

# Terms of Service

<https://www.chop.shop/terms>

[Press here to download a copy \(.pdf format\) for your own reference.](#)

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Contact us: [contact@chop.shop](mailto:contact@chop.shop)

References to “Code Fanatics”, “Chop Shop”, “CS”, “Us”, “We” are referring to Stuart Web Enterprises Limited, a UK company located at 6 Kings Buildings, Chester, CH1 2AJ.

The service may be referred to as the “game”, “software” or “app”.

You must read and agree to these Terms of Service (TOS) and [Privacy Policy](#) before using Chop Shop. Any updates or changes to the TOS will be clearly stated before continued use of the service.

Subject to your agreement we grant you a revocable and limited license to access and use the Service for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

## **CHOP SHOP RULES**

Please familiarize yourself with all game rules (part of these terms) before playing. Failure to be familiar with the game rules is not an excuse for breaking them and will not be accepted as a defence of your account.

We reserve the right to temporarily block or permanently ban any user who is violating these rules or anything set out in this Terms of Service. You may contact us for details of any service restriction. Administrators are allowed to access your game account to investigate potential rule breaking (cheating) or to debug issues.

You **MUST NOT**:

- Submit multiple photos of vehicles. All photos must be captured by **you** out in the **real world**.
- Play if you are **under 13 years of age**, in which case you must not use any part of the Service or submit personal information through the service.
- Submit anything other than photos of **cars**. Other photos will be flagged and removed; repeat violations will result in a **service block**.
- Profit or gain any advantage through the use of **multiple accounts or devices**.
- Sell, transfer or try to sell or transfer an account with us or any part of an account, Virtual Money and/or Virtual Goods.
- Access or otherwise attempt to infiltrate (crack/hack) anyone else's account other than your own.
- Use any kind of program/software which automatically does actions for (automates) game activities.

- Exploit a bug in the game to gain an advantage that hasn't been rightfully earned (money, dealerships, statistics etc), and or make harms to any other players, or to the game itself.
  - Bugs include unforeseen loopholes which give you an unfair advantage over other players. All such bugs must be reported to support within the settings area of the game.
- Anonymise or hide your IP address or the source (metadata) of any content or photos that you may upload.
- Post any photos or information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.
- Submit any photos originating from a device not tied to your registered account.
- Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity.
- Collect or post anyone's private information, including personally identifiable information (whether in text, image or video form).
- Advertise any other app/website/product or any other material.

Please remember:

- Users are ONLY allowed to access their own account. Sharing of accounts is not allowed. Logging on to someone else's account is not allowed. Anyone caught on someone else's account is subject to the banning of all linked accounts on the device and/or IP address at the sole discretion of the Administrator.
- If an account is infiltrated, Code Fanatics are not responsible for the undoing of any resulting damages. This includes the return of any Money, Vehicles, Garages, Dealerships and any other goods of Chop Shop, as well as, the un-banning of the account. Once reported, Administrators or Moderators may investigate and ban any users involved in said hacking.
- Accounts that have been banned for any reason lose all rights to any Money, Vehicles, Garages, Dealerships or any other game possessions remaining on the account, no matter how they were obtained.

## **DISCLAIMER**

Chop Shop is an app service for recreational purposes only and shall not be liable for any special, indirect, incidental, or consequential damages, including without limitation, losses of any kind.

No guidance or info shown by Code Fanatics or any other faction on this service may produce any assurance or otherwise legal responsibility. Links made through our service to other apps / internet sites are managed on your own risk and we hold no legal responsibility for any linked apps / sites.

We will not be held responsible for any failure to deliver goods ordered by you or any delay in delivering goods ordered by you, the cause of which is any event or circumstance beyond our reasonable control.

## 1. DESCRIPTION OF SERVICE

Code Fanatics currently provides users with access to online entertainment in the form of a game in which users submit and store photos of vehicles and interact with each other (the "Service"). You understand and agree that the Service may include advertisements and that these advertisements might be necessary for Code Fanatics to provide the Service. You also understand and agree that the service may include certain communications from Code Fanatics, such as service announcements, administrative messages, and that these communications are considered part of your Chop Shop membership and you will not be able to opt out of receiving them.

Unless explicitly stated otherwise, any new feature that augments or enhances the current Service, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Code Fanatics assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

## 2. SAFE PLAY

Please only play in areas where it is safe and appropriate to do so. You play at your own risk and it is your responsibility to be aware of your surroundings and not put yourself or anyone else in harm's way. Where applicable, you should take out any insurance policies for any injuries you may incur while using the service.

You agree that in conjunction with your use of the service you will not:

- Violate any law, rule or regulation; or encourage others to do so.
- Operate a vehicle without due care and attention.
- Cause an obstruction on roads & pavements or to any property.
- Trespass onto private property.
- Misrepresent yourself or impersonate any other person.
- Cause property damage, injury, death or liability of any kind.
- Emotionally distress, intimidate or humiliate other people.
- Assault or threaten other people.

To the extent permitted by applicable law, Code Fanatics, its affiliates, and their respective directors, employees, licensors, representatives and third party providers will not be liable for any violation, property damage, personal injury, or death that may occur during your use of our service.

## 3. ACCOUNT

You acknowledge and agree that you have no ownership or property interest in the (online) account created for you, nor any virtual goods (such as in-game currency, captures, or items), no matter whether these were earned from within the game or purchased with "real money". Your account and all possessions are owned by Code Fanatics. We may block, modify or delete any account at any time for any reason, without prior notice.

You are fully responsible for the security of your account which includes the confidentiality of login information, purchases made and all activity done through the service.

You must notify us as soon as you become aware of or reasonably suspect any loss, fraud or breach of security. You are responsible for anything that occurs during this breach of security.

We may remove any character names or accounts that have been inactive for more than 180 days, if necessary, in order to improve our service. You will no longer have access to the account or possessions, and no refunds or compensation will be offered.

#### 4. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Code Fanatics, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Code Fanatics does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Code Fanatics be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

1. Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. When a user is reported doing so appropriate measures will be taken. Verbally abusing players and staff is considered poor etiquette and measures can be taken without notice or explanation;
2. Harm minors in any way;
3. Impersonate any person or entity, including, but not limited to, a Code Fanatics administrator, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

5. Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
6. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
7. "Stalk" or otherwise harass another; or
8. Collect or store personal data about other users.
9. Errors in the system (this is the game and hardware) to benefit from it, it is considered as cheating. All bugs should be reported to an administrator as soon as discovered;

You acknowledge that Code Fanatics does not pre-screen Content, but that Code Fanatics and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Code Fanatics and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Code Fanatics or submitted to Code Fanatics, in any part of the Service.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## 5. CONTENT OWNERSHIP, LICENSING AND MONITORING

You acknowledge that all copyright, trademarks, and other intellectual property rights in and relating to our Service is owned by or licensed to us.

Code Fanatics does not claim ownership of Content you submit or make available for inclusion on the Service. Although we periodically monitor exchanged and posted information, in no event does Code Fanatics assume or have any responsibility or liability for any postings/messages for any claims, damages or losses resulting from their use and/or appearance on or in conjunction with this game or elsewhere.

You give Code Fanatics a perpetual, irrevocable, transferable, fully paid-up, royalty-free, non-exclusive, worldwide license to use your Content (images, feedback or otherwise) and any modified or derivative works in connection with the service provided, in any media now known or hereafter developed, for any purpose whatsoever. You waive any moral rights you may have in your Content. You retain any rights to use your Content in any way you see fit.

We monitor and log network requests to the service for a variety of purposes, such as providing support, tracking bugs/issues, improving our services and preventing

invalid/malicious requests. This includes any communications (text, images or otherwise). You must consent to this before using our service.

## 6. FEES AND PURCHASE TERMS

Our service includes virtual goods that may be purchased with “real money” through the platform on which you are playing. Upon purchase acceptance, you receive a limited, personal, non-transferable, non-sublicensable, revocable licence to use these virtual in-game items. You do not own any virtual goods on your account, and they hold no stored or monetary value.

Purchases of virtual items are non-refundable and you have no right to cancel once the virtual item is supplied. No refund, money or compensation will be given when an account is blocked, banned or otherwise made inaccessible, for breach of these terms, service closure or any voluntary reason.

You agree to pay all fees and taxes incurred on your account. We may modify the prices and the selection of virtual goods available at any time.

You shall not purchase, sell, transfer, redeem or otherwise obtain virtual items from anyone other than Code Fanatics, through the platforms we support (at the time of writing, iOS and Android).

For support, please contact us through the support area of the game or at [contact@chop.shop](mailto:contact@chop.shop)

## 7. AVAILABILITY OF SERVICE

Code Fanatics reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Code Fanatics shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Code Fanatics will do anything in its power to keep the Service up and running. We cannot guarantee the connection. If the connection fails we will not refund any payments.

Code Fanatics shall not be held responsible for any failure to perform its obligations under this Terms of Service (Connectivity, loss of account information) if such failure is caused by events or conditions beyond Code Fanatics' control.

## 8. PROPRIETARY RIGHTS

Code Fanatics grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single device; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense,

grant a security interest in or otherwise transfer any right in the Software. You agree not to access the Service by any means other than through the interface that is provided by Code Fanatics for use in accessing the Service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## 9. INDEMNITY

You agree to indemnify and hold Code Fanatics, its affiliates, and their respective directors, employees, licensors, representatives and third party providers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

## 10. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Code Fanatics may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that photos or other uploaded Content will be retained by the Service, the maximum number of photos that may be sent from or received by an account on the Service, the maximum size of any photo that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Code Fanatics' servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Code Fanatics has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You further acknowledge that Code Fanatics reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## 11. TERMINATION

You agree that Code Fanatics may, under certain circumstances and without prior notice, immediately terminate your Chop Shop account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical issues or problems, and (f) extended periods of inactivity. Termination of your Chop Shop account includes (a) removal of access to all offerings within the Service, (b) deletion of your account and all related information, files, virtual goods and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in Code Fanatics' sole discretion and that Code Fanatics shall not be liable to you or any third-party for any termination of your account or access to the Service.

## 12. LINKS

The Service may provide, or third parties may provide, content from or links to other World Wide Web sites, services or resources. Because Code Fanatics has no control over such sites and resources, you acknowledge and agree that Code Fanatics is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Code Fanatics shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## 13. DISCLAIMER OF WARRANTIES

THIS SERVICE AND ALL MATERIALS CONTAINED IN IT ARE DISTRIBUTED AND TRANSMITTED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CODE FANATICS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CODE FANATICS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APP OR MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS APP OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CODE FANATICS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS APP WITH REGARD TO THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CORRECTNESS AND VALIDITY OF ANY MATERIAL RESTS WITH YOU. YOU (I.E., NOT CODE FANATICS) ASSUME THE COMPLETE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## 14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CODE FANATICS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, AND THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS CONTAINED IN THE APP, WHETHER THE MATERIAL IS PROVIDED OR OTHERWISE SUPPLIED BY CODE FANATICS OR ANY THIRD PARTY.

NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CODE FANATICS OR FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF CODE FANATICS.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT CODE FANATICS HAVE ANY LIABILITY TO YOU FOR ANY CLAIMS, DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEEDING THE AMOUNT PAID BY YOU, IF ANY, DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE.

## 15. GENERAL TERMS

These terms set out the entire agreement between you and us, replacing all earlier agreements and understandings between you and us.

Code Fanatics' failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision.

We reserve the right to update these terms as and when required, for any reason. You agree that if you do not accept any modifications to our terms then you shall immediately stop using our service.

## 16. DISPUTE RESOLUTION

If a dispute arises between you and Code Fanatics, please first contact us via the site or [contact@chop.shop](mailto:contact@chop.shop). You agree that all disputes between you and Code Fanatics shall be governed by the laws of the United Kingdom, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Code Fanatics must be resolved exclusively by a court located in the England, United Kingdom.

## 17. SEVERABILITY

If any part of these terms or the privacy policy is not enforceable under any local law, that part will be interpreted in a manner consistent with the applicable law to reflect our intent as closely as possible, without affecting the remaining provisions of the terms.