Terms of Service (TOS) for MyStudyguide

As of: October 15, 2026

1. Scope and Contracting Parties

1.1 Operator and Definitions

MyStudyguide is a web app platform operated by Felix Kazda (hereinafter referred to as "MyStudyguide"). Users of the platform are hereinafter referred to as "Users."

Contact: support@mystudyguide.app.

1.2 Scope

These Terms of Service apply to the entire use of the MyStudyguide platform, both in the free version and when using paid plans.

1.3 Contractual Relationship and Processing via Paddle

These Terms of Service govern the relationship between MyStudyguide and the User regarding the use of the platform and its features.

The subscription of paid plans is processed through the payment service provider Paddle, which acts as the seller and contracting party for the User in this context (Merchant of Record). All terms and conditions regarding purchase, billing, withdrawal, and refund are exclusively subject to Paddle's provisions, which are displayed during the payment process (see also Section Payments, Withdrawal, and Refunds).

2. Subject Matter and Scope of Use

2.1 Subject Matter

MyStudyguide provides a study app as a technical platform. MyStudyguide is not a content provider but solely provides the technical infrastructure.

2.2 No Guaranteed Learning/Study Success

The subject of use is solely the provision and usability of the app. No specific learning/study success is promised or owed. No warranty is provided for the accuracy, completeness, or timeliness of the learning content provided or generated through the platform.

2.3 Availability

MyStudyguide strives for the most continuous availability of the platform but does not guarantee any specific availability. Maintenance work, technical disruptions, or further developments may lead to temporary restrictions or interruptions. Additional regulations for the free version and the early access phase are contained in Section Trial Use, Free Use, and Early Access.

3. Use of AI

3.1 Functionality and Possible Errors

MyStudyguide is based on AI technology. The User understands and accepts that this may result in erroneous, incomplete, or misleading outputs (e.g., "hallucinations"). The generated content does not replace professional advice or human expert review. MyStudyguide does not check the AI outputs on a case-by-case basis. By using the platform, the User agrees to this functionality.

3.2 Labeling and Transparency

AI-supported outputs are labeled as such in the app. Further information on the use of AI on MyStudyguide is provided by MyStudyguide at https://www.mystudyguide.app/notice/ai

4. Access, Registration, and User Account

4.1 Registration and Information

Registration is required to use the platform. The User is obligated to provide the required information truthfully and keep it up to date.

4.2 One Account per Person

Only one user account is permitted per person. Creating multiple accounts, particularly to bypass usage limits of the free version, is not allowed and is considered a violation under Section Measures in Case of Violations.

4.3 No transfer of account

The account is non-transferable.

4.4 Login Credentials

The User must treat their Login Credentials confidentially and protect it from access by third parties.

4.5 Use Only by Adults

MyStudyguide is an adult education offering and is exclusively intended for individuals who have reached the age of majority. Use of the platform requires that the User has completed their 18th year of life and is fully legally competent. Use by minors is not permitted.

By registering and with each use, the User confirms that they are of legal age. If MyStudyguide becomes aware that a User has not completed their 18th year, MyStudyguide is entitled to immediately block and delete the account in question.

5. Usage Rights

5.1 Free Version ("Free Tier" / "Trial Version")

For the free version, MyStudyguide grants the User a simple, non-transferable, content-wise and time-wise limited, and revocable right to use the platform within the intended scope.

5.2 Paid Version

For paid plans, MyStudyguide grants the User, for the duration of the respective plan, a non-exclusive, personal, non-transferable, and non-sublicensable right to use the platform within the scope of the granted usage quota. Revocation of this right is only permitted with cause, particularly in the event of violations under Section User Obligations, within the framework of Section Measures in Case of Violations.

5.3 Rights to Uploaded Content

The User retains all rights to the content they upload. They grant MyStudyguide a non-exclusive, purpose-limited right to store, process, and—where necessary for the provision of services—pass on this content to service providers used. No further use beyond this will take place.

5.4 Rights to AI-Generated Outputs

To the extent that the AI provider used grants the User rights to the outputs generated based on their inputs, MyStudyguide passes these rights on to the User. MyStudyguide does not claim any ownership of the outputs generated for the User. The User

acknowledges that identical or similar outputs may also be provided to other Users, and AI outputs are therefore not exclusive.

6. Trial Use, Free Use, and Early Access

6.1 Free Use Without Legal Claim

MyStudyguide may provide a free version or a free trial period. This offer does not create any legal claim for the User, in particular no claim to (continued) use of the platform. MyStudyguide may terminate, block, restrict, or discontinue free use at any time without giving reasons.

6.2 Early Access

The User is informed that, particularly during the Early Access phase, frequent technically related disruptions and interruptions may occur. If the User uses the free version, no legal claim arises from this, in particular no claim for damages; otherwise, Section Liability applies. The User acknowledges that this is an early Early Access version and that individual or all features may change or be removed in later versions.

7. User Obligations

7.1 Fair Use

The user agrees to engage with the platform, its resources, and other users in a manner consistent with fair use principles.

7.2 Responsibility for Uploaded Content

The User bears sole responsibility for the content they upload. By uploading, they confirm that they have the necessary rights to the content and that no third-party rights are violated.

7.3 Usage Limitation

Use is only permitted within the scope of the concluded contract or the assigned user group and for individual learning/study purposes.

7.4 Prohibited Content and Actions

The following are prohibited in particular:

- Uploading content that violates applicable law or is intended for illegal, terrorist, or harmful purposes;

- Using content that violates these Terms of Service or the terms of Mistral AI, (https://legal.mistral.ai/terms/commercial-terms-of-service/);

- Automated access to MyStudyguide, such as automated retrieval and collection of data (so-called "web scraping"), mass uploads (e.g. by bots), or automated querying of AI outputs for purposes other than individual learning/study;

- Using the app with automated input tools (e.g. AI bots)

- Attempts at reverse engineering;

- Bypassing technical protection measures;

- Other abusive uses that go beyond normal, expected use (Fair Use).

7.5 Reporting Obligation for Violations

If the User finds that AI-generated content or content created or shared by other Users violates these Terms of Service, this must be reported via the integrated reporting feature or by email to support@mystudyguide.app.

8. Measures in Case of Violations

8.1 Minor Violation

For minor violations (e.g., unintentional upload of inappropriate content), at least a written warning will be issued before further measures are taken.

8.2 Serious Violation

For serious or repeated violations—particularly copyright infringements, technical attacks (e.g., DoS, scraping, reverse engineering), spam, or systematic misuse, as well as attempts to access other Users' data—the account may be immediately quarantined or blocked.

8.3 Further Legal Remedies

A block or quarantine is not the only possible measure: The assertion of other legal remedies remains unaffected.

8.4 Case-by-Case Review and Restoration

A blocked account may be reviewed on a case-by-case basis if the User submits a written request to support@mystudyguide.app within one year of the block.

9. Liability

9.1 Slight Negligence

Liability for property and financial damages based on slight negligence is excluded, insofar as this is legally permissible.

9.2 Content Accuracy

MyStudyguide does not assume any liability for the accuracy, completeness, or suitability of AI-generated outputs (see Section Use of AI) or for damages resulting from use contrary to these Terms of Service.

10. Data Privacy

Information on the processing of personal data is contained in MyStudyguide's Privacy Policy, available at https://www.mystudyguide.app/data-privacy.

11. Payments, Withdrawal, and Refunds

The purchase of paid plans and all related conditions—particularly regarding prices, billing, contract duration, termination of the paid plan, withdrawal, and refund—are processed through Paddle and are exclusively subject to the conditions displayed by Paddle during the payment process.

The consumer has the right to withdraw from this contract within **14 days without giving any reason**, for details see: https://www.mystudyguide.app/refunds

12. Changes to These Terms of Service

12.1 Changes

MyStudyguide may change these Terms of Service with effect for the future, particularly in the event of further development of the platform, changes in the legal situation, or changes in technical or organizational frameworks.

12.2 Information

Users will be informed of intended changes in a timely manner before they come into effect (e.g., by email or notice in the app). The notification will include information on the right to object and the consequences of failing to object.

12.3 User Objection

If the User does not object within six weeks of receiving the notification, the amended Terms of Service will be deemed accepted. If the User objects in due time, the previous Terms of Service will continue to apply; in this case, MyStudyguide is entitled to terminate the usage relationship at the time the change is scheduled to take effect with reasonable notice. Periods already paid for via Paddle remain unaffected; any refunds are governed by Section Payments, Withdrawal, and Refunds.

13. Transfer and Assignment

MyStudyguide is entitled to transfer rights and obligations from the usage relationship in whole or in part to a third party, particularly in the context of a sale or restructuring of the platform. MyStudyguide will inform the User of this in a timely manner. Any processing of personal data associated with the transfer will only take place on a permissible legal basis for data protection.

14. Final Provisions

14.1 Applicable Law and Jurisdiction

Austrian law applies, excluding the conflict of laws rules of international private law and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Vienna, unless mandatory legal provisions state otherwise.

14.2 Severability Clause

If any provision of these Terms of Service is or becomes invalid, the validity of the remaining provisions remains unaffected. In place of the invalid provision, a regulation that comes as close as possible to the economic purpose of the invalid provision will apply.