

General terms and conditions McThemeParks 11-4-2020

Our terms and conditions apply during every visit to McThemeParks or use of McThemeParks. By using these services you agree to our terms and conditions, our privacy policy and rules. This is your own responsibility whether or not to read it.

1. Definitions

- 1.1 The term "McThemeParks" means: the legal form acting under the name McThemeParks, including the employees, equipment and software of McThemeParks.
- 1.2 "User" or "player" means the person with whom McThemeParks has concluded an agreement.
- 1.3 "Agreement" means any connection or relationship between McThemeParks and the other party that is aimed at providing services by McThemeParks to the user.
- 1.4 "General terms and conditions" means all terms and conditions devised and drawn up by McThemeParks. These general terms and conditions are part of the agreement.
- 1.5 "Rules" means all rules devised and drawn up by McThemeParks. These rules are part of the agreement.
- 1.6 "Privacy policy" means: all privacy policy devised and drawn up by McThemeParks. This privacy policy is part of the agreement.
- 1.7 "Services" or "service" means: the services provided by McThemeParks to the user or player as stated in the agreement. This could also be contractual ties.

2. General

- 2.1 McThemeParks grants you permission to use the services of McThemeParks — provided you accept and comply with these terms and conditions, the privacy policy and the rules.
- 2.2 Our main service is our Minecraft server, in order to join this server you must have a premium account of Minecraft.
- 2.3 In order to use our services you need an internet connection and a reasonably good internet connection. We are not liable for any costs incurred by using or connecting our services.
- 2.4 In order to use certain McThemeParks services, you must register. You must then provide us with correct information. And if there is any information changes inform us.
- 2.5 You must be at least 12 years old to use our services. If you are over 12 years old but still under 18 years old, you must obtain permission from your parents and / or guardians to use our services.
- 2.6 You are responsible for the proper use and protection of your username and passwords that you use for our services. You are responsible for all activities that happen on your account. If you think someone knows your password, you must notify us immediately.
- 2.7 If you forget or lose your username and / or password, you must notify us. We have the right to temporarily block access to our services that are used via your username and password. We only do this if we believe it would compromise the security of your account.
- 2.8 You may not use the old user's account, despite having permission from the old user, to access our services.
- 2.9 We have the right to block your username.
- 2.10 We have the right to block your account if you infringe our property rights.

2.11 McThemeParks and / or its licensors own proprietary rights to all material on our services, including content. It may not be used without the prior written permission of McThemeParks and / or its licensors.

2.12 It is not allowed to exploit our services or the content on them without permission.

2.13 It is not allowed to break into the computer systems of McThemeParks

2.14 In addition to breaking in, it is also not allowed to attack the computer systems of McThemeParks.

3. Usage of our services

3.1 Our service uses a chat system, on this chat system you can talk to other players. In the chat system, you may only post information that meets the requirements of the general terms and conditions, legislation and the rules. It is your responsibility which information you place or provide on our services.

3.2 We are not liable or responsible for what is posted or said by other players.

3.3 We reserve the right to review what is said in the chat system by users and to remove it at our discretion and without notice.

3.4 We also reserve the right to limit or block access to the chat system if the player violates the terms and conditions and / or the rules.

3.5 We reserve the right to limit or block access to our services if the player violates the terms and conditions and / or the rules.

3.6 You grant McThemeParks an irrevocable, perpetual, royalty-free, worldwide, non-exclusive, transferable license to edit, change, delete, translate and use your information and to publish it. You also grant other users a non-exclusive license to access and display information posted by you through our services.

3.7 You agree that McThemeParks can set limits on the use of our services.

4. Software

4.1 McThemeParks may provide certain software that you can download through our services to improve the use of our services. These can be downloaded at your own risk.

4.2 You are responsible for any damage to your computer system or loss of data by downloading and / or using offered software.

4.3 The software may contain information that is confidential. In addition to that, it may also be subject to intellectual property rights and is protected by applicable law and may only be used subject to the terms of the End User License Agreement provided with the software.

4.4 You may not modify, publish, make public, copy, reproduce, create derivative works of and transfer the software without express permission stated in the license agreement.

4.5 McThemeParks makes no warranties in connection with the software.

5. Paid services

5.1 McThemeParks offers extra (virtual) services for a fee. These services are an additional addition to enhance the playing experience on our server.

5.2 All virtual services purchased through our services or third party services are available on McThemeParks servers and accessible when you visit our services, subject to compliance with the terms and conditions. They cannot be downloaded to your computer.

5.3 McThemeParks can withdraw additional services at any time or make certain new extra services available. These new extra services always require payment.

5.4 McThemeParks can change the price of the extra services at any time.

5.5 If you are under the age of 18, you must have permission from one of your parents or legal representatives to use the extra service.

6. Right of withdrawal

6.1 If you purchase additional services from McThemeParks, you have the right to terminate the service within fourteen days of purchase without giving any reason.

6.2 If the user uses the right of withdrawal, mention the user that during the reflection period by means of the model withdrawal form or via the contact form at www.mcthemeparks.eu.

6.3 If the user revokes after first expressly requesting that the provision of the service take place, the user owes McThemeParks an amount that is proportional to that part of the service that McThemeParks fulfilled at the time of withdrawal, compared to the full performance of the agreement.

6.4 McThemeParks will reimburse the payment to the user within 14 days following the day that the user reports the withdrawal.

6.5 After receiving the revocation electronically, McThemeParks will send a confirmation of receipt to the user.

6.6 McThemeParks refunds the user via the same payment method that the user has used, unless the user agrees to a different payment method. The refund is free of charge for the user.

7. No guarantee

7.1 Content posted on all services is provided only for personal information purposes. McThemeParks cannot guarantee that this content is correct, complete or current.

7.2 McThemeParks does not guarantee that the content on our services would be available, uninterrupted or error-free. That defects will be repaired at all times.

7.3 McThemeParks cannot guarantee that the content on our services will always be available, uninterrupted or error-free. That defects will be repaired at all times or that our services and servers will be free from viruses and other infectious and / or other harmful files.

7.4 The user agrees that McThemeParks is not liable for loss of / or damage to your computer, data or computer and telecommunication systems as a result of using our services.

7.5 McThemeParks excludes as far as possible by possible legal provisions all guarantees with regard to the content placed on our services, including content that has been placed by other users. The user expressly accepts that your use of our services is entirely at your own risk.

8. Guarantee

8.1 You represent and warrant that you have the necessary rights and powers to enter into these terms and conditions and to fulfill obligations thereof.

8.2 You represent and warrant that you meet the required age criterion for using our services.

8.3 You represent and warrant that you are the owner of your content or have obtained the legal ownership of your content to post it on our services.

8.4 You represent and warrant that you will pay all fees, royalties and other amounts due to your content to third parties.

8.5 You represent and warrant that you have all necessary rights and powers to make purchases through our services.

8.6 You declare and guarantee that your content complies with our terms and conditions and rules.

9. Privacy

9.1 Personal information that you provide to McThemeParks about yourself in order to use our services will only be used in accordance with our privacy policy which forms part of these terms and conditions.

9.2 By providing personal information to McThemeParks, you agree that we can edit the information for purposes for which you have provided this information and as described in our privacy policy and further in accordance with mandatory law.

10. Termination and suspension

10.1 The user is at all times allowed to close his account without giving any reason by contacting us. If the user has paid for additional services, he is not entitled to compensation for these services already paid.

10.2 McThemeParks is at all times allowed to terminate the account if the user violates the general terms and conditions and / or the rules. The user is not entitled to a refund of services already paid for.

10.3 If McThemeParks or the user terminates his / her account, McThemeParks is allowed to remove the user content.

10.4 McThemeParks can change its services or a part thereof at any time at its own discretion or for any reason. They can also suspend or discontinue access without being liable.

11. Changes to terms and conditions

11.1 McThemeParks can change the general terms and conditions at its own discretion at any time.

11.2 By using our services after a change you will be bound by the changed terms and conditions.

11.3 If the general terms and conditions have been changed, we will report this via our website.

12. Final provisions

12.1 If McThemeParks does not exercise or enforce a right or provision of the general terms and conditions, this does not affect the right or that provision.

12.2 You agree that we may transfer the rights of these terms and conditions to a third party at any time, and that third party may assume our liability and obligations under these terms and conditions. If this happens, we will notify you.

12.3 Language and spelling errors reserved.