

Terms and Conditions for the Datatrie Advisor

7 July, 2020

Users of our app are required to accept either of:

- The [End-user licence agreement](#) provided by the Apple App Store, **or**
 - The [Terms of Service](#) from the Google Play Store, and two additional terms and conditions described below.
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The Datatrie Advisor, as a licensed application, is referred to herein as "the Advisor", while Datatrie, Inc., as the licensor, is referred to as "Datatrie".

1. LIMITATION OF LIABILITY

To the extent not prohibited by law, in no event shall Datatrie be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to your use of or inability to use the Advisor, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if Datatrie has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall the total liability of Datatrie to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty Canadian dollars. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

2. NO WARRANTY

You expressly acknowledge and agree that use of the Advisor is at your sole risk. To the maximum extent permitted by applicable law, the Advisor and any services performed or provided by it are provided as-is and as-available, with all faults and without warranty of any kind, and Datatrie hereby disclaims all warranties and conditions with respect to the Advisor and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and of noninfringement of third-party rights. No oral or written information or advice given by Datatrie or its authorized representative shall create a warranty. Should the Advisor or services prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

CONTACT US

If you have any questions about these Terms and Conditions, or the product, please contact us at info@datatrie.com or write to us at:

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