

PiggyBunker - Terms of Service

Last updated: [October 4th 2024]

Please read these Terms of Service ("Terms") carefully before using the PiggyBunker (the "App") operated by PiggyBunker ("us", "we", or "our").

1. Agreement to Terms

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

2. Intellectual Property Rights

The App is a platform that allows users to input and manage their own financial information for educational purposes.

2.1 User-Generated Content: All content generated by users, including but not limited to financial data, goals, and other personal information inputted into the App, remains the property of the respective users. We do not claim ownership over any user-generated content.

2.2 App Functionality: The functionality, design, and underlying code of the App are provided "as is" and we make no claims of exclusive ownership or rights over these elements. Some components of the App may be owned by third-party providers or may be open-source software subject to their own licensing terms.

2.3 Third-Party Content: The App may include content, data, or functionality provided by third parties. Such third-party content is the property of its respective owners and may be protected by applicable copyright or other intellectual property laws.

2.4 Limited License: We grant you a limited, non-exclusive, non-transferable, and revocable license to use the App for its intended purpose, subject to these Terms of Service.

2.5 Restrictions: You agree not to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our App, except as permitted by the App's normal functionality or with our prior written consent.

3. User Representations

By using the App, you represent and warrant that:

- (1) all registration information you submit will be true, accurate, current, and complete;
- (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) you have the legal capacity and you agree to comply with these Terms;
- (4) you are not under the age of 13;
- (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the App;
- (6) you will not access the App through automated or non-human means, whether through a bot, script or otherwise;
- (7) you will not use the App for any illegal or unauthorized purpose;
- (8) your use of the App will not violate any applicable law or regulation.

4. Account Registration

You may be required to register with the App. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. Prohibited Activities

You may not access or use the App for any purpose other than that for which we make the App available. As a user of the App, you agree not to:

1. Systematically retrieve data or other content from the App to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the App.
4. Use any information obtained from the App in order to harass, abuse, or harm another person.
5. Make improper use of our support services or submit false reports of abuse or misconduct.
6. Use the App in a manner inconsistent with any applicable laws or regulations.

6. Disclaimer

THE APP IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE APP AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP AND YOUR USE THEREOF.

7. Limitation of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Governing Law

These Terms and your use of the App are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

9. Dispute Resolution

Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in United States, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

10. Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will 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.

11. Contact Us

If you have any questions about these Terms, please contact us at:
community.piggybunker.com