

GAMERSAFER TERMS OF SERVICE AGREEMENT - MINECRAFT

Last updated: March 23, 2021

This Terms of Service (“Agreement”) governs your use of GamerSafer (“Contractor”) services for Minecraft Java Edition servers (“Services”). When you (“Client”) perform a query to any of our API endpoints or signup for our service you are automatically agreeing to all the terms set out on this page. If you do not agree with the terms you should immediately stop querying our API and if you’ve already registered for an account you should stop using it.

1. DESCRIPTION OF SERVICES

The Services stands for a suite of features and administrative tools provided by the Contractor to support Client’s management of their Minecraft Java edition based servers. Through Contractor’s platform (website; and/or using Contractor’s mobile native app available for iOS and Android devices, and/or plug-ins, and/or APIs), the Services includes all processes related to data collection, de-personification, and storage to provide user authentication for the Client, preventing duplicated accounts or identity-related fraud incidents, protecting user safety and security, and improving user experience.

The Contractor will manage all user data-related processes following industry standard data privacy regulations (opt-in and consent-related data collection, using, and sharing). The Contractor will not share any user personal identifiable information (PII) with the Client.

2. AGREEMENT TERM

This Agreement will commence with the use of our Services or by agreeing with those terms and will remain effective until terminated, in the manner described in clause 7 (“Termination”).

3. CONTRACTOR’S RESPONSABILITIES AND DELIVERABLES

The Contractor agrees to assist the Client in conducting the services listed in clause 1, respecting all data privacy regulations required. Securing reasonable security efforts to prevent any incident and provide any technical support in a timely matter.

3.1 The Contractor agrees to provide the above-described services in a professional and workmanlike manner.

3.3 The Contractor represents that they have full authority to enter this Agreement, and that performance of this Agreement does not violate the legal rights of any third-party, any agreement between the Contractor and another party, or any law or regulation.

3.4 EXCEPT FOR AS SET FORTH, ALL DELIVERABLES WILL BE PROVIDED ON AN AS-IS BASIS. THE CONTRACTOR DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR RESULTS DERIVED FROM THE WORK.

4. CLIENT’S RESPONSABILITIES

4.1 The Client agrees to:

- Not attempt to harm the Contractor’s services in any way, including but not limited to hacking attempts, brute force login attempts, API exploitation, or any other usage out of the Service scope.
- Not share your API key with anyone outside of your organization, and/or sharing the API key usage with other organizations.
- Not make available the Contractor’s data through your own services, including but not limited to provide access to our Services data.

4.2 The Client represents that they have full authority to enter this Agreement, and that performance of this Agreement does not violate the legal rights of any third-party, any agreement between the Client and another party, or any law or regulation.

4.3 The Client agrees to follow all data privacy regulations, creating proper security measures and procedures to prevent any incident with user data shared by the Contractor.

5. COMPENSATION

5.1 Pricing and Plans

The Service includes a combination of features and resources to be used by the Client on-demand basis. There are features and resources with unlimited monthly usage (within the billing cycle) and there are features and resources with limited usage or quota per month. Each Service price tier will list the package of unlimited and/or limited consumption features. Clients can expand the quota of specific services within a specific month if needed.

5.2 Service continuity

The Contractor can interrupt, at any time, the Service continuity if the Client fails to renew its subscription and/or there is any accumulated overdue balance.

6. MISCELLANEOUS PROVISIONS

6.1 Confidentiality

The Contractor acknowledges that they may be furnished with information relating to the Client’s business strategies, client list, pending projects, and other confidential information. “Confidential Information” means all (i) nonpublic information (at the time of disclosure) disclosed by one party to the other party under this Agreement, provided such information is marked or indicated by the disclosing party to be confidential; (ii) and any information which ought reasonably to be considered confidential. The Contractor agrees not to disclose this confidential information unless required to by law or court order. Contractor and Client acknowledge that all terms included in this contract are also considered confidential and cannot be disclosed.

6.2 Limitation of Liability

To the maximum extent allowable by law, Contractor shall not be liable for any loss of profit, incidental, consequential, indirect, special, punitive, or exemplary damages arising out of, relating to, or incidental to services performed under this Agreement, whether those damages are

based in tort, contract, statute, or other legal theory. Notwithstanding the above, in no event shall the Contractor's aggregate liability exceed the aggregate amount paid to the Contractor by the Client under this Agreement.

6.3 Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect of the original provision. In such an instance, the legality, validity, and enforceability of the remaining terms of the Agreement shall remain intact and unaffected.

6.4 Applicable Law

This Agreement shall be governed and construed according to the laws of the State of California. Each party irrevocably consents to the exclusive jurisdiction of the State of California for any matter arising out of or relating to this Agreement, except in actions seeking to enforce any order or judgment of such court.

6.5 Attorney's Fees

In the event of a dispute concerning this Agreement, the prevailing party is entitled to recover reasonable attorney's fees, costs, and expenses with respect to the dispute and in any appeal.

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.6 Entire Agreement

This Agreement represents the entire agreement between the parties, superseding any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both the Client and the Contractor.