

Terms & Conditions

Acceptance of Terms

These Terms and Conditions ('Terms', 'Terms and Conditions') govern your relationship with this Service (the 'Service') operated by Fincake Ltd. (the 'Fincake', 'Company', 'us', 'we', or 'our'). Please read these Terms and Conditions carefully before using our Service. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Company** (referred to as either "Fincake", "the Company", "We", "Us" or "Our" in this Agreement) refers to Fincake Ltd. located at British Virgin Islands, Road Town, Tortola, Quijano Chambers, P.O. Box 3159
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: British Virgin Islands

- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Service** refers to the Fincake application.
- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by the Company to You.
- **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to the Fincake website, accessible from <https://fincake.io/>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Payments

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Subscription cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company.

You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

A valid payment method, including debit card, credit card, blockchain crypto wallet, is required to process the payment for your Subscription. You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize the Company to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are final and non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

Free Trial

The Company may, at its sole discretion, offer a Subscription with a Free trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free trial has expired. On the last day of the Free Trial period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free trial offer.

Promotions

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Accounts

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Intellectual Property

All company, product and service names, logos, and brands used in this website are property of their respective owners. All company, product and service names used in this website are for identification purposes only. Use of these names, logos, and brands does not imply endorsement.

The Service and its original content, features and functionality are and will remain the exclusive property of Fincake and its licensors. The Service is protected by copyright, trademark, and other laws of both the British Virgin Islands and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Fincake.

Links To Other Web Sites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Intellectual Property and Content Ownership

Proprietary Rights:

1. **Your Content.** Depending on the Offering, you may share Content with us. Except as provided in this Section 7, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Offerings to you.
2. **Offerings License.** We or our licensors own all right, title, and interest in and to the Offerings, including all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following: (a) access and use the Offerings solely in accordance with this Agreement; and (b) copy and use Our Content solely in connection with your permitted use of the Offerings. Except as provided in this Section 2, you obtain no rights under this Agreement from us, our affiliates or our licensors to the Offerings, including any related intellectual property rights. Some of Our Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to Our Content or Third-Party Content that is the subject of such separate license.
3. **License Restrictions.** Neither you nor any End User will use the Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Except as authorized, neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Offerings (except to the extent Content included in the Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Offerings or apply any other process or procedure to derive the source code of any software included in the Offerings (except to the extent applicable law doesn't allow this restriction), (c) access or use the Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, (d) use scraping techniques to mine or otherwise scrape data except as permitted by a Plan, or (e) resell or sublicense the Offerings unless otherwise agreed in writing. You will not use Our Marks unless you obtain our prior written consent. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.
4. **Suggestions.** If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

5. U.S. Government Users. If you are a U.S. Government End User, we are licensing the Offerings to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Offerings are the same as the rights we grant to all others under these Terms of Use.

Limitation of Liability

In no event shall the Company, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, 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 Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; 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, and even if a remedy set forth herein is found to have failed of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Federal Government End-Use Provisions

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or the United States government has designated that as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us by email info@fincake.io