

# Terms of Service for Homegrown

*Last updated on: June 15th, 2025.*

Welcome to Homegrown! These Terms of Service ("Terms") govern your access to and use of our collection of apps, websites, and Progressive Web Apps (collectively, the "Services"). The Services are provided by DAVINET IT S.R.L., a legal entity ("Homegrown," "we," "us," or "our"), registered in Romania.

By accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, do not use our Services.

## 1. Description of Services

Homegrown provides tools for **personal finance management, investment tracking, and budgeting**. Our Services offer features for **financial data tracking, analytics, statistics, and insights** to help you manage your personal finances.

## 2. User Eligibility and Account

### 2.1 Eligibility

To use our Services, you **must be at least 16 years old**. If you are **under 18 years of age**, you must have **parental or guardian consent** to use the Services. By using our Services, you confirm that you meet these age requirements.

### 2.2 Account Creation

You can create an account with Homegrown by using "Sign in with Google" or potentially other social login options in the future.

### 2.3 Account Responsibilities

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to:

- Provide **accurate, current, and complete information** when creating and using your account.
- Use the Services **responsibly** and in compliance with these Terms.
- Immediately notify us of any **unauthorized use** of your account or any other breach of security.

### 2.4 Geographic Scope

Our Services are available globally wherever our cloud service provider (Cloudflare) offers its services. However, you are solely responsible for ensuring your use of Homegrown complies with **all applicable local laws and regulations** in your jurisdiction.

## 3. User Conduct and Prohibited Activities

### 3.1 Acceptable Use

You agree to use the Services in a manner that is lawful, ethical, and in accordance with these Terms. You must use the Services solely for **your personal, non-commercial use** as intended.

### 3.2 Prohibited Activities

You agree not to engage in any of the following prohibited activities:

- Engaging in any **illegal activities**.
- **Harassing, threatening, or defaming** any other users or third parties.
- Sending unsolicited communications, **spam**, or any form of unsolicited commercial content.
- **Reverse engineering, decompiling, or disassembling** any part of the Services.
- Attempting to **gain unauthorized access** to any part of the Services, other user accounts, or computer systems or networks connected to the Services.
- Introducing any **malware, viruses, worms, or any other harmful code**.
- **Infringing upon our intellectual property rights** or the intellectual property rights of others.
- Providing **false or misleading information** when using or registering for the Services.
- Disrupting or interfering with the **security, functionality, or performance** of the Services.

## 4. Financial Data and Advice Disclaimer

### 4.1 Manual Data Entry and Accuracy

All financial data (e.g., investments, savings account balances) within Homegrown is **manually entered by you**. You are **solely responsible for the accuracy, completeness, and legality of all data you input**. Homegrown is **not liable for any inaccuracies** in data that you provide.

### 4.2 Not Financial Advice

Homegrown provides tools for personal financial management and insights based on your manually entered data. **OUR SERVICES DO NOT CONSTITUTE FINANCIAL, INVESTMENT, LEGAL, OR TAX ADVICE.**

- The insights, metrics, and statistics provided by Homegrown are **for informational and educational purposes only**. They are derived solely from the data you provide and may not reflect real-time market conditions unless explicitly stated otherwise.
- You **must not use Homegrown as a sole source for making financial decisions**.
- Homegrown is **not responsible for any financial losses** incurred based on your use of the Services, your manually entered data, or the insights provided.
- **Investments and significant financial decisions should always be made based on comprehensive research, your personal circumstances, and professional advice** from qualified financial, investment, legal, or tax advisors.

### 4.3 Limitations of Service

Homegrown does not guarantee the uptime or continuous availability of its Services. We are not liable for any financial losses or damages arising from interruptions, errors, or inaccuracies within the Services.

## 5. Intellectual Property

### 5.1 Our Intellectual Property

All intellectual property rights in the Homegrown Services, including but not limited to software, designs, graphics, user interfaces, trademarks, service marks, logos, and content (excluding user-provided data), are owned by DAVINET IT S.R.L. or our licensors. You acknowledge that these are protected by copyright, trademark, and other intellectual property laws.

### 5.2 Your License to Use

Subject to your compliance with these Terms, we grant you a **limited, non-exclusive, non-transferable, non-sublicensable, revocable license** to access and use the Services for your personal, non-commercial purposes. This license acts as an End User License Agreement (EULA).

## 6. Fees and Payments

Currently, Homegrown Services are provided for **free**. However, we reserve the right to introduce fees for certain features or services in the future, or to limit access to certain features to paid users. If we introduce fees, we will **notify you in advance** and provide clear details on how payments will be processed, including terms for billing cycles, payment methods, and any applicable refund or cancellation policies.

## 7. Termination

### 7.1 Termination by Homegrown

We may terminate or suspend your access to all or part of the Services immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you:

- **Violate any provision of these Terms.**
- Engage in any activity that raises **suspicion of illegal activity**.
- Fail to make any required **payments** (if fees are introduced).
- Exhibit **inactivity**, defined as no login to your account for **365 consecutive days**.

### 7.2 Termination by You

You can terminate your account at any time by accessing your account settings within the Services and following the account deletion process.

### 7.3 Effect of Termination

Upon termination, your right to use the Services will immediately cease.

- All your personal data, including manually entered financial data, will be **permanently deleted from our active systems within a maximum of 14 days** following account deletion.
- You will lose access to your account and any associated content.
- Homegrown may retain anonymized or aggregated data for analytics, research, or statistical purposes, but no personally identifiable information will be retained after account deletion.

## 8. Disclaimers and Limitation of Liability

### 8.1 "AS IS" Disclaimer

THE SERVICES ARE 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, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE. **HOMEGROWN DOES NOT GUARANTEE ANYTHING** regarding the Services.

### 8.2 No Warranty

Homegrown does not warrant that:

- The Services will function **uninterrupted, securely, or be available at any particular time or location.**
- Any errors or defects will be **corrected.**
- The Services are **free of viruses or other harmful components.**
- The results of using the Services will **meet your requirements or expectations.**

### 8.3 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HOMEGROWN, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS 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 SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; 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.

**YOU MUST NOT USE HOMEGROWN FOR ANY FINANCIAL DECISIONS, AND HOMEGROWN IS NOT LIABLE FOR ANY FINANCIAL LOSSES INCURRED BASED ON YOUR USE OF THE SERVICES, YOUR MANUALLY ENTERED DATA, OR THE INSIGHTS PROVIDED.**

## 9. Indemnification

You agree to defend, indemnify, and hold harmless Homegrown and its employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of:

- Your use of and access to the Services.
- Your breach of any of these Terms.
- Your violation of any rights of another party, including without limitation any intellectual property rights or privacy rights.
- Any claim that your use of the Services caused damage to a third party.

## 10. Governing Law and Dispute Resolution

### 10.1 Governing Law

These Terms shall be governed and construed in accordance with the laws of **Romania**, without regard to its conflict of law principles.

### 10.2 Dispute Resolution

- **Informal Resolution:** We encourage you to contact us first at the email address below to seek a resolution for any concerns or disputes. We will attempt to resolve the dispute informally.
- **Binding Arbitration:** If a dispute cannot be resolved informally, any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by **binding arbitration** administered by a single arbitrator in accordance with the **Romanian Arbitration Law**. The place of arbitration shall be **Cluj-Napoca, Romania**. The arbitration award shall be final and binding upon the parties.

### 10.3 Class Action Waiver

You agree that any disputes arising out of or relating to these Terms or the Services will be resolved on an **individual basis only**. You agree not to participate in any class action lawsuit, class-wide arbitration, or any other consolidated legal proceeding against Homegrown.

## 11. Miscellaneous

### 11.1 Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will notify you of any significant changes by posting a notice within our apps/websites/PWAs or via email. By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms.

### 11.2 Severability

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

### 11.3 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between Homegrown and you regarding the use of the Services and supersede any prior agreements, whether written or oral, regarding the Services.

### 11.4 Force Majeure

Homegrown shall not be liable for any failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, acts of government, war, terrorism, civil unrest, labor disputes, power outages, or technical malfunctions.

### **11.5 Waiver**

If Homegrown does not enforce any provision of these Terms immediately, it does not waive its right to enforce that provision or any other provision in the future.

## **12. Contact Information**

If you have any questions about these Terms of Service, please contact us at: [hello@davidpescariu.com](mailto:hello@davidpescariu.com).