

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

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