

# Terms of Service

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and BotWiz (“Company”, “we”, “us” or “our”), concerning your access to and use of the <https://botwiz.dev> website (“website”) and all associated actions with the website and hosting services. If you do not agree with all of these terms of use and services, then you are expressly prohibited from using the site and you must discontinue use immediately.

## 1. Definitions

- 1.1. Platform:** BotWiz refers to the Discord bot building platform accessible via the BotWiz website and related services.
- 1.2. User:** Any individual or entity accessing or using BotWiz.
- 1.3. Discord:** Refers to the Discord communication platform and its associated services.

## 2. Account Registration

- 2.1. Discord Authentication:** Users must sign up and authenticate using their Discord account to access BotWiz. By signing up, users agree to these Terms.
- 2.2. Age Requirement:** Users must be at least 13 years old to use BotWiz, in compliance with Discord's Terms of Service and applicable laws. By using BotWiz, users confirm they meet this age requirement.
- 2.3. Account Information:** We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## 3. Use of BotWiz

- 3.1. Purpose:** BotWiz allows users to create Discord bots without requiring coding skills, available for free. Premium subscriptions offer enhanced features and remove BotWiz branding.
- 3.2. Prohibited Actions:** Users are strictly prohibited from:
  - Using BotWiz internal APIs for personal projects or purposes without explicit permission.
  - Reverse engineering, decompiling, or otherwise attempting to derive source code or algorithms from the BotWiz platform, website, or related services.

- Modifying, adapting, translating, or creating derivative works based on BotWiz without authorization.
- Accessing or using the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.  
 Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.  
 Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without

limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Site to advertise or offer to sell goods and services without express permission from us.
- Use your created bot to spam, or in any way break the Discord Terms of Service, or any other entities terms of service.
- Exploit any detected bug or malfunction in the websites or hosting servers code and services.

**3.3. Compliance:** Users must comply with all applicable laws and regulations, including Discord's Terms of Service. Users are solely responsible for their actions on BotWiz and any consequences thereof.

#### **4. User Conduct**

**4.1. Respectful Behavior:** Users must interact with BotWiz support staff and community members respectfully. Any form of harassment, abuse, or disruptive behavior may result in immediate suspension or termination of access to BotWiz.

**4.2. Account Responsibility:** Users are responsible for maintaining the confidentiality of their BotWiz account credentials and for all activities that occur under their account.

#### **5. Enforcement**

**5.1. Actions:** BotWiz reserves the right to monitor and investigate any user activity on the platform and take appropriate actions deemed necessary, including but not limited to:

- Issuing warnings, suspensions, or bans for violations of these Terms or applicable laws.
- Removing content that violates these Terms or is deemed harmful or inappropriate.
- Taking legal action to protect BotWiz and its users from unauthorized use or malicious activities.

**5.2. Discretion:** BotWiz reserves the right to enforce these Terms at its sole discretion, without prior notice or explanation.

#### **6. Premium Services**

**6.1. Subscription:** Premium subscriptions offer users access to additional features on the BotWiz platform, as outlined in the subscription plan details.

**6.2. Restrictions:** Users may not remove BotWiz branding, watermarks, or any other identifiers without a valid premium subscription.

## **7. Limitations and Disclaimers**

**7.1. Service Availability:** While BotWiz strives to provide reliable and uninterrupted service, we do not guarantee 100% uptime. Users acknowledge that service interruptions, technical issues, or maintenance may occur, for which BotWiz shall not be held liable.

**7.2.** We reserve the right to change, modify, or remove the contents of the Site at any time at our sole discretion without notice. We have no obligation to update any information on our Site. Additionally, we reserve the right to modify or discontinue all or part of the Site without notice. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

**7.3. Technical Limitations:** Users acknowledge that the BotWiz platform may experience bugs, errors, or other technical issues that could impact functionality. BotWiz is not liable for any damages, including loss of data or profits, resulting from such issues.

**7.4. Third-Party Services:** BotWiz may integrate with third-party services or platforms. Users agree that BotWiz is not responsible for the availability, accuracy, or legality of content or services provided by third parties.

## **8. Intellectual Property**

**8.1. Ownership:** All intellectual property rights in BotWiz, including but not limited to trademarks, logos, and software, are owned by BotWiz. Users may not use BotWiz's intellectual property without express permission.

**8.2. User Content:** By submitting content (such as bot creations or feedback) to BotWiz, users grant BotWiz a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, translate, and distribute such content.

## **9. Legal**

**9.1. Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles.

**9.2. Legal Action:** BotWiz reserves the right to take legal action where necessary to protect its interests, including but not limited to seeking injunctive relief or damages.

**9.3. Disclaimer of Liability:** To the fullest extent permitted by law, BotWiz disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **10. Fair Use**

Our bot-making services are available for a variety of needs, from personal to business use. For enterprise-level usage, including high volume or advanced customizations, we maintain a fair use policy to ensure that all users have access to our services in a balanced manner.

If your use case exceeds the typical scope of personal or small business use, we may require a customized solution and a tailored quote. Please contact us directly to discuss your requirements, and we will work with you to create a fair and equitable pricing plan based on the specifics of your enterprise needs.

## **11. Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us. You agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding subject to this indemnification upon becoming aware of it.

## **12. Term and Termination**

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY

TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, and injunctive redress.

### **13. Amendments**

**13.1. Changes:** BotWiz may revise these Terms at any time by updating this page. Users will be notified of significant changes via email or through any applicable means via the website and/or [BotWiz Discord server](#).

**13.2. Acceptance of Changes:** Continued use of BotWiz after changes to these Terms constitutes acceptance of the revised Terms.

### **14. Contact Us**

**14.1. Questions:** If you have any questions or concerns about these Terms, please contact us at [support@botwiz.dev](mailto:support@botwiz.dev).

