

# Terms of Use

Spendee is an application for various platforms, developed and offered to you by SPENDEE s.r.o., Id. No.: 05912890, with its registered office at Namesti I.P. Pavlova 1789/5, 120 00 Prague, Czech Republic ("Provider"). It enables its users to track and manage personal finance and analyze their income and expenses. Your use of the Spendee application and all the related services provided through it by Provider (collectively referred as "Spendee") is subject to the following terms ("Terms"), which upon your acceptance form a legally binding agreement between you and the Provider ("Agreement"). For the avoidance of doubt, such agreement is concluded solely between you and the Provider and there are no other parties to it.

Spendee is currently available in its basic version free of charge, however it contains in-app purchases as it also offers paid subscriptions with additional features ("Paid features").

## Acceptance

These Terms regulate the legal relationship between you and the Provider and also represent a framework contract on the basis of which Provider is providing an account information service to you. The Terms are always available to you through the distribution platforms or in the Spendee application and you have the right to request them to be sent to your e-mail in the form of a PDF file. You may not use Spendee unless you express your acceptance of the Terms during the sign-up process by choosing "Accept" in a confirmation dialog box. You are also expressing your acceptance and willingness to be bound by these Terms by using or otherwise accessing Spendee.

You may not accept these Terms unless you are at least 15 years of age and you have sufficient legal capacity to enter into a contract. If you are less than 18 years of age, you must have your parent or legal guardian's permission to accept the Terms and use Spendee.

By accepting these Terms you declare that you are not a politically exposed person as defined by [Section 4 \(5\) of the Act No. 253/2008 Coll.](#) on anti-money laundering, as amended. If you fail to comply or cease to comply with this condition, or if you have any doubt as to whether you fulfil this condition, you must contact the Provider by email: [hello@spendee.com](mailto:hello@spendee.com).

## Term and Termination

The Agreement will remain in full force and effect while you use Spendee and until terminated by either you or the Provider. Termination always includes deletion of your user account.

You may terminate the Agreement at any time and for any reason by sending a notice to the Provider (by e-mail) and deleting the Spendee application. Refund of your purchases is in such case not possible.

Provider may terminate the Agreement upon notice at any time and for any reason. The notice period is 2 months unless immediate termination is agreed between you and Provider. In exceptional circumstances under relevant EU or Czech law, such as money laundering or terrorist financing, any action which targets the freezing of funds, or any specific measure linked to the prevention and investigation of crimes, Provider may terminate the Agreement without notice at any time. In case of termination due to your breach of the Terms you are not entitled to any refunds.

## Amendments

When there are changes in laws or regulations, conditions in the financial services markets, technology or organisational processes, or when changes are needed due to compliance with the statutory obligation of prudential business rules or in order to improve quality of services provided through Spendee application, Provider may amend the Terms at its sole discretion. Such an amendment may cover areas such as amending and terminating the Agreement, registering a user account or Paid features and prices. You will be notified about the planned changes in advance through Spendee application and via e-mail (with the updated Terms attached in the form of a PDF file). The updated Terms will be published 2 months prior to the effective date. By continued use of Spendee, you are expressing your acceptance of the changes. If you do not agree with the changes, you may terminate the Terms at any time and free of charge.

Release of updated version of the Spendee application may precede the effective date of the updated Terms for the existing users. You may be required to accept the updated Terms in order to be able to use all features of the updated version of the Spendee application.

## Your use of Spendee

You must use Spendee only in accordance with the Terms, for the purpose it was intended and obey all of the applicable laws and terms and conditions of third parties.

You must not use Spendee to engage yourself in activities that mar, interfere, destroy, or access in an illegitimate fashion servers, network connectivity, or other aspects or services of any third-party.

## Registration and User Account

In order to be able to use Spendee you have to sign up. You can sign up with your email or with your personal Facebook or Google account. You agree to provide to the Provider only accurate, truthful and current information and keep it up to date.

You must keep your Spendee account login information confidential and secure and you may not share it with anyone. You are solely responsible and liable for any and all activities that occur under your account.

The Provider reserves the right to refuse your registration or suspend your Spendee account at any time.

# Payment account synchronization

One of the features of Spendee enables you to connect to bank accounts or e-wallets (“payment accounts”) maintained by hundreds of supported financial institutions around the world and synchronize automatically your payment account information with Spendee on the basis of your explicit consent to Provider as an account information service provider. For this purpose, Spendee may use its own technology utilizing APIs of the financial institutions or a third-party solution provided ( Aggregator) by Salt Edge Inc. or by Plaid Inc. (f.k.a. Plaid Technologies, Inc.).

Salt Edge Inc. has its registered seat at 35 Jack Aaron Drive, Ottawa, Ontario, K2G 6L2, Canada (“Salt Edge”). You can find applicable terms and conditions and details on security and privacy at [www.saltedge.com](http://www.saltedge.com).

Plaid Inc. (f.k.a. Plaid Technologies, Inc.) is a Delaware corporation with a principal place of business located at 1098 Harrison Street, San Francisco, CA 94103. You can find applicable terms and conditions and details on security and privacy at <https://plaid.com>.

You agree to connect only to payment accounts you own or you are otherwise entitled to use. In case you use the payment account synchronization feature of Spendee based on solution provided by an Aggregator, you expressly appoint the Aggregator to access your on-line payment account in read-only mode, retrieve on your behalf your data and share it with Spendee, as well as authorize the respective financial institution to make these data available to the Aggregator. Furthermore, you represent and warrant Provider and Aggregator that you have all necessary rights to do so.

Spendee users who connect to European banks using Salt Edge may sign up to the Salt Edge Dashboard to manage the connections in a consolidated way. By accessing the Salt Edge Dashboard and using the Services, you agree to [Salt Edge Dashboard Terms and Conditions](#) and Salt Edge [Privacy Policy](#).

In case you connect your bank account via Plaid, you agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid end-user privacy policy, which may be found here: <https://plaid.com/legal/#end-user-privacy-policy>.

If you do not actively use the Spendee application for a period of three months or more, Provider reserves the right to disconnect your linked payment accounts for security purposes.

## User content

You may enter and upload to Spendee or synchronize with it texts, numerical data, photos or other content. You retain copyright and all other rights to your content that qualifies for a legal protection. For such content you grant Provider a worldwide nonexclusive, no-charge and royalty-free license to use it in the connection with provision of the services, including without limitation, rights to copy, reproduce, modify, create derivative works of, publish, display,

upload, transmit, distribute, market and sublicense. You represent that you have all necessary rights and consents to do so. The license lasts for the full term of the copyright or until a termination of the Terms.

You are solely responsible for any content you provide to Spendee and for any consequences thereof. You may not enter or upload to Spendee or synchronize with it unlawful content or content that infringes copyright or any other third-party rights. You may not upload any content describing or depicting violence or content which is pornographic, discriminatory, racist, defamatory or otherwise illegal and share it with other users of Spendee.

Provider does not review the user content but reserves the right to remove or disable access to any user content for any reason.

Provider has no responsibility for the accuracy of the content you provided to Spendee or synchronized with it or which was created by Spendee based on your input.

You are solely responsible for backing up the content you enter or upload to Spendee or synchronize with it.

## No professional advice

Based on your user content (particularly synchronized payment account data) Spendee may provide you with personalized services relating to financial health (such as measures and analyses of various financial indicators) or commercial offers (ads). You hereby acknowledge and agree that such advice or commercial offers do not constitute professional financial, tax, accounting, investment or any other professional advice and Provider makes no representations or warranties of any kind related thereto. In no event shall Provider be liable for any damages caused to you or a third person arising out of your use of such financial advice or commercial offers.

## License and ownership

Spendee application and all rights therein, including intellectual property rights, shall remain Provider's property or the property of its licensors. Nothing in the Terms shall be construed to grant you any rights, except for the limited license granted below.

Subject to the Terms, Provider grants you a limited, non-exclusive, non-transferrable, non-sublicensable license, to access and use Spendee and its Paid features purchased pursuant to the Terms on any same-platform device (i.e. iOS device) that you own and control. The license is granted solely for your personal, non-commercial use.

Therefore, you may not rent, lease, lend, sell, transfer, redistribute, or sublicense the Spendee application.

Third-party services or libraries included in Spendee are licensed to you either under these Terms, or under the third party's license terms, if applicable.

Based on your license, you may not access Spendee with other means than the official application, mine or extract any data from Spendee databases, modify, reverse engineer, hack, decode, decrypt, decompile, disassemble or

create derivative works of Spendee application or any part thereof and circumvent any technology used to protect the Paid features. You also may not remove, delete or obliterate any copyright notices, proprietary labels or private legends placed upon or found within the Spendee application.

## Hardware and System Requirements

Information about the current hardware and system requirements of Spendee, technical restrictions and other limitations are always available on the platform-specific page of the application.

## Maintenance and Support

Spendee is subject to a continuous development and Provider reserves the right, at its sole discretion, to update the Spendee application, change the nature of Spendee or modify or discontinue some of the features without prior notice to you. You acknowledge that Provider has no obligation to maintain or update Spendee.

Provider does not guarantee an uninterrupted provision of the services. Spendee or integrated third-party services may be temporarily unavailable due to the maintenance, certain technical difficulties, or other events that are beyond Provider's control.

If you have some questions, problems or suggestions, you can reach the Provider via contacts provided hereafter. However, you acknowledge that the support to nonpaying users of Spendee is limited due to the limited capacity of the Provider.

## Premium Features and Prices

Spendee application is available free of charge. Free version allows you to use only the basic features of Spendee. You can unlock Paid features by buying a suitable subscription plan.

Current detailed information about the subscription offer is always available in the Spendee application. Subscriptions are concluded for the term specified in your order. You can choose between 1 month and 12 months' term.

Prices are displayed in your local currency (if supported) and always include the applicable VAT (Value Added Tax). Provider does not guarantee that Spendee or any of its features will always be free and reserves the right, at its sole discretion, to change the pricing.

Downloading or using Spendee may incur additional costs for the Internet connection according to the standard rates of your ISP. You shall bear all such costs relating thereto.

# Payments and Refunds

You can purchase subscriptions simply by pressing the "BUY" button in the purchase dialogue, which summarizes information about billing type, price and term.

By pressing the "BUY" button you enter into an additional agreement pursuant to the Terms. Due to the method of conclusion of the agreement, the text of the agreement is neither saved nor accessible.

In a case you are a consumer with your normal place of abode or residence in the European Union, by pressing the "BUY" button you also consent that the contractual performance will start immediately and you acknowledge that for this reason you do not dispose right of withdrawal.

Payment is due and payable immediately upon completion of the purchasing process. Performance starts immediately after a successful transaction through electronic means by unlocking Paid features in Spendee application. Purchasing subscription requires Internet connection which may incur additional costs according to the standard rates of your ISP.

If you purchased a subscription, it will automatically renew itself for another term of the same length, unless you cancel it before the current term runs out. The subscription price is charged on the first day of the new term. You can cancel your subscription at any time. The cancellation will take effect the day after the last day of the current subscription term and Spendee will be downgraded.

Available payment methods include but are not limited to, credit and debit cards, gift cards or PayPal and may vary according to the distribution platform. Provider itself doesn't store any payment information or process payments. Distribution platforms, payment solution providers or their contractors are solely responsible for the payment processing.

Refunds for the in-app purchases are generally not provided.

## Trials

Provider may offer subscriptions with a specified trial period without payment. However, you are required to provide your payment details to start such a subscription. The regular subscription plan with your selected term will begin automatically after the expiry of the trial period, unless you cancel it before the period runs out. The first payment for the subscription will process on the first day following the end of the trial period. By starting the subscription with a trial period and providing your payment details you agree with possible future charges for the subscription.

# Privacy

By using Spendee you acknowledge that Provider will process your personal data to the extent necessary for providing the services according to this Agreement. All information, including the extent and the manner of processing your personal data is included in the "Privacy Policy", which forms an integral part of the Terms.

You can withdraw given consents regarding personal data processing at any time within the Spendee application.

## Warranties and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, DATA, AND PROFITS, PROPERTY DAMAGE OR OTHER INTANGIBLE OR ECONOMIC LOSS, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE SPENDEE AND INTEGRATED THIRDPARTY SERVICES, ESPECIALLY DUE TO REDUCTION OF AVAILABILITY, CANCELLATION OR MODIFICIATION, HACKING ATTACKS, FAILURE, MALFUNCTION OR OCCURRENCE OF OTHER ERRORS IN THE OPERATION OF SPENDEE OR INTEGRATED THIRD-PARTY SERVICES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIMITATION ABOVE DOES NOT INCLUDE PROVIDER'S LIABILITY FOR FRAUD, MISREPRESENTATION AND PERSONAL INJURY OR DEATH. IN NO EVENT SHALL PROVIDER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED FIFTY U.S. DOLLARS (\$50.00). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT FULLY APPLY TO YOU. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SPENDEE APPLICATION AND INTEGRATED THIRD-PARTY SERVICES IS AT YOUR SOLE RISK AND THEREFORE THE ENTIRE RISK, IN PARTICULAR AS TO SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SECURITY AND EFFORT, REMAINS SOLELY WITH YOU. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SPENDEE APPLICATION AND INTEGRATED THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT AS SET FORTH IN THE PRESENT TERMS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT FULLY APPLY TO YOU.

IN THE EVENT THAT THE INSURANCE CLAIM IS ESTABLISHED IN EUROPE AND RELATES TO THE PROVIDER'S INSURANCE CONTRACT CONCLUDED ACCORDING TO THE LAW 370/2017 SB. ON THE PAYMENT SERVICES, AS AMENDED (IN CZECH: ZÁKON O PLATEBNÍM STYKU), YOU HAVE THE RIGHT TO DAMAGES TO THE EXTENT ALLOWED BY THE LAW, THE INSURANCE CONTRACT, AND THE RELEVANT INSURANCE POLICY CONDITIONS.

IF THE LAW ON PAYMENT SERVICES IS APPLICABLE, THE PROVISIONS OF THIS SECTION "WARRANTIES AND LIMITATION OF LIABILITY" APPLY TO THE EXTENT IN WHICH THIS LAW IS NOT CONTRAVENED.

# Indemnification

You agree to indemnify and hold Provider, its directors, officers, employees and other representatives, harmless from any and all third-party claims arising out of your use of Spendee and integrated third-party services, including any liability or expenses arising from any claims, direct or indirect damages, lost profits, suits, judgments, litigation costs and attorneys' fees.

# Third-party Services

Spendee or its parts may integrate or otherwise include third-party services or content such as Facebook Login, Foursquare API or Spectre API. You acknowledge that also other terms and conditions than these Terms may apply to your use of such third-party services (including privacy policies) and that Provider does not guarantee availability of such services and content. You must agree and comply with any applicable third-party terms when using Spendee. The mere fact that Spendee integrates or otherwise includes third-party services or content does not constitute an endorsement of Spendee by respective third parties.

# iOS Platform

If you are an iOS device user, the terms in this section also apply to you:

You acknowledge that the Terms are concluded between you and Provider only, not with Apple, and that Provider, not Apple, is solely responsible for Spendee application and the content thereof, excluding user content.

The license granted to you must be limited to use Spendee only as permitted by the Usage Rules set forth in the App Store Terms of Service, except that Spendee may be accessed and used by other accounts associated with the purchaser via Family Sharing.

Provider and not Apple is solely responsible for providing any maintenance and support services with respect to Spendee. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to Spendee.

In the event of any failure of Spendee to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Spendee, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be sole responsibility of Provider.

Provider, not Apple, is responsible for addressing any your or third-party claims relating to Spendee or your possession and/or use of Spendee, including, but not limited to, product liability claims, any claim that the Spendee fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection, privacy or similar legislation.



You acknowledge that, in the event of any third-party claim that Spendee or your possession and use of Spendee infringes that third party's intellectual property rights, Provider, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof.

Auto-renewable nature of subscriptions: subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period. Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal. Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after Purchase.

## Export Control

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country and you are not listed on any U.S. Government list of prohibited or restricted parties.

## Consumer information

Monitoring and inspection in the field of consumer protection is carried out by the Czech Trade Inspection Authority (COI).

In a case of a consumer dispute between you and Provider which fails to be settled by mutual agreement, you are entitled to apply for an alternative (out-of-court) resolution of such dispute to the Czech Financial Arbitrator with its seat at Legerova 69, 120 00 Prague, Czech Republic, E-mail: [arbitr@finarbitr.cz](mailto:arbitr@finarbitr.cz), Web: [www.finarbitr.cz/en/](http://www.finarbitr.cz/en/).

## Governing Law and Disputes

Unless otherwise required by a mandatory law of any jurisdiction, the Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by the laws of the Czech Republic. All court disputes shall be referred to the courts having substantive and local jurisdiction based on the address of the registered office of Provider.

## Severability

If any provision of the Terms is held invalid or unenforceable to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable other provisions of the Terms. The provision shall be enforced to the fullest extent permitted by law or deemed replaced by a provision that is valid and enforceable and that comes closest to the original intent and purpose.

## Language

We agreed on English as a primary language of communication between you and the Provider. All information about Spendeo is available in the English language. The Terms are available in the English language only. English shall be also the binding and controlling language for the additional agreements concluded pursuant to the Terms.

## Complaints and Contact Information

Your questions, complaints or claims with respect to Spendeo should be directed to:

SPENDEE s.r.o., Id. No.: 05912890, with its registered office at Namesti I.P. Pavlova 1789/5, 120 00 Prague, Czech

Republic Mail: [hello@spendeo.com](mailto:hello@spendeo.com)