

# **TERMS OF SALE, USE AND LOCATION**

**BETWEEN :** The person or entity referred to subscribe to a rent formula contained in the application form completed online by itself or its agent is the client (hereinafter "Customer" or "Subscriber").

## AND :

Minecraft Hosting, offering benefits to hire Minecraft hosted servers, is edited by :

Starlancer SRL

212-214 Gheorghe Titeica Street 014475 Bucharest, Sector 2

## Application and acceptance of the terms:

These Terms of Use govern, without exception, the legal and contractual relationship between the enterprise Starlancer and users of the website http://www.minecraft-hosting.pro and its various pages and the benefits proposed by Minecraft Hosting on these pages, subject to any contrary provision confirmed in writing by Minecraft Hosting. The use of Web pages or services http://www.minecraft-hosting.pro site is general acceptance by the users of these terms of use. Failing acceptance of these terms of use, the use of the site's pages and subscription benefits offered by Minecraft Hosting is not allowed. In case of conflict between the provisions contained in the documents of different rank, the provisions of the document of higher row will prevail.

#### Terms of subscription :

Any user wishing to use services available on the site http://www.minecraft-hosting.pro must complete a form made available on the site, responding accurately and sincere requests for information which will be presented under penalty of ineligibility of the contract. It certifies first ensuring to meet all the conditions required for access to services for which it accesses, in particular the age requirements and licensing. If, for whatever reason it no longer meets the requirements, the user must immediately stop using the server or servers and related services. If and only if reason is not his fault, then the user may request a refund of rent considered in proportion to the period remaining until the end of its lease, and within 48 hours the emergence of this new development by registered letter with acknowledgment to the attention of Customer Service at the headquarters of Minecraft Hosting specified below.

#### User statements :

Minecraft Hosting warns users, including persons holding parental authority, the diversity and nature of the content accessible via the servers of the site http://www.minecraft-hosting.pro, including the content of some services, which can be potentially harmful to minors. The User agrees to take all necessary measures to protect minors likely to use chat services of the site http://www.minecraft-hosting.pro. In any case the use of the site by a minor is made under the sole control and responsibility of the User. Users have read:

- the data circulating on the Internet are not protected against any misuse, and thus the communication of any sensitive information is made at the risk of the user

- that it to him to take all necessary measures to protect data and software stored on their computer equipment from contamination by viruses, including viruses introduced by third parties via the Internet. As a result of these statements, the user releases minecraft-illimity.com from any liability relating to the risks described before.

## **User Obligations :**

The use of the services offered by Minecraft Hosting done under his sole control, risks and responsibilities. The User agrees to not provide to the site http://www.minecraft-hosting.pro and its Internet pages content as text, image or otherwise violate the law and to engage in any activity that is unlawful or likely to cause injury to Minecraft Hosting or third or even disrupt the functioning of the site http://www.minecraft-hosting.pro. It is forbidden for the user to broadcast the content, without this list being exhaustive:

- documents, information, comment or content contrary to criminal law, defamatory, obscene, abusive, threatening, inciting hatred, violence or discrimination or acts of criminal law, racist, pornographic or similar infringing the protection of privacy or

which by their nature undermine respect for the human person and his dignity, equality between men and women, protection of children and adolescents.

- content using unauthorized data belonging to third parties and protected under copyright, trademark law or competition

law; It is also forbidden to the User, without this list being exhaustive:

Resell and / or sub-let a Minecraft Hosting, To offer free Minecraft Public Hosting of any kind To deturn or bypass the original use of Minecraft through third party software. To transmit to the network files containing a virus or corrupted data, To erase any mention of copyrights or proprietary designations, To use the Site in a manner that impedes the access of other users to such site, To provide information or documents for advertising or piracy whatsoever. To use ports other than those provided by the rental system.

# Validity of electronic signatures :

Any order made by a client via "double click" constitutes an irrevocable acceptance which cannot be canceled only by a limited cases provided for in these terms and conditions as "right of withdrawal" and those in force in consumer law. The "double click" associated with the authentication, non-repudiation and integrity protection of messages is an electronic signature. This electronic signature handwritten signature value between the parties.

## **Disclaimer :**

Minecraft Hosting responsibility cannot be held liable for any problems with the Internet leading to failures in the administration, processing and / or site management, and more generally any problem relating to telecommunications networks, to online computers, servers, access providers, computer equipment and software of the site, indirect or consequential damages suffered by the user due to use of services and benefits offered by Minecraft Hosting. Downloading via the site and / or use of data in the services and benefits of Minecraft Hosting is performed under the exclusive responsibility of the user who is solely responsible for any damage to its computer system linked to download and use data referred to above.

# Exclusion of warranty and liability for any Third Party Content :

Minecraft Hosting makes no warranties and excludes all liability for any content, either as text, image or other accessible on the site http://www.minecraft-hosting.pro through third parties (links, email).

#### Limitation of liability for intentional acts or gross negligence :

In any event, responsibility for Minecraft Hosting is strictly limited to damages caused due to negligence or intentionally. It is the same if the fault was committed by Minecraft Hosting itself, by a corporate body or by an attendant. In case of force majeure, terrorist attack or natural disaster liability is excluded. When responsibility for Minecraft Hosting is excluded in accordance with these terms of use and rental, this exclusion also applies to the personal liability of employees, workers, employees, representatives and agents of Minecraft Hosting.

## **Duration / Renewal / Termination :**

The rental agreement is concluded for an initial contract term chosen when ordering. The User has a feature allowing for renewal to extend the service.

Minecraft Hosting reserves the right to close an order in proportion to the amount paid, if it has not been paid in full by the customer within 5 days following its initialization.

The contract of service is governed by these Terms of use and rental. The hiring begins from the provision of service to the client Minecraft Hosting. These Terms of Use apply during the entire service contract, including any extension and the occasion to use any Minecraft Hosting. After expiry of the contract of service, the service is automatically closed to the client and personal data become inaccessible to him. The termination process is automatic and occurs at the end of the last paid period. Therefore, data from the User may be removed by Minecraft Hosting to seven days. In the event of a breach by User of its obligations or breach of these terms and conditions, Minecraft Hosting reserves the right to terminate the contract or suspend him without notice or compensation.

#### **Payment Terms :**

Payment for services provided by Minecraft Hosting done with the order by :

- credit card (VISA and MasterCard), Paypal
- VR, through companies and Allopass

#### **Intellectual Property :**

All software, information presentations, games, names, trade names, text, comments, images, illustrations, brands or services, inventions, and generally any creation of any kind, which are accessible using the site Minecraft Hosting remain the property of their respective owners. The constitution and remote transmission of data, information, software, services shall be under the control and responsibility of the user. The User is authorized to use all programs, games, services, features, made available in the online service http://www.minecraft-hosting.pro, in respect of intellectual property rights of Minecraft Hosting, program providers, game publishers or other interested person and criminal law, it being understood that only authorized for private use. In particular the User shall be personally own the rights to use the services it uses, and can not engage the responsibility of Minecraft Hosting in any capacity whatsoever or if he even users of the server it has given access lacked the necessary rights to access it..

### **Personal information :**

It is recalled that according to Law No. 78-17 dated 6/01/1978, said Data Protection Act, the User has the right to review, correct and rectify any personal information to the attention Minecraft Hosting when using services offered by the site. This right may be exercised by mail in the client accessed the site.

## Law - Litigation :

These conditions are subject to French law. In case of difficulties in their implementation, the user will have the opportunity, before any legal action to seek an amicable solution.

#### Financial conditions :

Payment may be made at the monthly anniversary date of the contract. Minecraft Hosting also offers the opportunity to renew his contract at any time by changing the characteristics of the server, as well as the duration of the lease. His maturity will result in immediate suspension or final connection to the server. The non-payment of an invoice or late payment from the client causes the automatic termination of this contract and therefore the interruption of service or services provided by Minecraft Hosting.

#### Changes :

The provider may change its prices at any time subject to inform the customer thirty days (30) in advance by sending an email and / or information clearly marked on the website http://www.minecraft-hosting.pro. In case of rejection of this change, the customer will terminate his contract. The price of prepaid services is guaranteed for the period. The Company reserves the right to change the Terms at any time, the amendments made by the Company shall immediately apply to subsequent orders thereto, in respect of orders running the client can express his disagreement by email with the new conditions of sale within 7 days from the date of online news Terms

#### **Right of Withdrawal :**

The Customer has no right of withdrawal to the date and time of service provision. It is important to note that the service is set up instantly if you pay by credit card or IVR.

The Customer has a right of withdrawal of 7 (seven) days, if the service has not yet been implemented (including during a problem installing the service, a pre-order, or payment by check or wire transfer).

This right of withdrawal is carried out by post on the help desk located at the following address : http://www.minecrafthosting.pro, and entitles the customer to refund the amounts already paid by him in Within thirty (30) days of receipt of the notice. Any request for withdrawal that would not meet the legal deadline or procedure of the preceding paragraph shall not be considered.

#### Service :

Minecraft Hosting reserves the right to suspend its operation for maintenance or updating of its services. Minecraft Hosting notify the customers of maintenance or upgrade in mind, if needed, and without being under any guarantee or indemnity of any kind.

#### Attendance :

For any complaint, information or questions, our helpdesk is available via our online form.

USER HAVE READ THESE TERMS OF USE AND RENTAL AND THEY HAVE FULLY UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS