

# Privacy Policy

## INFORMATION FOR GENERAL USERS AND REGISTERED USERS

Tribe Trading Co LLC (“TtC” or “We”), the operator of the app for iPad “andara” (the “app”) and the website www.andara.bi (the “Website”) is committed to protecting the privacy of all the general and registered users of the app and website (“You” or “User”). To better protect your privacy, we provide this Privacy Policy explaining our information practices regarding the use and disclosure of user information collected and processed through our Website.

By using our app or Website, and in particular by providing your personal information on registration or contacting us for any reason, you explicitly accept this Privacy Policy and You provide TtC with full consent to the collection, storage and processing of your personal data, in accordance with the terms set out in this policy.

### 1. Browsing

For simply browsing the Website, You are not required to register as a User. Users are only asked to register their personal data if you request or require access and use of the TtC Product or Services.

### 2. Cookies

You are expressly advised that this TtC Website uses cookies. These cookies are small data files generated in your computer which are associated exclusively to an anonymous user. The cookies used cannot read data from the hard disk.

The cookies enable recognition of the users only when they have been registered so that they do not have to register each time they visit or access areas or services that are reserved exclusively for them. They also provide information on the date and time of the last visit the user made to the website and the content selected in browsing.

### 3. Log files, IP addresses and information about your computer

Due to the communications standards on the internet, when you visit the TtC Website we automatically receive the URL of the site from which you came and the site to which you are going when you leave TtC. TtC also receives the internet protocol (“IP”) address of your computer (or the proxy server you use to access the World Wide Web), your computer operating system and type of web browser you are using, email patterns, mobile device operating system (if you are accessing TtC using a mobile device), as well as the name of your ISP or your mobile carrier. We use this information to analyze overall trends to help improve the service. The linkage between your IP address and your personally identifiable information is not shared with third parties without your permission.

### 4. Analytics

Similarly, this Website uses Google Analytics, an analytical Web service provided by Google, Inc., a Delaware company with registered offices at 1600 Amphitheatre Parkway, Mountain View (California), CA 94043, USA (“hereinafter Google”). Google Analytics uses cookies, which are text files installed on your computer to help the website analyze the use that you make of the website. The information generated by the cookies about your use of the website (including your IP address) will be directly transmitted to and filed by Google in servers in the United States. Google has declared it will use this information on our behalf in order to monitor your use of the website, compiling website activity reports and offering other services related with the activity of the website and use of the Internet. Google may transmit this information to third parties when so required by legislation, or when third parties process information on behalf of Google. Google has declared it will not associate your IP address with any other data that it has. You may reject the processing of data or information by rejecting the cookies, using the corresponding configuration in your Internet browser; however, this may affect the full functionality of the website. By using the website you are giving your consent to the processing of information about yourself by Google in the way and for the purposes described above.

### 5. Privacy Policy changes

We may amend this Privacy Policy as required to adapt it to future legislative or case law developments, and this will be reflected by the “effective date” below. If We make any substantive changes in our treatment of information collected at the app or website, We will notify you by posting a clear notice of these changes on our websites and in this Privacy Policy. Your continued use of the app or website constitutes your agreement to this Privacy Policy and any future revisions. This Privacy Policy was last modified in June 2017.

### 6. Applicable law

Unless a specific local regulation sets forth to the contrary, the Privacy Policy is governed by the laws of the Commonwealth of Massachusetts in the United States of America.

### 7. User Rights

Users have the right to access, rectify, erase, block and oppose any processing of their personal data. Moreover, Users may at any time withdraw their consent to the processing of their personal data and information. This withdrawal will not have retroactive effects but may prevent providing the Services. The above is without prejudice to provisions of Spanish applicable law enabling conservation of data for the purpose of defending the responsibility of TtC and complying with mandatory legal obligations. The aforementioned rights may be

effective by contacting us at [support@andara.bi](mailto:support@andara.bi) or at Tribe Trading Co LLC, 749 Head of the Bay Rd. 15-D, Bourne, MA, 02532, USA.

## ADDITIONAL INFORMATION FOR REGISTERED USERS

### 1. Data Collection

**Registration:** If you require access to or use of the TtC Product or Services, We require you to register with TtC as a user ("Registered User") and we will collect your name, surname, email address, username and password. Responses to questions about personal data on registration are obligatory and if they are not provided, an account cannot be created.

**Online service data:** In addition, when activated by the user, in order to connect with your cloud accounts via TtC (Box.com), and to access and use data from such accounts requested by the user for the Services, we will request you to provide your cloud account logon or authentication data.

It is forbidden to submit any personal data that contains sensitive data that is relative to identifiable persons such as:

User's and or third party's racial origin, membership in a trade union, religion, ideology and sexual life;  
User's and or third party's health, unless it proves necessary in order to assert any handicap or disability situation for labour purposes; or  
User's and or third party's relative to the commission of criminal offenses or proceedings and associated penalties or fines.

You guarantee that the personal information provided is true, accurate and up to date according to your current situation. You hereby acknowledge that you are exclusively responsible for any inaccuracy, falsity or error in any submitted personal data and information and may be held liable for any damages whatsoever caused to TtC, by virtue of using our services.

### 2. Data Use

The data we collect is used for the provision and management of your account and the Services provided to You (as described in the General Terms and these Registration Terms), development of our professional contact with You and for the management of any newsletters, notification emails or commercial communications in general about the Services and products and any new features, offers or promotions offered by TtC, access to your third party accounts for retrieving data for the Services, compliance with the Terms of Service and other legal communications. Registered users may also be sent notification emails and publicity material including third party advertisements relating to the Service.

### 3. User consent

By completing the register form at the app or Website and submitting your personal data, You declare to have read and accepted the terms of this Policy. Without prejudice to the generality of the foregoing, You expressly and unequivocally consent to:

the collection and processing of your professional contact details by TtC in accordance with the indicated purposes established by TtC and this Policy;  
the processing of your data outside the European Economic Area by third party data processors (e.g. for the purpose of providing professional services to us such as hosting or database management services); and  
the reception of commercial e-mails from TtC, in accordance with the applicable laws on Information Society Services and Electronic Commerce.  
the communication of the data to other site Users outside the European Economic Area at the request of the User.  
The use of your access/authentication data to retrieve data (read only) from the third party cloud accounts you have indicated to us in the profile and settings panel.

Your consent to personal data collection and processing may be revoked, without retroactive effects, in accordance to Sections 6 and 11 of Spanish Data Protection Basic Law 15/1999.

### 4. Data disclosure

TtC warrants that it treats your personal data with strict confidentiality in accordance with applicable law. However there are some situations in which TtC shall disclose any personally identifiable and/or non personally identifiable information about you or your use of our Services, in compliance with a legal obligation or in order to correctly deliver its Services or perform other obligations in accordance to the applicable regulations and rules set forth in the [Terms of Service](#).

In particular, Registered Users instruct and authorize us to disclose certain personal information and the information on their personal andara dashboards when they publish their dashboards to the other Users within or outside the same group of company, and within or outside the EEA. In doing so TtC is acting in accordance with the Users' instructions and such disclosure is under the Users' sole responsibility.

### 5. Conditions of Use of User Data by other Users

When activated by the Registered User, sharing its data with third parties (by obfuscated link or other technical means) is hereby authorized in relation to the determined parties to whom the Registered User provides such sharing mechanism. In such case, any User of the Services who is provided with or has access to personal data of other Users or persons ("Receiving User") expressly agrees to:

Process and use the data in accordance with the terms set forth herein and only for the explicit purposes of the Services, or otherwise with the consent of the User. Not to transfer any personal data relating to any individual that has not been expressly authorized by that person or this Policy. Protect the confidentiality of any accessible personal data and avoiding access by any unauthorized third person. Inform TtC within 24 hours about any problem arisen in relation with user data management.

The Receiving User agrees to be responsible for any illegal use by them of the Users' data. In regard to this clause, illegal use is to be construed to include any use contrary to the applicable data protection laws and/or in violation this Privacy Policy.

#### 6. Commercial Communications

If you do not wish to receive information from this Website you can expressly opt out by sending a notification to [support@andara.bi](mailto:support@andara.bi).

#### 7. Data security

TtC has adopted necessary technical and organizational measures to preserve and protect your personal information from unauthorized use or access and from being altered, lost or misused, taking into account the technological state of art, the features of the information stored and the risks to which information is exposed. However, due to the nature of the information and related technology, we cannot ensure or guarantee the security of your personal information and expressly disclaims any such obligation. If we learn of a security breach, then we will attempt to notify You electronically so that You can take appropriate steps.

#### 8. TtC as data processor

In submitting any third party personal data within the context of the Services ("Third Party Data"), the parties agree that User shall be the Data Controller and Users appoint TtC as a Data Processor of such data, for the purpose of providing the Services. To the extent that TtC is a "Data Processor" for the Users in respect of such Third Party Data, TtC shall:

Implement appropriate technical and organizational measures to safeguard the Third Party Data against any unauthorized or unlawful access, loss, destruction, theft, use or disclosure. TtC implements basic level security in accordance with Spanish RD 1720/2007. If higher levels of security are required, please contact us. User warrants to and instructs TtC that unless expressly indicated in writing, basic level security measures are legally sufficient for the protection of such third party personal data.

Limit access to the Third Party Data only to those employees who need to know it to enable the Processor to perform the Services, and shall take appropriate steps to ensure the reliability of those of its employees or subcontractors who have access to such Third Party Data.

Only process the personal data as specified by this Agreement and in accordance with the instructions of the User, and will not use the Third Party Data for any purposes other than those related to the performance of the Services or pursuant to the written instructions of the User.

Upon the expiry or termination of this Agreement, or upon request of the registered User, cease any and all use of the Third Party Data and will destroy or return it to the User.

Not disclose the Third Party Data to any third party without the prior written consent of the User. Such consent is granted on, for example, the User's instruction to share a dashboard with third parties (public or within a restricted group).

TtC as Data Processor may provide access to a subcontractor processor to any such Third Party Data if it reasonably considers such access and processing necessary to the performance of the Services. In the event of such access and before the access takes place, TtC shall ensure that an agreement with the third party is in place which is sufficient to require it to treat personal data in accordance with the applicable provisions of this Agreement and applicable law. In particular, Users authorize TtC to subcontract the provision of technology and commercial services to members of its corporate group, as well as (but without limitation) Linode LCC, member of the US Safe Harbor program for the protection of personal data.

Data Processor shall provide Users with reasonable assistance in the event that the Customer receives a request from an individual or regulator under the data protection laws, provided that Users shall first use all reasonable endeavors to resolve the request without the assistance of TtC and TtC shall promptly notify Users of any such request received by TtC that should properly have been addressed to the Users.

User warrants that it has all the appropriate consents from data subjects whose personal data are submitted to TtC in the course of the provision of the Services. User will indemnify and keep TtC harmless from all claims, damages and losses it may suffer relating to or arising out of the processing of third party personal data submitted to TtC systems during the course of the provision of the Services.

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