

General Terms and Conditions — version 2026-09-18-3

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General Terms of Use and Business (Terms and Conditions) — StreamTik Interactive

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1) Scope and definitions

These General Terms of Use and Business govern the provision and use of the products and services of StreamTik Interactive i.G. UG (haftungsbeschränkt), hereinafter referred to as “StreamTik”.

These Terms apply to the use of software, games, web applications, cloud and server functions, and any other functions and services included in the relevant StreamTik subscription, hereinafter collectively referred to as the “StreamTik Products”.

They apply to both consumers and businesses.

A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession.

A business is a natural or legal person or a partnership with legal capacity that, when entering into a legal transaction, acts in the course of its trade, business or profession.

2) Paddle as Merchant of Record and its relationship with StreamTik

Paid StreamTik subscriptions are sold through Paddle as the authorised reseller and Merchant of Record.

The contract for the purchase or paid transaction is concluded between you and the Paddle entity responsible for

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your location. The applicable Paddle entity is shown to you during the order process or in the Paddle Buyer Terms.

Paddle is responsible in particular for payment processing, recurring billing, invoicing, the calculation and remittance of applicable transaction taxes, and the purchase-related processing of refunds.

The Paddle Buyer Terms presented during Paddle checkout and any other Paddle terms applicable to the transaction also apply to that transaction.

StreamTik is the developer, operator and provider of the StreamTik Products.

These Terms form the user relationship between you and StreamTik and govern in particular access to the StreamTik Products, their use and licensing, technical provision, updates, support and permitted use.

Paddle refers to this legal relationship in its Buyer Terms as the “Supplier Agreement”.

The StreamTik End User Licence Agreement (“EULA”) also applies to downloadable StreamTik software, in particular the StreamTik Launcher and downloadable games.

Where the EULA contains specific provisions concerning the installation and licensing of locally installed software, those specific provisions take precedence in that area over the more general provisions of these Terms.

Mandatory statutory rights remain unaffected.

For businesses, any terms and conditions of the customer that deviate from or conflict with these Terms become part of the contract only if StreamTik has expressly agreed to their application.

3) Incorporation of these Terms and creation of the user relationship

Before the Paddle checkout is opened, the terms applicable to the use of the StreamTik Products are made available to you.

The user relationship with StreamTik is created when you agree to these Terms and, where required, the EULA, the associated transaction or free trial has been successfully set up with Paddle, and StreamTik activates the relevant product access for you.

The conclusion of the purchase or subscription transaction with Paddle is governed exclusively by the applicable Paddle Buyer Terms and the terms displayed during Paddle checkout.

StreamTik stores your consent to these Terms and the EULA together with the time and the version confirmed in each case. The confirmed versions remain available in the legal-text archive on the StreamTik website. Where a purchase was technically linked to the consent, those versions are linked in the confirmation email sent by StreamTik and, provided the archive files are available when the email is sent, are also attached as PDF files.

The storage and provision of contract and order data for the purchase or subscription transaction with Paddle is governed by Paddle's terms and information made available during Paddle checkout. StreamTik does not store the complete purchase or subscription contract concluded with Paddle.

Until Paddle checkout is opened, you can change your plan selection on the StreamTik pricing page or cancel the process. The customer, billing and payment information required for the purchase or subscription transaction is collected during Paddle checkout. There, the selected items and the total amount are shown to you before final submission; you can correct the information you entered until then in the fields provided. You can also close

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Paddle checkout before completing the transaction and select the plan again.

If these Terms and the Paddle Buyer Terms differ, the following division applies:

The Paddle Buyer Terms govern in particular the sale, payment, billing, renewal of the payment obligation, purchase-related cancellation and refunds.

These Terms govern the provision and use of the StreamTik Products.

Mandatory statutory rights remain unaffected.

4) Subscription scope and product access

An active StreamTik subscription gives you access, for the applicable subscription period, to the StreamTik Products and functions identified as being included in your plan.

The subscription may include in particular:

- **downloadable Windows software and the StreamTik Launcher,**
- **downloadable games,**
- **browser-based applications and tools,**
- **cloud and server functions,**
- **updates provided during the subscription, and**
- **support for the StreamTik Products.**

The products and functions specifically included in the subscription are determined by the product description applicable at the time the contract is concluded or the relevant service is provided.

A plan described as providing access to “all” products, or by similar wording, refers to the products that StreamTik offers as part of that subscription at the relevant time.

The statutory rules governing changes to digital products remain unaffected.

Product access is tied to a valid entitlement or licence.

When the relevant entitlement expires or ends, the Launcher, games, web applications or other paid functions may no longer be available or may be available only to a limited extent.

5) StreamTik account and termination of the user relationship

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A StreamTik account may be required to use the StreamTik Products.

Activation may be linked to the email address used for the purchase or registration. You are responsible for providing a correct email address that remains accessible.

Login credentials must be kept confidential and must not be disclosed to unauthorised third parties.

You must inform StreamTik without undue delay if you become aware of any unauthorised use of your account or login credentials.

A StreamTik account and a subscription held through Paddle are legally and technically separate processes.

Deleting a StreamTik account does not replace any required cancellation of a subscription held through Paddle unless the relevant deletion process expressly states otherwise.

Ending the StreamTik user relationship

You may delete your StreamTik account at any time using the functions provided for that purpose or request its deletion.

Ending or deleting a StreamTik account does not automatically end an existing paid subscription with Paddle unless a corresponding cancellation is expressly completed during the deletion process. An existing Paddle subscription must therefore be cancelled separately using the cancellation options provided for that purpose.

6) Provision and technical requirements

After the transaction or trial has been successfully set up with Paddle, StreamTik generally provides the purchased product access without undue delay.

Access may be provided in particular by:

- activating a licence,
- activating the StreamTik account,
- providing download options,
- providing access through the StreamTik Launcher,
- providing access to browser-based applications, or
- activating server-side functions.

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Where use requires an internet connection, particular hardware, a supported operating system, or third-party software or services, the technical requirements stated for the relevant product must be met.

The individual installation, setup or configuration by StreamTik of the StreamTik Products or required third-party software and services is not included in the subscription unless expressly agreed otherwise. General technical support under Section 12 remains unaffected.

7) Prices, payment, subscription periods, renewal and price changes

The prices, taxes, billing intervals and other payment-related information applicable to a transaction are shown to you during Paddle checkout before the order is completed.

The total amount shown before the order is completed is authoritative for the relevant transaction.

Payments are made to Paddle.

Paddle charges your selected payment method, issues invoices and handles purchase-related payment processing in accordance with the Paddle Buyer Terms.

Prices, taxes or currencies may be displayed differently depending on your place of residence or registered business address and the applicable tax rules.

StreamTik is currently offered with the following subscription periods:

- **monthly,**

- **every six months,**

- **annually.**

The subscription periods and prices actually available are shown before the subscription is concluded.

Subscriptions renew automatically for a further billing period in accordance with the terms shown at the time of purchase and the Paddle Buyer Terms unless they are effectively cancelled beforehand.

Paddle currently provides expressly that its subscriptions renew automatically for a period corresponding to the original subscription period until the subscription is cancelled or withdrawn from.

Price changes

StreamTik may change the subscription prices that apply to future billing periods. A price change does not apply retrospectively to a billing period that has already been paid for.

You will be informed in an appropriate manner before you are charged a changed price for a future renewal. Where applicable law requires express consent to a price change, the change takes effect only after the required consent has been given.

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If you do not wish to continue the subscription at the changed price, you may cancel it before the price change takes effect, with effect from the end of the current billing period.

Billing and the relevant notification continue to be handled through Paddle.

8) Trial period, cancellation, withdrawal and refunds

StreamTik may offer a seven-day free trial for the monthly subscription.

During the trial period, you receive the access to the StreamTik Products identified for that trial.

Unless you cancel the subscription before the free trial ends, it will then continue as a paid monthly subscription at the price shown before the trial began.

A subscription may be cancelled at any time with effect from the end of the current billing period using the cancellation options provided by Paddle.

Paddle provides in particular the Buyer Portal and the management functions identified in the transaction or subscription confirmation for this purpose.

Once cancellation takes effect, no further renewals occur. Product access generally ends at the end of the existing access period unless you are informed otherwise in the relevant process.

The right to terminate for cause and any other mandatory statutory cancellation rights remain unaffected.

Consumers may have statutory rights of withdrawal under the applicable law.

Details of the rights of withdrawal applicable to StreamTik Products, the possible early expiry of the right of withdrawal for digital content, and the commencement of digital services are set out in the separate withdrawal information.

Because the purchase transaction is concluded with Paddle, statutory withdrawals and any resulting purchase-related refunds are handled through Paddle as Merchant of Record.

Paddle also refers in its Buyer Terms to its applicable procedure and Refund Policy for withdrawals and refunds.

Where StreamTik provides its own electronic means of submitting a withdrawal declaration, the information displayed there also applies.

The statutory options for declaring a withdrawal to the responsible contracting party remain unaffected.

Once the relevant transaction has been fully reversed, the entitlement based on that transaction to use the relevant StreamTik Products ends.

StreamTik does not provide a general voluntary refund guarantee beyond statutory rights.

Any additional refund options that Paddle provides under its own terms or policies remain unaffected.

9) Rights of use and device and session limits

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For the duration of a valid entitlement, StreamTik grants you a non-exclusive, non-transferable right to use the StreamTik Products covered by the subscription in accordance with these Terms and any additionally applicable EULA.

The StreamTik Products may be used for private purposes and for your own commercial or professional purposes.

This includes in particular using the StreamTik Products for your own commercial live streams and content-creation activities unless restrictions expressly stated for the relevant product provide otherwise.

The right of use ends when the relevant product entitlement expires or is terminated unless the law or an express contractual provision provides otherwise.

The following in particular are not permitted:

- **transferring, renting, selling or sublicensing the StreamTik Products to third parties,**
- **sharing a personal licence or personal account access with unauthorised third parties,**
- **circumventing or manipulating licence, security or access controls,**
- **reproducing or distributing the software beyond the contractually permitted scope,**
- **reverse engineering, decompiling or disassembling the software except where this is expressly permitted by mandatory law.**

Further provisions for installable software may be set out in the EULA.

Devices and concurrent use

Unless otherwise stated for the relevant plan, a StreamTik licence may be activated on up to three devices. Concurrent use is limited to one active session.

The number of registered devices may be checked by technical means for security and licensing purposes. Circumventing these limits is not permitted.

10) Updates and product changes

During the relevant period of provision, StreamTik provides consumers with the updates required to maintain the conformity of the digital product. This includes required security updates in particular.

Where installation by you is required, you may be informed that the update is available and of the consequences of failing to install it.

This corresponds to the statutory update rules under section 327f of the German Civil Code (BGB).

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StreamTik continuously develops its products.

Changes going beyond what is required merely to maintain conformity may be necessary in particular for the following reasons:

- improving functions, usability or performance,
- introducing new functions,
- adapting to technical developments,
- adapting to changes in operating systems, platforms, interfaces or third-party services,
- security and abuse prevention,
- resolving technical problems,
- adapting to legal or regulatory requirements, or
- discontinuing or replacing functions that can no longer reasonably be operated from a technical perspective.

For consumers, such changes are made only where the statutory requirements are met.

In particular, a change does not result in additional costs for consumers.

If a change impairs access to or use of a digital product to more than a minor extent, the consumer will be informed within a reasonable period before the change, on a durable medium, of the change and of any rights that may apply.

Statutory rights to retain an unchanged version or to terminate the contract remain unaffected.

For continuous provision, section 327r BGB requires in particular a contractually specified valid reason for a change and specific information in the event of detrimental changes.

11) Availability, third-party platforms and discontinuation of the service

StreamTik endeavours to maintain a high level of product availability.

However, uninterrupted or error-free availability at all times is not owed unless it has been expressly promised.

Statutory rights in the event of non-conforming provision remain unaffected.

Temporary restrictions may arise in particular from maintenance, security measures, updates, technical faults or

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infrastructure outages.

Planned maintenance is carried out, where reasonable and possible, in a manner intended to minimise disruption.

Individual StreamTik functions may depend on the technical availability of third-party platforms and services or their interfaces.

If third parties change or discontinue their services, interfaces or technical requirements, the StreamTik Products may need to be adapted.

Section 10 applies to corresponding product changes.

StreamTik is an independent product and, unless expressly stated otherwise, is not affiliated with, sponsored by or operated by TikTok or any other supported third-party platform.

Changes to third-party APIs, live-streaming functions or policies may require individual integrations to be adapted, restricted or discontinued.

Discontinuation of the service

StreamTik may discontinue individual products or the StreamTik service as a whole for objective reasons with effect for the future.

Where this materially affects an access period that has already been paid for, the customer's existing statutory rights remain protected. Any refund that may be required is handled through Paddle.

Where possible, StreamTik will provide reasonable advance notice of a planned complete discontinuation of the service.

12) Support and cooperation obligations

During an active subscription, StreamTik provides support for the StreamTik Products through the support channels offered at the relevant time.

Unless a particular response or processing time has been expressly promised, there is no entitlement to a specific response time.

StreamTik endeavours to process support enquiries within a reasonable period.

Questions relating to payment, invoices or a Paddle transaction may need to be handled additionally or exclusively by Paddle.

Technical questions concerning the use of the StreamTik Products are generally handled by StreamTik.

To enable technical support enquiries to be processed, you must, to the extent reasonably possible, provide the information required to analyse the issue, including a description of the problem, relevant error messages, and details of the software version and system environment used.

13) Prohibited use

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You must not use the StreamTik Products unlawfully or abusively.

In particular, you must not:

- **circumvent technical safeguards or licence checks,**
- **reproduce, share or resell StreamTik Products without authorisation,**
- **share accounts or licences with third parties in a manner that is not intended,**
- **access, interfere with or overload StreamTik systems, servers or interfaces without authorisation,**
- **distribute malware or harmful data through StreamTik systems,**
- **exploit security vulnerabilities abusively,**
- **use StreamTik Products to violate the law or third-party rights, or**
- **use StreamTik Products contrary to mandatory rules of a third-party platform required for the relevant use.**

Mandatory statutory rights remain unaffected, in particular actions expressly permitted by law in connection with software interoperability or security research.

14) Suspension and restriction of product access

StreamTik may temporarily suspend or restrict product access if:

- **you materially or repeatedly breach these Terms or the EULA,**
- **there are specific indications of fraud or abusive use,**
- **licence or security measures are circumvented,**
- **the security or proper operation of StreamTik systems is put at risk,**
- **suspension is required by law or a public authority, or**

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- there is no longer a valid product entitlement.

Where a breach can be remedied and no immediate measure is required, StreamTik will generally give you an opportunity to remedy the breach within a reasonable period.

Immediate suspension remains permissible in particular where it is required because of a security risk, suspected fraud, a legal obligation or the need to prevent significant damage.

Product access may also be restricted while Paddle investigates suspected misuse of a chargeback or a comparable payment mechanism. Paddle expressly provides for such an option in its Buyer Terms.

If the reason for suspension ceases to apply and the user relationship has not ended, product access may be restored.

15) Intellectual property

All rights in the StreamTik Products, including copyright, trade mark rights and rights in software, source code, graphics, designs, databases and other components, remain with StreamTik or the relevant rights holders.

These Terms grant you only the rights of use expressly provided for.

No ownership or other intellectual-property rights in StreamTik are transferred.

16) Statutory rights and remedies for defects

The mandatory statutory provisions governing digital products apply to consumers.

These rights are not limited by these Terms.

The buyer's statutory rights against Paddle as seller or reseller of the relevant transaction remain unaffected.

You may contact StreamTik Support regarding technical problems with products provided by StreamTik.

Where statutory claims must be asserted against Paddle, the Paddle Buyer Terms and the statutory provisions also apply.

17) Liability

StreamTik has unlimited liability:

- in cases of intent or gross negligence,**
- for intentional or negligent injury to life, body or health,**
- under an expressly given guarantee to the extent of that guarantee, and**

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- under mandatory statutory liability, including the German Product Liability Act.

If StreamTik negligently breaches a material contractual obligation, StreamTik's liability is limited to the loss typical for the contract and foreseeable when the contract was concluded.

Material contractual obligations are obligations whose performance is essential for the proper performance of the user relationship and on whose performance you may regularly rely.

Otherwise, to the extent permitted by law, StreamTik is not liable for loss caused by ordinary negligence.

The above liability provisions apply correspondingly in favour of StreamTik's legal representatives, employees and agents.

Paddle's liability is not governed by this section but by the contractual relationship between you and Paddle and the applicable Paddle Buyer Terms.

18) Changes to these Terms

StreamTik may change these Terms with effect for the future where there is an objective reason for doing so.

Such a reason may arise in particular from:

- a change in legal or regulatory requirements,**
- a change in case law,**
- material changes to the StreamTik Products,**
- new technical or security requirements, or**
- the introduction or discontinuation of functions that requires these Terms to be adapted.**

Changes must not shift the contractual balance unreasonably to your disadvantage.

You will generally be informed of material changes at least 30 days before they are intended to take effect, in text form or through another appropriate durable communication channel.

Where your express consent to a change is required under applicable law, the change takes effect only after you have given that consent.

Silence is not treated as consent unless the law expressly permits this.

Claims that have already arisen are not changed retrospectively by later amendments to these Terms.

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19) Data protection

Information about StreamTik's processing of personal data is provided in the applicable Privacy Policy.

Paddle processes personal data in connection with purchase and payment processing as an independently responsible provider in accordance with its own privacy information.

20) Governing law

The legal relationship between you and StreamTik under these Terms is governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.

If you are a consumer, this choice of law applies only to the extent that it does not deprive you of the protection provided by mandatory provisions of the country in which you have your habitual residence.

This choice of law applies exclusively to the legal relationship between you and StreamTik.

The legal relationship between you and Paddle, including the purchase transaction, is governed by the applicable Paddle Buyer Terms and mandatory applicable law.

21) Jurisdiction

If you are a merchant, a legal entity under public law or a special fund under public law, StreamTik's registered place of business is, to the extent permitted by law, the place of jurisdiction for disputes arising from the legal relationship between you and StreamTik.

If a business has no general place of jurisdiction in Germany, StreamTik's registered place of business may also be agreed as the place of jurisdiction to the extent permitted by law.

StreamTik remains entitled to bring claims at the customer's general place of jurisdiction.

The statutory rules on jurisdiction apply to consumers.

22) Dispute resolution

StreamTik is neither obliged nor willing to participate in dispute-resolution proceedings before a consumer arbitration board.

23) Language versions

These Terms are provided in German and English. The German version is the original version. If the language versions conflict, the German version prevails unless mandatory law in the customer's country requires otherwise.

24) General provisions

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Assignment

StreamTik may transfer rights and obligations under this user relationship to a legal successor as part of a business transfer, provided that the customer's contractual rights are not adversely affected. The customer will be informed where this is required by law.

No waiver

If StreamTik does not exercise a right in an individual case, or exercises it late, this does not constitute a waiver of that right.

Severability

If any provision of these Terms is or becomes invalid, the remaining provisions remain unaffected. The statutory provisions apply in place of the invalid provision.

25) Contact

StreamTik Interactive i.G. UG (haftungsbeschränkt)

Ludwig-Erhard-Straße 18

20459 Hamburg

Germany

Email: support@streamtikgames.com

Full provider details are available in the legal notice.

For questions concerning StreamTik, the licence or technical problems, please contact StreamTik. For questions concerning payment, invoices or a Paddle transaction, Paddle's support options are also available.

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