

Terms and Conditions for Financial Advice Mobile App - FCAI

Last Updated: 1/23/2024

Welcome to FCAI, a mobile application ("the App") that provides financial advice and consulting services. Before you use the App, please carefully read and understand the following terms and conditions ("Terms") that govern your use of the App.

By accessing or using the App, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the App.

1. User Eligibility

You must be at least 18 years old to use the App. By using the App, you affirm that you are over 18 years old and capable of entering into a legally binding agreement.

2. Nature of Advice

The App provides general financial advice generated by algorithms and may also include advice from licensed financial advisors. All advice provided is for informational purposes only and should not be considered as personalized financial advice or a substitute for professional financial advice.

3. User Responsibilities

- (a) You are solely responsible for the decisions you make based on the advice received from the App.
- (b) You acknowledge that the financial advice provided is general in nature and may not take into account your specific financial situation, objectives, or needs.
- (c) It is your responsibility to consult with a qualified financial advisor for personalized advice based on your individual circumstances.

4. Financial Advisor Contributions

- (a) The App may include advice from licensed financial advisors. This advice is provided for informational purposes only, and the App does not endorse or guarantee the accuracy, completeness, or suitability of any advice provided by external financial advisors.
- (b) The App does not assume any liability for the actions or advice of external financial advisors.
- (c) The App does not assume any liability for the actions or advice from the financial advice generated by the algorithms.

5. Accuracy of Information

While we strive to provide accurate and up-to-date information, we do not warrant or guarantee the accuracy, completeness, or reliability of any information on the App.

6. User Account

(a) To access certain features of the App, you may be required to create a user account. You agree to provide accurate, current, and complete information during the registration process.

(b) You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

7. Privacy Policy

Your use of the App is also governed by our Privacy Policy, which can be found

<https://github.com/SolidD2021/T-C/blob/main/Privacy%20Policy%20PDF.pdf>

. Please review the Privacy Policy to understand how we collect, use, and disclose information.

8. Termination of Service

We reserve the right to terminate or suspend your access to the App at any time, without prior notice, for any reason, including, but not limited to, a breach of these Terms.

9. Changes to Terms

We may update these Terms from time to time. Any changes will be effective immediately upon posting the updated Terms on the App. Your continued use of the

App after the posting of changes constitutes your acceptance of the modified Terms.

10. Purchases

Generally. From time to time, The App may offer products and services for purchase (“in app purchases”) through the App Store, Google Play Store, carrier billing, The App direct billing or other payment platforms authorized by The App. If you choose to make an in app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment (be it your card or a third party account such as Google Play Store or the App Store) (your “Payment Method”) will be charged for the in app purchase at the prices displayed to you for the service(s) you’ve selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize The App or the third party account, as applicable, to charge you.

Additional Terms that apply if you pay The App directly with your Payment Method. If you pay The App directly, The App may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, The App may terminate your account immediately in its sole discretion.

You may edit your Payment Method information by visiting The App and going to Settings. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, terminate or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.

Virtual Items. From time to time, you may be able to purchase, earn, or be granted a limited, personal, non-transferable, non-sublicensable, revocable license to use “virtual items,” which could include virtual products or virtual “coins” or other units that are exchangeable within the Service for virtual products (collectively, “Virtual Items”). Any Virtual Item balance shown in your account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license. Virtual Items do not incur fees for non-use, however, the license granted to you in Virtual

Items will terminate in accordance with the terms of this Agreement, when The App ceases providing the Service, or your account is otherwise closed or terminated. The App, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and may distribute Virtual Items with or without charge. The App may manage, regulate, control, modify or eliminate Virtual Items at any time. The App shall have no liability to you or any third party in the event that The App exercises any such rights. Virtual Items may only be redeemed through the Service. ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE. The provision of Virtual Items for use in the Service is a service that commences immediately upon the acceptance of your purchase of such Virtual Items. YOU ACKNOWLEDGE THAT THE APP IS NOT REQUIRED TO PROVIDE A REFUND IN RESPECT OF VIRTUAL ITEMS FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

Refunds. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a

refund for a subscription offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in Arizona, California, Colorado, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:

You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription, which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of The App) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription, which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below. Purchases of Virtual Items are FINAL AND NON-REFUNDABLE.

To request a refund:

If you made a purchase using your Apple ID, refunds are handled by Apple, not The App. To request a refund, go

to the App Store, click on your Apple ID, select “Purchase history,” find the transaction and hit “Report Problem”. You can also submit a request at <https://getsupport.apple.com>.

11. Contact Information

If you have any questions or concerns about these Terms, please contact us at Jack@FCAI.com.

By using the App, you agree to comply with these Terms. Thank you for using FCAI!