posting of any changes constitutes acceptance of and agreement to those changes. If you do not agree to any revised Terms, you must discontinue your use of the Website.

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3. Access to Website

3.1 Availability. Alauda endeavors to keep the Website accessible at all times, but does not guarantee that the Website will be available without interruption. The Website may be temporarily unavailable due to maintenance, updates, technical issues, or other reasons beyond Alauda's reasonable control.

3.2 Right to Restrict Access. Alauda reserves the right, at its sole discretion, to restrict, suspend, or terminate your access to the Website, in whole or in part, at any time, without prior notice or liability, for any reason, including but not limited to your violation of these Terms.

3.3 Geographic Restrictions. Alauda makes no representation that the Website or its content is appropriate, available, or legally permissible for use in all locations. You are responsible for compliance with all applicable local laws and regulations when accessing the Website from your jurisdiction.

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4. Intellectual Property

4.1 Ownership. The Website and all content, features, and functionality therein, including but not limited to text, graphics, logos, trademarks, service marks, trade names, icons, images, audio, video, software, data compilations, page layout, underlying code, and documentation (collectively, "Content"), are the property of Alauda, its affiliates, or its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws of Singapore and applicable international treaties.

4.2 Limited License. Subject to your compliance with these Terms, Alauda grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website and its Content solely for your personal or internal business informational purposes. This license does not include the right to:

- Reproduce, distribute, publicly display, or publicly perform any Content, in whole or in part, except as expressly permitted by these Terms
- Modify, create derivative works from, or reverse engineer any Content
- Use any Content for commercial purposes without Alauda's prior written consent
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices contained in or displayed on the Content
- Frame or mirror any portion of the Website on any other server or internet-based device
- Use any data mining, robots, scraping, or similar data gathering or extraction tools on the Website, except as expressly permitted by Alauda in writing or through a publicly available robots.txt file

4.3 Trademarks. "Alauda," the Alauda logo, "Alauda Container Platform," "ACP," "Alauda AI," "Alauda AI Platform," "Alauda Enterprise Services," "Alauda Hyperflux," "Alauda Virtualization," and other Alauda product and service names, logos, and marks are trademarks of Alauda or its affiliates. All other trademarks, service marks, and trade names appearing on the Website are the property of their respective owners. Nothing on the Website grants, by implication, estoppel, or otherwise, any license or right to use any trademark without Alauda's prior written permission.

4.4 Open Source. Alauda is committed to open source software. Certain content, documentation, or code made available through the Website may be licensed under open source licenses. Such open source materials are governed by the terms of the applicable open source license, and nothing in these Terms restricts your rights under, or grants you rights that supersede, the terms of any applicable open source license.

4.5 Separately Licensed Downloads. Software and data files (including AI models) made available for download through the Website are licensed under the Alauda End User License Agreement at https://www.alauda.io/legal/eula or the license terms accompanying them, not under these Terms, and Section 4.2 does not apply to them.

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5. User Conduct

You agree that you will not use the Website to:

- Engage in any activity that is unlawful, fraudulent, or harmful, or that violates any applicable local, national, or international law or regulation
- Transmit or distribute unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, phishing messages, or any other form of solicitation
- Harass, threaten, defame, abuse, stalk, intimidate, or otherwise violate the legal rights of any other person
- Infringe or misappropriate the intellectual property rights, privacy rights, or other rights of Alauda or any third party, including by uploading, posting, or transmitting any content that you do not have the right to share
- Attempt to gain unauthorized access to any part of the Website, its servers, databases, or any connected networks, systems, or accounts
- Interfere with or disrupt the integrity, performance, or availability of the Website, including by introducing viruses, worms, Trojan horses, malware, or other harmful code
- Use any automated means, including bots, crawlers, or scrapers, to access, monitor, copy, or collect content from the Website, except as expressly permitted by Alauda in writing or through a publicly available robots.txt file
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity
- Collect, store, or process personal data of other users of the Website without their express consent and in compliance with applicable data protection laws
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website

Alauda reserves the right to investigate and take appropriate legal action against anyone who, in Alauda's sole discretion, violates this section, including removing any offending content and reporting violations to law enforcement authorities.

Use of Alauda products, the Alauda Cloud portal, and Online Services is additionally subject to the Alauda Acceptable Use Policy at https://www.alauda.io/legal/acceptable-use-policy.

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6. User Submissions

6.1 Forums and Feedback. The Website may include community forums, feedback mechanisms, comment sections, or other interactive features that allow you to submit, post, or transmit content, including but not limited to comments, suggestions, ideas, feedback, questions, data, or other materials (collectively, "User Submissions").

6.2 License Grant. By submitting, posting, or transmitting any User Submission on or through the Website, you grant Alauda a perpetual, worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, display, and create derivative works from such User Submission, in whole or in part, in any form, media, or technology now known or hereafter developed, for any purpose, including but not limited to

incorporating such User Submission into Alauda's products, services, marketing materials, and documentation, without attribution or compensation to you. If you post a User Submission under an express open source license, that license takes precedence over the license in this Section 6.2. To the maximum extent permitted by applicable law, you consent to use of your User Submissions without attribution and agree not to assert moral rights (including rights of identification) against uses permitted by this Section.

6.3 Representations. You represent and warrant that: (a) you own or otherwise control all rights in and to any User Submission you provide; (b) your User Submission does not infringe the intellectual property rights, privacy rights, publicity rights, or other rights of any third party; (c) your User Submission does not contain any material that is unlawful, defamatory, obscene, or otherwise objectionable; and (d) your User Submission does not contain any virus, malware, or other harmful code.

6.4 No Obligation. Alauda is under no obligation to use, review, respond to, or maintain any User Submission. Alauda reserves the right to remove or refuse to post any User Submission for any reason, at its sole discretion, without notice.

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7. Copyright and Intellectual Property Complaints

Alauda respects the intellectual property rights of others. If you believe that any material on the Website infringes your copyright or other intellectual property rights, please send a written notice to legal@alauda.io or to Alauda Singapore Pte. Ltd., Attention: Legal Department, 6 Raffles Quay, #14-02, Singapore 048580. Your notice must include: (a) identification of the work claimed to have been infringed; (b) identification of the material on the Website that is claimed to be infringing and its location on the Website; (c) your name, address, telephone number, and email address; (d) a statement that you have a good-faith belief that the disputed use is not authorized by the rights owner, its agent, or the law; (e) your physical or electronic signature; and (f) a statement that the information in the notice is accurate. Notices should also comply with any form prescribed under the Copyright Act 2021 of Singapore.

Alauda will review valid notices and will remove or disable access to material it determines to be infringing, and may restore removed material on receipt of a valid counter-notice from the party that posted it.

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8. Third-Party Links

The Website may contain links to third-party websites, resources, products, or services that are not owned or controlled by Alauda. These links are provided solely as a convenience to you and do not constitute an endorsement, sponsorship, recommendation, or approval by Alauda of any third-party website, resource, product, or service.

Alauda has no control over, and assumes no responsibility for, the content, privacy policies, practices, accuracy, opinions, or availability of any third-party website or resource. Your access to and use of any third-party website or resource is at your own risk and subject to the terms and conditions and privacy policies of such third-party website or resource. You acknowledge and agree that Alauda is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods, or services available on or through any third-party website or resource.

9. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS, AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

ALAUDA AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AND COMPLETENESS.

WITHOUT LIMITING THE FOREGOING, ALAUDA DOES NOT REPRESENT OR WARRANT THAT: (A) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE, RELIABLE, OR COMPLETE; (C) THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIAL OBTAINED THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE WEBSITE OR ITS CONTENT WILL BE CORRECTED.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS ACCESSED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

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10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALAUDA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, USE, BUSINESS OPPORTUNITY, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE WEBSITE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON OR THROUGH THE WEBSITE; (C) ANY CONTENT OBTAINED FROM THE WEBSITE; OR (D) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT ALAUDA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALAUDA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE WEBSITE WILL NOT EXCEED ONE HUNDRED SINGAPORE DOLLARS (SGD 100.00).

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU, AND ALAUDA'S

LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY FOR DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

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11. Indemnification

To the maximum extent permitted by applicable law, you will defend, indemnify, and hold harmless Alauda, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your User Submissions; (b) your breach of these Terms; or (c) your misuse of the Website.

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12. Governing Law

12.1 Applicable Law. These Terms, and any claim, controversy, or dispute arising out of or relating to these Terms or your use of the Website, are governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of laws principles.

12.2 Jurisdiction. You agree that any legal action, suit, or proceeding arising out of or relating to these Terms or your use of the Website shall be instituted exclusively in the courts of the Republic of Singapore. You irrevocably submit to the exclusive jurisdiction of such courts and waive any objection based on improper venue or inconvenient forum.

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13. Export Control

You must comply with all applicable export and import laws and regulations, including the Singapore Strategic Goods (Control) Act 2002, when downloading or using any Content.

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14. Miscellaneous

14.1 Severability. If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

14.2 No Waiver. Alauda's failure to enforce any provision of these Terms does not constitute a waiver of that provision or of Alauda's right to enforce it at a later time.

14.3 Assignment. You may not assign or transfer these Terms, or any rights or obligations under them, without Alauda's prior written consent, and any attempted assignment in violation of this Section is void.

14.4 Entire Terms. Subject to Section 1.1, these Terms, together with the Privacy Policy and the Cookie Policy, constitute the entire agreement between you and Alauda regarding your use of the Website.

14.5 Survival. Sections 4, 6, 9, 10, 11, 12, and 13, and any other provision that by its nature should survive, will survive any termination of your access to the Website.

14.6 Third Party Rights. Sections 9, 10, and 11 are intended to benefit and are enforceable by the persons identified in them under the Contracts (Rights of Third Parties) Act 2001 of Singapore; the consent of no third party is required to vary, rescind, or terminate these Terms.

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15. Contact Information

If you have any questions, concerns, or complaints about these Terms or the Website, please contact us:

Alauda Singapore Pte. Ltd. Attention: Legal Department 6 Raffles Quay, #14-02 Singapore 048580

Email: legal@alauda.io Website: https://www.alauda.io