

End User Licence Agreement (EULA) — version 1.16

Archived version, unchangeable · <https://streamtik.io/eula/1.16/>

StreamTik End User Licence Agreement

Version 1.16 · As of September 27, 2026

Note on this translation. The German version of these licence terms is the sole authoritative and legally binding text. This English version is provided for convenience and comprehension only. In the event of any discrepancy, the German version prevails.

1. Contracting parties and subject matter

1.1 These end user licence terms ("Licence Terms") govern how you may use the StreamTik software. Your contracting party under these Licence Terms is the provider named at the end of this document ("we", "us"). The purchase contract for your subscription is concluded with us as well: the seller is StreamTik Interactive UG (haftungsbeschränkt), and you receive the invoice from us. Payment is processed by Stripe as the payment service provider (Stripe Payments Europe, Ltd., Ireland). You owe the subscription fee to us; we process personal data in order to provide the product to you, to process the payment and to comply with statutory obligations.

1.2 These Licence Terms apply in addition to our General Terms and Conditions. The General Terms and Conditions govern the conclusion, term and billing of your subscription. These Licence Terms govern exclusively what you may and may not do with the software. In the event of a conflict between the two texts, the General Terms and Conditions prevail.

1.3 How we process personal data is set out exclusively in our Privacy Policy. These Licence Terms contain no provisions on that subject.

1.4 You accept these Licence Terms by expressly confirming them during the ordering process. We store your confirmation together with the time and version number. The confirmed version remains available in the legal-text archive on our website; where a purchase was technically linked to the consent, the confirmation email sent by StreamTik also contains a link to that version.

2. What StreamTik is

2.1 StreamTik is a tool for live streamers. It consists of several components that work together:

- a launcher for Windows which you install on your computer,
- an overlay editor with which you design overlays for your stream,
- interactive games and widgets that react to events in your live stream,
- further functions such as text-to-speech and sound playback,
- server-side services that store your configurations, verify your licence and deliver the overlays.

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2.2 You integrate the overlays you design into your streaming software, for example into OBS Studio or TikTok Live Studio. StreamTik does not replace those programs; it complements them.

2.3 Which functions are included in detail follows from the service description on our website, as in force at the time the contract is concluded, and from the plan you have chosen.

2.4 Only the executable software versions and program components intended for use are provided. The source code is not part of the software provided or of the licence granted; the licence does not give you any right to obtain or access the source code.

3. Your right of use

3.1 For the duration of your active subscription we grant you a simple, non-exclusive and non-transferable right to use the software as intended.

3.2 Commercial use is expressly permitted. You may use StreamTik in the course of your professional or commercial activity as a streamer or creator. This expressly includes:

- monetised live streams,
- income from gifts, subscriptions, advertising or collaborations generated while using StreamTik,
- the public performance of the overlays created with StreamTik in your streams and recordings, and their commercial exploitation,
- naming and depicting StreamTik in your content.

We assert no claims whatsoever to your streams, your recordings or your income.

3.3 Each licence purchased is assigned to a single user. 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. The right of use does not extend to third parties.

3.4 To the extent permitted by law, you may make a backup copy where this is necessary to safeguard future use of the software as intended. The backup copy must not be distributed, made available to third parties, used in parallel or used to circumvent these Licence Terms.

4. Account, licence key, devices and active session

4.1 These Licence Terms use four terms with the following 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 (Clause 3.3).

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- 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.

4.2 Use of the software requires an account and a licence key. The licence key belongs to the licence and therefore to the user to whom that licence is assigned; the account credentials are personal to you.

4.3 You may activate the software on up to two devices per licence, unless the licence states a different number. You can switch between these devices without any involvement on our part. If a further device is to be bound while both places are taken, the activation is refused. Your StreamTik account shows the devices that are bound; you can release a device binding there yourself. After that, the place is free again and can be taken by another device. If releasing the binding in the account does not work for you, please contact our support, which can also release an existing device binding.

4.4 Only one active session may run per licence at a time. If you start a game or tool on the second device while a session is still running on the first device, that start is refused. Once the session on the first device has ended, starting on the other device works without any further action.

4.5 You will not pass on your licence key or your access credentials to third parties and will not allow third parties to use your account. This also applies within a household or a team; additional users require additional licences.

4.6 If you become aware that someone has unauthorised access to your account or your licence key, you will inform us without undue delay.

5. Term of the licence

5.1 The right of use exists for as long as your subscription is active. It begins upon provision of the software and ends automatically when the subscription ends, for whatever reason.

5.2 After the subscription ends, the software can no longer be used as intended. The launcher remains installed, but its functions are locked. This is not a defect but the agreed consequence of the end of the contract.

5.3 These Licence Terms apply unchanged during a free trial period.

6. What you may not do

In particular, you may not:

6.1 sell, rent, lend, sublicense the software or parts of it, operate it as a service for third parties or otherwise make it available to third parties;

6.2 modify, alter or otherwise manipulate the software or individual executable files or program components, or circumvent, remove or disable the copy protection, the licence check, the device binding or any other technical protection measures; this does not apply where the relevant action is expressly permitted or allowed under

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mandatory statutory provisions;

6.3 reverse engineer, decompile or disassemble the software. Your statutory rights under Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected, in particular the right to decompile in order to establish interoperability with other programs under the conditions set out therein;

6.4 remove or alter any indications of origin, copyright notices or trade marks from the software or from the overlays it generates;

6.5 address the software or our servers by automated means in a manner going beyond intended use, for example by scripts generating bulk requests or by circumventing usage limits;

6.6 use the software to violate applicable law, to infringe the rights of third parties or to breach the terms of use of the platforms you use;

6.7 distribute content via the software that is unlawful, abusive, harmful to minors or constitutes malware.

7. Your own content

7.1 You retain all rights to the content you bring into StreamTik, to uploaded images and sounds as well as to the overlays and configurations you create with them.

7.2 You grant us only those rights to that content which we technically require in order to provide the service to you: to store it, reproduce it, deliver it to your streaming software and cache it for you. This right is limited to the operation of the service, is non-transferable and ends when the content is deleted.

7.3 We do not use your content for our own advertising, do not pass it on to third parties and do not exploit it in any other way.

7.4 You warrant that you hold the necessary rights to all content you bring in. This concerns in particular music, sound files, images, fonts and graphics that you did not create yourself.

8. Your data after the contract ends

8.1 After your subscription ends, your configurations and uploaded files remain stored for as long as your account exists, so that you can continue working if you return.

8.2 We reserve the right to delete your configurations and uploaded files once your subscription has been ended for at least 90 days. No fixed deletion period is promised by this; after any such deletion, recovery is no longer possible.

8.3 Before any such deletion we will notify you in good time by email to your account address.

8.4 If you delete your account yourself, your configurations and uploaded files are deleted immediately, without this reservation.

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8.5 Statutory retention obligations remain unaffected. They do not concern your configurations, but rather items such as invoices and records of consent.

9. Third-party platforms and programs

9.1 StreamTik interacts with services and programs that do not originate from us, in particular with TikTok, with streaming programs such as OBS Studio and TikTok Live Studio, with Discord and, insofar as you use the corresponding functions, with the respective game a StreamTik mod is used for.

9.2 We have no business relationship with these providers. Their names and trade marks are used solely descriptively in order to indicate compatibility. There is no partnership, no endorsement and no cooperation. StreamTik is an independent offering of StreamTik Interactive UG (haftungsbeschränkt) and is neither part of TikTok nor operated, endorsed or authorised by TikTok. TikTok is a trademark of its respective owner.

9.3 Use of these services is subject to their own terms. Complying with those terms is your responsibility. If such a provider changes its interfaces, its terms or its functional scope, this may limit or terminate the usability of individual StreamTik functions.

9.4 We have no influence over such changes and do not owe that any particular third-party platform continues to be operated or leaves its interfaces unchanged. Your statutory rights, in particular consumers' rights in respect of defects in digital products, remain unaffected.

9.5 The following applies to the interaction with TikTok:

- If TikTok or TikTok LIVE is wholly or partly unavailable, the functions that require events from TikTok LIVE are not available for that period; functions that do not depend on it remain usable.
- If TikTok or another provider through which the connection to TikTok is established changes its interfaces or technical procedures, we adapt the software as part of the updates under Clause 10.1, insofar as this is technically and legally possible.
- If TikTok suspends or restricts your TikTok account or LIVE access, this is outside our control; your subscription continues unchanged and may be terminated in accordance with Section 6 of the General Terms and Conditions.
- If TikTok redesigns or discontinues its own functions, any adaptation this requires is governed by Clause 10.1; where we, on that occasion, ourselves change the software beyond that, Clause 10.3 and Section 11 of the General Terms and Conditions apply.
- We are responsible under these Licence Terms, the General Terms and Conditions and the statutory provisions for our own software, namely the launcher, overlay editor, games, mods and tools, including where it processes events from TikTok LIVE.
- The same applies to our own server-side services, in particular the account, licence verification, storage of configurations and forwarding of live events; service providers engaged by us, such as the operator of the cloud infrastructure, are not third-party platforms within the meaning of this Section and Clause 12.3.

Your statutory rights, in particular consumers' rights in respect of defects, and Clause 14 remain unaffected.

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10. Updates and changes to the software

10.1 During the term of the contract we provide updates that are necessary to maintain conformity with the contract, including security updates, and inform you about them. Your statutory rights to updates for digital products under Sections 327e et seq. of the German Civil Code (BGB) remain unaffected.

10.2 The launcher may download and install updates automatically. If you do not install an update that has been provided, usability may be impaired; we will inform you of the consequences. If you are a consumer and do not install an update provided within a reasonable period, Section 327f(2) BGB applies.

10.3 Changes to the software and its functions that go beyond the updates necessary to maintain conformity under Clause 10.1 are made by us only under the conditions set out for changes to digital products in Section 11 of the General Terms and Conditions and within the statutory provisions, in particular Section 327r of the German Civil Code (BGB). Under those rules, such a change requires that the contract grants us the option to make it and states the compelling reasons for doing so, that a compelling reason of that kind exists for the specific change, that the change gives rise to no additional costs for you, and that we inform you clearly and comprehensibly about the characteristics of the change, when it takes effect and your rights. Where the change impairs your access to the software or its usability to more than an insignificant extent, we will inform you in text form at least 30 days beforehand, and you may terminate the contract free of charge within 30 days; that period begins when the information is received, or, where the change is made after that, at the time of the change. Such termination is excluded only where the impairment is insignificant or where your access to the unchanged software and its usability are maintained without additional costs. These conditions are governed in full and authoritatively by Section 11 of the General Terms and Conditions; in the event of a conflict between the two texts, the General Terms and Conditions prevail under Clause 1.2.

10.4 Where we must act without undue delay in order to maintain the conformity of the software, to avert an acute security risk or to comply with a mandatory legal requirement, we may implement the measure required for that purpose without the period under Clause 10.3, and we will inform you as early as reasonably possible in the circumstances. Your rights under Clause 10.3 remain unaffected. Where a function ceases to be available solely because a third party changes or discontinues its interfaces, its terms or its service, Clause 9.4 applies.

11. Preview and test functions

11.1 Individual functions may be expressly marked as preview, beta or test. Such functions are not yet mature, may be changed or discontinued at any time and are not available as contractually owed performance. Functions marked as preview or beta do not form part of the contractually owed scope if they are marked as such at the time the contract is concluded; your statutory rights remain unaffected.

11.2 We recommend that you do not use preview functions in a stream where you must be able to rely on them working.

12. Availability

12.1 We endeavour to achieve high availability of the server-side services, but, beyond the statutory requirements,

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do not owe any particular availability rate unless expressly agreed otherwise.

12.2 Where possible we will announce maintenance work in advance and schedule it for off-peak times. In the case of urgent security measures, advance notice is not always possible.

12.3 Matters outside our area of responsibility include in particular your internet connection, your hardware, your operating system, your streaming software and disruptions at third-party platforms.

13. Rights in respect of defects

13.1 The statutory rights in respect of defects apply. Claims for damages are governed by Section 14.

13.2 If you are a consumer, the special provisions of Sections 327 et seq. BGB apply to digital products, in particular regarding the update obligation and your rights in respect of defects; these licence terms do not restrict them.

13.3 Please report defects via our support. Such a report is not a precondition for your rights, but it helps us to help you quickly.

14. Liability

14.1 We are liable without limitation

- for intent and gross negligence, including that of our legal representatives and vicarious agents,
- for injury to life, body or health,
- for fraudulent concealment of a defect,
- to the extent of a guarantee assumed by us,
- under the German Product Liability Act.

14.2 In cases of simple negligence we are liable only if we breach a material contractual obligation, that is an obligation 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 our liability is limited to the foreseeable damage typical for this type of contract.

14.3 Any further liability is excluded to the extent that mandatory law does not provide otherwise.

14.4 The above limitations also apply in favour of our legal representatives, employees and vicarious agents.

14.5 Please back up your locally stored configurations and your own files regularly yourself. We are liable for the loss of such data only to the extent that such loss would also have occurred had you carried out proper, regular data backups. This does not apply in the cases set out in Clause 14.1, in particular not in the event of intent, gross negligence or injury to life, body or health.

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15. Suspension and termination for cause

15.1 If you materially breach Section 6, we may temporarily suspend your access. We will inform you of the suspension and its reason and give you the opportunity to comment, unless overriding reasons prevent this.

15.2 The suspension is limited to what is necessary and will be lifted as soon as the reason for it has ceased to apply.

15.3 The right of either party to terminate for cause remains unaffected.

15.4 In the case of an unjustified suspension for which we are responsible, we will refund the pro rata fee for the period of suspension.

16. Changes to these Licence Terms

16.1 For new contracts, the version of these Licence Terms provided during the ordering process applies. For existing contractual relationships we may amend these Licence Terms where there is an objective reason to do so. An objective reason is solely a change in the legal situation, in case law, in our range of services or in the technology used.

16.2 For existing contractual relationships we distinguish three categories of amendment: Category A (editorial amendments and amendments required by mandatory law), Category B (changes to the software and the StreamTik Products) and Category C (all other amendments to these Licence Terms). We state in the notice of amendment which category we rely on.

16.3 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 your favour. We implement such amendments, after prior information in text form, on the date stated in that information; separate consent is not required for this. Category A is limited to amendments that do not worsen your rights and that leave the main service, the price, the contract term and your obligations untouched. Where directly applicable law requires an amendment to be implemented at an earlier date, we implement it at the date required by law and inform you about it as early as possible.

16.4 Category B: changes to the software and the StreamTik Products. Changes to the scope, the functions or the technology are governed by Clause 10.3 of these Licence Terms, by Section 11 of the General Terms and Conditions 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 you and must be communicated to you clearly and comprehensibly. Where it impairs your access or the usability to more than an insignificant extent, we will inform you in advance in text form; your right to terminate the contract free of charge on that ground within 30 days of receiving that information remains unaffected.

16.5 Category C: all other amendments to these Licence Terms. These include in particular amendments to the

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main service, to the price and other consideration, to the contract term or to the cancellation rules, to material rights of use, and amendments that impose substantial additional obligations on you or restrict your rights to more than an insignificant extent.

16.6 The following applies to Category C: your silence is not deemed consent. Such an amendment takes effect for an existing contractual relationship only if you expressly consent to it in text form. If you do not consent or do not reply, the previous Licence Terms continue to apply unchanged for you. We do not terminate the contract merely because you have not consented to a Category C amendment.

16.7 We will inform you 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 you can consent, by when you can do so, and that the previous Licence Terms continue to apply for you without that consent. Please send your declarations concerning an amendment in text form to support@streamtikgames.com.

16.8 The rights of both parties to terminate remain unaffected; the General Terms and Conditions govern ordinary cancellation and Clause 15.3 governs termination for cause. Mandatory statutory rights, in particular consumer rights, remain unaffected.

17. Final provisions

17.1 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods. If you are a consumer with habitual residence in another state, the mandatory consumer protection provisions of that state remain unaffected.

17.2 If you are a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is Obertaufkirchen. For consumers, the statutory places of jurisdiction apply.

17.3 The language of the contract is German. The English version of these Licence Terms serves solely to aid comprehension; in the event of discrepancies, the German version prevails unless mandatory law provides otherwise.

17.4 We may transfer our rights and obligations under this contract to a third party if this does not jeopardise the performance of the contract. We will notify you of the transfer in advance in text form; in that case you may terminate the contract free of charge within 30 days.

17.5 We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

Provider

StreamTik Interactive UG (haftungsbeschränkt)

Business address:

Ludwig-Erhard-Straße 18

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Email: support@streamtikgames.com

Register court: Amtsgericht Traunstein (Local Court of Traunstein)

Registration number: HRB 35690

Managing Director: Nico Setz

Competent supervisory authority for the provision of audiovisual media services:

Bayerische Landeszentrale für neue Medien (BLM), Heinrich-Lübke-Straße 27, 81737 München, Germany