

Terms of Use

LEGAL POLICY

LAST UPDATED: OCTOBER 30, 2024; IN EFFECT STARTING: OCTOBER 31, 2024

[VIEW PAST TERMS OF USE](#)

Welcome to Club Penguin Atake.

Referred to in this document as 'We', the 'Site', 'Us'.

We kindly request that you take the time to carefully read through these Terms of Use before using the website, application, and any services that we operate. Please note that we reserve the right to modify these rules at any time, with or without prior notice.

By using any of our services, you agree to our Terms, Privacy Policy, Community Guidelines, and Third Party Guidelines.

If you do not agree to our policies ("Terms of Use", "Privacy Policy", "Community Guidelines", "Third Party Guidelines"), please discontinue using our services immediately.

Ownership and Copyright Statement

By using Club Penguin Atake, you agree that we are fully independent from The Walt Disney Company and/or the Disney Interactive Media Group (collectively, "Disney"). We are an independent project. We don't have any sort of relationship with Disney. You agree to release Disney, as well as any of its employees or agents, from any liability, corporate or personal loss resulting from the use of our services.

Accounts and Profiles

The game service itself requires an active account, which can be created with us only if the user is 13 years or older.

If the user is under the age of 13, they are forbidden from accessing the Site and any associated services.

Club Penguin Atake may release information about you (including your Data) if we believe it is necessary to resolve a complaint about your use of the Site or to contact someone who may be infringing on Club Penguin Atake's or visitors' rights or property. We do not release user information to third parties without their authorisation.

A Club Penguin Atake Account needs to be activated within 7 days of creation to continue using the service. Accounts that were not activated in time will be disabled. We only support the following email providers:

- Google Mail/Gmail (gmail.com);
- Yahoo Mail (yahoo.com);
- Live.com (live.com);
- MSN (msn.com);
- Hotmail (hotmail.com);
- Outlook (outlook.com);
- iCloud (icloud.com);
- AOL Mail (aol.com);
- Proton Mail (proton.me);
- Live.net.co (live.net.co);
- Fullmoon (fullmoon.dev).

You cannot:

- impersonate or misrepresent any person or entity, including using someone else's login, password, or other account information, as well as their name, likeness, voice, picture, or photograph.
- provide false information for user information.
- You understand that you cannot transfer, sell, or share your account.

Any attempt to share, transfer, auction, or sell the account is void, and such attempts, whether made by the account holder or not, will result in the account's immediate termination.

If you fail to comply with these terms of service or any additional rules relating to a specific service, or for any other reason, we can terminate your account and your ability to use the Site.

Users acknowledge that they are responsible for all activities that occur related to their account. Club Penguin Atake, or its staff members will not be held liable for any mistakes or damages that occur as a direct result of actions made with your account.

Submissions

If you send us your thoughts, ideas, or suggestions, we can use them without limitation or reward.

Our websites may include features (such as blogs and chat rooms) that allow users to publish and share comments and/or content.

Users conduct not to publish or share messages or content of any kind in such areas that violate on any party's rights, or break any relevant laws, using any type of submission.

Users agree that any conversations or anything they submit in the areas are non-confidential for any reason.

Members who use the chat or submission features are solely responsible for their communications and any consequences that follow from them.

We are not obligated to post, deliver, remove, edit, or otherwise utilise or act on messages you send through the areas, and we reserve the right to refuse to do so.

Club Penguin Atake, its staff, contributors, and suppliers are not liable for any direct, indirect, incidental, special, or consequential damages, loss of profits, or injuries resulting from the use of the areas or dependence on the information and/or content posted in the areas, whether in fact or law.

Responsibility and Limitations

Users are responsible for any criminal and civil penalties issued by law enforcement agencies in connection with their account, subject to applicable laws in their jurisdiction.

Members agree to release Club Penguin Atake's vendors, staff members, representatives, volunteers, and affiliates from civil liability caused by third-party negotiations, claims, actions, or disputes relating to your Content or Data, your use of the Site or Applications, or any wilful misconduct on your part.

We have the right to terminate a member's use of any service based on the data they submit.

The content hosted on our servers is regularly backed up. In the event that our server is shut down, we will restore any lost data to reduce the impact and downtime for users.

Users acknowledge the availability of these Data copies and agree that our affiliates may use this information to:

- restore servers;
- update account information;
- evaluate Service's functionality.

To the fullest extent permitted by law, none of the Site's affiliates, operators, or volunteers will be liable to any person(s) for indirect, incidental, special, punitive, cover, or consequential damages caused, under any theory of liability, including, but not limited to, contract, tort, warranty, breach of mandatory duty, negligence, or otherwise, even if we were advised of the possibility of such damages or could have foreseen them. These limitations apply even if this solution does not compensate you for any losses or fails to meet its primary objective. Administrative limitations apply to formal agreements regulating Club Penguin Atake.

Termination

You may terminate these terms of service at any time by discontinuing use of the Site and erasing any contents obtained from it, as well as any related documents, copies, and installations, whether made under these terms of service or not.

Club Penguin Atake reserves the right for our operators and staff members to terminate your account without warning.

We have the right, at all times, to terminate these terms of use with respect to you, including your access to the Site, including, but not limited to, if you violate or fail to comply with any essential term or condition of these terms of use. You must discontinue using the Site after it has been terminated.

Community Guidelines

We kindly ask that you familiarise yourself with the Community Guidelines, which outline the standards of conduct expected of all users of Club Penguin Atake. Failure to comply with these guidelines may result in the termination of your account.

Please note that these Community Guidelines apply to all of our services, including our community Discord server. In the event that a rule is specific to a particular service, we will make that clear by placing it alongside the relevant rule.

- Use language that is appropriate for the situation at all times. It is our goal to ensure that everyone feels comfortable and welcome. Please note that any messages containing curse words, slurs, insults, or other inappropriate language will be removed and will result in consequences.
- Show respect for everyone's race, ethnicity, culture and identity. We kindly ask that you refrain from using racist, discriminatory or hateful language on our services. In the event of a violation of this rule, we reserve the right to permanently ban the offending party without prior notice.
- You must not discuss or promote any other Club Penguin Private Server (CPPS) or service unless it has been officially advertised, partnered with, approved by Boo0 or a service run by one of our operators (fullmoon.dev and sunrise.games). You will find our partner list in the [Third Party Guidelines](#). Learn more about our operators at www.fullmoon.dev and sunrise.games.
- Show respect for others' opinions, even if you disagree with them. Do not initiate or take part in any disagreements, discussions, or confrontations with other members or staff. If you have an issue with someone, you must resolve it privately or contact a staff member.
- Avoid spamming at all costs. This means no sending the same or similar messages repeatedly, overusing emoticons, capital letters or punctuation, or sending irrelevant or off-topic messages. This also includes Direct Messages.
- Absolutely zero harrasment. Harassment is defined as making unwelcome or improper comments, threats, jokes, or approaches towards another person, as well as persistently disturbing or following them.
- Do not misuse the ping function. You may only ping a staff member once, and only when you require their assistance or attention. Do not ping more than one staff member at a time or more than four users in one message. If you do, you will be banned. You will receive a response from a staff member shortly. (Discord only)
- If you see someone violating the rules, take a screenshot and report it to [support](#). Do not attempt to resolve the issue independently or publicly identify the individual in violation of the rules. Let the staff handle it and follow their instructions.

- No political discussions. We know some people want to talk about current events or concerns, but Club Penguin Atake is a place for everyone to enjoy a virtual, snowy world. We do not want to start discussions on those topics because they can be sensitive to people. (This includes historical-political topics as well.)
- Do not discuss relationships, religion, beliefs, or other topics that could cause offence or distress. These topics are delicate, personal, or controversial, and they can cause discomfort or disagreement among our members. They have no place in our services.
- Do not impersonate staff or other users. Impersonation refers to claiming to be someone else by using their name, profile picture, or role. It is dishonest and insulting, and it might confuse or mislead other members.
- Keep your messages and content appropriate for ages 13+. Club Penguin Atake allows users from 13, and we will not tolerate any content that is inappropriate or offensive.
- Hacking, doxing and similar activities are not permitted. Hacking is defined as the unauthorised access or modification of another person's account, device, or data. Doxing is the release or spread of someone else's personal or private information without their permission. Hacking and doxing are illegal and immoral.
- You must not share any personal information, such as your home address, phone numbers, or email address. This is for your own safety and privacy. It is impossible to know who may view or use your information for malicious reasons. You can read some tips on the [North Carolina Department of Information Technology - "Online Safety Tips for Teens" webpage](#).
- No trolling. Trolling is an intentional act of irritating, annoying, or upsetting other members or staff by making false, ridiculous, or offensive statements or actions.
- When a staff member asks you to stop, stop! If you believe it was unreasonable, contact us immediately. We will determine if it is or not. Staff members are authorised and obliged to enforce the rules and maintain order. If a staff member instructs you to stop, you must comply.
- Do not argue with staff team members. Staff members are here to assist and guide you, not to argue or disagree with you.
- Do not use the bots to say or post inappropriate things, ping someone, or play, display, say or publish information that is prohibited by our Terms of Service, Privacy Policy, or any other rules. Bots are automated programs that perform a variety of tasks and features on our server. Bots are neither toys nor tools for mischief.
- Avoid drama. This includes disputes, fighting and unpleasant comments. Anyone engaging in these activities will be banned. Drama is any situation or action that creates unnecessary tension, negativity or toxicity.

- No ban evading. Ban evasion refers to opening or using a new or different account to get access to our game or server after being banned from it.
- Competitive and AFK level/XP harvesting via AFK messages, as well as excessive usage of voice channels, are all banned. Levels are for fun not competitions. (Discord only)

Miscellaneous

If we make major modifications to these service-specific terms, we will notify you and allow you to review them.

To end your relationship with Club Penguin Atake, see our Privacy Policy and learn how to close your account. If our online moderators find a violation of these terms, we keep the right to terminate these conditions in relation to you. These terms only apply to your connection with Club Penguin Atake, not to any other organisations or individuals, even if they legally benefit from it.

Advertised, Partnered & External Services

Please visit the Third Party Guidelines, always available at <https://www.cpatake.boopolicies/third-party>.

This is no longer the latest version of this document. For the current version that applies to you visit <https://www.cpatake.boop/>.