

End User Licence Agreement (EULA) — version 1.3

Archived version, unchangeable · <https://streamtik.io/eula/1.3/>

StreamTik End User Licence Agreement

Version 1.3 · As of September 20, 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 is the provider named at the end of this document ("we", "us").

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.

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 applicable from

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time to time 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 The right of use applies to you personally, or to the company in whose name the account is held. It 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 and devices

4.1 Use of the software requires an account and a licence key. Both are personal to you.

4.2 You may activate the software on up to two devices at the same time, unless your plan provides otherwise. Changing devices is possible; you can reset the device binding yourself in your StreamTik account for this.

4.3 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 persons require additional licences.

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

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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 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

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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 initially remain stored so that you can continue working if you return.

8.2 90 days after the end of the subscription we will permanently delete your configurations and uploaded files. Recovery is no longer possible thereafter.

8.3 We will notify you of the deletion in good time beforehand by email to your account address.

8.4 If you delete your account yourself, deletion takes place immediately and without this period.

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 Minecraft.

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.

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 the continued availability or compatibility of any particular third-party platform. If such a change results in a material part of the contractually owed performance being permanently lost, the statutory provisions apply, in particular your rights in respect of defects in digital products.

10. Updates and changes to the software

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10.1 During the term of the contract we provide updates that are necessary for contractual operation, including security updates. 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.

10.3 We may further develop the software, change individual functions and add new ones. If a material function that is recognisably significant to you is thereby restricted or removed, we will inform you in advance in text form. If the change impairs your use to more than an insignificant extent, you may terminate the contract free of charge within 30 days of receiving that information.

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.

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 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. We neither exclude nor limit them.

13.2 For digital products, the special provisions of Sections 327 et seq. BGB apply, in particular regarding the update obligation and your rights in respect of defects.

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.

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14. Liability

14.1 We are liable without limitation

- for intent and gross negligence,
- 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.

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

14.5 Please back up your configurations and your own files regularly yourself. We are liable for the loss of data only to the extent that such loss would also have occurred had you carried out proper, regular data backups.

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 We may amend these Licence Terms where there is an objective reason to do so, for example a change in the legal situation, in case law, in our range of services or in the technology used.

16.2 We will notify you of the amendment in text form at least 30 days before it takes effect, indicating the

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amended passages, the date on which it takes effect and your right to object, as well as the fact that your silence is deemed consent.

16.3 If you do not object before the amendment takes effect, it is deemed accepted. Please send your objection in text form to support@streamtikgames.com. If you object, the previous terms continue to apply; in that case we may terminate the contract with ordinary notice at the next permissible date.

16.4 Amendments affecting the balance between performance and consideration cannot be made in this way.

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 our registered office. 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.

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) i.G.

Business address:

Ludwig-Erhard-Straße 18

20459 Hamburg

Germany

Telephone: +49 40 696328495

Email: support@streamtikgames.com

Register court: Amtsgericht Traunstein (Local Court of Traunstein)

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Registration number: [INSERT REGISTRATION NUMBER ONCE REGISTRATION HAS BEEN COMPLETED]

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