

# Legal and compliance

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# Privacy Policy

## Summary

This Privacy Policy ("Policy") explains how we collect, use, store, protect, and share your personal information through our services.

In this *Policy* the terms "we", "our", "ourselves" and "us" refers to Project City Build (PCB), an Unincorporated Association, based in Australia.

"You" and "your" refers to any person or persons whose personal information we process during the course of operating our services.

It's important you understand this policy and that you read it in its entirety. To assist you with understanding this policy, we've created the below summary:

- **We care about privacy** - We are committed to operating in a responsible and ethical manner. Respecting your privacy and protecting your personal information is part of that mission.
- **We don't sell your data** - We generate operating income through donations. We will never sell your data for profit or distribute it in any way unconnected with Project City Build account.
- **We limit what information you must disclose** - We require only the information that is necessary to create and administer your Project City Build account and to satisfy our legal requirements, any other information you may choose to disclose to us is optional.

## Information we collect

The nature and extent of personal information that we collect varies depending on your particular interaction with us and the nature of our functions and activities.

## Information you provide us

- **Identity information** - We collect identifying information such as your name, email addresses. If you are applying for a service we may offer, we may also need to collect specific information that will enable us to supply that service to you. We collect and store this information in a manner that allows us to assist you in the future.

- Sensitive information - Some services may require us to collect 'sensitive information', which may include (but is not limited to) your Minecraft username and UUID. We only collect this type of information in accordance with the Privacy Act 1988 (Cth) (*Privacy Act*). If you do not agree to provide us with the information we request, we may not be able to offer you the service you seek.
- Payment details - If you make a donation, you need to submit a valid payment method and associated billing information, such as your full name and billing address. Our payment processor, Stripe, will receive and process your payment information.
- Information from actions you take - We collect information about actions you take when administer your account, such as which settings you may select. This allows us to improve the quality of services we are able to provide.
- Information used to provide optional services - Certain optional services, like multi-factor authentication, may require that you provide us with additional information such as your mobile phone number to make them work. In the event you choose to provide us with this information, we may share a restricted amount of information with our SMS facility providers, but only to the extent necessary to facilitate these services.
- Other information you provide directly to us or our service providers - You may have the option to submit additional information under certain circumstances. For example, you may participate in surveys or provide feedback on various aspects of PCB. If you would like to access any of our services on an anonymous basis or by using a pseudonym, please tell us. However, we will require you to identify yourself if:
  - We are required by law to deal with individuals who have identified themselves; or
  - It is impracticable for us to deal with you if you do not identify yourself or elect to use a pseudonym.

## Information we collect automatically

- Information about your device - We collect information about the devices you use to access our services. This includes information like your IP address, operating system information, browser information and information about your device settings.
- Information about your use of our services - We collect log and event information related to how and when you use our services, such as pages you visit on our website.
- Other information that we collect automatically - When you take certain actions, such as clicking on an ad, we may receive information about you, such as which ad you saw, on which platform you saw it. We may receive information from cookies and similar technologies. First-party cookies are placed by us (and our third-party service providers) and allow you to use the services and to help us analyse and improve your experience and the services. We operate 3 types of cookies:
  - Necessary cookies - These are required for services to function. If you try to use tools to disable these cookies, parts of the services may not work properly.
  - Functional cookies - These help us provide enhanced functionality on the services like remembering your preferences.
  - Performance cookies - These allow us or our third-party analytics providers to learn how you and others use and engage with the services so we can understand and

improve them.

## Information we receive from other sources

We may receive personal information about you from other sources, such as our service providers and combine that with information with the other information we have about you. For example, when you link your *PCB* account to your Minecraft account, we will use your username and UUID to determine what permissions should be assigned. Where practical, we will collect personal information directly from you.

## How we use your information

We use your personal information for the following purposes:

### To fulfil our contract with you

- To contact you - We use your information to contact you in connection with your account, such as sending ban notifications. We may also use your information to contact you about important changes, or to let you know about certain services.
- To provide customer service - We use your information to respond to your questions about our services and to investigate other issues.
- With your consent - When we collect your personal information with your consent, you agree for us to use your information in accordance with this *Policy*.

### For legitimate operational purposes

- To protect our services - We use information to keep our services secure, to prevent fraud and to enforce consequences against those who seek to defraud us.
- To report PCB's performance - We use your information to track the metrics of PCB, and to perform reporting.
- To advertise, personalise and improve our services - We use certain information to assist in the delivery of our advertising, to measure the effectiveness of advertisements for our services and to improve such advertisements in the future. You can 'opt-out' of receiving marketing communications at any time by contacting us or by following the unsubscribe instructions in any relevant communication.
- To satisfy our legal obligations - We retain and use your information in connection with potential legal claims when necessary and for compliance, regulatory, and auditing purposes. For example, we retain information where we are required by law or if we are compelled to do so by a court order or regulatory body. Also, when you exercise any of your applicable legal rights to access, amend, or delete your personal information, we

may request identification and verification documents from you for the purpose of confirming your identity.

## To protect someone's vital interests

We may collect or share personal information if we think someone's life is in danger, for example to assist with an urgent medical situation.

## How we share your information

- When you tell us to - When you provide us with personal information, you are consenting to us using your information for the purposes detailed in this policy.
- With our service providers - We may share personal information with our service providers we use to complete specific tasks for us. This includes payment processor, Stripe.
- To enforce our policies and rights - We share information if needed to enforce PCBs policies, such as our Privacy Policy or other policies to protect the rights, property and safety of ourselves and others.
- Aggregated or de-identified personal information - We may share information about you that has been aggregated or anonymised such that it cannot be reasonably used to identify you, for example in our community surveys.
- Sale, acquisition or transfer of assets - We may share information if we are evaluating and/or engaging in a merger, acquisition, re-organisation, bankruptcy, sale, transfer or change in ownership of PCB or its assets.
- To comply with the law - We may share information in response to a request for information if we believe disclosure is required by law, including meeting national security or law enforcement requirements. Where allowed and feasible, we will attempt to provide you with prior notice before disclosing your information in response to such a request.
- In an emergency - We may share information if we believe in good faith that it's necessary to prevent serious harm to a person.

## Accessing your personal information

You can request access to the personal information we hold about you. So that we can provide complete and accurate records quickly and effectively, we may ask you to complete a 'Personal Information Access Request Form'. We will not charge you to provide this information in the first instance, however a charge may be applicable for additional requests, or where requests include physically printing and mailing information. The data will be provided in a structured, commonly used

format.

# Correcting your personal information

We take reasonable steps to ensure that the personal information we collect, store, use or disclose is accurate, up-to-date and complete. However, we rely on you to advise us of any changes to your information. If you believe the information we have is inaccurate, out-of-date or incomplete, please advise us.

# Integrity of your personal information

We will take reasonable steps to:

- Ensure that the personal information that we collect is accurate, up to date and complete;
- Ensure that the personal information we hold, use or disclose is, with regard to the relevant purpose, accurate, up to date, complete and relevant; and
- Secure your personal information.

We will take reasonable steps to protect personal information from:

- Misuse, interference and loss; and
- Unauthorised access, modification or disclosure. We will take reasonable steps to destroy or de-identify personal information that we hold if we no longer need the information for the primary purpose for which the information was collected and we are not otherwise required by law to retain the information.

# Data retention

We retain personal information for as long as it is needed for the purpose for which we collected it. Information may be deleted once it is no longer needed and no longer legally required to be retained.

# Right to request the deletion of personal information

We provide the option to request the deletion of the personal data we hold about you. If you would like to request the deletion of your data, please submit your request by email. In some cases we may opt to de-identify data instead of deleting (e.g. historical surveys/reporting).

# International data transfers

We are based in Australia, and we process and store information on servers located in Australia and Canada. By accessing or using our services, or otherwise providing information to us, you understand that your information will be processed and stored in Australia and Canada. If we disclose personal information to overseas recipients, we will take reasonable steps to ensure that such recipients do not breach the *Privacy Act* and the [Australian Privacy Principles \(APP\)](#).

In accordance with *APP* 8.19, we may disclose personal information to an overseas recipient without complying with *APP* 8.1 where we reasonably believes that:

- the overseas recipient is subject to a law, or binding scheme, that has the effect of protecting the information in a way that, overall, is at least substantially similar to the way the *APPs* protect the information, and
- mechanisms can be accessed by the individual to enforce that protection of the law or binding scheme (*APP* 8.2(a)).

For the avoidance of doubt, members of our management team may be an overseas recipient.

# Additional rights

Your country, administrative division, or supranation may grant you additional data protection and privacy rights. Any data protection and privacy rights that you may be entitled to under this *Policy*, are in addition to these statutory rights.

The scope of legal protections can vary significantly. Below are examples of prominent data protection regulations, though this is not an exhaustive list.

## European Union

### General Data Protection Regulation (GDPR)

By using our services, you are providing your explicit consent to us to process your personal information.

You have the right to withdraw your consent at any time. You must notify us by email if you wish to withdraw your consent.

## United Kingdom

### UK General Data Protection Regulation (UK GDPR)

By using our services, you are providing your explicit consent to us to process your personal information.

You have the right to withdraw your consent at any time. You must notify us by email if you wish to withdraw your consent.

## United States of America

### California Consumer Privacy Act (CCPA)

PCB, does not meet the threshold requirements to be subject to the California Consumer Privacy Act (CCPA). However, we voluntarily extend the same privacy principles outlined in this *Policy* to residents of California.

## Other jurisdictions

If you believe that your country, administrative division, or supranation provides you with additional rights, beyond those provided by the *PCB Privacy Policy*, and that *PCB* may be in breach of such rights, please contact us by email.

## Complaints

If you would like to make a complaint about the way we collect, use, store, protect or share your personal information, or otherwise consider there may be a breach of the Privacy Act or the Australian Privacy Principles, you may lodge a complaint under our complaints procedure. All complaints will be treated seriously and dealt with promptly. The complaints procedure is our way of ensuring your privacy concerns are raised and addressed promptly.

A copy of complaints procedure can be requested by emailing us.

You may also make a complaint directly to the Office of the Australian Information Commissioner (OAIC) online, by mail, fax or email. Please visit the OAIC website at



<https://www.oaic.gov.au/privacy/privacy-complaints/> for more information.

# Updating this *Policy*

We may update this *Policy* from time to time. If we do so and the changes are significant, we'll provide a prominent notice on our website. Therefore, please review this *Policy* periodically for changes or call to request a copy at any time

# Contact us

If you would like more information or have any questions in relation to this *Policy* or how we process your information, please contact our privacy officer. We'll be happy to help.

**Email:** [admins@projectcitybuild.com](mailto:admins@projectcitybuild.com)

# Terms of Service

## Introduction

These Terms of Service ("Terms") explain the services we provide, including access to certain software, features, and content. By accessing or using our services, you agree to be bound by these *Terms*.

In these *Terms*, "we", "our", "ourselves", and "us" refer to Project City Build (PCB), an unincorporated association based in, Australia.

"You" and "your" refer to you, the user.

It's important that you read these *Terms* in their entirety to understand your rights and obligations.

## Minecraft End User Licence Agreement (EULA)

By using our services, you agree to comply with the Minecraft End User Licence Agreement (EULA). *PCB* is not affiliated with Minecraft, Mojang AB, or Microsoft Corporation. We are an independent service, and the use of our server does not grant you any rights with respect to Minecraft or its associated entities.

### Non-affiliation disclaimer

NOT AN OFFICIAL MINECRAFT SERVICE. NOT APPROVED BY OR ASSOCIATED WITH MOJANG OR MICROSOFT.

## 1. Related documents

We also have a [Privacy Policy](#), [Community Rules](#), and these other policies that apply to your use of our services and are incorporated into these terms. You should read these policies - we've worked hard to make them simple and clear, and they contain important information about your use of our services.

Together, these rules make *PCB* possible, and they matter to us. If you believe others aren't following them, please let us know by reporting it to us.

## 2. Age requirements and responsibility of parents and legal guardians

By accessing our services, you confirm that you meet the minimum age required by the laws in your country.

If you're a parent or legal guardian, and you allow your child (who must meet the minimum age for your country) to use the services, then these *Terms* also apply to you, and you're responsible for your child's activity on the services, including donations made by them.

## 3. Our services

*PCB* provides a Minecraft server and related services that allow users to interact, build, and participate in our community. We strive to offer an enjoyable and safe environment for all players. Our services include access to our Minecraft server, website, and other related features.

### *PCB* Account

To access certain features of our services, you may need to create a *PCB* account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to notify us immediately of any unauthorised use of your account or any other breach of security.

## Donations and payments

Donations to *PCB* are entirely voluntary and are not required to access our services. By making a donation, you acknowledge that it is a gift and not a payment for any goods or services. We do not guarantee any material benefit in exchange for the donation; however, we may offer in-game perks at our discretion as a token of appreciation for your support.

As these payments are a donation, we are unable to offer refunds in most cases, unless required by law.

## Our content

All content provided by PCB, including but not limited to software, graphics, text, and other materials, as well as any creations, structures, or designs built within our Minecraft server, is owned by or licensed exclusively to us. This content is protected by copyright and other intellectual property laws. You are prohibited from reproducing, distributing, modifying, or creating derivative works from our content without our express written permission. This includes copying or recreating any in-game creations outside of our services.

## Your content

While you retain ownership of the original ideas behind any content you create or upload while using our services, you acknowledge that all such content becomes part of our services and is licensed exclusively to PCB. By creating or submitting content, you grant us a worldwide, exclusive, perpetual, irrevocable, royalty-free license to use, reproduce, modify, adapt, publish, distribute, and display your content for any purpose related to operating, enhancing, or promoting our services. You agree not to reproduce, distribute, or recreate your in-game creations outside of our services without obtaining our express written permission.

## Other content

Our services may include content from other users and third parties. We do not endorse or assume any responsibility for such content. You acknowledge that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content.

## 4. Termination of service

We reserve the right to suspend or terminate your access to our services at any time, with or without cause or notice, including for violation of these *Terms* or our Community Rules. Additionally, we reserve the right to discontinue *PCB* or any part of our services at any time without prior notice.

## 5. Service provided "as is"

Our services are provided on an "as is" and "as available" basis. We make no warranties or representations of any kind, express or implied, regarding the operation or availability of our services. We do not guarantee that the services will be uninterrupted, error-free, or free from viruses or other harmful components.

## 6. Indemnity

You agree to indemnify, defend, and hold harmless *PCB*, its administrators, members, and affiliates from any claims, liabilities, damages, losses, and expenses (including legal fees) arising from your use of the services or violation of these *Terms*.

## 7. Limitation of liability

We don't exclude or limit our liability to you where it would be illegal to do so. In countries where the below types of exclusions aren't allowed, we're responsible to you only for losses and damages that are a reasonably foreseeable result of our failure to use reasonable care and skill or our material breach of our contract with you. This doesn't affect consumer rights that can't be waived or limited by any contract or agreement.

To the maximum extent permitted by law, *PCB* shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, arising from your use of the services or these *Terms*.

## 8. Copyright

All content on our services is protected by copyright laws and international treaties. You may not copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer, or sell any information or services obtained from our services without our prior written consent.

Some of our services include tools and software that we have developed and released as open-source. Each of these open-source repositories is governed by its own specific license, which dictates the terms of commercial use, modification, distribution, and other rights. You are responsible for reviewing and complying with the license terms associated with each open-source project. In the event of any conflict between these *Terms* and the applicable open-source licenses, the terms of the open-source licenses will prevail solely with respect to the open-source components.

## 9. Third-party licences and services

Our services may include links to third-party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party websites or services. Your dealings with third parties found on or through the services are solely between you and such third parties.

## 10. Disputes

Any disputes arising out of or relating to these *Terms* or our services shall be governed by and construed in accordance with the laws of The Australian Capital Territory, Australia.

### Dispute Resolution

If a dispute arises, you agree to first attempt to resolve it informally by contacting us. Should the dispute not be resolved within 30 days, either party may seek resolution through mediation or other alternative dispute resolution methods before pursuing legal action.

### Exclusive jurisdiction

These *Terms* are governed by the laws of The Australian Capital Territory, Australia, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in The Australian Capital Territory, including any competent appellate courts, for the resolution of any disputes arising out of or relating to these *Terms* or our services.

## 11. Severability

If any provision of these *Terms* is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the *Terms*, and the remaining provisions shall remain in full force and effect.

## 12. Contact

If you have any questions or concerns about these *Terms* or our services, please contact us at:

**Email:** [admins@projectcitybuild.com](mailto:admins@projectcitybuild.com)