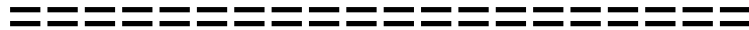


Terms and Conditions



Last updated: September 06, 2017

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with <https://www.twiga.io> website (the "Service") operated by Twiga SAS ("us", "we", or "our").

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Ce Service est disponible pour les sites ayant un maximum de 1 million de pages vues par mois, dans le cas où nos équipes constatent un volume supérieur ou entraînant une dégradation des performances de la solution, la société Twiga se réserve le droit de suspendre le compte et l'abonnement associé. Vous pouvez consulter l'offre dédiée aux grands comptes: <https://plus.twiga.io/>

This Service is only available for websites who have a maximum of 1 million page views per month, if your website is in this case please refer to Twiga plus: <https://plus.twiga.io/>
If our support team tracks a higher volume of pageviews that generate a decline in performance Twiga reserves the right to end your account and your subscription.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly basis.

At the beginning of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Twiga SAS cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Twiga SAS customer support team.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Twiga SAS with accurate and

complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Twiga SAS to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Twiga SAS will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Free Trial

Twiga SAS may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You will require to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Twiga SAS until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Twiga SAS reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Fee Changes

Twiga SAS, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Twiga SAS will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Certain refund requests for Subscriptions may be considered by Twiga SAS on a case-by-case basis and granted in sole discretion of Twiga SAS.

Accounts

When you create an account using Twiga App, you must provide Twiga information that is accurate, complete, current at all times and that will allow us to contact you. Invoices will be billed using the information declared while you subscribed and can't be modified afterwards. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Twiga SAS and its licensors. The Service is protected by copyright, trademark, and other laws of both the France and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Twiga SAS.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Twiga SAS.

Twiga SAS has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Twiga SAS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply deactivate your access Keys on the platform.

Limitation Of Liability

In no event shall Twiga SAS, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Twiga SAS its subsidiaries, affiliates, and its licensors do not warrant that
a) the Service will function uninterrupted, secure or available at any particular time or location; b) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of France, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us using available forms on twiga.io or plus.twiga.io