

Terms of Use

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1. The Service

boring&rich publishes research about publicly listed companies: a rules-based screen of fundamentals derived from public filings with the U.S. Securities and Exchange Commission (SEC), including Forms 10-K, 10-Q and 13F, together with market prices; a model portfolio produced by that fixed rule; and notices ("signals") when the model portfolio changes. The Service is an informational and research tool only.

We are not a broker, dealer, exchange, custodian or investment adviser. We do not accept deposits, hold customer funds or securities, execute trades on your behalf or manage any account. Any investing you choose to do happens with third parties, under their own terms, entirely at your own risk.

2. No investment, financial or legal advice

Nothing on boring&rich is, or should be construed as, investment, financial, trading, legal, tax or other professional advice, a personal recommendation, or a solicitation or offer to buy or sell any security. The model portfolio, signals, valuations, quality scores, rankings and other outputs are the impersonal, general results of a fixed rule applied to public data. They are published identically to all members, do not take into account anyone's objectives, financial situation or needs, and are not tailored to any person.

Model valuations and scores are estimates that are frequently wrong. The model portfolio is a hypothetical (paper) portfolio: it is not a real account, its trades are simulated at closing prices with an assumed transaction cost, and its results do not reflect taxes, fees, slippage or the timing of any real trade. Past and hypothetical performance does not predict future results.

Investing in shares is risky and you can lose some or all of the money you invest. Smaller and less liquid companies can be especially volatile. You are solely responsible for your own decisions and should obtain independent professional advice before acting on any information from the Service.

3. Conflicts of interest

ArrowBow, its directors, officers, employees and associated persons may hold, buy or sell securities of companies covered by the Service, including companies in the model portfolio, and may do so before or after signals are published. The model portfolio is produced by a fixed, published rule and is not adjusted for anyone's personal holdings. We do not receive compensation from any company covered by the Service for its coverage.

4. Eligibility

You must be at least 18 years old and have the legal capacity to enter into these Terms to use the Service.

You are responsible for ensuring that your access to and use of the Service is lawful in your jurisdiction. The Service is not offered to, and may not be used by, any person in a jurisdiction where doing so would be unlawful, or by any person subject to applicable sanctions. We may restrict access from particular jurisdictions at our discretion.

5. Accounts and sign-in

A membership is tied to an account. You sign in with a supported third-party identity provider (currently Google). You are responsible for safeguarding your sign-in method and for all activity under your account, and you agree to notify us promptly of any unauthorised use.

Memberships are personal. You may not share your account or allow others to access members-only content through it.

6. Memberships, billing, cancellation and refunds

Members-only features are available under a paid membership, offered on weekly, monthly or yearly billing. Prices, billing periods and included features are shown at the point of purchase and may change prospectively. Payments are processed by our payment processor, Stripe; we do not receive or store your full card number.

Memberships renew automatically at the end of each billing period at the then-current price until cancelled. You may cancel at any time from your account page (through Stripe's customer portal); cancellation takes effect at the end of the current paid period and stops future renewals, and you keep access until then.

Except where required by law, payments are non-refundable and we do not provide refunds or credits for partial billing periods. Nothing in these Terms affects any statutory rights you have as a consumer, including any right of withdrawal where it applies. We may change prices, introduce or withdraw plans, and start, modify or discontinue promotions at any time; price changes apply from your next billing period after notice.

7. Acceptable use

You agree not to: (a) use the Service for any unlawful purpose or in breach of these Terms; (b) copy, publish, resell, redistribute or share members-only content, including the model portfolio, signals or valuations, except for your own personal use; (c) scrape, harvest or mirror the Service, access it through automated means or at a volume that burdens our infrastructure, or circumvent any rate limit, access control or paywall; (d) reverse engineer or attempt to derive source code, except to the extent this restriction is prohibited by law; (e) interfere with or disrupt the integrity or performance of the Service; (f) upload malicious code or attempt to gain unauthorised access to any system or account; or (g) misrepresent the Service's output as personal advice, or use it to mislead others.

We may suspend, rate-limit or terminate access that we reasonably believe violates these Terms or threatens the Service or other users.

8. Third-party data and services

The Service is built on data from third parties, including filings published by the SEC through EDGAR and market prices from third-party data providers, and relies on third-party providers for hosting, sign-in, payments, email and analytics. We do not control these sources and services and are not responsible for their accuracy, availability, completeness or conduct. Data may be delayed, incomplete or contain errors.

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9. Intellectual property

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10. Disclaimers

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We do not warrant that the Service will be uninterrupted, timely, secure or error-free, that data will be accurate, complete or current, that signals will be delivered at any particular time, or that any result, valuation or signal will be reliable or achieve any outcome. You use the Service at your own risk.

11. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ARROWBOW AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR INVESTMENT LOSSES, ARISING OUT OF OR RELATING TO THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID US FOR THE SERVICE IN THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY, OR (B) USD 100.

12. Indemnification

You agree to indemnify and hold harmless ArrowBow and its officers, directors, employees and agents from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of or related to your use of the Service, your breach of these Terms, or your violation of any law or the rights of any third party.

13. Changes, suspension and termination

We may modify, suspend or discontinue the Service, or any part of it, at any time. We may update these Terms from time to time; material changes take effect when we post the updated Terms and update the effective date, and your continued use after that constitutes acceptance.

We may suspend or terminate your access at any time for a breach of these Terms. If we discontinue the Service or terminate your membership without cause, we will refund the unused portion of any prepaid period. Sections that by their nature should survive termination (including ownership, disclaimers, limitation of liability, indemnification and governing law) survive.

14. Governing law and disputes

These Terms and any dispute arising out of or in connection with them or the Service are governed by the laws of the British Virgin Islands, without regard to conflict-of-laws principles. You agree to submit to the exclusive jurisdiction of the courts of the British Virgin Islands, subject to any mandatory consumer-protection rights you may have in your place of residence.

Any claim must be brought within one year after it arises, to the extent permitted by law.

15. General

These Terms are the entire agreement between you and ArrowBow regarding the Service and supersede any prior agreements. If any provision is held unenforceable, the remaining provisions remain in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition or sale of assets.

16. Contact

Questions about these Terms can be sent to legal@boringandrich.com, questions about your membership to support@boringandrich.com, or by post to ArrowBow Software Solutions Ltd. at its registered office above.

ArrowBow Software Solutions Ltd., a company incorporated in the British Virgin Islands (BVI Business Companies Act, 2004). Registered office: ABM Corporate Services, Ltd, 1st Floor, Columbus Centre, P.O. Box 2283, Road Town, Tortola VG1110, British Virgin Islands.