

Terms of Service

1. Acceptance of the Terms of Service

Welcome to TndrBOX (a.k.a. "we" or "us" or the "Company"). We are excited to have you as user and member. The following terms and conditions (collectively, these "Terms of Service") apply to your use of TndrBOX including any content, functionality and services offered on or via TndrBOX (the "Website"). The Terms of Service also include our Privacy Policy, that you can review here: www.tndrbox.net/privacy-policy.html. We want to keep our relationship with you as lean and informal as possible, but please read the Terms of Service carefully before you start using TndrBOX, because by using the Website you accept and agree to be bound and abide by these Terms of Service. Should you disagree with any of the provisions herein, you must leave the Website, but please let us know at support@tndrbox.net. We'll be happy to hear your comments and suggestions.

2. Changes to the Terms of Service and the Website

TndrBOX reserves the right to update the Website and these Terms of Service from time to time, at our discretion and without notice. Nevertheless, this document is public on tndrbox.net, and you will be able to track the changes for any new version. Your continued use of the Website following the publishing of updated Terms of Service means that you accept and agree to the changes.

3. Accessing the Website, Security and Privacy

We're working hard on improving TndrBOX, but we can't guarantee that the Website will be up and running 24/7. We also reserve the right to suspend or restrict access to some features to users. In any case, we will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period, nor for any data loss. To access certain features of the Website you have to register or Signup or Join by entering your email and in some cases by choosing a password as part of our security procedures. You must treat such information as confidential, not disclosing it to any third party. There is a password reset procedure in case you forget your password, but please notify us of any breach of security. We highly recommend to choose a strong password and you log out from your account at the end of every session. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. In the future, you may be asked to provide certain registration details or other information. As custom for internet websites, we reserve the right to disable any user account, at any time in our sole discretion for any or no reason, including, if in our opinion you have failed to comply with any provision of these Terms of Service. We do not guarantee that the Website or any content provided on the Website is error free. We manage your personal data according to our Privacy Policy, that you can review in detail here: www.tndrbox.net/privacy-policy.html.

4. Purchase of the TndrBOX Service

If you agree to pay the fee for access to the applicable TndrBOX Service, such fee will be charged by the company designated by TndrBOX in accordance with the payment method you have chosen for your purchase. If you are paying by credit or debit card, by designating a card to be billed, you confirm that you are authorized to make such purchase and that you are the holder of such card (i.e. that the card is issued in your name). All prices stated on the TndrBOX Websites are inclusive of any applicable sales taxes and fees. TndrBOX accepts a variety of different payment methods, so please check the TndrBOX Website for the best way for you to pay.

5. Prices

TndrBOX may change the price for the TndrBOX Paid Service from time to time. In respect of the TndrBOX Paid Service, such changed price will take effect after the expiry of the then current paid for period (i.e. the term that you have already paid for). Any price change will be communicated to you at least 14 days in advance so that you have an opportunity to elect to not renew. If you do not wish to be bound by such changed price relating to your TndrBOX Paid Service you may terminate your subscription of your TndrBOX Paid Service in accordance with Section 8 (Term and termination). Your continued use of the TndrBOX Paid Service after the communication of such price change to you constitutes an acceptance of such new price.

6. Automatic subscription renewal

Your subscription to the TndrBOX Paid Service will automatically renew at the end of each subscription term unless you terminate your subscription prior to the end of such subscription term in accordance with Section 8 (Term and termination). Such renewal will always be for a monthly subscription term, even if the previous subscription term was for a longer period. At the time of renewal the payment method you have designated to be charged for the purchase of the TndrBOX Paid Service will automatically be charged our then current fees for the applicable subscription.

7. Disclaimer of Warranties, Limitations of Liability and Indemnification.

Your use of TndrBOX is at your sole risk. The service is provided "as is" and "as available". We disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We are not liable for damages, direct or consequential, resulting from your use of the Website, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of any third-party's rights. You acknowledge that you have only a limited, non-exclusive, nontransferable license to use the Website. Because the Website is not error or bug free, you agree that you will use it carefully and avoid using it ways which might result in any loss of your or any third party's property or information.

8. Term and termination

This Agreement will become effective in relation to you when you create a TndrBOX account or when you start using the TndrBOX Service and will remain effective until terminated by you or TndrBOX. You may cancel your subscription of the TndrBOX Paid Service at any time and TndrBOX will return to you any advance payments you have made for the period beyond the agreement was terminated. TndrBOX reserves the right to terminate this Agreement or suspend your TndrBOX account at any time in case of unauthorized, or suspected unauthorized use of the TndrBOX Service whether in contravention of this Agreement or otherwise. If TndrBOX terminates this Agreement, or suspends your TndrBOX account for any of the reasons set out in this section, TndrBOX shall have no liability or responsibility to you, and TndrBOX will not refund any amounts that you have previously paid.

9. Intellectual property

TndrBOX respects intellectual property rights, and expects you to do the same. The TndrBOX Service and the content provided through the TndrBOX Service is the property of TndrBOX or TndrBOX's licensors and protected by intellectual property rights (including but not limited to copyright), and you do not have a right to use the TndrBOX Service (including but not limited to its content) in any manner not covered by the Agreement. Furthermore, you must not infringe any third party's intellectual property rights in using the TndrBOX Service. Further, you may not remove or alter any copyright, trademark or other intellectual property notices contained on or provided through the TndrBOX Service.

10. Copyright infringement and take down

If you are a copyright holder who believes that any of the products, services or content which are directly available via the TndrBOX Websites are infringing copies of your work, please let us know. Pursuant to The Digital Millennium Copyright Act, 17 United States Code 512(c)(3), a notice of alleged copyright infringement should be sent to TndrBOX's at the following address: TndrBOX Attn: Legal Department, 2751 Barrington Ter, Fremont, CA 94536 support@tndrbox.net. A notification of claimed copyright infringement must be addressed to the address listed above and include the following: A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed; Specific identification of each copyrighted work claimed to have been infringed; A description of where the material believed to be infringed is located on TndrBOX Service or the TndrBOX Websites (please be as detailed as possible and provide a URL to help us locate the material you are reporting); Contact information for the complaining party, such as a complete name, address, telephone number, and email address; A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and A statement that the information in the notification is accurate, and under penalty of perjury, that the

complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

11. Technology limitations and modifications

TndrBOX will make reasonable efforts to keep the TndrBOX Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. TndrBOX reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the **TndrBOX** Service with or without notice.

12. Assignment

TndrBOX may assign this Agreement or any part of it without restrictions. You may not assign this Agreement or any part of it to any third party.

13. Entire agreement

This Agreement together with the TndrBOX Privacy Policy, (the Agreements) constitutes all the terms and conditions agreed upon between you and TndrBOX and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of these Agreements in any written or oral communication from you to TndrBOX are void. You agree and accept that you have not accepted the terms and conditions of this Agreement in reliance of or to any oral or written representations made by TndrBOX not contained in this Agreement.

14. Severability

Should for any reason or to any extent any provision of this Agreement be held invalid or unenforceable, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of this Agreement and the application of that provision shall be enforced to the extent permitted by law.

15. Mandatory arbitration; exceptions to mandatory arbitration, waiver of class action rights; limitations period; venue and choice of law

i. You and TndrBOX agree that any dispute, claim or controversy arising out of or relating in any way to the TndrBOX Service or your use thereof, including our Agreement, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and TndrBOX are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of this Agreement and the termination of your TndrBOX subscription. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary

Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA Rules"), as modified by this Agreement, and as administered by the AAA. ii. You and TndrBOX agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the TndrBOX Service are NOT subject to mandatory arbitration. Instead, you and TndrBOX agree that the preceding claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by Courts of competent jurisdiction in California, and that applicable California and/or Federal law shall govern, without regarding to choice of law principals. iii. YOU AND TNDRBOX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, the arbitrator shall not consolidate any other person's claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief. iv. Any arbitration must be commenced by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules. v. You and TndrBOX agree that this Agreement involves interstate commerce and is subject to the Federal Arbitration Act. You and TndrBOX further agree that applicable laws of the State of California shall exclusively govern any dispute without regard to choice or conflicts of law rules. The sole and exclusive venue for the resolution of any dispute, whether or not subject to mandatory arbitration as described above, shall lie in Fremont, California.

16. English version prevails

In the event that this Agreement is translated into other languages and there is a discrepancy between the two language versions, the English language version shall prevail to the extent that such discrepancy is the result of an error in translation.