



PANDAHUT GAMING USER AGREEMENT

This document defines the legal/contractual relations between Pandahut.net and its Users, as well as those between Pandahut.net and its Members.

LEGAL DISCLAIMERS

Pandahut.net is not affiliated with Unturned, Smartly Dressed Games. *Unturned is © Smartly Dressed Games 2014-2018.* For Pandahut Gaming Support, contact us via contact@pandahut.net.

DEFINITIONS

Pandahut.net - The website www.pandahut.net and all of its official pages and sub-domains, as well as all other services provided by Pandahut Gaming, including but not limited to voice, game, or web services.

Server/Servers - Any server hosted by Pandahut.net that provides free or paid virtual services, including but not limited to Pandahut.net's game servers, voice chat servers and web-hosting servers. A list of all of Pandahut.net's accessible servers can be located at www.pandahut.net/servers.

User - Any individual that makes use of Pandahut.net's website, voice, or game-hosting services and/or who has registered on our forums, located at www.pandahut.net/forums.

Buyer/Member- Any User that has purchased virtual goods and/or services via the Pandahut.net online store, located at www.pandahut.net.

Server Rules and Terms of Service - A set of rules that outline the terms and conditions which regulate the usage and provision of our electronic services, including but not limited to our game servers, voice-servers, forums, and website. Pandahut.net Server Rules and Terms of Service located at www.pandahut.net/rules. All Server Rules and Terms of Service policies are included in this User Agreement.

PayPal - An online payment solution service used by Pandahut.net.

1. ACCEPTANCE AND APPLICABILITY

- A. Users unable to form a legally binding agreement or who are prohibited from doing so by State or Regional regulations or restrictions are hereby asked to refrain from making purchases from Pandahut.net. Should a valid buyer with full legal capacity act on behalf of a User, he or she hereby confirms to Pandahut.net that they are fully authorized to commit to legally-binding agreements with Pandahut.net on behalf of such User.
- B. In the event of a User's violation of any clause contained in this document, Pandahut.net reserves the right to block/ban the User from accessing any or all of Pandahut.net's services.
- C. The User hereby agrees to abide by the terms defined below whilst using any and all of Pandahut.net's servers including but not limited to voice, game, and web services.

2. ACCEPTABLE USE POLICY

- A. Use Common Sense
- B. Respect all players and staff members. Not following this rule results in a permanent ban.
- C. English only in Global Chat. Other languages are allowed in Area, Voice, and Group Chat.
- D. All forms of chat spam(including Cap Spam) are against the server rules.

- E. Racism, pornography, hate speech, harassment excessive swearing, or any form of illicit or discriminatory content is not allowed.
- F. Advertising other servers may get you banned without a warning.
- G. Hacking or usage of third party modifications are strictly forbidden.
- H. You may not harass other players, by following/stalking them around the map or servers and repeatedly, bullying, or any form of detrimental action intended to disrupt a User's gameplay enjoyment.
- I. We are not responsible for the security of your account. If someone else logs onto your account and gets you banned, this is not a valid excuse to be unbanned.
- J. Users are strictly prohibited from making any unauthorized payments or payments using or stolen funds from sources including but not limited to credit cards, debit cards, gift cards, and PayPal accounts.
- K. Impersonating staff members may result in your account being banned.
- L. Do not ask staff members for your items back when your character dies.
- M. All barbed wire/fences must be connected directly to the hull of the vehicle.
- N. Bases that block off an entire town/map area/point or are simply too large and causing lag are subject to being destroyed.
- O. Your character names must respect the rules below:
 - i. It must be legible
 - ii. It must be pronounceable in the English language
 - iii. It must contain more than two characters
 - iv. It must not impersonate a staff member's name
 - v. It must follow all of the terms contained in Pandahut's User Agreement
 - vi. It cannot be composed solely of numbers, or a string of meaningless letters and numbers
 - vii. It cannot be a commonly used word or a word that may cause confusion, such as "And", "Admin", "Server", etc.
- P. Peeking in and out of safezone on safezone-enabled servers in an attempt to kill a player is not allowed.
- Q. No Sexual Content, Strip Clubs, Etc.
- R. Purposely lagging the Server(s) or causing unneeded stress is not tolerated.
- S. As a Pandahut User, you must hereby state and agree that you will refrain from engaging in any of the activities listed below:
 - i. Disturbing any of Pandahut's servers' activities or normal operation deliberately, in any way.
 - ii. Attempting to or compromising the security of other Users' accounts, computers, as well as Pandahut.net servers.
 - iii. Making unauthorized payments or using or stolen funds from sources including but not limited to credit cards, debit cards, gift cards, and PayPal accounts.
 - iv. Gaining unauthorized access to any part of the source code to any Pandahut.net server, and/or manipulating, modifying, distributing, or creating derivative work from such code.
 - v. Attempting to or disabling, compromising, or getting around any of our servers' security;
 - vi. Making use of our services for any purpose other than the originally intended;
 - vii. Making use of our services to distribute or post any data violating any laws or legally binding agreements, including but not limited to personal information, copyrighted content, and third party rights;
 - viii. Distributing false or misleading information, or information that may expose Pandahut and/or third parties to any form of detriment;

- ix. Making use of our services to provide Pandahut.net and/or its Users with false or misleading information in any way;
- x. Making use of our services to distribute or post defamatory, discriminatory, racist, deceiving, slanderous, or threatening remarks.

3. INTERRUPTION AND CHANGES TO PRODUCT AND SERVICES

- A. The prices specified for each product or service offered by Pandahut.net are subject to change before or after a User makes a purchase of said product or service.
- B. Pandahut.net reserves the right to temporarily alter any characteristic of advertised products and services for promotional purposes, including but not limited to Holidays, events, and community celebrations. Such changes take effect once an announcement outlining the details of the promotional offer is made at the Pandahut.net website and/or Forums.
- C. Pandahut.net reserves its right to temporarily interrupt the availability of access to our of products and/or services, which may occur due to maintenance or software modernization purposes. Such changes take effect once an announcement is made at the Pandahut.net website and/or Forums or via server announcements. In the event of unexpected technical failure, Pandahut.net hereby commits to solving such issues as readily as possible.
- D. The Buyer agrees to exercise reasonable care in order to ensure the security of their own data. Pandahut takes no responsibility for the loss of any purchased goods and/or services as a result of unauthorized access to the Buyer's computer and/or personal accounts of any nature.

4. "DONATIONS"

- A. The words "Donation", "Donator" and other variants of the term are frequently used by Pandahut members solely to facilitate contact between Pandahut and its Users, as this term has established itself as the de-facto manner of referring to the act of purchasing digital goods across a large number of global gaming communities. The usage of this term does not in any way relate to the Legal nor PayPal's definition of the word, except where otherwise specified.
- B. Pandahut.net does not accept charitable donations. All payments in exchange for advertised products and/or services must be made via the online store located at www.pandahut.net.

5. REFUND REQUESTS

- A. Any Buyer who purchases goods and/or services from Pandahut.net shall receive a full refund or a fixed version of the product in case the product received is different from its advertised description. This applies to all products and services offered by Pandahut.net and is subject to exceptions specified in section 3-B.
- B. Any Buyer who purchases goods and/or services from Pandahut.net will not be granted a refund once the purchased item has already been claimed or consumed.
- C. All refunds or product fixes shall not be granted if the Buyer has been banned/blocked from the community due to the violation of Pandahut.net's User Agreement. Additionally, Pandahut.net is in no way obliged to transfer purchased products to a different gaming account in the event of the Buyer being banned.
- D. If a Buyer does not redeem their goods by connecting to our Servers within 30 days of the original purchase, the purchase shall be refunded upon the Buyer's request.
- E. If a payment is not accepted or processed and Pandahut.net is at fault, the Buyer shall contact Pandahut.net representatives using any of the methods listed in section 4-G, below.

- F. The time to process a refund varies according to the request. All refund requests go through analysis by Pandahut.net administrators and are subject to the rules outlined in this document. A refund shall only be granted if the Buyer has not used/spent the purchased product.
- G. Pandahut.net reserves the right to refuse to issue the refund or fixed product if in Pandahut.net's sole discretion it is detected that the Buyer has engaged in fraud, deception or abusive acts against Pandahut.net and/or its Users or any violation of the terms contained in this document.
- H. Pandahut.net disposes of a variety of contact means for refund-related inquiries:
 - i. Help/Support forums: www.pandahut.net/forums.
 - ii. Email: contact@pandahut.net.
 - iii. Contact form located at the bottom of our home page: <http://pandahut.net>.
 - iv. Contact link located in our forums: www.pandahut.net/forums.

6. REFUND SETTLEMENTS

- A. A Buyer who demands settlement via PayPal hereby agrees that such reimbursements can be made via PayPal only, and states that he or she is in full accordance with PayPal's user terms and conditions.
- B. To the extent permitted by law, Pandahut.net is not liable to Users for any payment-related problems outside of Pandahut.net's control, in particular for payment-processing delays or the inability to process such payments for technical reasons. In such cases, the Buyer must contact PayPal, in accordance with its terms and conditions.
- C. If a payment is not accepted or processed and Pandahut.net is at fault, the Buyer shall inform Pandahut.net representatives using any of the contact methods listed in section 5-G.

7. PANDAHUT STAFF

- A. To become a staff member, the user must submit a staff application on our Forums, at www.pandahut.net/forums or at www.pandahut.net/apply.
- B. All moderation and administrative roles are of voluntary nature.

8. PRIVACY POLICY

- A. A. The operative parties referred to in this policy are Pandahut.net and you, the user of this site.
- B. Pandahut.net is the publisher and operator of the website www.pandahut.net. Herein referred to as "Pandahut.net". When first-person pronouns are used in this Policy, (us, we, our, ours, etc.) these provisions are referring to www.Pandahut.net. Additionally, when the terms "The SITE" or "SITE" are used, these terms refer to www.Pandahut.net.
- C. You, the User – As the user of this site, this policy will refer to the user as "you" or through any second-person pronouns, such as "yours," etc. Hereinafter, the user of the site shall be referred to in applicable second-person pronouns.
- D. This Privacy Policy describes how we use information received about you when you visit our SITE or when you subscribe to, or otherwise use our online services. This Policy does not cover any information that we may receive from or about you through channels other than through the use of the SITE.
- E. CHILDRENS ONLINE PRIVACY PROTECTION ACT Compliance and Non-Applicability Statement.
- F. We reserve the right to revise, amend, or modify this policy and our other policies and agreements at any time and in any manner. You should periodically check for any modifications of this Policy by re-visiting this web page and using the "refresh" button on your browser. You should note the date of last revision to this Policy, which appears at the top of this Policy. If the "last modified" date remains unchanged after you have clicked the "refresh" button on your browser, you

may presume that no changes have been made since the last reading of the policy. A changed “last modified” dates indicates that this Policy has been updated or edited, and the updated or edited version supersedes any prior versions immediately upon posting.

- G.** Visitors to our site and services will have multiple manners of interactivity with us. Depending upon your level of interaction, we will collect different information about you. The type of information collected is as follows:
- i. **Members** - Members are those users who have purchased a member rank from us. The information we collect from our members include name, email, unique player ID, country of residence, IP, and information regarding the goods and/or services they purchased.
 - ii. **Players** - Players are users of the site who make use of our free online services without making any payments to us. Minimal information is sought from Players, and no actual personally-identifying information must be submitted in order to become a Player. Nevertheless, any information entered voluntarily by the Player should be considered to be considered public information or information that is publicly available. If you do not wish that such information be made public, you should not enter it into your user profile when registering as a Player.
 - iii. **Posters** - Posters are visitors to our site who choose to register and post information in our public forums. Minimal information is sought from Posters, and no actual personally-identifying information must be submitted in order to become a Poster. Nevertheless, any information entered voluntarily by the Poster should be considered public information or information that is publicly available. If you do not wish for information to be made public, you should not enter it into your user profile when registering as a Poster.
 - iv. **Browsers** - Browsers are visitors to the site who never enter into any active data collection pages. Any information gathered from Browsers is also gathered from Posters, Players, and Members. This information is restricted to cookies, IP addresses and referral URLs, and other passive information gathering devices.
- H.** **Passive Collection** – We use cookies to collect information about you in order to enhance your experience on the site. The information collected in our cookies includes, but is not limited to, your user IP address, your Guest IDs, your geographic location and other session data.
- I.** The primary use for your information is to provide you with services you have requested and/or paid for. We also use your information to deliver the goods and/or services we offer you. Non-personal and aggregate information, such as that collected passively is used in order to customize our marketing efforts or to customize the use of our site for an aggregate group of customers.
- J.** We generally will use your information for the purposes for which you specifically provide it, for example, to ensure payment for goods and/or services. We also use your information for market research purposes – in order to increase your as well as and other users’ experiences according to tracked interests, to analyze and target potential new markets, and for other marketing purposes.
- K.** It is our policy not to use or share the personal information about Visitors or Members in ways unrelated to those described in this Policy without also providing you an opportunity to opt out or otherwise prohibit such unrelated uses. However, we may disclose personal information about Visitors or Members, or information regarding your use of the Services or Web sites accessible through our Services, for any reason if, in our sole discretion, we believe that it is reasonable to do so, including:
- i. To satisfy any laws, regulations, or governmental, or legal requests for such information;
 - ii. To disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our User Agreement or other user policies;
 - iii. To operate our Services properly;
 - iv. To protect ourselves, our Members, Players, and the general public. We specifically reserve the right to disclose any and all information to law enforcement in the event that a crime is committed, is suspected, or if

we are compelled to do so by lawful criminal, civil, or administrative process, discovery requests, subpoenas, court orders, writs, or reasonable request of authorities or persons with the reasonable power to obtain such process.

- v. We will always cooperate with law enforcement authorities, private-party litigants, and others seeking information about our end users to the extent required by applicable law. Examples of such cooperation include lawful criminal, civil, or administrative process, discovery requests, subpoenas, court orders, writs, or reasonable request of authorities or persons with the reasonable power to obtain such process.
- L. We take measures, including data encryption, to protect the transmission of all sensitive end-user information. We make every effort to ensure the integrity and security of our network and systems. Nevertheless, we cannot guarantee that our security measures will prevent third-party “hackers” from illegally obtaining this information. We take all reasonable measures to prevent such breaches of security. You assume the risk of such breaches to the extent that they occur despite our reasonable security measures.
- M. If you have any questions about this Privacy Policy or the practices described herein, you may contact us at contact@pandahut.net.