

# Ark Server Manager Terms of Service

Last update: August 30th 2020

## INTRODUCTION

These Terms of Service ("Terms"), are a legal agreement between Ark Server Manager ("Us", "We" or "Our") and you ("you", "your", the "user", or the "end user"). By using or interacting with Ark Server Manager Discord Bot (the "Bot") or the website located at <https://ark-server-manager.com> (the "Site") or any of its aliases, which are collectively referred to as the "Service", you agree (i) that you are 13 years of age or older, (ii) if you are the age of majority in your jurisdiction or over, that you have read, understood, and accept to be bound by the Terms, and (iii) if you are between 13 and the age of majority in your jurisdiction, that your legal guardian has reviewed and agrees to these Terms. We reserve the right, at our sole discretion, to modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions. Any such change or modification will be effective immediately, and your continued use of the Service will constitute your acceptance of, and agreement to, such changes or modifications. If you object to any change or modification, your sole recourse shall be to cease using the Service. We integrate with various platforms ("platforms") to provide you with our services. Some of these platforms include, but are not limited to: Discord ("Discord"), Nitrado ("Nitrado").

## RIGHTS TO USE THE SERVICE

Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Service, solely for your personal, non-commercial use. You agree not to (and not to attempt to) (i) use the Service for any use or purpose other than as expressly permitted by these Terms or (ii) copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service or any portion of the Service, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us, except for the permissions and rights expressly granted in these Terms. We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. We reserve the right to refuse any user access to the Services without notice for any reason, including but not limited to a violation of the Terms. If you violate these Terms, we reserve the right to issue you a warning regarding the violation or immediately terminate or suspend your use of the service. You agree that we need not provide you notice before terminating or suspending your access, but we may do so.

# PREMIUM SUBSCRIPTIONS

## Recurring Billing

By purchasing a Premium subscription, you authorize us to charge your Payment Method on a recurring (e.g., monthly or yearly) basis for the applicable Premium subscription charge, any and all taxes or possible transaction fees, and any other charges incurred in connection with your use of the Premium subscription service. Your payment to Ark Server Manager will automatically renew at the end of your applicable subscription period, unless you cancel your subscription before the end of the current subscription period.

## Price Changes

Ark Server Manager may change the price for Premium subscriptions from time to time, and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Premium subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use Premium after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from Premium prior to the price change going into effect. We don't want to charge you for something you don't want, though, so if you cancel within 14 days of any price increases, we'll provide you a refund.

## Cancellation

You may cancel your Premium subscription at any time, and you will continue to have access to Premium through the end of the current subscription period. If you cancel your subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us. At our sole discretion, however, we may provide a refund, discount, or other consideration to some or all of our members. The provision of in one instance does not entitle you to in the future for similar instances, nor does it obligate us to provide in the future, under any circumstance. To cancel, use the cancel command in your server, create a ticket on the support server (<https://discord.gg/NMEAK8F>) and ask us to cancel your premium or contact us at [support@ark-server-manager.com](mailto:support@ark-server-manager.com).