

Terms and Conditions

Last updated: May 1, 2026

These Terms and Conditions ("Terms") apply to the use of the Punch Cards mobile application, website, and related services available at **punch-card-app.com** (together, the "Service").

The Service is operated by **TopSoft UG**, Johann-Landefeldt 109, 14089 Berlin, Germany ("Punch Cards", "we", "us", or "our").

By creating an account, accessing the website, downloading the app, or using the Service, you agree to these Terms. If you do not agree to these Terms, you must not use the Service.

1. What Punch Cards does

Punch Cards provides a digital punch card and stamp card system for service providers and their customers.

The Service allows service providers, such as teachers, tutors, coaches, trainers, consultants, or similar businesses, to create and manage digital cards that track prepaid lessons, meetings, sessions, or similar services.

Customers may use the Service to view and track their remaining lessons, meetings, sessions, or other units recorded by their service provider.

Punch Cards is a software platform only. We do not provide the actual lessons, meetings, sessions, or services recorded in the app.

2. Parties and user roles

The Service may be used by:

1. **Service Providers:** businesses or professionals who use Punch Cards to manage punch cards for their customers.
2. **Customers:** individuals who use Punch Cards to view or track punch cards created by a Service Provider.

Service Provider accounts are intended for businesses, professionals, and other users acting in a commercial or professional capacity.

Customer accounts are intended for people who receive services from a Service Provider and want to track their punch card balance.

3. No contract for lessons or services with Punch Cards

Punch Cards does not sell, provide, arrange, supervise, or guarantee any lesson, meeting, session, appointment, consultation, or other service offered by a Service Provider.

Any contract for lessons, meetings, sessions, appointments, or other services is made directly between the Service Provider and the Customer.

We are not responsible for:

- whether a lesson, meeting, session, or appointment actually takes place;
- the quality, timing, cancellation, price, refund, or delivery of a Service Provider's services;
- disagreements between Service Providers and Customers;
- whether a punch, stamp, session count, or card balance is correct.

The Service Provider is fully responsible for managing its own customer relationships, services, pricing, cancellations, refunds, disputes, and records.

4. Punch card records and disputes

Punch Cards is a tracking tool. It does not independently verify whether a session happened or whether a punch, stamp, deduction, or balance is correct.

Service Providers are responsible for adding, editing, deducting, and maintaining punch card records correctly.

If there is a dispute between a Service Provider and a Customer about the number of remaining sessions, whether a session took place, or whether a punch card balance is correct, the matter must be resolved directly between the Service Provider and the Customer.

Punch Cards does not decide such disputes and is not responsible for any incorrect or disputed records created by a Service Provider.

5. Accounts

To use certain parts of the Service, users may need to create an account.

You agree to provide accurate, complete, and current information when creating or using an account. You are responsible for keeping your login details secure and for all activity that takes place under your account.

You must notify us immediately if you believe your account has been accessed without permission.

6. Business information, customer data, and logos

Service Providers may add business information, customer names, business logos, and related punch card information to the Service.

Service Providers are responsible for ensuring that they have the necessary rights, permissions, and legal basis to enter, upload, store, and process such information in the Service.

Service Providers must not upload or enter content that is unlawful, misleading, abusive, discriminatory, defamatory, infringing, or otherwise inappropriate.

Service Providers are responsible for the accuracy of the information they enter into the Service.

7. Children and minors

Business accounts may only be created and used by individuals who are at least 18 years old and legally able to enter into binding agreements.

Customers under the age of 18 may use the customer side of the Service only with permission from a parent or legal guardian.

If a Service Provider uses Punch Cards to track lessons, meetings, or sessions involving minors, the Service Provider is responsible for ensuring that it has all required permissions from the minor's parent or legal guardian and that it complies with all applicable laws.

8. Subscriptions and paid plans

Punch Cards may offer free and paid subscription plans for Service Providers.

Customers do not pay Punch Cards for access to punch cards created by their Service Provider, unless we clearly state otherwise in the future.

Subscription prices, features, billing periods, and plan limits are shown in the app before purchase.

Paid subscriptions are billed through Apple App Store or Google Play, depending on the platform used for the purchase. Your purchase and subscription billing may also be subject to Apple's or Google's own terms, policies, and payment rules.

9. Renewals and cancellation

Paid subscriptions renew automatically unless cancelled before the end of the current billing period through the relevant app store account settings.

If a Service Provider cancels a subscription, the paid features remain available until the end of the current paid billing period, unless the app store or applicable law provides otherwise.

After the billing period ends, access may be limited, downgraded to a free plan, or disabled depending on the available plan and product settings.

Deleting the app does not necessarily cancel a subscription. Subscriptions must be cancelled through the Apple App Store or Google Play subscription settings.

10. Refunds

For the first paid subscription payment, Service Providers may request a refund within 14 days of the first payment, where legally and technically possible.

Renewal payments are non-refundable, unless required by applicable law or the relevant app store policy.

Because payments are handled through Apple App Store or Google Play, refund requests may need to be submitted through Apple or Google. The final refund process and eligibility may depend on the rules of the relevant app store and applicable law.

Nothing in these Terms limits any mandatory consumer rights that cannot legally be excluded.

11. Free plan

Punch Cards may offer a free plan with limited features, usage limits, or other restrictions.

We may change the features, limits, or availability of the free plan at any time, provided that such changes do not affect any mandatory rights you may have under applicable law.

12. Acceptable use

You agree not to use the Service to:

- break any law or regulation;
- infringe the rights of others;
- upload or share illegal, harmful, abusive, discriminatory, defamatory, or misleading content;
- interfere with the operation, security, or integrity of the Service;
- attempt to access accounts, data, or systems without permission;
- copy, modify, resell, lease, sublicense, or commercially exploit the Service except as allowed by these Terms;
- use the Service to store highly sensitive personal data unless you have a valid legal basis and our Service is appropriate for that purpose;
- misuse the Service in a way that harms Punch Cards, other users, Service Providers, Customers, or third parties.

13. Suspension and termination

We may suspend, restrict, or terminate access to the Service if:

- you breach these Terms;
- payment for a paid subscription fails;
- you misuse the Service;
- we are required to do so by law;
- continued access could create legal, security, reputational, or technical risk;
- your use of the Service harms us, other users, or third parties.

Where reasonable, we will try to notify you before suspending or terminating your account. However, we may act immediately if necessary to protect the Service, users, third parties, or our legal interests.

You may stop using the Service at any time.

14. Availability and changes to the Service

We aim to provide a reliable Service, but we do not guarantee that the Service will always be available, uninterrupted, error-free, or secure.

We may update, improve, modify, suspend, or discontinue parts of the Service from time to time.

We are not responsible for temporary interruptions, maintenance, technical issues, app store issues, third-party service failures, or events outside our reasonable control.

15. Intellectual property

The Service, including its software, design, text, graphics, branding, features, and functionality, is owned by Punch Cards or its licensors and is protected by intellectual property laws.

You may use the Service only as allowed by these Terms.

You retain ownership of content you upload or enter into the Service, such as business information, logos, and customer names. You grant us a limited right to use such content only as necessary to provide, operate, secure, and improve the Service.

You confirm that you have the necessary rights to upload and use any content you add to the Service.

16. Third-party services

The Service may depend on third-party platforms and services, including Apple App Store, Google Play, hosting providers, analytics tools, and other technical service providers.

We are not responsible for third-party platforms, services, websites, app stores, or their terms and policies.

Your use of third-party services may be subject to separate terms and conditions from those providers.

17. Privacy

Our processing of personal data is described in our Privacy Policy.

Service Providers are responsible for ensuring that they have the necessary legal basis and permissions to enter Customer data into the Service.

Where required by applicable data protection law, Service Providers may need to provide their own privacy notice to their Customers.

18. No professional advice

Punch Cards is a software tool. It does not provide legal, tax, accounting, business, educational, medical, fitness, or other professional advice.

Service Providers are responsible for their own business operations and for complying with all laws and professional rules that apply to their services.

19. Limitation of liability

To the maximum extent permitted by applicable law, Punch Cards is not liable for:

- disputes between Service Providers and Customers;
- incorrect punch card balances or records entered by users;
- missed, cancelled, poor-quality, or undelivered lessons, meetings, sessions, or services;
- loss of profits, revenue, business, goodwill, data, or anticipated savings;
- indirect, incidental, special, consequential, or punitive damages;
- interruptions, errors, delays, or unavailability of the Service;
- third-party services, app stores, or payment systems.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is not allowed by law, including liability for intent, gross negligence, injury to life, body, or health, or mandatory statutory liability.

20. Indemnity

If you use the Service as a Service Provider, you agree to indemnify and hold Punch Cards harmless from claims, damages, losses, liabilities, costs, and expenses arising from:

- your services to Customers;
- your relationship or disputes with Customers;
- your content or data entered into the Service;
- your breach of these Terms;
- your violation of applicable law or third-party rights.

This applies to the extent permitted by applicable law.

21. Changes to these Terms

We may update these Terms from time to time.

If we make material changes, we will take reasonable steps to notify users, for example through the app, website, or email.

The updated Terms apply from the date stated in the updated version. If you continue using the Service after the updated Terms take effect, you accept the updated Terms.

If you do not agree to the updated Terms, you must stop using the Service and, if applicable, cancel your subscription.

22. Governing law and jurisdiction

These Terms are governed by the laws of Germany, excluding conflict-of-law rules.

If you are a consumer and live outside Germany, you may also benefit from mandatory consumer protection laws of your country of residence.

For business users, the courts of Berlin, Germany, shall have jurisdiction to the extent legally permitted.

23. Contact

For questions about these Terms or the Service, contact us at:

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Johann-Landefeldt 109
14089 Berlin
Germany

Email: support@punch-card-app.com

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