Terms of Service

Rules of the Universe

Last Updated: 2024-11-11

Welcome to Cosmo Crafter, a science-fiction, spatial strategy game. By accessing or using our services, you agree to the following terms. Please read them carefully. If you do not agree, you may not use our services.

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1. Acceptance of Terms

1.1 By accessing or using Cosmo Crafter (the “Game”), including any related services, platforms, or websites (collectively, the “Services”), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service (the “Terms”).

1.2 If you do not agree to these Terms, including any future updates, you must not use or access the Services. Continued use of the Services constitutes acceptance of the Terms and any modifications.

1.3 These Terms constitute a binding agreement between you (“Player,” “User”) and Cosmo Crafter’s parent entity (“Company,” “Us,” “We”).

1.4 Additional policies, including the **Privacy Policy**, **Community Guidelines**, **Refund Policy**, and **End-User License Agreement (EULA)**, are incorporated by reference into these Terms and also govern your use of the Services.

1.5 You are responsible for reviewing these Terms periodically to stay informed of any changes.

2. Eligibility

2.1 Minimum Age Requirement

- To access and use the Services, you must be at least 13 years old or the minimum age required in your jurisdiction for using similar online services.
- If you are under the age of 18 (or the age of majority in your jurisdiction), you must have the consent of a parent or legal guardian who agrees to these Terms on your behalf.

2.2 Compliance with Laws

- You represent and warrant that you will comply with all applicable laws and regulations, including those related to online gaming, data privacy, and content usage, while accessing or using the Services.

2.3 Account Registration

- You agree to provide accurate, current, and complete information when creating your account and to keep this information updated.
- Accounts created with false, misleading, or incomplete information are subject to suspension or termination.

2.4 Restricted Access

- Access to the Services is prohibited in any jurisdiction where the content, features, or mechanics of the Game are deemed illegal.
- It is your responsibility to determine whether accessing the Services is lawful in your location.

2.5 One Account Per Player

- Players are limited to one account unless explicitly permitted by the Company.
- Use of multiple accounts for the purpose of gaining an unfair advantage is strictly prohibited and may result in suspension or permanent banning of all associated accounts.

2.6 No Automated Access

- You may not use bots, scripts, or other automated methods to interact with or access the Services unless explicitly authorized in writing by the Company.

3. Account Responsibilities

3.1 Account Security

- You are solely responsible for maintaining the confidentiality of your account credentials, including your username and password.
- You must not share, sell, rent, or transfer your account to another person without prior written consent from the Company.

3.2 Unauthorized Access

- You are responsible for all activity conducted under your account, whether authorized by you or not.
- You agree to notify the Company immediately if you suspect any unauthorized use of your account or any other breach of security.

3.3 Accurate Information

- You must provide accurate and truthful information when creating your account and during gameplay.
- Failure to provide accurate information may result in the suspension or termination of your account.

3.4 Prohibition of Account Sharing

- Each account is personal to the individual who created it. Sharing your account with others, including family members or friends, is strictly prohibited.
- Any actions performed by someone using your account will be deemed as your own, and you may be held responsible for violations of these Terms.

3.5 Inactive Accounts

- The Company reserves the right to deactivate or delete accounts that have been inactive for an extended period, as determined at the Company’s discretion.
- Before deactivating an account, reasonable efforts will be made to notify the user, unless contact information is no longer valid.

3.6 Restoration of Accounts

- Requests for account restoration following suspension or deactivation will be reviewed on a case-by-case basis.
- Restoration is not guaranteed and may require additional verification.

3.7 Prohibition of Fraudulent Activity

- You agree not to engage in fraudulent activities, including but not limited to payment fraud, unauthorized use of payment methods, or creating accounts for malicious purposes.

3.8 Liability Disclaimer

- The Company is not liable for any loss or damage resulting from your failure to comply with these account responsibilities, including unauthorized account access or account compromise.

4. Prohibited Activities

To ensure a safe and enjoyable environment for all players, you agree not to engage in the following prohibited activities while using Cosmo Crafter:

4.1 Unlawful Use

- You may not use the Services for any illegal purpose or in violation of any applicable laws, regulations, or industry standards.

4.2 Cheating, Exploiting, and Hacking

- Engaging in any form of cheating, including the use of unauthorized tools, bots, scripts, or exploits, is strictly prohibited.
- Manipulating game mechanics, abusing bugs, or reverse engineering game code to gain an unfair advantage is not allowed.

4.3 Harassment and Harmful Conduct

- You may not harass, threaten, bully, or harm other players or members of the community.
- Hate speech, discriminatory language, and any form of verbal abuse are strictly prohibited.

4.4 Impersonation

- Impersonating another player, Company staff member, or any individual is not permitted.

4.5 Unauthorized Commercial Use

- You may not sell, rent, or otherwise commercialize your account, in-game items, or Services without explicit permission from the Company.
- Using the Services for advertising, soliciting, or other commercial purposes without authorization is prohibited.

4.6 Inappropriate Content

- You may not upload, share, or display content that is offensive, pornographic, defamatory, or otherwise inappropriate within the game or its community platforms.

4.7 Unauthorized Access

- Attempting to gain unauthorized access to the Services, including other players’ accounts, game servers, or data, is prohibited.

- Circumventing security measures or engaging in activities that could disrupt or harm the Services is not allowed.

4.8 Disruption of Services

- You may not engage in activities that disrupt, overburden, or interfere with the Services, such as denial-of-service attacks or spamming.

4.9 Third-Party Software

- Using third-party software, including unauthorized mods, hacks, or tools, to alter or enhance gameplay is prohibited unless explicitly authorized by the Company.

4.10 Reselling or Distributing the Game

- You may not copy, resell, or distribute the game or any of its components without prior written consent from the Company.

4.11 Violation of Community Guidelines

- Failure to adhere to the **Community Guidelines** will be considered a violation of these Terms.

4.12 Consequences of Violations

- The Company reserves the right to take action, including but not limited to warnings, account suspension, or permanent bans, against users who engage in prohibited activities.

5. Intellectual Property

5.1 Ownership

- All content, assets, and intellectual property associated with Cosmo Crafter, including but not limited to game mechanics, graphics, artwork, logos, trademarks, music, text, and code, are owned by the Company or its licensors.
- Players are granted a limited, non-exclusive, non-transferable license to access and use the Services solely for personal, non-commercial purposes, as outlined in these Terms.

5.2 Restrictions

- You may not:
  - Copy, reproduce, modify, or distribute any part of the Services without prior written consent.
  - Reverse-engineer, decompile, or disassemble the game software or any related technologies.
  - Use the intellectual property for any commercial purpose or in a way that infringes upon the Company’s rights.

5.3 User-Generated Content

- Players may create and share content related to Cosmo Crafter (e.g., fan art, videos, community discussions), provided it:
  - Does not violate these Terms or applicable laws.
  - Does not misrepresent the Company or the game.
  - Clearly acknowledges Cosmo Crafter as the source of inspiration or content, where applicable.
  - By sharing content related to the game, you grant the Company a perpetual, royalty-free, non-exclusive license to use, modify, and distribute the content for promotional or community purposes.

5.4 Reporting Infringement

- If you believe your intellectual property rights have been infringed upon by the Services or user-generated content, you may report the issue to the Company via the contact information provided in these Terms.

5.5 Reservation of Rights

- The Company reserves all rights not explicitly granted to users under these Terms.

6. In-Game Currency and Transactions

6.1 Virtual Currency and Items

- Cosmo Crafter may offer virtual currency (“Credits”) and virtual items (“Items”) that can be purchased with real money or earned through gameplay.
- Credits and Items have no monetary value outside of the game and cannot be exchanged for real currency or assets.

6.2 Purchases and Payments

- By making a purchase, you represent and warrant that you are authorized to use the payment method provided.
- All payments are processed securely through approved third-party payment processors, and the Company does not store your payment information.
- Prices for Credits, Items, or subscriptions may change at any time without prior notice.

6.3 No Refunds

- Purchases of Credits, Items, or subscriptions are generally non-refundable, except as required by applicable laws or outlined in the **Refund Policy**.

6.4 Limited License

- Any Credits or Items purchased or earned are licensed to you for personal, non-commercial use and remain the property of the Company.

6.5 Fraudulent Transactions

- Fraudulent transactions, including chargebacks, will result in account suspension or permanent banning, and legal action may be pursued.

6.6 Modification of Virtual Items

- The Company reserves the right to modify or discontinue Credits, Items, or their functionality at its sole discretion without prior notice.

6.7 Trading and Transfers

- Trading or transferring Credits, Items, or accounts outside of the game’s authorized systems is strictly prohibited.
- Unauthorized trading or transfer attempts may result in account suspension or termination.

6.8 Subscription Services

- Cosmo Crafter may offer subscription-based features or benefits. Subscription fees are charged periodically as stated at the time of purchase and will auto-renew unless canceled.
- You may manage or cancel subscriptions through your account settings or the platform where the subscription was purchased.

6.9 Tax and Fees

- You are responsible for any applicable taxes or fees related to purchases or subscriptions.

7. Game Updates and Changes

7.1 Continuous Development

- Cosmo Crafter is a dynamic and evolving game. The Company reserves the right to add, remove, or modify content, features, mechanics, or services at any time without prior notice.

7.2 No Guarantee of Features

- The Company does not guarantee the availability or functionality of specific features or content, including in-game Items or Credits, and is not obligated to maintain them indefinitely.

7.3 Downtime and Maintenance

- Periodic maintenance or updates may require temporary downtime, which may or may not be announced in advance.
- The Company is not liable for any inconvenience or loss resulting from such downtime.

7.4 Discontinuation of Services

- The Company reserves the right to suspend or discontinue any part of the Services, or the game itself, for any reason.
- In the event of game discontinuation, reasonable efforts will be made to notify users and provide compensation, where applicable, at the Company’s discretion.

7.5 Alfa and Beta Features

- Certain features may be released in alfa or in beta form, which means they are experimental and may change significantly or be removed.
- Use of beta features is at your own risk, and the Company is not liable for any issues arising from their use.

7.6 User Feedback

- The Company welcomes player feedback and suggestions regarding game updates and improvements.
- By submitting feedback, you grant the Company a royalty-free, perpetual license to use and incorporate your suggestions without obligation or compensation.

8. Termination of Account

8.1 Voluntary Account Termination

- You may terminate your account at any time by contacting the Company or through account settings (when available).
- Upon termination, access to your account, including in-game Credits, Items, and progress, will be permanently revoked and cannot be restored.

8.2 Company-Initiated Termination

- The Company reserves the right to suspend or terminate your account, with or without notice, if:
  - You violate these Terms or any applicable policies.
  - Fraudulent or unauthorized activity is detected on your account.
  - Your account remains inactive for an extended period, as determined by the Company.

8.3 Consequences of Termination

- Upon account termination, you lose access to the Services, including any associated in-game Credits, Items, and progress.
- No refunds or compensation will be provided for unused Credits, Items, or subscriptions unless otherwise required by law.

8.4 Appealing Termination

- If your account is terminated and you believe this action was taken in error, you may appeal by contacting the Company with relevant details.
- Appeals are reviewed on a case-by-case basis, and decisions are final.

8.5 Reinstatement of Terminated Accounts

- Reinstatement of terminated accounts is not guaranteed and may require additional verification or compliance with conditions set by the Company.

8.6 Effects on User-Generated Content

- The Company reserves the right to retain, remove, or anonymize any user-generated content created before account termination, as permitted by applicable laws.

8.7 Service Termination

- If the Services are discontinued entirely, the Company will make reasonable efforts to notify users in advance and may, at its sole discretion, offer compensation for unused Credits or subscriptions.

9. Limitation of Liability

9.1 “As Is” Basis

- The Services, including the game, are provided on an “as is” and “as available” basis. The Company makes no warranties or representations, express or implied, regarding the functionality, reliability, or suitability of the Services.

9.2 No Guarantee of Availability

- The Company does not guarantee uninterrupted or error-free access to the Services. Downtime, bugs, or disruptions may occur due to maintenance, updates, or unforeseen issues.

9.3 No Responsibility for Losses

- The Company is not liable for any direct, indirect, incidental, or consequential damages arising from:
  - The use or inability to use the Services.
  - Loss of data, progress, in-game Credits, or Items.
  - Unauthorized access to your account.
  - Actions of other users or third parties.

9.4 User Responsibility

- You are solely responsible for your actions within the game and for ensuring your hardware and software meet the requirements to access the Services.
- The Company is not liable for any harm caused to your devices, operating systems, or data as a result of using the Services.

9.5 Third-Party Content and Links

- The Services may contain links to third-party websites or content. The Company does not endorse or assume responsibility for any third-party content, products, or services.

9.6 Maximum Liability

- In jurisdictions that do not allow full limitation of liability, the Company’s total liability is capped at the amount you have paid for the Services in the 12 months preceding the incident.

9.7 Force Majeure

- The Company is not liable for delays or failures in performance due to causes beyond its reasonable control, including acts of nature, government actions, power failures, or network outages.

10. Dispute Resolution

10.1 Initial Resolution

- In the event of a dispute, you agree to first attempt to resolve the matter informally by contacting the Company at **joao[at]cosmocrafter.net**.
- The Company will make reasonable efforts to address and resolve your concerns within 30 days of receiving your communication.

10.2 Binding Arbitration

- If a dispute cannot be resolved informally, you agree to resolve any claim, dispute, or controversy arising out of or relating to these Terms or the use of the Services through binding arbitration.
- Arbitration will be conducted in accordance with the rules of a recognized arbitration body mutually agreed upon by the parties.

10.3 Class Action Waiver

- You agree that any disputes will be resolved on an individual basis and not as part of a class, collective, or representative action.
- By agreeing to these Terms, you waive any right to participate in a class action lawsuit or class-wide arbitration.

10.4 Governing Law

- These Terms and any disputes arising under them are governed by the laws of **The Netherlands**, without regard to its conflict of laws principles.

10.5 Exceptions to Arbitration

- The following claims may be resolved in court:
  - Claims related to intellectual property rights.
  - Claims eligible for resolution in small claims court.

10.6 Arbitration Fees and Costs

- The costs of arbitration will be shared equally by both parties, unless otherwise stipulated by the arbitration body or applicable law.

10.7 Venue for Arbitration

- Arbitration proceedings will be conducted in **The Netherlands**, unless both parties agree to an alternative location or method (e.g., virtual arbitration).

10.8 Final Decision

- The arbitrator’s decision will be final and binding, and judgment may be entered in any court of competent jurisdiction.

11. Changes to Terms

11.1 Right to Modify

- The Company reserves the right to modify, update, or replace these Terms at any time at its sole discretion.

11.2 Notification of Changes

- Material changes to the Terms will be communicated to users through reasonable means, such as:
- Posting the updated Terms on the game’s website or platform.
- Sending notifications via email or in-game messages.

11.3 Effective Date

- Unless otherwise stated, changes to the Terms will take effect immediately upon posting.
- Continued use of the Services after the effective date constitutes acceptance of the updated Terms.

11.4 Review of Updates

- It is your responsibility to regularly review the Terms for updates. If you do not agree to the updated Terms, you must stop using the Services.

11.5 Archival of Terms

- Previous versions of the Terms may be archived and made available upon request for reference purposes.

12. Contact Information

If you have any questions, concerns, or feedback regarding these Terms or the Services, you can reach out to us through the following channels:

12.1 Email

- **joao[at]cosmocrafter.net**

For general inquiries, technical support, or account-related issues.

12.2 Mailing Address

- **N/A**

For formal correspondence, including legal notices or requests.

12.3 Customer Support

- Visit our **Discord** for FAQs, troubleshooting guides, and live support options.

12.4 Response Times

- We strive to respond to all inquiries within 2-5 business days, depending on the nature of your request.

12.5 Reporting Violations

- To report a violation of these Terms, including prohibited activities or intellectual property concerns, please use our dedicated reporting form at **joao[at]cosmocrafter.net**.