

# Terms and Conditions of Service

## **PREAMBLE**

Pterodactyl Market offers a community and platform for users to buy, sell, and trade products and services with one another (the "Service"). By registering as a member and creating an account or otherwise using the Service in any way, you agree to the Terms of Service (the "TOS").

The TOS governs your access to and use of the Service and sets forth the terms and conditions under which the Service is made available to you. The TOS, along with any other rules and policies that Pterodactyl Market may post from time to time within the Service (incorporated herein by reference), will govern your use of the Service. If you do not agree with the TOS, then you may not access or use the Service.

You represent that you are fully able and competent to enter into the terms, conditions, obligations, representations and warranties set forth in the TOS. If you are using the Service as a representative of a company or legal entity, you represent and warrant that you: (i) have the authority to enter into the TOS on behalf of that company or entity and grant all licenses set forth in the TOS on behalf of that company or entity; and (ii) agree that the terms "you" and "your" in the TOS refers to your company or legal entity.

## **ELIGIBILITY**

By using the Service, you agree that you: (i) can form a binding contract with Pterodactyl Market or your parent or legal guardian has read, reviewed and agreed to accept the TOS; (ii) will comply with these TOS and all applicable local, state, national, and international laws, rules, and regulations.; and (iii) are at least 13 years of age.

## **LICENSE TO USE SERVICES**

Pterodactyl Market grants you a limited, non-exclusive license to access and use the Service. This license is personal to you and may not be assigned or sublicensed to anyone else or any other entity.

Except as expressly permitted by Pterodactyl Market in writing, you may not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Service in any way, nor will you take any measures to interfere with or damage the Service, in whole or in part. All rights not expressly granted by Pterodactyl Market herein are reserved.

## **LICENSE GRANTED BY YOU**

As between you and Pterodactyl Market, you own all content that you create and submit to the Service. You grant Pterodactyl Market a worldwide, perpetual, non-exclusive, and royalty-free license to distribute, edit, host, modify (in whole or in part), store, transmit, use, and publicly display your content through all media now known or hereafter created. You further grant all users of the Service permission to view and use your content.

If you make suggestions to Pterodactyl Market on improving or adding new features to the Service, Pterodactyl Market shall have the right to use your suggestions without any compensation or obligation to you.

## **MEMBERSHIP AND ACCOUNTS**

To fully use the Service, you need to register as a member and create an account by providing a valid e mail address and other information. You must provide complete and accurate registration information to Pterodactyl Market and update your information when it changes. If you are a business, government, or non-profit entity, the person whose e-mail address is associated with the account must have the authority to bind the entity to the TOS.

By using the Service, you agree that you will not: (i) create more than one account for yourself; (ii) create another account if Pterodactyl Market has already disabled your account, unless you have Pterodactyl Market's written permission to do so; (iii) buy or sell access to your account without Pterodactyl Market's written permission; (iv) share your account password; and (v) log in or attempt to access the Service through unauthorized third-party applications or clients.

Last Revised: April 18<sup>th</sup> 2022

You are responsible for all activity that occurs under your account, including any activity by unauthorized users. If you become aware of unauthorized access to your account, you agree to change your password and notify Pterodactyl Market immediately.

### **TERM AND TERMINATION**

The TOS begins on the date you create your account or first use the Service and continues as long as you have an account with Pterodactyl Market and continue to use the Service.

Pterodactyl Market may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submit to Pterodactyl Market via the Service if Pterodactyl Market determines that you have violated any provision of the TOS or for any other reason. If Pterodactyl Market disables or deletes your account for the foregoing reasons, you may not create a new account on the Service. Pterodactyl Market may block your e-mail address and Internet protocol address to prevent further registration and account creation.

Upon termination, all licenses granted by Pterodactyl Market will terminate. In the event of account deletion for any reason, content that you submitted may no longer be available. Pterodactyl Market shall not be responsible for the loss of such content, and all purchases will be deemed forfeit.

### **CONTENT RESTRICTIONS**

You may not upload, post, or transmit (collectively, "submit") any text, images, videos, sounds, or other works (collectively, "content") that: (i) Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); (ii) Contains sexually explicit content or pornography; (iii) Contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group; (iv) Exploits minors; (v) Depicts unlawful acts or extreme violence; (vi) Depicts animal cruelty or extreme violence towards animals; (vii) Promotes fraudulent or dubious business schemes; or (viii) Violates any law.

### **CODE OF CONDUCT**

In using the Service, you agree that you will behave in a civil and respectful manner at all times. Furthermore, you agree that you will not: (i) Act in a deceptive manner by, among other things, impersonating any person; (ii) Harass or stalk any other person; (iii) Harm or exploit minors; (iv) Distribute "spam"; or (v) Collect information about others.

Furthermore, by using the Service, you agree that: (i) You will not use the Service for any purpose that is illegal or prohibited in these TOS; (ii) You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Service or extract other user's information; (iii) You will not use or develop any third-party applications that interact with other users' content or the Service without Pterodactyl Market's written consent; (iv) You will not use the Service in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden, or impair the functioning of the Service; (v) You will not use another user's account, username, or password without their permission; (vi) You will not solicit login credentials from another user; (vii) You will not post content that contains pornography, graphic violence, threats, hate speech, or incitements to violence; (viii) You will not upload viruses or other malicious code or otherwise compromise the security of the Service; (ix) You will not attempt to circumvent any content-filtering techniques Pterodactyl Market employ, or attempt to access areas or features of the Service that you are not authorized to access; (x) You will not probe, scan, or test the vulnerability of the Service or any system or network; and (xi) You will not encourage or promote any activity that violates the TOS.

Pterodactyl Market has the right, but not the obligation, to monitor all content submitted to the Service. If Pterodactyl Market believes you are abusing the Service in any way, Pterodactyl Market may limit, suspend, or terminate your account and access to the Service, remove any content you have submitted to the Service, remove any special status associated with your account and take technical or legal steps to prevent you from using the Service.

Pterodactyl Market may cancel unconfirmed accounts or accounts that have been inactive for a long time. Pterodactyl Market may also modify or discontinue the Service at any time. Additionally, Pterodactyl Market reserves the right to refuse access to all or part of the Service to you for any reason.

Last Revised: April 18<sup>th</sup> 2022

### **PURCHASES AND REFUNDS**

You agree that you will pay for all products you purchase from Pterodactyl Market through the Service, and that Pterodactyl Market may charge your payment method for any products or services purchased from Pterodactyl Market through the Service. All gifted purchases to other users may not be used as a form of currency or trade. These are gifts, not a currency or middleman for your transactions. Prices for products and services offered by Pterodactyl Market via the Service may change at any time, and the Service does not provide price protection or refunds in the event of a price reduction or promotional offering. Any purchase made from Pterodactyl Market via the Service is non-refundable. If your account is suspended or terminated due to your breach of the TOS, you will not be refunded for any purchase made from Pterodactyl Market via the Service.

### **BRANDING GUIDELINES**

Pterodactyl Market permits you to use its name, logo, screenshots and other brand features ("Brand Features") only in limited circumstances and as specified in this TOS.

Pterodactyl Market's name and logo may not be used in connection with any third-party service or product, unless otherwise agreed upon in writing. In addition, Pterodactyl Market's name and logo may not be used on manufactured products, such as but not limited to: T-shirts, packaging, or other merchandise. Pterodactyl Market's logo may not be used in a way that suggests a common, descriptive, or generic meaning. Pterodactyl Market's logo may not be used in a way that implies a relationship or affiliation with, or endorsement by, Pterodactyl Market.

You may use a standard screenshot of the Service in digital formats for an instructive, educational or illustrative purpose. You may not superimpose graphics, photos, or ad copy on the screenshot or otherwise change the look of the screen-captured image.

### **REPRESENTATIONS AND WARRANTIES BY YOU**

For each piece of content that you submit, you represent and warrant that: (i) you own the content you submit to the Service and are able to grant the licenses set forth in the TOS; (ii) Pterodactyl Market will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with the TOS and all applicable laws.

### **INDEMNIFICATION**

You will indemnify, defend, and hold harmless Pterodactyl Market and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on the Service; (ii) assert a violation by you of any term of the TOS; or (iii) assert that any content you created using the Service or submitted to Pterodactyl Market violates any law or infringes any third party right, including any intellectual property or privacy right.

### **DISCLAIMERS**

Pterodactyl Market has no obligation to screen or monitor any content and does not guarantee that any content available on the Service complies with the TOS or is suitable for all users.

Pterodactyl Market provides the Service on an "as is" basis. You therefore use the Service at your own risk. Pterodactyl Market expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Pterodactyl Market make no representations or warranties: (i) Concerning any content submitted by any user; (ii) Concerning any third party's use of content that you submit to the Service; (iii) That any content you submit to the Service will be made available on the Service or will be stored by Pterodactyl Market; (iv) That the Service will be permitted in your jurisdiction; (v) That the Service will be uninterrupted or error-free; (vi) That the Service will meet your business or professional needs; (vii) That Pterodactyl Market will continue to support any particular feature of the Service; or (viii) Concerning sites and resources outside of the Service, even if linked to from or within the Service.

Last Revised: April 18<sup>th</sup> 2022

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of ninety (90) days after the date on which you first used the Service, and no warranties shall apply after such period.

#### **LIMITATION OF LIABILITY**

To the fullest extent permitted by law: (i) Pterodactyl Market shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and (ii) Pterodactyl Market's total liability to you shall not exceed the amounts paid by you to Pterodactyl Market over the one (1) year period preceding your claim(s).

#### **MODIFICATIONS**

Pterodactyl Market reserves the right to modify or revise the TOS at any time and for any reason. Pterodactyl Market is not obligated but will attempt to use reasonable efforts to notify you of any significant changes to the TOS. Any revised version of the TOS will be effective as of the date it is posted within the Service. Use of the Service after any such revision of the TOS has been posted shall constitute your agreement to the terms and conditions outlined in the revised TOS.

Last Revised: August 31<sup>st</sup> 2020

#### **COMMUNICATIONS AND NOTICES**

You consent to receive all communications including notices, agreements, disclosures, or other information from Pterodactyl Market electronically. Pterodactyl Market may provide all such communications by Discord and or e-mail and by posting them on or within the Service. You may send notices of a legal nature to Pterodactyl Market via electronic mail at [legal@pterodactylmarket.com](mailto:legal@pterodactylmarket.com).

#### **THIRD-PARTY BENEFICIARIES AND ASSIGNMENT**

The TOS is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign the TOS without Pterodactyl Market's prior written consent. No third party shall have any rights hereunder.

#### **RESERVATION OF RIGHTS AND WAIVERS**

Pterodactyl Market reserves all rights not expressly granted to you herein. No failure or delay by Pterodactyl Market in exercising any right hereunder constitutes a waiver of any further exercise of that right. Pterodactyl Market's rights and remedies hereunder are cumulative and not exclusive. Nothing herein shall limit Pterodactyl Market's right to object to subpoenas, claims, or other demands.

#### **GENERAL PROVISIONS**

The TOS shall be governed by the laws of Pennsylvania, United States of America and Beauharnois, Québec, Canada without regard to principles of conflicts of law. If any provision of the TOS is found to be invalid or unenforceable, then that provision will be severed from the TOS and not affect the validity and enforceability of any remaining provisions. Headings are for convenience only and shall not be used to construe the terms of the TOS. The TOS constitutes the entire agreement between Pterodactyl Market and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same, whether oral or written.