

Advizmo Terms of Service

Last Updated: 2023-05-23

Please read these Terms of Service ("Terms") carefully before using the Advizmo mobile application (the "App"). These Terms govern your access to and use of the App provided by Advizmo ("we," "us," or "our"). By accessing or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the App.

1. Description of the App

Advizmo is a personal finance mobile application that provides tools and features to help you manage your finances, track expenses, set budgets, and gain financial insights. The App may include additional services, content, or features provided by us or third parties. Use of such services, content, or features may be subject to additional terms and conditions.

2. Eligibility

By using the App, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms. If you are using the App on behalf of an organization or entity, you represent and warrant that you have the authority to bind that organization or entity to these Terms.

3. Account Registration

a. To access certain features of the App, you may need to create an account. You agree to provide accurate, complete, and up-to-date information during the registration process. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

b. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We reserve the right to suspend or terminate your account at any time for any reason, without liability.

4. Use of the App

a. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the App for personal, non-commercial purposes. You may not use the App for any other purpose without our prior written consent.

b. You agree not to engage in any of the following prohibited activities:

- Violating any applicable laws, regulations, or third-party rights.
- Modifying, adapting, translating, reverse-engineering, or creating derivative works of the App.
- Attempting to gain unauthorized access to the App, user accounts, or computer systems.
- Interfering with or disrupting the operation of the App or the servers or networks connected to it.
- Using any automated means, such as bots, scripts, or spiders, to access or collect data from the App.
- Transmitting or distributing viruses, malware, or any other harmful or disruptive code.
- Impersonating any person or entity or falsely stating or misrepresenting your affiliation with a person or entity.
- Engaging in any other activity that we determine, in our sole discretion, to be harmful, illegal, or in violation of these Terms.

c. We reserve the right to suspend or terminate your access to the App, in whole or in part, for any reason without prior notice or liability.

5. Intellectual Property

a. The App, including its content, features, and functionality, is owned by us or our licensors and is protected by copyright, trademark, and other intellectual property laws. Except as expressly authorized by us, you may not copy, modify, distribute, sell, lease, or create derivative works of the App or any content within it.

b. Advizmo and our logo are trademarks of Advizmo. You may not use our trademarks without our prior written permission.

c. By using the App, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, modify, prepare derivative works of, display, and perform your user-generated content solely for the purposes of providing and improving the App.

6. Privacy

Your privacy is important to us. Please review our Privacy Policy [provide link] to understand how we collect, use, and protect your personal information in connection with the App.

7. Third-Party Services and Content

a. The App may contain links to third-party websites, services, or content that are not owned or controlled by us. We do not endorse or assume any responsibility for any

third-party websites, services, or content. Your use of such third-party websites, services, or content is at your own risk and subject to their respective terms and policies.

b. You acknowledge and agree that we are not responsible or liable for any loss or damage caused or alleged to be caused by or in connection with your use of any third-party websites, services, or content.

8. Disclaimer of Warranties

a. THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

b. WE MAKE NO WARRANTY THAT THE APP WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. WE MAKE NO WARRANTY REGARDING THE ACCURACY, TIMELINESS, COMPLETENESS, OR RELIABILITY OF ANY CONTENT OR INFORMATION OBTAINED THROUGH THE APP.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification

You agree to indemnify, defend, and hold harmless Advizmo and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or in connection with your use of the App or your violation of these Terms.

11. Modification and Termination

a. We reserve the right, in our sole discretion, to modify, suspend, or discontinue the App or any part thereof at any time without prior notice or liability.

b. We may also modify these Terms from time to time. Any changes to the Terms will be effective immediately upon posting within the App. Your continued use of the App after the posting of revised Terms constitutes your acceptance of the changes.

12. Governing Law and Dispute Resolution

- a. These Terms and your use of the App shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law provisions.
- b. Any disputes arising out of or relating to these Terms or your use of the App shall be exclusively resolved in the state or federal courts located in New York. You consent to the personal jurisdiction of such courts and waive any objection to the convenience or propriety of venue.

13. Entire Agreement

These Terms constitute the entire agreement between you and Advizmo regarding your use of the App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written.

14. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

15. Contact Us

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

By using the Advizmo App, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.