

## **General Terms and Conditions — version 2026-09-24-8**

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

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### 1) Scope and provider

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

Full provider and contact details are available in the legal notice.

These Terms apply to all games, tools, software applications, mods, web applications, cloud and server functions, and associated services offered by StreamTik as part of a subscription, hereinafter collectively referred to as the “StreamTik Products”.

They apply to consumers and businesses. A consumer is any natural person acting predominantly for purposes outside their trade, business or profession. A business is a natural or legal person or a partnership with legal capacity acting, when entering into the contract, in the exercise of its trade, business or profession.

In relation to businesses, any customer terms that deviate from these Terms apply only if StreamTik has expressly agreed to them.

### 2) Seller, payment and invoicing

StreamTik sells paid StreamTik subscriptions in its own name.

The purchase and payment contract is concluded between you and StreamTik. The seller and your contracting party is StreamTik Interactive UG (haftungsbeschränkt); StreamTik issues the invoice.

Payment is processed by the payment service provider Stripe Payments Europe, Ltd. (Ireland). Stripe is neither the seller nor your contracting party for the StreamTik service. Cancellations, withdrawal declarations and refund requests are to be addressed to StreamTik, not to Stripe.

StreamTik develops and operates the StreamTik Products. The purchase contract for a StreamTik subscription is concluded with StreamTik as the seller. These Terms govern the purchase, the use and the licence of the product, including in particular product access, the account, provision and permitted use. You owe the subscription fee to StreamTik; StreamTik processes personal data in order to provide the product to you, to process the payment and to comply with statutory obligations.

The StreamTik End User Licence Agreement (“EULA”) also applies to the licensing and use of the StreamTik Products. In the event of a conflict between these Terms and the EULA, these Terms prevail.

### 3) Contract formation, account and provision

Before the purchase, these Terms, the EULA and the required consent information are made available to you.

The purchase contract is concluded with StreamTik as soon as you agree to the required terms, the transaction or free trial has been successfully set up, and StreamTik activates product access. No second contract for payment arises from this; these Terms govern purchase, use and licence in one contractual relationship.

When you make a purchase, a StreamTik account is automatically created using the email address entered during checkout. This email address must be correct and remain accessible.

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You sign in to the website using a sign-in link sent by email. A personal licence key is provided for use of the Launcher.

Access is generally provided immediately after the purchase has been completed successfully. Short technical processing and delivery times may occur.

Persons with limited legal capacity may take out a subscription only with the consent of their legal representatives where required by law.

### 4) Scope and personal use of the subscription

For its duration, an active StreamTik subscription grants access to all games and tools that StreamTik offers as part of the subscription at the relevant time.

The specific product range may change during the contract term. Section 11 and mandatory statutory rights apply to changes and discontinuations.

The subscription may be used for private and commercial purposes, including for your own monetised streams and content.

Each subscription results in one licence, and each licence purchased is assigned to a single user; a user is the one natural person who uses the licence. This also applies where the contracting party or the invoice recipient is a company or another organisation, or where a company or another organisation is the account holder. Each additional user requires a licence of their own; purchasing a single licence therefore does not enable a company to grant access to several of its staff. Shared use by family members, team members, employees or other third parties is not permitted. This rule applies in the same way to consumers and businesses; Section 8 explains the terms user, account, device and active session.

StreamTik does not provide games, platform licences or programs from third parties. Anyone using a StreamTik mod for a third-party game must lawfully own that game and meet the applicable requirements themselves.

### 5) Prices, subscription periods, renewal and trial period

StreamTik offers monthly, six-month and annual subscriptions. The prices, taxes, currencies and billing periods displayed during checkout before purchase are authoritative.

Under all contracts, the subscription first runs for the minimum term agreed when the contract is concluded. The minimum term is the period selected during checkout of one month, six months or twelve months.

After the minimum term expires, the subscription is extended for an indefinite period. The customer may cancel the extended contractual relationship at any time with a notice period of no more than one month. No new commitment for a fixed period arises.

After the minimum term expires, the billing period is one month. Each month, the share attributable to one month of the agreed minimum term is charged, unless the customer has consented to a changed price in accordance with this section.

The monthly subscription includes a free seven-day trial. The free trial may be used only once per person. There is no entitlement to another free trial.

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If the monthly subscription is not cancelled before the trial period ends, it automatically continues as a paid subscription at the price displayed before the trial began. The minimum term of one month begins when the subscription becomes payable; the paragraphs on extension for an indefinite period apply thereafter.

The price agreed at the time of purchase applies for the entire contract term, including the period after the minimum term expires, for as long as the customer has not consented to a changed price under this section. These Terms do not allow StreamTik to increase that price unilaterally. Nor do these Terms contain an automatic price adjustment, for example to an index or to changed costs.

A changed price takes effect for an existing contractual relationship only if the customer expressly consents to it in text form. A price change is an amendment under Section 15, Category C; the customer's silence is not deemed consent there. If the customer does not consent or does not reply, the agreed price continues to apply and the contractual relationship continues at that price.

Instead of changing the price, StreamTik may cancel the contractual relationship by ordinary cancellation and make the customer a new offer at changed prices. A cancellation by StreamTik takes effect at the earliest when the minimum term expires and, after that term has expired, at the end of the current billing month with one month's notice; Section 6 otherwise applies. StreamTik does not base such a cancellation on an individual customer having withheld consent to an amendment under Section 15, Category C; the corresponding sentence in Section 15 remains unaffected.

Price changes do not apply retrospectively to periods already paid for. Where StreamTik asks for consent to a changed price, StreamTik informs the customer in text form, as a rule by email to the account address, at least 30 days before the date on which the changed price is to apply. That information serves to inform the customer; the changed price takes effect only once the customer has consented.

These rules apply in the same way to consumers and businesses. StreamTik does not claim any wider option to change prices in relation to business customers.

### 6) Cancellation, withdrawal and refunds

You may cancel the subscription at any time in your StreamTik account or through the cancellation facility provided on the StreamTik website.

The cancellation is accepted immediately. If you cancel during the minimum term, the contract ends when that term expires. If you cancel after the minimum term has expired, the contract ends at the end of the current billing month; no further amount is debited thereafter.

Product access remains available until the contract ends, and time already paid for remains usable. There is no pro rata refund for the current billing period unless statutory entitlements apply. Afterwards, the licence and paid functions are disabled. Section 9 governs the storage of your own content.

Consumers have the statutory rights of withdrawal. The withdrawal must be declared to StreamTik as the seller; StreamTik provides the withdrawal form at <https://streamtik.io/withdraw/> for this purpose. Details are set out in the separate withdrawal information and in the declarations obtained during checkout concerning the start of provision.

Purchase-related refunds are arranged by StreamTik; they are executed through the payment service provider to the payment method used for the payment. Beyond statutory entitlements, StreamTik does not grant voluntary refunds.

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

### 7) Account deletion

You can delete your StreamTik account yourself using the function provided in the account. Deletion must be confirmed using the confirmation process sent to the account email address.

Confirmed account deletion differs from ordinary cancellation: it immediately ends the StreamTik account, subscription, licence and product access. Device bindings and active sessions are removed, and your own content associated with the account is deleted without the retention period under Section 9.

Account deletion cannot be reversed. Remaining days that have already been paid for are not refunded unless mandatory statutory entitlements apply.

Data that StreamTik must continue to retain due to statutory retention or evidentiary obligations is not deleted prematurely. Where possible, it is separated from the deleted account or anonymised and retained only for the relevant statutory purpose.

### 8) EULA, licence, devices and concurrent use

The EULA applicable to all StreamTik Products contains the more detailed rules on rights of use, software, mods, your own content and technical protection measures. It is accepted during checkout.

These Terms and the EULA use four terms with the same meaning. A user is the one natural person who uses the licence. An account is the access to StreamTik held under an email address; one or more licences may be held under one account, and even with a company account each individual licence remains assigned to a single user. A device is a computer on which the software is activated with the licence key; up to two devices may be activated per licence, unless the licence states a different number. An active session is the ongoing use of a game or tool with a licence on one device; one active session runs per licence at a time.

The licence entitles the user to whom it is assigned to use the StreamTik Products for private and commercial purposes within the scope described in the EULA. It is granted for the duration of the active subscription and is not transferable; the details are set out in Clause 3.1 and Section 5 of the EULA.

A licence may be activated on up to two devices, unless the licence states a different number. The user can switch between these devices without any involvement on StreamTik's part. If a further device is to be bound while both places are taken, the activation is refused; in that case support can release an existing device binding. Device bindings cannot be released in the StreamTik account itself; the account shows the devices that are bound.

One active session runs per licence at a time. If a game or tool is started on the second device while a session is still running on the first device, that start is refused. The session on the first device continues until it is ended or until the game or tool there stops reporting in for 180 seconds; after that, starting on the other device works without any further action.

Passing the account, licence key or product access to another person is not permitted.

### 9) Your own content and storage after the contract ends

You retain the rights to the content, files, sounds, images, overlays and configurations that you provide or create

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using StreamTik.

You grant StreamTik only the rights technically necessary to store and process this content for you and make it available within the StreamTik Products.

Customer content and configurations are stored on the Cloudflare infrastructure used by StreamTik.

After an ordinarily cancelled or expired subscription ends, stored content is retained for as long as your account exists. If you take out another valid subscription for the same account, you can carry on working with the existing content.

StreamTik reserves the right to delete the stored content of an account whose subscription ended at least 90 days ago. Before any such deletion, StreamTik informs you in good time by email to the account address; after it, the content cannot be restored. No fixed deletion period is promised by this.

This reservation does not apply where account deletion has been expressly confirmed; in that case, the stored content is deleted immediately in accordance with Section 7.

You are responsible for making additional backups of your own content and configurations where technically possible.

### 10) Technical requirements and updates

Use requires the technical requirements stated for the relevant product at the time the contract is concluded (in particular operating system, streaming software, internet connection and the StreamTik Launcher). Later changes to these requirements are governed by Section 11 and the statutory provisions on changes to digital products.

Updates that are provided must be confirmed and installed by the user. Without a required update, access to games, tools or other functions may be blocked or technically impossible. StreamTik informs the user about updates provided and about the consequences of not installing them. Where a consumer does not install an update provided within a reasonable period, Section 327f(2) BGB applies.

During the term of the subscription, StreamTik provides the updates required to maintain the conformity of the StreamTik Products with the contract, including security updates. Mandatory statutory update obligations remain unaffected.

Older product versions do not have to be supported permanently where StreamTik provides a current version at no additional cost and continued use of the older version is not reasonable for security, compatibility or operational reasons.

### 11) Availability, third-party platforms and product changes

Beyond the statutory requirements, StreamTik does not promise uninterrupted availability or any particular availability rate. Maintenance, security measures, technical faults, force majeure and outages beyond StreamTik's control may temporarily impair use.

Certain StreamTik Products interact with third-party platforms or third-party software, in particular TikTok LIVE, OBS or other streaming software, and the games for which StreamTik provides mods.

StreamTik's own games may be usable independently of such third-party games. By contrast, mods and

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platform-dependent tools may not work, or may work only to a limited extent, without the relevant third-party platform or game.

StreamTik has no control over whether third parties change or discontinue their interfaces, signing procedures, technical requirements, terms or services. The customer's statutory rights, in particular consumers' rights in respect of defects, remain unaffected.

Updates and other measures that maintain the conformity of the StreamTik Products are governed by Section 10. StreamTik may make changes going beyond that only under the following five conditions and within the statutory provisions on changes to digital products, in particular Section 327r of the German Civil Code (BGB). StreamTik applies these conditions in the same way to all customers, including business customers.

First condition: these Terms grant StreamTik the option to change, replace or discontinue StreamTik Products and individual functions, and they state the compelling reasons for doing so. A compelling reason is solely a technical reason, a security-related reason, a legal reason, or a change to a third-party platform or third-party software with which a StreamTik Product interacts. No other reason entitles StreamTik to make a change.

Second condition: the specific change is based on one of those compelling reasons. StreamTik states that reason in the information under the fourth condition. The wish to reduce the scope of services in StreamTik's favour is not a compelling reason.

Third condition: the change gives rise to no additional costs for the customer. The agreed fee remains unaffected; Section 5 governs price changes. A changed price takes effect only with the customer's express consent (Section 15, Category C).

Fourth condition: StreamTik informs the customer about the change clearly and comprehensibly. The information states the characteristics of the change, when it takes effect and the customer's rights under the fifth condition. Where the change impairs access to a StreamTik Product or its usability to more than an insignificant extent, StreamTik also informs the customer on a durable medium, as a rule by email to the account address, within a reasonable period before the time of the change, and at least 30 days beforehand.

Fifth condition: where the change impairs access or usability to more than an insignificant extent, the customer may terminate the contract free of charge within 30 days (Section 327r(3) BGB). That period begins when the information under the fourth condition is received; if the change is made after it is received, the period begins at the time of the change. Such termination is excluded in only two cases: where the impairment of access or usability is insignificant, or where access to the unchanged product and its usability are maintained for the customer without additional costs (Section 327r(4) BGB). The customer declares the termination to StreamTik; Section 6 states the routes available for this. StreamTik refunds fees already paid for periods after the termination in accordance with the statutory provisions.

Where StreamTik must act without undue delay in order to maintain the conformity of a StreamTik Product, to avert an acute security risk or to comply with a mandatory legal requirement, the measure required for that purpose may be taken without observing the 30-day period. This applies only to measures serving that purpose and only to the extent necessary for it. StreamTik then informs the affected customers as early as reasonably possible in the circumstances. The customer's rights under the fifth condition remain unaffected; where the measure impairs access or usability to more than an insignificant extent, the period of 30 days begins when the subsequent information is received.

Where a function ceases to be available solely because a third party changes or discontinues its interface, its signing procedure, its terms or its service, this does not constitute a change by StreamTik within the meaning of this Section. Section 14 and the statutory provisions on digital products apply to the consequences. Where StreamTik itself changes the StreamTik Products on that occasion, the five conditions set out in this Section apply.

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If the entire StreamTik service is permanently discontinued, StreamTik will stop further renewals, inform customers and make a pro rata refund of amounts already paid for periods in which the service owed is no longer provided.

### 12) Prohibited use and suspension

The following in particular are prohibited:

- passing on or sharing an account, licence key or product access,
- circumventing licence checks, device bindings, usage limits or other protective measures,
- automated or bulk access outside the intended use,
- distributing unlawful content, malware or content for which the required rights are not held,
- using the StreamTik Products to violate laws, third-party rights or binding terms of third-party platforms used, and
- selling, renting, sublicensing or otherwise providing the StreamTik Products to third parties unless expressly permitted.

Further details are set out in the EULA.

StreamTik may restrict or suspend product access in the event of serious or repeated violations.

Where fraud, attacks, acute security risks, apparent unauthorised use or serious circumvention of technical protection measures are suspected, StreamTik may impose an immediate temporary suspension. In less urgent cases, the user is generally given a reasonable opportunity to stop the violation first.

StreamTik informs the affected user of the reason for and scope of the suspension unless security, legal or investigative reasons prevent this. Mandatory statutory rights remain unaffected.

### 13) Support

StreamTik provides support by email, through the website contact form and through the official Discord channel. The current contact options are available in the legal notice or on the contact page.

Enquiries are processed as quickly as possible. No particular response or processing times are guaranteed.

The user must reasonably cooperate in analysing errors and must not post passwords, complete licence keys or other secret access data in public support channels.

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### 14) Rights in respect of defects and liability

If the customer is a consumer, the statutory rights in the event of failure to provide, defects, updates and changes to digital products (Sections 327 et seq. BGB) apply. These Terms do not restrict them. Claims for damages and for reimbursement of futile expenses are governed by the liability rules below.

If the customer is a business, the statutory provisions on defects apply; the special provisions for consumer contracts on digital products do not apply to it. Claims for damages by a business are also governed by the liability rules below.

StreamTik is liable without limitation for intent and gross negligence, including that of its legal representatives and vicarious agents, for damage arising from injury to life, limb or health, for fraudulent concealment of a defect, under the German Product Liability Act and to the extent of any expressly assumed guarantees.

In the event of a slightly negligent breach of a material contractual obligation, liability is limited to the damage typical for this type of contract and foreseeable when the contract was concluded. Material contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer may regularly rely.

Otherwise, liability for damage caused by slight negligence is excluded to the extent that mandatory law does not provide otherwise.

The above liability rules also apply in favour of StreamTik's legal representatives, employees and vicarious agents.

Disruptions caused exclusively by the user's technical environment, by missing third-party products or by outages of third-party platforms for which StreamTik is not responsible do not give rise to any liability of StreamTik for damages. Consumers' statutory rights in respect of defects remain unaffected.

### 15) Changes to these Terms

For new contracts, the version of these Terms provided during checkout applies.

StreamTik may amend these Terms for existing contractual relationships only where there is an objective reason to do so. An objective reason is solely a change in the legal situation, in case law, in StreamTik's range of services or in the technology used. The same catalogue therefore applies as under Clause 16.1 of the End User Licence Agreement.

For existing contractual relationships, these Terms distinguish three categories of amendment: Category A (editorial amendments and amendments required by mandatory law), Category B (changes to the StreamTik Products) and Category C (all other amendments to these Terms). StreamTik states in the notice of amendment which category it relies on.

Category A: editorial amendments and amendments required by mandatory law. This covers linguistic clarifications, the correction of obvious errors, updated provider and contact details, updated designations of laws, courts, authorities or service providers used, adjustments required by directly applicable law or by a binding decision of an authority or a court, and amendments that operate solely in the customer's favour. StreamTik implements such amendments, after prior information in text form, on the date stated in that information; separate consent by the customer is not required for this. Category A is limited to amendments that do not worsen the customer's rights and that leave the main service, the price, the contract term and the customer's obligations untouched. Where directly applicable law requires an amendment to be implemented at an earlier date, StreamTik implements it at the date required by law and provides information about it as early as possible.

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Category B: changes to the StreamTik Products. Changes to the scope, the functions or the technology of the StreamTik Products are governed by Section 11 and by the statutory rules for digital products, in particular Section 327r of the German Civil Code (BGB), and not by this Section. Under those rules such a change requires a compelling reason, must not impose additional costs on the customer and must be communicated to the customer clearly and comprehensibly. Where it impairs access or usability to more than an insignificant extent, StreamTik informs the customer in advance in accordance with Section 11; the statutory right to terminate the contract free of charge on that ground within 30 days of receiving that information remains unaffected.

Category C: all other amendments to these Terms. These include in particular amendments to the main service, to the price and other consideration, to the minimum term, to renewal or to the cancellation rules, to material rights of use, and amendments that impose substantial additional obligations on the customer or restrict the customer's rights to more than an insignificant extent.

The following applies to Category C: the customer's silence is not deemed consent. Such an amendment takes effect for an existing contractual relationship only if the customer expressly consents to it in text form. If the customer does not consent or does not reply, the previous terms continue to apply unchanged for that customer. StreamTik does not terminate the contract merely because the customer has not consented to a Category C amendment. Price changes are governed by Section 5; the option to amend under this Section does not allow StreamTik to change prices without the customer's express consent.

StreamTik informs the customer of amendments under Category A and under Category C in text form (for example by email) at least 30 days before the date on which the new version is to apply. The notice states the amended passages, the objective reason, the category relied on and that date. For Category C it also states how the customer can consent, by when the customer can do so, and that the previous terms continue to apply for the customer without that consent. StreamTik accepts the customer's declarations concerning an amendment in text form at [support@streamtikgames.com](mailto:support@streamtikgames.com).

The rights of both parties to terminate remain unaffected; Sections 5 and 6 govern ordinary cancellation and Section 6 governs termination for cause. Mandatory statutory rights of the customer, in particular consumer rights, remain unaffected.

### 16) Data protection, governing law, jurisdiction, dispute resolution and language

Information about StreamTik's processing of personal data is set out in the StreamTik Privacy Policy.

If you use StreamTik as part of a live stream and personal data of your viewers is processed in doing so, you are responsible for meeting the data protection information duties applicable towards your viewers, to the extent that those duties fall to you under the relevant allocation of data protection roles. This concerns above all what you display in your broadcast, and details that you forward to your own tools through addresses you enter yourself. Whether and to what extent such duties apply to you depends on the circumstances of your use and on the law applicable to you.

These Terms do not require you to contact individual viewers personally for this purpose. The form in which you provide that information is up to you; a generally accessible notice, for example in your channel profile, in the stream description or in the stream itself, is one option.

StreamTik provides information about the processing for which StreamTik is itself responsible in its Privacy Policy. That policy describes which publicly visible TikTok details and interactions are processed in that context and how viewers can exercise their rights in relation to StreamTik. StreamTik additionally provides a short notice for viewers at <https://streamtik.io/zuschauer/> which you may refer to; there is no obligation to use that particular page.

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The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this choice of law applies only insofar as it does not deprive them of mandatory protection under the law of the state in which they have their habitual residence.

Where the customer is a merchant, a legal entity under public law or a special fund under public law, StreamTik's registered office is the exclusive place of jurisdiction to the extent permitted by law. The statutory places of jurisdiction apply to consumers.

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

These Terms may be provided in German and English. In the event of contradictions or differences in interpretation, the German version prevails unless mandatory law provides otherwise.

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

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