

# Terms and Conditions

## 1. ACCEPTANCE OF TERMS

1.1 We provide the Services (defined below under section 3.1) through the **LinPack for Tableau** service (referred to as the “Service”), subject to the following Terms and Conditions ('T&C')

1.1 Lintao SA (CH-1216 Cointrin) – referred as Lintao is the company owner of the service LinPack for Tableau.

1.3 By registering and/or accessing and/or using the Service, you accept and agree to be bound by the latest version of our T&C as available at any time at <https://linpack-for-tableau.com/terms-and-conditions>, respectively our Privacy Policy available at <https://linpack-for-tableau.com/privacy-policy> and referenced hereunder under Section 5, which you hereby acknowledge to have read and understood.

## 2. RIGHT OF MODIFICATION

2.1 We reserve the right to change or modify the T&C at our sole discretion at any time.

2.2 Any change or modification to the T&C will become effective immediately upon posting by us, which you hereby accept to consider as an appropriate and sufficient notification of such changes.

2.3 For any material changes to the T&C, we will take reasonable steps to notify you of such changes, notably through the posting of a notice drawing your attention upon such modifications when you access the Service.

2.4 In all cases, you hereby agree that your continued use of the Service after publication of such modifications, with or without notification, constitutes binding acceptance of these modified T&C.

## 3. THE SERVICES

3.1 We provide users with access to a rich collection of resources (Web site, Content, Visualizations) related to Tableau Software Dashboards (the ‘Services’).

3.2 Subject to the T&C (including your obligation to pay agreed upon licence fees), we grant you a non-exclusive, non-transferable, fully paid up right and licence during your subscription:

(a) to access and use the Service;

(b) to input your Content into the Web Site, and upload and download Content available through the Service; and

(c) to use all the functions of the Service.

For the avoidance of doubt, any Modification (as defined under section 3.4) to the Services shall become part of the Service and your Subscription.

3.3 You understand and agree that the Services may include certain communications from our side to your attention, such as service announcements, administrative messages and the LinPack for Tableau Newsletter, all of which are included in the LinPack for Tableau subscription.

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3.4 We reserve the right to modify the Service at any time by adding, deleting or changing some or all of the Services provided at any time. Unless explicitly stated otherwise, any new features to the Services, including the release of new properties, be it through an update, upgrade or new release (“Modification”), shall be included in the LinPack for Tableau subscription and subject to the T&C. While the implementation of any such Modification may entitle you to terminate your Account (as defined below under section 4) with immediate effects, such termination shall not entitle you to any refund of your subscription fees.

3.5 You are responsible for obtaining access to the Services, which may involve third-party fees (such as Internet service provider). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Services.

#### **4. ELIGIBILITY AND ACCOUNTS**

4.1 By registering to create an account (“Account”), you represent and warrant that: (a) you are eligible for an Account as set out in these T&C; and (b) the information you include as part of the registration process and thereafter is complete, accurate and not misleading (“Registration Data”). Accounts may be obtained and used only by persons who are at least eighteen (18) years old and/or of legal age in your country of residence.

4.2 As a registered user, you further agree to update your Registration Data if need be and to use the Services in accordance with these T&C. We reserve the right to suspend your access and use of the Services at any time should you be in breach of these T&C, or be under duly documented suspicion of breaching these T&C, notably section 7, without entitling you to any refund. Should you be unable to remedy such breach within five (5) days after having been notified to that effect, we shall be entitled to terminate your Account with immediate effects, without entitling you to any refund.

4.3 You further consent and authorize us to verify your Registration Data as required for your use of and access to the Service. Once you subscribe to the Service, you shall receive a unique user ID and password in connection with your Account (collectively referred to herein as 'IDs'). You agree that you will not allow another person to use your IDs to access and use the Service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your IDs and for any charges, damages, liabilities or losses incurred or suffered as a result of you failure to do so. You shall further ensure that you exit from your Account at the end of each session. We are not liable for any harm caused by or related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person to access and use the Service using your IDs as well as for any damage that may result from not having exited your Account after a session. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account including any charges incurred relating to the Service. You agree to immediately notify Lintao of any unauthorized use of your Account or any other breach of security known to you. You acknowledge that the complete privacy of your data and messages transmitted while using the Service cannot be guaranteed.

4.4 You agree to allow us to contact you on your email address or phone number with personal communications related to your Account.

#### **5. PAYMENT TERMS**

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5.1 We will submit your customers' payment information to the applicable payment gateway. Dashboard fee, Monthly fees or Annual fees for the Service will be at the rates set forth by Service type and agreed upon by you in the ordering process.

5.2 We may modify such rates upon 30 days prior written notice; should you refuse such modification, you are entitled to terminate your subscription for the end of the month prior to the entering into force of our new rates.

5.3 The Fees shall be paid in advance and will be either automatically debited from your credit card on the date you completed your ordering process or invoiced & paid in the defined payment term. Unless terminated in accordance with section 13, your subscription shall be automatically renewed on a monthly or yearly basis.

5.4 Prices established in this Agreement, and in any schedule, exhibit or related agreement hereto, are exclusive of taxes and other fees which may be imposed on either of us for the provision or use of the Service. You will be responsible for such taxes and other fees. Tax exempt status will be granted to you upon presentation of a satisfactory certificate of exemption.

5.5 We are not liable for any losses relating to chargebacks, fraudulent charges, or other actions by you that are deceptive, fraudulent or otherwise invalid ('Fraudulent Actions'). By using the Service, you hereby release us from any liability arising from Fraudulent Actions. You will also use best efforts to promptly notify us of any Fraudulent Actions which may affect the Service. We reserve the right, in its sole discretion, to terminate your Account and Subscription if you engage in, or enable any other user to engage in, Fraudulent Actions.

5.6 You authorize us to confirm that you are and remain in good standing with a financial institution as long as you are using the Service. You authorize us to obtain credit reports or other background inquiries from time to time to assess your eligibility to continue use of the Service. Any payment issue shall entitle us to immediately suspend your Account and, absent due payment within ten (10) days following notification of the payment issue to the email mentioned in your Registration Data, shall entitle us to terminate your Account.

## **6. LINPACK FOR TABLEAU PRIVACY POLICY**

6.1 Registration Data and certain other information about you are subject to our applicable privacy policy. For more information, see our Privacy Policy at: <https://linpack-for-tableau.com/privacy-policy>

6.2 You understand that through your use of the Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to Switzerland for storage, processing and use by us.

## **7. MEMBER CONDUCT**

7.1 You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ('Content'), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originates. This means that you are solely and entirely liable for all Content that you upload, post, email, transmit or otherwise make available via the Services. You hereby represent and warrant that you own all right, title and interest, respectively enjoy the required licenses upon your Content. You grant us a non-exclusive, non-

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transferable, fully paid up right and license upon your Content to the extent required to enable us to perform the Services, at the exclusion of any other use.

7.2 We do not control the Content posted via the Services and, as such, do not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services.

7.3 You agree to not use the Services to:

A. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

B. harm minors in any way;

C. impersonate any person or entity, including, but not limited to, a Lintao official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

D. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

E. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

F. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ('Rights') of any party;

G. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

H. disrupt the normal flow of dialogue, cause a screen to 'scroll' faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

I. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services, including using any device, software or routine to bypass our robot exclusion headers;

J. intentionally or unintentionally violate any applicable local, state, national or international law;

K. 'stalk' or otherwise harass another; and/or

L. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

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- M. use the Service outside of the context of the web portal or for purposes other than those set forth herein;
  - N. attempt to remove from the web portal, download, copy, recreate, disassemble, modify, translate, reverse engineer or decompile any code in the Services;
  - O. sell, rent, lease or sublicense or otherwise transfer your right to use the Service as set forth herein;
  - P. use the Service to transmit or store any Spam or obscene material.

7.4 We are entitled to refuse, or remove any Content from the Services on justified grounds, such as but not exclusively a breach of section 7.2.

7.5 You acknowledge, consent and agree that we may access, preserve and disclose your Account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the T&C; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect our rights, property or personal safety, our users and the public.

7.6 You understand that the Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by us and/or content providers who provide content to the Services. You may not attempt to override or circumvent any of the usage rules embedded into the Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Services, in whole or in part, is strictly prohibited.

7.7. You agree to not create any Derivative Works based on the Services. The ownership of any Derivative Works created or invented based on the ordered Service shall be the ownership of Lintao SA.

## **8. INTERSTATE NATURE OF COMMUNICATIONS ON LINPACK FOR TABLEAU NETWORK**

When you register with LinPack for Tableau, you acknowledge that in using the Services to send electronic communications (including but not limited to email, files upload, and other Internet activities), you will be causing communications to be sent through Lintao's computer networks, As a result, and also as a result of Lintao 's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this T&C, you acknowledge that use of the service results in interstate data transmissions.

## **9. SERVICE RESTRICTION**

LinPack for Tableau service subscriptions are licensed for a specific subscriber. The service is offered to be used for internal dashboards & analytics development. Using the service in any other way, such as providing services to third parties is not covered by the subscription. The third parties should subscribe to the service.

The consulting companies may partner with Lintao SA for the selling of the service.

## **10. CONTRIBUTIONS TO LINPACK FOR TABLEAU**

By submitting ideas, suggestions, documents, and/or proposals ('Contributions') to us through the Service suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information belonging to you or to any third party, and that you shall indemnify us for any loss and expense resulting from a third party claim upon such Contributions; (b) we are not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) we shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) we may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become our property and we shall be entitled to develop, adapt and exploit your Contributions, including commercially, without any obligation to you; and (f) you are not entitled to any compensation or reimbursement of any kind from us resulting from such Contributions under any circumstances.

## **11. INDEMNITY**

You agree to indemnify and hold us and our officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the LinPack for Tableau Services, your use of the LinPack for Tableau Services, your connection to the LinPack for Tableau Services, your violation of the T&C, or your violation of any rights of another.

## **12. GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that we may establish general practices and limits concerning use of the Services, including without limitation the maximum number of Dashboards or other uploaded Content will be retained by the Services, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any Tableau files and other communications or other Content maintained or transmitted by the Services.

You further acknowledge that we reserve the right to modify these general practices and limits from time to time.

## **13. TERMINATION**

13.1 Your subscription remains in force unless otherwise terminated in accordance with this section 13. You may terminate your Account and subscription by submitting such termination request in written form at a minimum one month prior to the expiration of your subscription to the following email address: [subscription@linpack-for-tableau.com](mailto:subscription@linpack-for-tableau.com).

13.2 You agree that we may, without prior notice, immediately terminate, limit your access to or suspend your Account, any associated email address, and access to the Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the T&C or other incorporated agreements or guidelines, (b) requests by law enforcement

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or other government agencies, (c) discontinuance or material modification to the Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in our sole discretion and that we shall not be liable to you or any third party for any termination of your Account, any associated email address, or access to the Services.

13.3 Termination of your Account shall include any or all of the following: (a) removal of access to all or part of the offerings within the Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the Services.

13.4 We shall (unless otherwise agreed in writing by you or retention of information is required by applicable laws) ensure after having returned within thirty days after termination all your Content, that we permanently destroy, eradicate of any and all of your Content and Registration Data provided by you to us in connection with this Agreement.

#### **14. CONFIDENTIALITY OBLIGATIONS**

We agree to treat your Content and information disclosed to us during your subscription as confidential (“Confidential Information”) and not to commercially exploit such Confidential Information or permit any employee or third party to do so. We shall keep Confidential Information confidential, using measures no less protective than those we use to protect our own comparable Confidential Information, and we shall not reproduce, store, use or disclose it other than for the business purposes for which it was disclosed or for providing the Services in accordance with these T&C.

#### **15. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE SERVICES AND SOFTWARE ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS OTHER THAN AS SET FORTH IN THESE T&C, notably its Annex 1. WE AND OUR OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. WE AND OUR OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND WE HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH



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RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE T&C.

## **16. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE EXCLUDE OUR LIABILITY TO THE LARGEST EXTENT PERMITTED UNDER APPLICABLE LAW.

## **17. NOTICE**

We may provide you with notices, including those regarding changes to the T&C, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate the T&C by accessing the Services in an unauthorized manner.

## **18. TRADEMARK INFORMATION**

You agree that all of Lintao, LinPack for Tableau trademarks, trade names, service marks and other Lintao logos and brand features, and product and service names are trademarks and the property of Lintao SA (the Lintao Marks').

## **19. USE OF TRADE NAME**

During the term of the Agreement, you hereby grants to Lintao the right to use, for marketing purposes, your trade name & logo.

## **20. GENERAL INFORMATION**

### *20.1 Entire Agreement.*

The T&C constitutes the entire agreement between us and governs your use of the Services, superseding any prior version of this T&C between us with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third-party content or third-party software.

### *20.2 Assignment*

You may not assign your subscription without our prior written approval.

### *20.3 Choice of Law and Forum.*

We both agree that the T&C and our relationship shall be governed by the laws of Switzerland without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the T&C, or our relationship shall be brought exclusively in the Cour civile du Tribunal du Canton de Geneva, seated in Geneva, Switzerland. You and



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we both agree to submit to the personal jurisdiction of the Cour civile and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

*20.4 Waiver and Severability of Terms.*

Our failure to exercise or enforce any right or provision of the T&C shall not constitute a waiver of such right or provision. If any provision of the T&C is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the T&C remain in full force and effect.

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**ANNEX I**

**Support and Service Level Agreement**

**I. Service Level**

We will use our reasonable endeavours to ensure that the interface for the Service is available for Your use at least 99.5% of the time calculated on a calendar monthly basis, it being understood that the Service Interface “down” time and the calculation of uptime shall exclude time (i) required for routine system maintenance (provided that we notify you at least 5 business days prior to any such routine scheduled maintenance); (ii) resulting from technical malfunctions in your website’s systems, or any other circumstances beyond our reasonable control (including, without limitation, Internet delays, network congestion and ISP malfunctions); and/or (iii) periods of Service unavailability that are 5 minutes or less, during which time you are unable to log-in to the Service front-end. Notwithstanding anything to the contrary in the T&C; (a) in the event that unscheduled down time exceeds 7 hours (but does not exceed 12 hours) in any month during the term of this Agreement, then you shall receive a reduction in fees, credited to the next month’s invoice equal to 25% of the fees incurred by you under this Agreement for that month; (b) in the event that unscheduled down time exceeds 12 hours (but does not exceed 48 hours) in any month during the term of this Agreement, then you shall receive a reduction in fees, credited to the next month’s invoice equal to 50% of the fees incurred by you under this Agreement for that month; (c) in the event that unscheduled down time exceeds 48 hours in any month during the term of this Agreement, then you shall receive a reduction in fees, credited to the next month’s invoice equal to 100% of the fees incurred by you under this Agreement for that month; and (d) in the event that unscheduled down time exceeds 72 hours in any month, then you may terminate this Agreement with immediate effect on written notice within 30 days of the event. The remedies set forth in this paragraph are Your sole remedies for any and all unavailability of the Services.

**II. Ongoing support**

We will use reasonable endeavours to meet the target response and resolution timeframes set out below. The timeframes described below are applicable during working business hours: Monday – Friday, 9:00AM – 5.00PM Swiss time. The priority level of support cases logged by you will initially be designated by you, in your reasonable discretion based on the definition/description set out in the table below, it being understood that (i) if your designation does not comport with the definition/description for such priority level, we may lower the priority level for such support case in its reasonable discretion based on the definition/description set out in the table below (it being understood that, prior thereto or as soon as reasonably practicable thereafter, we will notify you of such event (email is sufficient) and the reason therefore), and (ii) while permanent solutions are being developed, we may lower priority levels as soon as a workaround solution is implemented.

| <b>Priority</b> | <b>Target Response, and Resolution or Workaround</b>  | <b>Priority Level Definition/Description</b>  |
|-----------------|---|---|
| P1/URGENT       | Initial target response: Within two (2) hours after receipt of a support case.<br>Target resolution or workaround: Within twenty-four (24) hours. | Production system down; system is unusable, resulting in a total disruption and product outage. |
| P2/HIGH         | Initial target response: Within eight (8) business hours after receipt of a support   | Major feature/function failure; operation is severely restricted.                               |

case. Target resolution or workaround:  
Within seventy-two (72) hours.

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| P3/MEDIUM | Initial target response: Within one (1) business day after receipt of a support case. Target resolution or workaround: Within five (5) business days.              | Produces a non-critical situation in which feature is inoperative. |
| P4/LOW    | Initial target response: Within two (2) business days after receipt of a support case. Target resolution or workaround: Within five (5) to ten (10) business days. | Causes little or no impact on Your business operations.            |