

Dekr Terms of Service

Effective Date: [Date]

Last Updated: [Date]

Agreement to Terms

Welcome to Dekr, a revolutionary financial platform operated by Dekr, Corp. ("Company," "we," "us," or "our"). These Terms of Service ("Terms," "Terms of Service," or "Agreement") govern your use of our website, mobile applications, and related services (collectively, the "Service") operated by Dekr, Corp.

By accessing or using our Service, you agree to be bound by these Terms. If you disagree with any part of these terms, then you may not access the Service. These Terms apply to all visitors, users, and others who access or use the Service.

This Agreement constitutes a legally binding contract between you and Dekr, Corp. 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, including registered users and subscribers to our premium services.

Description of Service

Dekr is a comprehensive financial platform that provides personalized investment insights, portfolio management tools, AI-powered financial assistance, and educational resources. Our Service includes but is not limited to:

Investment Intelligence Platform: Our core service provides personalized investment recommendations through our intelligent card system, which analyzes market data, your financial profile, and investment preferences to generate tailored investment insights. These recommendations are powered by advanced algorithms and artificial intelligence

systems that process real-time market data from trusted providers including Polygon.io and financial news from MarketAux.

Portfolio Management Tools: We provide comprehensive portfolio tracking and management capabilities that allow you to monitor your investments, analyze performance, track asset allocation, and receive rebalancing recommendations. Our portfolio management system integrates with various data sources to provide real-time valuations and performance analytics.

AI-Powered Financial Assistant: Our artificial intelligence assistant provides personalized financial guidance, answers investment-related questions, and offers educational content tailored to your knowledge level and investment goals. The AI assistant leverages your portfolio data and preferences to provide contextual, relevant advice.

Market Data and Analysis: We provide access to real-time and historical market data, financial news with sentiment analysis, and market insights to help you make informed investment decisions. Our data is sourced from reputable financial data providers and is processed through our proprietary analysis systems.

Educational Resources: Our platform includes comprehensive educational content covering investment fundamentals, market analysis techniques, portfolio management strategies, and advanced financial concepts. The educational content is personalized based on your experience level and learning preferences.

Notification and Alert System: We provide customizable notification services that alert you to important market events, portfolio changes, investment opportunities, and other relevant financial information based on your preferences and holdings.

It is important to understand that Dekr is a financial technology platform that provides information, analysis, and tools to assist with investment decisions. We are not a registered investment advisor, broker-dealer, or financial institution. Our Service does not constitute investment advice, and we do not provide personalized investment recommendations that constitute investment advice under applicable securities laws.

User Accounts and Registration

Account Creation Requirements

To access certain features of our Service, you must register for an account. When creating an account, you agree to:

Provide Accurate Information: You must provide accurate, current, and complete information during the registration process and maintain the accuracy of this information throughout your use of the Service. This includes personal information such as your name, email address, and financial information necessary for providing personalized services.

Account Security: You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You must notify us immediately of any unauthorized use of your account or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your account information.

Age Requirements: You must be at least 18 years old to create an account and use our Service. By creating an account, you represent and warrant that you meet this age requirement and have the legal capacity to enter into this Agreement.

Verification Requirements: We may require additional verification of your identity, financial status, or other information to comply with regulatory requirements or to provide certain features of our Service. You agree to provide such verification promptly when requested.

Account Responsibilities

As an account holder, you agree to:

Lawful Use: Use your account only for lawful purposes and in accordance with these Terms. You may not use your account for any illegal activities, fraud, or to violate any applicable laws or regulations.

Single Account: Maintain only one account unless specifically authorized by us to create additional accounts. Creating multiple accounts to circumvent limitations or restrictions is prohibited.

Account Monitoring: Regularly monitor your account for unauthorized activities and report any suspicious activities to us immediately. You are responsible for all activities that occur

under your account.

Information Updates: Keep your account information current and accurate, including contact information, financial details, and investment preferences. Failure to maintain accurate information may result in service limitations or account suspension.

Subscription Plans and Billing

Service Tiers

Dekr offers multiple service tiers designed to meet different user needs and investment goals:

Freemium Tier: Our basic service tier provides limited access to investment insights, basic portfolio tracking, and educational content. Freemium users receive a limited number of investment cards per month and have access to basic market data and news feeds.

Standard Tier: Our standard subscription provides enhanced access to investment insights, advanced portfolio analytics, increased AI assistant interactions, and priority customer support. Standard subscribers receive more frequent investment recommendations and access to additional educational resources.

Premium Tier: Our premium service offers comprehensive access to all platform features, including unlimited investment cards, advanced portfolio optimization tools, priority AI assistant access, and exclusive market insights. Premium subscribers also receive personalized investment strategies and advanced risk analysis tools.

Professional Tier: Our highest service tier is designed for serious investors and includes all premium features plus advanced analytics, institutional-grade research, priority support, and early access to new features. Professional subscribers may also have access to specialized investment tools and direct consultation opportunities.

Billing and Payment Terms

Subscription Billing: Subscription fees are billed in advance on a monthly or annual basis, depending on your selected billing cycle. Annual subscriptions may be offered at a discount compared to monthly billing.

Payment Processing: We use third-party payment processors to handle subscription billing. By providing payment information, you authorize us and our payment processors to charge your selected payment method for subscription fees and any applicable taxes.

Automatic Renewal: Subscriptions automatically renew at the end of each billing period unless you cancel your subscription before the renewal date. You will be charged the then-current subscription rate for your selected tier.

Price Changes: We reserve the right to modify subscription pricing with at least 30 days' notice to existing subscribers. Price changes will not affect your current billing period but will apply to subsequent renewals.

Refund Policy: Subscription fees are generally non-refundable. However, we may provide refunds at our discretion for technical issues, service outages, or other circumstances that significantly impact your ability to use the Service.

Failed Payments: If payment for your subscription fails, we may suspend your access to premium features until payment is resolved. Continued payment failures may result in account downgrade or termination.

Acceptable Use Policy

Permitted Uses

You may use our Service for legitimate investment research, portfolio management, financial education, and related lawful purposes. Permitted uses include:

Personal Investment Research: Using our tools and insights to research investment opportunities, analyze market conditions, and make informed investment decisions for your personal portfolio.

Educational Purposes: Accessing our educational content to improve your financial knowledge and investment skills.

Portfolio Management: Using our portfolio tracking and analysis tools to monitor your investments and assess performance.

Information Sharing: Sharing general market insights or educational content from our platform with others, provided you comply with our intellectual property rights and do not redistribute proprietary analysis or recommendations.

Prohibited Uses

You may not use our Service for any unlawful purpose or in any way that could damage, disable, overburden, or impair our Service. Prohibited uses include but are not limited to:

Illegal Activities: Using the Service for any illegal activities, including but not limited to money laundering, fraud, market manipulation, insider trading, or any other violations of securities laws or regulations.

Unauthorized Access: Attempting to gain unauthorized access to our systems, other user accounts, or any part of the Service not intended for your use. This includes hacking, password mining, or any other means of unauthorized access.

Data Mining and Scraping: Using automated systems, robots, spiders, or other technological means to access, monitor, or copy any part of our Service or content without our express written permission.

Reverse Engineering: Attempting to reverse engineer, decompile, disassemble, or otherwise derive the source code of our software or proprietary algorithms.

Commercial Redistribution: Redistributing, reselling, or commercially exploiting our content, analysis, or recommendations without our express written permission.

Interference with Service: Engaging in any activity that interferes with or disrupts the Service or servers and networks connected to the Service.

False Information: Providing false, misleading, or inaccurate information when creating your account or using our Service.

Spam and Harassment: Using our communication features to send spam, harassment, or other unwanted communications to other users or our staff.

Intellectual Property Rights

Dekr's Intellectual Property

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

Proprietary Technology: Our investment analysis algorithms, AI systems, data processing methods, and other proprietary technologies are valuable trade secrets and intellectual property of Dekr, Corp. Any attempt to reverse engineer, copy, or misappropriate these technologies is strictly prohibited and may result in legal action.

Content Ownership: All content provided through our Service, including investment insights, market analysis, educational materials, and AI-generated recommendations, is owned by Dekr, Corp. or our content partners and is protected by intellectual property laws.

Data and Analytics: The compilation, organization, and presentation of data through our Service represents valuable intellectual property. While underlying market data may be publicly available, our analysis, processing, and presentation of this data is proprietary.

User-Generated Content

Content License: By submitting content to our Service, including feedback, suggestions, questions, or other communications, you grant Dekr, Corp. a worldwide, non-exclusive, royalty-free, perpetual, and transferable license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content.

Content Responsibility: You are solely responsible for any content you submit to our Service and must ensure that such content does not violate any third-party rights or applicable laws.

Content Monitoring: We reserve the right to monitor, edit, or remove any user-generated content that violates these Terms or is otherwise objectionable, but we are not obligated to do so.

Third-Party Content

Our Service may include content from third-party sources, including market data providers, news sources, and other information providers. Such third-party content is the property of its respective owners and is used under appropriate licenses or agreements.

Investment Disclaimers and Risk Warnings

Not Investment Advice

Information Only: The information, analysis, and insights provided through our Service are for informational and educational purposes only and do not constitute investment advice, financial advice, trading advice, or any other sort of advice. You should not treat any opinion expressed through our Service as a specific inducement to make a particular investment or follow a particular strategy.

No Fiduciary Relationship: Dekr, Corp. is not acting as your investment advisor, fiduciary, or agent, and we do not owe you any fiduciary duties. We are not providing personalized investment advice or recommendations tailored to your specific financial situation, investment objectives, or risk tolerance.

Independent Decision Making: All investment decisions are your sole responsibility. You should conduct your own research and consult with qualified financial professionals before making any investment decisions. We strongly recommend that you seek advice from qualified financial advisors who can provide personalized recommendations based on your individual circumstances.

Investment Risks

Market Risk: All investments carry inherent risks, including the potential for significant losses. Market conditions can change rapidly, and past performance does not guarantee future results. The value of investments can go down as well as up, and you may lose some or all of your invested capital.

Technology Risk: Our Service relies on technology systems that may experience outages, errors, or other technical issues. While we strive to maintain reliable service, we cannot guarantee uninterrupted access to our platform or the accuracy of all data and analysis.

Data Accuracy: While we use reputable data sources and employ quality control measures, we cannot guarantee the accuracy, completeness, or timeliness of all market data and information provided through our Service. You should verify important information through independent sources.

Regulatory Risk: Financial markets and investment regulations are subject to change, which may affect the availability or functionality of our Service. Changes in regulations may also impact the investment strategies or opportunities discussed through our platform.

Limitation of Liability for Investment Losses

No Liability for Investment Decisions: Dekr, Corp. shall not be liable for any investment losses, damages, or other financial harm resulting from your use of our Service or reliance on information provided through our platform. This limitation applies regardless of whether such losses were foreseeable or whether we were advised of the possibility of such losses.

User Responsibility: You acknowledge and agree that you are solely responsible for your investment decisions and any resulting gains or losses. You understand that investing involves risk and that you may lose money.

Data and Privacy

Data Collection and Use

Our collection and use of your personal and financial information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using our Service, you consent to the collection and use of your information as described in our Privacy Policy.

Financial Data: We collect and process your financial information to provide personalized investment insights and portfolio management services. This information is handled with the highest level of security and confidentiality.

Usage Data: We collect information about how you use our Service to improve our platform, develop new features, and provide better user experiences. This data is used in accordance with our Privacy Policy and applicable data protection laws.

Data Security

We implement industry-standard security measures to protect your personal and financial information. However, no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security.

Encryption: All sensitive data is encrypted both in transit and at rest using advanced encryption standards.

Access Controls: We maintain strict access controls to ensure that only authorized personnel can access your information.

Monitoring: We continuously monitor our systems for security threats and unauthorized access attempts.

Third-Party Data Sharing

We may share your information with trusted third-party service providers as described in our Privacy Policy. These providers are bound by confidentiality agreements and are required to maintain appropriate security measures.

Data Providers: We share limited information with financial data providers such as Polygon.io to access market data necessary for our services.

Service Providers: We work with technology partners for hosting, analytics, and other services necessary to operate our platform.

Disclaimers and Warranties

Service Disclaimers

"As Is" Basis: The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

No Warranty of Accuracy: We do not warrant that the information provided through our Service is accurate, complete, reliable, current, or error-free. Market data, analysis, and other information may contain inaccuracies or errors.

Service Availability: We do not guarantee that the Service will be available at all times or that it will be free from interruptions, delays, or technical problems. We may suspend or discontinue the Service at any time without notice.

Third-Party Content: We are not responsible for the accuracy, reliability, or availability of third-party content, including market data, news, or other information provided by external sources.

Limitation of Warranties

No Professional Advice: We do not provide professional investment, legal, tax, or accounting advice. Any information provided through our Service should not be considered as professional advice, and you should consult with qualified professionals for such advice.

Technology Limitations: While we strive to provide reliable technology services, we cannot guarantee that our systems will be free from bugs, errors, or other technical issues that may affect the accuracy or availability of our Service.

Market Data Limitations: Market data provided through our Service may be delayed, inaccurate, or incomplete. We rely on third-party data providers and cannot guarantee the accuracy or timeliness of all market information.

Limitation of Liability

General Limitations

To the fullest extent permitted by applicable law, Dekr, Corp., its officers, directors, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from your use of the Service.

Investment Losses: We shall not be liable for any investment losses or financial damages resulting from your use of our Service, reliance on our information or analysis, or investment decisions made based on information provided through our platform.

Service Interruptions: We shall not be liable for any damages resulting from service interruptions, technical problems, data loss, or other issues that may affect your access to

or use of our Service.

Third-Party Actions: We are not liable for the actions, errors, or omissions of third-party service providers, data sources, or other parties whose services or information are integrated into our platform.

Maximum Liability

In no event shall our total liability to you for all damages, losses, and causes of action exceed the amount you have paid to us for the Service during the twelve (12) months preceding the claim.

Indemnification

You agree to indemnify, defend, and hold harmless Dekr, Corp., its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from:

Your Use of Service: Your use or misuse of the Service, including any violations of these Terms.

Your Content: Any content you submit to or through the Service that violates third-party rights or applicable laws.

Your Investment Decisions: Any investment decisions you make based on information provided through our Service.

Violations of Law: Your violation of any applicable laws, regulations, or third-party rights.

Termination

Termination by You

You may terminate your account and discontinue use of the Service at any time by contacting our customer support team or through your account settings. Upon termination:

Data Retention: We may retain certain information as required by law or for legitimate business purposes, as described in our Privacy Policy.

Subscription Cancellation: You remain responsible for any subscription fees incurred prior to termination, and no refunds will be provided for unused portions of prepaid subscriptions unless required by law.

Content Removal: We may remove your content and data from our systems, though some information may be retained as described in our Privacy Policy.

Termination by Us

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason, including but not limited to:

Terms Violations: Breach of these Terms of Service or our other policies.

Illegal Activities: Use of the Service for illegal purposes or activities that could harm our business or other users.

Non-Payment: Failure to pay subscription fees or other amounts owed to us.

Inactive Accounts: Accounts that remain inactive for extended periods may be terminated at our discretion.

Business Reasons: We may terminate accounts for legitimate business reasons, including discontinuation of services or changes to our business model.

Effects of Termination

Upon termination of your account:

Service Access: Your access to the Service will be immediately suspended or terminated.

Data Handling: Your personal data will be handled in accordance with our Privacy Policy and applicable data protection laws.

Surviving Provisions: Certain provisions of these Terms will survive termination, including intellectual property rights, disclaimers, limitations of liability, and indemnification obligations.

Governing Law and Dispute Resolution

Governing Law

These Terms shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

Dispute Resolution Process

Informal Resolution: Before initiating formal dispute resolution proceedings, you agree to first contact us to attempt to resolve any disputes informally. We are committed to working with users to resolve issues fairly and efficiently.

Binding Arbitration: Any disputes arising out of or relating to these Terms or the Service that cannot be resolved informally shall be resolved through binding arbitration in accordance with the rules of [Arbitration Organization]. The arbitration shall be conducted in [Location] and shall be governed by [Jurisdiction] law.

Class Action Waiver: You agree that any arbitration or legal proceeding shall be conducted on an individual basis and not as part of a class action, collective action, or representative proceeding.

Exceptions: Notwithstanding the arbitration requirement, either party may seek injunctive or other equitable relief in court to protect intellectual property rights or prevent irreparable harm.

Legal Compliance

Regulatory Compliance: We operate in compliance with applicable financial regulations and securities laws. Users are responsible for ensuring their use of the Service complies with all applicable laws and regulations in their jurisdiction.

International Users: If you access our Service from outside [Primary Jurisdiction], you are responsible for compliance with local laws and regulations in your jurisdiction.

Changes to Terms

Modification Rights

We reserve the right to modify or replace these Terms at any time at our sole discretion. We will provide reasonable notice of material changes through:

Platform Notifications: Prominent notices on our platform about significant changes to the Terms.

Email Notifications: Email notifications to registered users about material changes that may affect their rights or obligations.

Effective Date: All changes will include a clear effective date and will not apply retroactively.

User Acceptance

Your continued use of the Service after any changes to these Terms constitutes acceptance of the new Terms. If you do not agree to the modified Terms, you must discontinue use of the Service.

Review Responsibility: It is your responsibility to review these Terms periodically for changes. We encourage users to check for updates regularly.

Miscellaneous Provisions

Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices published by us on the Service, constitute the entire agreement between you and Dekr, Corp. regarding the Service and supersede all prior agreements and understandings.

Severability

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it valid and enforceable.

Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms without restriction, including in connection with a merger, acquisition, or sale of assets.

Force Majeure

We shall not be liable for any failure or delay in performance under these Terms that is due to fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or other similar causes beyond our reasonable control.

Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by an authorized representative of Dekr, Corp.

Headings

The headings in these Terms are for convenience only and do not affect the interpretation of the Terms.

Contact Information

If you have any questions about these Terms of Service, please contact us:

Email: legal@dekr.com

Mailing Address:

Dekr, Corp.

Legal Department

[Company Address]

Customer Support: For general questions about the Service, please contact our customer support team at support@dekr.com.

We are committed to addressing your questions and concerns promptly and professionally. Our legal team will respond to Terms of Service inquiries within a reasonable timeframe.

These Terms of Service are effective as of [Date] and govern your use of the Dekr platform and related services provided by Dekr, Corp. By using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms.