

Terms of Service

The gist:

We ([the Wabbit Survival team](#)) run a blog and web site hosting service called Wabbit Survival Minecraft Server and would **love** for you to use it. Our basic service is free, and we offer rewards for making contributions towards server costs.

Terms of Service:

The following terms and conditions govern all use of the Wabbit Survival Minecraft Server website and all content, services and products available at or through the website, including, but not limited to, our community forums, the other community features such as statuses and profiles, (taken together, the Website). The Website is owned and operated by [Company|Wabbit Survival.]]. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Wabbit Survival's [Privacy Policy](#)) and procedures that may be published from time to time on this Site by Wabbit Survival(collectively, the "Agreement"). Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Wabbit Survival, acceptance is expressly limited to these terms.

1. **Your Wabbit Survival Minecraft Server Account and Site.** If you create an account on the Website, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. Wabbit Survival may change or remove any description or keyword or other material that it considers inappropriate or unlawful, or otherwise likely to cause Wabbit Survival liability. You must immediately notify Wabbit Survival of any unauthorized uses of your account or any other breaches of security. Wabbit Survival will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.
2. **Responsibility of Contributors.** If you comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:
 - the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
 - if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
 - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
 - the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

- **the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);**
 - the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
 - your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
 - your posts and account are not named in a manner that misleads your readers into thinking that you are another person or Service. For example, your account's URL or name is not the name of a person other than yourself or Service other than your own; and
 - you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Wabbit Survival or otherwise.
3. By submitting Content to Wabbit Survival for inclusion on your Website, you grant Wabbit Survival a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your blog. If you delete Content, Wabbit Survival will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Wabbit Survival has the right (though not the obligation) to, in Wabbit Survival's sole discretion (i) refuse or remove any content that, in Wabbit Survival's reasonable opinion, violates any Wabbit Survival policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Wabbit Survival's sole discretion. Wabbit Survival will have no obligation to provide a refund of any amounts previously paid.
4. **Payment and Renewal.**
- **General Terms.** Optional paid services such as contributor ranks and server wide care packages are available on the Website (any such services, an "Upgrade"). By selecting an Upgrade you agree to pay Wabbit Survival the quarterly or one off subscription/payment fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a subscription period as indicated. Upgrade fees are not refundable.
 - **Automatic Renewal.** Unless you notify Wabbit Survival before the end of the applicable subscription period that you want to cancel an Upgrade, your Upgrade subscription will automatically renew and you authorize us to collect the then-applicable subscription fee for such Upgrade (as well as any taxes) using any credit card or other payment mechanism we have on record for you.
5. **Responsibility of Website Visitors.** Wabbit Survival has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Wabbit Survival does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual

property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Wabbit Survival disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

6. **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Wabbit Survival Minecraft Server links, and that link to Wabbit Survival Minecraft Server. Wabbit Survival does not have any control over those non-Wabbit Survival websites and webpages, and is not responsible for their contents or their use. By linking to a non-Wabbit Survival website or webpage, Wabbit Survival does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Wabbit Survival disclaims any responsibility for any harm resulting from your use of non-Wabbit Survival websites and webpages.
7. **Copyright Infringement and DMCA Policy.** As Wabbit Survival asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Wabbit Survival Minecraft Server.com violates your copyright, you are encouraged to notify Wabbit Survival in accordance with Wabbit Survival's [Digital Millennium Copyright Act \("DMCA"\) Policy](#). Wabbit Survival will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Wabbit Survival will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Wabbit Survival or others. In the case of such termination, Wabbit Survival will have no obligation to provide a refund of any amounts previously paid to Wabbit Survival.
8. **Intellectual Property.** This Agreement does not transfer from Wabbit Survival to you any Wabbit Survival or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Wabbit Survival. Wabbit Survival, Wabbit Survival Minecraft Server, the Wabbit Survival Minecraft Server logo, and all other trademarks, service marks, graphics and logos used in connection with Wabbit Survival Minecraft Server, or the Website are trademarks or registered trademarks of Wabbit Survival or Wabbit Survival's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Wabbit Survival or third-party trademarks.
9. **Advertisements.** Wabbit Survival reserves the right to display advertisements on the website, forums and blog.
10. **Domain Name.** We can acknowledge and agree that use of our domain name is subject to the policies of the Internet Corporation for Assigned Names and Numbers ("ICANN"), including their [Registration Rights and Responsibilities](#).
11. **Changes.** Wabbit Survival reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Wabbit Survival may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
12. **Termination.** Wabbit Survival may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Wabbit Survival Minecraft Server account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a contributors reward rank, such account can only be terminated by Wabbit Survival if

you materially breach this Agreement and fail to cure such breach within thirty (30) days from Wabbit Survival's notice to you thereof; provided that, Wabbit Survival can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, Companyship provisions, warranty disclaimers, indemnity and limitations of liability.

13. **Disclaimer of Warranties.**The Website is provided "as is". Wabbit Survival and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Wabbit Survival nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. We can neither confirm nor deny whether or not we love you. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
14. **Limitation of Liability.**In no event will Wabbit Survival, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Wabbit Survival under this agreement during the twelve (12) month period prior to the cause of action. Wabbit Survival shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
15. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the Wabbit Survival Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.
16. **Indemnification.** You agree to indemnify and hold harmless Wabbit Survival, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
17. **Miscellaneous.** This Agreement constitutes the entire agreement between Wabbit Survival and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Wabbit Survival, or by the posting by Wabbit Survival of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the country of the United Kingdom, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the courts located in the UNited Kingdom.

Change log: [15th of January, 2015: Added Terms of Service to the website]