



CobbleCore Terms of Service

Please read these Terms of Service carefully before using CobbleCore Services.

By using our Services, whether as a guest, as a registered user, or otherwise, you agree that these Terms of Service will govern your relationship with CobbleCore. These Terms of Service apply to all users of the “CobbleCore Network” which is defined as, but is not limited to the following: 1) the CobbleCore Server for Minecraft, 2) the cobblecore.net website and store, (3) each of the CobbleCore Games and Mini-Games available on the CobbleCore server, and (4) all features and functionalities as well as components of each of them, whether they are accessed through a computer or a mobile device. If you do not completely agree to these Terms of Service then you must not use any of our Services.

1) Definitions

“Account” means any account provided by CobbleCore that you create to access certain Services.

“Dispute” means any controversy related to this agreement, including without limitation claims arising out of or relating to any aspect of the relationship between you and CobbleCore, claims that arose before this agreement, and claims that may arise after the termination of this agreement; however, this does not include claims related to or arising from the enforcement or protection of Intellectual Property Rights, and is subject to any applicable statutory consumer rights laws in your local jurisdiction.

“In-App Purchases” means purchases available for purchase through the Services.

“Intellectual Property Rights” means any and all right, title, and interest of every kind whatsoever, whether now known or unknown, in and to patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing.

“Notice” means a delivered writing by e-mail, courier, or by Federal Express delivery to the other party at their respective address, and will be effective upon receipt.

“Privacy Policy” means CobbleCore policy regarding privacy, which also governs your use of the Services and is incorporated herein by reference. The current version is available on our website.

“Service” (or “Services”) means the CobbleCore Network and any other website, game, device, platform, content, and other related products and services provided by CobbleCore and CobbleCore Affiliates, including without limitation any titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games played using a CobbleCore game client, and CobbleCore game clients and server software.

“Terms of Service” (or “Terms”) means the terms and conditions in this agreement.

“User Content” means any and all data that you upload, transmit, or create through the Services, including without limitation character skins, buildings, forum posts, Account personas, profile information, software, sound, images, videos, precise and imprecise location data, EXIF data, timestamps, metadata, and any other content contributed by users to the Services.



“CobbleCore” means, CobbleCore. References to “Us,” “We,” or “Our” means CobbleCore, including any and all subsidiaries parent companies, joint ventures, and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers, and directors. CobbleCore does not include Cobblecore Affiliates or third parties (analytics or ad tech companies, or similar organizations).

“CobbleCore Affiliate” (or “CobbleCore Affiliates”) means CobbleCore third-party content providers, distributors, licensees, or licensors.

2) Ownership and Limited License

a) Ownership

The Services are owned or licensed by CobbleCore and are protected by Intellectual Property Rights and other proprietary rights laws. CobbleCore reserves all rights, titles, and interest in and to the Services, including without limitation all Intellectual Property Rights and other proprietary rights, that are not explicitly granted to you in these Terms. Your permitted use of the Services is limited by the Intellectual Property Rights of CobbleCore.

b) License

Subject to your agreement and continuing compliance with these Terms and any other relevant CobbleCore policies, CobbleCore grants you a non-commercial, non-exclusive, non-transferable, revocable, limited license, subject to the limitations in these Terms, to access and use the Services for your own entertainment purposes. You agree that you will not use the Services for any other purpose.

c) Accounts

i. You may access the CobbleCore server through your Microsoft Account (“Account”) and you agree to be bound by these Terms. Should you share an Account with other users, this agreement applies to all users of said Account. It is the responsibility of the Account owner to ensure that all users have read and will comply with these Terms.

ii. CobbleCore may permanently delete Accounts on its Services that are deemed inactive. Accounts shall be deemed inactive when they have not been used for One Hundred and Eighty (180) days.

iii) You acknowledge that if your Account is deleted, you may lose access to any information associated with that Account. If you wish to delete your Account, please alert CobbleCore by sending Notice to the following contact: dpo@kscorp.co.uk

d) License Information

Any use or aiding and abetting in other’s use of the Services in violation of the law, these Terms of Service, or these License Limitations is strictly prohibited, and may result in the immediate revocation of your limited license at CobbleCore’s sole judgment and deletion of your Account, or may subject you to liability for violations of law.

You acknowledge you will not directly or indirectly do the following:

- Partake in any activity or action that CobbleCore deems to be against the spirit or intent of the Services.
- Partake in any cheats which are methods of gameplay not expressly authorized by CobbleCore, facilitating or influencing gameplay or granting You or any other user any sort of advantages over other players who are not using these methods, including exploits, cheats, bugs, errors, or undocumented features.



- Use robots, spiders, crawlers, man-in-the-middle software, or any other automated process to access, use, reverse engineer, or manipulate the Services, Accounts, In-App Purchases, or CobbleCore;
- Promote, encourage, or participate in any activity involving hacking, phishing, distribution, modding of services in anyway not authorized by CobbleCore.
- Exploiting the Services for purposes not expressly authorized by CobbleCore including, but not limited to the following: 1) gathering of in-game items or currencies for the purpose of reselling outside of the Services; 2) offering in-game services including, but not limited to, account boosting, power leveling, or currency services in exchange for consideration of any kind; 3) advertising through text or live audio communications, or otherwise of solicitations or offers through or within the Services; and 4) organizing or promoting any form of event involving wagering on the outcome or any other aspect of the Services, whether or not it is considered gambling under the laws of any applicable jurisdiction;
- Create or utilize any in-game items created or copied by using existing game bugs, undocumented issues, or design flaws of the Services;
- Copy, modify, edit, create derivative works of, publicly display, publicly perform, republish, transmit, or distribute any material obtained through the Services;
- Lease, sell, rent, or otherwise exploit for commercial purposes any part of the Services, including without limitation access to or use of the Services;
- Delete, alter, or obscure any Intellectual Property Rights or other proprietary rights notices from copies of materials from the Services;
- Attempt to harass, threaten, bully, embarrass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, CobbleCore itself or CobbleCore Affiliate. (You agree to be bound by the formal rules of the Services which can be found at: <https://cobblecore.net/rules/>);
- Organize or participate in any activity or group that is hateful, harmful, or offensive towards a race, sexual orientation or preferences, religion, heritage or nationality, disability or other health class, gender, age, or similar classes determined by CobbleCore;
- Initiate, assist, or become involved in any form of attack or disruption to the Services, including without limitation distribution of a virus, worm, spyware, time bombs, corrupted data, denial of service attacks upon the Services, or other attempts to disrupt the Services or other person's use or enjoyment of the Services;
- Use of access services to obtain, generate, or infer any business information about CobbleCore or CobbleCore Affiliates, including without limitation information about sales or revenue, staff, technical stack, or statistics about users.
- Make available through the Services any material or information that infringes any Intellectual Property Right, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation celebrities and CobbleCore employees;
- Attempt to gain unauthorized access to Services or Accounts not belonging to You; or
- Use the services where it is prohibited by law.

3) Payment and In-App Purchases

a) To the maximum extent permissible by law, CobbleCore assumes no responsibility or liability for the conduct of any user submitting any User Content and assumes no responsibility or liability for pre-screening or monitoring the Services for inappropriate or illegal content or conduct. We are unable to pre-screen or monitor all User Content and we will not do so. Your use of the Services is at your own risk, and you are solely responsible for any User Content that you post.

b) When you transmit or upload User Content, you agree to abide by the following rules:

- All content will be accurate, complete, and free from fraud and deception.
- All content will be free of any Intellectual Property Rights infringement.



- All content will be free from obscenity, threats, defamation, invasion of privacy, and other injuries to third parties.
- All content will be in compliance with these Terms of Service.
- All content will not be in violation of any law, contractual restrictions, or other parties' rights.
- All content will be free of viruses, adware, spyware, worms, or other malicious code; and
- All content will be free of spam, commercial solicitation, chain letters, and mass mailings.

c) All User Content that you post will be considered non-confidential. CobbleCore will only share personal information that you provide in accordance with the Privacy Policy. CobbleCore is not responsible for any other user or third party's use or appropriation of any User Content that you have submitted through the Services.

d) You hereby grant CobbleCore a non-exclusive, revocable, perpetual, transferable, fully paid-up, royalty-free, worldwide license (including the right to sublicense and assign to third parties) and right to use, copy, reproduce, quote, re-post, fix, print, archive, store, adapt, modify, create derivative works from, manufacture, commercialize, publish, distribute, sell, license, sublicense, syndicate, transfer, translate, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and practice, in any way, your User Content, or any portion thereof, in any manner or form in any medium or format, whether now known or hereafter devised, as well as all modified and derivative works thereof in connection with our provision of the Services, including marketing and promotions of the Services, and without Notice, payment, or attribution of any kind to you or any third party. Accordingly, you grant to CobbleCore and CobbleCore Affiliates all licenses, consents, and clearances necessary to enable CobbleCore to use User Content for such purposes. You also hereby grant to CobbleCore the right to authorize others to exercise any of the rights granted to CobbleCore under this Section. You further hereby grant to CobbleCore the unconditional, irrevocable right to use and exploit your name, likeness and any other information or material included in any User Content and in connection with any User Content, without any obligation to you. Except as prohibited by law, you waive any rights of attribution and/or any moral rights you may have in your User Content, regardless of whether your User Content is altered or changed in any manner. CobbleCore does not claim any ownership rights in your User Content and nothing in these Terms of Service is intended to restrict any rights that you may have to use and exploit your User Content. You agree that you can only revoke this license by sending Notice to the contact listed in Section 10(b) below.

e) In compliance with the Digital Millennium Copyright Act, and other similar or equivalent applicable laws, if CobbleCore is notified that you have infringed the copyrights or other Intellectual Property Rights of others then your access to the Services may be terminated without prior Notice to you. If you believe that your content has been infringed in the Services, please notify us here: customer.services@cobblecore.net. Note that if you knowingly misrepresent copyright infringement, you may be liable for damages, including costs and attorneys' fees. Notices submitted to CobbleCore under this provision should include:

- A description of the Intellectual Property Rights claimed to have been infringed.
- A description of the material claimed to be infringing.
- Your name, mailing address, phone number, and email address.
- A statement by you that: (1) you have a good faith belief that Intellectual Property Rights infringement has occurred here; and (2) the information in this notification is accurate, and, under penalty of perjury, you are authorized to act on behalf of the owner of the Intellectual Property Rights that are allegedly infringed; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of the Intellectual Property Rights that are allegedly infringed.



5) Term

Unless modified or amended by CobbleCore, this agreement and its provisions shall remain in effect. Termination of any license granted by CobbleCore under this agreement does not affect any other provisions of this agreement.

6) Account Access and Permissible Assignment

If you have been previously banned from using any CobbleCore Services, you may not use our Services.

7) Service Availability and Termination

You acknowledge that:

- a) CobbleCore may in its sole and absolute discretion provide subsequent amendments, versions, enhancements, modifications, upgrades, or patches related to any part of the Services.
- b) CobbleCore may in its sole and absolute discretion provide subsequent amendments, versions, enhancements, modifications, upgrades, or patches related to any part of the Services.
- c) You may terminate these Terms at any time through the CobbleCore Help Desk at customer.services@cobblecore.net.
- d) Access to the Services may be interrupted for reasons within or beyond the control of CobbleCore, and that CobbleCore cannot and does not guarantee you will be able to use the Services whenever you wish to do so.
- e) In the event of a termination or suspension any pre-purchased services or virtual goods, such as currencies, equipment, items, skills, or progress are forfeited, and You agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid prior to any termination of this agreement. In addition, you will not be able to access the Services
- f) CobbleCore may not offer the Services in all countries or geographic locations; and
- g) You are solely responsible for any internet connection and mobile fees that you may incur because of using our Services.

8) Warranty and Liability

YOU ACKNOWLEDGE THAT COBBLECORE AND COBBLECORE AFFILIATES ARE NOT LIABLE (1) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE; OR (2) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES. THE SERVICES ARE PROVIDED BY COBBLECORE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. COBBLECORE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, UNLESS SUCH WARRANTIES OR OTHER STATUTORY CONSUMER RIGHTS ARE LEGALLY INCAPABLE OF EXCLUSION OR LIMITATION IN YOUR LOCAL JURISDICTION. THE RISK OF USING THE SERVICES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COBBLECORE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COBBLECORE DOES NOT WARRANT THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT ALLOWED BY ANY LAW THAT APPLIES, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICES, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE AGGREGATE LIABILITY OF COBBLECORE AND/OR COBBLECORE AFFILIATES ARISING OUT OF OR



IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) TO COBBLECORE AND/OR COBBLECORE AFFILIATES IN THE ONE HUNDRED EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. IF YOU HAVE NOT PAID COBBLECORE OR ANY COBBLECORE AFFILIATE ANY AMOUNT IN THE ONE HUNDRED EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH COBBLECORE AND/OR ANY COBBLECORE AFFILIATE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT. YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A UNITED KINGDOM GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE UNITED KINGDOM GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY, AND YOU ARE NOT LISTED ON ANY UNITED KINGDOM GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES. SOME STATES, COUNTRIES, OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES, COUNTRIES, OR JURISDICTIONS, HYPIXEL AND HYPIXEL AFFILIATES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, SUBJECT TO ANY APPLICABLE STATUTORY CONSUMER RIGHTS LAWS IN YOUR LOCAL JURISDICTION.

9) Indemnity

a) You agree to defend, indemnify and hold harmless CobbleCore, CobbleCore Affiliates, and any third-parties under agreement with CobbleCore, and any employee, contractor, vendor, agent, supplier, licensee, customer, distributor, shareholder, director or officer of any of the foregoing, as well as any person using the Services and any person or entity that becomes aware of your use of the Services at any time, with respect to any and all claims, liabilities, judgments, awards, injuries, damages, losses, costs, fees, or expenses (including but not limited to attorney's fees and costs) that arise under, from or in any way, directly or indirectly, relate to:

- Your failure to comply with any provision of these Terms of Service.
- Your use of the Services, including but not limited to economic, physical, emotional, psychological or privacy related considerations; and
- Your actions to knowingly affect the Services via any bloatware, malware, computer virus, worm, Trojan horse, spyware, adware, crimeware, scareware, rootkit or any other program installed in a way that executable code of any program is scheduled to utilize or utilizes processor cycles during periods of time when such program is not directly or indirectly being used.

b) CobbleCore and CobbleCore Affiliates reserve the right, but not the obligation, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

c) You acknowledge, and further agree that CobbleCore has no obligation to defend, indemnify or hold harmless you in any way related to this agreement, including but not limited to your use of the Services, use of the Services by any person, or any connection between the foregoing and any other person or entity that becomes aware of your use of the Services at any time.

d) This Section shall survive the termination of this agreement.



10) Dispute Resolution

a) Informal Resolution for your dispute

With respect to any Dispute, you agree to attempt to negotiate the resolution of any Dispute informally for at least thirty (30) days before initiating any arbitration or other proceeding, including any legal proceeding in court or before an administrative agency. Such informal negotiations commence upon CobbleCore's receipt of Notice from you. This does not apply to any Dispute that CobbleCore has with You.

b) Contact Information

CobbleCore can be reached at support.hypixel.net, or contact the CobbleCore Support Team directly through the Help Desk at customer.services@cobblecore.net

c) CobbleCore's dispute against you

In CobbleCore's sole judgment it may choose to initiate arbitration proceedings as set forth above or it may opt to immediately file a lawsuit against You. If such is the case, you agree to be subject to the jurisdiction in the UNITED KINGDOM and agree to accept service of process via email to the email address associated with You're account.

11) Miscellaneous

a) Changes

It is your responsibility to read, understand, and accept this agreement in connection with your use of the Services. You acknowledge that CobbleCore may make changes to these Terms of Service at any time, and that Section headings in this agreement are for purposes of convenience only. Unless CobbleCore states otherwise, any changes to these Terms are effective when posted. If you continue to use the Services after any changes are posted then you agree that those changes will apply to your continued use of the Services. You should check this page regularly to stay informed about any changes which you accept by continuing to use the Services.

b) Complete Agreement

This agreement: (1) is the final and complete agreement and understanding of the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous agreements and understandings with respect thereto; (2) may not be changed, amended, or in any manner modified except as authorized in a writing signed by both parties' authorized agents; (3) is not assignable, except to a successor in interest to substantially all of a party's business or assets and any other attempt to assign or transfer this agreement or any interest herein is void; and (4) shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, personal representatives, licensees, and assigns.

c) Force Majeure

No party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including, war, terrorism, acts of public enemies, strikes or other labor disturbances, power failures, fires, floods, earthquakes, acts of God, and other natural disasters.



d) Waiver

No act or failure to act by CobbleCore will be deemed a waiver of any right contained in this agreement, and any waiver by CobbleCore must be in writing and signed by an officer of CobbleCore. If CobbleCore does expressly waive any provision of this agreement, such waiver shall not be a waiver of any other provisions of this agreement, and the waived provision shall not be waived for all time in the future.

e) Severability

If any provision or sub-provision of this agreement is found to be invalid or unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision or sub-provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

f) Remedies

You acknowledge and agree that any violation or threatened violation of this agreement will cause irreparable injury to CobbleCore, entitling CobbleCore to seek injunctive relief without the necessity of proving actual damages, in addition to all other remedies at law or in equity. You specifically acknowledge that money damages alone would be an inadequate remedy for the injuries and damages that would be suffered and incurred by CobbleCore as a result of a breach of any of the provisions of this agreement.

g) Governing Law and Venue

Any dispute or claim arising out of or related to this agreement shall be governed by and construed in accordance with the laws of the UNITED KINGDOM without reference to any choice or conflict of laws principles. Unless subject to arbitration under Section 10, the Courts in the UNITED KINGDOM shall have exclusive jurisdiction over any legal suit, action, or proceeding arising out of, or relating to, disputes or claims that might arise under this agreement. Accordingly, the parties consent to the personal jurisdiction of the Courts in the UNITED KINGDOM, and hereby waive any and all jurisdictional or venue defenses otherwise available to them.

h) Language

To the fullest extent permitted by law, the controlling language for these Terms of Service is English.