Terms and Conditions - starc. App

Status: 11.05.2026

1. Scope

1.1. These Terms and Conditions ("**Terms**") govern your use of the mobile application "starc.", which is operated by NextGen Wealth Labs GmbH, Wörther Str. 21, 10405 Berlin, Germany, registered with the Amtsgericht Charlottenburg (Berlin) under HRB 280358 B ("**starc.**", "**we**", "**us**", or "**our**").

1.2. The App is currently in a Pre-Launch Phase. During this phase, it provides access to a waitlist, a referral programme, simulated (paper) trading challenges, and related community features. Use of the App is for educational, informational and simulated trading purposes only.

1.3. **starc. does not provide regulated financial services within the meaning of applicable financial regulation or other professional advice. The App does not provide real or live trading, brokerage services, investment services, or financial or investment advice. No financial instruments can be purchased or sold through the App. starc. Content, including Market Data and Challenge results, does not constitute investment advice, a recommendation, or an offer to buy or sell financial instruments. Users remain solely responsible for any decisions made outside the App.**

1.4. These Terms apply only to the App and do not apply to any third-party websites or services. By registering for or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the App. Certain Challenges may be subject to separate Challenge Rules published in the App prior to the start of the relevant Challenge; in the event of any conflict between these Terms and the Challenge Rules, the Challenge Rules shall prevail. The current version of these Terms is available within the App and at www.starcinvest.com/legal.

2. Definitions

2.1. "**Account**" means a personal user account registered within the App.

2.2. "**App**" means the "starc." mobile application for iOS and Android, including all features and services made available through it. The App is provided on an “as is” and “as available” basis. starc. does not guarantee that the App will be available at all times or free from errors. Access to the App may be limited, suspended, or interrupted at any time, in particular for maintenance or operational reasons.

2.3. "**Challenge**" means a simulated (paper) trading competition within the App, subject to the rules specified for the respective Challenge and any applicable Challenge Rules.

2.4. "**Circle**" means a group of at least two (2) Users within the App participating jointly in Challenges. Users may join one or more Circles, subject to any limitations specified in the App.

2.5. "**Claim Period**" means a period of thirty (30) days from receipt of a Prize Confirmation within which the Prize must be claimed.

2.6. "**Challenge Rules**" means the campaign-specific terms and conditions for a particular Challenge, as published by starc. within the App prior to the start of the relevant Challenge. Challenge Rules may specify, among other things, duration, Prize structure, minimum participant thresholds, and eligibility conditions. Challenge Rules do not constitute an amendment to these Terms and do not require advance notice under the Changes section.

2.7. "**Cutoff Date**" means the date on which starc. introduces live trading, brokerage, or other regulated financial services within the App, as determined by starc.

2.8. "**Early Access Promotion**" means a promotional benefit that may include early access to future trading features and/or fee incentives, subject to availability and separate terms.

2.9. "**Market Data**" means financial market data displayed in the App and sourced from third-party providers.

2.10. "**Pre-Launch Phase**" means the period during which the App does not offer live trading, brokerage, or other regulated financial services, commencing on the date of first availability of the App and ending on the Cutoff Date.

2.11. "**Prize**" means any reward offered in connection with a Challenge, as described in the relevant Challenge or applicable Challenge Rules, including non-monetary benefits, vouchers, gift cards, or other items of monetary value.

2.12. "**Prize Confirmation**" means a separate written communication issued by starc. to a potential Prize winner following verification of all eligibility criteria, constituting the binding award of a Prize.

2.13. "**Referral Link**" means a personalised link assigned to a User to invite third parties to the App.

2.14. "**starc. Content**" means all content and materials made available through the App, including but not limited to all designs, text, graphics, images, videos, audio, logos, trademarks, icons, interfaces, software, algorithms, features, functionality, databases, and any other content, whether registered or unregistered.

2.15. "**User**" or "**you**" means a natural person who is at least sixteen (16) years old, located in the European Union at the time of registration and not persistently accessing the App from outside the European Union, and has created an Account. By registering, you confirm that you meet these eligibility requirements. Certain features (including Prizes) may require a minimum age of 18.

2.16. "**Waitlist**" means the queue of Users registered for potential access to future features.

2.17. "**Waitlist Position**" means a User's rank within the Waitlist.

3. Registration

3.1. Registration for the App is free of charge. Any consent to receive promotional communications is voluntary and is not a condition of registration or participation in Challenges.

3.2. Registration is available via: (a) email verification using a one-time code, (b) Apple Sign-In, or (c) Google Sign-In. Each User may create and maintain only one (1) Account. The creation or use of multiple Accounts is prohibited.

3.3. During registration, you must provide a valid email address and choose a username. You may optionally provide additional information, such as a university affiliation, for community-related features. You must ensure that all information provided is accurate, complete, and up to date. You must promptly update your information if it changes.

3.4. Your username will be visible to other Users within the App, including in profiles, Challenges, leaderboards, and Circles. Your username must not: (a) impersonate any person or entity or suggest a false affiliation; (b) contain offensive, discriminatory, or unlawful content; (c) infringe intellectual property rights, personality rights, or other rights of third parties; (d) contain references to illegal activities, gambling, or betting; or (e) be misleading or deceptive.

3.5. You are responsible for maintaining the confidentiality and security of your Account. You are responsible for all activities carried out under your Account. You must inform starc. without undue delay at hello@starcinvest.com if you become aware of any unauthorised use of your Account or any other security breach.

3.6. Registration is available to Users located in the European Union only. starc. may, without prior notice, suspend or terminate Accounts where it has reasonable grounds to believe that the User was not located in the European Union at the time of registration or is accessing the App from outside the European Union on a persistent basis.

3.7. Users must be at least sixteen (16) years old at the time of registration. If starc. becomes aware that a User has registered without meeting this requirement, the Account will be suspended and subsequently terminated without prior notice. Any data collected in connection with such an Account will be deleted in accordance with applicable data protection law.

3.8. Users who are employees, directors, or agents of starc. or its affiliates, or immediate family members of such persons, are not eligible to receive Prizes in connection with any Challenge, unless expressly stated otherwise in the applicable Challenge Rules.

3.9. starc. may, at its reasonable discretion and taking into account the legitimate interests of the User, reject, remove, block, or require the change of a username or Account at any time, in particular if (i) it violates these Terms or applicable law, (ii) information provided by the User is inaccurate or incomplete, or (iii) the security of the Account is compromised or no longer ensured. The User will be informed accordingly, unless such notification would compromise security interests.

4. Waitlist

4.1. Upon registration, you will be placed on the Waitlist and assigned a Waitlist Position. The Waitlist is a ranked queue.

4.2. The Waitlist Position determines the order in which Users may be invited to access future features of the App, including potential trading functionalities, if and when such features become available.

4.3. The Waitlist Position is dynamic and may change at any time. In particular, it may improve based on successful referrals or other User engagement, and may decline if other Users advance in the ranking. A specific Waitlist Position is not guaranteed.

4.4. The Waitlist and its ranking criteria are determined by starc. starc. may, at its reasonable discretion, adjust the ranking logic, weighting, or criteria at any time.

4.5. Subject to availability and the launch of relevant features, starc. may grant certain Users access to the Early Access Promotion. Unless otherwise specified, eligibility may depend on the Waitlist Position at the Cutoff Date. There is no entitlement to receive the Early Access Promotion.

4.6. starc. may, at its reasonable discretion, modify, suspend, or discontinue the Waitlist or the Early Access Promotion, in whole or in part, with effect for the future, in particular if (i) the launch of relevant features is delayed or cancelled, or (ii) circumstances beyond starc.'s reasonable control make implementation impracticable.

4.7. Any future real or live trading, brokerage, or financial services will be subject to separate terms and conditions. Access to such services and any related promotion is conditional upon acceptance of those terms.

5. Referral Programme

5.1. Upon registration, each User receives a personalised Referral Link that may be used to invite third parties to register for the App. There is no fixed limit on the number of referrals.

5.2. During the Pre-Launch Phase, a successful referral may improve the User's Waitlist Position. A referral is successful if the referred person creates an eligible Account. Referrals do not affect a User's eligibility for Prizes or, where applicable, a User's chances in any random Prize draw. Prize eligibility is determined exclusively in accordance with these Terms and any applicable Challenge Rules.

5.3. The impact of a referral on the Waitlist Position is determined by the referral logic applied by starc. at the relevant time. The referral logic may be modified at any time. A specific outcome or improvement is not guaranteed.

5.4. The referral programme is intended for genuine personal recommendations only. starc. may, at its reasonable discretion: (a) disregard or disqualify referrals that are fraudulent, artificial, or in breach of these Terms, including self-referrals, the use of multiple Accounts, or automated registrations; (b) reverse any Waitlist Position changes resulting from such referrals; and (c) suspend, block, or terminate the relevant Account. starc. may require Users to provide information or evidence to verify the legitimacy of referrals.

5.5. starc. may, at its reasonable discretion, modify, suspend, or discontinue the referral programme at any time with effect for the future.

5.6. starc. may introduce additional referral incentives, including monetary rewards, after the launch of further features. Such incentives, if offered, will be subject to separate terms. There is no entitlement to any such incentive.

6. Challenges

6.1. The App offers recurring Challenges that allow Users to test investment strategies using Market Data in a simulated environment. The specific parameters of each Challenge, including duration, objectives, eligible instruments, and any Prize, will be displayed in the App and, where applicable, in the Challenge Rules. Eligibility for Prizes may be subject to additional conditions, including minimum participation requirements or Circle participation.

6.2. **All trading activity within Challenges is purely simulated. No real money is used. No real financial instruments are bought or sold. No real profits or losses occur. Results achieved in Challenges do not predict or indicate any investment performance. Actual trading conditions, including pricing, liquidity, and execution, may differ significantly. Users must not rely on simulated results when making real investment decisions.**

6.3. Challenges and any associated Prizes are organised solely by starc. Third-party platform providers, including Apple Inc. and Google LLC, are neither sponsors of nor involved in any Challenge or Prize. Any claims in connection with Challenges shall be brought exclusively against starc.

6.4. Challenge results are determined by starc. in its reasonable discretion on the basis of the rules and data applied within the App. starc.'s determination is binding unless manifestly erroneous.

6.5. starc. may review Challenge results and rankings in case of suspected errors or irregularities.

6.6. In the event of a technical disruption affecting the proper conduct of a Challenge, starc. may, at its reasonable discretion, extend, suspend, restart, or cancel the affected Challenge without liability. starc. will inform affected Users via the App or email where practicable.

6.7. starc. may, at its reasonable discretion, modify, suspend, or discontinue any Challenge at any time with effect for the future.

7. Circles

7.1. Participation in a Circle is a condition for Prize eligibility in certain Challenges. Users who participate in a Challenge without being part of an eligible Circle may participate in the Challenge but are not eligible to receive any Prize.

7.2. If a Circle ranks among the top positions in a Challenge, Prize eligibility is determined on an individual basis and subject to the applicable Challenge Rules, including active participation requirements. If a member of a Circle is disqualified or becomes ineligible during a Challenge, this does not automatically affect the Prize eligibility of the remaining Circle members, unless otherwise specified in the applicable Challenge Rules. The disqualified member's contribution to the Circle's ranking may be adjusted or removed at starc.'s reasonable discretion.

7.3. Circles may include communication features, such as group chats. Use of such features is subject to the acceptable use provisions set out in these Terms.

7.4. starc. may, at its reasonable discretion, set, modify, or remove rules relating to Circles, including eligibility criteria and participation requirements, with effect for the future.

8. Prizes

8.1. Participation in Challenges and eligibility for Prizes are not dependent on the purchase of any goods or services or the conclusion of any paid contract with starc. Registration serves solely the purpose of administering Challenges and identifying participants.

8.2. starc. may award Prizes to top-performing Circles in a Challenge. Unless otherwise specified in the applicable Challenge Rules, Circles ranking in the top positions of the final leaderboard may be eligible for Prizes. The applicable Prize structure, including whether Prizes are awarded on a performance basis, by random draw, or a combination of both, will be specified in the App or the applicable Challenge Rules prior to the start of the Challenge.

8.3. Prize eligibility is determined on an individual basis. Each eligible User within a qualifying Circle may receive a Prize corresponding to the Circle’s placement, provided all eligibility criteria are met.

8.4. To be eligible for a Prize, a User must: (a) have an active Account in good standing; (b) participate in the relevant Challenge as part of an eligible Circle; (c) meet the minimum participation requirements specified in the App or the applicable Challenge Rules; (d) meet any applicable age requirements; and (e) not be an employee, director, or agent of starc. or its affiliates, or an immediate family member of such a person, unless expressly stated otherwise in the applicable Challenge Rules.

8.5. Participation in Prize-eligible Challenges requires a minimum age of eighteen (18). Users who have not yet reached the age of eighteen (18) may participate in Challenges for educational purposes only and are not eligible to receive any Prize, regardless of their ranking. Prizes may consist of non-monetary benefits, vouchers, gift cards, or other items of monetary value. If starc. introduces Prizes involving payments or other obligations, additional eligibility requirements may apply. Such Prizes will be subject to separate terms or Challenge Rules.

8.6. Winners will be notified via the App and/or email. Such notification constitutes a preliminary communication only and does not give rise to an enforceable claim to a Prize. A binding entitlement to a Prize arises only upon a separate Prize Confirmation issued by starc. after verification of all eligibility criteria. Until Prize Confirmation, starc. reserves the right to amend or withdraw the Prize. The Claim Period commences upon receipt of the Prize Confirmation. If a winner cannot be reached within thirty (30) days of the preliminary notification, or fails to claim the Prize within the Claim Period, the Prize is forfeited and starc. may award it to another eligible User or Circle at its reasonable discretion.

8.7. Prizes are personal and non-transferable. Unless expressly stated otherwise, Prizes cannot be exchanged, substituted, or redeemed for cash. If a Prize becomes unavailable, starc. may substitute it with a Prize of comparable value. Where a Prize consists of a third-party product or service (including vouchers or gift cards), starc. shall not be liable for any failure, limitation, or discontinuation attributable to the third-party provider, provided that starc. has made reasonable efforts to deliver the Prize as described.

8.8. starc. may, at its reasonable discretion, withhold, revoke, or reclaim a Prize if it reasonably determines that it was obtained through a breach of these Terms, manipulation, technical exploitation, or other unfair conduct. starc. will inform the affected User and provide an opportunity to respond before taking final action. In the event of disqualification, starc. may, at its reasonable discretion, award the relevant Prize to another eligible User or Circle. If a Prize has already been delivered and the recipient is subsequently found to have been ineligible or disqualified, the Prize shall be forfeited and must be returned to starc. upon request. starc. reserves the right to claim damages for non-return.

8.9. Users are solely responsible for any taxes arising from the receipt of a Prize, including income tax or any other applicable taxes in their country of residence. starc. does not provide tax advice and does not withhold taxes. Users are encouraged to seek independent tax advice where necessary.

9. Market Data

9.1. The App displays Market Data sourced from third-party providers. Market Data is provided on an “as is” and “as available” basis. Market Data may be delayed and may not reflect real-time market conditions. starc. does not guarantee the accuracy, completeness, or timeliness of any Market Data.

9.2. Market Data may be used solely for personal, non-commercial use within the App for informational and educational purposes within the simulated environment. Any reproduction, distribution, transmission, or other use outside the App is prohibited.

10. Notifications

10.1. By creating an Account, you will receive service-related communications from starc. via email, push notifications, or in-app messages. These include messages relating to your Account, security, Waitlist status, Challenges, and material changes to the App or these Terms. Such communications are necessary for the performance of the contract and do not require separate consent.

10.2. Promotional communications will only be sent with your prior consent, where required by applicable law. Such communications may include information about products, services, events, or partner offers. Where legally required, consent to promotional communications will be obtained through a double opt-in process. Consent to promotional communications is separate from and independent of registration for the App and participation in Challenges. Such consent is voluntary and may be withheld without affecting a User's ability to register or participate.

10.3. You may manage your communication preferences at any time via the App settings. Push notifications may be delivered via third-party providers. You may disable push notifications in your device settings. If push notifications are disabled, certain information may not be delivered in real time. starc. remains entitled to communicate via other available channels.

10.4. You may withdraw your consent to promotional communications at any time with effect for the future, in particular by: (a) using the unsubscribe link in any email; (b) adjusting your settings in the App; or (c) contacting hello@starcinvest.com. Withdrawal of consent does not affect the lawfulness of prior processing and does not affect service-related communications.

11. Acceptable Use

11.1. You must use the App in compliance with applicable law and in a respectful manner. In particular, you must not: (a) violate any applicable law, regulation, or third-party rights; (b) create more than one Account or create an Account for another person without authorisation; (c) use the App in a fraudulent, deceptive, or manipulative manner; (d) attempt to gain an unfair advantage in Challenges, including through technical manipulation, exploitation of errors, or unintended use of the App; (e) use communication features to transmit unlawful, abusive, harassing, defamatory, discriminatory, or otherwise inappropriate content; (f) impersonate any person or entity or misrepresent affiliations; (g) upload or distribute viruses, malware, or other harmful code; (h) interfere with or disrupt the App or its infrastructure; (i) use automated means (including scraping or crawling) to access the App or extract data without prior consent; or (j) use the App for purposes other than its intended personal, non-commercial use.

11.2. Users may report content or behaviour that violates these Terms via the App.

11.3. starc. may, at its reasonable discretion, review, moderate, block, or remove user-generated content and restrict or suspend Accounts if there are indications of a breach of these Terms or applicable law. starc. is not obliged to monitor user-generated content and does not adopt such content as its own.

12. Intellectual Property

12.1. The App and all starc. Content, including logos, trademarks, and trade names, are owned by starc. or its licensors and are protected by applicable intellectual property laws. Subject to compliance with these Terms, starc. grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the App for personal, non-commercial purposes only.

12.2. The licence does not permit you to: (a) modify, reproduce, or create derivative works of the App or starc. Content; (b) reverse engineer, decompile, or otherwise attempt to derive the source code of the App, except where permitted by mandatory law; (c) use the App or starc. Content for commercial purposes; or (d) transfer, sublicense, or otherwise make the App available to third parties.

12.3. You retain ownership of any content you provide through the App. By providing content, you grant starc. a non-exclusive, worldwide, royalty-free licence to use, store, reproduce, and make such content available to operate, maintain, and improve the App. This includes the right to make content available to other Users within the App and to share it with service providers acting on behalf of starc.

12.4. If you provide feedback, suggestions, or ideas regarding the App, starc. may use such input without restriction and without obligation to compensate you.

13. Confidentiality and Data Protection

13.1. starc. and the User shall treat as confidential any non-public information relating to the other party that becomes accessible in connection with the use of the App ("**Confidential Information**").

13.2. Confidential Information may be used only for the purpose of using and operating the App. It must not be disclosed to third parties without prior consent, unless permitted by these Terms or required by law.

13.3. The confidentiality obligations do not apply to information that: (a) is or becomes publicly available without breach of these Terms; (b) was lawfully known to the receiving party prior to disclosure; or (c) must be disclosed due to legal obligations or orders of a competent authority.

13.4. starc. may disclose Confidential Information to its affiliates and service providers to the extent necessary for operating the App, subject to appropriate confidentiality safeguards.

13.5. The collection and processing of personal data in connection with the use of the App are governed by the Privacy Policy, available at www.starcinvest.com/legal. By using the App, you acknowledge that you have taken note of the Privacy Policy. You may exercise your data protection rights at any time, including the right of access, rectification, erasure, restriction of processing, and data portability, by contacting hello@starcinvest.com. starc. will process such requests in accordance with applicable data protection laws.

13.6. During Challenges, starc. maintains a public leaderboard displaying usernames and scores in accordance with its Privacy Policy. The legal basis for this processing is starc.'s legitimate interest in the transparent and fair administration of Challenges. Users may object to the display of their username on the leaderboard at any time by contacting hello@starcinvest.com. starc. will assess such objections in accordance with applicable data protection law.

13.7. Where Prizes consist of third-party products or services, starc. may share necessary personal data (such as name and delivery address) with the relevant third-party provider solely for the purpose of Prize fulfilment, in accordance with the Privacy Policy.

14. Liability; Indemnification

14.1. starc. shall be liable without limitation for damages caused by intent (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*). The following limitations of liability do also not apply: (a) to damages arising from injury to life, body, or health; (b) to liability under the German Product Liability Act (*Produkthaftungsgesetz*); or (c) in any other liability that cannot be excluded or limited under mandatory law, including in the event of the assumption of guarantees (*Übernahme von Garantien*) or fraudulent concealment of defects (*arglistiges Verschweigen von Mängeln*).

14.2. In cases of simple negligence (*einfache Fahrlässigkeit*), starc. shall only be liable for the breach of a material contractual obligation (*Kardinalpflicht*). In such cases, liability is limited to the typically foreseeable damage at the time of contract conclusion. Material contractual obligations (*Kardinalpflichten*) are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the User may regularly rely. starc. shall not be liable for the breach of non-material contractual obligations (*Nebenpflichten*) caused by simple negligence (*einfache Fahrlässigkeit*).

14.3. starc. shall not be liable on a strict liability basis (*verschuldensunabhängig*) for defects existing at the time of contract conclusion in connection with usage rights comparable to lease-type arrangements, unless a material contractual obligation (*Kardinalpflicht*) has been breached.

14.4. starc. shall not be liable for: (a) decisions made or actions taken based on simulated trading results, Challenge outcomes, or Market Data; (b) loss of Waitlist Position, Prize eligibility, or referral advantages due to system changes, User activity, or application updates; (c) content provided by Users, including within communication features; or (d) the availability, quality, or redemption of third-party Prizes, including vouchers or gift cards, where such unavailability or failure is attributable to the third-party provider, provided that starc. has made reasonable efforts to deliver the Prize as described.

14.5. starc. shall not be liable for failure to perform or for damages caused by events beyond its reasonable control (*force majeure*), including strikes, lockouts, official orders, natural disasters, war, terrorist attacks, nuclear

incidents, embargoes, epidemics or pandemics, as well as failures or disruptions of communication networks, infrastructure, or carrier services.

14.6. starc. shall not be liable for damages resulting from unauthorised access to a User's Account where such access is attributable to the User, in particular due to intentional or negligent handling of access credentials.

14.7. starc. shall not be responsible for costs or fees incurred by the User in connection with a withdrawal (*Widerruf*), including costs arising from third parties (e.g. payment service providers) or non-refundable taxes.

14.8. In the event of data loss, starc. shall only be liable for the effort required to restore the data that would have been necessary if the User had properly backed up the data.

14.9. The App may contain links to third-party websites or services. starc. has no control over such content and does not adopt it as its own. starc. shall not be liable for damages arising from the use of or reliance on such third-party content.

14.10. Where starc.'s liability is limited, or where claims relate to loss of profit, loss of savings, or indirect damages, liability shall be limited to the annual contract value. The annual contract value corresponds to the total amount of fees paid by the User to starc. in the twelve (12) months preceding the damaging event. If no fees have been paid, liability shall be limited to a reasonable amount, typically not exceeding EUR 100.00.

14.11. To the extent permitted by applicable law, the User shall indemnify and hold harmless starc. from and against any claims asserted by third parties arising from unlawful or non-compliant use of the App by the User, to the extent the User is responsible for such use. This includes, in particular: (a) inaccurate or misleading information provided by the User; (b) claims attributable to User-generated content; and (c) contractual penalties, fines, or administrative sanctions caused by the User. The indemnification includes reasonable costs and expenses, including legal and court fees. starc. will inform the User without undue delay and allow participation in the defence where appropriate.

14.12. The limitations of liability and indemnification obligations set out in these Terms shall apply accordingly in favour of the legal representatives, employees, and vicarious agents of starc.

15. Term

15.1. These Terms apply from the time you create an Account and remain in effect until the Account is terminated.

15.2. You may terminate your Account at any time via the App. If you do not have access to the App, termination may be requested by contacting hello@starcinvest.com. starc. may terminate the Account for convenience with fourteen (14) days' prior notice.

15.3. Upon termination, access to the App will be deactivated. Access to features, including Waitlist Position, Challenges, and any unclaimed Prizes, may cease.

15.4. starc. may suspend or restrict access to the App or terminate the Account with immediate effect for good cause (*wichtiger Grund*), in particular if there are indications of: (a) a breach of these Terms; (b) fraudulent, abusive, or unlawful conduct; (c) security risks relating to the Account; or (d) legal or regulatory requirements.

15.5. Provisions that by their nature are intended to survive termination shall remain in effect, including provisions on intellectual property, confidentiality, liability, dispute resolution, and applicable law.

16. Withdrawal Instruction (*Widerrufsbelehrung*)

16.1. **Right of Withdrawal:** You have the right to withdraw from the contract within fourteen (14) days without giving any reason. The withdrawal period is fourteen (14) days from the date of conclusion of the contract. To exercise your right of withdrawal, you must inform us at the address set out in Section 1 or via email at hello@starcinvest.com of your decision to withdraw from the contract by means of a clear statement (e.g. a letter sent by post or an email). You may use the attached model withdrawal form (*Muster-Widerrufsformular*) (**Annex 1**), but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

16.2. **Effects of Withdrawal:** If you withdraw from the contract, starc. will reimburse all payments received from you, including delivery costs (except for any additional costs resulting from your choice of a type of delivery other than the least expensive standard delivery offered by starc.), without undue delay and in any event no later than fourteen (14) days from the day on which starc. is informed about your decision to withdraw from the contract. For this reimbursement, starc. will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. In no event will you be charged any fees as a result of such reimbursement.

17. Consent to Immediate Performance

You expressly agree that starc. may begin performance of the contract before the expiry of the withdrawal period. You acknowledge that by giving this consent, you lose your right of withdrawal once starc. has begun performance of the contract in the case of a contract for the supply of digital content not supplied on a tangible medium, and at the latest once starc. has fully performed the services in the case of a contract for digital services. If you nevertheless withdraw from the contract, you may be required to pay reasonable compensation for the services provided up to the time of withdrawal.

18. Changes

18.1. starc. may amend these Terms with effect for the future. starc. will notify Users of material changes at least fourteen (14) days before they take effect, in text form (e.g. email or in-app notification). The notification will: (a) describe the changes; (b) inform the User of the effective date; (c) inform the User that continued use of the App after that date constitutes acceptance; and (d) inform the User of the right to object or terminate the Account.

18.2. The amended Terms shall be deemed accepted if the User does not object before the effective date and continues to use the App after that date. Mere inactivity does not constitute acceptance. If the User has not used the App during the notice period, acceptance will be requested upon the next login.

18.3. If the User objects to the changes, starc. may terminate the Account with reasonable notice. The previous Terms remain applicable until termination takes effect.

18.4. starc. will not make changes that materially affect the contractual balance to the detriment of the User without complying with the procedure set out above, unless such changes are required by law, court decision, or regulatory requirements.

18.5. Challenge Rules published in the App prior to the start of a Challenge do not constitute an amendment to these Terms and are not subject to the notice requirements set out in this section. Challenge Rules apply solely to the relevant Challenge and expire upon its conclusion.

19. Final Provisions

19.1. starc. may assign or transfer its rights and obligations under these Terms, in whole or in part, to a third party, including in connection with a restructuring, acquisition, or sale of the business, provided that such transfer does not materially reduce the User's rights. Users will be informed in advance of any transfer of the contractual relationship.

19.2. If any provision of these Terms is invalid or unenforceable, the remaining provisions remain unaffected. The invalid provision shall be replaced, to the extent permitted by law, by a valid provision that most closely reflects the economic intent.

19.3. Users may submit complaints regarding the App or these Terms to hello@starcinvest.com. starc. will handle complaints within a reasonable timeframe. The European Commission provides an online dispute resolution (ODR) platform at https://ec.europa.eu/consumers/odr. starc. is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board. This does not affect the User's right to bring claims before the competent courts.

19.4. These Terms are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If you are a consumer, mandatory consumer protection provisions of your country of habitual residence remain unaffected.

19.5. For Users who are not consumers, the courts of Berlin, Germany, shall have exclusive jurisdiction. For consumers, statutory jurisdiction rules apply, including the right to bring proceedings at their place of residence.

19.6. For any questions or requests, you may contact starc. at the address set out in Section 1 or via email at hello@starcinvest.com.

Annex 1
Model Withdrawal Form
(*Muster-Widerrufsformular*)

[*Name*]
[*Address*]

NextGen Wealth Labs GmbH
Wörther Str. 21
10405 Berlin
Germany

[*Date*]

Withdrawal of the starc. contract

Dear Sir or Madam,

I hereby withdraw from the contract concluded by me regarding the use of the starc. App.

I kindly request confirmation of receipt of this withdrawal.

Yours faithfully,

[*Signature (only if notified on paper)*]

[*Name*]