

# Terms and Conditions

Effective date: June 12, 2024

Welcome to Eclipse! We're happy to provide you a free platform to optimize your credit card payments and management. We're super excited to have you here!

By using the Eclipse app developed by EclipseCard Inc. ("Eclipse", "we", "us", "our"), you agree to the following terms and conditions.

## Introduction

These Terms and Agreement governs your use of the Eclipse mobile application (the 'App'). If you disagree with any part of the terms, then you may not download or use the app.

## Acceptance of Terms

By creating an account and using Eclipse, you agree to be bound by the following terms and conditions ('Terms'), whether you read them or not. If you do not agree to the Terms, it is your sole responsibility to immediately cease logging onto and using the app.

## Use of the App

When we refer to our "Services" we refer to all products and services which are owned and operated by EclipseCard Inc. We provide a variety of products and services, which include the following key Services:

- I. **Eclipse Wallet:** A digital wallet.
- II. **Eclipse Real Time Credit Card Optimization:** We provide you the best credit card to use from your Eclipse Wallet at any location, in real time, based on our algorithm.
- III. **Eclipse Credit Card Recommendations:** If you're looking for new credit cards, you can check out our recommendation algorithm which recommends credit cards based on your inputting profile.

We reserve the right in our sole discretion to change how we operate and provide our Services. This includes implementing new services, altering existing services, and suspending, terminating, or restricting your access to any or all aspects of our Services and App.

## **User Accounts**

You will need to register for an Eclipse account to access many of our services, including the Eclipse Real Time Credit Card Optimization, Eclipse Credit Card Recommendations, and the Eclipse Wallet. You may choose to create an account with email, Google, or Apple authentication services.

If you register for an account on Eclipse's app, you certify that:

- I. You are only registering an account for yourself
- II. You will create a unique password for your Eclipse account which is not re-used across any other unaffiliated services
- III. Any information provided to us is true

You must keep your password confidential and may not share it with anyone else. Furthermore, you must not allow anyone else to log into our App or Services as you. You are responsible for all actions which occur under your Eclipse account. You agree to notify Eclipse of any unauthorized use of your password or email/username or any other security breach.

When registering for an Eclipse account you authorize us to create and maintain an account in your name using the information provide to us when you registered an account and any other information which may be collected about you in accordance with our Privacy Policy. In accordance with our Privacy Policy, we may use any account information you provide to us and any other information we obtain, to personalize our services to you.

## **Privacy Policy**

Our Privacy Policy is available at <https://github.com/EclipseCard/Public-Files> under the 'documents' folder.

## **Intellectual Property**

Except as otherwise stated, the App and all of our Services, including, but not limited to, Eclipse Wallet, Eclipse Real Time Credit Card Optimization, and Eclipse Credit Card Recommendations, are owned by or licensed to Eclipse, and its affiliates. Our App and Services are protected by copyright, trademark, or any other intellectual property laws and treaties. Eclipse makes no proprietary claim to any other third party copyrights, trademarks, or service marks appearing on our App and Services. Any third party copyrights, trademarks, or service marks are the properties or their respective owners. The Services may not be copied, reproduced, modified, published, uploaded, downloaded, posted, transmitted, or distributed in any way. The App may not be reproduced or modified in any way.

## **Limitation of Liability**

You must comply with all applicable laws when interacting with and using our Services. You are not permitted to access or use our Services in any country or jurisdiction where it would be contrary to the laws of said country or jurisdiction or would subject Eclipse to the laws of such jurisdiction. All of our services, content, and any content provided through our services is provided “as is” and “as available” without any warranties or conditions of any kind.

## **Governing Law**

The governing law will depend on the country in which you use Eclipse.

Canada: EXCEPT IN THE PROVINCE OF QUEBEC, these Terms shall be governed and construed in accordance with the laws of the Province of Nova Scotia, Canada.

United States of America: These Terms shall be governed and construed in accordance with the laws of the State of New York, U.S.A.

## **No Class Actions**

**YOU AND ECLIPSE AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.**

## **Termination**

Eclipse may terminate your account your access to any or all of the Services at any time with or without cause, with or without notice, effective immediately. Your agreement to these Terms is effective until your Eclipse account is deactivated either by you or by Eclipse and you discontinue the use of all of our Services and App.

## **Contact Information**

To get in touch with the Eclipse team, please email us at [info@eclipsecard.net](mailto:info@eclipsecard.net).

## **Apple App Store Additional Requirements**

If the App is provided to you through the Apple Inc App Store, then the following terms apply to you in addition to all the other terms and conditions of these Terms.

- I. You acknowledge that these Terms are between you and Eclipse only and not with Apple. The responsibility for the App and its contents is thus governed through these Terms.
- II. You may use the App only on an iPhone that you own or control.
- III. You and Eclipse acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- IV. Eclipse is solely responsible for any product warranties. To the maximum extent permitted by the applicable law, Apple will not have any other warranty obligations whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by these Terms.
- V. Eclipse, not Apple, is responsible for any claims in connection with the App related to product liability. A failure to conform to applicable legal or regulator requirements or claims addressing any user or third party claims relating to the App is governed by these Terms, and Apple is not responsible for such claims.
- VI. You acknowledge that any third party claim that the App of your possession and use of the App infringes that third party's intellectual property rights will be governed by these Terms, not Apple. Eclipse, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of such intellectual property infringement claim.
- VII. You may contact us for any questions, complaints, or claims to our email: [info@eclipsecard.net](mailto:info@eclipsecard.net)
- VIII. Apple is a third party beneficiary and by agreeing to these Terms, Apple may enforce these Terms against you.