

Terms of Service

These terms and conditions (“Terms”) govern the access to and use of products and services belonging to Tribe Trading Co LLC or any successor company of its interest and/or assets (“TtC”), and any information, text, graphics, or other materials uploaded, downloaded or appearing on the product and services (both defined below) made available to users (“You” or “User/s”) at the Apple App Store and andara.bi (“Website”).

Please read these Terms carefully. Use of the product and services indicates that you agree to be bound by these Terms (which include by reference our [Privacy Policy](https://andara.bi/Privacy.pdf), at andara.bi/Privacy.pdf). Please also check these Terms from time to time as they may be updated and modified by TtC. New features that may be added to the Product and services shall be subject to the Terms. Terms which have been accepted through registering into the product continue unaffected notwithstanding any change in brand, social denomination or ownership of the same. Continued use of the Product and/or TtC’ services after any such modifications have been made, indicates your agreement to such update. Breach of any part of the Terms will result in suspension or termination of your account.

For any information about TtC or its products and services, please contact us at support@andara.bi.

A. Definitions

“Product” refers to the “andara” web app available through a SaaS subscription and the app for iPad available at Appstore exclusively owned by TtC.

“Services” refers to the packages provided by TtC in relation to the Product, which facilitate the User’s access to described features in the app.

“Templates Marketplace” is one of the services that provide with templates by role and by industry to the users, this templates are designed by TtC and their certificated partners.

“User” refers to any corporate entity, business, organization or independent user who intends to benefit from the access and use of the Product and Services.

“Account” refers to the User account for the use of the Product and Services.

“Account setting” refers to the process where the registered User may set and control who views its own Content.

“Allowed Use” refers to the permitted use of “andara” from either a SaaS subscription or the iPad app. A user shall only use andara for its intended business purpose and not copy, version, replicate, or resell andara or the product in any form.

B. Product and Subscriptions to Services

You may gain access to “andara” and be able to customize with your own settings to your required data by subscribing to the TtC Services through the app by registering and creating an account according to the conditions on this page. By registering, by clicking on the create account button you are stating that you agree to be bound by the terms of Account and these Terms (which include by reference our [Privacy Policy](https://andara.bi/Privacy.pdf), at andara.bi/Privacy.pdf). At no time shall a user operate andara outside the allowed use terms stated above.

C. General Terms applicable to the Website, Product and Services

1. Disclaimers of Warranties

The Services are a work in progress, and TtC reserves the right to modify, suspend, or discontinue the Service at any time for any reason. Unless a customer specifically removes their billing information as customer from the subscription payment portal we may reactivate or terminate your subscription and/or coupons to The Services, attempt to collect an invoice for previously provided services but is currently unpaid, or request updated payment information.

TtC may also make improvements and/or changes in the Website, Services or Product at any time. Except as established by mandatorily applicable law, your use of the Website, Services and Product, including any content, information or functionality contained within it, is provided “as is” and “as available” with no representations or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of the Services.

TtC makes no warranties regarding (i) your ability to use the Services, (ii) your satisfaction with the Services, (iii) that the Services will be available at all times, uninterrupted, and error-free (iv), the accuracy of mathematical calculations performed by the Services, and (v) that bugs or errors in the Services will be corrected.

2. Limitation of Liability

To the extent permitted by law, in no case is TtC, its affiliates nor its sponsors are responsible or liable for any direct or consequential loss, including without limitation, damages, loss of profits, loss of business goodwill or

reputation, business interruption, equipment failures or other damage or loss, arising out of or relating in any way to (i) the use or the inability to access to or use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service. Your sole remedy for dissatisfaction with the Service is to cease using the Service.

In any event, should any liability be found, TtC's maximum liability will be limited to the amounts received by TtC from you in the preceding 12 months.

TtC makes no warranties regarding (i) your ability to use the Services, (ii) your satisfaction with the Services, (iii) that the Services will be available at all times, uninterrupted, and error-free (iv), the accuracy of mathematical calculations performed by the Services, and (v) that bugs or errors in the Services will be corrected.

3. Indemnification

You agree to indemnify TtC, and its agents, directors, officers, employees and partners against any loss, liability or cost arising out of your violations of any of these Terms or of any applicable laws, rules or regulations in connection with your use of the Website, Product and/or Services.

4. Contact and notifications

By registering to use TtC you are opting into receiving our email notifications related to the Product. Our staff may contact you for information and service notifications relevant to your account. We may be required by law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our Website or delivering them to You through e-mail. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You have the right to request that we provide such notices to you in paper format, and may do so by contacting TtC at the address set out below.

In case that you purchase a template from our "Templates Marketplace" and this was provided by a third part (certificated partner of andara) we can share your information with this partner to allow the communications of news, updates and new services that would be of interest for the registered user.

If you do not wish to receive information from TtC you can expressly opt out by sending a notification to support@andara.bi.

5. Applicable law and jurisdiction

TtC and You as User, expressly accept that any conflict arising out of or in relation to the application, interpretation or performance of these Terms and the use of the Website and Services, will be submitted to the jurisdiction of the Commonwealth of Massachusetts in the United States of America.

These terms, our Privacy Policy (and our Registration terms applicable for the product and subscription to our Service) are the entire and exclusive agreement between TtC and You regarding the Services and supersede and replace any prior agreement between TtC and You regarding the Services. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

6. Contact

Any questions regarding the Terms of Service should be addressed to support@andara.bi.

The Service is operated and provided by Tribe Trading Co LLC, 749 Head of the Bay Rd. 15-D, Bourne, MA, 02532, USA.

Effective: June 2017