

REKALL TERMS OF SERVICE

1. Introduction

Rekall is a minimalist, distraction-free flashcard web application that helps you learn and remember things. By accessing or using the Rekall service (“Service”), you agree to be bound by these Terms of Service (“Terms”). If you do not agree with these Terms, you must not use the Service.

The Service is operated by Vojtěch Habeš, a self-employed individual registered in the Czech Republic, IČ: 23492082, with a registered office at Fibichova 1272, 271 01 Nové Strašecí (“Us” or “We”).

These Terms are effective as of 3. 9. 2025 (“Effective Date”).

2. Eligibility

The Service is intended for users who are at least 13 years of age. If you are under 13, you may not use the Service. By using the Service, you represent and warrant that you are at least 13 years old.

3. Account registration and security

To access certain features of the Service, you may need to create an account. You agree to provide accurate, current, and complete information during the registration process and to keep your account information up to date.

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. If you suspect any unauthorized access or misuse of your account, you must notify Us immediately.

If you wish to delete your account, please contact Us directly using the contact information provided in Section 12.

4. Description of the service

4.1 Service overview

Rekall is a minimalist, distraction-free flashcard app designed to help you learn and remember information. The Service allows you to create and manage flashcards, organize them into folders and custom sets, and utilize features such as an AI-powered search, a rich text editor, and a specialized sorting mode.

4.2 Third-party dependencies & uptime

The Service relies on third-party services for its functionality. All payments and billing are processed by Stripe. The AI-powered quick answer in the search functionality is provided by the Google Gemini API. We are not responsible for the uptime or services of these third parties.

4.3 Limitations & fair-use guidelines

The Service is intended for personal, non-commercial use. While there are no explicit limits on the number of flashcards you can create, you agree not to use the Service in a way that places an unreasonable burden on our systems or negatively impacts the experience of other users. This includes, but is not limited to, using automated scripts to create content, attempting to exploit the AI search for excessive or non-flashcard-related queries, or storing an excessive amount of data beyond what is typical for personal use.

5. Usage restrictions

When using the Service, you agree not to:

- **Engage in unlawful or immoral activities:** Use the Service for any purpose that violates applicable law or regulation, including fraud, money-laundering, or facilitating criminal activity.
- **Send spam or unsolicited messages:** Transmit spam, bulk messages, chain letters, or any unsolicited communications through the Service.
- **Reverse engineer or scrape:** Decompile, disassemble, reverse engineer, or otherwise attempt to derive source code, APIs, or underlying structure of the Service beyond what is publicly documented.
- **Impersonate any person or entity:** Pretend to be another individual, company, or service in a way that misleads others or violates another's rights.
- **Overload or attack the system:** Conduct denial-of-service attacks, flooding, or any activity that disrupts or degrades the performance.

- **Exploit bugs or security vulnerabilities:** Intentionally abuse or work around known or suspected bugs, vulnerabilities, or limitations.

Violation of any of these restrictions may result in immediate suspension or termination of your account, at our sole discretion.

6. Payments and subscriptions

6.1 Trial Period

When you sign up, you automatically get a 14-day free trial (“Trial”), which begins once your account is created. After the Trial ends, you will be prompted to pay for the Service to continue using it. You will not be able to use the Service otherwise.

6.2 Plans & Pricing

Our current subscription plans and pricing are detailed on our official pricing page <https://getrekall.com/#pricing>. "Lifetime access" refers to your ability to access the Service for as long as it is commercially available and supported by Us. It does not refer to the user's lifetime.

6.3 Billing

All billing is processed via Stripe. Subscriptions renew automatically at the end of each billing cycle unless you cancel beforehand. You are responsible for maintaining accurate payment information. Failed payments may result in the suspension or termination of your access.

6.4 Cancellations & Refunds

You may cancel your subscription at any time from your dashboard on our Service. No refunds or credits are provided for partial periods or unused Service time. Cancellation takes effect at the end of the current billing period; you will not be charged thereafter.

6.5 Price Changes

We reserve the right to change pricing or billing policies at any time. We will provide notice of any material price increases via email or in-app notification at least 30 days before they take effect.

7. Intellectual Property

All software, code, designs, graphics, trademarks, logos, and other materials used to provide the Service are and will remain the exclusive property of Vojtěch Habeš or its licensors. No ownership rights are transferred to you under these Terms.

You retain all ownership rights in the content you create or store through our Service (“Your Content”). By using the Service, you grant Us a limited, non-exclusive, royalty-free, worldwide license to access, retrieve, and display Your Content solely for the purpose of providing, maintaining, troubleshooting, and developing the Service for you.

If you provide suggestions or feedback regarding the Service (“Feedback”), you grant Us a perpetual, irrevocable, worldwide, royalty-free, fully transferable license to use and incorporate such Feedback into the Service or other products without restriction or compensation to you.

8. Termination

We may suspend or terminate your account, access to the Service, or this Agreement at any time and for any reason, including but not limited to:

- Your breach of these Terms.
- Fraudulent, immoral, or illegal activity.
- Non-payment of fees.
- Engage in actions that are detrimental to the Service or its other users, as determined in our reasonable discretion.

Termination takes effect immediately upon notice to you (which may be by email or in-app notification).

Upon termination, your access to the Service and Your Content will be disabled. We will provide you with a reasonable opportunity to export Your Content upon request before its permanent deletion.

9. Disclaimers

The Service is provided “as is” and “as available”, without warranties of any kind, express or implied. You use the Service at your own risk. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to merchantability, fitness for a particular purpose, availability, security, and non-infringement.

We make no guarantees regarding the uninterrupted, error-free, or secure operation of the Service or any aspect of it. We are not responsible for any loss of data, business interruption, or other damages that may result from your use of the Service. Our liability is limited to the maximum extent permitted by applicable law, and in no event will we be liable for any indirect, incidental, special, or consequential damages.

We reserve the right to discontinue the Service at any time. In such an event, we will provide notice to all users at least 30 days in advance. All active subscriptions will be automatically canceled, and no further charges will be made. One-time payments for lifetime access are non-refundable.

By agreeing to these Terms, you acknowledge that no oral or written advice given by us or our representatives will create any warranty or liability not expressly stated here. Our total liability to you for any claims arising out of or relating to the Service is limited to the amount you paid us in the 12 months preceding the event giving rise to the claim.

10. Changes to the terms

We reserve the right to update or modify these Terms of Service at any time. When we make material changes, we will notify you by email or through the Service prior to the changes taking effect. Your continued use of Service after such notification constitutes your acceptance of the updated Terms.

It is your responsibility to review the Terms periodically to stay informed of any changes. If you do not agree to the updated Terms, you must stop using the Service and cancel your account.

11. Governing law

These Terms of Service and your use of the Service are governed by and construed in accordance with the laws of the Czech Republic, without regard to its conflict of law principles.

12. Contact

If you have any questions, concerns, or requests regarding these Terms or the Service, please contact us at:

Email: vojtech.habes@gmail.com

We aim to respond to all inquiries promptly.