

# Terms of Use

In these Terms of Use we inform you about your rights and obligations as a user of the game BaRCal (the "game"). Please read these Terms of Use and our Privacy Policy <https://www.liccal.de/en/privacy-barcal.htm> carefully. If you are underage, have your parents read them too. Save these Terms of Use and our privacy policy on <https://www.Liccal.de> and contact us at [info@Liccal.de](mailto:info@Liccal.de), if you have any questions. Before you start the game for the first time, you will be prompted by us to accept the general terms of use. Please also read our privacy policy, which you can find at <https://www.liccal.de/en/privacy-barcal.htm> or in the app under "Privacy Policy".

## 1. Parties involved and subject of these Terms of Use

These Terms of Use regulate the user relationship between you and us, Dr. Rene Schmitz, Sattelstrasse 90B, 70327 Stuttgart ("we") in relation to the use of the game. The subject of this contract is the paid use of the software we offer under the name BaRCal for Android services (hereinafter "BaRCal").

## 2. Description of services / rights of use

### 2.1.

The app is offered in English only.

### 2.2.

We basically enable you to participate in the game by providing the game via Google Play Store and Apple's App Store. For this you will be provided with the simple, non-sub licensable, non-transferable, revocable at any time, for the term of our contract of use and in accordance with these Terms of Use granted limited right to the then current version of the Game by means of telecommunications and to use them in accordance with these Terms of Use. You will not receive additional rights, in particular to the game, the software application on which the game is based or the operating software.

### 2.3.

The game is aimed exclusively at consumers. According to the legal definition, a consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor commercial attributed to its independent professional activity.

You will use the game only for your personal entertainment, for example to play with the parameters of a lithium-ion cell to experiment. You are not allowed to use the game beyond the use permitted under this Agreement (in particular, you may not use the

game as a basis for technical calculations, e.g not as a basis for the technical design and evaluation of lithium-ion cells, their cost assessment or the estimation of the required amounts of material for research purposes). The use of the game for commercial or other business purposes is expressly prohibited. You will also not allow third parties to use the game or make it accessible to third parties.

## 2.4.

As part of your use of the game, you are prohibited to:

- use the game for commercial or promotional purposes;
- use the game on more than one device at the same time;
- copy, reproduce, distribute, display or use the game in any way not expressly authorized in this agreement;
- sell, rent, license, distribute or otherwise grant the game transfer;
- reverse engineer the game, derive the source code, modify, adapt, to translate, decompile or disassemble or create derivative works based on them to create;
- use the game to infringe or violate the rights of any third party, in particular intellectual property rights (e.g. image rights);
- use the game in violation of any applicable law or regulation;
- Game abandonment, game sabotage;
- Sending spam, social engineering or attempted fraud.

## 3. Minimum age

To accept these Terms of Use and play the game without the prior consent of your legal guardians, you must be at least 14 years old. If you are not yet 14 years old, we reserve the right to condition the use the game on the approval of your legal guardians.

## 4. Accomplishment of permission for use contract

When registering via mobile apps, the accomplishment of permission for the use contract depends on the rules of the respective provider of the app store (e.g. Apple, Google etc.). Your contractual partner is the provider of the app stores. There is no contractual relationship between us and you. As a rule, the contract comes about when you click on the install field in the respective store and, if necessary, your enter password.

## 5. Liability

Since we are not your contractual partner, we assume no contractual liability. Should we nevertheless be legitimately, contractually claimed, the following shall apply rules on limitation of liability: Regardless of the legal basis, we are liable for damage due to intent and gross negligence or the lack of a guaranteed property is generally unlimited. If we transgress one essential contractual obligation with slight negligence, our liability is on the typical, foreseeable damage limited.

An essential contractual obligation is any obligation that is necessary for the performance of contractual purposes, and on the fulfillment of which you, as a consumer, can or could have relied. Our liability in the event of injury to life, limb or health for which we are responsible remains unaffected by the aforementioned restrictions. For the rest, our liability is excluded. To the extent that our liability is excluded or limited, the exclusion or limitation shall apply restriction also in favor of our employees and agents. Claims under the Product Liability Act remain unaffected by the aforementioned liability exclusions or -restrictions.

## **6. Privacy**

We process your personal data in accordance with applicable law, as set out in our privacy policy <https://www.liccal.de/en/privacy-barcal.htm>. The Privacy Policy is available within the app at any time.

## **7. Storage of these Terms of Use**

You can access these conditions at <https://www.liccal.de/en/termsfuse-barcal.htm> and save them.

## **8. Changes**

We reserve the right to agree supplementary conditions. We are entitled to this Terms of Use to change six weeks in advance. You will be notified of the change upon opening the app informed and asked to accept the changed terms of use.

## **9. Applicable Law, venue and contract language**

Only German law applies between the parties, excluding the UN Sales Convention (CISG). In business transactions with consumers within the European Union, the law can also be applicable at the consumer's place of residence, provided they are mandatory consumer law provisions.

If you do not have a general place of jurisdiction in Germany or in another EU member state, you move your permanent residence to a country outside the EU after accepting

these Terms of Use or your domicile or usual place of residence is not known at the time of filing of action, the exclusive place of jurisdiction for all disputes arising from this contract is our place of business.

## 10. Vendor Information

Dr. René Schmitz  
Sattelstr. 90B  
70327 Stuttgart  
Germany

## 11. Revocation

If you conclude a contract with the app store operator, you have a right of withdrawal. In the event of a revocation contact the App Store provider.

If we are legitimately used as a contractual partner instead of the app store operator the following regulations on revocation apply:

### Right of withdrawal

If you conclude a usage contract with us, you are entitled to the following right of withdrawal. You have the right to withdraw from the contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract was concluded.

In order to exercise your right of withdrawal, you must tell us:

Dr. Rene Schmitz  
Sattelstrasse 90B  
70327 Stuttgart  
Germany  
[info@Liccald.de](mailto:info@Liccald.de)

by means of a clear statement (e.g. a letter sent by post or e-mail) about your informed decision to withdraw from the contract. You can use the attached specimen form for this, but it is not mandatory. If you make use of this possibility, we will immediately send you (e.g. by e-mail) a confirmation of the receipt of a submission of such revocation. To meet the cancellation deadline, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

### Consequences of revocation

If you revoke the contract, we have all payments that we have received from you, including delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day

on which the notification of we have received your cancellation of the contract. For this refund we use the same means of payment that you used in the original transaction, unless it was with you expressly agreed otherwise; under no circumstances will you be charged any fees for this repayment calculated. If you have requested that the services should begin during the cancellation period, you have given us one reasonable amount, which is proportionate to the date on which you notify us of the exercise of the right of withdrawal with regard to this contract, services already provided in the compared to the total scope of the services provided for in the contract.

End of revocation

Expiration of the right of revocation.

The right of revocation also expires in the case of a contract for the provision of services if we have rendered the service in full and have only just begun to perform the service, after you have given your express consent and at the same time your knowledge of it have confirmed that you will lose your right of withdrawal if we have completely fulfilled the contract. The right of withdrawal expires in the case of a contract for the delivery of non-physical digital content on the data carrier even if we have started to execute the contract after you have given your express consent and at the same time your knowledge have confirmed that you will lose your right of withdrawal once the contract has started to be executed.

Specimen form for your revocation:

If you want to revoke the contract, please fill out this form and send it back to:

Dr Rene Schmitz  
Sattelstrasse 90B  
70327 Stuttgart  
Germany  
[info@Liccal.de](mailto:info@Liccal.de)

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

Ordered/received on (\*)

Name of consumer(s) Address of consumer(s)

E-mail address of the consumer (Google Play/App Store user account)

Signature of consumer(s) Date

(\*) Cross out what is not applicable