

Tribe Terms and Conditions

These Terms and Conditions ("Terms", "Terms and Conditions") govern your use of and relationship with the Tribe App and any associated services (the "App", "Tribe", "Services") operated by Tribe Labs Ltd ("us", "we", or "our").

Your access to and use of Tribe is conditioned on your acceptance of and compliance with these Terms.

Intellectual Property

All content published and made available on our App is the property of Tribe and the App's creators. This includes, but is not limited to text, logos, images, videos, downloadable files and anything that contributes to the composition of our App.

Acceptable Use

As a user of our App, you agree to use our App legally, not to use our App for illegal purposes, and not to:

- Use offensive or inappropriate language in your username or anywhere you are able to post text, including but not limited to feedback and support channels.
- Harass or mistreat other users of our App;
- Violate the rights of other users of our App;
- Violate the intellectual property rights of the App owners or any third party to the App;
- Hack into the account of another user of the App; or
- Act in any way that could be considered fraudulent.

If we believe you are using our App illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our App. We also reserve the right to take any legal steps necessary to prevent you from accessing our App.

Accounts

When you create an account on our App, you agree to the following:

- You are solely responsible for your account and the security and privacy of your account, including sensitive information attached to that account; and
- All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our App illegally or if you violate these Terms and Conditions.

User Content

Tribe allows approved users to post scores, result data, and other match information data such as, but not limited to, match times, lineups, and participants to the app. By posting scores, result data, or any other match information or data to Tribe, the user grants Tribe full ownership of that score data, result data, or any other match information or data. For the avoidance of doubt, ownership includes Tribe's ability to display and use the data in any Tribe products, as well as reproduce, distribute, and sell that data to third parties. No data beyond the score data, result data, or any other match information or data may be utilised by Tribe, including but not limited to any user data, which shall remain the sole property of the user.

Links to Other Websites and Apps

Our App may contain links to third party websites, apps or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our App. It is your responsibility to read the terms and conditions and privacy policies of these third party websites, app or services before using these sites or services.

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 App will immediately cease. If you wish to terminate your account, you may simply discontinue using the App, or contact us.

Limitation of Liability

In no event shall Tribe Labs Ltd, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for actions, claims, losses, damages, liabilities and expenses including legal fees, 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 App; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the App; 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.

Indemnity

Except where prohibited by law, by using this App you indemnify and hold harmless Tribe and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our App or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of New Zealand.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our App and the way we expect users to behave on our App. We will notify users of any changes to these Terms and Conditions by putting a notice in our App.

Payments, Subscriptions, and Refunds

Tribe has support options consisting of subscriptions and one-off payments. Users can choose between a monthly subscription, or a one-off payment. While we make every effort to ensure the continued operation of Tribe, we cannot make any guarantee regarding future access to the App.

Payment will be charged via the iTunes App Store or Google Play upon confirmation of purchase. Subscriptions automatically renew unless auto-renew is turned off at least 24-hours before the end of the current period. Accounts will be charged for renewal within 24-hours prior to the end of the current period, at the original cost. Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings on their phones after purchase.

Contact Details

Please contact us if you have any questions or concerns. You can contact us via email at: support@tribesportsapp.com, or you can contact us through the feedback options available in the App.

These Terms and Conditions were last updated on: 25th May 2021