

TERMS OF SERVICE

SplitDay

Co-Parenting Custody Calendar & Expense Management Application

Last Updated: April 4, 2026

Effective Date: April 4, 2026

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING SPLITDAY. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MUST IMMEDIATELY UNINSTALL AND CEASE ALL USE OF THE APP. YOUR CONTINUED USE CONSTITUTES ONGOING ACCEPTANCE.

1. DEFINITIONS

For the purposes of these Terms of Service (“Terms”), the following definitions apply:

- **“App” or “SplitDay”:** The SplitDay mobile application, including but not limited to all features, functionality, services, updates, patches, bug fixes, enhancements, new versions, and any associated documentation, content, or materials provided by Us through the Apple App Store, Google Play Store, or any other distribution channel.
- **“We,” “Us,” “Our,” or “Company”:** Funtika LTD, an Israeli limited company, the developer, publisher, and operator of SplitDay, including its officers, directors, employees, agents, affiliates, successors, and assigns.
- **“User,” “You,” or “Your”:** Any individual who downloads, installs, accesses, browses, registers for, or uses the App in any capacity, whether as a free or paid subscriber.
- **“Household”:** A virtual group of two or more Users who share custody schedules, expense data, messages, and other content via the App’s sharing and collaboration features.
- **“Household Owner”:** The User who created the Household and holds administrative control over membership, permissions, and Household settings.
- **“Pro” or “Pro Plan”:** The premium subscription tier of SplitDay offering enhanced features, available as Monthly, Annual, or Lifetime purchase options.
- **“Content” or “User Content”:** All data, text, images, photographs, receipts, messages, comments, notes, custody schedules, expense records, documents, exports, and any other information or materials uploaded, submitted, created, transmitted, stored, or generated by Users within or through the App.
- **“AI Features”:** Automated features powered by third-party artificial intelligence services (including but not limited to Google Gemini), such as receipt

scanning/OCR, tone analysis, expense categorization, and any future AI-driven functionality.

- **“Third-Party Services”**: External services, APIs, platforms, and providers used by the App, including but not limited to Google Firebase, Google Gemini, Apple App Store, Google Play Store, RevenueCat, Google AdMob, analytics providers, cloud hosting providers, and any other third-party integrations.
- **“Invite Code”**: A unique, time-limited alphanumeric code generated within the App to invite another User to join a Household.
- **“Export Data”**: Any data exported from the App in any format, including but not limited to CSV files, PDF reports, screenshots, screen recordings, and printed materials.
- **“Device”**: Any smartphone, tablet, computer, or other electronic device used to access or interact with the App.

2. ACCEPTANCE, ELIGIBILITY & MODIFICATIONS

2.1 Acceptance of Terms

By downloading, installing, creating an account, or otherwise accessing or using the App, You represent and warrant that You have read, understood, and agree to be legally bound by these Terms, our Privacy Policy (incorporated herein by reference), and all applicable laws and regulations. If You do not agree to these Terms, You must immediately discontinue use of the App and delete it from all Devices.

2.2 Age Requirement & Parental Consent

You must be at least eighteen (18) years of age to use SplitDay. The App is designed exclusively for adults managing co-parenting arrangements and is not intended for use by, marketed to, or directed at minors. If We discover that a User is under 18, We reserve the right to immediately terminate their account and delete all associated data without notice. We do not knowingly collect personal information from children under 13 in compliance with COPPA, or under 16 in compliance with GDPR. If You believe a minor has provided personal information to Us, please contact Us immediately.

2.3 Capacity & Authority

By accepting these Terms, You represent and warrant that: (a) You have the legal capacity to enter into a binding agreement; (b) You are not barred from using the App under any applicable law; (c) if You are using the App on behalf of a legal entity, You have the authority to bind that entity to these Terms; and (d) all information You provide to Us is truthful, accurate, and complete.

2.4 Modifications to Terms

We reserve the right to modify, amend, or replace these Terms at any time in Our sole discretion. Material changes will be communicated by posting the updated Terms within the App and/or by email notification. Your continued use of the App following any

modifications constitutes Your binding acceptance of the revised Terms. If You do not agree to any modification, Your sole remedy is to discontinue use and delete the App. It is Your responsibility to review these Terms periodically. The “Last Updated” date at the top indicates when the most recent changes were made.

2.5 Additional Policies

These Terms incorporate by reference Our Privacy Policy, any Acceptable Use Policy, and any other policies or guidelines published by Us from time to time. In the event of a conflict between these Terms and any other policy, these Terms shall prevail unless expressly stated otherwise.

3. CRITICAL LEGAL DISCLAIMERS

THE FOLLOWING DISCLAIMERS ARE FUNDAMENTAL TO YOUR USE OF SPLITDAY. PLEASE READ THEM WITH EXTREME CARE.

3.1 Not Legal Advice or a Legal Service

SplitDay is a personal organizational and communication tool. IT IS NOT AND SHALL NOT BE CONSTRUED AS: (a) a legal service, legal advice, or legal representation of any kind; (b) a substitute for consultation with a qualified family law attorney, mediator, or other legal professional; (c) a court-recognized or court-approved record-keeping system; (d) a tool for creating, modifying, or enforcing custody orders, parenting plans, or any other legal instruments. No attorney-client, fiduciary, or professional relationship of any kind is created between You and the Company through Your use of the App. You should always seek independent legal counsel for all matters relating to custody, child support, visitation, and co-parenting legal rights and obligations.

3.2 No Guarantee of Accuracy or Completeness

All calculations, schedules, summaries, reports, statistics, expense splits, custody day counts, percentage calculations, and any other computed or derived data within the App are generated based on User-provided input and automated logic. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, OR CORRECTNESS OF ANY SUCH DATA. Errors may arise from, without limitation: software bugs or defects; synchronization failures between Devices; timezone differences or daylight saving time transitions; rounding or floating-point calculation discrepancies; network connectivity issues; third-party service failures; User input errors; or any combination thereof.

3.3 Not Court-Admissible Evidence

Data stored in, generated by, or exported from SplitDay—including but not limited to custody calendars, expense records, messages, CSV files, PDF reports, screenshots, and any other Export Data—IS NOT GUARANTEED TO BE ADMISSIBLE AS EVIDENCE IN ANY COURT, TRIBUNAL, ADMINISTRATIVE PROCEEDING, MEDIATION, OR ARBITRATION. The App does not certify, authenticate, notarize, timestamp with legal

authority, or otherwise validate data for evidentiary purposes. Export Data may be incomplete, may not reflect the full history of interactions, and may be subject to interpretation. You must maintain independent, primary records of all custody arrangements, financial transactions, and communications through legally recognized channels. Reliance on SplitDay data for legal proceedings is entirely at Your own risk.

3.4 AI & Automated Features – Inherent Limitations

The App incorporates AI Features powered by third-party artificial intelligence services. You expressly acknowledge and agree that:

- **Receipt Scanning & OCR:** AI-powered receipt scanning uses optical character recognition and machine learning to extract data from images of receipts. This technology is inherently imperfect and may produce errors including but not limited to: misread amounts, incorrect dates, wrong merchant names, omitted line items, misclassified categories, currency errors, and complete extraction failures. **YOU MUST MANUALLY VERIFY ALL AI-EXTRACTED DATA BEFORE RELYING ON IT.** We accept no liability for decisions or actions based on unverified AI-extracted data.
- **Tone Analysis:** Tone analysis is an automated, algorithmic assessment of text sentiment. It is purely subjective, does not constitute a professional psychological, psychiatric, therapeutic, linguistic, or legal opinion, and should not be relied upon for any purpose other than general informational awareness. Tone analysis may produce inaccurate, misleading, or culturally insensitive results. It is not a substitute for professional communication coaching, therapy, or conflict resolution services.
- **General AI Limitations:** AI Features may produce hallucinations, biased outputs, or incorrect results. AI Features may change, degrade, or become unavailable without notice due to third-party provider decisions. We do not control and are not responsible for the underlying AI models, their training data, or their outputs. AI Features are provided on an “AS IS” basis with no warranties of any kind.

3.5 Emotional and Psychological Context

Co-parenting arrangements are inherently emotionally sensitive. SplitDay is a digital tool and is NOT a substitute for professional counseling, therapy, mediation, or mental health services. The App’s features, including messaging and tone analysis, are not designed to resolve interpersonal conflicts, address domestic violence situations, or provide emotional support. If You are experiencing domestic violence, harassment, stalking, or threats, please contact local law enforcement or a domestic violence hotline immediately. We are not liable for any emotional distress, psychological harm, relational damage, or adverse personal outcomes arising from or related to Your use of the App.

3.6 Financial & Tax Disclaimer

Expense tracking, splitting, and reimbursement features are provided for personal organizational convenience only. SplitDay is NOT an accounting system, tax preparation

tool, or financial advisory service. Expense data and calculations should not be relied upon for tax filing, financial reporting, child support calculations, or any legally or financially consequential purpose without independent verification by a qualified accountant or financial professional.

4. ACCOUNT REGISTRATION & SECURITY

4.1 Account Creation

Certain features of the App require You to create an account. You agree to provide accurate, current, and complete information during registration and to keep Your account information updated. You may not create an account using false, misleading, or another person's identity or information without authorization.

4.2 Account Security

You are solely responsible for maintaining the confidentiality and security of Your account credentials (including passwords, authentication tokens, and any linked third-party account credentials). You are fully responsible for all activities that occur under Your account, whether or not authorized by You. The App does not provide built-in biometric locks, PIN protection, or device-level security. You must secure Your own Device using device-level security measures (passcode, biometrics, encryption). You agree to notify Us immediately of any unauthorized use of Your account.

4.3 Account Termination by User

You may delete Your account at any time through the App's settings. Account deletion will result in the permanent loss of Your data, subject to Our data retention policies as described in Our Privacy Policy and applicable law. Data that has already been shared with, viewed by, exported by, or cached by other Household members or Third-Party Services cannot be recalled or deleted from those recipients.

4.4 Account Suspension & Termination by Us

We reserve the right to suspend, restrict, or terminate Your account and access to the App at any time, with or without cause, with or without notice, and without liability to You, including but not limited to situations where: (a) You violate these Terms; (b) We reasonably believe Your conduct may harm Us, other Users, or third parties; (c) We are required to do so by law or court order; (d) Your account shows prolonged inactivity; or (e) We discontinue the App or any feature thereof.

5. SUBSCRIPTIONS, BILLING & REFUNDS

5.1 Plans & Features

SplitDay offers Free and Pro subscription tiers. The features, limitations, and pricing of each tier are as described within the App and are subject to change at Our discretion. We reserve the right to modify, add, or remove features from any tier at any time without prior

notice. Changes to Pro features will not take retroactive effect on active subscription periods already paid for, but will apply upon renewal.

5.2 Payment Processing

All payments for Pro subscriptions are processed exclusively through the Apple App Store or Google Play Store (collectively, “App Stores”). We do not directly collect, store, or process payment information (credit card numbers, bank details, etc.). All payment transactions are subject to the terms, conditions, and privacy policies of the respective App Store. We are not responsible for any payment processing errors, unauthorized charges, or billing disputes arising from App Store transactions.

5.3 Auto-Renewal

Monthly and Annual Pro subscriptions renew automatically unless canceled at least twenty-four (24) hours before the end of the current billing period. Auto-renewal charges are processed by the App Store at the then-current subscription price, which may differ from the original purchase price if We have changed Our pricing. You are responsible for managing Your subscription settings through the App Store.

5.4 Lifetime Purchases

Lifetime Pro purchases grant access to Pro features for the operational lifetime of the App as determined by Us in Our sole discretion. “Lifetime” does not mean perpetual or infinite. A Lifetime purchase may not survive: (a) discontinuation of the App; (b) fundamental restructuring of the App into a materially different product; (c) changes in platform availability; or (d) force majeure events. Lifetime purchases are non-transferable and are tied to the purchaser’s account.

5.5 Refunds & Cancellations

Refund requests must be directed to and are handled exclusively by Apple or Google through their respective App Store refund processes. We do not process refunds directly and have no obligation to provide refunds. Cancellation of a subscription is effective at the end of the current paid billing cycle. No partial, prorated, or retroactive refunds are provided for any reason, including but not limited to unused portions of a billing period, dissatisfaction with the App, or removal of features.

5.6 Price Changes

We reserve the right to change subscription pricing at any time. Price changes for existing subscribers will take effect at the start of the next renewal period following notice. If You do not agree to a price change, You must cancel Your subscription before it renews at the new price.

5.7 Free Tier Limitations

Free tier access is provided at Our discretion and may be modified, limited, or discontinued at any time without notice. We may impose usage limits, feature restrictions, or display advertisements to free-tier Users.

6. HOUSEHOLD SHARING & COLLABORATION

6.1 Invite Codes

Household Invite Codes are generated within the App and expire after seven (7) days. You are solely responsible for ensuring that Invite Codes are shared only with intended recipients through secure channels. We are not responsible for unauthorized access resulting from improperly shared, intercepted, or compromised Invite Codes. We strongly recommend sharing codes through direct, private communication channels only.

6.2 Permissions & Access Control

Household Owners have administrative control over Household membership and may: (a) set member permissions (view-only or edit access); (b) remove members from the Household; (c) disband the Household entirely. Changes to permissions take effect immediately. Removed members retain access only to data they have already exported or saved locally prior to removal.

6.3 Data Visibility & Irrevocability

IMPORTANT: When You share data through a Household, all members with appropriate permissions can view, export, screenshot, copy, and otherwise capture that data. REVOKING A MEMBER'S ACCESS OR DISBANDING A HOUSEHOLD DOES NOT DELETE, RECALL, OR OTHERWISE REMOVE DATA THAT HAS ALREADY BEEN VIEWED, EXPORTED, SCREENSHOTTED, OR CACHED BY OTHER MEMBERS. You should exercise extreme caution about what information You share through the App and assume that any data shared through a Household may become permanently available to all current and former members who accessed it.

6.4 Messaging

Messages sent within a Household are permanent and cannot be edited, deleted, unsent, or retracted by any User, including the sender and the Household Owner. This immutability is by design to maintain a reliable communication record. You should compose messages carefully and assume that every message You send will be permanently visible to all Household members. We are not responsible for the content of messages exchanged between Users.

6.5 Shared Responsibility

Each User in a Household is independently responsible for the accuracy of the data they input. We are not responsible for disputes between Household members regarding data accuracy, expense allocations, custody schedule interpretations, or any other disagreement. The App does not validate, verify, or adjudicate the correctness of User-provided data.

7. USER CONTENT & CONDUCT

7.1 Ownership of User Content

You retain ownership of the User Content You create and upload to the App, subject to the license granted below. We do not claim ownership of Your User Content.

7.2 License Grant to Us

By submitting, uploading, or transmitting User Content through the App, You grant Us a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to use, reproduce, process, adapt, modify, store, transmit, and display Your User Content solely for the purposes of operating, maintaining, providing, improving, and developing the App and its features. This license survives termination of Your account to the extent necessary to fulfill Our legitimate business purposes (e.g., maintaining backups, complying with legal obligations, enforcing these Terms).

7.3 Content Representations

You represent and warrant that: (a) You own or have the necessary rights, licenses, and permissions to submit all User Content; (b) Your User Content does not infringe, misappropriate, or violate any third party's intellectual property, privacy, publicity, or other rights; (c) Your User Content does not contain any material that is unlawful, defamatory, harassing, threatening, obscene, or otherwise objectionable; and (d) Your User Content does not contain malware, viruses, or other harmful code.

7.4 Prohibited Conduct

You agree not to:

- Use the App for any unlawful, fraudulent, or malicious purpose.
- Harass, threaten, stalk, abuse, intimidate, or harm any other User or individual through the App.
- Upload false, misleading, or fraudulent expense data, receipts, or custody information.
- Attempt to gain unauthorized access to the App, other User accounts, or Our systems.
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the App.
- Modify, adapt, translate, or create derivative works based on the App.
- Use the App to violate any court order, custody agreement, or legal obligation.
- Use automated bots, scrapers, or other automated means to access or interact with the App.
- Circumvent, disable, or interfere with any security features, access controls, or usage limitations.
- Sublicense, resell, rent, lease, or commercially exploit the App or any part thereof.
- Use the App to send unsolicited communications (spam).
- Impersonate any person or entity or misrepresent Your affiliation.

- Share Household Invite Codes publicly or with unintended recipients.
- Use the App in connection with any illegal activity including but not limited to domestic violence facilitation, parental alienation, custodial interference, or child endangerment.
- Intentionally input inaccurate data to mislead or deceive other Household members.

7.5 Content Monitoring & Removal

We do not proactively monitor User Content but reserve the right (without obligation) to review, screen, remove, or disable access to any User Content at any time, for any reason, including but not limited to content that We believe violates these Terms or applicable law. We are not responsible for any failure to remove objectionable content.

8. INTELLECTUAL PROPERTY

8.1 Our Intellectual Property

The App and all of its components, including but not limited to source code, object code, algorithms, user interface design, graphics, icons, logos, trade names, trademarks, service marks, trade dress, documentation, and all other intellectual property embodied in or associated with the App, are and remain the exclusive property of Funtika LTD or its licensors. These Terms do not grant You any right, title, or interest in Our intellectual property except for the limited license to use the App as expressly provided herein.

8.2 Limited License to Use

Subject to these Terms, We grant You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use the App on Your personal Device(s) solely for Your personal, non-commercial co-parenting organizational purposes. This license does not include any right to: (a) modify or make derivative works; (b) reverse engineer, decompile, or disassemble; (c) sublicense, lease, or rent; (d) use for commercial purposes; or (e) copy or distribute except as expressly permitted.

8.3 Feedback

If You provide suggestions, ideas, feedback, or recommendations regarding the App (“Feedback”), You hereby assign to Us all rights, title, and interest in such Feedback and agree that We may use, implement, and exploit Feedback without restriction, attribution, or compensation to You.

8.4 DMCA & Copyright Infringement

If You believe that content within the App infringes Your copyright, please submit a notice to Our designated agent at the contact information provided in Section 19. We will respond to valid notices of alleged infringement in accordance with the applicable copyright laws of Israel and, where applicable, the U.S. Digital Millennium Copyright Act.

9. DATA STORAGE, SECURITY & PRIVACY

9.1 Not a Backup Service

SPLITDAY IS NOT A DATA BACKUP, ARCHIVAL, OR DISASTER RECOVERY

SERVICE. We are not responsible for data loss, corruption, or unavailability resulting from, without limitation: device failure, loss, theft, or damage; app uninstallation or reinstallation; cloud synchronization errors or failures; server outages or maintenance; account deletion; operating system updates; platform changes by Apple or Google; or any other cause. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING YOUR OWN INDEPENDENT BACKUPS OF ALL IMPORTANT DATA.

9.2 Data Processing & Third-Party Services

Your data may be processed, stored, and transmitted through Third-Party Services, including but not limited to Google Firebase (cloud database and authentication), Google Gemini (AI features), RevenueCat (subscription management), Google AdMob (advertising), and analytics providers. Each Third-Party Service operates under its own terms of service and privacy policy. We are not responsible for the data practices, security measures, availability, or actions of Third-Party Services. A security breach, data loss, or service interruption at any Third-Party Service may affect Your data, and We shall not be liable for any such events.

9.3 Security Measures

While We implement commercially reasonable security measures to protect data transmitted through and stored by the App, NO SYSTEM IS COMPLETELY SECURE. We cannot and do not guarantee that Your data will not be accessed, disclosed, altered, corrupted, or destroyed by unauthorized third parties. We are not responsible for security breaches caused by factors beyond Our reasonable control, including but not limited to vulnerabilities in Third-Party Services, operating systems, or network infrastructure. The App does not currently provide built-in biometric/PIN locks; You are responsible for Device-level security.

9.4 Message Immutability

Messages sent within Households are designed to be immutable (non-editable, non-deletable) to maintain communication integrity. This means that once a message is sent, it cannot be removed even at Your request. You should exercise appropriate caution when composing messages.

9.5 Data Portability & Exports

The App may provide features to export data in various formats (CSV, PDF). Export functionality is provided as a convenience only. Exports may not include all data, metadata, or history. Export formats and content may change without notice. We make no guarantee regarding the completeness, accuracy, or usability of exported data.

9.6 Data Retention & Deletion

Upon account deletion, We will make commercially reasonable efforts to delete Your personal data in accordance with Our Privacy Policy and applicable law. However, certain data may be retained for legitimate purposes including: (a) compliance with legal obligations; (b) enforcement of these Terms; (c) dispute resolution; (d) prevention of fraud; (e) data that has been anonymized or aggregated; and (f) backups that are automatically purged on a rolling schedule.

10. PUSH NOTIFICATIONS & COMMUNICATIONS

The App may send push notifications regarding Household activity, messages, expense updates, custody schedule reminders, subscription status, and other App-related information. You may manage notification preferences through Your Device settings. We are not responsible for notifications that fail to deliver due to Device settings, network issues, or operating system limitations. By enabling notifications, You consent to receiving such communications. We may also send You transactional emails related to Your account, which are not subject to unsubscribe requests.

11. ADVERTISEMENTS & THIRD-PARTY LINKS

11.1 Advertisements

The free tier of SplitDay may display advertisements served by third-party ad networks (e.g., Google AdMob). We do not endorse, guarantee, or assume responsibility for any products, services, or content advertised through the App. Your interactions with advertisers are solely between You and the advertiser. Advertisements may use targeting based on non-personally identifiable information as described in Our Privacy Policy.

11.2 Third-Party Links

The App may contain links to third-party websites, services, or resources. These links are provided for convenience only. We do not control, endorse, or assume responsibility for the content, accuracy, privacy policies, or practices of any third-party sites. Accessing third-party links is entirely at Your own risk.

12. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP IS PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- WARRANTIES THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, VIRUS-FREE, OR THAT DEFECTS WILL BE CORRECTED.

- WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF ANY CONTENT, DATA, CALCULATIONS, AI OUTPUTS, OR INFORMATION PROVIDED THROUGH THE APP.
- WARRANTIES THAT THE APP WILL MEET YOUR REQUIREMENTS, EXPECTATIONS, OR SPECIFIC NEEDS.
- WARRANTIES THAT THE APP WILL BE COMPATIBLE WITH ALL DEVICES, OPERATING SYSTEMS, OR NETWORK ENVIRONMENTS.
- WARRANTIES REGARDING THE AVAILABILITY, UPTIME, OR PERFORMANCE OF THIRD-PARTY SERVICES UPON WHICH THE APP DEPENDS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND.
- LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, GOODWILL, OR DATA.
- LOSS OF CUSTODY RIGHTS, ADVERSE CUSTODY OUTCOMES, MODIFICATION OF CUSTODY ORDERS, OR CHANGES TO PARENTING PLANS.
- ADVERSE LEGAL OUTCOMES IN ANY COURT, TRIBUNAL, OR LEGAL PROCEEDING.
- EMOTIONAL DISTRESS, MENTAL ANGUISH, PSYCHOLOGICAL HARM, OR RELATIONAL DAMAGE.
- FINANCIAL LOSSES ARISING FROM INACCURATE EXPENSE CALCULATIONS, RECEIPT SCANNING ERRORS, OR AI-GENERATED DATA.
- DAMAGES ARISING FROM UNAUTHORIZED ACCESS TO, ALTERATION OF, OR LOSS OF YOUR DATA OR ACCOUNT.
- DAMAGES ARISING FROM CONDUCT, CONTENT, OR ACTIONS OF OTHER USERS OR THIRD PARTIES.
- DAMAGES ARISING FROM BUGS, ERRORS, VIRUSES, INTERRUPTIONS, OR DEFECTS IN THE APP.
- DAMAGES ARISING FROM RELIANCE ON ANY DATA, CONTENT, OR INFORMATION OBTAINED THROUGH THE APP.

- DAMAGES ARISING FROM THIRD-PARTY SERVICE FAILURES, OUTAGES, OR DATA BREACHES.
- ANY CLAIMS BY THIRD PARTIES ARISING FROM YOUR USE OF THE APP.

THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE APP SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT YOU ACTUALLY PAID TO US FOR THE APP IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) FIFTY UNITED STATES DOLLARS (\$50.00 USD). THIS LIMITATION APPLIES REGARDLESS OF THE NUMBER OF CLAIMS, THE FORM OF ACTION, OR THE LEGAL THEORY.

13.3 Essential Purpose

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT THE FEES PAID (IF ANY) REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT WE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS.

13.4 Jurisdictional Variations

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. In such jurisdictions, Our liability shall be limited to the maximum extent permitted by law.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Funtika LTD, its officers, directors, employees, agents, affiliates, licensors, successors, and assigns from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorneys' fees and legal costs) arising out of or relating to: (a) Your use or misuse of the App; (b) Your violation of these Terms; (c) Your User Content; (d) Your violation of any applicable law, regulation, court order, or third-party right; (e) any dispute between You and another User or Household member; (f) any claim that Your User Content caused damage to a third party; (g) Your sharing of Invite Codes with unauthorized individuals; (h) Your reliance on data, calculations, or AI outputs from the App; or (i) any misrepresentation made by You. This indemnification obligation survives termination of Your account and these Terms.

15. DISPUTE RESOLUTION & ARBITRATION

15.1 Informal Resolution

Before initiating any formal dispute resolution proceeding, You agree to first contact Us at techxplay@gmail.com and attempt to resolve the dispute informally for a period of at least thirty (30) days. Most disputes can be resolved through good-faith negotiation.

15.2 Binding Arbitration

IF INFORMAL RESOLUTION FAILS, ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE APP SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED IN TEL AVIV, ISRAEL, IN ACCORDANCE WITH THE ARBITRATION RULES OF THE ISRAEL BAR ASSOCIATION OR SUCH OTHER ARBITRATION BODY AS THE PARTIES MAY AGREE. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. EACH PARTY SHALL BEAR ITS OWN COSTS AND FEES UNLESS THE ARBITRATOR DETERMINES OTHERWISE.

15.3 Class Action & Jury Trial Waiver

YOU AND WE EACH AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ARBITRATION, OR ANY CONSOLIDATED OR MULTI-PARTY PROCEEDING. IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE, THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. YOU ALSO WAIVE ANY RIGHT TO A TRIAL BY JURY.

15.4 Exceptions to Arbitration

Notwithstanding the foregoing, either party may: (a) bring an individual action in small claims court (or equivalent court of limited jurisdiction) if the claim qualifies; (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights, confidentiality obligations, or data security; and (c) bring claims that are not subject to mandatory arbitration under applicable law.

15.5 Time Limitation on Claims

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE APP OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. FAILURE TO FILE WITHIN THIS PERIOD SHALL PERMANENTLY BAR THE CLAIM.

16. GOVERNING LAW & JURISDICTION

These Terms and any disputes arising hereunder shall be governed by, construed, and interpreted in accordance with the laws of the State of Israel, without regard to its conflict of law principles. To the extent that judicial proceedings are permitted (as an exception to arbitration), You consent to the exclusive jurisdiction and venue of the courts located in Tel Aviv-Jaffa, Israel. You waive any objection based on inconvenient forum or lack of personal jurisdiction.

17. SERVICE AVAILABILITY & MODIFICATIONS

17.1 No Guarantee of Availability

We do not guarantee that the App will be available at all times. The App may experience downtime due to maintenance, updates, server issues, Third-Party Service outages, internet disruptions, platform changes by Apple or Google, or other factors beyond Our control. We shall not be liable for any interruption or unavailability of the App.

17.2 Right to Modify or Discontinue

We reserve the right to modify, update, suspend, or discontinue the App or any feature, functionality, or content thereof at any time, with or without notice, and without liability to You. This includes the right to: (a) add, change, or remove features; (b) change the underlying technology, APIs, or Third-Party Services; (c) change system requirements; (d) impose new usage limits; and (e) discontinue the App entirely. If We discontinue the App, We will make commercially reasonable efforts to provide advance notice where practicable.

17.3 Updates & Compatibility

From time to time, We may release updates to the App. Some updates may be mandatory for continued use. We do not guarantee backward compatibility. Certain features may require a minimum operating system version or Device specification. You are responsible for ensuring Your Device meets the App's system requirements.

18. FORCE MAJEURE

We shall not be liable for any failure or delay in performing Our obligations under these Terms where such failure or delay results from events beyond Our reasonable control, including but not limited to: acts of God; natural disasters; epidemics or pandemics; war, terrorism, or civil unrest; government actions, sanctions, or embargoes; strikes or labor disputes; power outages; internet or telecommunications failures; cyberattacks or security breaches by third parties; Third-Party Service failures or changes; changes in applicable law or regulations; acts of regulatory authorities; fire, flood, earthquake; or any other circumstances beyond Our reasonable control (each a "Force Majeure Event"). During a Force Majeure Event, Our obligations shall be suspended for the duration of the event.

19. GENERAL PROVISIONS

19.1 Entire Agreement

These Terms, together with the Privacy Policy and any other policies incorporated by reference, constitute the entire agreement between You and Us regarding the subject matter hereof and supersede all prior or contemporaneous oral or written agreements, understandings, representations, and warranties.

19.2 Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from these Terms. The remaining provisions shall continue in full force and effect.

19.3 No Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. A waiver of any provision shall be effective only if made in writing and signed by Us.

19.4 Assignment

You may not assign, transfer, or delegate Your rights or obligations under these Terms without Our prior written consent. We may freely assign, transfer, or delegate Our rights and obligations under these Terms, in whole or in part, without notice to or consent from You, including in connection with a merger, acquisition, corporate restructuring, sale of assets, or by operation of law.

19.5 Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights, except that Our officers, directors, employees, agents, affiliates, licensors, and service providers are intended third-party beneficiaries of the limitation of liability and indemnification provisions.

19.6 Survival

The following sections shall survive termination or expiration of these Terms: Definitions, Critical Legal Disclaimers, Intellectual Property, Disclaimer of Warranties, Limitation of Liability, Indemnification, Dispute Resolution & Arbitration, Governing Law, and General Provisions.

19.7 Headings

Section headings are provided for convenience only and shall not affect the interpretation of these Terms.

19.8 Language

These Terms are drafted in English. If these Terms are translated into any other language, the English version shall prevail in the event of any inconsistency or dispute.

19.9 Electronic Communications

By using the App, You consent to receive electronic communications from Us. These communications may include notices about Your account, transactional information, and promotional messages. You agree that all agreements, notices, disclosures, and other communications We provide electronically satisfy any legal requirement that such communications be in writing.

19.10 Export Compliance

You agree to comply with all applicable export control laws and regulations. You may not use, export, or re-export the App in violation of any applicable export control laws, including without limitation the export laws of the United States and Israel.

19.11 Government Users

If You are a government entity or user, the App is provided as “commercial computer software” and “commercial computer software documentation” consistent with applicable regulations. Use, reproduction, and disclosure are subject to these Terms.

20. APPLE & GOOGLE APP STORE SPECIFIC TERMS

20.1 App Store Compliance

You acknowledge that these Terms are between You and Funtika LTD only, and not with Apple Inc. (“Apple”) or Google LLC (“Google”). Apple and Google are not responsible for the App or its content.

20.2 Apple-Specific Terms (iOS Users)

If You downloaded the App from the Apple App Store, You acknowledge and agree that: (a) Apple has no obligation to furnish any maintenance or support services for the App; (b) in the event of any failure to conform to applicable warranties, You may notify Apple for a refund of the purchase price (if any), and Apple has no other warranty obligation; (c) Apple is not responsible for addressing any claims relating to the App, including product liability, legal compliance, or intellectual property infringement; (d) Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against You; and (e) Your use must comply with Apple’s App Store Terms of Service.

20.3 Google-Specific Terms (Android Users)

If You downloaded the App from the Google Play Store, You acknowledge and agree that: (a) Google has no obligation to provide maintenance or support for the App; (b) Google is not responsible for any claims relating to the App; and (c) Your use must comply with Google Play’s Terms of Service and Developer Distribution Agreement.

21. INTERNATIONAL USERS & COMPLIANCE

21.1 International Access

The App is operated from Israel. If You access the App from outside Israel, You do so at Your own initiative and risk, and You are solely responsible for compliance with all local laws and regulations applicable to Your use of the App in Your jurisdiction.

21.2 GDPR Compliance (European Economic Area)

If You are located in the European Economic Area (EEA), United Kingdom, or Switzerland, Your personal data will be processed in accordance with Our Privacy Policy and applicable data protection laws, including the General Data Protection Regulation (GDPR). You may have rights including access, rectification, erasure, data portability, restriction of processing, and the right to object, as detailed in Our Privacy Policy. Nothing in these Terms is intended to limit Your rights under the GDPR or other mandatory consumer protection laws.

21.3 Consumer Protection Laws

To the extent that mandatory consumer protection laws in Your jurisdiction provide rights or protections that cannot be waived or limited by contract, those rights and protections shall apply notwithstanding any contrary provision in these Terms. Nothing in these Terms is intended to exclude or limit liability that cannot lawfully be excluded or limited.

22. CONTACT INFORMATION

For questions, concerns, or notices regarding these Terms, please contact:

Funtika LTD

Email: techxplay@gmail.com

Subject Line: "SplitDay Terms of Service Inquiry"

We aim to respond to all inquiries within fourteen (14) business days.

BY DOWNLOADING, INSTALLING, CREATING AN ACCOUNT, OR OTHERWISE USING SPLITDAY, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE IN THEIR ENTIRETY, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE LEGALLY BOUND BY ALL OF THEIR PROVISIONS.