End-User License Agreement

of BBIT-Solutions UG (entrepreneurial company, limited liability)

Article 1 - Scope

1.1.) The business relationship between BBIT-Solutions UG (entrepreneurial company, limited liability), Bergstr. 38 in 89143 Blaubeuren, hereinafter referred to as BBIT-Solutions, and the customer or user, hereinafter referred to as customer, with respect to the offers of BBIT-Solutions shall be based exclusively on the effective version of the End-User License Agreement below at the time of placing the order.

1.2.) This End-User License Agreement is an integral part of all contracts entered into with BBIT-Solutions unless otherwise agreed.

1.3.) Any differing terms and conditions of the customer, as well as any amendments or additions to this End-User License Agreement shall only become effective if they have been accepted by BBIT-Solutions in writing.

1.4.) BBIT-Solutions is entitled to amend the terms of this End-User License Agreement at any time with effect for the future. The relevant amended End-User License Agreement shall be published on the website of BBIT-Solutions and must be accepted by the customer when placing an order.

Article 2 – Subject Matter of the Agreement and Conclusion of Agreement

2.1.) BBIT-Solutions provides mobile apps in the form of games or other software.

2.2.) The offers of BBIT-Solutions shall be made available via various online stores, such as Google Play store and the app stores by Apple or Windows. In these cases, the contracts with the customer shall be implemented via the relevant store pursuant to the store's general terms and conditions. The general terms and conditions of the store providers shall be effective in addition to this End-User License Agreement. In all cases, BBIT-Solutions shall be the customer's contractual partner.

2.3.) BBIT-Solutions shall grant the customer the opportunity to purchase the software on offer and to download it to the customer's end device, provided it is supported by BBIT-Solutions. To do so, the customer shall select an offer by BBIT-Solutions in the respective app store and select the relevant payment methods to implement the contract.

The price of the selected service offering by BBIT-Solutions shall be displayed immediately. If and when a certain payment method has been selected, the customer must also specify his/her address and bank details, such as his/her full name, address, PayPal account, credit card number or bank details. The respective details entered by the customer shall then be shown in a summary before completing the purchase. By clicking the "Buy" button, the customer places a legally binding order. Subsequently, the customer shall receive an e-mail automatically sent by the app store to confirm the order.

Article 3 – Services Rendered by BBIT-Solutions

3.1.) The software downloads offered by BBIT-Solutions in the respective app stores are protected by copyright and trademark law. Downloading the offers of BBIT-Solutions requires the installation of a relevant software on the customer's end device. The customer shall be entitled to use the offer of BBIT-Solutions solely to the extent described in each case. This description may arise from this End-User License Agreement or from the direct offer description in the app store.

3.2.) BBIT-Solutions shall grant the customer the ordinary, non-transferrable right to use the software offer for his/her private purposes on his/her end device.

3.3.) The customer is not entitled to duplicate the downloaded software or to store it on external data storage media. In particular, they are prohibited from passing on the games to third parties or offering them on the Internet, or to – gratuitously or non-gratuitously – distribute them on other networks, to modify them, to make them available, to exchange them and/or use or exploit them commercially. Furthermore, the processing, decompilation and disassembly of the software is forbidden.

3.4.) BBIT-Solutions explicitly reserves the right to remove the respective software offers from the complete offer of BBIT-Solutions in the case of expiring rights or for other reasons, without prior notice.

Article 4 – Compensation for Services Rendered

4.1.) Unless otherwise agreed between the Parties, the fees shall be payable upon purchase of the software in the respective app store either in advance or at the time of the download.

4.2.) The prices that are effective at the time of placing the order, in particular those specified in the app store on that day, shall be applicable.

4.3.) All prices of BBIT-Solutions include the effective statutory sales tax (VAT).

4.4.) BBIT-Solutions shall not pay for any of the customer's fees for accessing the Internet in order to use the offer of BBIT-Solutions.

4.5.) If external fees or costs are incurred with various payment service providers to be selected by the customer, these shall not be included in the price of BBIT-Solutions listed in the relevant app store. If the customer is going to incur further fees or costs, which arise from BBIT-Solutions, the latter shall explicitly advise the customer of this. The customer shall have the opportunity to change the payment service provider in the app store before completing the payment process. BBIT-Solutions has no direct influence on the fees or costs charged by the relevant payment service provider. Please contact your selected payment service provider directly in this respect.

4.6.) With regard to the respective payment arrangements, the customer shall ensure that the data he/she has entered is up-to-date and complete at all times. The customer shall bear the costs for all and any cancelations or return debits he/she is responsible for, for instance within the context of insufficient bank account funds relating to BBIT-Solutions.

Article 5 Right of Withdrawal/Cancelation Policy

If the customer is a consumer, in other words a natural person who is concluding a legal transaction for a purpose that can be attributed neither to his/her commercial nor professional activity, then the customer shall have the right of withdrawal pursuant to the statutory provisions; the customer shall be informed of the existence/non-existence of this right of withdrawal during the ordering process and as detailed in the text below.

Cancelation Policy

Right of withdrawal

You shall have the right to withdraw from this agreement within 14 days without stating a reason.

The cancelation period shall be 14 days with effect from the date of entering into the agreement.

In order to exercise your right of withdrawal, you must inform us, BBIT-Solutions UG (entrepreneurial company, limited liability), Bergstr. 38 in 89143 Blaubeuren, telephone: 07344/179196, e-mail: bbit-solutions@web.de of your decision to withdraw from this agreement, by means of an explicit declaration (e.g. a letter sent by mail or an e-mail).

To this end, you may use the cancelation form template provided; however, this is not mandatory. To meet the cancelation deadline, it shall suffice if you send the notification exercising your right of withdrawal prior to the expiration of the cancelation deadline.

Consequences of withdrawal

If you withdraw from this contract, we shall have to pay back all payments we have received from you, including the delivery cost (with the exception of any additional costs arising if you have selected a type of delivery that is different from the lowest-priced standard delivery offered by us), without delay and within 14 days of the date on which we received the notification of your withdrawal from this contract. For this repayment we shall use the same payment method that you used for the original transaction, unless explicitly agreed with you otherwise; in no case shall we charge you a fee for such repayment.

End of the cancelation policy

Special instructions regarding premature expiration of the right of withdrawal

Your right of withdrawal shall expire prematurely if the service provision commenced prior to the expiration of the cancelation period, after you had given your explicit consent to this and after you had noted that as a result, you would lose your right of withdrawal upon commencement of the service.

Article 6 Offsetting/Right of Retention

6.1.) The customer shall be entitled to offset claims by BBIT-Solutions only if the respective counterclaims have been accepted by BBIT-Solutions, are indisputable or have been established as final and absolute.

6.2.) The customer shall only be entitled to exercise their right of retention if the claims are based on the same contractual relationship.

Article 7 Warranty

7.1.) If the software downloaded via the respective app store is defective, the customer shall be entitled to the effective statutory warranty claims. Unless otherwise provided in this End-User License Agreement, further claims, irrespective of their legal basis, shall be excluded.
In particular, BBIT-Solutions shall not be held liable for any damage that has not occurred on the downloaded game as the article of sale itself, as well as for any resulting loss of profit or for other financial losses of the customer.

7.2.) BBIT-Solutions would like to point out that it shall, in particular, not provide a warranty that the software offered will be retrievable at all times, especially not for any delays for technical reasons that are not within the scope of responsibilities/sphere of influence of BBIT-Solutions.

7.3.) If a game purchased by the customer proves to be defective, the customer shall have the right to demand the rectification of the defect or the provision of a software free from defects within the scope of supplementary performance. However, BBIT-Solutions shall have the opportunity to make the supplementary performance conditional on the customer paying an appropriate part of the payment due, taking into account the defect. Furthermore, BBIT-Solutions may refuse the type of supplementary performance chosen by the customer, if this type is associated with disproportionately high costs and if, correspondingly, the supplementary performance can only be facilitated with a disproportionately high level of expenditure.

7.4.) In particular, the customer shall have no rights due to defects that are attributable to the customer having purchased a game that is unsuitable for his/her end device, that is to say that he/she does not have the right hardware or software for using the games produced by BBIT-Solutions.

7.5.) If, due to the influence of third-party software, it is ascertained that the customer is experiencing impairments that are not solely attributable to the operation of the software produced by BBIT-Solutions, any warranty claims of the customer shall be excluded.

Article 8 Liability

8.1.) BBIT-Solutions shall not accept any liability for the contents, functional capability, freedom from defects and legality of third-party websites that are linked by BBIT-Solutions. The offer provided by the linked site may not necessarily have been checked prior to placing the link.

8.2.) BBIT-Solutions' liability for the loss of or damage to the customer's data shall be limited to the typical expenditure for restoring such data, which may arise in spite of regular, state-of-the-art data backup.

8.3.) In particular, BBIT-Solutions shall neither be held responsible nor assume liability for any damage incurred by the customer either as a result of external influence on the customer's system, or during the data transfer from the customer to BBIT-Solutions or from BBIT-Solutions to the customer.

8.4.) The liability of BBIT-Solutions, should such liability be given irrespective of the aforementioned regulations, shall in any case be limited to damage that has been caused by BBIT-Solutions, its legal representatives or vicarious agents, either with intent or through gross negligence, or that is based on a violation of a primary duty essential to the contractual relationship. The liability for damages shall be limited to foreseeable, typically occurring damage, provided that BBIT-Solutions is not charged with intentional or grossly negligent breach of contract. This shall not affect liability due to culpable injury to life, body or mind. The same shall apply to mandatory liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz* – ProdHaftG).

8.5.) Apart from that, any liability for damages on the part of BBIT-Solutions, irrespective of its legal basis, shall be excluded.

8.6.) BBIT-Solutions only uses source code provided under the Creative Commons License (open source). Any liability on the part of BBIT-Solutions with respect to the use of a previous software version with regard to the purchase of the software from a source not officially used by BBIT-Solutions shall be explicitly excluded.

Article 9 Other Obligations of the Customer

9.1.) If a third party uses the offer of BBIT-Solutions without authorization and starts to use the offer for reasons that the customer is responsible for, then the customer shall be obliged to compensate BBIT-Solutions for any resulting costs and/or indemnity claims. This obligation shall, in particular, also apply to the customer with respect to other holders of rights.

9.2.) Furthermore, the customer shall not be authorized to impair the functional capability and/or security of the services of BBIT-Solutions in any form or shape. This includes accessing data that is not intended for the customer, as well as any attempt to bypass or impair the functional capability and/or security of the BBIT-Solutions website, its technology, software or other components. In particular, BBIT-Solutions reserves the right to open civil and criminal proceedings with regard to any violation of this kind.

Article 10 Data Protection

Please refer to the separate Privacy Policy of BBIT-Solutions, which is an integral part of this End-User License Agreement.

Article 11 Legal Notice

BBIT-Solutions UG (entrepreneurial company, limited liability), represented by its proprietor
Benjamin Bayer, Bergstr. 38 in 89143 Blaubeuren
Sales tax ID (VAT ID): DE 304 145 849
Registration court: Amtsgericht Ulm (Ulm municipal court)
Commercial register number: HRB 732758
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