

FinWise: Terms of Use

Last Updated: January 26, 2025

ACCEPTANCE OF TERMS

These Terms of Use constitute a legally binding agreement between you, whether as an individual or on behalf of an entity ("you"), and FinWise ("Company," "we," "us," or "our"). By accessing and using the FinWise website (the "Platform"), including any related media forms or channels, you agree to be bound by these Terms of Use. If you do not agree with all of these terms, you are expressly prohibited from using the Platform, and you must discontinue use immediately.

Supplemental terms, conditions, or documents posted on the Platform are hereby incorporated by reference. We reserve the right to modify these Terms of Use at any time, and your continued use of the Platform after such modifications constitutes acceptance of the revised terms.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specified, the Platform and its content, including source code, databases, software, designs, audio, video, text, photographs, and graphics (collectively, the "Content") are the proprietary property of FinWise. The Content and associated trademarks, service marks, and logos ("Marks") are protected by various intellectual property and unfair competition laws. Except as expressly provided in these Terms of Use, reproduction, distribution, or exploitation of the Platform, Content, or Marks for commercial purposes is strictly prohibited without our prior written consent.

Users are granted a limited license for personal, non-commercial use, subject to compliance with these Terms of Use. All rights not expressly granted are reserved.

USER REPRESENTATIONS

By using the Platform, you represent and warrant that:

1. All registration information is true, accurate, current, and complete.
2. You will maintain accurate information and promptly update as necessary.
3. You have legal capacity and agree to comply with these Terms of Use.
4. You are not a minor, or if a minor, have parental permission to use the Platform.

5. You will not use automated or non-human means to access the Platform.
6. You will not use the Platform for illegal or unauthorized purposes.
7. Your use of the Platform will not violate any applicable law or regulation.

Providing untrue or incomplete information grants us the right to suspend or terminate your account.

USER REGISTRATION

Registration may be required to access certain features of the Platform. You agree to keep your password confidential and are responsible for all account activities. We reserve the right to remove or change inappropriate usernames.

PROHIBITED ACTIVITIES

Users may not use the Platform for any purpose other than intended. Prohibited activities include, but are not limited to:

1. Unauthorized data retrieval for creating collections without written permission.
 2. Unauthorized use, including collecting user information or creating accounts by automated means.
 3. Advertising or offering goods/services without approval.
 4. Interfering with security features or circumventing measures on the Platform.
 5. Making improper use of support services or submitting false reports.
 6. Engaging in automated system use, data mining, or similar activities.
 7. Impersonating others, selling/transferring profiles, or using the Platform to harm others.
 8. Bypassing Platform measures to prevent access.
 9. Harassing employees or agents.
 10. Deleting copyright or proprietary rights notices.
 11. Uploading/transmitting viruses, spam, or harmful material.
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SUBMISSIONS

Any information, feedback, or submissions provided to us become our property for unrestricted use without acknowledgment or compensation. Users waive moral rights to submissions.

THIRD-PARTY WEBSITES AND CONTENT

The Platform may link to Third-Party Websites or display Third-Party Content. We are not responsible for the accuracy or policies of such content. Users accessing Third-Party Websites do so at their own risk.

SITE MANAGEMENT

We reserve the right to monitor the Platform, take legal action against violators, and manage the Platform to protect our rights and ensure proper functioning.

PRIVACY POLICY

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At FinWise, we prioritize the privacy and security of your data. By utilizing our platform, you are agreeing to abide by the terms outlined in this Privacy Policy. This Privacy Policy is an integral part of our Terms of Use. It is important to note that our platform is hosted in the United States. If you access our platform from the European Union, Asia, or any other region with different laws governing personal data, you are consenting to the transfer of your data to the United States.

TERM AND TERMINATION

These Terms of Use will be in effect as long as you are using our platform. We reserve the right, without notice or liability, to deny access to the platform for any reason, including violation of these Terms of Use or any applicable laws. We may terminate your account or delete your content at any time, without warning and at our sole discretion. If your account is terminated, you are prohibited from creating a new account.

MODIFICATIONS AND INTERRUPTIONS

We retain the right to change, modify, or remove platform content at our discretion without notice. We are not obligated to update information, and we may modify or

discontinue the platform without notice. We are not liable for any loss, damage, or inconvenience caused by interruptions, errors, or discontinuance of the platform.

GOVERNING LAW

These Terms of Use and your use of the platform are governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law principles.

DISPUTE RESOLUTION

Informal Negotiations: Before initiating arbitration, both parties agree to attempt informal negotiations for at least thirty (30) days.

Binding Arbitration: If informal negotiations fail, disputes will be exclusively resolved through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Parties agree not to litigate disputes, except for certain exceptions.

CORRECTIONS

We reserve the right to correct any errors, inaccuracies, or omissions on the platform. We are not liable for any resulting loss or damage.

DISCLAIMER

The platform is provided on an "as-is" and "as-available" basis. We disclaim all warranties, including implied warranties of merchantability and fitness for a particular purpose. We are not responsible for errors or inaccuracies on the platform.

LIMITATIONS OF LIABILITY

We, along with our directors, employees, and agents, are not liable for any direct, indirect, or consequential damages arising from your use of the platform.

INDEMNIFICATION

You agree to defend and indemnify us from any loss, damage, liability, claim, or demand resulting from your use of the platform.

USER DATA

While we maintain data related to platform performance, you are responsible for your transmitted data. We are not liable for any loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

You consent to receive electronic communications and agree to electronic delivery of notices and records. Electronic signatures are accepted.

CALIFORNIA USERS AND RESIDENTS

For unresolved complaints, California users can contact the Complaint Assistance Unit of the California Department of Consumer Affairs.

MISCELLANEOUS

These Terms of Use, along with any posted policies, constitute the entire agreement between you and us. If any provision is deemed unlawful, it is severable and does not affect the remaining provisions. No joint venture, partnership, employment, or agency relationship is created. You agree that these Terms of Use are not construed against us due to drafting. You waive defenses based on the electronic form of these Terms of Use.

CONTACT US

For complaints or additional information about platform usage, contact us at:

FinWise
2357 Mcfarland Pkwy

Cumming, GA 30004

United States
Phone: 404-431-4373

Email: finwise@gmail.com

Cookie Policy

Effective Date: January 26, 2025

Introduction This Cookie Policy explains how FinWISE ("we," "our," or "us") uses cookies and similar technologies to enhance your experience on our platform. By using our website or app, you consent to the use of cookies as outlined in this policy.

What Are Cookies? Cookies are small text files stored on your device (computer, tablet, or smartphone) when you visit a website. They help us improve functionality, analyze usage, and provide tailored content.

Types of Cookies We Use

- **Essential Cookies:** These are necessary for our platform to function and cannot be turned off. They include login authentication and session management.
 - **Performance Cookies:** These cookies help us understand how users interact with our app by collecting data on page visits, load times, and errors.
 - **Functional Cookies:** These remember your preferences, such as language settings and saved preferences, to provide a personalized experience.
 - **Marketing Cookies:** Used to deliver ads relevant to you and measure the effectiveness of our marketing campaigns.
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How We Use Cookies We use cookies to:

- Keep you logged into your account.
- Track and analyze usage trends to improve functionality.
- Remember your preferences and settings.
- Provide tailored content and ads.

Third-Party Cookies We may allow third-party services, such as analytics providers and advertisers, to place cookies on your device. These third parties may use the information collected to provide insights or advertising tailored to your interests.

Managing Cookies You can manage or disable cookies through your browser settings. However, please note that disabling certain cookies may impact your experience with our platform.

Changes to This Policy We may update this Cookie Policy periodically to reflect changes in technology or legal requirements. Any changes will be posted on this page with an updated effective date.

Contact Us If you have any questions or concerns about this Cookie Policy, please contact us at finwise@gmail.com

License:

MIT License

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The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT

HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY,
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