

Terms of Use

Version from: June 24, 2024;

Effective: June 25, 2024 – July 8, 2024

Welcome to Club Penguin Atake.

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

Please carefully read these Terms of Use ("Terms") before using the website, application, and any services ("Service," "Services") that we operate. We reserve the right to modify these rules, with or without warning.

By using any of our services, **you are agreeing** to our Terms, Privacy Policy, Community Guidelines, and Advertised, Partnered, and External Services Policy.

If you **do not** agree to our policies ("Terms of Use", "Privacy Policy", "Community Guidelines", "Advertised, Partnered & External Services Policy"), please discontinue using our services immediately.

Ownership and Copyright Statement

By using Club Penguin Atake, you agree that we are fully independent from The Walt Disney Company and/or the Disney Interactive Media Group (collectively, "Disney"). We are an independent project. We don't have any sort of relationship with Disney. You agree to release Disney, as well as any of its employees or agents, from any liability, corporate or personal loss resulting from the use of our services.

Accounts and Profiles

The game service itself requires an active account, which can be created with us **only if the user is 13 years or older**.

If the user is under the age of 13, they are forbidden from accessing the Site and any associated services.

Fullmoon (Club Penguin Atake) may release information about you (including your Data) **if we believe it is necessary to resolve a complaint** about your use of the Site or to contact someone who may be infringing on Club Penguin Atake's or visitors' rights or property. **We do not release user information to third parties without their authorisation.**

You cannot:

- impersonate or misrepresent any person or entity, including using someone else's login, password, or other account information, as well as their name, likeness, voice, picture, or photograph.
- provide false information for user information.

- You understand that you cannot transfer, sell, or share your account.

Any attempt to share, transfer, auction, or sell the account is **void**, and such attempts, whether made by the account holder or not, will result in the account's **immediate termination**.

If you fail to comply with these terms of service or any additional rules relating to a specific service, or for any other reason, we can terminate your account and your ability to use the Site.

Users acknowledge that they are responsible for all activities that occur related to their account. Fullmoon, Club Penguin Atake, or its staff members will not be held liable for any mistakes or damages that occur as a direct result of actions made with your account.

Submissions

If you send us your thoughts, ideas, or suggestions, we can use them without limitation or reward.

Our websites may include features (such as blogs and chat rooms) that allow users to publish and share comments and/or content.

Users conduct not to publish or share messages or content of any kind in such areas that violate on any party's rights, or break any relevant laws, using any type of submission.

Users agree that any conversations or anything they submit in the areas are non-confidential for any reason.

Members who use the chat or submission features are solely responsible for their communications and any consequences that follow from them.

We are not obligated to post, deliver, remove, edit, or otherwise utilise or act on messages you send through the areas, and we reserve the right to refuse to do so. Fullmoon, Club Penguin Atake, its staff, contributors, and suppliers are not liable for any direct, indirect, incidental, special, or consequential damages, loss of profits, or injuries resulting from the use of the areas or dependence on the information and/or content posted in the areas, whether in fact or law.

Responsibility and Limitations

Users are responsible for any criminal and civil penalties issued by law enforcement agencies in connection with their account, subject to applicable laws in their jurisdiction.

Members agree to release Fullmoon/Club Penguin Atake's vendors, staff members, representatives, volunteers, and affiliates from civil liability caused by third-party negotiations, claims, actions, or disputes relating to your Content or Data, your use of the Site or Applications, or any wilful misconduct on your part.

We have the right to terminate a member's use of any service based on the data they submit.

The content hosted on our servers is regularly backed up. In the event that our server is shut down, we will restore any lost data to reduce the impact and downtime for users. Users acknowledge the availability of these Data copies and agree that our affiliates may use this information to:

- restore servers;
- update account information;
- evaluate Service's functionality.

To the fullest 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 caused, under any theory of liability, including, but not limited to, contract, tort, warranty, breach of mandatory duty, negligence, or otherwise, even if we were advised of the possibility of such damages or could have foreseen them. These limitations apply even if this solution does not compensate you for any losses or fails to meet its primary objective.

Administrative limitations apply to formal agreements regulating Club Penguin Atake.

Termination

You may terminate these terms of service at any time by discontinuing use of the Site and erasing any contents obtained from it, as well as any related documents, copies, and installations, whether made under these terms of service or not.

Club Penguin Atake reserves the right for our operators and staff members to terminate your account without warning.

We have the right, at all times, to terminate these terms of use with respect to you, including your access to the Site, including, but not limited to, if you violate or fail to comply with any essential term or condition of these terms of use. You must discontinue using the Site after it has been terminated.

Community Guidelines

To use Club Penguin Atake you are required to follow a set of guidelines ("Community Guidelines"), otherwise your account will be terminated.

- **Use proper language at all times.** We aim to make sure that everyone feels comfortable and welcome. If you use any curse words, slurs, insults, or other inappropriate language in your message, it will be removed, and you will face consequences.

- **Show respect for everyone's race, ethnicity, culture, and identity.** We will not accept racism, discrimination, or hate speech on our game or server. If you violate this rule, you will be permanently banned without notice.
- **Do not discuss or promote any other Club Penguin Private Server (CPPS) or service unless it has been officially advertised, partnered with, approved by Boo0 or a part of Fullmoon's portfolio.** Our partner list is available in [the Advertised, Partnered & External Services Policy](#). The list of Fullmoon services can be found at www.fullmoon.dev. This includes Direct Messages as well.
- **Respect others' opinions, even if you disagree with them.** Do not initiate or participate in any disagreements, discussions, or confrontations with other members or staff. If you have an issue with someone, try to resolve it privately or contact a staff member.
- **Avoid spam.** Spamming can be defined as sending the same or similar messages repeatedly, overusing emoticons, capitals, or punctuation, or sending irrelevant or off-topic messages. This also includes Direct Messages.
- **Do not harass anyone in our game or server.** Harassment is defined as making unwelcome or improper comments, threats, jokes, or approaches towards another person, as well as persistently disturbing or following them.
- **Don't misuse the ping function.** Only ping a staff person once, and only when you want their assistance or attention. Please do not ping more than one staff person at a time, or more than four users in one message. We have an auto-mod bot that will ban you if you do. Please be patient and wait for a staff member's response. *This point applies to Club Penguin Atake's Discord server only, as pings do not exist inside the game.*
- **If you see someone violating the rules, please screenshot the proof and report it to [support](#).** Do not try to manage the problem on your own or publicly call out the rule-breaker. Allow staff members to handle it, and follow their directions.
- **No political discussions unless they are respectful and civil.** We recognise that some people may like to discuss current events or concerns, but please be respectful and polite. Do not offend, mock, or attack someone because of their political beliefs or associations.
- **No discussion of relationships, religion, beliefs, or other troublesome matters.** These issues can be delicate, personal, or controversial, and they can cause discomfort or disagreement among our members. Please don't bring them up in our game or server.
- **Do not impersonate staff or other users.** Impersonation refers to claiming to be someone else by using their name, profile picture, or role. Impersonation is dishonest and insulting, and it might confuse or mislead other members.

- **No hacking, doxing, or similar activities are permitted.** Hacking is the unauthorised access or modification of another person's account, device, or data. Doxing refers to releasing or spreading someone else's personal or private information without their permission. Hacking and doxing are both unlawful and immoral activities.
- **Do not share any personal information, such as your home address, phone numbers, or email address.** This is for your personal safety and privacy. You never know who may view or use your information for malicious reasons. You can read some tips on the [Federal Communications Commission of the United States of America's website](#).
- **Zero trolling.** Trolling is the purposeful act of irritating, annoying, or upsetting other members or staff by making false, ridiculous, or offensive words or acts.
- **When a staff member asks you to stop, stop!** If you believe it was unreasonable, contact us, and we will determine if it is or not. Staff members have the authority and obligation to enforce the rules and keep order. If a staff person instructs you to stop doing anything, don't dispute.
- **Do not argue with staff team members.** Staff members are here to assist and guide you, not to argue or disagree with you.
- **No advertisement unless we agree to it.** Advertising involves promoting or endorsing any product, service, website, or other organisation that is unrelated to our game or server. Advertising is not permitted since it may be spammy, irritating, or harmful to our members. If you wish to advertise something, please contact us first to get permission and follow our requirements.
- **Do not use the bots to say or post inappropriate things, ping someone, or play, display, say or publish information that is prohibited by our Terms of Service, Privacy Policy, or any other rules.** Bots are automated programs that perform a variety of tasks and features on our server. Bots are neither toys nor tools for mischief. *This point only applies to Club Penguin Atake's Discord server, as bots are unavailable inside the game.*
- **Avoid drama.** This includes disputes, fighting, and saying unpleasant things to one another, all of which will result in being banned. Drama refers to any situation or action that creates unnecessary tension, drama, or negativity on our game or server. Drama is not enjoyable or amusing; it is toxic and dangerous.
- **Before doing anything with the name "Club Penguin Atake", its logo, or its assets, obtain permission.** Club Penguin Atake is our brand. If you wish to use them for any reason, you must first obtain our permission and give us credit. The sole exception is YouTube videos, which you may create without permission as long as you follow our guidelines and do not pretend to be us or linked with us.
- **No ban evading.** Ban evasion refers to opening or using a new or different account to get access to our game or server after being banned from it.

- **Competitive and AFK level/XP harvesting via AFK messages, as well as excessive usage of voice channels, are all banned.** Levels are for fun not competitions.

Miscellaneous

If we make major modifications to these service-specific terms, we will notify you and allow you to review them.

To end your relationship with Club Penguin Atake, see our Privacy Policy and learn how to close your account. If our online moderators find a violation of these terms, we keep the right to terminate these conditions in relation to you. These terms only apply to your connection with Fullmoon (Club Penguin Atake), not to any other organisations or individuals, even if they legally benefit from it.

Advertised, Partnered & External Services

Please visit the Advertised, Partnered & External Services Policy, always available at <https://www.cpatake.boo/policies/partners>.

This is no longer the newest version. Visit <https://www.cpatake.boo/policies/terms> for the effective version.