

Terms and Conditions

Effective Date: April 15, 2026 | Last Updated: April 15, 2026

1. Introduction and Acceptance

Welcome to **MyStudent** (the "App", "Service", "Platform"), a mobile application operated by MyStudent ("we", "us", "our", "Company"). MyStudent is a grade tracking and academic management tool designed for students in Luxembourg.

By creating an account, accessing, or using MyStudent, you ("User", "you", "your") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you must not use the Service. These Terms constitute a legally binding agreement between you and MyStudent.

We reserve the right to modify these Terms at any time. Changes will be communicated via the App or email. Your continued use of the Service after such modifications constitutes acceptance of the updated Terms. We recommend reviewing these Terms periodically.

2. Eligibility

To use MyStudent, you must be at least 16 years of age or have obtained verifiable parental or guardian consent. By using the Service, you represent and warrant that you meet this requirement. If you are under 16, a parent or legal guardian must accept these Terms on your behalf and supervise your use of the Service. We reserve the right to request proof of age or parental consent at any time.

3. Account Registration and Security

To access MyStudent, you must create an account by providing a valid email address, your first name, last name, and a password of at least 8 characters. You must verify your email address before gaining full access to the Service.

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. We shall not be liable for any loss arising from your failure to protect your account credentials.

We reserve the right to suspend, disable, or delete your account at our sole discretion, with or without notice, for any reason, including but not limited to: violation of these Terms, suspected fraudulent activity, extended periods of inactivity, or for operational reasons.

4. Service Description

MyStudent provides the following core functionalities:

- Grade and exam tracking across subjects, terms, and academic years
- Weighted average calculations based on the Luxembourg curriculum and coefficient system
- Academic year and term management with trimester/semester organization
- Subject management with coefficient-based weighting
- Account management including password changes and account deletion

We reserve the right to modify, suspend, or discontinue any part of the Service at any time, temporarily or permanently, with or without notice. We may also introduce new features, premium services, or third-party

integrations at our discretion. We shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Service.

5. User Content and Data

5.1 Your Content

You retain ownership of the academic data, grades, and other content you submit to MyStudent ("User Content"). However, by submitting User Content, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, process, adapt, modify, publish, transmit, display, and distribute your User Content in connection with operating, developing, providing, promoting, and improving the Service and researching and developing new ones.

This license includes the right to use your User Content in anonymized and/or aggregated form for analytics, research, statistical analysis, machine learning, product development, benchmarking, educational research, and any other lawful purpose, even after your account is terminated. Such anonymized data shall not be considered personal data under applicable law.

5.2 Data Processing

You acknowledge and agree that we may process your data (including personal data) as described in our Privacy Policy. To the maximum extent permitted under the General Data Protection Regulation (EU) 2016/679 ('GDPR') and the Luxembourg Law of 1 August 2018 on the organisation of the Commission nationale pour la protection des données (CNPDP), we may process your data for the following purposes:

- Providing, maintaining, and improving the Service
- Personalizing your experience and providing tailored content or recommendations
- Conducting analytics, research, and statistical analysis on usage patterns
- Developing new products, services, features, and functionalities
- Communicating with you about the Service, including updates, security alerts, and support messages
- Sending promotional communications about MyStudent products and services (with your consent where required)
- Ensuring compliance with legal obligations and enforcing our Terms
- Protecting the rights, property, and safety of MyStudent, our users, and the public
- Creating anonymized and aggregated datasets for internal and external research purposes

6. Intellectual Property

All intellectual property rights in the Service, including but not limited to the App's design, code, graphics, logos, trademarks, text, features, algorithms, and underlying technology, are owned by or licensed to MyStudent. Nothing in these Terms grants you any right, title, or interest in the Service except for the limited right to use the Service in accordance with these Terms.

Any feedback, suggestions, ideas, or improvements you provide regarding the Service shall become the exclusive property of MyStudent. You hereby irrevocably assign to us all rights in such feedback without any obligation of compensation or attribution.

7. Prohibited Conduct

You agree not to:

- Use the Service for any unlawful purpose or in violation of any applicable law or regulation
- Attempt to gain unauthorized access to any part of the Service, other users' accounts, or our systems

- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the App
- Use automated means (bots, scrapers, crawlers) to access or interact with the Service
- Interfere with or disrupt the integrity or performance of the Service
- Circumvent any technical measures we use to enforce these Terms
- Use the Service to transmit any malicious code, viruses, or harmful content
- Impersonate any person or entity or misrepresent your affiliation
- Use the Service in any manner that could damage, disable, or impair the Service
- Sell, resell, license, or commercially exploit access to the Service

8. Premium Services and Payments

MyStudent may offer premium features or subscription plans ('Premium Services') in the future. Any Premium Services will be subject to additional terms and pricing communicated at the time of purchase. We reserve the right to change pricing, features, or availability of Premium Services at any time.

Payments for Premium Services will be processed through Apple's App Store or other authorized payment platforms. Refund policies will be governed by the applicable platform's terms. We reserve the right to revoke Premium access in case of payment failure, fraud, or violation of these Terms.

9. Third-Party Services

The Service relies on third-party infrastructure providers, including but not limited to Google Firebase (for authentication, database, storage, analytics, and hosting). Your use of the Service is also subject to the terms and privacy policies of these third-party providers.

We may integrate additional third-party services, tools, or APIs in the future. We are not responsible for the content, privacy practices, or availability of any third-party services. Your interactions with third-party services are governed by their respective terms.

10. Disclaimers and Limitation of Liability

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.

We do not warrant that the Service will be uninterrupted, error-free, secure, or free of viruses or harmful components. We make no representations regarding the accuracy or completeness of grade calculations, averages, or any other computations performed by the Service. **You are solely responsible for verifying the accuracy of your academic data and grades.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MYSTUDENT, ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PROFITS, LOSS OF ACADEMIC OPPORTUNITIES, OR ANY OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR USE OF OR INABILITY TO USE THE SERVICE; (II) ANY UNAUTHORIZED ACCESS TO YOUR DATA; (III) ANY INTERRUPTION OR CESSATION OF THE SERVICE; (IV) ANY ERRORS OR INACCURACIES IN THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR FIFTY EUROS (EUR 50), WHICHEVER IS GREATER.

11. Indemnification

You agree to indemnify, defend, and hold harmless MyStudent, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) your use of the Service; (b) your violation of these Terms; (c) your violation of any rights of a third party; or (d) your User Content.

12. Termination

You may terminate your account at any time through the App's settings by using the account deletion feature. Upon deletion, we will remove your personal data and account information from our active systems, subject to our data retention obligations under applicable law.

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason, including breach of these Terms. Upon termination, your right to use the Service ceases immediately.

The following sections shall survive termination: Section 5 (User Content and Data, including the license grant for anonymized data), Section 6 (Intellectual Property), Section 10 (Disclaimers and Limitation of Liability), Section 11 (Indemnification), Section 13 (Governing Law), and any other provisions that by their nature should survive.

13. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg, without regard to its conflict of law provisions. The GDPR and the Luxembourg Law of 1 August 2018 shall apply to all matters of data protection.

Any disputes arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of Luxembourg City, Grand Duchy of Luxembourg. Notwithstanding the foregoing, we reserve the right to seek injunctive or other equitable relief in any court of competent jurisdiction.

14. Service Availability and Maintenance

We may, at our sole discretion, enable maintenance mode which temporarily restricts access to the Service. We shall make reasonable efforts to notify users in advance of scheduled maintenance, but we are not obligated to do so. We shall not be liable for any damages resulting from Service unavailability.

15. Communications

By creating an account, you consent to receive electronic communications from us, including but not limited to: email verification messages, password reset emails, service announcements, administrative messages, security alerts, and promotional communications about MyStudent. You may opt out of promotional communications at any time, but transactional and service-related communications are necessary for the operation of your account.

16. Miscellaneous

Severability. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced with a valid provision that most closely reflects the original intent.

Entire Agreement. These Terms, together with our Privacy Policy, constitute the entire agreement between you and MyStudent regarding the Service and supersede all prior agreements and understandings.

Waiver. No waiver of any term or condition shall be deemed a further or continuing waiver of such term or any other term. Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Assignment. We may assign or transfer our rights and obligations under these Terms to any third party without your consent. You may not assign your rights or obligations under these Terms without our prior written consent.

Force Majeure. We shall not be liable for any failure or delay in performance resulting from circumstances beyond our reasonable control, including but not limited to natural disasters, acts of government, internet or infrastructure failures, or pandemics.

17. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

Email: contact@my-student.lu

By using MyStudent, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.