TERMS OF SERVICE AND PUBLIC OFFER

(Minecraft Multiplayer Server)

Effective Date: November 4, 2026
Governing Law & Jurisdiction: Republic of Latvia / European Union

LEGAL DISCLAIMER:
NOT AN OFFICIAL MINECRAFT PRODUCT. NOT APPROVED BY OR ASSOCIATED WITH MOJANG OR MICROSOFT.
This Server and Service are not affiliated with, endorsed, or supported by Mojang Studios or Microsoft Corporation. All Minecraft trademarks, copyrights, and intellectual property belong to their respective owners.

These Terms of Service (hereinafter referred to as the "Agreement" or "Terms") constitute a legally binding public agreement and public offer governing the relationship between the self-employed individual Aleksandrs Geletejs (Personal code / Personas kods: 12090321578, registered address: Baloži, Krišjāņa Barona iela 2, LV-2128, Latvia), hereinafter referred to as the "Administration", "Service Provider", or "We", and any natural or legal person accessing, browsing, interacting with the Service, or purchasing virtual items and digital content therein (hereinafter referred to as the "User", "Customer", or "You").

By connecting to the Server network, creating an account, accessing any related web interface, or executing a digital purchase, you unconditionally accept and agree to be bound by this Agreement in full. If you do not agree to these Terms, you must immediately cease all use of the Service.

1. DEFINITIONS

1.1. "Service" refers collectively to the project website, donation/store web pages, community forum, official Discord server, technical infrastructure, software APIs, and related web interfaces maintained and used by the Service Provider.

1.2. "Project" or "Server" means the network of proprietary and open-source multiplayer game servers, proxy routing layers, server instances, and related network environments operated on the technical basis of the Minecraft video game engine.

1.3. "User Account" means the distinct logical profile identified by the User's in-game nickname, globally unique identifier (Minecraft UUID), verified Discord account, email address, and authentication tokens through which access to the Project and stored configuration is managed.

1.4. "Digital Content" / "Services" means the provision of a limited, non-exclusive, revocable license to access intangible virtual enhancements, including cosmetic items, visual particle

effects, player tags, badges, chat prefixes, in-game virtual currency, functional priority ranks, and seasonal battle passes designed strictly in compliance with the Mojang Commercial Usage Guidelines.

1.5. "Server Rules" means the comprehensive operational code of conduct, gameplay regulations, communication policies, and fair-play standards established and periodically amended across the Project platforms.

1.6. "Public Offer" means this document acting as an open and formal invitation under Latvian contract law to conclude an agreement on the specified terms with any eligible party expressing acceptance.

2. SUBJECT OF THE AGREEMENT & LICENSE GRANT

2.1. The Service Provider grants the User a revocable, non-exclusive, personal, non-transferable, and non-sublicensable license to access the Server, utilize interactive features, and enjoy in-game digital features strictly for individual, non-commercial entertainment purposes.

2.2. The acquisition of in-game ranks, virtual items, virtual currencies, cosmetic accessories, or privilege passes does not constitute a sale, conveyance, or transfer of legal ownership of any digital assets, server files, or software code. All virtual assets, ranks, and currencies remain the exclusive intellectual and proprietary property of the Service Provider or its licensors. The User purchases an intangible right of access and usage to specific functional perks during the lifespan and availability of the game world or season.

2.3. The User acknowledges that accessing the Server requires a valid, legally acquired license of the Minecraft video game client distributed by Mojang Studios / Microsoft. The User agrees to comply independently with the Minecraft End User License Agreement (EULA) and Mojang Commercial Usage Guidelines. Nothing in this Agreement shall be interpreted as an attempt to derogate from Mojang's intellectual property rights.

2.4. Virtual items and licenses obtained on the Server cannot be exchanged, transferred, redeemed, or refunded for fiat currency, real-world assets, or third-party consideration outside the technical parameters explicitly sanctioned by the Administration.

3. AGE RESTRICTIONS & LEGAL CAPACITY

3.1. The Service is offered exclusively to individuals who have reached the digital age of consent for data processing and contractual capacity under the domestic laws of their respective European Union Member State of residence (typically between 13 and 16 years of age pursuant to Article 8 of Regulation (EU) 2016/679).

3.2. If the User has not reached the applicable age of legal capacity or digital consent, the User represents and warrants that they have received prior, explicit, and verifiable consent from a parent, adoptive parent, or legal guardian to access the Service and execute transactions.

3.3. The Service Provider reserves the right to request proof of parental consent or age verification at any stage. Should the Service Provider become aware that personal data or digital payments were submitted by an individual lacking required legal capacity without verified guardian consent, the Service Provider reserves the right to suspend the account and restrict processing without financial liability.

4. SERVER RULES, ANTI-CHEAT & MODERATION

4.1. The User agrees to adhere strictly to the Server Rules, including maintaining respectful conduct, refraining from hate speech, harassment, severe toxicity, and non-consensual exploitation of bugs or duplication glitches.

4.2. Principle of Proportionality: When investigating infractions, the Administration enforces proportionate disciplinary measures, which may include formal warnings, temporary chat restrictions (mutes), spatial isolation (jails), temporary suspensions, or permanent account revocations. Penalties correspond directly to the severity of the violation, previous history of infractions, intent, and measurable damage caused to the community economy, balance, and fair-play environment.

4.3. Anti-Cheat and Automated Monitoring: To ensure security, fair play, and technical integrity, automated monitoring mechanisms and anti-cheat software plugins operate continuously. These systems collect and analyze telemetry data, including packet arrival intervals, physical movement vectors, player interaction frequencies, block placement timings, and network connection metadata. Major disciplinary sanctions, including permanent bans, are subjected to procedural safeguards and manual administrative verification.

4.4. Right to Appeal: The User retains the right to challenge and appeal any applied disciplinary measure or ban by submitting a formal appeal via the official ticket system or Discord support portal within 14 calendar days of the penalty. The Administration commits to reviewing the appeal and providing a reasoned written assessment based on internal server logs and detection evidence.

5. PRICING, PAYMENTS & APPLICABLE TAXES

5.1. All prices, rates, and associated fees for virtual perks, ranks, and digital subscriptions are displayed in Euros (EUR) or in the domestic currency explicitly specified at the checkout interface. The Service Provider reserves the right to adjust pricing at its unilateral discretion without retroactive impact on previously completed transactions.

5.2. In compliance with European Union regulations and the Value Added Tax Law of the Republic of Latvia (Pievienotās vērtības nodokļa likums), prices displayed to consumers

residing in the EU include statutory Value Added Tax (VAT / PVN) calculated at the applicable rate of the consumer's Member State of residence (via the OSS mechanism) or domestic Latvian rate.

5.3. Financial processing and settlement are conducted through authorized and PCI-DSS-compliant European payment institutions, merchant acquiring banks, and payment service providers (including Stripe and certified European gateways). The Service Provider does not directly process, handle, or store complete debit/credit card numbers or CVV/CVC codes on its technical infrastructure.

6. WAIVER OF THE RIGHT OF WITHDRAWAL (DIRECTIVE 2011/83/EU)

6.1. Under Article 16(m) of EU Consumer Rights Directive 2011/83/EU and the Consumer Rights Protection Law of the Republic of Latvia (Patērētāju tiesību aizsardzības likums), statutory rights of withdrawal do not apply to contracts for the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and acknowledgment of the loss of the right of withdrawal.

6.2. By placing an order, checking the relevant confirmation box at checkout, and completing the payment, the User:

- Explicitly requests and consents to the immediate provision and execution of the digital service prior to the expiration of the statutory 14-day cancellation period;
- Acknowledges that the statutory right to withdraw from the contract under Directive 2011/83/EU is irrevocably waived and forfeited once technical delivery of the digital content has commenced.

6.3. Delivery Confirmation: Digital services and perks are deemed fully executed and delivered immediately upon the successful assignment and crediting of the purchased rank, permissions, virtual items, or currency balance to the designated User Account in the project database.

6.4. Disciplinary Penalties: The imposition of administrative measures, account suspensions, or permanent bans resulting from verified breaches of the Server Rules or anti-cheat regulations shall not give rise to any claim for full or partial reimbursement, return of funds, or chargeback.

7. DATA PROTECTION (GDPR COMPLIANCE)

7.1. All processing of personal data is carried out strictly in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation - GDPR) and the Personal Data Processing Law of the Republic of Latvia (Fizisko personu datu apstrādes likums).

7.2. Categories of Processed Data and Legal Bases:

- Account & Identity Data: Minecraft username, universally unique identifier (UUID), Discord handle, email address; processed pursuant to Article 6(1)(b) GDPR for the performance of this Agreement.
- Network & Anti-Cheat Telemetry: IP addresses, technical connection logs, hardware identifiers, movement packets, and gameplay timestamps; processed pursuant to Article 6(1)(f) GDPR based on the legitimate interest of the Service Provider to secure its networks, mitigate Distributed Denial of Service (DDoS) attacks, detect illicit automation, and maintain fair play.
- Transactional Metadata: Billing records, transaction identifiers, payment gateway confirmations, and country-level location data; processed pursuant to Article 6(1)(c) GDPR to fulfill statutory bookkeeping, accounting, and fiscal requirements under Latvian tax legislation.

7.3. Rights of Data Subjects: Under the GDPR, the User has the right to request access to, rectification of, or erasure of their personal data ("right to be forgotten"), as well as the right to restrict processing, object to data processing, and exercise data portability. Requests must be directed to the official support channel. In the event of an alleged violation of data protection laws, the User maintains the right to lodge a complaint with the Latvian supervisory authority, the Data State Inspectorate (Datu valsts inspekcija - DVI, www.dvi.gov.lv).

8. DISCLAIMER OF WARRANTIES ("AS IS") & SERVER RESETS

8.1. The Service, multiplayer server infrastructure, virtual features, and related network utilities are provided on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by applicable law, the Service Provider expressly disclaims all warranties, representations, conditions, and guarantees, whether express, implied, statutory, or otherwise, including the implied warranties of merchantability, fitness for a particular purpose, uninterrupted availability, freedom from software bugs, or error-free gameplay.

8.2. The User acknowledges that technical interruptions, performance degradation, latency, and system unavailability may occur due to upstream hosting maintenance, network routing anomalies, malicious cyber-attacks (such as DDoS), core engine updates, or technical dependencies on upstream game components.

8.3. Technical Resets ("Wipes"): The Service Provider maintains the operational discretion to perform planned or emergency server restarts, map clearings, and technical world resets ("wipes") necessary to ensure server performance, eliminate balance inflation, apply updates, or refresh gameplay seasons. Permanent rank designations, license tiers, and core entitlements linked to the User Account shall remain recognized and reinstated across subsequent seasons, unless explicitly designated at the time of purchase as limited to a specific competitive season.

8.4. Limitation of Liability: Except in cases of intentional misconduct, gross negligence, or physical injury, the Service Provider’s total aggregate liability arising out of or related to this Agreement or the use of the Service shall not exceed the total amount paid by the User to the Service Provider during the three (3) months immediately preceding the event giving rise to liability.

9. GOVERNING LAW & DISPUTE RESOLUTION

9.1. This Agreement, its validity, interpretation, performance, and termination, as well as any disputes or non-contractual claims arising out of or connected with it, shall be governed by and construed in accordance with the substantive laws of the Republic of Latvia, without giving effect to conflict-of-law principles. For consumer contracts, mandatory consumer protection provisions enacted under the laws of the consumer's EU Member State of habitual residence shall remain unaffected.

9.2. Pre-litigation Negotiation: In the event of any disagreement, grievance, or claim, the User and the Administration agree to pursue amicable, good-faith dispute resolution through written communication. Notices shall be submitted to the official support email address. The Administration shall evaluate the grievance and provide a formal written reply within fourteen (14) calendar days of receipt.

9.3. Jurisdiction: If a dispute cannot be resolved through amicable negotiation within thirty (30) days of initial notice, it shall be submitted to the competent courts of the Republic of Latvia. Consumers residing within the European Union may bring proceedings either in the competent courts of the Republic of Latvia or in the courts of the Member State where the consumer is domiciled.

9.4. Alternative Dispute Resolution: European Union consumers are entitled to submit unresolved complaints to the European Commission's Online Dispute Resolution (ODR) platform at: https://ec.europa.eu/consumers/odr. Consumers in Latvia may also apply to the Consumer Rights Protection Centre of Latvia (Patērētāju tiesību aizsardzības centrs - PTAC, www.ptac.gov.lv).

10. SERVICE PROVIDER DETAILS

Attribute	Details
Legal Entity / Individual	Self-employed individual (Pašnodarbinātā persona) Aleksandrs Geletejs
Personal Code (Personas kods)	12090321578
Registered Address	Baloži, Krišjāņa Barona iela 2, LV-2128, Latvia
Official Support Email	roleboba.live@gmail.com
Website	https://nexusland.nexus/
Discord Community	https://discord.gg/TcGuyhDY7G