WalletDesk Terms of Use and Privacy Policy

Version of 6 November 2026

This is a translation of the Russian original. If the two versions differ, the Russian version prevails.

Part 1 sets out the rules for using the service. Part 2 is the privacy policy: what data we collect, why, where it is stored, who can see it and how to delete it. This document applies to the walletdesk.app website and the mobile app.

Part 1. Terms of Use

1. General

1.1. WalletDesk is a service for tracking personal finances: accounts, transactions, categories, exchange rates and reports. It works on the walletdesk.app website and in the mobile app.

1.2. The service is provided by Artem Petrovich Loskutnikov, an individual, Kyrgyz Republic ("we", "us"), who is also the owner of personal records (data controller) under the Digital Code of the Kyrgyz Republic. Contact: support@walletdesk.app.

1.3. These terms become an agreement between us and you when you tick the consent boxes during sign-up and press the sign-up button. You cannot use the service without accepting them.

1.4. The Privacy Policy (Part 2) is part of these terms. The Consent to Cross-Border Transfer of Personal Data is a separate document that you give with a separate checkbox during sign-up.

2. Who can use the service

2.1. The service is for people aged 18 and over.

2.2. One account is for one person and their personal finances.

2.3. Use your real email address: emails confirming your address and restoring access are sent there. Your name can be anything you like.

3. Test mode

3.1. The service is currently in test mode.

3.2. In test mode:

- features may change, appear or disappear;
- errors, including errors in calculations and reports, and service interruptions are possible;
- we do our best to keep your data safe, but we cannot fully rule out failures.

3.3. Do not keep your data only in WalletDesk: export your transactions to CSV or XLSX regularly.

3.4. We may end test mode or shut down the service. We will announce it on the website and in the app at least 14 days in advance so that you have time to export your data.

4. Your data

4.1. Everything you enter into WalletDesk — accounts, transactions, descriptions, categories, rates — belongs to you.

4.2. We use this data only to run the service for you: to store, calculate, display and export it. We do not sell it, do not share it for advertising and do not use it to assess you, for example your creditworthiness.

4.3. You can export your transactions and delete your account with all its data at any time (section 8).

4.4. Do not put unnecessary information about other people in transaction descriptions: passport details, health information and the like.

4.5. Do not enter card or bank account numbers, card expiry dates or CVV codes, PINs, passwords, SMS codes or crypto wallet recovery phrases in account names or transaction descriptions. The service does not need them.

5. Security and rules

5.1. Keep your password and personal API tokens secret. Actions under your account are considered yours until you tell us that the account has been compromised.

5.2. If you think someone has gained access to your account, change your password, revoke your tokens in your profile and contact us.

5.3. You must not:

- access other people's accounts or try to obtain their data;
- disrupt the service: attacks, password guessing, mass automated requests;
- create accounts in bulk;
- use the service for unlawful purposes.

5.4. If you break these rules, we may restrict or block your account. If the breach does not threaten the security of the service or other users, we will contact you first and give you time to export your data.

6. What the service does not do

6.1. WalletDesk is a tracking tool. It is not a bank: it does not hold or transfer money and does not connect to your bank accounts. The service does not ask for card or bank account numbers, CVV codes, PINs, online banking passwords or SMS codes. We never ask for them — not in the service, not by email, not in messengers. Anyone asking for them on behalf of WalletDesk is a fraudster.

6.2. Amounts, balances and reports are calculated from the data you enter yourself.

6.3. Exchange rates come from public sources (FX.KG, the Central Bank of Russia) or are entered by you. They may differ from your bank's rate and may be updated with a delay.

6.4. Reports and insights are for information only and are not financial, tax or investment advice. You make your own decisions about money.

7. Liability

7.1. The service is in test mode, so it is provided "as is", with no guarantee of uninterrupted operation or error-free calculations.

7.2. We are not liable for:

- decisions you make based on data from the service;
- lost profits and indirect losses;
- failures of hosting, network, email and exchange rate providers that are beyond our control;
- consequences of your password or token becoming known to others through no fault of ours.

7.3. These limitations apply to the extent permitted by the law of the Kyrgyz Republic. They do not cover our intentional breaches or our obligations to protect personal data.

8. Deleting your account

8.1. You can stop using the service at any time.

8.2. You can delete your account yourself in your profile, on the website or in the app.

8.3. The account is deleted immediately and permanently together with your finance records, export files, tokens and sessions. Neither you nor we can restore them, so export your data before deleting. What remains after deletion and for how long is described in section 17.

8.4. After deletion, we send an email to your address confirming that the account has been deleted.

8.5. If your account is blocked and you cannot sign in, you can request its deletion at support@walletdesk.app from the email address linked to the account. We process such requests within 7 working days.

8.6. The agreement ends when the account is deleted.

9. Changes to this document

9.1. We publish each new version on the website with its date.

9.2. We tell you about a new version in a window when you sign in on the website or in the app. By continuing to use the service after that, you accept the new version. If you do not agree, delete your account.

9.3. The exception is a change to the consent to cross-border data transfer: a different country of storage or a different processor. By law, such consent can only be given by an active action; continuing to use the service does not count. So the sign-in window will ask you for new consent. Without it, you cannot continue using the service; you can only delete your account.

10. Disputes

10.1. These terms are governed by the law of the Kyrgyz Republic.

10.2. If something goes wrong, please write to us first at support@walletdesk.app. We reply within 10 working days.

10.3. If we cannot reach an agreement, the dispute will be heard by a court of the Kyrgyz Republic under the rules of jurisdiction established by law.

Part 2. Privacy Policy

11. What data we collect and why

Data	Purpose	Legal basis
Name, email, password. We store the password only as a hash, which cannot be turned back into the password	Account, sign-in, service emails: email confirmation, password reset, account deletion	These terms
Settings: country, language, time zone, currencies, default currency, rate source	Calculating amounts and showing dates correctly	These terms
Finance records: accounts and balances, transactions (amount, date, type, category, description, fee, rate), categories, personal exchange rates	This is the service itself: storing, calculating, building reports	These terms
Export files (CSV, XLSX)	Giving you your data	These terms
Promo code, if you signed up with one: it is linked to your email	Recording that the promo code has been used	These terms
Technical data: IP address, browser and device, last activity time, app sign-in tokens and personal API tokens	Keeping you signed in and protecting your account from takeover	Legitimate interest: service security
Records of document acceptance: which document, which version, when, on the website or in the app	Proving that you accepted these terms and gave consent: the owner of personal records is required to prove it	Legitimate interest: defence against legal claims
Support correspondence	Answering your question	These terms

The legal bases are those of Article 79 of the Digital Code of the Kyrgyz Republic. The core service does not need separate consent: the data is required to perform these terms. We ask for consent only to transfer data abroad (section 15).

We do not collect your phone number, passport details, address, geolocation or phone contacts.

Banking and secret data. An account in WalletDesk is just a name, a currency and a balance that you set yourself. The service has no fields for card or bank account numbers, card expiry dates or CVV codes, PINs, online banking passwords, SMS codes or crypto wallet recovery phrases, and it does not need them. Do not enter them in account names or transaction descriptions: anything you type there is stored as plain text. We never ask for this data — not in the service, not by email, not in messengers. Anyone asking for it on behalf of WalletDesk is a fraudster.

We do not ask for special categories of data: health, religion, political views and the like. Please do not put such information in transaction descriptions.

We email you only when necessary: email confirmation, password reset and account deletion. No marketing emails.

12. Cookies and data on your device

The website uses only essential cookies, with no advertising or analytics:

- session and form protection — to keep you signed in and to prevent anyone from submitting forms on your behalf;
- "Remember me" — only if you ticked this box when signing in;
- theme — light or dark;
- hidden amounts — whether to show amounts;
- browser time zone — to suggest it when you set up your profile.

The mobile app keeps your sign-in token in the phone's secure storage and settings, such as the theme, on the phone itself.

13. Who can see your data

- **You.**
- **The service owner.** As the server administrator, the service owner technically has access to the database. The admin panel shows only name, email, account status and roles; it contains no transactions, accounts or amounts. We look at your finance records only at your request, for example to investigate an error, or when the law requires it.
- **Processors** listed in section 14 — only to the extent needed for their work.

We do not sell data, do not share it with advertisers and do not use it to assess you. We disclose data to public authorities only on a lawful request and in the manner established by the law of the Kyrgyz Republic.

14. Processors and where data is stored

Company	What it does	What data	Where
DigitalOcean, LLC (USA)	Hosting: server and database	All service data	Netherlands (EU)
Resend (USA)	Sending emails	Email, name and the text of the service email	Ireland (EU)

We get exchange rates from FX.KG and the Central Bank of Russia. These sources do not receive any of your data.

The App Store and Google Play process data under their own rules when you download the app. They do not receive your finance records from us.

If we add a new processor, we will update this document and tell you when you sign in (section 9).

15. Transferring data abroad

The server and the email service are located outside Kyrgyzstan. Under Article 89 of the Digital Code, this is a cross-border transfer of data. The State Agency for Personal Data Protection has not yet approved a list of countries with adequate data protection, so at sign-up we ask for your separate consent to this transfer. Its text is in the "Consent to Cross-Border Transfer of Personal Data".

The service cannot work without this transfer, so the consent can be withdrawn only together with deleting your account.

16. How we protect data

- Connections to the website and the app use HTTPS only.
- Passwords are stored only as hashes.
- Each account sees only its own data: other users' accounts and transactions cannot be opened.
- Amounts and transaction descriptions are not written to technical logs.
- App sign-in is valid for a limited time. Personal API tokens can be revoked in your profile at any time.
- Access to the server and the database is closed to outsiders and protected.

17. How long we keep data

While the account exists:

- account data and finance records — for as long as the account exists;
- export files — 7 days, then deleted automatically;
- password reset link — 60 minutes;
- session data (IP address, browser) — while the session is active; expired sessions are deleted automatically.

When you delete your account, your account data, finance records, export files, tokens and sessions are deleted immediately, and your email is unlinked from the promo code. After deletion, only the following remains:

- **backups** — the data disappears from them no later than 30 days later. We never restore anything from backups into individual accounts; they exist only in case the whole service fails;
- **server technical logs** with IP addresses — no longer than 14 days;
- **records of document acceptance** — 3 years, the general limitation period under the Civil Code of the Kyrgyz Republic. The record does not contain your email: it keeps a hash instead. The address cannot be recovered from the hash: the record can only be matched to an address that is already known, for example when you provide it yourself. After 3 years the records are deleted;
- **the log of sent emails** at the email service — under that service's rules.

18. Your rights

You can:

- find out what data we hold about you and get a copy. You can also export your transactions yourself to CSV or XLSX;
- correct your data — in your profile and the service sections, or on request;
- delete your account with all its data — yourself, in your profile (Article 83 of the Digital Code);
- object to processing (Article 84) — we will reply with our decision and the reasons for it;
- withdraw your consent to transferring data abroad — by deleting your account;

- complain to the State Agency for Personal Data Protection (dpa.gov.kg) or to a court.

Send other requests to support@walletdesk.app from the email address linked to your account. We reply within 7 working days.

19. If a data breach occurs

We will report it to the State Agency for Personal Data Protection within the time limit set by the Digital Code. If the breach affects your data, we will also tell you what happened and what to do.

20. Children

The service is for people aged 18 and over. If we learn that an account was created by a child, we will delete it.

Contacts

Artem Petrovich Loskutnikov
Email: support@walletdesk.app
Website: walletdesk.app