# Terms of Service

**Last updated:** 9 November 2026

**Provider:** Philipp Seßler, Munich, Germany
**Contact:** support@factcatcher.app
**Full provider details:** In the imprint at factcatcher.app/en/imprint and in the app under Settings → Legal → Imprint

## 1. Scope

These terms govern your use of the **Factcatcher** application (“the app”) and the related services provided by us.

## 2. Minimum age

1. Using the app requires a minimum age of **16 years**.
2. If you are 16 or 17 years old, you need the consent of a parent or legal guardian.

## 3. Description of the service

1. The app helps you discover podcast-related content and learn from flashcards. Flashcards are generated in whole or in part automatically.
2. **Free of charge and without a user account**, you can discover podcasts and episodes and learn from flashcards that are already available.
3. Features marked in the app as a **preview, test or beta** are not part of the service we owe. We may make them available gradually, to individual groups of users or for a limited time, and may change or discontinue them at any time.
4. Features may differ depending on version, device or region.
5. We reserve the right to finance the app in whole or in part through **advertising** in the future. Advertising will be identified as such where required.

## 4. Conclusion of contract and user relationship

1. By downloading and using the app, a user relationship is established between you and us on the basis of these terms.
2. The terms of the respective app store through which you obtain the app apply in addition.
3. **If you use the iOS app:** Where you obtain the app through the Apple App Store, the **Apple “Licensed Application End User License Agreement”** (Apple standard EULA) applies alongside these terms. As the more specific terms governing the relationship between you and us, these terms take precedence over it; the standard EULA applies in addition. Mandatory rights remain unaffected.

## 5. Your obligations and the content you contribute

1. You may use the app only within the framework of applicable law and these terms.
2. In particular, you undertake
    - not to contribute or share content for which you do not hold the necessary rights,
    - not to distribute unlawful, insulting, discriminatory, pornographic or otherwise impermissible content,
    - not to circumvent security mechanisms, not to decompile or reverse-engineer the app, and not to extract data from the app by improper automated means, except where mandatory law permits this.
3. You are responsible for the content you contribute to the app – such as texts or references to third-party content. You ensure that you hold the rights required to do so.
4. You permit us to process and store this content for the purpose of providing you with the services covered by these terms.

## 6. Availability and updates

1. We endeavour to keep the app and the associated services highly available. We do not owe uninterrupted availability.
2. The app relies on services provided by third parties. Disruptions, maintenance or outages affecting those services may lead to temporary limitations.
3. We provide the updates necessary to maintain conformity, including security updates, and inform you about them. Your statutory rights in this respect remain unaffected.
4. Changes going beyond this are governed by Section 13.

## 7. Third-party content and automatically generated content

1. **Third-party content:** Content in the app may originate from independent third parties. We are not its author and generally have no influence on its creation.
2. **Automatically generated content:** Flashcards are generated automatically, without prior editorial review. They may be inaccurate, incomplete or misleading. Please verify important information yourself.
3. **No endorsement:** Making third-party content, and content generated from it, available does not constitute an endorsement or recommendation by us.
4. **Educational purposes only:** The content serves educational and informational purposes. It does not replace professional advice, in particular medical, legal or financial advice.

## 8. Reporting unlawful content

1. We do not generally review automatically generated content in advance. There is no general obligation to monitor.

2. If you consider content to be unlawful or infringing, please report it to us at **support@factcatcher.app**. It helps to state the content concerned, the nature of the infringement and your contact details.
3. We confirm receipt of your report, review it promptly and diligently, and inform you of our decision. We may remove or block the content concerned.
4. You may object to our decision at the same address; we will then review the case again.

## 9. No payment obligation

Using the app does not create a payment obligation. A paid service comes about only if you expressly select and confirm it.

## 10. Warranty and liability

1. Your statutory rights in the event of defects apply.
2. We are liable without limitation for intent and gross negligence, and for injury to life, body or health.
3. In cases of ordinary negligence, we are liable only for the breach of material contractual obligations, that is, obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance you may regularly rely. In such cases, liability is limited to the foreseeable damage typical of this type of contract.
4. Liability under the German Product Liability Act and for expressly assumed guarantees remains unaffected.

## 11. Data protection

How we process personal data is set out in our privacy policy at factcatcher.app/en/privacy. The app links to it under Settings → Legal → Privacy.

## 12. Term and termination

1. You can end your use at any time by uninstalling the app.
2. We may terminate the user relationship ordinarily with 30 days’ notice. We give notice of the termination as a general notice in the app or with an app update; the notice period starts with this notice.
3. We may discontinue the app and the associated services. We will announce the discontinuation at least three months in advance; paragraph 2 sentence 2 applies accordingly.

## 13. Changes to the services and to these terms

1. We may change the app and the services beyond what is necessary to maintain conformity where one of the following reasons applies:
    - a change in the law or in the case law of the highest courts,

- changed technical conditions, in particular changes to operating systems, to interfaces or to requirements of the store operators, as well as the discontinuation, replacement or version change of third-party services we use, for example to generate content or to produce transcripts,
- fixing security vulnerabilities or preventing misuse,
- the discontinuation, a significant increase in the cost, or changed conditions of third-party inputs, where continuing unchanged is therefore unreasonable for us.

2. Such a change involves no additional cost for you.
3. We inform you clearly and comprehensibly about the change. If it impairs your access to the app or its usability more than only marginally, we will inform you in advance, within a

reasonable period, about the features and the timing of the change and about your right to terminate. You receive this information as a general notice in the app or with an app update.

4. In that case you may terminate the user relationship free of charge within 30 days of receiving the information or from the time of the change, whichever is later.
5. There is no right of termination where the impairment is only immaterial or where we continue to make the unchanged version available to you at no additional cost.
6. We may amend these terms where this is necessary for one of the reasons set out in paragraph 1. Paragraphs 2 to 5 apply accordingly. We inform you about amendments in the app; the amended terms apply once you accept them.

## 14. Dispute resolution

We do not participate in dispute resolution proceedings before a consumer arbitration board. If you have questions or problems, just write to us at **support@factcatcher.app** and we will try to find a solution.

## 15. Final provisions

1. German law applies. Mandatory consumer protection provisions of the country in which you have your habitual residence remain unaffected.
2. Text form, such as an email, is sufficient for declarations under these terms.
3. We may transfer our rights and obligations arising from the user relationship to a third party, in particular in connection with a reorganisation or a transfer of the business. We will notify you of the transfer in advance. In that case you may terminate the user relationship free of charge within 30 days of receiving the notification.
4. If a provision of these terms is invalid, the validity of the remaining provisions remains unaffected. The statutory provisions apply in place of the invalid provision.