

Terms of Service

Updated May 15, 2018.

Please read these Terms of Service and our Privacy Policy carefully before using hopzone Services.

Whenever you use the Services, you agree to be bound by all of the terms and conditions of these Terms of Service. If you don't agree to all the terms and conditions you must not use our Services.

References to "hopzone," "Us" or "We" means HopZone

In all cases, "hopzone," "Us," or "We" includes agents, consultants, employees, officers and directors.

1. DEFINITIONS

"Account" means an account you create when you access the Services.

"Community Rules" means the rules of conduct that govern your interaction with our Services and other players.

"Feature Terms" means any other rules related to specific services like platforms and APIs, applications for mobile devices, forums, contests, subscriptions or loyalty programs that We may publish which apply to your use of those specific services and state they are part of these Terms.

"Offers" means special programs, including offers, excursions, and special gifts, both digital and tactile, that hopzone may offer from time to time to certain eligible players.

"Services" refers to products, services, content, hopzone.net and/or the other domains provided by hopzone.

“Terms of Service” or “Terms” means these terms of service.

“User Content” means all the data that you upload or transmit on or through the Service. This includes things like your profile picture.

“Digital banners” means (a) digital banner for use in the Service and (b) websites.

“hopzone Affiliates” refers to the hopzone’s third-party content providers, distributors, licensees or licensors.

2. CHANGES TO THESE TERMS

We reserve the right, at our discretion, to change, modify, add or remove portions of the Terms, Community Rules, Feature Terms, and Privacy Policy at any time by posting the amended Terms, Community Rules, Feature Terms, or Privacy Policy on our sites or within the Service. We may provide additional notice, such as an e-mail message or messaging within the Services, of any material changes. Unless We state otherwise, changes are effective when posted. If you continue to use the Services after the changes are posted you agree to the changes. New versions of the Terms, the Community Rules and the Privacy Policy and any other policies, codes or rules will be accessible at www.hopzone.net or from within the Services.

If you have a dispute with hopzone, the version of the Terms, the Community Rules, Feature Terms, and the Privacy Policy in effect at the time hopzone received actual notice of the dispute will apply to such dispute. However, if you keep using the Service after the changes are posted, you are agreeing that the changes apply to your continued use of the Services.

You can’t make changes to the Terms, Community Rules, Feature Terms, or Privacy Policy unless both you and hopzone sign a written amendment.

If the Terms or the Privacy Policy have provisions that conflict with other hopzone terms or policies, the provisions in these Terms and the Privacy Policy win.

3. ACCOUNT INFORMATION AND SECURITY

In order to use our Services, We may ask you to create an Account and select a password and/or provide Us with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with hopzone's Privacy Policy.

You agree to supply hopzone with accurate, complete, and updated information, particularly your email address.

You are responsible for maintaining the security of your Account. Don't share your Account details with others or allow others to access or use your Account. You are solely responsible for any activity in your Account whether or not authorized by you, including purchases made using any payment instrument (for example, credit card, PayPal or social network).

Tell Us immediately of any actual or suspected loss, theft, fraud, or unauthorized use of your Account or Account password.

4. PRIVACY

hopzone's Privacy Policy tells you how We collect and use information about you and your computer or mobile device, and how you can use the Services to share such information with others. You understand that through your use of our Services you acknowledge the collection, use and sharing of this information as described in hopzone's Privacy Policy. If you don't agree with the Privacy Policy, then you must stop using our Services.

We encourage you to read the hopzone Privacy Policy carefully and use it to make informed decisions.

5. USING OUR SERVICES

Who can use our Service: We are excited to have you start playing on our website, but there are some limits on who can use our Service.

You may **not** use our Service if:

- You cannot enter into a binding contract with hopzone;
- **You are under 13 years of age**, in which case you must not create an Account, use any part of the Service except websites with an age screen after accurately identifying your age, or submit personal information through the Service or to hopzone (for example, name, address, telephone number, email address);
- You are a convicted sex offender; or
- You have previously been banned from using any hopzone Service.

If you are under the age of 18, or under the age of majority where you live, you represent that your legal guardian has reviewed and agreed to these Terms.

Additional Important Rules and Terms:

If you use our Service, you must follow the hopzone Community Rules and all other Feature Terms that may apply. These additional rules and terms apply in addition to these Terms and are important. Please read them. If you access the Service from a social network or download the Service from another platform, such as Apple or Google, you must also comply with its terms of service/use as well as these Terms.

Accessing our Service:

To access our website or create an account with Us, you may need an account with a social network, like Facebook, and, if you are using our mobile Service, an account with the company that provides your mobile applications, like an iTunes account. You may need to update third party software from time to time to receive the Service and play on hopzone.

We provide the website. You provide the equipment (computer, phone, tablet, etc.) and pay any fees to connect to the Internet and app stores, or for data or cellular usage to download and use the Service.

Service Changes and Limitations:

The Service is evolving and We may require that you accept updates to the Service as well as to the Terms, Community Rules, and the hopzone Privacy Policy. From time to time we may make you update your software to continue to use Our Services. We may perform these updates remotely including to hopzone software residing on your computer or mobile device, without notifying you.

Hopzone reserves the right to stop offering and/or supporting the Service or a particular website or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or any part of it will be automatically terminated or suspended. If that happens, hopzone is not required to provide refunds, benefits or other compensation to players in connection with discontinued elements of the Service or for digital banners previously earned or purchased.

hopzone MAY, IN ITS SOLE DISCRETION LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR ANY PORTION OF IT AND PROHIBIT ACCESS TO OUR SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT AND hopzone IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

Deleting your Account:

You may stop using the Service at any time and may request that We stop making active use of your data at any time by following the instructions in the Privacy Policy. ***Unless the local law where you are located requires otherwise, We are not required to provide refunds, benefits or other compensation if you request deletion of your Account.***

6. OWNERSHIP; LIMITED LICENSE

Website and Service:

The Service is comprised of works owned by hopzone, and it is protected by copyright, trademark, trade dress, intellectual property and other applicable laws, rules or regulations. hopzone owns, has licensed, or otherwise has rights to use all of the content that appears in the Service. These Terms do not grant you or any other party any right, title or interest in the Service or any content in the Service.

So long as you abide by these Terms and any other rules, including the Community Rules, hopzone grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in these Terms, to access and use the Service using a hopzone supported web browser or mobile device solely for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

If you violate these Terms, or any of Our other terms that apply to you, We may take action against you, up to and including permanently suspending your account. In addition, you may be breaking the law, including violations of hopzone's intellectual property rights. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING WITHOUT LIMITATION UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ANY hopzone Website IS A VIOLATION OF hopzone POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

Your Account and Digital Items:

Regardless of what anything else says in these Terms, the Community Rules, or any other Feature Terms that apply to features you may choose to use, you do not own the Account that you create on Our Service, including in Our Website, and your Account is not your property. This also applies to other stuff, like items, regardless of whether you "earned" those items or "purchased" them. Your account and any related items are owned by hopzone. hopzone gives you a limited license to use your account and the related items while We offer the Services

WE MAY DELETE OR TERMINATE ACCOUNTS THAT ARE INACTIVE (*I.E.*, NOT LOGGED INTO) FOR 180 DAYS.

IF YOU WANT US TO DELETE YOUR ACCOUNT, YOU CAN GO TO THE PRIVACY POLICY PAGE FOR INSTRUCTIONS ON HOW TO MAKE THAT REQUEST.

You are not allowed to transfer Digital Banners and Items outside of the Service (*i.e.*, in the “real world”), for example by selling, gifting, or trading them. We won’t recognize those transfers as legitimate. You are not allowed to sublicense, trade, sell or attempt to sell Items for “real” money, or exchange Items for value of any kind outside of a website. Any such transfer or attempted transfer is prohibited and void, and We may terminate your Account because of it.

User Content:

If you transmit or upload User Content on the Service, you agree that it will be:

1. accurate;
2. not confidential;
3. not in violation of the law;
4. not in violation of contractual restrictions or other parties’ rights, and that you have permission from any other party whose personal or other information or intellectual property is contained within the User Content;
5. free of viruses, adware, spyware, worms or other malicious code;
6. in compliance with the hopzone Community Rules.

Your User Content will be processed by hopzone in accordance with its Privacy Policy.

You own your User Content, but you give hopzone a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, license to use your User Content and any modified and derivative works thereof in connection with the Service, including in marketing and promotions. To the extent allowed by applicable laws, you waive any moral rights you may have in any User Content (like the right to be identified as the author of the User Content or the right to object to a certain use of that User Content).

hopzone’s license to your User Content ends when you request deletion of your User Content by submitting a request to contact@hopzone.net.

User Content submitted in response to hopzone promotions (which will be subject to the terms of the promotion);

1. User Content either shared with others which they have not deleted or already used publicly as allowed under these Terms; and
2. User Content subject to a separate license with hopzone (which will be subject to the terms of such license).

If you request deletion of your User Content we will take reasonable steps to remove your User Content from active use, which may include suppression of your User Content in our systems. However, User Content may persist in our systems, including back-up copies. We may also retain copies of User Content if we are legally required to do so.

When you post your observations and comments on the Service such as in forums, blogs and chat features, We cannot guarantee that other players will not use the ideas and information that you share. If you have an idea or information that you would like to keep confidential and/or don't want others to use, don't post it. **hopzone IS NOT RESPONSIBLE FOR ANY OTHER PERSON'S USE OR APPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY FORUMS, BLOGS AND CHAT ROOMS.**

7. MONITORING USE OF SERVICE AND USER CONTENT

We have no obligation to monitor User Content and We are not responsible for monitoring the Service for inappropriate or illegal User Content or conduct by other players. That said, We have the right, in our sole discretion, to edit, refuse to post, or remove any User Content.

We may also, at our discretion, choose to monitor and/or record your interaction with the Service or your communications with hopzone or other players (including without limitation chat text and voice communications) when you are using the Service.

We are not responsible for information, materials, products or services provided by other players (for instance, in their profiles). However, if someone is violating these Terms or misusing the Service, please let Us know by contact Us at contact@hopzone.net.

8. YOUR DEALINGS WITH OTHER PLAYERS

You are responsible for your interactions with other players. If you have a problem with another player, We are not required to get involved, but We can if We desire.

9. PAYMENT TERMS

We provide a service in the form of access to website. In the Service you may use "real world" money to obtain a limited license to use our services.

ALL SALES ARE FINAL:

YOU ACKNOWLEDGE THAT hopzone IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY, OR WHETHER YOU MADE A PAYMENT THROUGH hopzone.net OR ANOTHER PLATFORM SUCH AS APPLE, GOOGLE, FACEBOOK, OR ANY OTHER SITES OR PLATFORMS WHERE WE OFFER OUR SERVICES.

PURCHASES OR REDEMPTIONS OF THIRD PARTY DIGITAL CURRENCY TO ACQUIRE A LICENSE TO USE DIGITAL ITEMS ARE NON-REFUNDABLE TO THE FULLEST EXTENT ALLOWED BY LAW.

If you purchase third party currency or choose to make a payment in our Services through a third party (like Facebook, Apple, or Google), you are agreeing to the third party's payment terms, and hopzone is not a party to the transaction.

Additional Payment Terms:

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. Hopzone may revise the pricing for the goods and services it licenses to you through the Service at any time.

Billing Support:

For billing support, send us an email to contact@hopzone.net with the subject "Payment Support"

10. PROMOTIONS AND OFFERS

From time to time, We may offer limited time promotions. Please review the official rules (if any) associated with the promotion. They will apply in addition to these Terms.

In addition, from time to time, We may promote Offers. We are not required to give, and players are not required to accept, any Offer. Offers are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any Offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to get the Offer. Some Offers will be subject to taxes and other charges, travel, or activities outside of the virtual world, all of which will be disclosed before You accept the offer. If you accept an Offer you also assume all liability associated with the Offer.

11. THIRD PARTY ADVERTISING

Our Service and our website may feature advertisements from Us or other companies. Our Privacy Policy explains what information We share with advertisers. Please read it.

Sometimes We provide links in Our websites or on the Service to other companies' websites or to companies who invite you to participate in a promotional offer and offer you some feature of the Service or upgrade in exchange. Any charges or obligations you take on in dealing with these other companies are your responsibility.

We make no representation or promises about any content, goods or services these other companies provide, even if linked to or from Our Service or website. Also, just because We allow a link to be included in Our website or Service does not mean We endorse that linked site. We are not liable for any claim relating to any content, goods and/or services of third parties.

Please also note that the linked sites are not under our control and may collect data or ask you to provide them with your personal or other information, or they may automatically collect information from you. When you use other companies' services like these, the other company's service may (or may not) ask you for permission to access your information and content. We are not responsible for these other companies' content, business practices or privacy policies, or for how they collect, use or share the information they get from you.

12. COPYRIGHT NOTICES/COMPLAINTS

We respect the intellectual property rights of others and ask that you should, too. We reserve the right to terminate any player's access to the Service if We determine that the player is a "repeat infringer." We do not have to notify the player before We do this. We also accommodate and do not interfere with standard technical measures copyright owners use to protect their materials.

13. FEEDBACK AND Unsolicited Ideas

Sometimes, We may request your feedback on certain features through a promotion or our customer insights program. Any feedback you provide at Our request through a promotion or program is subject to the rules of the specific promotion or program.

Any idea, information or feedback you submit to us without Our specific request is subject to Our Unsolicited Ideas Policy.

14. WARRANTY DISCLAIMER; SERVICES AVAILABLE ON AN "AS IS" BASIS

Neither hopzone nor any hopzone Affiliate makes any promise or guarantee that the Service will be uninterrupted or error-free.

USE OF THE SERVICE IS AT YOUR SOLE RISK. IT IS PROVIDED ON AN "AS IS" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, hopzone AND ANY hopzone AFFILIATE MAKE NO WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED,

ABOUT THE SERVICES. hopzone AND ANY hopzone AFFILIATE DISCLAIM ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF NON-INFRINGEMENT, MERCHANTABILITY, QUIET ENJOYMENT OR FITNESS FOR A PARTICULAR PURPOSE.

If your state or country does not allow these disclaimers, they do not apply to you. If your state or country requires a certain period for which a warranty applies, it will be either the shorter of 30 days from your first use of the Service or the shortest period required by law.

15. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE THAT hopzone AND THE hopzone AFFILIATES ARE NOT LIABLE

(1) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE; OR

(2) FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES.

THE RISK OF USING THE SERVICE AND EXTERNAL SITES RESTS ENTIRELY WITH YOU AS DOES THE RISK OF INJURY FROM THE SERVICE AND EXTERNAL SITES.

TO THE FULLEST EXTENT ALLOWED BY ANY LAW THAT APPLIES, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICE, OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

Some states or countries do not allow the exclusion of certain warranties or the limitations/exclusions of liability described above. So these limitations/exclusions may not apply to you if you reside in one of those states or countries.

16. INDEMNITY

If you use or misuse the Service, or if you violate these Terms or any other applicable rules, including the Community Rules or Feature Terms, and that results in loss or damage or in a claim or liability against hopzone or any hopzone Affiliate, you agree to indemnify, defend and hold harmless hopzone and/or the hopzone Affiliate (which means you agree to compensate hopzone and/or the hopzone Affiliate on a "euro for euro" basis) for that loss, damage, claim or liability, including compensating hopzone and/or the applicable hopzone Affiliate for our legal fees or expenses. If hopzone or the hopzone Affiliate wants to, they are allowed to take exclusive charge of the defense of any case on which you are required to compensate or reimburse them, and it will be at your expense. You also have to cooperate in hopzone's and/or the hopzone Affiliate's defense of these cases. hopzone and/or the hopzone Affiliate will use reasonable efforts to let you know if they learn of any claim on which you have to compensate or reimburse them. This will apply even if you stop using the Services or your account is deleted.

17. ASSIGNMENT

We may give our rights, or Our obligations, under these Terms, Feature Terms, Community Rules, or our Privacy Policy to any person or entity at any time with or without your consent. You may not give your rights or your obligations under these Terms, Feature Terms, Community Rules, or our Privacy Policy without first getting hopzone's written consent, and any attempt to do so without our consent is void.

18. ENTIRE AGREEMENT

These Terms, and any other policies or rules We reference in these Terms, make up the entire agreement between you and Us relating to the subject matter of these Terms, and supersede all prior understandings of the parties relating to the subject matter of these Terms, whether those prior understandings were electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us.

19. LANGUAGE OF THE TERMS

If We provide a translated version of these Terms, Feature Terms, the Community Rules, the hopzone Privacy Policy, or any other terms or policy, it is for informational purposes only. If the translated version means something different than the English version, then the English meaning will be the one that applies.

20. NO WAIVER

If We do not enforce a provision of these Terms, Feature Terms, the Community Rules, or our Privacy Policy, that does not waive our right to do so later. And, if We do expressly waive a provision of these Terms, Feature Terms, the Community Rules, or our Privacy Policy that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by both you and Us to be legally binding.

21. NOTICES

We may notify you by posting something on www.hopzone.net, or in the hopzone website(s), and sending you an e-mail or using other ways of communicating with you based on the contact information you provide to Us.

Any attempted notice that does not follow these rules has no legal effect.

22. EQUITABLE REMEDIES

You agree that given the unique and irreplaceable nature of the rights granted and obligations made under these Terms and the Community Rules, if you breach these Terms, Feature Terms, Community Rules and/or our Privacy Policy, or intend to breach these Terms, Feature Terms, Community Rules or Privacy Policy, money damages alone will not be enough to repair the harm to hopzone.

23. FORCE MAJEURE

We are not liable for any changes or problems out of our control, for example changes or problems caused by like natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.