

Tribal AI Terms of Service

These Terms of Service, as amended from time to time (these “**Terms**”) constitute a legally binding agreement between **Tribal AI, Inc.** (the “**Company**”, “**Tribal AI**” or “**We**”) and the user accessing or using the Company's generative AI software building solution (respectively, the “**User**” or “**You**” and the “**Platform**”).

IF YOU ACCESS OR USE THE PLATFORM ON BEHALF OF A COMPANY OR ORGANIZATION THAT HAS ENTERED INTO A SEPARATE AGREEMENT WITH US GOVERNING ACCESS TO OR USE OF THE PLATFORM (RESPECTIVELY, THE “**CUSTOMER**” AND THE “**CUSTOMER AGREEMENT**”), THEN THE CUSTOMER AGREEMENT SHALL GOVERN AND CONTROL WITH RESPECT TO SUCH ACCESS AND USE. TO THE EXTENT NO CUSTOMER AGREEMENT GOVERNS YOUR ACCESS TO OR USE OF THE PLATFORM: (I) THESE TERMS SHALL APPLY AND BE BINDING UPON YOU AND THE CUSTOMER DURING THE SUBSCRIPTION TERM (DEFINED BELOW); (II) YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH CUSTOMER TO THESE TERMS; AND (III) REFERENCES TO “**YOU**” IN THESE TERMS SHALL REFER TO BOTH YOU AND SUCH CUSTOMER, AS THE CONTEXT REQUIRES.

By acknowledging your consent to these Terms or otherwise use or access the Platform, you represent that you have read and agreed to the Terms.

1. The Platform

- 1.1. Subscription to the Platform. The Company shall make the Platform available to you during the Subscription Term solely for your own internal use as permitted by and subject to these Terms. The Platform may only be used by Users who are at least 18 years of age, can form legally binding contracts under applicable law, and are authorized to use the Platform in accordance with these Terms (and to bind Customer, if applicable). The right to use the Platform is limited, non-transferable, non-exclusive, non-assignable and non-sub-licensable.
- 1.2. Modification or Discontinuation of the Platform. The Company may change or update the Platform at any time, including the availability of any feature, content or database, and the Company may impose limitations or restrictions on certain features and services or on the access to the Platform (or any part thereof), without notice or liability. Furthermore, the Company may offer alternative or additional features to certain users that may not be offered to others.
- 1.3. Trial Service; Pre-Released Services. The Company may offer the Platform or any part(s) thereof on a free trial, alpha, beta or other pre-release basis. Any such access is provided solely for evaluation and testing, is provided “as is” and “as available,” and may be modified, limited or discontinued by the Company at any time. Notwithstanding Section 11 (Limitation of Liability), the Company’s total aggregate liability in connection with any trial or pre-release access shall not exceed US\$100. Company makes no promises that any trial service and/or pre-released services will be made available to you and/or generally available.

2. Registration to the Platform

- 2.1. Account Registration. In order to use the Platform, Users must register and create an account (the "**Account**"). The Company reserves the right to refuse your registration or to block your access to the Platform, at the Company's discretion unless otherwise agreed with the Customer.
- 2.2. Account Information. As part of the registration process, you may be required to provide us certain registration information (including, name, phone number, e-mail address, etc.) and to select a password. You hereby agree: (i) to provide the Company with accurate, complete, and updated registration information; (ii) that you are solely responsible for the activity that occurs on your Account; (iii) to keep your Account credentials secured; and (iv) to notify the Company immediately of any breach of security or unauthorized use of your Account. You will be solely responsible for any losses incurred by the Company or a third party, due to any unauthorized usage of the Account by you or any other person on your behalf.

3. Customer Data

- 3.1. License to Customer Data. While using the Platform, certain data may be uploaded or transferred to the Platform to be processed by the Platform on your behalf (the "**Customer Data**"). Customer Data may include data, information, files, documents and any other content that is uploaded or submitted, transmitted or otherwise made available, to or through the Platform by you or anyone using the Platform through your Account. As between you and the Company, all rights (including intellectual property rights) in all Customer Data shall remain at all times vested with you. You hereby grant the Company and its service providers a non-exclusive, worldwide, royalty-free, fully paid, sub-licensable right and license to access, use, process, copy, download, store, distribute and display Customer Data, solely for the purpose of maintaining and providing the Platform, preventing fraud or other misuse, satisfying any applicable law or legal process, enforcing these Terms, and protecting the rights, property or safety of the Company, its customers or the public, or otherwise as permitted by these Terms or otherwise in writing by you. You represent and warrant that: (i) you own or have all the necessary licenses, rights, consents, approvals and permissions to grant the Company the aforementioned right and license and to authorize the Company and its service providers to access, use, process, copy, download, store, distribute and display Customer Data in accordance with the Terms, and that such use does not infringe or violate any copyrights, privacy rights, publicity rights, trademarks or any other contractual, intellectual property or proprietary rights of any third party; (ii) Customer Data that you or anyone using the Platform through your Account submit, and any use thereof, do not and shall not violate any applicable laws, including those related to data transfer and export or any policies and terms governing such Customer Data; and (iii) you shall not submit via the Platform any sensitive or regulated data that is protected under special legislation or requires unique treatment, unless expressly agreed by the Company in writing. For clarity, Anonymous Information (defined below) shall not be deemed Customer Data.
- 3.2. Restrictions. You may not, and may not permit or aid others to upload, display, post, send, incorporate and/or contribute any Customer Data that: (i) infringes, violates, misuses

or otherwise interferes with any copyright, patent, trademark, trade secret or other right of any third party; (ii) is defamatory, abusive, harassing, threatening, racist, or constitutes an invasion of a right of privacy of another person, or is otherwise offensive, violent, vulgar, obscene, or otherwise harms or can reasonably be expected to harm any person or entity; (iii) is illegal or encourages or advocates illegal activity; (iv) posts or transmits any communication or solicitation designed or intended to obtain password, account, or private information from any third party; (v) contains viruses, trojan horses, worms, or any other computer programs designed to interrupt, destroy, or limit the functionality of the Platform or any system, computer software, hardware or telecommunications equipment; (vi) creates a false identity or impersonates another person; (vii) “stalks” or otherwise harasses another or is antisocial, disruptive, or destructive, including “flaming”, “spamming”, “flooding” and “trolling” as such terms are commonly understood and used on the internet; or (viii) violates any applicable local, state, national or international law or regulation. You are solely responsible for any violation of the aforementioned by you or anyone using the Platform through your Account and for any damage or loss to any other third party resulting therefrom.

4. Intellectual Property and Right to Use

4.1. Company Intellectual Property. All right, title and interest in the Platform, including without limitation, any content, materials, software, know-how, API, design, text, media, methodologies, artwork, names, logos, trademarks and services marks (excluding Customer Data), any and all related or underlying technology and any modifications, improvements, development or derivatives thereof, belongs to the Company and its licensors and these Terms do not convey to you any interest in or to the Platform, except for a limited right of use as set forth herein, terminable in accordance with these Terms.

4.2. Prohibited Use. You may not, and may not permit or aid others to: (i) use the Platform or any Work Product for any purpose other than the purpose explicitly set forth herein; (ii) copy, modify, alter, translate, emulate, create derivative works based on, or reproduce the Platform; (iii) give, publish, sell, distribute, assign, pledge or transfer (by any means), display, sublicense, rent, lease or otherwise share the rights granted under these Terms to any third party, including, but not limited to your affiliates, or use the Platform in any service bureau arrangement; (iv) reverse engineer, de-compile, decrypt, revise or disassemble the Platform or any part thereof, or extract source code from the object code of the Platform, or access or use the Platform in order to build a competing product or service; (v) bypass any measures the Company may use to prevent or restrict access to the Platform, and/or take any action intended to circumvent or disable the operation of any security feature or measure of the Platform; (vi) access the Platform or Company’s systems via any means other than through the interface provided by us, or via automated means, including by crawling, scraping, caching or otherwise; (vii) use the Platform in any manner that is illegal or not authorized by these Terms; (viii) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our service providers’) infrastructure; (ix) interfere or attempt to interfere with the integrity or proper working of the Platform; or (x) remove, deface, obscure, or alter Company's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary

rights affixed to or provided as part of the Platform; (xi) use the Platform to send unsolicited or unauthorized communications; (xii) use the Platform in connection with any high-risk or hazardous environments requiring fail-safe performance, including, without limitation, aviation, vehicles, marine equipment, rail systems, security, critical infrastructure, health services, nuclear facilities, weapon systems, or any other application in which the failure of the Platform could lead to severe damage; or (xiii) create multiple free accounts to bypass usage limits or other restrictions. You will be fully liable for the acts, omissions, or violation of these Terms by you or anyone using the Platform through your Account.

- 4.3. Feedback. You may provide the Company suggestions, comments or other feedback regarding the Platform (the “**Feedback**”), and such Feedback shall become the Company’s sole property without any restrictions. The Company may use any Feedback at its sole discretion, free from any right you or any third party may have and without any obligation towards you. You explicitly and irrevocably waive any and all claims relating to any rights in or to Feedback. You shall not provide the Company with any Feedback which infringes any third party right.
- 4.4. Work Product. As between the Company and you, the Company owns and retains all right, title and interest in the software, code, content and any other output generated by the Platform as a result of your use of the Platform, whether or not created by the Company or by an AI or large language model, and whether or not protected by copyrights or other intellectual property rights, to the fullest extent permitted by applicable law, excluding any proprietary Customer Data contained therein (collectively, the “**Work Product**”). The Company hereby grants you a non-exclusive, worldwide, royalty-free, fully paid, non-sublicensable, non-assignable right and license to access, use, copy, store, distribute, make derivatives of, and display the Work Product, insofar as the Company has such rights, solely for your internal purposes and to the fullest extent allowed under applicable law.
- 4.5. Reporting of Intellectual Property Infringements. The Company does not permit copyright infringing activities and infringement of intellectual property rights via the Platform. To file a copyright infringement notification, please send a written communication to hello@gotribal.ai and the Company will follow with additional instructions.

5. Privacy; Data Protection; Anonymous Information.

- 5.1. Privacy Policy; DPA. Customer acknowledges and agrees that the use of the Platform by the Customer and the Users is governed by the Company's Privacy Policy available at [Website Privacy Policy](#)(“**Privacy Policy**”).
- 5.2. Anonymous Information. The Company may collect, monitor and use Anonymous Information (defined below), inter alia to provide, develop, maintain, improve, demonstrate and market the Platform. “Anonymous Information” means information related to the use of the Platform, including information derived from Customer Data, which does not enable identification of an individual, such as aggregated data, metadata and analytic information about use of the Platform. Anonymous Information shall vest with the Company.

6. Third-Party Software and Services

- 6.1. Service Providers. You acknowledge that the Platform is hosted and made available by certain service providers of the Company (the "**Service Providers**"). The Company may remove, add or replace its Service Providers from time to time, at its sole discretion.
- 6.2. Third-Party Services. The Platform may contain links to other third-party services, including artificial intelligence service providers, or may enable you to access, engage and procure certain services and products provided by third parties with which you have entered into a separate engagement (the "**Third-Party Services**"). You acknowledge and agree that regardless of the manner in which such Third-Party Services may be presented or offered to you, Company does not endorse any such Third-Party Services and shall not be in any way responsible or liable with respect to any such Third-Party Services. In addition, some Third-Party Services or third party "open source" or "Free Software" components incorporated and/or otherwise related to your use of the Platform may be subject to third-party terms and conditions ("**Third-Party Terms**"). If there is a conflict between any Third-Party Terms and the terms of these Terms, then the Third-Party Terms shall prevail but solely in connection with the related third party open free software. The Company represents and warrants that it is in compliance with the notice and attribution aspects of the Third-Party Terms. Company bears no responsibility or liability for any Third-Party Services or related third-party terms, including their operability or interoperability with Company's service, security, accuracy, reliability, quality of offerings, or any acts or omissions by third parties. BY ACCESSING AND/OR USING THE THIRD-PARTY SERVICES, YOU ACKNOWLEDGE THAT YOUR ACCESS AND USE OF THE THIRD-PARTY SERVICES ARE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD-PARTY SERVICES ARE IN COMPLIANCE WITH YOUR REQUIREMENTS AND ANY APPLICABLE LAW OR REGULATION. The Service does not provide access to, endorsed or associated with any third party platform including Salesforce™.

7. Subscription; Payments

- 7.1. Subscription Term and Fees. If applicable, the Platform is provided on a subscription basis for the term specified when you subscribe to the Platform (the "**Subscription**" and the "**Subscription Term**"). During the Subscription Term you shall pay the Company the applicable fees presented to you in connection with your Subscription (the "**Fees**"). Unless expressly indicated otherwise, Fees are stated in US dollars. You hereby authorize the Company, either directly or through the Company's payment processing services, to charge the Fees via your selected payment method, upon the due date. The Company reserves the right to change the Fees at any time, upon notice to you, provided that any increase shall only become effective upon the end of the then-applicable Subscription Term.
- 7.2. Subscription Auto-Renewal. In order to ensure that you will not experience any interruption or loss of services, your Subscription shall automatically renew by default, unless canceled at least 30 days prior to its expiration, for a renewal period equal in time to the original Subscription Term (excluding any renewal period) at the then applicable Fee.
- 7.3. Taxes. The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these Terms (the "**Taxes**"), except for income tax imposed on the Company. If you are located in a jurisdiction which requires you to deduct or withhold

Taxes or other amounts from any amounts due to the Company, you shall notify the Company, in writing, promptly and the Company shall make efforts to avoid any such Tax withholding, provided, however, that in any case, you shall bear the sole responsibility and liability to pay such Tax and such Tax should be "grossed up" and added on top of the Fees payable by you.

- 7.4. Billing. All orders are final. Unless otherwise presented to you when you subscribe to the Platform, the Fees shall be paid in quarterly payments, by the end of each calendar quarter with respect to the next quarter. All Fees are non-cancelable and non-refundable, unless required by mandatory law. Delinquent payments may bear compounded interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full, without derogating from any right or remedy of the Company. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by the Company in collecting any payment.
- 7.5. Payment Method. A payment method of choice may be needed to complete an order, and the Platform will be available to you following successful completion of billing. You authorize the Company's payment processing services to continue to charge your selected payment method upon the beginning of each billing period for the agreed amount of such period, but failure to charge your selected payment method does not derogate from your payment obligation.

8. Termination

- 8.1. Termination for Cause. A breach of obligations by either party hereto which is not cured within 10 days from receiving notice thereof, shall entitle the non-breaching party to immediately terminate these Terms. Notwithstanding, if a party files for petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes or becomes subject to any action in furtherance of any of the foregoing, the other party will be entitled to terminate these Terms immediately.
- 8.2. Termination or Suspension by Company. Company may terminate or suspend your use of and access to the Platform (or any part thereof) immediately, without prior notice or liability, in each of the following events: (i) the Company believes, in its sole discretion, that you or any third party is using the Platform in a manner that may impose a security risk, may cause harm to the Company or any third party, and/or may create any liability to the Company or any third party; (ii) the Company believes, in its sole discretion, that you or any third party is using the Platform in breach of these Terms or applicable laws; or (iii) if the Company is unable to charge the Fees through your approved payment means or if any payment is or is likely to become, overdue. The aforementioned rights are in addition to any rights and remedies that may be available to the Company in accordance with these Terms and/or applicable law.
- 8.3. Termination by You. You may terminate your Subscription to the Platform by cancelling your Subscription, whereby termination will take effect at the end of the then-current Subscription Term and shall not derogate from your obligation to pay the applicable Fees for the Subscription Term.

- 8.4. Effect of Termination. Unless expressly indicated otherwise in these Terms, the termination or expiration of these Terms shall not relieve you from your obligation to pay due Fees. Upon termination or expiration of these Terms, your Subscription and all rights granted to you hereunder shall terminate, and you shall cease to have access to the Platform or Customer Data. If requested by you in writing no later than 15 days following termination, the Company shall provide you with the Customer Data then held by the Company, if any, in a standard format and media, or delete all Customer Data in its possession. The Company may retain copies of Customer Data which are automatically created for back-up purposes and other Customer Data which is required to be maintained pursuant to the Company's data retention policies, provided that the confidentiality obligations shall continue to apply to such data. Following the aforesaid 15-day period, the Company may delete all Customer Data without retaining any copy.
- 8.5. Survival. All the provisions of these Terms which by their nature should survive termination (including, without limitation, confidentiality, ownership and intellectual property, warranty disclaimers, indemnification obligations and limitations of liability) shall remain in full force and effect following termination thereof, for any reason whatsoever. Termination of these Terms shall not relieve you from any obligation arising or accruing prior to such termination or limit any liability which you otherwise may have to the Company.

9. Confidentiality

- 9.1. Confidential Information. For purposes of these Terms, the term "**Confidential Information**" shall mean any and all non-public business, product, technology and marketing data and information, whether written, oral or in any other medium disclosed or otherwise provided by either party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information which the Receiving Party can prove: (a) is publicly available at the time of disclosure or subsequently becomes publicly available through no act or omission of the Receiving Party in breach of these Terms; (b) is already known to the Receiving Party at the time of disclosure; (c) is disclosed to the Receiving Party by a third party who is not, to the knowledge of the Receiving Party, in breach of an obligation of confidentiality; (d) was or is independently developed by the Receiving Party without use of or reliance upon the Confidential Information; or (e) is compelled to be disclosed pursuant to a court order, provided the Receiving Party has provided the Disclosing Party prompt notice thereof (if legally permissible), and, at the request and expense of the Disclosing Party, uses reasonable efforts to limit such disclosure to the extent requested.
- 9.2. Confidentiality Obligations. Receiving Party undertakes and warrants that: (i) it shall hold the Confidential Information of Disclosing Party in confidence and shall take all reasonable steps to safeguard and protect the Confidential Information including, without limitation, those steps that it takes to protect its own Confidential Information of a similar nature; (ii) it shall not disclose or otherwise provide any Confidential Information to any third party without the prior written consent of the Disclosing Party, except to those of its employees who have a need to know such Confidential Information for the purpose of fulfilling its

obligations under these Terms and provided that such employees are bound by written confidentiality obligations which are at least as restrictive as those contained herein; and (iii) it shall not copy or use the Confidential Information for any purpose except to the extent required to perform its obligations, or exercise its rights, hereunder, whilst maintaining the Disclosing Party's interests.

10. Warranty and Disclaimer

- 10.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLATFORM AND ANY WORK PRODUCT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND RESULTS IS SOLELY WITH YOU.
- 10.2. EXCEPT AS EXPLICITLY SET FORTH HEREIN, THE PLATFORM AND ANY WORK PRODUCT ARE SUPPLIED "AS IS", AND WITHOUT WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, COMMON LAW OR OTHERWISE. COMPANY DOES NOT WARRANT THAT THE USE OF THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR SPECIFIC REQUIREMENTS OR EXPECTATIONS, OR THAT ANY WORK PRODUCT, INFORMATION OR ADVICE OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY OR IMPOSE ANY LIABILITY NOT EXPRESSLY STATED IN THESE TERMS.
- 10.3. COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PLATFORM AND/OR ANY WORK PRODUCT AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY, NON-INFRINGEMENT OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE.
- 10.4. YOU ACKNOWLEDGE THAT, DUE TO THE NATURE OF ARTIFICIAL INTELLIGENCE SERVICES, WORK PRODUCT GENERATED BY THE PLATFORM MAY NOT BE UNIQUE AND OTHER USERS MAY RECEIVE THE SAME OR SIMILAR WORK PRODUCT. WORK PRODUCT MAY CONTAIN ERRORS, OMISSIONS, INACCURACIES, BIASES, OR OTHER LIMITATIONS, AND SHOULD NOT BE RELIED UPON AS A SUBSTITUTE FOR PROFESSIONAL ADVICE, INDEPENDENT JUDGMENT, OR YOUR OWN REVIEW. ALL CUSTOMER DATA SUBMITTED TO OR THROUGH THE PLATFORM WILL BE PROCESSED USING AI TOOLS PROVIDED BY THIRD PARTIES IN ACCORDANCE WITH THEIR RESPECTIVE TERMS AND POLICIES. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, APPROPRIATENESS, AND LEGALITY OF ANY WORK PRODUCT BEFORE USING, SHARING, OR RELYING ON IT. YOU ARE RESPONSIBLE FOR MAINTAINING BACKUP COPIES OF CUSTOMER DATA. THE PLATFORM DOES NOT PROVIDE, AND IS NOT INTENDED AS, A DATA BACK-UP SERVICE AND THE COMPANY SHALL NOT BE LIABLE FOR ANY DATA LOSS.

11. Limitation of Liability

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- 11.1. IN NO EVENT SHALL COMPANY, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, MEMBERS OR EMPLOYEES BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY: (I) SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT; (II) LOSS OF DATA, INFORMATION, GOODWILL, PROFITS, SAVINGS, OR PURE ECONOMIC LOSS; AND/OR (III) THE FAILURE OF INDUSTRY STANDARD SECURITY MEASURES AND PROTECTIONS, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.
- 11.2. YOU SPECIFICALLY AGREE THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY UNLAWFUL, EXPLICIT OR OTHERWISE OBJECTIONABLE CONDUCT OF ANY OTHER PARTY ON OR THROUGH THE PLATFORM, OR FOR ANY INFRINGEMENT OR VIOLATION OF YOUR RIGHTS BY ANY OTHER PARTY, INCLUDING, WITHOUT LIMITATION, PRIVACY RIGHTS.
- 11.3. TO THE EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY FOR ALL DIRECT CLAIMS, DAMAGES AND LOSSES (WHETHER IN CONTRACT, TORT OR OTHERWISE), IS LIMITED TO THE FEES PAID TO THE COMPANY FOR USE OF THE PLATFORM IN THE SIX MONTHS PRECEDING THE CAUSE OF THE CLAIM. THE FOREGOING LIMITATIONS IN THIS SECTION 11 SHALL NOT APPLY TO: (A) YOUR PAYMENT OBLIGATIONS UNDER THESE TERMS; (B) YOUR INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS; (C) YOUR BREACH OF THE PROHIBITED USE OR RESTRICTIONS PROVISIONS OF THESE TERMS; OR (D) EITHER PARTY'S WILLFUL MISCONDUCT OR FRAUD.

12. Indemnification. You shall defend, indemnify, and hold harmless the Company and its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, loss, reasonable expense or costs incurred as a result of any third party claim (i) related to Customer Data, including the use of Customer Data by Company and/or any of its subcontractors, that infringes or violates any third party's rights, including, without limitation, intellectual property, privacy and/or publicity rights; or (ii) by you or anyone using the Platform through your Account.

13. Miscellaneous

- 13.1. Compliance. You are solely responsible for your compliance and the compliance of anyone using the Platform through your Account with applicable laws.
- 13.2. Amendments. The Company reserves the right to change these Terms at any time by posting a new version on its website. In the event of a material change adversely affecting you, Company shall notify you by posting a notice on the Platform or on the Company's website, or by sending you an email. Any such modifications shall become effective immediately upon posting.
- 13.3. Export Control. With respect to any U.S. or foreign export controls, laws and regulations (the "**Export Controls**"), you agree and confirm that: (i) you are not located in, and shall not use, export, re-export or import the Platform (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) you are solely responsible for complying with applicable Export Controls which may impose additional restrictions, prohibitions or requirements on the use of the Platform.

- 13.4. Customer's Reference. Customer acknowledges and accepts that Company has the right to use Customer's name and logo to identify Customer as a customer of Company or user of the Platform, on the Site, marketing materials or otherwise by public announcements. Customer may revoke such right, at any time, by contacting Company at hello@gotribal.ai.
- 13.5. Force Majeure. Neither Company nor you will be liable by reason of any failure or delay in the performance of that party's obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.
- 13.6. Governing Law; Jurisdiction. These Terms and their performance shall be governed by the laws of the State of Delaware, without regard to conflict of laws' provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit to the exclusive jurisdiction of the courts of Delaware.
- 13.7. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAWS, YOU AND COMPANY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless you and the Company agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- 13.8. Entire Agreement. These Terms (and the other terms, agreements and policies referenced herein) constitute the entire agreement between you and the Company with respect to your use of the Platform, and supersede all prior or contemporaneous understandings regarding such subject matter, except that any Customer Agreement shall govern and control over these Terms.
- 13.9. Assignment. Company may assign at any time any of its rights and/or obligations hereunder to any third party without your consent. You may not assign any of your rights or delegate any obligations hereunder, in whole or in part without the prior written consent of Company, and any attempt by you to do so shall be deemed null and void.
- 13.10. Relationship of the Parties; No Third-Party Beneficiaries. The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to these Terms.
- 13.11. Severability. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it valid, enforceable and legal.
- 13.12. No Waiver. The failure of the Company to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed by Company in writing.

For any questions or queries about these Terms or our Platform in general, please do not hesitate to contact us via e-mail hello@gotribal.ai or postal mail (to the following address: 1209 Orange Street, in the City of Wilmington, County of New Castle zip code 19801).

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