

# FLUID CLIENT

## TERMS OF SERVICE

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Welcome to Fluid Client! These Terms govern your access to and use of the Services, as defined herein, and any associated content related updates, upgrades, and features. These Terms constitute a legally binding agreement between you and Fluid Client Development, LLC. Please read these Terms carefully before using the Services. By accessing the Services, you agree and assent to all terms, conditions, and obligations herein. If you do not agree with these Terms or any portion thereof, you may not use or otherwise access the Services.

We reserve the right to amend these Terms at any time by posting a revised version on the Website. Each revised version will state its effective date, which will be effective on or after the date it is posted or sent. Your continued use of the Services after the effective date constitutes your acceptance of the revised Terms.

These Terms are, at all times, subject to our Privacy Policy, as amended from time to time.

By using the Services, you confirm that you are above the minimum age and are not barred from using the Services under applicable law.

### **1. FLUID CLIENT**

Fluid Client is an independent Minecraft PvP client. Neither Fluid Client nor Fluid Client Development, LLC is affiliated with, endorsed by, or otherwise connected to Mojang AB or the Microsoft Corporation. The terms “Minecraft,” “Mojang,” Microsoft, and any other product marks, trademarks, logos, word marks, or service marks, along with Minecraft and underlying materials therein, are the property of their respective owners. Use of the foregoing does not imply any affiliation with or endorsement by Mojang or Microsoft.

Our Services are intended for persons over the age of 13 (or 16 in some jurisdictions). If you are under the age of 13 (or 16 depending on your jurisdiction), you may not use the Services.

## **2. DEFINITIONS**

- **Account:** Refers to any individual user account that is automatically created when you use the Services and is linked to your Minecraft account.
- **Communication Services:** Refers to the chat function and any other related service that Fluid Client users can use to communicate and interact with one another.
- **Company:** Means Fluid Client Development, LLC. References to “us,” “we,” or “our” means the Company, including any subsidiaries, parent companies, joint ventures, and other corporate entities under common ownership and/or any of their agents, consultants, employees, officers, and directors. Company does not include affiliates or third parties (analytics or ad tech companies, or similar organizations).
- **Cosmetic Items:** Refers to digital items for use in Minecraft that are produced and offered for sale by Fluid Client.
- **Dispute:** Means any controversy related to this agreement, including claims arising out of or relating to any aspect of the relationship between you and Fluid Client Development, claims that arose before these Terms, and claims that may arise after the termination of these Terms; 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.
- **Intellectual Property Rights:** Refers to 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.
- **Fluid Client:** Refers to the Minecraft PvP client owned and operated by Fluid Client Development, LLC and available via the Website.
- **Minecraft:** Means the computer game known as Minecraft, which is produced and operated by Mojang AB.

- **Notice:** Refers to a delivered writing by email, courier, or postal delivery to the other party at their respective address and will be effective upon receipt.
- **Privacy Policy:** Refers to the Company's policy regarding data privacy, which also governs your use of the Services and is incorporated herein by reference.
- **Protected Content:** Refers to all content included as part of the Services and any compilation thereof, including, without limitation, Cosmetic Items, the look and feel of the Services, the text, graphics, source code, sound recordings, musical composition, narrative, characters, images, literary works, and any other works of authorship or other materials contained therein, whether or not protect-able by copyright, trademark, or other applicable law or legal theory.
- **Services:** Refers to Fluid Client and the Website, inclusive of any associated services or materials thereon.
- **Terms:** Refers to these terms of service and end-user license agreement and any terms, conditions, covenants, representations, warranties, obligations, and licenses contained herein.
- **User:** Refers to any user of the Services, or any owner, officer, employee, affiliate, or agent of the same that uses the Services or any portion thereof.
- **User Generated Content:** Refers to any photos, images, likenesses, logos, marks, literary works, sound recordings, musical composition, audiovisual works and programs, modes, animations, names, and any other content or materials posted or otherwise integrated into the Services via the User, including, without limitation, user-submitted info about parks and outdoor locations.
- **Website:** Refers to the online website "<https://fluidclient.ovh/>" including all sub-pages, sub-domains, and associated domains thereof.

### **3. USER RESPONSIBILITIES**

You agree to use Fluid Client in compliance with all applicable laws, regulations, and these Terms. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device. You acknowledge and agree that you will be solely responsible for all activities that occur under your account.

### **4. PROHIBITED CONDUCT**

You may not:

- a. Use Fluid Client for any illegal or unauthorized purpose;
- b. Interfere with or disrupt the integrity or performance of Fluid Client or the data contained therein;
- c. Attempt to gain unauthorized access to Fluid Client or its related systems or networks;
- d. Modify, adapt, or hack Fluid Client, or otherwise attempt to gain unauthorized access to its source code;
- e. Sell, resell, license, sublicense, distribute, or otherwise commercially exploit Fluid Client without express written consent from Fluid Client Development, LLC;
- f. Use Fluid Client to engage in any form of cheating, hacking, or exploiting the game mechanics of Minecraft;
- g. Use Fluid Client to harass, abuse, or harm other users;
- h. Violate any applicable laws or regulations while using Fluid Client;
- i. Infringe upon or violate our Intellectual Property Rights or the rights of others.

### **5. USER GENERATED CONTENT**

Fluid Client may allow you to submit User Generated Content. By submitting content, you grant Fluid Client Development, LLC a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media. You represent and warrant that you have the necessary rights to grant this license and that your User Generated Content does not violate the rights of any third party.

## **6. TERMINATION**

Fluid Client Development, LLC reserves the right to terminate or suspend your account and access to Fluid Client at its sole discretion, without notice, for any reason, including but not limited to a breach of these Terms.

## **7. DISCLAIMER OF WARRANTY**

Fluid Client is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The use of Fluid Client is at your own risk.

## **8. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, Fluid Client Development, LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your use or inability to use Fluid Client; (b) any unauthorized access to or use of our servers and/or any personal information stored therein.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms are governed by and construed in accordance with the laws of [Your Jurisdiction]. Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the rules of the [Arbitration Association] in effect at the time of arbitration.

## **10. CONTACT INFORMATION**

By using Fluid Client, you acknowledge and agree to abide by these Terms. If you have any questions or concerns, please contact Fluid Client Development, LLC at [contact@fluidclient.ovh](mailto:contact@fluidclient.ovh).