

Terms of Service

Effective Date: 7 October 2026

These Terms of Service ("Terms") form a legally binding agreement between you and Dzhamanbaev Maksim ("Provider", "we", "us", "our") governing your access to and use of Punklex, including its mobile applications, related services, content, and paid features (collectively, the "Service").

By creating an account, accessing the Service, or purchasing a subscription, you agree to these Terms. If you do not agree, do not use the Service.

1. Provider

- Provider: Dzhamanbaev Maksim
- Legal status: Individual service provider
- Official address: Rua Dr. Paolo Pombo 82, 5.3, 4250-363 Porto, Portugal
- Support email: support@punklex.app

2. The Punklex Service

Punklex provides language-learning software, including vocabulary and spaced-repetition tools, exercises, progress tracking, automated evaluation, AI-assisted features, and other educational functionality that may change over time.

We may add, modify, suspend, or discontinue features where reasonably necessary, subject to applicable consumer law and any obligations relating to paid services.

3. Accounts and Eligibility

3.1 Account Registration

Some features require an account. You agree to provide accurate information where requested and to keep account information reasonably current.

3.2 Account Security

You are responsible for maintaining the security of your account and authentication credentials and for activities occurring through your account to the extent permitted by law. Notify us at support@punklex.app if you reasonably suspect unauthorized access.

3.3 Age Requirement

You must be at least 16 years old to create and use a Punklex account. Users under 16 may not create an account or use the Service.

4. Free and Paid Features

Punklex may provide free features and paid features. The features included in each plan, billing period, price, and any trial terms are displayed before purchase and may vary by platform, country, or promotional offer.

Unless expressly stated otherwise, purchasing a subscription grants a personal, limited, non-transferable right to use the corresponding paid features during the subscription period.

5. Subscriptions, Billing, and App Stores

5.1 Platform Billing

Mobile subscriptions and in-app purchases may be processed by Apple App Store, Google Play, or another authorized distribution platform. The platform's billing terms and payment procedures also apply to transactions processed by that platform. We generally do not receive your full payment-card details from Apple or Google.

5.2 Auto-Renewal

If the purchase screen states that a subscription automatically renews, it will continue for successive billing periods unless cancelled according to the rules displayed by the applicable platform before renewal. Renewal timing, notice, charging rules, and cancellation cut-offs are governed by the applicable platform terms and mandatory law.

5.3 Managing or Cancelling a Subscription

Subscriptions purchased through Apple or Google must normally be managed or cancelled through the corresponding Apple ID or Google Play account. Deleting Punklex or deleting your Punklex account does not by itself cancel an app-store subscription.

5.4 Price Changes

Prices may change. Any price change affecting an existing subscription will be handled in accordance with the applicable app-store rules and mandatory consumer law.

6. Consumer Rights, Withdrawal, and Refunds

If you are a consumer, you may have statutory rights that cannot be excluded or limited by these Terms.

For consumers in the European Union or European Economic Area, distance contracts may be subject to statutory withdrawal rights. The availability and loss of a withdrawal right for digital content or digital services depends on the nature of the purchase, the manner in which performance begins, the consent and acknowledgements obtained during purchase, and applicable law.

Where a purchase is processed by Apple App Store or Google Play, refund and cancellation requests may need to be submitted through the platform's procedures. Platform procedures do not remove any mandatory rights you have under applicable consumer law.

Nothing in these Terms limits rights that cannot lawfully be waived.

7. AI-Assisted Features

7.1 Nature of AI Outputs

Punklex may use artificial-intelligence systems and large language models to generate exercises, translations, explanations, evaluations, conversational content, or other learning material.

AI-generated output may be inaccurate, incomplete, biased, unnatural, inappropriate for a particular context, or inconsistent between requests. You are responsible for reviewing AI-generated content before relying on or reusing it. Punklex does not guarantee that any AI-generated answer, correction, translation, explanation, proficiency estimate, or learning recommendation is correct.

7.2 Language Evaluation

Automated evaluations, proficiency estimates, scores, explanations, or corrections are learning aids. Unless expressly stated otherwise, they are not official language certifications or examination results.

7.3 No Professional Reliance

AI output is not intended as legal, medical, financial, professional translation, or other regulated professional advice. Do not rely on Punklex as the sole source for decisions requiring professional judgment or independently verified factual accuracy.

7.4 Processing of User Inputs

Some user inputs may be sent through OpenRouter to the AI model provider selected for a particular request in order to produce or evaluate requested learning content. The specific underlying model provider may vary. The handling of personal data in this process is described in our Privacy Policy.

8. User Content

8.1 Ownership

You retain ownership of text, audio, and other content you submit to Punklex ("User Content"), subject to any rights held by third parties.

8.2 Limited Licence to Operate the Service

You grant us a worldwide, non-exclusive, royalty-free licence to host, reproduce, transmit, transform, translate, and process User Content only to the extent reasonably necessary to provide, secure, maintain, and improve the Service, including providing AI-assisted features you request. This licence ends when the relevant content is deleted from our systems, except to the extent retention is required or permitted by law or technically necessary for limited backup cycles.

8.3 Prohibited Content and Conduct

You must not use the Service to:

- violate applicable law or the rights of another person;
- upload malicious code or attempt to compromise the Service;
- interfere with security controls or access systems without authorization;
- use automated means to scrape or extract substantial portions of the Service except where we expressly permit it;
- use another person's account without authorization;
- submit content that infringes intellectual-property, privacy, or other third-party rights.

9. Sharing and User Interaction

9.1 No Direct Messaging

Punklex does not provide direct user-to-user messaging or comments. User interaction is limited to sharing learning materials such as vocabulary collections, word lists, and exercises.

9.2 Pseudonymous Public Names

Publicly displayed creator names may be randomly generated pseudonyms. Other users are not shown your email address, Google or Apple sign-in identity, Firebase UID, or other private account details through the sharing feature.

9.3 Shared Learning Content

You remain responsible for learning materials you choose to share. Shared materials must comply with these Terms and must not infringe third-party intellectual-property, privacy, or other rights.

Shared content may remain internally linked to your account identifier for ownership, moderation, abuse prevention, security, synchronization, and deletion purposes.

We may restrict, hide, or remove shared content that we reasonably believe violates these Terms, applicable law, third-party rights, security requirements, or platform rules. We are not required to pre-screen all shared learning content.

Publication or availability of user-shared material does not mean that Punklex has reviewed, endorsed, or verified its accuracy, quality, legality, or suitability for a particular learner.

10. Intellectual Property

The Punklex software, brand, interface, original learning materials, graphics, and other Service content supplied by us or our licensors are protected by intellectual-property laws.

Subject to these Terms, we grant you a limited, personal, non-exclusive, non-transferable, revocable licence to use the Service for your own lawful purposes during the period in which you are entitled to access it.

Nothing in these Terms transfers ownership of our intellectual property to you.

11. Suspension and Termination

We may restrict, suspend, or terminate access where reasonably necessary because of a material or repeated breach of these Terms, unlawful activity, fraud, a security threat, abuse of the Service, or a legal requirement.

Where appropriate and legally required, we will provide notice and a reasonable opportunity to remedy a breach before termination.

You may stop using the Service at any time and may request account deletion as described in the Privacy Policy. Termination or account deletion does not automatically cancel a subscription managed by an app store.

12. Service Availability and Changes

We aim to provide a reliable Service but cannot guarantee uninterrupted or error-free availability. Maintenance, security incidents, infrastructure failures, third-party outages, legal requirements, or product changes may temporarily affect availability.

For paid services, material changes will be handled in accordance with applicable law and the terms disclosed at purchase.

13. Disclaimers

To the maximum extent permitted by applicable law, the Service is provided on an "as available" basis. We do not guarantee that every exercise, translation, AI output, explanation, or learning recommendation will be error-free or suitable for every learner. Nothing in this section excludes statutory guarantees or consumer rights that cannot lawfully be excluded.

14. Limitation of Liability

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by law, including liability that cannot be excluded under mandatory consumer-protection law.

To the maximum extent permitted by law, we are not liable for indirect or consequential loss that was not reasonably foreseeable when you entered into these Terms.

Any contractual limitation of liability applies only to the extent valid under the law applicable to you.

15. Privacy

Our processing of personal data is described in the Punklex Privacy Policy. The Privacy Policy does not reduce rights granted by applicable data-protection law.

16. Account Deletion

You may request deletion of your Punklex account through Settings → Account → Delete Account or through <https://punklex.app/delete-account>. Deletion is initiated promptly after a verified request; account data is targeted for deletion from active systems without undue delay and in any event within 30 days, subject to lawful retention requirements and limited backup cycles.

17. Changes to These Terms

We may update these Terms to reflect changes to the Service, applicable law, security requirements, or our business practices. If a change materially affects your rights or an ongoing paid service, we will provide notice where required by law before the change takes effect.

18. Acceptable Use, Fair Use, and Abuse Prevention

We may apply reasonable technical limits, rate limits, anti-abuse controls, or temporary restrictions to protect Punklex, other users, third-party providers, and infrastructure from misuse, excessive automated

traffic, fraud, scraping, credential abuse, denial-of-service behavior, or activity that materially exceeds ordinary personal learning use.

You must not attempt to bypass usage limits, security measures, subscription controls, access restrictions, or technical safeguards. We may immediately restrict access where reasonably necessary to investigate or stop security threats, fraud, unlawful activity, or material abuse, without prejudice to any mandatory consumer rights.

19. Third-Party Services and Dependencies

Punklex depends on third-party services including app stores, authentication providers, cloud infrastructure, notification services, and AI providers. Their availability, terms, technical behavior, models, or APIs may change independently of us.

To the maximum extent permitted by law, we are not responsible for outages, delays, errors, model changes, authentication failures, platform restrictions, or other events caused solely by third-party services outside our reasonable control. Where such an event materially affects a paid service, your mandatory consumer rights remain unaffected.

20. Learning Outcomes and User Decisions

Punklex is a learning aid. We do not promise any particular examination result, CEFR level, fluency level, employment outcome, academic result, immigration result, certification, or time required to learn a language.

You remain responsible for decisions based on content produced by the Service and for independently verifying information where accuracy is important.

21. Force Majeure and Events Outside Reasonable Control

To the extent permitted by applicable law, we are not responsible for delay or failure caused by events outside our reasonable control, including major internet or cloud outages, cyberattacks not caused by our failure to use reasonable security measures, government action, natural disasters, war, civil disturbance, widespread telecommunications failures, or failure of critical third-party infrastructure. This clause does not exclude rights that cannot lawfully be excluded.

22. Severability and No Waiver

If any provision of these Terms is found invalid or unenforceable, the remaining provisions remain effective to the extent permitted by law. A failure by us to enforce a provision on one occasion does not waive our right to enforce it later.

23. Consumer Complaints and Dispute Resolution in Portugal

Consumers should first contact us at support@punklex.app so that we can attempt to resolve the issue directly.

Consumers in Portugal may also use the Livro de Reclamações Eletrónico (Electronic Complaints Book) at <https://www.livroreclamacoes.pt/> and may use the competent legally authorized consumer alternative-dispute-resolution entity where applicable.

For low-value consumer disputes in Portugal, applicable law may allow the consumer to require mediation or arbitration before an authorized consumer arbitration centre. Nothing in these Terms limits that right.

24. Governing Law and Consumer Jurisdiction

These Terms are governed by the laws of Portugal, unless another governing law is required by mandatory law.

If you are a consumer in the European Union or another jurisdiction providing mandatory consumer protection, this choice of law does not deprive you of protections granted by mandatory provisions of law that apply to you.

Nothing in these Terms prevents you from bringing a claim before a court or consumer dispute-resolution body where you have that right under mandatory law.

25. Contact

- Provider / Legal Contact: Dzhamanbaev Maksim
- Official address: Rua Dr. Paolo Pombo 82, 5.3, 4250-363 Porto, Portugal
- Support email: support@punklex.app
- Privacy email: support@punklex.app