

# Terms of Service

## Megavoid Studios GmbH

### § 1 Applicability to entrepreneurs and definitions of terms

The following General Terms and Conditions apply to all contracts between us and a consumer in the version valid at the time of the purchase of the subscription.

A consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity (§ 13 BGB).

### § 2 Conclusion of a contract, storage of the text of the contract

(1) The following regulations on the conclusion of a contract apply to the conclusion of subscriptions and purchases via our website <https://portal.infinite-realms.app>.

(2) In the event of the conclusion of a contract, the contract is concluded with

**Megavoid Studios GmbH**

Nina Marcus und Jessika Marion Knehans

Auf der Alm 17

D-59192 Bergkamen

Registernummer HRB 10615

Registergericht Hamm

(3) The presentation of the software on our website does not constitute a legally binding contractual offer on our part, but is only a non-binding invitation to the consumer to purchase goods or to conclude a subscription. By purchasing the desired subscription, the consumer submits a binding offer to conclude a purchase contract.

(4) Upon receipt of an order on our website, the following provisions shall apply: The consumer makes a binding offer to enter into a contract by successfully completing the order procedure provided on our website.

The purchase is made in the following steps:

- 1) Selection of the desired subscription model
- 2) Confirmation of the terms and conditions
- 3) Forwarding to the payment service provider Stripe
- 4) Payment process at Stripe
- 5) Automatic transfer of subscription data from Stripe to Megavoid Studios GmbH

The consumer can cancel the order process by pressing the "back" button included in the Stripe portal before bindingly submitting the order. We confirm receipt of the order immediately by displaying the purchased subscription on the website. By this we accept your order.

(5) You can also view this terms at any time at <https://infinite-realms.app/terms>. Your payment data will not be stored by us. However, you can check the current status of your subscription at any time via the User Portal.

### **§ 3 Prices, payment, due date, invoice**

- (1) The sales tax will be shown before the conclusion of the purchase.
- (2) The consumer has the option of payment by credit card, Apple Pay and Google Pay.
- (3) The payment is due immediately.
- (4) The invoice is available as a PDF document on the website <https://portal.infinite-realms.app>.

### **§ 4 Validity, term, notice periods**

- (1) After payment has been completed, you will immediately receive access to the subscription you have purchased.
- (2) The term of the Champion and Hero subscription models is either one week, one month or one year. The Champion and Hero models are automatically extended by a the selected term if no notice of cancellation is given. The term always begins with the booking and is 7 days, or to the day 1 month or 1 year.
- (3) Cancellation is possible at any time at the end of the current subscription period. A refund of already paid fees will not be made, unless the processing is delayed and a debit for the next month has already been made.
- (4) It is possible to change the subscription model at any time. This can be done independently in the User Portal.
- (5) In the event of a change of subscription model, any contributions already paid will be offset.

### **§ 5 Retention of title**

We retain ownership of the goods until full payment of the purchase price.

### **§ 6 Right of withdrawal of the customer as a consumer**

If the consumer has purchased a product or service online or outside a store (by phone, mail, or from a door-to-door salesperson), the consumer has the right under EU regulations to withdraw from the purchase and cancel the order within 14 days without giving any reason.

#### **Waiver of the right of withdrawal**

Conclusion of the subscription with Megavoid Studios GmbH is possible for the consumer only if the consumer waives his right, guaranteed by the EU, to cancel a purchase made online within 14 days.

This is expressly provided for as an exception for the purchase of purely digital services such as online subscriptions by the EU regulations.

## **§ 7 Warranty**

The statutory warranty provisions under German law shall apply.

## **§ 8 Contractual language and place of jurisdiction**

- (1) German shall be the sole contractual language. For better comprehensibility, these Terms and Conditions are also offered in English.
- (2) The place of jurisdiction is Hamm, Germany.

## **§ 9 Severability clause**

- (1) Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected.
- (2) The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which most closely approximate the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.