

Terms & Conditions

Please read the following terms and conditions ("Terms") carefully before using our website, as they contain important information regarding your legal rights, remedies and obligations with respect to your use of the website.

1. About these terms

These Terms govern your access and use of our website and constitute a legally binding agreement between you and GrowthTracker ("GrowthTracker", "we", "us" or "our"). Your use of the website constitutes your full legal acceptance of each and every one of these Terms, to the same extent as if you had signed this agreement. If you do not agree with these Terms, please do not use our website.

2. Purpose of this website and disclaimer

We provide this website exclusively for informational, non-professional and non-commercial use. All information provided to you has the main goal of providing you insights of your current status and not to guide you into any kind of investment. We are not financial advisors and, therefore, we are not rendering professional advice or services. None of the information presented on the website should be construed as any professional advice or service. We do not guarantee profit or any financial outcomes at any point of the usage of our website. In any case we will advise you to take action of any kind related to investments. Your usage of this website is exclusively at your own risk. If we consider that you are using this website for commercial purposes, we may suspend or withdraw your access immediately and, if appropriate, pursue legal action against you.

3. Registered user and requirements

If you subscribe to our services, you will need to create a user account and provide us with your name and email address, under the terms described in the Privacy Policy. As of the moment you become a registered user, you are responsible for the information associated with your account, for maintaining such information accurate and up to date and for maintaining the confidentiality of your access credentials. For security reasons, we recommend you that the password you choose is only used within our website. If you suspect that your account may have been improperly accessed or if you believe that a security breach may have occurred, please inform us, as soon as possible, by sending an email to growth.tracker.21@gmail.com. You may request deletion of your account at any time. We may retain user data after a deletion request due to legal or regulatory requirements or for reasons stated in the Privacy Policy.

You represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old. For now, our services are only available in Europe, so you can only subscribe if you reside within a European country.

4. Subscription

We offer you a free trial of our services during the first month of subscription. After your free trial, the subscription of our services requires payment of a monthly subscription fee of 9,99 EUR (applicable taxes included), without prejudice to foreign exchange fees that may be applicable. Subscribers may unilaterally exercise the right of termination by cancelling the account, although in this case and in accordance with the provisions of current legislation, we are not obliged to refund any amount paid by the subscriber and whose services have already been used, in whole or in part. We reserve the right to cancel or suspend your account, and therefore access to the website, of subscribers who have outstanding or unpaid monthly fees.

We expressly reserve the right to change the prices at any time, which will be duly communicated in due course in the terms provided by law. However, in any event, the rates in force indicated on the website at the time of subscription shall apply.

5. Third-Party Content

This website may contain links to other third-party websites. These links are made available only for the convenience of website users. Your use of any third-party content is at your own risk and is subject to any terms, conditions and policies applicable to them (such as terms and conditions or privacy policies).

6. Intellectual Property

The content on this website is provided by us, unless otherwise indicated. Our website and all materials incorporated into the website are protected by copyrights, trademarks, trade secrets or other legal rights. We reserve all intellectual property rights related to our website, as well as rights related to software and industrial property and other proprietary rights, of which we are the exclusive owners. You are not granted any right, title or interest in or to the content available on our website.

7. Prohibited practices

In using our website, you must not do any of the following:

- Create an account with a false identity or create an account for a third party, as well as use or attempt to use someone else's account;
- Monitor the availability, performance or functionality of the website for any purpose, or to monitor the use of, any hardware, software or equipment, such as a virus, worm, spyware or other computer code, file or program;
- Use the website for any purpose that is illegal, abusive, fraudulent or harmful;
- Publish or download content that contains software viruses, worms or other malicious code;
- Modify, transmit, reproduce, distribute, publish, rent, lease, loan, trade, sell or otherwise monetize the website or access to it, including related data and information obtained from or through the website;
- Access, use or alter non-public areas of the website;
- Reverse engineer, decompile or disassemble any portion of the website;
- Use the website in violation of applicable law or infringing the intellectual property rights of any person or entity, or any other proprietary rights;
- Frame or mirror any portion of the website, or otherwise incorporate any portion of the website into any product or service, without our express prior written consent.

We reserve the right to suspend or cancel, in whole or in part, temporarily or permanently, your access to the website if we have sufficient reason to believe that you have failed to abide by these Terms.

8. Limitations of liability

Within the limits of applicable law, we will not be liable to users for any damages or losses resulting directly or indirectly from the use of the website, including any indirect, special, incidental, consequential or exemplary or punitive damages of any kind, losses resulting from cases of force majeure and losses resulting from interference or failures in the operating system that may prevent users from accessing and using the website.

As stated in Clause 3, our services are only available in Europe, so you can only subscribe if you reside within a European country. Therefore, we will not be liable in any extent, nor be obliged to guarantee the provision of our services, to users that subscribe to our services and reside outside a European country.

9. Changes to and availability of the website

Our website is made available on an "as is" basis with no representation or warranties of any kind, including with respect to their functionality or availability and with no guarantee that it is complete, accurate, or timely, nor of any results you or others may obtain from its use. We also do not warrant that the website will be available, uninterrupted or error-free, that defects will be corrected, or that the platform or the servers that make it available are free of viruses or other harmful components. We reserve the right to change, suspend or discontinue the services provided through the website, totally or partially, at any time, with or without prior notice to the user.

10. Amendmentst

We reserve the right to amend these Terms at any time without prior notice by posting the new Terms on the website. You should regularly review these Terms to obtain timely notice of such amendments. The use of our website after we post any modifications or amendments to our Terms shall constitute your acceptance of the new Terms as indicated above.

11. Miscellaneous

Delay in exercising or non-exercise of any right we may have under the applicable law or these Terms shall not mean, in any case, a waiver to the subsequent exercise of such right.

The invalidity or unenforceability of any of the provisions included in these Terms will determine that such provisions will be deemed omitted only to their scope and extent, and the remainder of these Terms shall remain in full force and effect.

12. Applicable law and jurisdiction

These Terms shall be governed and construed in accordance with Portuguese law. Any disputes arising from these Terms or from the provision of our services which cannot be amicably settled shall be subject to the exclusive jurisdiction of the courts of Porto.

13. Contact us

Should you have any question or need any further information related to these Terms, you may contact us through the following channels:

E-mail: growth.tracker.21@gmail.com

Letter: Rua Melote de Baixo, 268 R/C Esq. 4620-218 Lousada, Portugal