TERMS AND CONDITIONS OF THE BOARD SERVICE BY BUDGETBAKERS

Effective Date: April 1, 2026

Welcome to Budgetbakers! Thank you for using our tools.

These Business Terms (hereinafter "Terms") represent a legally binding contract (hereinafter "Agreement") between you, whether as an individual or on behalf of a legal entity (hereinafter "User" or "you"), and the company Budgetbakers s.r.o. (hereinafter "Provider", "we", or "us").

Please read these Terms carefully. By creating a User Account, using our Service, or clicking the consent button during registration, you confirm that you have read and understood the Terms and agree to be legally bound by them. If you do not agree with these Terms, you must not use our Service.

We recommend reading our Summary of Business Terms, which will introduce you to the most important points of these Terms.

1. Introductory Provisions and Definition of Terms

1.1. **Provider**

The Provider of the Service is the commercial company Budgetbakers s.r.o.

1.2. **Service**

Service means the Board mobile application, the web application available at https://www.budgetbakers.com and all related websites, interfaces (API), functions, content, and Services.

The Service is designed as a platform that helps Users get an overview of their finances, plan budgets, analyze income and expenses, and overall improve their financial health.

1.3. **User**

User means any physical or legal person who creates a User Account or in any way accesses the Service or uses it.

If you access the Service on behalf of a company or other legal person, you declare and guarantee that you have the authority to bind this person to these Terms.

1.4. **User Account**

User Account means the personalized environment of the Service created by the User during registration, which is accessible using unique login credentials and serves to manage and use the Service.

1.5. **Content**

For the purposes of these Terms, we distinguish two types of content:

(a) User Content: Means all data and information that the User enters, uploads, synchronizes, or otherwise makes available within the Service. This includes, among others, financial transactions, budgets, goals, uploaded receipts, notes, and other personalized data. All ownership rights to the User Content belong to the User.

(b) Provider Content: Means the Service itself, including its appearance, design, texts, graphics, logos, trademarks, software code, data models, and all other material created by the Provider, with the exception of User Content. Ownership rights to the Provider Content belong exclusively to the Provider.

1.6. **Subscription**

Subscription means the purchase of a license to use extended and premium functions of the Service (hereinafter "Premium Functions"), which is usually paid on a recurring basis (e.g., monthly or annually) in accordance with the current price list of the Service.

1.7. **Language and communication**

These Terms are drawn up in the English language. All communication between the User and the Provider, including customer support, will take place in the English language, or in a language that will be understandable for both parties.

2. Description of the Service, Products, and their Functionalities

2.1. **Purpose and philosophy of the Service**

Board is a mobile-first business finance management platform designed for managers, SME owners, and freelancers. Its philosophy is to provide a flexible, automated, and secure private space to manage your business growth, profitability, and liquidity.

Unlike traditional accounting systems, Board focuses on real-time management information

rather than regulatory accounting. The Service uniquely combines business planning, sales tracking, and cash flow management, allowing Users to focus on business performance instead of tedious administration.

2.2. **Basic functionalities of the Board Service include among others**

(a) Cash flow management & forecasting: Get an accurate, real-time overview of your finances on the go and prevent unexpected cash gaps.

(b) Planning & budgeting: Proactively control your budgets to maintain profitability and achieve your financial goals.

(c) Sales & performance tracking: Monitor your business routines effortlessly, regardless of your business type (from retail to contract-based operations).

(d) Automation & synchronization: Automatically sync bank transactions and upload invoices. The system is designed to minimize manual data entry (except for cash operations).

(e) Full mobile control: A mobile-first solution that gives owners complete control over their business directly from their smartphone, managed exactly the way they want.

2.3. **Premium Functions**

Some advanced and supplementary features of the Service are available only within the framework of a paid Subscription. The exact scope, description, and price of these Premium Functions are always currently stated directly in the Service interface (in the mobile application or in the web application).

2.4. **Account Information Service (AIS Service)**

The AIS Service automatically and securely synchronizes data from your payment accounts via standardized API interfaces, so that you do not have to enter expenses manually.

The Service works only for reading. It loads information about accounts, balances, and transactions, but does not allow entering payments, transferring money, or changing settings of your bank products. You commit to connecting to the AIS Service exclusively accounts for the use of which you have full authorization.

We take over data from Payment Institutions "as is" (the displayed balance corresponds to the current state in the Payment Institution, even with possible delay of unposted transactions). We do not bear responsibility for inaccuracies, outages, or delays on the part of the Payment Institution. For the display of data in the application, we process it technically. We reserve the right to irreversibly anonymize and aggregate data from accounts so that it is not possible to

identify you from it. We can use these anonymous statistics for improving the Service, research, or share them with partners.

The connection is time-limited by the bank for security reasons. For maintaining smooth synchronization in the background (min. 1x per day), we can prompt you for an earlier re-authorization if the bank terminates the connection prematurely. You can revoke your consent at any time directly in the application. In case of suspicion of fraud or in case of technical obstacles, we reserve the right to suspend synchronization.

2.5. **AIS Service Providers**

If you connect an account in the EEA, we provide the Service to you directly as a licensed Account Information Service Manager under the supervision of the Czech National Bank, and that in accordance with our separate Business Terms for the AIS Service.

For accounts in the rest of the world (USA, Asia, Australia, etc.), technical and legal connection with the bank is ensured by third parties – AIS Providers. By connecting an account through an AIS Provider, you authorize them to access the data and you agree with their business terms and privacy policies. Our application here works only as an interface for displaying data.

The Business Terms and Privacy Policies of AIS Providers can be found here:

Salt Edge Inc. has its registered seat at the address 35 Jack Aaron Drive, Ottawa, Ontario, K2G 6L2, Canada ("Salt Edge"). The relevant business terms and details on security and privacy protection can be found at www.saltedge.com.

Yodlee, Inc. (Envestnet | Yodlee) is a company with its main office at 3600 Bridge Parkway, Suite 200, Redwood City, CA 94065, USA ("Yodlee"). The relevant business terms and details on security and privacy protection can be found at www.yodlee.com.

2.6. **Third-party services**

To ensure full functionality of the Applications, we use, in addition to the Services of account information Service Providers (see section 2.5), other specialized Services and tools provided by third parties. These include in particular:

(a) Authentication Services: Platforms such as Facebook, Google, and Apple, which allow Users simplified login and registration into the Application using their existing accounts.

(b) Subscription management: Google Play, Apple App Store, Braintree for technical provision of subscription management.

(c) Stock prices and exchange rates: TwelveData service for obtaining current currency

exchange rates.

(d) Infrastructure and Cloud services: Services of Amazon Web Services (AWS) for provision of hosting, data storage, and operation of server infrastructure.

By accepting these Terms, the User acknowledges that the use of integrated third-party Services may be governed by their own business terms and privacy policies. It is the responsibility of the User to familiarize themselves with these terms. The Provider does not bear responsibility for Services, content, or data provided by third parties. The Provider does not have direct control over availability, functionality, or technical outages of third-party systems and provides no guarantees for them. Any interruption or error on the part of the Provider is not considered a defect on the part of the Provider.

3. Registration and management of the User Account

3.1. **Registration process**

For full use of the Service, it is necessary to create a User Account. You can perform registration through a valid email address and passwordless login or using third-party accounts, such as Facebook, Google, or Apple.

By completing registration, you confirm your consent with these Terms and our Privacy Policy.

3.2. **User obligations during registration**

You commit that all information provided during registration and throughout the time of using the Service will be true, accurate, current, and complete. You are obliged to update this information without unnecessary delay in case of any change.

Provision of false data may be a reason for suspension or cancellation of your User Account.

3.3. **User eligibility and their declaration**

To create a User Account, you must be older than 15 years and by agreeing to the Terms and using the Service, you declare that you agree with them.

3.4. **Account security**

You are exclusively responsible for maintaining the confidentiality and security of your login credentials (passwords, access tokens). You must not share your login credentials with any third party. You bear full responsibility for all activities that are performed through your User Account, whether with your knowledge or without it.

In case of using passwordless login (SSO), the sent link with a unique token serves as a

temporary key to your account. For the security of your email box, and thus also this access link, you bear full responsibility.

In case of suspicion of abuse of your User Account, you are obliged to inform us immediately. We recommend using a strong password and, if possible, activating two-factor authentication.

The application may support login functions using biometric data (e.g., Touch ID, Face ID, fingerprint). By activating this function, you acknowledge that your biometric data is stored, processed, and verified exclusively in your end device and the Provider does not have access to it.

If you have biometric data of third persons (e.g., family members) stored in your device, by activating this function you allow them full access to the Application and to your User Account.

3.5. **Advanced access to data**

Within the framework of some Services, we offer advanced possibilities of work with data through REST API and MCP servers. These tools give you the freedom to export your data into your own solutions or third-party applications according to your choice.

Remember however, that at the moment when data leaves our systems through keys generated by you or set connections, you take full responsibility for its security. BudgetBakers does not bear responsibility for data abuse caused in third-party tools or by your own handling of exported data.

3.6. **Account cancellation**

(a) Cancellation by the User: You can cancel your User Account at any time and without giving a reason in the settings of the Service or by contacting our customer support. Account cancellation is an irreversible process that leads to permanent deletion of your User Content. Account cancellation does not create a claim for refund of a proportional part of an active Subscription.

(b) Cancellation by the Provider: We reserve the right to suspend or permanently cancel your User Account, and that especially in the following cases:

(i) if you violate these Terms in a serious way;

(ii) if you commit fraudulent, illegal, or for us otherwise harmful conduct;

(iii) based on a request of public authority bodies;

(iv) if your account is inactive for a time longer than 6 months.

We will inform you about account cancellation from our side with a reasonable advance, if circumstances allow it. In case of a serious violation of Terms, we can cancel the account with immediate effect.

4. Service Price and Payment Terms (Subscription)

4.1. **Prices and fees**

The basic version of the Service may be provided for free. Access to Premium Functions requires an active paid Subscription.

Current prices, available Subscription plans, and the scope of included Premium Functions are always displayed in the interface for purchase within the Service. All stated prices are final and include the relevant VAT rate.

4.2. **Payment methods and processing**

Payments for Subscription and one-time purchases are processed exclusively through secured payment gateways and third-party systems, such as Apple App Store, Google Play Store, or Braintree.

The provider does not directly process or store any sensitive payment data, such as whole credit card numbers or CVC codes. Transaction processing is governed exclusively by the business terms and privacy policies of the relevant payment gateway Provider.

4.3. **One-time purchases in the application (In-app purchases)**

(a) In addition to regular Subscription, the Application may also offer the possibility of one-time purchases (lifetime licenses, credits, etc.). Payment is deducted immediately after your confirmation in the application store. Unlike Subscription, one-time purchases do not renew. You pay only once for a specific item or Service.

(b) Non-consumable items (e.g., lifetime Premium) are tied to your account and can usually be restored (Restore Purchases).

(c) Consumable items (e.g., one-time credits) are consumed after purchase and use and cannot be restored or transferred.

4.4. **Automatic renewal of Subscription**

Unless stated otherwise, all Subscriptions are automatically renewed for the next period of the same length. The fee for renewal will be automatically deducted from your payment method at the beginning of the new Subscription period.

You can cancel automatic renewal at any time, and that at the latest 24 hours before the end of the current period. Cancellation is performed in the settings of your account at the relevant platform. After cancellation, the Subscription will remain active for you until the end of the already paid period.

4.5. **Price changes**

We reserve the right to adjust Subscription prices in the future. We will inform you about any change of price with a sufficient advance (minimum 30 days) through email or notification in the application.

If you do not agree with the new price, you have the right to cancel your Subscription before the change enters into force. If you continue using the Service after the new price takes effect, it is considered that you agree with the new price.

4.6. **Trial periods (Trials)**

We may offer you a free trial period for access to Premium Functions. For activation of the trial period, entering your payment data may be required.

If you do not cancel your Subscription before the end of the trial period, it will be automatically converted to a paid Subscription after its expiration and the relevant amount will be deducted from you.

You acknowledge that we are not obliged to specifically notify you about the approaching end of the trial period. It is your responsibility to cancel the Subscription in time if you do not wish to continue in the paid version.

4.7. **Complaints and money refunds**

Management of Subscription is technically ensured by relevant third-party platforms according to their own rules. However, if you have a justified complaint regarding the Service and you demand a money refund after the expiration of the possibility to cancel the Subscription through the third-party platform, address this request directly to us.

Although it generally holds that already paid fees are non-refundable, we assess every complaint individually. In case of its recognition, we refund the financial means directly ourselves through our customer support.

4.8. **Information for consumers in the EU**

If you are a consumer in the European Union, by purchasing a Subscription you explicitly agree that digital content (Premium Functions) will be made available to you immediately after

completion of the transaction, i.e., before the expiration of the 14-day period for withdrawal from the contract. You acknowledge that by this consent you lose the right to withdrawal from the contract.

5. Rights and Obligations of the User

5.1. **Permitted use**

You have the right to use the Service in accordance with these Terms and valid legal regulations.

The license to use the Service is granted to you exclusively for your personal or internal corporate non-commercial purposes, unless stated otherwise in a separate Agreement with us.

5.2. **User Content**

(a) You fully retain all ownership rights to your User Content. We do not make any claims to your User Content.

(b) To enable us to provide, secure, and improve the Service, you grant us a limited, worldwide, non-exclusive, royalty-free, and transferable license to use, host, store, reproduce, modify, communicate, and publish your User Content. This license is granted solely for the purpose of operating and improving the Service; see the Privacy Policy.

(c) You are fully responsible for all User Content that you insert into the Service. You declare that you have all necessary rights to this content and that by its provision you do not violate the rights of any third party nor any laws. You are also responsible for regular backup of your User Content.

5.3. **Prohibited activities**

You commit that you will not use the Service for any of the following activities:

(a) For any illegal, fraudulent, or harmful purpose.

(b) For uploading, sharing, or spreading viruses, malware, or other harmful code.

(c) For disrupting, damaging, or overloading our servers, networks, or the Service itself.

(d) For attempts to gain unauthorized access to the Service, to accounts of other Users, or to our computer systems.

(e) For reverse engineering, decompilation, disassembling, or other attempts to discover the source code of the Service.

(f) For selling, renting, lending, or other commercial exploitation of the Service without our express written consent.

(g) For uploading content that is offensive, defamatory, obscene, hateful, or discriminatory.

5.4. **Fair Use Policy**

The Service is designed for standard personal and corporate use. We reserve the right to consider as abuse any conduct that excessively burdens our infrastructure or limits other Users.

This includes especially automated and excessive queries, systematic downloading or uploading of data, or other activities that do not correspond to standard human use. In case of violation, we reserve the right to limit or suspend your access.

5.5. **Shared content and group data**

Data that you insert into a shared group becomes part of the common history of this group.

You acknowledge that for reasons of maintaining consistency of calculations and history for other members, you do not have an exclusive right to deletion of this shared data if it would disrupt the integrity of debts of other Users. In case of your departure from the group or account deletion, this data may remain preserved in the group.

5.6. **Content and behavior standards**

It is strictly forbidden to use the Application for harassment of other Users within shared accounts.

This includes especially:

(a) Creating fictitious transactions with offensive names or descriptions.

(b) Using profile pictures (Avatars) to impersonate another person or to display inappropriate content.

(c) Spamming other Users with unauthorized requests.

5.7. **Invitations and SMS**

If you use the function of inviting new Users to a group through SMS, email, or communication applications, you do so in your name. You are responsible for having the consent of the recipient with sending such an invitation.

You acknowledge that your mobile operator may charge fees for sending SMS according to your tariff.

6. Rights and Obligations of the Provider

6.1. **Availability of the Service**

Our goal is to ensure the maximum possible availability and reliability of the Service. The Service uses "Offline-first" architecture, where data is primarily stored in the memory of your device and subsequently synchronized with cloud storage.

If loss, damage, or deletion of the application occurs before synchronization took place, this data may be irretrievably lost. Provider does not bear responsibility for loss of data not successfully transferred to cloud storage.

You acknowledge that the Service is provided on shared infrastructure and its 100% and continuous availability is not guaranteed. Service may be temporarily unavailable due to planned maintenance, technical difficulties, third-party attacks, or force majeure. We will try to inform you about planned maintenance with a sufficient advance.

6.2. **Right to adjustment and interruption of the Service**

Service is constantly evolving. We reserve the right at any time and according to our own discretion to adjust, update, suspend, or remove individual functions or parts of the Service, even without previous notification.

We also reserve the right to temporarily interrupt or permanently terminate the Service as a whole. In case of permanent termination, we will inform you in reasonable advance and allow you to export your User Content.

6.3. **Responsibility for content**

We do not bear any responsibility for accuracy, legality, or suitability of User Content. We are not obliged to actively monitor User Content.

We however reserve the right (but not the obligation) to review and remove any User Content if according to our discretion it violates these Terms, valid legal regulations, or is otherwise inappropriate.

6.4. **Alerts and Notifications**

Service may include a function of alerts and notifications (e.g., about upcoming invoice due dates, budget overruns, or low account balances). Berete na vědomí, že tato upozornění jsou

poskytována výhradně pro vaše pohodlí a jejich doručení, včasnost ani přesnost nejsou zaručeny.

Technical problems or device settings may affect their delivery. You are fully responsible for timely fulfillment of your financial obligations regardless of whether you received an alert.

6.5. **Impossibility of individual data recovery from backups**

The Service does not provide a function of individual data recovery from backups upon request of the User. Any deletion of data in the application (whether intentional, accidental, or caused by your own actions) is considered irreversible.

7. License and Copyright Protection

7.1. **Grant of license to the User**

Based on your consent with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable, and non-sublicensable license to access and use the Service for your personal or internal corporate non-commercial purposes, exclusively in accordance with these Terms.

This license is valid for the duration of the Agreement and can be terminated from our side in case of violation of these Terms.

7.2. **Copyright and intellectual property of the Provider**

You acknowledge that the Service, including its software, design, "look and feel", texts, graphics, logos, icons, trademarks, data models, and all other Provider Content, is the exclusive property of Budgetbakers s.r.o. and its licensing partners.

This content is protected by laws on copyright, trademarks, and intellectual property. Without explicit written consent, you must not copy, adjust, distribute, sell, rent, nor create derivative works from the Provider Content.

7.3. **Feedback**

We value your ideas and suggestions. You agree that any feedback, ideas, or suggestions provided regarding the Service (hereinafter "Feedback") become our exclusive, time and territorially unlimited property.

By providing Feedback, you waive all rights to it without claim for reward and agree that we can use, implement, and share it for any purpose.

8. Responsibility for Defects and Limitation of Responsibility

8.1. **Exclusion of warranties**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LEGAL REGULATIONS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY EXPLICIT OR IMPLIED WARRANTIES. WE EXPLICITLY DISCLAIM ALL WARRANTIES, ESPECIALLY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES RESULTING FROM TRADE USAGES.

(b) WE DO NOT GUARANTEE THAT:

(i) THE SERVICE WILL WORK CONTINUOUSLY, SECURELY, OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION;

(ii) ANY ERRORS OR DEFECTS WILL BE CORRECTED;

(iii) THE SERVICE AND DATA CONTAINED IN IT WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT;

(iv) THE SERVICE DOES NOT CONTAIN VIRUSES OR OTHER HARMFUL COMPONENTS.

8.2. **Limitation of responsibility**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LEGAL REGULATIONS, THE PROVIDER, ITS EXECUTIVES, EMPLOYEES, PARTNERS, NOR SUPPLIERS WILL IN ANY CASE BE RESPONSIBLE FOR ANY INDIRECT, ACCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES RESULTING FROM:

(i) YOUR ACCESS TO THE SERVICE, ITS USE, OR IMPOSSIBILITY TO ACCESS IT OR USE IT;

(ii) ANY CONDUCT OR CONTENT OF A THIRD PARTY WITHIN THE SERVICE;

(iii) ANY CONTENT OBTAINED FROM THE SERVICE;

(iv) UNAUTHORIZED ACCESS, USE, OR ADJUSTMENT OF YOUR USER CONTENT.

(b) THE TOTAL AGGREGATE RESPONSIBILITY WILL IN NO CASE EXCEED THE AMOUNT THAT YOU PAID US DURING TWELVE (12) MONTHS PRECEDING THE EVENT, OR THE AMOUNT OF 50 EUR, ACCORDING TO WHICH IS HIGHER.

(c) THESE LIMITATIONS DO NOT APPLY TO DAMAGE CAUSED INTENTIONALLY OR BY GROSS NEGLIGENCE AND TO RESPONSIBILITY FOR HARM TO LIFE OR HEALTH.

8.3. **Indemnification**

You agree that you will indemnify, defend, and protect the Provider, its executives, employees, and partners from all claims, obligations, damages, losses, and costs, including reasonable costs for legal representation, which arise as a result of or in connection with:

(a) your use of the Service or access to it;

(b) your violation of these Terms;

(c) your violation of any third-party right, including copyright, property rights, or right to privacy;

(d) any claim that your User Content caused damage to a third party.

9. Exclusion of Financial Advice

9.1. **The Service is not a financial advisor**

YOU EXPLICITLY ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED ONLY AS AN INFORMATIONAL AND EDUCATIONAL TOOL WHICH IS TO HELP YOU ORGANIZE AND BETTER UNDERSTAND YOUR FINANCES. THE SERVICE IN NO CASE REPRESENTS AND DOES NOT REPLACE PROFESSIONAL ADVICE. WE DO NOT PROVIDE ANY FINANCIAL, INVESTMENT, LEGAL, TAX, NOR ACCOUNTING ADVICE.

9.2. **Informational character of data**

(a) Any information, analyses, reports, or recommendations generated by the Service are provided only for general informational purposes. This data is not intended as a basis for binding decisions. Displayed data is not an official record and cannot replace official statements or documents. For tax or official purposes, rely exclusively on your official records.

(b) The Application uses third-party data for conversions of currencies and cryptocurrencies, which are updated at regular intervals and may differ from real-time market or bank rates. This data is for orientational purposes only and should not be used for trading or precise accounting.

9.3. **Your exclusive responsibility**

You are fully and exclusively responsible for all your financial decisions and their consequences. Any steps that you take (or do not take) based on information obtained through the Service,

you do at your own risk.

We do not bear any responsibility for any financial results, profits, or losses which may result from your use of the Service.

9.4. **Recommendation of consultation with experts**

We strongly recommend that you consult any financial decisions with qualified professionals, such as certified financial advisors, tax advisors, or lawyers, who can assess your individual situation.

10. Protection of Personal Data (GDPR)

10.1. **Processing of personal data**

For provision and functioning of the Service, it is necessary that we process your personal data. We approach the protection of your privacy with the highest priority and commit to protecting your data in accordance with GDPR and other valid legal regulations.

10.2. **Privacy Policy**

All detailed information about what personal data we collect, for what purpose, on what legal basis, for what time we keep it, and what your rights are, can be found in our separate document: Privacy Policy

This Privacy Policy forms an integral part of these Terms. By creating a User Account and using the Service, you confirm that you have familiarized yourself with this Policy.

10.3. **Consents with processing**

In cases where your consent is required for processing of your personal data, you will always be transparently asked for it. You can revoke any granted consent at any time in the settings of your User Account or by contacting our support.

11. Special Terms for Mobile Platforms

11.1. **Terms for Apple App Store (iOS)**

This section applies to Users who use our mobile Application on a device with the iOS operating system.

In the event that you use our mobile Application on a device with the iOS operating system, you acknowledge that this Agreement is concluded only between you and Budgetbakers s.r.o., not with Apple Inc. (“Apple”). Budgetbakers, not Apple, is exclusively responsible for the mobile

Application and its content. The license to use the mobile Application is granted to you only for use on an iOS device that you own or control, and in accordance with the Usage Rules set forth in the App Store Terms of Service.

Budgetbakers is exclusively responsible for providing any maintenance and support regarding the Application, and you acknowledge that Apple has no obligation to provide any maintenance and support services for this Application. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, which will refund the purchase price of the Application (if any), but to the maximum extent permitted by law, Apple has no other warranty obligations regarding the Application.

Budgetbakers, not Apple, is responsible for addressing any of your claims or claims of third parties regarding the Application, including product liability claims, claims of non-compliance with legal or regulatory requirements, and claims arising from consumer protection. Similarly, in the event of a third-party claim that the Application or your use of the Application infringes their intellectual property rights, Budgetbakers will be exclusively responsible for the investigation, defense, and settlement of such claim.

You acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of this Agreement and have the right to enforce it against you.

11.2. **Use of Shortcuts Service**

If you use integration of the Service with the Shortcuts Service from the company Apple, you do so at your own risk. You are fully responsible for commands and automations that you create and for their consequences.

11.3. **Terms for Google Play (Android)**

This section applies to Users who use our mobile Application on a device with the Android operating system downloaded from the Google Play store.

In the event that you use our mobile Application on a device with the Android operating system downloaded from the Google Play store, you acknowledge that this Agreement is concluded only between you and Budgetbakers s.r.o., not with Google LLC (“Google”). Budgetbakers, not Google, is exclusively responsible for the mobile Application and its content. The license to use the mobile Application is granted to you in accordance with these Terms and the rules set forth in the Google Play Service Terms.

Budgetbakers is exclusively responsible for providing any maintenance and support regarding the Application, while Google has no such obligation. Google provides no warranties regarding the Application and all requests for refunds are governed by Google Play service rules, with the final responsibility for Application defects lying with Budgetbakers.

Budgetbakers, not Google, is also responsible for addressing any claims related to the Application, including product liability, compliance with legal regulations, consumer protection, and resolving claims concerning intellectual property. You acknowledge that Google and its subsidiaries are third parties authorized by these Terms and have the right to enforce compliance to the extent of protecting their interests.

12. Final Provisions

12.1. **Change of Business Terms**

We reserve the right to unilaterally change or update these Terms at any time, especially due to changes in legislation, technology, or our Service. We will inform you about material changes with reasonable advance notice (usually at least 14 days) via email or in-app notification. A new version of the Terms will also be made available to you.

If you continue to use the Service after the effective date of the changes, it is deemed that you agree with the new version of the Terms. If you do not agree with the changes, your only option is to stop using the Service and cancel your User Account.

12.2. **Governing Law**

This Agreement and all relationships arising from it are governed by the laws of the Czech Republic, excluding conflict of law rules of private international law.

12.3. **Dispute Resolution**

(a) Amicable resolution: In case of any disputes or uncertainties, we ask you to first contact our customer support. We believe that most disputes can be resolved amicably.

(b) Judicial resolution: If the dispute is not resolved amicably, the general courts of the Czech Republic will have jurisdiction for its resolution. Territorial jurisdiction of the court shall be determined based on the seat of the Provider.

(c) Out-of-court resolution of consumer disputes: If you are a consumer, you have the right to out-of-court resolution of a consumer dispute. The entity authorized to resolve these disputes is: The Czech Trade Inspection (ČOI), with its registered seat at Štěpánská 567/15, 120 00 Prague 2, web: adr.coi.cz.

In case of disputes concerning services in the field of financial services, the competent authority is the Financial Arbitrator of the Czech Republic, with its registered seat at Legerova 1581/69, 110 00 Prague 1, web: www.finarbitr.cz.

12.4. **Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely matches the original intent.

12.5. **Assignment**

You may not transfer or assign this Agreement or any rights and licenses granted hereunder to a third party. We reserve the right to assign this Agreement and our rights and obligations without limitation, for example in the case of a merger, acquisition, or sale of assets.

12.6. **Entire Agreement**

These Terms, together with our Privacy Policy, constitute the entire and exclusive agreement between you and the company Budgetbakers s.r.o. and replace all previous oral or written agreements or understandings regarding the subject matter of this Agreement.

12.7. **Contact**

If you have any questions regarding these Terms, please contact us at the email address: support@budgetbakers.com.

12.8. **Validity and Effectiveness**

These Terms enter into validity and effectiveness on the day **April 1st, 2026.**