

Licence Agreement

Qardbox · English

As of 22 September 2026

This agreement governs the use of Qardbox and of the decks bought in the deck store. It applies in addition to Apple's terms.

Scope and contracting parties

This licence agreement governs the use of the Qardbox application (the "App") and of the paid additional content offered through it (the "Decks"). The contracting party is Simon Harre, Walter-Klausch-Str. 15, 14482 Potsdam, Deutschland, reachable at kontakt@qardbox.com (the "Provider"). Questions, complaints and claims concerning the App and the Decks are to be directed to this address and to this e-mail address. The App and the Decks are acquired through the App Store operated by Apple Distribution International Ltd. or by the Apple entity responsible for the user's region ("Apple"); Apple's terms apply in addition. In the relationship between user and Provider, this agreement takes the place of Apple's standard end user licence agreement (the "Licensed Application End User License Agreement") where it is filed with the App Store as a custom licence agreement; otherwise it supplements it. The relationship between user and Apple is unaffected. This agreement is provided to the user in the language of the App; the version in the language in which it was provided to the user is the version that applies to that user. The German version is the reference version; where the language versions differ, it is used for interpretation, without thereby restricting any right the user has under the version provided to them.

Subject matter

The licence agreement for the App is concluded when the user downloads the App through the App Store and uses it. The licence agreement for a Deck is concluded upon completion of the purchase process through Apple. The App is a flashcard application with a spaced repetition planner. It is provided free of charge. The user receives a simple, non-exclusive, non-transferable right to use the App on any Apple-branded products that the user owns or controls, as permitted by the Usage Rules set out in the Apple Media Services Terms and Conditions; in addition, the App may be accessed and used by the other accounts associated with the purchaser through Family Sharing or volume purchasing. A Deck is a collection of flashcards in machine-readable form. Buying a Deck is a one-off purchase without recurring payment and grants, within the same scope, an unlimited, simple, non-exclusive and non-transferable right to use the Deck for the user's own learning and training purposes. Unlimited means that this right does not end by lapse of time and is not lost because the user removes the App from a device; it involves no undertaking to keep the App or a Deck available in the App Store for any particular period. No ownership of the content passes.

Characteristics of the Decks

The contents of the Decks are compiled with care. The characteristics of a Deck follow from the description shown to the user in the deck store before purchase. That description states the subject, the scope and the state of the contents and the source on which they are based. It constitutes the agreed characteristics within the meaning of section 327e(2) no. 1 of the German

Civil Code; a Deck conforms to the contract if it corresponds to that description. Decks that reproduce official question catalogues, legal provisions, curricula, standard operating procedures or comparable sources reproduce the state of that source which is given in the description of the Deck. Such sources are revised, are interpreted differently in individual jurisdictions and are changed without notice; a Deck therefore reflects the state given for it and not a later one. The use presupposed under the contract is practising with flashcards. That an examination, a licence or a certificate can be obtained with the contents of a Deck is not the subject matter of the contract and is not owed.

Not advice

The contents of the Decks do not constitute legal, tax, medical, pharmaceutical or other professional advice and do not replace such advice. They are learning and practice material only. Decisions in an individual case, in particular those with legal, health-related or safety-related consequences, must be taken on the basis of the applicable rules and, where necessary, with the involvement of qualified persons.

Intended use of the Decks

The Decks are study and practice material. They serve to prepare for examinations and to build and rehearse knowledge. Under this agreement they are not intended to be used as the basis of a decision or an act in an individual case, and they are not instructions for action. In particular, it is not an intended use to rely on them as the basis for decisions or acts in medical, emergency-medical, nursing, fire-service, rescue-service, law-enforcement, occupational-safety and hazardous-substances, electrical, construction, traffic, hunting, firearms or explosives, maritime or aviation, radio, tax, legal or regulatory matters, or in any situation in which the safety or health of persons, the integrity of property or the observance of deadlines, rights or duties depends on the accuracy of a statement. Before acting with such consequences, the user shall consult the authoritative source, in particular the applicable statute, regulation, official question catalogue, standard operating procedure, manufacturer instruction, professional information or the advice of a qualified person; that source prevails over the content of a Deck. Preparing for an examination and learning the technical language of one of these fields is an intended use; basing a decision or measure taken in the exercise of the activity itself on the content of a Deck is not. This provision describes the subject matter owed under the contract; a use outside that scope is not a use in accordance with the contract.

Warranty

Defects of the App and the Decks are governed by the statutory law on defects for digital products (sections 327 et seq. of the German Civil Code). The user's statutory rights in the event of defects are neither excluded nor restricted by this agreement. The section "Characteristics of the Decks" describes the agreed characteristics within the meaning of section 327e(2) of the German Civil Code; it determines the content of the obligation to perform and excludes no statutory right. An agreement under which a particular feature of the digital product deviates from the objective requirements of section 327e(3) of the German Civil Code requires, under section 327h of the German Civil Code, that the user was specifically informed of the deviation before making their contractual declaration and that the deviation was expressly and separately agreed in the contract. This agreement contains no such agreement; general statements to the effect that a particular characteristic is not assured therefore do not constitute a deviation from the objective requirements.

Liability

To the maximum extent permitted by applicable law, the Provider's liability is limited as follows. The Provider is liable without limitation for damage arising from injury to life, body or health caused by an intentional or negligent breach of duty by the Provider, its legal representatives or its vicarious agents, and for other damage caused by an intentional or grossly negligent breach of duty by the Provider, its legal representatives or its vicarious agents. For the slightly negligent breach of an essential obligation whose fulfilment makes the proper performance of this agreement possible in the first place and on whose observance the user may regularly rely, liability is limited to the foreseeable damage typical of this type of contract. Liability is otherwise excluded. The limitations of liability above also apply to the personal liability of the Provider's legal representatives, employees and vicarious agents. Within the scope of the paragraphs above, liability for the loss of data is limited to the typical cost of restoration that would have arisen had backups been made regularly and in a manner appropriate to the risk. Contributory fault on the part of the user is to be taken into account in accordance with section 254 of the German Civil Code; this applies in particular to a failure to make reasonable backups and to a use that does not accord with the section "Intended use of the Decks". Liability under mandatory product liability law, for fraudulent concealment of a defect and under a guarantee assumed by the Provider is unaffected. Mandatory statutory rights of consumers under the law of their place of residence take precedence over this section. The Provider is not liable for acts or omissions that the user or a third party bases on the content of a Deck where the use was not in accordance with the section "Intended use of the Decks"; the paragraphs above remain unaffected. This agreement confers no protective effect and no rights upon third parties; Apple's position under the section "Relationship with Apple" is unaffected.

No redistribution

The user may not reproduce, distribute, make publicly available, rent, lend, resell, sublicense or otherwise make available to third parties the Decks or their contents, in whole or in part. This includes in particular passing on exported files, publication on learning platforms, in forums, in cloud folders or on social networks, and use for creating a competing offering, including the training of automated systems. Permitted are use on the user's own devices, use within Apple's Family Sharing, and making backup copies for the user's own purposes. Statutory permissions, in particular the right of quotation and exceptions for teaching and research, are unaffected. Cards created by the user are not subject to this section.

Relationship with Apple

The contract for acquiring the App and the Decks is concluded between the user and Apple; Apple acts as distributor in its own name. The Provider, not Apple, is solely responsible for the App, its contents and the fulfilment of any warranty claims, to the extent these are not validly excluded. Apple has no obligation to furnish maintenance or support. Claims relating to a defect of the App may be raised with Apple; Apple may in that case refund the purchase price and has no further obligation. The Provider is responsible for handling claims of the user or of third parties relating to the App, including claims under product liability law, claims arising from a failure to comply with legal requirements and claims under consumer protection law, as well as for handling claims that the App infringes third-party rights. Apple and Apple's subsidiaries are third-party beneficiaries of this agreement and are entitled to enforce it against the user.

Withdrawal and refunds

Consumers in the European Union have a right of withdrawal for distance contracts. For a contract on the supply of digital content not on a tangible medium which obliges the consumer to pay a price, the right of withdrawal expires where the trader has begun performance of the contract, the consumer has expressly consented to the trader beginning performance before the withdrawal period ends, the consumer has acknowledged that by giving that consent they lose the right of withdrawal once performance begins, and the trader has provided the consumer with a confirmation of the contract under section 312f of the German Civil Code (section 356(6) no. 2 of the German Civil Code). Comparable statutory rights in other jurisdictions remain unaffected. The purchase is made through Apple; withdrawal, return and refund must therefore be declared to Apple and follow Apple's terms, usually via reportaproblem.apple.com. Refunds of the purchase price are made by Apple, as the contracting party to the purchase, in accordance with Apple's terms.

Availability, changes and loss

There is no claim to permanent availability of the App or of any individual Deck. The Provider is entitled to change, extend or withdraw a Deck. Where a change goes beyond what is necessary to maintain the conformity of the Deck (sections 327e and 327f of the German Civil Code), the Provider will make it only for a valid reason. The only valid reasons are: the source on which the Deck is based ceasing to exist or changing; a change in the law or in settled case law; adaptation to a changed technical environment, in particular to a new version of the operating system or to changed requirements of Apple; and the removal of a legal infringement. No additional cost arises for the user from such a change. Where a Deck is supplied continuously, the conditions for a change, the information to be given to the user and the user's right to bring the contract to an end are otherwise governed by section 327r of the German Civil Code. Where a Deck is withdrawn from the offering, the right of use already granted to the user is unaffected. There is no claim to restoration of learning progress, cards or other data. The user is responsible for backing up their data; the App provides an export function for this purpose. Claims for the loss of data, in particular following a change of device, a reinstallation, a deletion or a synchronisation fault, exist only within the limits of the liability section of this agreement.

The user's obligations

The user shall use the App as intended. Circumventing technical protection measures, reverse engineering beyond what the law permits, automated bulk extraction of contents and any use that breaches applicable law are prohibited. Where the user brings in their own content, in particular by importing files, they warrant that they are entitled to do so and infringe no third-party rights. Where the user culpably breaches this obligation and a third party therefore asserts a justified claim against the Provider, the user shall indemnify the Provider against that claim and against the necessary costs of a reasonable legal defence. The Provider shall inform the user of such a claim without undue delay, shall neither acknowledge nor settle it without the user's consent, and shall give the user the opportunity to take part in the legal defence. There is no claim to indemnification to the extent that the Provider is itself responsible for the claim being made. Where the user employs the contents within vocational training or continuing education and documentation or proof obligations arise from that, meeting them is the user's own responsibility; the App provides no proof of the nature, extent or outcome of learning towards third parties. When using the App the user shall comply with any applicable third-party terms of agreement, in particular those of the user's mobile or internet provider and those of Apple.

Data protection

The processing of personal data is governed by the Provider's privacy policy, available in the App under Settings and at qardbox.com/privacy. It contains the information required by Articles 13 and 14 of Regulation (EU) 2016/679. The purchase is transacted between the user and Apple; in doing so the Provider receives neither payment data nor the user's Apple Account nor the receipt.

Rights in the contents

The App and the Decks are protected by copyright. Where a Deck reproduces official works that are free of copyright under applicable law, or content under a free licence, their legal status is unaffected; the editorial preparation, selection and arrangement enjoy the Provider's protection. The origin of the contents is stated in the description of each Deck. Third-party trade marks, names and signs are used for identification only; no rights in them are claimed.

Term and termination

The contract for a Deck is concluded for an indefinite period and does not end by lapse of time. It ends when the user permanently refrains from further use; merely removing the App from a device is not in itself such a decision. The Provider may terminate for good cause, in particular in the event of a serious breach of the section on redistribution. The provisions on liability, on rights in the contents and on applicable law survive the end of the contract.

Updates for digital products

Where the purchase of a Deck constitutes a consumer contract for the supply of digital products, sections 327 et seq. of the German Civil Code apply. The Provider supplies, for the period the user may expect given the nature and purpose of the Deck, the updates necessary to maintain conformity, including security updates, and informs the user of them. This statutory duty is not limited by the section "Characteristics of the Decks". It concerns the conformity of the digital product and creates no duty to bring a Deck onto a newer version of an official source. If the user fails to install a supplied update within a reasonable period, the Provider is not liable for a defect that is attributable solely to the absence of that update, provided that the Provider has informed the user of the availability of the update and of the consequences of not installing it, and the failure to install it, or its incorrect installation, is not due to deficient installation instructions provided to the user.

Reverse engineering, modification, automated access

The user may not reverse engineer, decompile, disassemble, modify, translate, create derivative works from, or attempt to derive the source code or non-public interfaces of the App or a Deck, except where mandatory law permits. Automated extraction of content, reproduction beyond contractual use, and any circumvention of technical protection measures are likewise prohibited.

Export and sanctions

The user warrants that they will not use, export or re-export the App or the Decks in breach of export, import or sanctions law of the European Union, the Federal Republic of Germany or

the United States of America. In particular, the user warrants that they are not located in a comprehensively embargoed territory and are not listed as a sanctioned person or entity.

Minors

Minors may use the App only with the consent of a parent or guardian and may acquire paid content only with that consent. The Provider collects no data for this purpose and relies on the information the user has given to Apple.

Changes to this agreement

For a given purchase, this agreement applies in the version filed in the App at the time that purchase was concluded; each version carries a date for this purpose. The Provider may amend this agreement for future purchases and for future use of the App supplied free of charge, where necessary to adapt to a change in law, in settled case law, in technical developments or in Apple's requirements, and where the user is not unreasonably disadvantaged. The user will be informed of material changes in a suitable form at least thirty days before they take effect. A change has no effect on purchases already completed. Changes to the digital product itself are not governed by this section but by section 327r of the German Civil Code and by the section "Availability, changes and loss".

Consumer dispute resolution

The Provider is neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board (section 36(1) no. 1 of the German Consumer Dispute Resolution Act, VSBG).

Invalidity of individual provisions

Should a provision of this agreement be or become wholly or partly invalid or unenforceable, the validity of the remaining provisions is unaffected. The statutory rules take the place of the invalid or unenforceable provision. The same applies in the event of a gap.

Applicable law

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. In relation to consumers, this choice of law applies only to the extent that the consumer is not thereby deprived of the protection of mandatory provisions of the law of the country in which they have their habitual residence (Article 6(2) of the Rome I Regulation).

Additional Terms for Users in the United States

The following additional terms apply to users who acquire or use the App or a Deck in the United States of America. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND THE DECKS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. The contents of the Decks are study and practice material. They are not instructions for action, and they must not be relied upon as the basis for any decision or act in an individual case, including any medical, emergency, first-aid, nursing, fire-service, law-enforcement, occupational-safety, electrical, construction, traffic, hunting, firearms, maritime, aviation, radio, tax, legal or regulatory matter, or any situation in which the safety or health of a person, the integrity of property, or the observance of a deadline or legal right depends on the accuracy of a statement. Before acting in such a situation, the user must consult the authoritative source, such as the applicable statute, regulation, official question catalogue, standard operating procedure, manufacturer instruction or professional information, and, where appropriate, a qualified professional; that source prevails over the content of a Deck. THE USER ASSUMES THE ENTIRE RISK ARISING OUT OF ANY USE OF THE CONTENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA OR GOODWILL, OR FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO THE CONTENT OF A DECK OR ITS USE, EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT ACTUALLY PAID BY THE USER TO APPLE FOR THE DECK CONCERNED AND (B) ONE HUNDRED US DOLLARS (USD 100). Some jurisdictions do not allow the exclusion of implied warranties or the limitation of liability for incidental or consequential damages; in those jurisdictions, the above limitations apply only to the extent permitted, and nothing in this Agreement limits any liability that cannot be limited under applicable law, including liability for gross negligence or wilful misconduct. Except for Apple and Apple's subsidiaries, who are third-party beneficiaries of this Agreement as set out above, there are no third-party beneficiaries of this Agreement.