

Terms of Service

These terms and conditions (“Terms”) govern the access to and use of products and services belonging to Tribe Trading LLC or any successor company of its interest and/or assets (“TT”), 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, Google Play Store, <https://andara.bi> and <https://andara.ai> (“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 the privacy policy, visit <https://andara.bi> or <https://andara.ai>). Please also check these Terms from time to time as they may be updated and modified by TT without notice. New features or products may be added to the product and services without notice and shall be subject to the Terms. Terms which have been accepted through registering to the product(s) continue unaffected notwithstanding any change in brand, social denomination or ownership of the same. Continued use of the product(s) and/or service(s) 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. All sales are final no refunds and you agree to not issue chargebacks as defined by the credit card industry. All payment issues must be negotiated and validated through email support@andara.bi and account cancellations or changes can be made 14 days in advance of next billing cycle through the account customer portal and must be validated by email support@andara.bi or support@andara.ai.

For any information about TT or its products and services, please direct your inquiry to email support@andara.bi or support@andara.ai.

A. Definitions

“Product” refers to the “andara” web app modeling engine available through your subscription at andara.bi or andara.ai, mobile app(s) available at the Apple App and Google Play store as exclusively owned by TT.

“Services” refers to the packages provided by TT in relation to the Product(s), which facilitate the User’s access to computer processing of data as described features of the solution.

“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.

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

“Customer Account” refers to the customer portal and subscription payment access for 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 the web app or the mobile app. A user shall only use product and services for its intended business purpose and not copy, version, replicate, or resell andara or the product in any form. No sharing across multiple users for one app account.

B. Product and Subscriptions to Services

You may gain access to create an “andara” App Account and be able to customize with your own settings with your data by subscribing to a Customer Account and registering according to these terms of service. By registering, by clicking on the create or new account button you are stating that you agree to be bound to the se terms of service. (which include by reference the privacy policy. At no time shall a user operate andara outside the allowed terms.

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

1. Disclaimers of Warranties

The Services are a work in progress, and TT reserves the right to modify, suspend, or discontinue the Service at any time for any reason and is indemnified of any such damages resulting thereof. Unless a customer specifically requests to remove their billing information from the user email on the customer from the subscription payment portal or email to support@andara.bi TT may reactivate, make adjustments for payments or prepaids, change plans, or terminate your subscription and/or coupons to the Services, attempt to collect an unpaid invoice or request updated payment information and add a fee before expiration.

TT may also make improvements and/or changes in the Website, Terms, Services or Product at any time without notice. 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 and at no time or in any event shall TT be held liable for any damages as a result of use of product and services.

TT 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 TT, 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, TT would have no obligation to remedy damages related to such liability.

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3. Indemnification

You agree to indemnify TT, 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 product and services you are opting into receiving electronic communications from TT. Our staff may contact you for information and service notifications relevant to your account. TT 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, TT cannot be held liable if TT fails to notify you.

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

5. Applicable law and jurisdiction

TT 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 subject to private arbitration. The Terms will be enforced through arbitration without the ability for collective or class action by any or all users.

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 TT and You regarding the product and services and supersede and replace any prior agreement between TT and You regarding the product and 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 these Terms of Service or Privacy Policy should be addressed to email support@andara.bi or support@andara.ai.