

Terms of Use

Introduction

Welcome to the Phundit app ("App"). These Terms of Use ("Terms") govern your use of the App provided by Phundit ("we", "us", or "our"). By accessing or using the App, you agree to be bound by these Terms.

Eligibility

By using the App, you represent and warrant that you are at least 13 years of age. If you are under 13 years of age, you must not use or access the App. If you are under the age of majority in your jurisdiction, you must have the permission of your parent or legal guardian to use the App.

License

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to download, install, and use the App on your personal mobile device. You agree that you will not use the App for any commercial purpose or in any manner not permitted by these Terms.

Account

To access certain features of the App, you may need to register for an account. You are responsible for maintaining the confidentiality of your account information, including your username and password, and you are responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account.

Prohibited Conduct

- You agree not to engage in any of the following activities while using the App:
- Using the App for any illegal, harmful, or unauthorized purpose or in a manner that violates any applicable laws or regulations;
- Attempting to access, tamper with, or use non-public areas of the App, our computer systems, or the technical delivery systems of our providers;
- Interfering with, or attempting to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the App;
- Reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code of the App or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
- Copying, modifying, creating derivative works of, or distributing the App or any content included therein, except as expressly permitted by these Terms.

Modifications and Termination

We reserve the right to modify or discontinue the App, temporarily or permanently, at any time without notice. We may also terminate your access to the App for any reason, without notice, and without liability to you.

Disclaimer of Warranties

The App is provided on an "as-is" and "as-available" basis. We disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that the App will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

Limitation of Liability

In no event will we be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including, but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the App; (ii) any conduct or content of any third party on the App; (iii) any content obtained from the App; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage.

Changes to These Terms

We may update these terms from time to time. We will notify you of any changes by posting the updated Terms within the App or on our website. It is your responsibility to review these Terms periodically for any changes. Your continued use of the App after the posting of the updated Terms constitutes your acceptance of the modified Terms.

Governing Law and Jurisdiction

These Terms and your use of the App will be governed by and construed in accordance with the laws of the jurisdiction in which our company is registered, without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within that jurisdiction for the resolution of any disputes arising out of or relating to these Terms or your use of the App.

Third-Party Services

The App may contain links to third-party websites, applications, or services that are not owned or controlled by us. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites, applications, or services. By using the App, you expressly release us from any and all liability arising from your use of any third-party website, application, or service.

Contact Information

If you have any questions or concerns about these Terms, please contact us at admin@phundit.app.

Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the remaining provisions of these Terms will otherwise remain in full force and effect.

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding your use of the App and supersede any prior agreements, whether written or oral, relating to your use of the App.