

EFFECTIVE: 20/04/2023

LAST UPDATED: 20/04/2023

1. Introduction

These Terms of Service ("Terms") govern your use of our website and Discord server (collectively, the "Services"). Please read these Terms carefully before using our Services. By accessing or using the Services, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of these Terms, then you may not access or use the Services.

2. Personal Information

2.1. Collection of Personal Information

We collect personal information from users who wish to purchase products or services on our Discord server. This information may include your name, address, email address, and payment information. This information will be used solely for payment processing purposes and will not be shared with third parties, except for payment processors. By using our Discord server, you consent to our collection, use, and disclosure of your personal information in accordance with our Privacy Policy.

2.2. Protection of Personal Information

We take the protection of your personal information seriously and use commercially reasonable measures to protect it. However, no security measures are perfect, and we cannot guarantee the security of your personal information.

3. User-Generated Content

3.1. User-Generated Content on Discord Server

We allow users to post content on our Discord server, subject to our guidelines and rules. By posting content on our Discord server, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any

media. We are not responsible for any content posted by users, and we reserve the right to remove any content that violates our guidelines or rules. We may also ban/kick the accounts of users who repeatedly violate our guidelines or rules.

3.2. User-Generated Content on Website

We do not allow users to post content on our website. All content posted on our website is created by us and is protected by copyright law. We take the protection of your personal information seriously and use commercially reasonable measures to protect it. However, no security measures are perfect, and we cannot guarantee the security of your personal information.

3.3. Responsibility for User-Generated Content

We are not responsible for any content posted by users on our Discord server, and we disclaim all liability for any harm or damage resulting from user-generated content. Users who post content on our Discord server are solely responsible for the content they post.

4. Products and Services

4.1. Sale of Products and Services on Discord Server

We sell products and services through our Discord server. All sales are final, and we do not offer refunds or exchanges. We reserve the right to modify, suspend, or discontinue any product or service at any time without notice. We also reserve the right to refuse service to anyone for any reason at any time.

4.2. Responsibility for Products and Services

We are not responsible for any products or services sold by third parties on our Discord server. We do not endorse or guarantee the quality, reliability, or suitability of any product or service sold on our Discord server by third parties. Users who purchase products or services on our Discord server are solely responsible for their purchases.

5. User Behavior

5.1. Guidelines and Rules

We expect all users of our Discord server to comply with our guidelines and rules. Users who violate our guidelines or rules may have their content removed, their accounts banned/kicked, or be subject to other types of punishment.

5.2. Discord TOS

All users of our Discord server must also comply with the Discord Terms of Service, available at <https://discord.com/terms>.

5.3. Responsibility for User Behavior

We are not responsible for any user behavior on our Discord server, and we disclaim all liability for any harm or damage resulting from user behavior. Users who violate our guidelines or rules are solely responsible for their actions.

6. Disclaimers

6.1. Website

Our website is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of our website or the information, content, materials, or products included on our website. You expressly agree that your use of our website is at your sole risk.

6.2. Discord Server

Our Discord server is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of our Discord server or the information, content, materials, or products included on our Discord server. You expressly agree that your use of our Discord server is at your sole risk.

7. Limitation of Liability

In no event shall we be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the use of our Services or the products or services sold on our Discord server, whether based on contract, tort, strict liability, or other legal theory, even if we have been advised of the possibility of such damages.

8. Indemnification

You agree to indemnify and hold us harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Services, your violation of these Terms, or your violation of any rights of another.

9. Changes to Terms of Service

We reserve the right to modify these Terms at any time without prior notice. Your continued use of our Services after any such modification constitutes your acceptance of the modified Terms.

10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which we operate, Bulgaria, without giving effect to any principles of conflicts of law.

11. Dispute Resolution

Any dispute arising out of or in connection with these Terms or your use of our Services shall be resolved through arbitration in accordance with the rules of the relevant arbitration organization.

12. Contact Us

If you have any questions about these Terms or our Services, please contact us at hello@98w.eu.