

TERMS AND CONDITIONS

1. Acceptance of Terms

By accessing or using Tagalitics (hereinafter referred to as "the Platform"), you agree to be bound by these Terms and Conditions ("Terms").

2. Description of Service

Tagalitics is a data analytics platform that provides users with real-time monitoring and analysis of key metrics. See current subscription plans in <https://tagalitics.com/pricing/>. The Platform may also offer additional features and services, which may be subject to additional terms and conditions.

3. Service terms:

a) Pricing Flexibility: Please note that the prices for Tagalitics subscription plans may vary. If you don't accept the variation, you may cancel your membership. We reserve the right to change the prices at any time without prior notice. See more details at <https://tagalitics.com/pricing/>

b) Payment: Customer authorizes us to make monthly charges to the payment method input by customer on the payment processors's page, adhering to the payment processor's terms and conditions as well. Monthly payment is required to maintain uninterrupted service access. Failure to perform it will result in the suspension of service. Service will be restored when your account is back to date. Membership will continue until user cancels the monthly payment. For some payment methods, the payment processor may include additional charges such as foreign transaction fees or other charges related to the processing.

4. User Accounts

In order to access certain features of the Platform, you may be required to create a user account. You are responsible for maintaining the confidentiality of your account credentials and for any activity that occurs under your account. Before purchasing any subscription to Tagalitics, the purchaser agrees that they have already secured the necessary administrative rights on all platforms required for the effective operation of the service.

5. Use of the Platform

You agree to use the Platform only for lawful purposes and in accordance with these Terms. You may not use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform.

6. Intellectual Property

All content, features, and functionality available on the Platform are the exclusive property of Tagalitics and are protected by copyright, trademark, and other intellectual property laws.

7. Privacy Policy

Your use of the Platform is also governed by our Privacy Policy, which outlines how we collect, use, and disclose your personal information. By using the Platform, you consent to the collection and use of your information as described in the Privacy Policy (<https://tagalitics.com>)

We are committed to protecting the privacy of our users. Tagalitics will not share any data with third-party companies. The information created by admin users on the platform is solely for the private use of the account holder. However, we may use subscriber information for commercial and business purposes related to Tagalitics. Subscribers have the option to unsubscribe from Tagalitics communication channels at any time if they do not wish to receive further communications.

8. Limitation of Liability

In no event shall either party be liable to the other for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, lost profits, loss of data or loss of use, even if such party has been advised of the possibility of such damages. The amount payable to the affected party for damages regardless of their nature for the proven damage caused shall be limited to the amount paid by the customer during the period of twelve (12) months preceding the incident giving rise to liability.

9. Marketing

Customer grants TAG the right to use Customer's name for marketing, advertising, press releases, public announcements, and performance announcements for purposes of demonstrating skill and results obtained through the Service.

10. Modification of Terms

Tagalitics reserves the right to modify or amend these Terms at any time without prior notice. Any changes to these Terms will be effective immediately upon posting. Your continued use of the Platform following the posting of changes constitutes your acceptance of such changes.

11. Governing Law

This agreement shall be construed and controlled in accordance with the laws of the State of Nevada, U.S.A., without reference to its conflict of law principles. The parties agree that all disputes arising under this agreement shall be submitted exclusively to the proceedings provided in such legislation, by the state and federal courts of Nevada, United States, and all parties irrevocably consent to jurisdiction and venue in such courts. The parties irrevocably waive all rights of trial by jury in any action, proceeding or counterclaim (whether based in contract, tort or otherwise) arising out of or relating to this agreement or the actions of any party in its administration, performance, and enforcement. In the event of a dispute arising out of this agreement, the prevailing or prevailing party in the litigation shall be entitled to its reasonable costs and attorneys' fees.

12. Contact Information

Should there be any technical difficulties or interruptions in service, customers are urged to notify Tagalitics by reaching out to support@tagalitics.com. This will facilitate the identification and/or rectification of any concerns by our dedicated support team.