

Terms of Use

LEGAL POLICY

VERSION FROM: MARCH 10, 2024

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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, Privacy Policy, Community Guidelines and Advertised, Partnered & External Services Policy.

If you do not agree to our policies (“Terms of Use”, “Privacy Policy”, “Community Guidelines“, "Advertised, Partnered & External Services 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. 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.

If the user is under the age of 13, they must stop using the Site and its related services.

Fullmoon (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 user 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. Fullmoon, 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.

Fullmoon, 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.

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 significant changes to these service-specific conditions, we will give you 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.

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 Fullmoon (Club Penguin Atake), and not to any other organisations or people, even if they legally profit from it.

Advertised, Partnered & External Services

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

This version is no longer the latest one. Read the current one at <https://www.cpatake.boopolicies/terms>.