

Terms & Conditions for micropayments and kits on
Unturned 'Grand Survival, Russia, Washington & Yukon' Game Servers
AMENDEMENT DATE - 27/09/2016

- i) There are no refunds. If you have a payment issue such as: entering your username incorrectly or steam URL. Please make contact with us on live chat, or contact@nofearzzgaming.com. All sales are final, you may not buyback, stop, credit the server by any means necessary in order to receive your funds back that of which have been paid. In doing so we reserve the right to disallow your continued play on the server/forums and not allow further funds to be added or taken away. We reserve the right to pursue any legal or collection action necessary to recover damages in the event of a forced chargeback.
- ii) When making a payment to nofearzzgaming.com you agree you are using either; a bank account, credit card, debit card or any other means in which you either a) have permission for use or b) are the account holder.
- iii) Payments to nofearzzgaming.com for kits in the following Unturned Servers; Grand Survival, Grand Survival Silver, Grand Survival Yukon and Grand Survival Washington are payments for the virtual items contained in the purchase.
- a. Kits are **not** available on 'Grand Survival Battle Royale'
b. The MapleStrike kit is **not** available on 'Grand Survival Yukon'

All terms and conditions take effect immediately and indefinitely as soon as these terms are accepted, and will remain active even after you leave the server or are forcefully removed from the server.

- iv) Refund requests due to issues concerning server malfunction/performance issues, glitches, or any other issues are subject to the discretion of nofearzzgaming.com. By making a purchase on nofearzzgaming.com, you are not entitled to any tangible good, only digital goods.
- v) Other than the listed inclusions on our website, the user does not receive any further perks/benefits. Holding a kit does not give the user priority, **does not make them a favourable member** in regards to reports, or unban applications.
- vi) Any personal information received will only be used to process your order. We will not sell, release, or redistribute your information to anyone. You expressly understand and agree that we shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible loss resulting from or arising out of: (i) the use of or the inability to use the service (ii) the cost to obtain substitute goods and/or services resulting from any transaction entered into the service (iii) unauthorized access to and/or alternation of your data transmissions (iv) statements or conduct of any third party on the service, or (v) any other matter relating to the service.

- vii) nofearzzgaming.com is not responsible for typographic errors.
- viii) **nofearzzgaming.com reserves the right to change content options without notice.**
- ix) You understand that by using nofearzzgaming.com's services, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to play on nofearzzgaming.com's network at your sole risk and nofearzzgaming.com shall have no liability to you for material that may be found to be offensive, indecent, or objectionable.
- x) If you fail to comply with any of the provisions of this agreement, nofearzzgaming.com, at its sole discretion, without notice to you may: (a) interdict your account completely from our server or from a partition of our server and/or (b) preclude your access to nofearzzgaming.com and/or (c) ban your accounts or IP address from our network.
- xi) nofearzzgaming.com reserves the right to modify, suspend, or discontinue its services (or any part or content thereof) at any time with or without notice to you, and nofearzzgaming.com will not be liable to you or to any third party should it exercise such rights. There is no guarantee of being able to enter the server at any given time.
- xii) Bans are subject to the full discretion of the server administrators and rules can be changed at any time.
- xiii) Kits have a cooldown timer of **45 minutes (45)** meaning they can only be spawned **once (1) every forty-five (45) minutes**. This is to prevent spam, and misuse.
- xiv) Kits are not to be handed out to others, or abused in way which it proves to clearly disrupt gameplay. If nofearzzgaming.com staff deem you to be **disrupting/abusing the kits in any of the servers you will be banned**. This is up to the sole discretion of our staff.
- xv) **Kits are no longer supported with the "loot drop" protection** due to the public management plugin for this feature no longer being developed/available for the current version of rocket. Kits are managed by third party plugins and therefore may be unavailable for short times whilst updates are implemented. We have no control over this.
- xvi) **Kits last 30 days from activation**, and are activated manually by head administrators.
- xvii) We reserve the right to change or amend both the kits and this document at any time with or without warning.

AGREEMENT

BY USING NOFEARZZGAMING'S SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD NOFEARZZGAMING AND ITS OWNERS, ADMINISTRATORS, LAWYERS, ARTISTS, CONTENT MAKERS, DEVELOPERS, HOSTS, AFFILIATES, DOMAIN ADMINISTRATORS, DNS ADMINISTRATORS, WEBMASTERS, SUPPORT AGENTS OR ANY OTHER STAFF MEMBERS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT IN YOUR USE OF NOFEARZZGAMING'S SERVICES. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM NOFEARZZGAMING OR ITS EMPLOYEES AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO OUR NETWORK OR SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF NOFEARZZGAMING'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. TO THE EXTENT PERMITTED BY LAW, NOFEARZZGAMING EXCLUDES ALL WARRANTIES. WHEN PERMITTED BY LAW, NOFEARZZGAMING WILL NOT BE RESPONSIBLE FOR LOST DATA, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF NOFEARZZGAMING AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID FOR THE DIGITAL GOODS. IN ALL CASES, NOFEARZZGAMING AND ITS SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.