

TERMS OF SERVICE

THANK YOU FOR USING FINNICK!

Our mission is to make managing money fun and easy. Doing the work is tiring enough, we love to bring joy! More importantly, we believe money is meant to work for us, not us slaving for them. Therefore, let's strive to see how we can view money differently!

We wrote this Terms & Conditions to help you understand the binding agreement as a user with Finnick when you choose to use our application. This Terms of Service applies to the website, all products and services offered by Finnick (hereafter referred to as "Finnick"). For the purposes of these Terms, "we" or "us" refers to the party with whom you are entering into this agreement

1. USING FINNICK

Who can use Finnick

You may use Finnick only if you follow these Terms and all applicable laws. You agree that we might automatically update Finnick software, and these Terms will apply to any updates. When you create your Finnick account, you must provide us with accurate and complete information.

If your account was previously disabled for violating these Terms, any of our policies or for legal reasons, you will not create a new Finnick account without our expressed written permission, which will only be provided at our sole discretion.

In using Finnick, you agree not to scrape, collect, search, copy or otherwise access data or content from Finnick in unauthorized ways, such as by using automated means (without our expressed prior permission), or access or attempt to access data you do not have permission to access. You agree not to use Finnick for any commercial purposes.

Any use of Finnick not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Our license to you

Subject to your compliance with these Terms and our policies, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access and use Finnick as stated under these Terms and our policies.

You will not use Finnick for the benefit of unauthorized third parties. Nothing in these Terms will be construed to grant you any right to transfer or assign rights to access or use Finnick. All rights not expressly granted to you are reserved by Finnick.

Your rights to use the platform

You will need to sign up for an account to use Finnicks. We may need to verify your identity, and you authorize us to collect information (e.g., date of birth, address) from you for verification purposes (collectively, with all information requested to enable your account, "Account Information"). You will provide accurate, up-to-date Account Information. We disclaim any liability arising from your failure to do so, which may further limit your ability to use the Finnicks, affecting Finnicks's accuracy and effectiveness.

You are responsible for securely managing your Account Information, including any password(s) for Finnicks. You will notify us immediately if you believe that your Account Information or device you use to access Finnicks has been lost or stolen or that someone is using your account without your permission.

Prohibited use

Finnicks does not condone or support any activity that is illegal, violates the rights of others, harms or damages Finnicks's reputation, or could cause Finnicks to be liable to a third party. At minimum, you may not use Finnicks to:

- Violate any law, regulation, executive order or ordinance, including through actions that give rise to criminal, civil, administrative or regulatory liability and/or fines.
- Post or share Content that is or may be illegal or inappropriate, including material that may be defamatory, obscene, harassing, offensive, fraudulent, objectionable or infringing.
- Transmit any virus, trojan horse, or other disruptive or harmful software or data.
- Send any unsolicited or unauthorized advertising, such as spam.
- Impersonate or misrepresent your affiliation with Finnicks.
- Reproduce, modify, resell, license, or provide free or unauthorized access to Finnicks or make Finnicks available on any file-sharing, virtual desktop or application hosting service.
- Attempt to reverse engineer, decompile or disassemble in any way Finnicks.
- Engage in unauthorized access, monitoring, interference with, or use of Finnicks or third party accounts, information (including personal information), computers, systems or networks, including scraping or downloading content that does not belong to you.
- Encourage or enable any other individual to do any of the above or otherwise violate this Agreement.

2. YOUR CONTENT AND DATA

You are solely responsible for anything you write, submit, receive, share and store or any data you input into Finnicks (collectively, your "Content"). Content includes, but is not limited to, data, information, materials, text, graphics, images, audio, video that are uploaded, transmitted, posted, generated, stored, or otherwise made available through Finnicks.

You have no obligation to provide any content to Finnick, and you choose what content to be provided. You acknowledge certain functionalities in Finnick may be dependent upon the provision of Content.

You retain any intellectual property rights that you have in your Content. By sharing your Content on Finnick, you hereby grant Finnick a license to use your Content, as described in more detail below. This license covers your Content to the extent your Content is protected by intellectual property rights.

Scope

This license is:

- Worldwide, which means it's valid anywhere in the world.
- Non-exclusive, which means you can license your Content to others.
- Royalty-free, which means there are no fees for this license.

Rights

This license allows Finnick to:

- Host, reproduce, distribute, communicate, sublicense and use your Content – for example, to save your Content on our systems and make it accessible from anywhere you go.
- Publish or publicly display your Content, if you have made it visible to others.
- Modify and create derivative works based on your Content, such as reformatting or translating it.

Purpose

This license is for the limited purpose of operating, providing and improving Finnick, which means allowing Finnick to work as designed and creating new features and functionalities.

Duration

This license lasts for as long as your Content is protected by intellectual property rights. Finnick may collect, derive or generate de-identified and/or aggregated data regarding your usage of or the performance of Finnick, including data derived from your Content. Finnick will own all such data and may use this data without restriction, including, but not limited to, operating, analyzing, and improving Finnick.

As between you and Finnick, Finnick retains all right, title or interest in and to Finnick, except for the rights granted to you.

3. INTELLECTUAL PROPERTY

You acknowledge and agree that, as between you and Finnick, we own all right, title and interest in and to Finnick and all intellectual property rights (including but not limited to the copyrights,

trademarks and patents) therein (the “Finnick IP”) and you must not use any of the Finnick IP, except as necessary for your permitted use of Finnick. Finnick IP does not include User Content.

If you use Finnick IP in breach of these Terms, your right to use Finnick will terminate immediately and you must, at our discretion, return or destroy any copies of the Finnick IP you have made. No right, title or interest in or to Finnick IP is transferred to you under these Terms, and we reserve all rights not expressly granted.

We respect the copyrights of others and expect you to do the same. If you repeatedly infringe the copyrights of others, we may terminate your account. Finnick may also terminate your use of Finnick based on our reasonable suspicion that your activities, business or products are objectionable or promote, support or engage in any of the prohibited uses described above.

We may disclose any information necessary to satisfy our legal obligations, protect Finnick or its customers, or operate Finnick properly.

4. SECURITY

While we work to protect the security of your Content and Account Information, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Keep your password secure and do not disclose it to any other person or entity. Please notify us immediately of any suspicion of unauthorized access to your account or any other breach of security.

5. THIRD PARTY LINKS, SITES AND SERVICES

Finnick may contain links to third party websites, advertisers, services, software components, special offers or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third party websites, information, materials, products or services. If you access any third party website, service or content, etc. from Finnick, you do so at your own risk and you agree that we have no liability arising from your use of, purchase from or access to any third party website, service, or content, etc.

6. TERMINATION

We may terminate or suspend your right to access or use Finnick for any violation of these Terms. Where required by law, we will provide you with written notice. You may also terminate or delete your account at any time. Finnick may terminate this Agreement (and your account) at any time at our discretion.

Upon expiration of your subscription or cancellation of your account, or Finnick’s termination of your account or this Agreement, you must immediately stop using Finnick and pay all fees for

Platform used if applicable. No expiration or termination will affect your obligation to pay all fees due or that may have accrued through the effective date of expiration or termination or entitle you to any refund.

Upon termination, Sections 2,7, 8, 10, 11, and 12 of these Terms will continue to be operative.

7. DISCLAIMERS

The only warranties we make about Finnicks are already stated in this Agreement, or as provided under applicable laws. Finnicks is otherwise provided "as-is," and we do not make any other warranties about Finnicks. Unless required by law, we do not provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that Finnicks is error-free, secure, or free from any viruses or other harmful components. We also do not provide any warranties with respect to data loss or to the accuracy, reliability, or availability of Finnicks, nor of any content (including any Content) or information made available in Finnicks. If the exclusions for implied warranties do not apply to you, any implied warranties are limited to sixty (60) days from the date of purchase or delivery of Finnicks, whichever is sooner.

8. INDEMNITY

You will indemnify and hold harmless Finnicks for any losses, damages, judgments, fines, costs and expenses (including legal fees) in connection with any claims arising out of or relating to your unlawful or unauthorized use of Finnicks or violation of this Agreement. Finnicks reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any claims. You agree to reasonably cooperate as requested by Finnicks in the defense of any claims.

9. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Finnicks shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the service; (b) any conduct or content of any third party on the service, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; or (c) unauthorized access, use or alteration of your transmissions or content.

10. GENERAL TERMS

Changes to terms of service

Finnick has the discretion to update this Terms of Service at any time. When we do, we will post a notice on our site, revise the updated date at the bottom of this page. We encourage you to frequently check this page for any changes. You acknowledge and agree that it is your responsibility to review this Terms of Service periodically and become aware of modifications.

Your acceptance of these terms

By using Finnick, you signify your acceptance of this policy and other changes after they take effect. Your continued access to or use of Finnick after such an update constitutes your binding acceptance of such changes. Disputes arising under these Terms will be resolved in accordance with the version of these Terms in place at the time the dispute arose. By continuing to use Finnick, you are agreeing to be bound by the then-current version of these Terms.

Entire agreement

These Terms constitute the entire agreement between you and us concerning Finnick. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

No waiver

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

11. CONTACTING US

If you have any questions about this Terms of Service or the practices of this site, please contact us at: contacts.finnick@gmail.com

Effective March 3, 2024