

Terms of Services

These Terms of Services (the “**Terms**”) apply to users of the mobile applications Wallet, Board or their web applications located at <https://web.budgetbakers.com>, to visitors of the portal www.budgetbakers.com, and to users of any other Service, product or content made available in connection with Wallet, Board or the Website by BudgetBakers s.r.o., ID: 02882957, with its registered office at Radlická 180/50, Smíchov, 150 00 Praha 5, Czech Republic (“**we**”, “**BudgetBakers**”, or “**Provider**”).

By using or accessing either via a computer, mobile phone or other electronic device either App or the Website (including the mobile version of the Website) or any product, content or other service made available by the Provider, you hereby agree to be bound by these Terms as well as additional third-party terms and conditions as indicated in these Terms or in other documents provided in the App or on the Website.

Definitions and Interpretations

In these Terms, unless the context requires otherwise:

Account Information Services or **AIS** means an online service for providing consolidated information on one or more payment accounts held by a payment service user with one or more other payment service providers.

API means Application Programming Interface – a set of functions and procedures that allow the creation of applications which access the features or data, or content of an operating system, application, or other service provided by a 3rd party.

App means Wallet or Board.

App Store means an app store platform allowing users to browse and download apps including the App, e.g., Apple Store, Google Play, or HUAWEI AppGallery.

Board means an App which was created by the Provider to record the Users’ income and expenses as well as other financial or nonfinancial records or content by Users’ choice. Board is designated to be used by businesses, i.e., legal entities and freelancers. Board is available for devices running on Android and iOS systems and desktop internet platforms. Through Board, you may grant the Provider your consent to access information about your payment account from a third party, which maintains your payment account. Use of Board is defined in these Terms, which were issued by the Provider and accepted by the User.

Content means anything that is to be expressed in an App, the Website, or other media such as speech, writing, a film, clip, video or any other various art. Content can be created by the Provider or by the User.

Contract means an agreement on using an App and/or providing the Services according to these Terms entered into between the Provider and the User.

Free features mean a basic set of Services available in an App free of charge.

Payment Systems Act means Act No. 370/2017 Coll., on Payment Systems, as amended.

Premium features mean additional set of Services which are bringing certain value for certain Users and are accessible during trial period or via an in-app-purchase. This set of features is not definite as the Provider can add or remove Premium features anytime.

Registration means the process of entering User identification data into the registration form on the Website or directly in the App and acknowledgment of the sending of the form to the Provider.

Service or Services means a set of an App's features which allow Users to track and analyze their financial situation or Account Information Services (as described in section Account Information Services provided by the Provider of these Terms). Services may be different for Users of different platforms – App (Android, iOS) and Website – and are divided into Free features and Premium features. Provider has the right to add or limit scope of Services at any time.

Sharing means to give specific User's access to online Content in the App or on the Website. This is done via a Premium feature called Group sharing, where the User can opt to invite and select other Users by choice to give them access and roles to view, manage or administer Content in an App.

User or you means a person who uses an App, the Services, and other applications, websites or reads content created or made available by the Provider.

User's Account means the User's account created by Registration in the App or online at the Website. The login in the User's Account is possible through login information, which is the User's name and password. The User receives the login information by registration of the User's Account, or the login information is created through connecting the User's Account with the User's email address, Facebook or Google+ account.

Wallet means a program (application) Wallet which was created by the Provider to record the Users' income and expenses as well as other financial or nonfinancial records or content by User's choice. The Wallet is designated to be used by natural persons for their personal use

only. Wallet is available for devices running on Android and iOS systems as a App and as a desktop internet platform available at the Website. The purpose of Wallet is to track the expenses and incomes of the User. Through Wallet you may grant the Provider a consent to require information about your payment account from a third party, which maintains your payment account. Use of Wallet is defined in these Terms, which were issued by the Provider and accepted by the User.

Website means a connected group of pages available at www.budgetbakers.com on the World Wide Web, regarded as a single entity with certain Content maintained by the Provider.

Contract

These Terms regulate the legal conditions and relationship between the Provider and the User. By installing the App or by using the App and/or Services, the User enters into a Contract with the Provider, whereby the content of the Contract comprises these Terms, or of any related documents to which these Terms refer. By installing the App or by using the App on the Website, the User confirms that they have read these Terms and will comply with them.

The failure of the Provider or its omission to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. These Terms constitute the entire agreement between yourself and the Provider and govern your use of the App and provision of the Services, superseding any prior agreements between yourself and the Provider (including, but not limited to, any prior versions of the Terms). The Provider may modify these Terms or the Privacy Policy from time to time. If the Provider makes material changes to them, it will provide you notice through its Services, or via email. If you object to any changes, you may close your account at any time. If the User continued use of Services after publishing or sending of a notice about the changes to the Terms, it shall mean that such User is consenting to the updated Terms.

Registration and User's Account

The Services may be used only after Registration is successfully completed. The User acknowledges that the App will not be available without Registration.

Part of the Registration is to provide basic registration data about the User. These data can be provided in the registration form or by connecting the User's Account with the User's Facebook or Google+ account.

The User is obliged to provide truthful information about themselves. This also applies to data provided by the User through connecting the User's Account to another social network account.

The User is responsible for keeping their User's Account login and password credentials secure and confidential. The Provider cannot and will not be liable for any loss or damage resulting from your failure to comply with this security obligation. To extend security, the Provider recommends to use PIN or fingerprint protection of the User's Account. Provider assumes that any messages and requests submitted into an App directly from an App's environment or through the desktop platform are made by a registered User. For certain requests an email confirmation can be required by the Provider to ensure the identity of User is not compromised.

The Provider is entitled at any time to deny the possibility of registering and creating a User's Account.

Use of App and Prohibitions

You must use the App or Website only in accordance with these Terms. You should not use the App or Website when the usage would distract your ability to concentrate on situations which may cause death or are dangerous to your personal health or the health of others. Examples include when driving a vehicle, working with hazardous materials, working with electrical appliances, moving sharp edges, walking in the crowds, etc. Any damages and losses related to inappropriate usage are the sole responsibility of the User.

You may not use the App for any illegal or unauthorized purpose. You must not, by using the App, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

Users must not modify or adapt the App or modify another website so as to falsely imply that it is associated with the App or the Website or any other of the Provider's Services. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the App, and not to use or access the App without the express written permission of the Provider. The Provider may, but has no obligation to, remove Content and accounts containing Content that it determines in its sole discretion to be unlawful, offensive, threatening, libelous, defamatory, or otherwise objectionable or to be violating any party's intellectual property or these Terms. Verbal, physical, written, or other abuse (including threats of abuse or retribution) of any of the Provider's customers, employees, members, or officers will result in immediate account termination. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You must not upload, post, host, or transmit unsolicited email, SMS, or "spam" messages. You must not transmit any worms or viruses or any code of a destructive nature. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by the Provider) of other Provider's customers, the Provider reserves the

right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.

Services and Prices

The App is designed to Users who track their records manually by entering their transactions in the App interface and based on those records, the App provides charts, overviews of information and advice, based on mathematical models.

The App is not designed and not able to be used as a tool which can accept or store any money or monetary equivalents, the App is not designed to perform any financial transactions or transfers; the App is read-only device.

Users can also use advanced methods of data entering such as manual imports from xls or csv formats or automatic synchronization with their bank account. This automated functionality allows its Users to import their transactions from their bank accounts by giving consent to the App and to provide relevant credentials to their bank account. This connection is read-only and any data from User's bank account cannot be modified or changed.

Services are provided in the so-called Freemium model where a set of Services is free to use and allows to use the App to a certain extent which is covering basic needs of Users. More advanced set of Services is enabled to its Users in Trial or Premium mode, which allows its Users automated or advanced functionalities.

Services may be different for Users of different App platforms – Android, iOS and desktop (Website) – and are divided into Free features and Premium features. Provider has the right to add or limit scope of Services at any time.

Current detailed information about the prices of the App and the related Services are always available in your User's Account in the App. Using the App may incur additional costs such as fees for the internet connection which shall be borne by Users.

Modifications to the Service and Prices

The Provider reserves the right at any time, and from time to time modify or discontinue the App (or any part thereof), temporarily or permanently.

Prices of all Premium features, including but not limited to monthly/annually subscription plan fees to the Premium features, are subject to change without a notice from the Provider. The change in pricing does not affect prices of Premium features you are already subscribed to.

The Provider shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the App and/or the Services.

Third-party services

Users acknowledge that the Provider uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the App.

The App uses functionalities and services from third-party subjects such as:

- Facebook which enables Users to use their Facebook account to log into the App,
- Google which enables Users to use their Google account to log into the App,
- Foursquare to use their map and venue data to create heatmaps and enable Smart Assistant service,
- Salt Edge Inc. to connect selected bank accounts and use of Salt Edge Customer Data API & Services and its [End User Licence Terms](#), Salt Edge Limited and use of their Partner Program to access Open Banking in Europe covered by their [Dashboard Terms of Service](#) and [Dashboard Privacy Policy](#), and
- Yodlee – to connect selected bank accounts and use of Yodlee API & Services or others.

By accepting these Terms, the User acknowledges that there may be terms and conditions or privacy policies which apply for the use of third-party services. The Provider holds no or limited control over the malfunction or disruption of third-party services and does not guarantee them. The Provider is not liable for any third-party services or any third-party content.

Please note that a third party, which maintains your payment account, enables the Provider to use its API in order for the Provider to be able to access information about your payment account.

Account Information Services provided by the Provider (Payment account synchronization)

This section (Account Information Services) applies whenever you as a User request that BudgetBakers provide you with Account Information Services (AIS) as defined in more detail in respective payment regulations, in particular, but not limited to, the PSD2 and all laws or regulations in force from time to time in BudgetBakers' jurisdiction giving effect to PSD2, regardless of via what application you have requested BudgetBakers to provide you with the AIS, i.e. the App or other third party apps (e.g. Woolsocks operated by Woolsocks AG) (the "Relevant App").

BudgetBakers is an AISP (Account Information Service Provider) within the meaning of section 41 of Czech Act No. 370/2017 Coll., on Payment Systems, as amended, authorized by the national competent authority, the Czech National Bank (the "CNB"), ID 48136450, with registered office Na příkopě 864/28, Praha 1 – Nové Město, Czech Republic (www.cnb.cz), to provide payment account information services. BudgetBakers has passported its license to be able to provide Account Information Services on a cross-border basis throughout the European Economic Area.

The AIS provided by BudgetBakers is designed to be able to connect a User's bank account and receive automated imports of data and transactions performed by the user through their bank account or multiple bank accounts. This functionality is designed as read-only, and the users cannot modify data (amounts, dates) which are retrieved from this source.

BudgetBakers can only provide the AIS based on your explicit consent confirming your approval of BudgetBakers accessing your respective payment account. You will be asked to provide the consent within the Relevant App. You can revoke this consent at any time within the Relevant App. You can also notify BudgetBakers of your consent revocation by an email to the email address provided below. You hereby acknowledge that the revocation/expiration of consent does not affect the actions of BudgetBakers prior to the revocation/expiration.

BudgetBakers may also share, upon your consent, your payment account data with the operator of the Relevant App. Such sharing will take place until the consent to share such data expires or is withdrawn by you, or the Relevant App operator stops such sharing on their own. You will be asked to provide the consent within the Relevant App. You can revoke this consent at any time within the Relevant App. You can also notify BudgetBakers of your consent revocation by an email to the email address provided below. You hereby acknowledge that the revocation/expiration of consent does not affect the actions of BudgetBakers prior to the revocation/expiration.

BudgetBakers is subject to regulatory requirements (under relevant European Union or local laws) with respect to anti-money laundering, terrorist financing and related identity checks of our customers and monitoring their status and operations ("KYC"). To comply with applicable regulations, BudgetBakers may require from you, and keep records of, certain information in order to establish matters such as full name/ entity name and legal form, date of birth/ identification number, residence address/ registered office address, type of payment account – own, shared or legal, or public exposure. Under certain circumstances, some of the additional information may be required such as ownership of payment accounts, purpose of the transactions and origin of funds on your payment accounts. You undertake to provide accurate and up-to-date information as may be deemed necessary for the KYC purposes and acknowledge that non-compliance with the KYC requirements may result in BudgetBakers refusal to provide you with the AIS.

By using the AIS offered by BudgetBakers, you hereby confirm that you (i) are the legal holder of the the respective payment account and have the legal right to use the associated payment account data, or (ii) are duly authorized by the legal holder to access the payment account and use the personalized security credentials and associated payment account data. You must immediately notify BudgetBakers and your respective account provider if you become aware of any loss, theft or unauthorized use or disclosure of your personalized security credentials or any payment account data. BudgetBakers reserves the right to deny you access to the AIS if BudgetBakers reasonably believes that any loss, theft, or unauthorized use or disclosure of the foregoing information has occurred.

The AIS as such is provided by BudgetBakers free of charge. This is without prejudice to any charges for other services provided by BudgetBakers or third parties operating the Relevant Apps.

Please note that a third party which maintains your payment account enables BudgetBakers to use its API (Application Programming Interface) in order for BudgetBakers to be able to access information about your payment account. You hereby acknowledge that there may be special terms and conditions or privacy policies which apply for the use of such third-party services.

Furthermore, BudgetBakers may use, to access information about your payment account, a third-party solution provided by:

- Salt Edge Inc., with its registered seat at 35 Jack Aaron Drive, Ottawa, Ontario, K2G 6L2, Canada; applicable terms and conditions and details on security and privacy are available on www.saltedge.com;
- Salt Edge Limited, a company duly incorporated and existing under the laws of England and Wales, under registration number 11178811, with its registered address at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ, United Kingdom; applicable terms and conditions and details on security and privacy are available on www.saltedge.com;
- Yodlee, Inc., a Delaware corporation, having its principal place of business at 3600 Bridge Parkway, Suite 200, Redwood City, California 94065, applicable terms and conditions and details on security and privacy are available on <https://www.yodlee.com/>.

iOS and Android Platforms

Please note that the Contract is concluded between you and the Provider, not with a third party such as App Store, through which you have carried out the purchase of the App. Therefore, special conditions of these sites may apply to you.

No App Store is responsible for the App and/or its content. The Provider will address any and all issues or questions regarding the App. This also applies to service and maintenance of the

App. Any claims, whether yours or of third parties must be addressed directly with the Provider, who is the only subject responsible for dealing with such claims.

The license granted to you is to use the App as permitted by these Terms and the Terms of Service of the respective App Store.

Under the terms of the Contract, Apple, Google Play and other App Store providers and their affiliates and subsidiaries are third party beneficiaries. App Store providers and their affiliates and subsidiaries through your acceptance of these Terms, have the right to enforce any and all of these Terms against you as a third-party beneficiary.

The App's stability and consistency

The Service is provided on "as is" and "as available" basis.

The Provider does not warrant that (a) the Service will meet your specific requirements, (b) the Service will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Service will be accurate or reliable, (d) the quality of any Services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that (e) any errors in the App will be corrected.

There may be situations when the App may be temporarily unavailable in some of its parts or the Service will be interrupted due to technical reasons. The stability and consistency of the Service of the App is not guaranteed.

Support and Maintenance

If you have any queries, you can reach the Provider via contacts provided in the Contacts section. Please consider that the support to the App may be constrained due to the limited capacity of the Provider.

Permissions and Privacy Policy

To access the App features such as taking or storing your pictures, geolocation services, payment account synchronization, identity, contacts, wi-fi connection or others, you must grant the Provider access permissions required by the App, respectively by Google or Apple or 3rd party provider. This access will be used only for the activities related to the functionality of the App; Some other information is scanned on your mobile device. You can manage your consent to permissions inside the App and in your mobile device settings. Further information can be found in the "[Privacy Policy](#)". Your disagreement to those permissions will prevent the

App from displaying requested functionality, where the permission is required. Disagreement to these Terms can be expressed by deleting your account at any time.

We only process your personal data in order to provide you with the Service. For details of processing personal data please refer to our [Privacy Policy](#).

User Account Terms

The Provider does not review the User Content but reserves the right to remove or disable access to any User Content for any reason.

You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have their accounts Shared under your master account).

You may only use the App if you are over 16 years of age. By using the App, you are affirming that you are over 16 years of age and that you have read, understood and agree to these Terms.

Cancellation and Termination

Your account can be canceled by a sending cancellation request to support@budgetbakers.com at any time. If you use the Freemium model of the App, all of your Content will be deleted from the App upon such cancellation within 5 working days. This action cannot be recovered once your account is cancelled.

If the Service is terminated before the end of your current paid-up period for a Premium feature, your termination will take effect immediately. Refund policies are governed by the Terms of Service of the respective App Store. Unless stated otherwise in the refund policies of the respective App Store, refunds are generally not provided by the Provider.

License, Copyright and Content Ownership

The Provider claims no intellectual property rights over Content you create while using the App. Your profile and materials uploaded remain yours. However, by using Sharing functionality to share your User's Account with others, you agree to allow others to view your Content.

You shall hold the Provider harmless against any claim, demand, suit or proceeding made or brought against the Provider by a third party alleging that your Content, or your use of the App in violation of this Terms, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify the Provider for any damages finally awarded against, and for reasonable attorney's fees incurred by, the Provider in connection

with any such claim, demand, suit or proceeding, provided that the Provider promptly gives you written notice of the claim, demand, suit or proceeding.

The Provider reserves all rights and title including all intellectual property rights to the App, the Website, Services and all underlying technology, in particular (but not limited to) the design, technical solutions, content, look and feel of the App.

Subject to your compliance with the Terms, the Provider hereby grants you a limited, noncommercial, non-exclusive, non-transferable, revocable, non-sublicensable right to use the App and all related Services during the term of the Contract and in accordance with these Terms. The license is granted for your personal and non-commercial use only.

You may use the App and the related Services solely for the purposes that are contemplated and permitted by these Terms. You may not rent, duplicate, copy, lease, sell, transfer, redistribute, sublicense or reuse the App or the Services, including any portion of the HTML/CSS, Java script, or visual design elements or concepts without express written permission from Provider.

Limitation of Liability

Your use of the App and/or Services is at your sole risk. You expressly understand and agree that the Provider shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from these Terms, the use of the App and/or the Services or the Provider actions in connection with the Service. Especially, the Provider shall not be liable for any damage caused by (a) inappropriate use of the Service; (b) the cost of procurement of substitute goods and Services resulting from any goods, data, information or Services purchased or obtained or messages received or transactions entered into through or from the Service; (c) unauthorized access to or alteration of your transmissions or data; or (d) statements or conduct of any third party on the Service.

The Provider's aggregate liability shall not exceed the monthly Price of the Premium mode of the App (irrespective whether the User is paying the Price or using the Freemium model of the App).

The aforementioned limitation of liability shall apply to the maximum extent permitted by applicable law. Notwithstanding anything to the contrary in these Terms, in such cases, the liability of Provider shall be limited to the fullest extent permitted by applicable law.

You hereby acknowledge and agree that the content of the App and all related Services do not constitute and are not intended to be financial, accounting, tax or any other professional advice and should not be relied upon as such.

Final Provisions

The rights and obligations arising from these Terms are governed by Czech law, in particularly Act No. 89/2012 Coll., Civil Code, as amended. Any disputes arising out of or in connection with these Terms will be settled by the competent and locally competent Court in the Czech Republic.

The User being a consumer has also the right to out-of-court settlement of a consumer dispute. The subject of an out-of-court settlement of consumer disputes is the Czech Financial Arbitrator with its seat at Legerova 69, 120 00 Prague, Czech Republic, E-mail: arbitr@finarbitr.cz, Web: www.finarbitr.cz/en/.

Monitoring and inspection of customer protection is the Czech Trade Inspection (www.coi.cz) or Czech National Bank (www.cnb.cz).

The Czech National Bank supervises compliance of the Provider with the legal regulation governing the procedure in carrying out the Service of providing information about a payment account. Please note that you, as a User of the App and/or the Services have the possibility to file a complaint with the Czech National Bank.

If any part of these Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

Contact Information

All question, complains or claims with respect to the App or other Services should be addressed to the Provider using the following contact details:

BudgetBakers s.r.o.

Company ID: 02882957

Mr. Jan Muller (founder)

Address:

Radlická 180/50, Smíchov

150 00 Praha 5 Czech Republic

email: support@budgetbakers.com

www.budgetbakers.com

[Play Store](#)

[App Store](#)

These Terms came into force and effect on September 1, 2019 and have been amended on July 1, 2021 and September 14, 2021.