

Terms of Use

Version from: December 28, 2022

Effective: December 28, 2022 – July 30, 2023

Welcome to Club Penguin Atake.

Referred to in this document as 'We', the 'Site', 'Us'.

Please read these Terms of Use (“Terms”) carefully before using the website, application, and other services (“Service,” “Services”) operated by us. We reserve the right to change these rules with or without notice.

By using any of our services, you state that you agree to our Terms and Privacy Policy.

If you do not agree to our policies (“Terms of Use”, “Privacy Policy”), please stop using our services immediately.

Ownership and Copyright Statement

By using Club Penguin Atake, you accept that we are completely separate from The Walt Disney Company and/or the Disney Interactive Media Group (collectively, “Disney”). We are an independent project run by Moonlight Studios Group and/or Sunrise Games, we do not have any contact with Disney. You agree to release Disney, as well as any of its employees or agents, from any liability, corporate, or personal loss caused as a consequence of the use of our services.

Accounts and Profiles

The game service itself requires an active account that can be registered with us if the user is 13 years old or older.

Alternatively, under the Children's Online Privacy Protection Rule (“COPPA”), users (also 'members', 'players') must obtain parental or guardian approval to continue using our services. By transferring data over our systems, members confirm that they are at least 13 years old or have permission to represent themselves.

If the user is under the age of 13 or does not have parental or guardian consent, they must stop using the Site and its related services.

Moonlight Studios (Club Penguin Atake) may disclose information about you (including your Data) if we believe it is necessary to address a complaint about your use of the Site, or to contact someone who may be interfering with Club Penguin Atake's or visitors' rights or property. We do not disclose information about users externally without consent.

You cannot:

- impersonate or misrepresent any person or entity, including using another person's login, password, or other account information, or another person's name, likeness, voice, picture, or photograph.
- provide fake information for a parent or guardian information.
- You understand that you are not permitted to sublicense, transfer, sell, or assign your account.

Any attempt to sublicense, transfer, auction, sell, or assign the account is null and void, and such attempts, whether done by the account holder or not, will result in the account being immediately terminated.

For failure to comply with these terms of use or any specific terms relating to a particular service, or for any other reason, we may suspend or terminate your account and your ability to use the Site or portions thereof, subject to applicable law.

Users acknowledge that they are responsible for all activities taken in connection with their account. Moonlight Studios, Club Penguin Atake, or its personnel will not be held liable for any omissions or damages incurred as a direct result of acts taken with your account.

Submissions

Users' comments, ideas, and feedback are ours to use without restriction or reward if they are sent to us.

Our Sites may provide functionality (such as blogs and chat rooms) that allows users to upload and submit comments and/or content.

Users agree not to post or transmit messages or content of any kind to these areas that infringe on or violate the rights of any party, or otherwise violate any relevant laws, by utilising any kind of submission.

Users agree that any communications or anything they post to the areas is non-confidential for all purposes.

Members who use chat or submission capabilities are entirely responsible for their communications and any repercussions that result from their communications. We are under no obligation to post, deliver, remove, change, or otherwise utilise or take action with respect to messages you send via the areas, and we may refuse to do so.

Moonlight Studios, Club Penguin Atake, its staff, contributors, and subcontractors are not liable for any direct, indirect, incidental, special, or consequential damages, loss of profits, or injuries resulting from use of the areas, or reliance on the information and/or content posted in the areas, in fact or law.

Responsibility and Limitations

Users are accountable for any criminal and civil liabilities imposed by enforcement agencies in connection with their account, subject to relevant legislation in their jurisdiction.

Members agree to release or indemnify independent contractors, employees, agents, volunteers, and affiliates of Club Penguin Atake from civil liability arising from third-party negotiations, claims, actions, or disputes as a result of releasing or relating to your Content or Data, your use of the Site or Applications, or any wilful misconduct on your part by creating an account.

Using the Data provided by members, we have the right to terminate their use of any service.

The content hosted on our servers is regularly backed up. In the event that our server is shut down, we will recover any lost data to minimise the impact and downtime for users.

Users recognise the availability of these Data copies and consent for our affiliates to use this information to:

- restore servers;
- update account information;
- assess Application operation by registering an account on Club Penguin Atake.

To the maximum extent permitted by law, none of the Site's affiliates, operators, or volunteers will be liable to any person(s) for indirect, incidental, special, punitive, cover, or consequential damages, however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty,

negligence, or otherwise, even if we have been advised of the possibility of such damages or could have foreseen such damages. These restrictions apply even if this solution does not compensate you for any losses or fails to accomplish its primary goal. Formal agreements governing Club Penguin Atake are governed by administrative conditions.

Termination

These terms of service are in effect until either you or we terminate them. You may terminate these terms of service at any time by ceasing to use the Site and destroying any materials obtained from it, as well as all related documents, copies, and installations, whether created under these terms of service or not.

Our Staff Team has the right to terminate your account without any notices.

We reserve the right, in our sole discretion, to terminate these terms of use with respect to you, including your access to the Site, including, without limitation, if you breach or fail to comply with any material term or provision of these terms of use. You must stop using the Site after it has been terminated.

Service Rules

To use Club Penguin Atake you are required to follow a set of rules, otherwise your account will be terminated.

- No inappropriate words. We keep our game open to everyone, we don't want anyone to be hurt. This rule includes words that are close to swears or words that bypass the filter;
- No racism. Breaking this rule will lead to a permanent ban. Please be polite and kind to others;
- Do not talk about other services unless it's advertised, partnered or is a part of Moonlight Studios ([Learn more](#)) ;
- Be respectful to others and their opinions, even if yours are different;
- Do not spam;
- No harassing, trolling or political talk;
- If there is someone breaking the rules, please screenshot it (indication of them breaking a rule) and report it to a Staff Member (via Discord);

- No talk about relationships, religion, beliefs and any controversial topics. Online dating is not allowed on our platform;
- Do not impersonate Staff Members;
- No hacking or doxing or anything like that. (This includes using the /newcp command, unless it is for puffles in our Discord server.);
- Personal information cannot be sent under any circumstances, this includes where you live, address, phone numbers, email address etc. [Read some tips about online safety on the National Society for the Prevention of Cruelty to Children UK website](#);
- Stop when a staff member tells you to! Send Boo0 a direct message (through Discord) if you feel it was unreasonable, and he will determine if it was or wasn't;
- Never argue with staff. They have the final say;
- No advertising unless Boo0 authorises it. This will ensure everyone's safety and reduce the likelihood that they may visit risky websites;
- No drama. This includes arguments, fighting or saying mean things to one another, and you will be banned if you do;
- Ask for permission before doing something with the name "Club Penguin Atake", its logo or its assets;
- If you see anyone breaking any of these rules, please put the username and what rule they broke in #report in our Discord server.

Miscellaneous

If we make significant changes to these service-specific conditions, we will give you advance notice and the opportunity to review them. These terms may be updated to reflect changes in our policies, abuse or security issues, or legal and regulatory requirements. If a term is invalid or unenforceable, it has no bearing on the validity or enforceability of any other provisions in these terms of service.

To terminate your relationship with Club Penguin Atake, go to our Privacy Policy and find out how to close your account. If our online moderators discover an infringement of these terms, we reserve the right to terminate these conditions with respect to you. These rules apply only to your relationship with Moonlight Studios (Club Penguin Atake), and not to any other organisations or people, even if they legally profit from it.

Related Services

You might visit related or partnered services through Club Penguin Atake.

You can read the Terms of Use of those services using the links below.

- [Waddle Penguins Island](#)
- [YouTube](#)