Terms and Conditions of Use – Santa Group

Last updated: 17 July 2025.

Welcome to **Boomerang**! These Terms of Use set out the rules governing your use of our Site and Services, including all Additional Policies incorporated herein by reference. By accessing or using the Site and Services of Boomerang, you, as a User, confirm that you agree to all clauses described herein.

Boomerang reserves the right to modify these Terms at any time by publishing a new version. If you continue to access or use the Services after such changes take effect, it will be understood that you have fully accepted the updated Terms. Whenever we make material changes, we will notify Users by email or through a notice on the Site or Services. The date of the last revision will always be indicated in the header of this document.

If you disagree with these Terms, or any of their provisions, please immediately cease your use of and access to the Services.

Boomerang develops, operates and maintains independent Grand Theft Auto V servers to provide a modified GTA V Online experience. Boomerang has no affiliation, endorsement or connection with Rockstar Games, Inc. or its subsidiaries.

I. Definitions

- **Account:** Personal identification created when using the Services and interacting on a Server.
- **Communication Services:** Emails, voice channels, forums and other means for exchanging messages between users.
- **Company:** Boomerang, its subsidiaries and representatives.
- **Custom Assets:** Elements submitted by users for integration into the Servers.
- **Intellectual Property Rights:** All rights relating to patents, trade secrets, copyrights, trademarks and the like.
- **Store:** The environment where services are purchased.
- **Notice:** Notification sent by email or correspondence, valid upon receipt.
- **Privacy Policy:** Rules regarding the collection and use of personal data, incorporated into these Terms.
- **Protected Content:** All material within the Services — including UGC, visual elements, code, audio, scripts, as well as GTA V and its add-ons.
- **Rockstar:** Rockstar Games, Inc.
- **Server:** Any multiplayer or GTA V RP instance managed by the Company.
- **Services:** Encompasses the Servers, the Website and their related services.
- **Terms:** These Terms of Service and the End User Licence Agreement.
- **User:** Any person who uses the Services.
- **User Generated Content (UGC):** Custom assets and other media submitted by users.

II. Licence

You are granted a personal, limited, non-exclusive, revocable and non-transferable licence to use the Services solely for recreational (non-commercial) purposes. Any copying, modification, distribution or reverse engineering of the Services is prohibited, unless expressly authorised or permitted by law.

The Services, Virtual Items and your Account are made available under licence, not sold. This licence is for individual use only and does not grant you any ownership rights over the Services, Virtual Items, your Account or any of their components or contents.

All other rights remain with the Company or its licensors.

III. Use Restrictions and Prohibited Conduct

The User agrees not to:

- Violate these Terms or Boomerang's Guidelines;
- Use the Services for unauthorised commercial purposes;
- Use unauthorised software (such as cheats, bots or scripts) that interferes with GTA V or the Servers;
- Copy, display, distribute or reproduce content without prior permission;
- Attempt to reverse engineer, decompile or access the source code;
- Circumvent or remove security measures;
- Access the Services through automated means (bots, scrapers, etc.);
- Cause overload or interfere with Server operations;
- Collect personal data or email addresses from other users;
- Impersonate another person or entity;
- Harass, threaten, deceive or defame users;
- Falsely claim association with or endorsement by the Company.

Violation of these rules may result in disciplinary action, including suspension or banning, without prejudice to other legal measures.

IV. Minimum Age

Use of the Services is permitted only for individuals aged 18 or over. Accounts belonging to underage users will be immediately terminated.

V. User Account

It is necessary to create an Account on the Server in order to use the Services. To do so, you will need to provide information such as your age, country or region, email address, username, password and any other data we deem relevant for the registration process, which will be processed and stored in accordance with our Privacy Policy. By creating your Account, you agree to provide accurate, up-to-date and complete information.

The user is responsible for the security and use of their account.

Sharing or transferring the account is prohibited.

Linking with Steam and Rockstar ID accounts is subject to the terms of those platforms, which are not controlled by Boomerang. Violations within those environments may also result in sanctions by Boomerang.

We reserve the right to refuse the creation of Accounts for legitimate reasons, as well as to cancel Accounts that violate these Terms, in accordance with the termination rules set out below, and may also delete any data linked to the Account as provided in our Privacy Policy.

VI. Virtual Items and Your Rights

"Virtual Items" refers to any type of digital currency, items, goods, enhancements or in-game effects, including but not limited to: coins, points, gems, tokens, weapons, vehicles, cards, skins, power-ups, clothing, equipment, trophies, rewards, badges or any other virtual goods available in the game. These items may be obtained through the Services.

Boomerang reserves the right to modify, remove, suspend, transfer or delete any Virtual Items at any time and without prior notice, and shall not be liable for any losses resulting from such actions.

The User acknowledges that they have no ownership rights over the Virtual Items or their Account. In the event of an Account ban due to a serious violation of these Terms, the Community Guidelines or platform rules, the Virtual Items associated with the Account will revert to the exclusive possession of Boomerang, with no right of retention, transfer or compensation on the part of the User.

VII. Code of Conduct

The User agrees to:

a) Avoid any cheating or improper interference with the Services, including the use of bugs, illegal or unauthorised methods to disrupt other users, gain unfair advantages in the game, or access items and content without legitimate rights. This includes the use of cheats, unauthorised modifications ("mods"), hacks, glitches, social engineering techniques, fraud or phishing attempts.

b) Not violate the privacy of others whilst using the Services. This includes practices such as "doxing", meaning disclosing or threatening to disclose personal information in order to humiliate, intimidate or cause harm.

c) Not use the Services in a fraudulent or deceptive manner, nor spread deliberately false content. Spamming — the repetitive misuse of communication channels with the intent to disrupt other users' experience or promote third-party products/services — is also prohibited.

d) Not create or share content depicting extreme violence or cruelty, including realistic or real images of blood, torture, animal abuse or graphic violence, whether through real footage, animations or digitally generated material.

e) Not promote or depict self-destructive behaviour, such as eating disorders, self-harm, suicide or actions that put oneself or others at risk. This includes encouraging dangerous challenges, excessive alcohol or drug consumption and other harmful behaviours.

f) Not engage in abusive, threatening or harassing conduct, nor create content that may be interpreted as intimidation or threats, whether verbal or physical. Inappropriate in-game behaviours such as griefing, stream sniping, swatting and others are also prohibited.

g) Not share sexually explicit, obscene or offensive content, nor engage in sexual harassment. This includes sending suggestive material without consent, unauthorised disclosure of intimate content and any unsolicited sexualised conduct.

h) Not create or distribute content that involves or sexualises minors, nor engage in any sexually suggestive conduct towards minors. This also includes digitally generated material depicting or involving child abuse, as well as attempts to communicate with minors in an inappropriate manner.

i) Not promote hate speech or violence against any person or group based on characteristics such as age, race, gender, sexual orientation, religion, nationality, socioeconomic status, disability, body size or others. All forms of discriminatory expression are prohibited.

j) Not support or incite violent extremism or terrorism, including content that glorifies violent acts, extremist organisations or promotes conspiracy theories that encourage violence.

k) Comply with the specific rules of each game or service, as defined in their respective Community Rules, which form an integral part of this agreement.

l) Not engage in illegal, dangerous or inappropriate conduct, nor create or distribute any content that promotes such actions. You must also not attempt to commit or plan any of the violations mentioned above.

VIII. Payment

• Payment for contracted services will be made exclusively through electronic means, using the payment methods available on Boomerang.

• By making a payment, the User acknowledges full responsibility for the obligations arising from these Terms and the rules established herein.

• Service prices are those listed on the Boomerang platform, binding in terms of the quantities, conditions and benefits indicated therein.

• Confirmation of payment will result in the activation and provision of the contracted services.

• Activation will be immediate and may be suspended if any irregularity in payment processing is identified.

• Boomerang may require the User to provide proof of bank transfer for activation, with access granted only after verification of payment regularity.

• The use of the services, as well as their quality and quantity, will strictly comply with the conditions described in the listings and on the Boomerang platform, respecting the limits and specifications defined therein.

• Failure to comply with the contractual clauses may result in the forfeiture of amounts paid or benefits acquired by the offending User.

• Payments made in the form of donations are made voluntarily and at the User's own initiative.

• Given the nature of the services — immediate and irreversible consumption — the right of withdrawal and refund requests after service activation will not be available.

• Boomerang is not liable for payments made improperly or fraudulently, unless such payments result from failures in its own billing systems.

• The User acknowledges that if a refund is requested through payment providers or financial institutions and the request is found to be unsubstantiated or made improperly, their account may be suspended or terminated in accordance with these Terms. Account reactivation will be conditional upon cancellation of the chargeback request or repayment of the improperly refunded amount plus a 10% (ten per cent) penalty, along with formal withdrawal of the dispute with the financial institution.

• Refunds will not be available in cases of technical instability, operational failures, unscheduled outages, sudden service termination, or issues attributable to public telecommunications services, nor for limitations, failures or issues arising from the User's own devices or connections.

X. Monitoring

Boomerang may monitor communications and gameplay to ensure a fair environment. Anti-cheat software may be required and will operate only within the Servers. Data collected will be used exclusively to prevent cheating, in accordance with the Privacy Policy.

We reserve the right to supervise and moderate the use of the Services for various reasons, including but not limited to: preventing the use of cheats, hacks or other unfair practices; identifying, modifying, restricting, blocking, concealing, removing or deleting any User Material that is illegal, harmful or contrary to these Terms.

We do not guarantee the prior review or continuous monitoring of all User Material made available through the Services. Furthermore, we do not endorse or guarantee the safety, accuracy, originality or quality of such content. Any User Material accessible through the Services does not necessarily reflect the views of Boomerang, its representatives, employees or other collaborators.

The User hereby acknowledges and agrees that, in the event of suspected rule violations, Boomerang, or its authorised representatives, may request an inspection of the electronic device used by the User.

Unjustified refusal to submit to the inspection does not prevent the application of the sanctions provided for in this agreement.

XI. Availability and Access Termination

Access to the Services may be suspended or terminated by Boomerang at any time without notice. Interruptions may occur due to maintenance or external factors.

If the User engages in any conduct considered abusive, offensive, or that involves, even indirectly, the dissemination of content alluding to crimes, unlawful practices, racism, sexism or the incitement of improper behaviour by other users, Boomerang may apply, at its sole discretion, one or more of the following sanctions:

- Temporary suspension of access to virtual environments;
- Prohibition on the use of certain names or pseudonyms;
- Application of a financial penalty;
- Permanent blocking of access to the platform's environments;
- Account deletion.

Boomerang reserves the right to unilaterally determine the duration of the suspension, the amounts of financial penalties and the severity of the sanction to be applied, based on a proportional assessment of the facts.

XII. Limitation of Liability

The Services are provided "as is". Boomerang does not guarantee suitability or accuracy, nor does it provide professional advice. Maximum liability will be the reimbursement of amounts paid under Clause VI, where applicable. You waive any claims that would limit Boomerang's operations.

XIII. User Declaration

The User affirms that they are not legally prohibited from using the Services and have not been previously banned.

XIV. External Links

Boomerang is not responsible for the content of third-party websites accessed through links present in the Services.

XV. Equipment, Devices and Connection

It is the User's responsibility to provide the devices and internet connection required to access the Services, and to bear the associated costs.

XVI. Users from Other Countries

Users outside the area of operation must comply with local laws and must not use the Services in any manner prohibited by those jurisdictions. For the purposes of these Terms, the territory of data processing shall be considered to be Brazilian territory, whenever such definition is required. This applies even to Users residing outside Brazil, as Boomerang's activities are carried out within the national territory.

XVII. Exemption for Third-Party Conflicts

The User releases Boomerang from any liability for losses arising from conflicts between you and third parties resulting from the use of the Services.

XVIII. Indemnification

The User agrees to indemnify Boomerang and its representatives for any losses resulting from misuse or violation of the Terms.

XIX. Termination for Violation

Boomerang may suspend or cancel access at any time, particularly in cases of violations of these Terms.

XX. Severability

If any clause is found to be invalid, the remaining clauses will continue in full force and effect.

XXI. General Provisions

These Terms, together with the Privacy Policy and related documents, constitute the complete agreement between the User and Boomerang. Electronic records have legal validity. The agreement may not be transferred without Boomerang's consent.

XXII. Copyright Notices (LGPD)

The copyright holder or their legal representative may notify Boomerang of any content made available through the Services that violates their copyright or related rights, by sending a formal communication to juridico@boomerang.gg containing at least:

a) Clear identification of the rights holder or legal representative, including up-to-date contact information;

b) Description of the copyright allegedly infringed;

c) Exact location of the infringing content within the Services;

d) A good faith statement attesting that the use of the content was not authorised by the rights holder;

e) A declaration of truthfulness, under penalty of law, confirming the authenticity of the information provided;

f) Physical or electronic signature of the rights holder or their representative.

Upon receipt of the duly formalised notification, Boomerang may, for investigation purposes and in accordance with the LGPD (Law No. 13,709/2018):

a) Collect and process personal data provided by the notifying party, exclusively for the purpose of analysing and responding to the notification;

b) Review the reported content and, if an infringement is found, take appropriate measures, such as removal, blocking or making the infringing material unavailable;

c) Notify the user responsible for the content of the notification and any actions taken.

The data subject may exercise their rights under the LGPD, such as access, correction, deletion, portability and revocation of consent, by contacting Boomerang's data protection officer.

Complete Agreement Between User and Boomerang

These Terms constitute the entire agreement between the User and Boomerang with respect to the Services. They supersede all other communications and proposals (whether oral, written or electronic) between you and Boomerang.