

Terms of Service

Last update: 24.4.2023

INTRODUCTION

Thank you for your interest in our Apps and Websites. Please read this Terms of Service agreement before accessing or using our Apps and Websites, because it is important you understand what are the conditions, requirements, and limitations when using our products and services. If you do not agree to these Terms of Service, then you may not use our Apps and Websites.

ABOUT

The operator of the Apps and Websites is Fiduciary s.r.o., a company registered in the Czech Republic. ID: 09050825. Address: Rybná 716/24, Staré Město 110 00 Praha 1, Czech Republic.

DEFINITIONS

We use basic terms throughout this agreement, and they have specific meanings. You should know what we mean when we use each of the terms.

The "Agreement" refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the "Terms of Service" or the "Terms and Conditions" or the "Terms") and all other operating rules, policies (including the Privacy Policy) and procedures that we may publish from time to time on the Website.

"Fiduciary," "Fiduciary Labs", "We," "Our", and "Us" refer to Fiduciary s.r.o., Rybná 716/24, Staré Město, 110 00 Praha 1, Czech Republic, as well as our directors, subsidiaries, contractors, licensors, officers, agents, and employees.

The "Service" or "Services" refer to the applications, websites, software, products, and services provided by Fiduciary.

The “App” or “Apps” refer to the mobile, web, or desktop applications operated by Fiduciary.

The “Website” refers to any website operated by Fiduciary (e.g. fiduciaryapps.com, networthtracker.online, sumio.app) and all content, services, and products provided by Fiduciary at or through the Website. It also refers to Fiduciary-owned subdomains of the Website. Occasionally, websites owned by Fiduciary may provide different or additional terms of service and privacy policies. If those additional terms and policies conflict with this Agreement, the more specific terms apply to the relevant page or service.

“The User,” “You,” and “Your” refer to the individual person, company, or organization that has visited or is using the Website, App, or Service. A User must be at least 18 years of age.

“Content” refers to content featured or displayed through the Website or Apps, including without limitation text, chats, data, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are available on the Website or otherwise available through the Service. “Content” also includes Services.

“User-Generated Content” is Content, written or otherwise, created or uploaded by our Users.

“Your Content” is Content that you create or own.

WHO WE ARE

Fiduciary is a private limited liability company based in Prague, Czech Republic, European Union. We are independent developers. Our mission is to make financial planning and wealth management accessible, affordable, and transparent.

WHO WE ARE NOT

We are not investment advisors, we are not financial advisors, planners or brokers, or agents/dealers. We do not sell any financial products or financial services. Our Service is not meant to be in any way taken as investment advice. We provide our Service for educational and informational purposes only. Our Website and Apps including the content are developed and written in good faith, but no warranty is given as to the accuracy and suitability. Our wish is that our Service will serve as a tool to help Users to understand their finance better.

However, our Website and Apps are not a substitute for professional market research and analysis. We are not responsible for any actions or decisions You might take in connection with using our Website or Apps.

ACCEPTABLE USE POLICY

While using the Service, you must follow this Acceptable Use Policy.

Compliance with Laws and Regulations

Your use of the Website and the Service must not violate any applicable laws, including copyright or trademark laws, export control laws, or other laws in Your jurisdiction. You are responsible for making sure that Your use of the Service is in compliance with laws and any applicable regulations.

Content Restrictions

You agree that You will not under any circumstances upload, post, host, or transmit any content that is unlawful or promotes unlawful activities; is or contains sexually obscene content; is libelous, defamatory, or fraudulent; is discriminatory or abusive toward any individual or group; contains or installs any active malware or exploits, or uses our platform for exploit delivery (such as part of a command and control system); or infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights.

Conduct Restrictions

While using Website and Service, You agree that You will not under any circumstances harass, abuse, threaten, or incite violence towards any individual or group, including Fiduciary employees, officers, and agents, or other Fiduciary Users; use our servers for any form of excessive automated bulk activity (for example, spamming), or relay any other form of unsolicited advertising or solicitation through our servers, such as get-rich-quick schemes; attempt to disrupt or tamper with Fiduciary's servers in ways that could harm our Website or Service, to place undue burden on Fiduciary's servers through automated means, or to access Fiduciary's Service in ways that exceed your authorization; impersonate any person or entity, including any of our employees or representatives, including through false association with Fiduciary, or by fraudulently misrepresenting your identity or site's purpose;

or violate the privacy of any third party, such as by posting another person's personal information without consent.

Services Usage Limits

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use the Service, or access the Service without Fiduciary's express written permission.

Scraping

Scraping refers to extracting data from our Website via an automated process, such as a bot or web crawler. You may not scrape our Website.

Excessive Use

If we determine your usage to be significantly excessive, we reserve the right to suspend or terminate Your access to our Website and Service.

User Protection

You agree not to engage in activity that significantly harms our Users. We will resolve disputes in favor of protecting our Users as a whole.

COPYRIGHT INFRINGEMENT

If You believe that content on our website violates your copyright, please contact us. If You are a copyright owner and you believe that content on Fiduciary violates Your rights, please contact us as well. There may be legal consequences for sending a false or frivolous takedown notice. Before sending a takedown request, You must consider legal uses such as fair use and licensed uses. We will terminate access to the Service to repeat infringers of this policy.

INTELLECTUAL PROPERTY NOTICE

We own the Service and all of our content. In order for You to use our content, we give You certain rights to it, but You may only use our content in the way we have allowed.

Our Rights to Content

Fiduciary and our licensors, vendors, agents, and/or our content providers retain ownership of all intellectual property rights of any kind related to the Website and the Service. We reserve all rights that are not expressly granted to You under this Agreement or by law.

PAID SERVICES

We may provide paid services as part of our Service. If You decide to use them, You are responsible for any fees associated with Your use of Fiduciary's paid services. We are responsible for communicating those fees to you clearly and accurately.

Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of our paid services. By using our paid services, you agree to pay Fiduciary any charge incurred in connection with your use of the paid services. You are responsible for providing us with a valid means of payment for paid Service.

Using third-party services

We may use third-party services for managing some parts of our Service, distribution of our Apps, and processing and collecting payments. For now, we use Apple App Store and Google Play Store for the distribution of our Apps and RevenueCat for managing premium subscriptions.

Premium Subscriptions

Our business model is based on paid premium subscriptions, therefore part of our Service is only available to Users who pay premium subscription fees.

Subscription Period

You can choose the subscription period within Apps.

Subscription Cancellation

You may cancel your subscription at any time. Since we are using Apple App Store and Google Play Store to distribute our Apps, you can cancel your subscription within your account in Apple App Store or Google Play Store. You can find out more information regarding Apple's cancellation policy here <https://support.apple.com/cs-cz/HT202039> and Google's cancellation policy here <https://support.google.com/googleplay/answer/2479637>

Refunds

In general, subscription fees are non-refundable, however, if you feel that we should refund You, get in touch with us. We don't want unhappy Users.

Free Trials

We may offer a free trial period for our premium subscriptions, but we reserve the right to cancel or limit these free trials at any time.

Promotions and Discounts

We may offer promotions, discounts, and other ways to promote our Service and premium subscriptions, but again, we reserve the right to cancel or limit these at any time.

CANCELLATION AND TERMINATION

Fiduciary has the right to suspend or terminate Your access to all or any part of the Website or the Service at any time, with or without cause, with or without notice, effective immediately. Fiduciary reserves the right to refuse service to anyone for any reason at any time.

Survival

All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

COMMUNICATION WITH US

We use email, chatbots, messaging, and other electronic means to stay in touch with our users.

Electronic Communication Required

For contractual purposes, You (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all terms, agreements, notices, disclosures, and other communications that we provide to You electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

Legal Notice to Fiduciary Must Be in Writing

Communications made through email or Service will not constitute legal notice to Fiduciary or any of its officers, employees, agents, or representatives in any situation where notice to Fiduciary is required by contract or any law or regulation. Legal notice to Fiduciary must be in writing and served on Fiduciary's legal agent.

No Phone Support

Fiduciary only offers support via email, in-Service communications, and electronic messages. We do not offer telephone support.

DISCLAIMER OF WARRANTIES

We provide our service as is, and we make no promises or guarantees about this service. We try to make our products and services up-to-date, secure, and accurate, but we can make no warranties about this. When you use our Service, you do so at your own risk. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website and the Service (or any part of it) with or without notice.

Fiduciary provides the Website and the Service “as is” and “as available,” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied, or statutory, regarding the Website and the Service including without limitation any

warranty of merchantability, fitness for a particular purpose, title, security, accuracy, and non-infringement.

Fiduciary does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable, or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from downloading and/or use of Websites, Apps, files, information, content, or other material obtained from the Service.

LIMITATION OF LIABILITY

We will not be liable for damages or losses arising from your use or inability to use the Service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to You.

You understand and agree that we will not be liable to You or any third party for any loss of profits, use, goodwill, or data, or for any incidental, indirect, special, consequential, or exemplary damages; Your use or inability to use the Service; any modification, price change, suspension or discontinuance of the Service; the Service generally or the software or systems that make the Service available; unauthorized access to or alterations of your transmissions or data; statements or conduct of any third party on the Service; any other user interactions that you input or receive through Your use of the Service; or any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy outlined in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

RELEASE AND INDEMNIFICATION

You are responsible for Your use of the Service. If You harm someone else or get into a dispute with someone else, we will not be involved.

If you have a dispute with one or more Users, you agree to release Fiduciary from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of Your use of the Website and the Service, including but not limited to your violation of this Agreement, provided that Fiduciary (1) promptly gives You written notice of the claim, demand, suit or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Fiduciary of all liability); and (3) provides to You all reasonable assistance, at Your expense.

CHANGES TO THESE TERMS

We reserve the right, at our sole discretion, to amend these Terms at any time and will update these Terms of Service in the event of any such amendments.

MISCELLANEOUS

Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and Fiduciary and any access to or use of the Website or the Service are governed by the laws of the Czech Republic and the laws of the EU, without regard to conflict of law provisions. You and Fiduciary agree to submit to the exclusive jurisdiction and venue of the courts located in the City and County of Prague, Czech Republic.

Non-Assignability

Fiduciary may assign or delegate these Terms of Service and/or the Fiduciary Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent, including the license grant. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment and delegation by you are void.

Section Headings and Summaries

Throughout this Agreement, some sections include titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the party's original intent. The remaining portions will remain in full force and effect. Any failure on the part of Fiduciary to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

Amendments

This Agreement may only be modified by a written amendment signed by an authorized representative of Fiduciary, or by the posting by Fiduciary of a revised version.

Complete Agreement

These Terms of Service, together with the Privacy Policy and Legal Notices, represent the complete and exclusive statement of the agreement between You and Us. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between You and Fiduciary relating to the subject matter of these terms including any confidentiality or nondisclosure agreements.

Changes to These Terms

We may change these Terms of Service as well as Privacy Policy from time to time. The new version of these Terms will be available on this Website.

Feedback and Questions

We welcome feedback. Also, if you have any questions about the Terms of Service, contact us at support@fiduciarylabs.com.