

Terms of Service ("Terms")

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Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the Crash Course Ex mobile application (the "Service") operated by Ideal Theta UG(haftungsbeschränkt) ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms or are suspected to have broken them by us.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Results of that may be that you lose any benefits, earned or purchased virtual items associated with your use of the service without any compensation from us for your losses.

We reserve the right to stop supporting and/or offering the service or any part of it at any point. Then your right to use the service or part of the service will be automatically terminated. In such an event, Ideal Theta UG(haftungsbeschränkt) shall not be required to provide refunds or any other kind of compensation to users in connection with these terminated services.

You may terminate your account at any point by following [this guide](#)

Use of the Service

For your compliance with these Terms of Service, you shall receive a revocable, limited, non-exclusive, untransferable right to access and use the service for your own non-commercial purpose. By using the service you agree to not use the service for any other purposes.

You take full liability for any unauthorized use of the service by underages. You are also responsible for all uses of any of your payment instruments by underages.

You are not allowed to sell, rent, purchase, or give away your account. You are not allowed to use the service when you were previously banned from playing any of our games.

We reserve the right to ban or reclaim any username at any point for any reason.

Limitations of use of the Service

Any violation of these Limitations of use is forbidden and may result in immediate cancellation of your right to use the service and can make you liable for violations of law. You agree that you must not, under any circumstances:

- use or take part in the use of cheats, automation software, exploits, bots, hacks or any other third-party software designed to interfere with the service
- use any method to obtain information from the service which is not expressly permitted by us
- modify any file that is part of the service without our written consent
- make inappropriate use of our support services
- act in any manner that could negatively affect other users' experience
- attempt, advocate or provoke abuse, harassment or harm to another person, group, or institution including us and our employees

Ownership

All rights, titles and interests in and to the service including but not limited to any games, computer code, themes, objects, characters, stories, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, moral rights, recordings of games played using our game client, all of the content that appears in our service, and our game client are owned or licensed by us. We reserve all rights, including but without limitation all intellectual property rights and any other proprietary right in connection with our service.

Ownership Accounts

Notwithstanding anything to the contrary herein you acknowledge and agree that you shall not have any ownership or other property interest in the account and further accept that all rights in and to that account are owned by and inure to the benefit of us.

Purchase Terms

In the service you may purchase with "real-world" money a limited, personal, non-transferable, non-sublicensable, revocable license to use one or multiple of the following "virtual items":

- virtual currencies, including but not limited to virtual cash or coins, all for use in our games
- virtual in-game items, content or features
- other goods or services

You are only allowed to buy virtual items from us or our authorized partners through the service, and not in any other way. We may manage, regulate, modify, or eliminate virtual items at any point, with or without notice. Ideal Theta is under no obligation to compensate you for any possible losses or results through these changes.

All purchases/redemptions of virtual items in the service are final and non-refundable.

You accept that the provision of virtual items for use in the services is a process that commences immediately upon purchase. Therefore you lose any right to cancellation once the process has commenced.

You agree to pay all fees and applicable taxes incurred by you or any person that uses an account that is registered to you. We are allowed to reconsider the pricing of virtual items offered through our service and therefore change it at any point. You accept that Ideal Theta has no obligation to provide a refund for any reason and that you will not receive money or other compensation for unused virtual items when an account is closed for any reason, by you or us.

Updates to the Service

Ideal Theta may require you to accept updates to the service. You acknowledge and agree that we may update our services with or without notifying you. It may become necessary, at any point, that you update third-party software in order to receive the service.

Disclaimer of Warranties

The service is provided on an "as is" and "as available" basis for your use. There are no warranties of any kind, expressed or implied, including without limitation warranties on merchantability, fitness for a particular purpose or device and those warranties arising from course of dealing or usage of trade. We do not warrant that our service will be available for your access or use at any time and at any location, nor do we warrant that the service will be uninterrupted or error free, that defects of the service will be corrected nor that the service is free of viruses or other harmful components.

Some Jurisdictions are not allowing special kinds of exclusions from certain warranties. Therefore some of the disclaimers may not apply to you.

Limitations of Liability

To the maximum extent permitted by law, Ideal Theta UG(haftungsbeschränkt) shall not be liable to you for any harm or damages of any incidental, indirect, consequential, special, or other similar nature. Including but not limited to business interruption or any losses of:

- revenue
- profits
- data

We shall not be liable to you for more than the amount you have paid to Ideal Theta UG(haftungsbeschränkt) in accordance with these terms of service in the six months preceding the date on which you first assert a claim. You also accept that your sole remedy, if you have not paid anything to Ideal Theta in that time period, is to stop using the service and/or to terminate your account.

These terms are not meant to affect the statutory rights of any consumer nor restrict or exclude Ideal Theta UG(haftungsbeschränkt) from any liability resulting from gross negligence or willful misconduct, or for death or personal injury arising from any fraud or negligence of Ideal Theta.

Furthermore, you agree to compensate, defend and hold Ideal Theta UG(haftungsbeschränkt) and its associates harmless from any claim, demand, damages or other losses including reasonable attorneys' fees,

asserted by any third party resulting from your use of our service or from any breach of compliance to this terms of service by you.

Informal Dispute Resolution

You accept that you must try to first informally resolve any dispute directly with Ideal Theta UG(haftungsbeschränkt) for at least thirty days before you take further measures. This informal dispute resolution process starts as soon as you give us written notice about the dispute through ideal.theta.questions.and.help@gmail.com.

Severability

You and Ideal Theta UG(haftungsbeschränkt) agree that if any portion of any of Ideal Theta's policies or terms of service shall be found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such portion shall be ineffective solely to this jurisdiction and solely to the extent of such determination of invalidity or unenforceability, but without affecting the validity or enforceability of any other of the remaining provisions of the terms which shall remain to be fully in force and effect.

Further Policies

We may publish additional Policies and terms for specific services or parts of services. Your right to use these specific services is then subject to those specific policies and terms as well as these terms of service.

Waivers

Should we fail to require or enforce strict fulfillment by you of any portion of these terms of service or any other of Ideal Theta's policies including but not limited to our [privacy policy](#) or failure to act upon any rights under them shall not be seen as a waiver or relinquishment of our right to assert or rely upon any such provision or right in that or any other instance.

Links To Other Web Sites

Our Service may contain links to third-party websites or services that are not owned or controlled by Ideal Theta UG(haftungsbeschränkt).

Ideal Theta UG(haftungsbeschränkt) has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Ideal Theta UG(haftungsbeschränkt) shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. If you do not agree at any time to any part of the then-recent version of either the Terms of Service or the Privacy Policy of us, your right to use the service shall expire at once, and you have to stop using the service.

Notices

We may notify you via postings in our game or any other means to communicate with you that you have provided to us.

Forces

Ideal Theta UG(haftungsbeschränkt) is not liable for any delay or failure to perform which is a consequence of forces that are outside of Ideal Theta's control including but without limitation war, terrorism, riots, embargoes, acts of civil or military authorities, fire, flood, blizzards, sun flares, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Contact Us

If you have any questions about these Terms, please contact us at ideal.theta.questions.and.help@gmail.com.