



Terms of Service

Smithy's Group Cops N Robbers

Disclaimer

SGCNR is an independent community server and is ****not affiliated, sponsored, endorsed, or connected in any way**** to Rockstar Games, Take-Two Interactive, or Cfx.re (FiveM). All trademarks, logos, and assets belonging to Rockstar Games, Take-Two Interactive, and Cfx.re remain the sole property of their respective owners.

Server Name: SGCNR FiveM Server (“Server”, “SGCNR”, “we”, “us”, or “our”)

By connecting to, playing on, or otherwise using the SGCNR FiveM Server, you agree to be legally bound by these Terms of Service (“ToS”). If you do not agree, you must immediately disconnect and stop using the Server.

1. Acceptance of Terms

Your continued use of the Server constitutes your acceptance of the current version of these ToS. We may update these terms at any time. Continued use after changes are posted (via in-game announcement, Discord, or server website) constitutes your acceptance of the revised ToS. We will notify you of material changes where required by applicable law.

2. Eligibility

You must be at least 13 years of age (or the minimum age of digital consent in your jurisdiction, whichever is higher) to use the Server. If you are under 18 (or the age of majority in your jurisdiction), you represent that you have obtained parental or guardian consent.

If you are located in the European Economic Area (EEA), United Kingdom, or any jurisdiction where stricter age requirements apply under data protection laws, additional parental consent may be required for certain processing activities.

3. User Accounts & Access

To access and play on the SGCNR FiveM Server, you **must** possess a **legally obtained and valid license** for Grand Theft Auto V (GTA 5) purchased from an



authorized retailer or platform (such as the Rockstar Games Launcher, Steam, Epic Games Store, or any other officially supported distributor).

Use of any pirated, cracked, unauthorized, or illegally obtained copy of GTA 5 is **strictly prohibited** and will result in an immediate and permanent ban from the Server, with no refund or appeal possible.

Access to SGCNR is provided exclusively through the official FiveM client and may require a linked Discord account or in-game identifier. You are solely responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your identifier.

4. Privacy, Data Collection & Logging Policy (Data Protection Information)

We are committed to protecting your personal data and complying with applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and (where applicable to users in the EEA) the EU General Data Protection Regulation (GDPR).

Every single message and Direct Message (DM) written in the Server is automatically and permanently logged.

- This includes, but is not limited to: public chat, local chat, faction/group chat, private DMs, system messages, and any other text-based communication sent through the Server's scripts or infrastructure.
- Logs capture the full content of the message, the sender's in-game name, identifier (e.g., FiveM ID, Discord ID, IP address where applicable), timestamp, and recipient(s).
- Voice chat is **not** automatically transcribed or logged unless a staff member manually records a specific incident for moderation purposes.
- **By using the Server, you explicitly consent** to the collection, storage, review, and processing of your written communications. We also rely on our legitimate interests (maintaining a safe, moderated, and functional roleplay environment, preventing abuse, and resolving disputes) as an additional legal basis for processing where consent is not the sole basis.



Purposes of processing: moderation, rule enforcement, security, dispute resolution, server improvement, and compliance with legal obligations.

Retention period: Logs are stored securely for a minimum of 90 days and may be retained longer when required for investigations, legal obligations, or legitimate interests.

Security: We implement appropriate technical and organisational measures to protect your data.

Sharing: Logs may be shared with law enforcement or regulators if required by law (e.g., subpoena or legal process). We do not sell your data.

Your data protection rights (subject to applicable law and verification of identity):

- Right to access, rectify, or erase your personal data
- Right to restrict or object to processing
- Right to data portability
- Right to withdraw consent (note: withdrawing consent for logging may prevent you from using the Server, as logging is essential to its operation)
- Right to lodge a complaint with the UK Information Commissioner's Office (ICO) or your local supervisory authority

To exercise any of these rights, contact us via the official SGCNR Discord support ticket system or designated Website. We will respond within one month (or as otherwise required by law).

Privacy and Monitoring We respect the privacy of our community; however, to maintain a safe and inclusive environment, all text-based communications (including public, group, and Direct Messages) are subject to automated filtering and manual review by authorized staff.

Access and Purpose Access to communication logs is strictly limited to staff with appropriate administrative permissions. Such access is granted only when necessary to investigate reported rule violations, ensure compliance with our Code of Conduct, or fulfill legal obligations. By using our communication features, you acknowledge that these interactions are monitored for the safety and security of all users



5. Code of Conduct & Prohibited Behavior

You agree not to:

- Engage in harassment, hate speech, discrimination, threats, or sexual content directed at other players or staff.
- Cheat, exploit, use hacks, mods, or third-party software that provides an unfair advantage.
- Share or promote real-life personal information of other players (doxing).
- Advertise, spam, or solicit for other servers, communities, or commercial services.
- Impersonate staff or other players.
- Disrupt roleplay or server operations intentionally.
- Attempt to circumvent bans, filters, or logging systems.
- Violate any applicable laws or FiveM / Rockstar Games policies.

All players are expected to engage in good-faith play consistent with the server's theme and rules (full server rulebook available in-game and on Discord).

6. Moderation & Enforcement

We reserve the absolute right to:

- Issue warnings, temporary kicks, or permanent bans without prior notice.
- Use logged messages/DMs as evidence in any enforcement action.
- Share logs with law enforcement if required by subpoena or legal process.
- Ban accounts associated with the same user (hardware ID, IP range, Discord account, etc.).

Decisions made by SGCNR staff are final and not subject to appeal unless explicitly stated otherwise in the server rulebook. All enforcement actions are carried out fairly and proportionately in accordance with applicable law.

7. Intellectual Property & Content

- You retain ownership of content you create, but you grant SGCNR a worldwide, royalty-free, perpetual, non-exclusive license to use, reproduce, modify, and display any text, voice, or media you post on the Server for moderation, promotional, or archival purposes.



- All FiveM, GTA V, and Rockstar Games assets remain the property of their respective owners.

8. Disclaimers & Limitation of Liability

The Server is provided “as is” without warranties of any kind, express or implied. We are not responsible for:

- Loss of in-game progress, items, or virtual currency.
- Any damages arising from use of the Server.
- Actions of other players.

To the fullest extent permitted by applicable law (including the UK Consumer Rights Act 2015 and equivalent EU consumer protections), SGCNR and its staff shall not be liable for any indirect, incidental, special, or consequential damages.

Nothing in these ToS excludes or limits our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot be lawfully excluded or limited under applicable law.

9. Termination

We may terminate or suspend your access to the Server at any time, for any reason, without notice, provided we act reasonably and in accordance with applicable law. You may stop using the Server at any time by disconnecting.

10. Governing Law and Jurisdiction

These ToS are governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with these ToS (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

If you are a consumer resident in the EEA, you may also bring proceedings in the courts of the country where you are resident, and you may benefit from mandatory consumer protections under the laws of that country.

11. Contact



For questions regarding these ToS, the logging policy, or data protection matters, please contact dataprotection@sgcnr.net For data subject requests, please clearly state that your request relates to your UK GDPR / GDPR rights.

By joining SGCNR, you acknowledge that you have read, understood, and agreed to these Terms of Service, including the explicit logging of every message and DM, that you possess a legally obtained GTA 5 license, and that you consent to the processing of your personal data as described above.