

# **NitsuBot – RMP – TERMS OF USE**

By using this App, Users confirm to meet the following requirements:

- Users must be older than 13.
- Minors may only use this App under parental or adult supervision.
- Users must follow Discord Terms of Service available here : <https://discord.com/terms>

## **Content of the App**

Unless where otherwise specified or clearly recognizable, all content available on this App is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on this App infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

## **Rights regarding content on this App – CC-BY-NC-SA 4.0 License**

The App is made and published under an Attribution-Share Alike-Non-Commercial license (terms available here : <https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode> )

The User may download, copy and/or share some content available through this App for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

## **Access to external resources**

Through this App, Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.

## **Acceptable use**

This App and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of this App violates no applicable law, regulations or third-party rights.

Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to this App, terminating contracts, reporting any misconduct performed through this App to the competent authorities – such as judicial or administrative authorities - whenever Users are suspected to be in violation of any laws, regulations, third-party rights and/or these Terms, including, but not limited to, by engaging in any of the following activities:

### **Conduct restrictions**

- pretending to fulfill any possible condition or requirements for accessing this App, such as for instance being adult according to law or qualifying as a Consumer.
- concealing their identity or stealing someone else's identity or pretend to be or represent a third-party, if not allowed to do so by such third-party.
- manipulating identifiers to disguise or otherwise conceal the origin of their messages or of the content posted.
- defaming, abusing, harassing, using threatening practices, threatening or violating the legal rights of others in any other way.
- promoting activity that may endanger the User's life or the life of any other User or lead to physical harm. This includes but is not limited to suicide threats or instigations, intentional physical trauma, the use of illegal drugs, or excessive drinking. Under no circumstance is any User allowed to post any content promoting and/or encouraging and/or showing any self-destructive or violent behavior on this App.
- probing, scanning or testing the vulnerability of this App, including the services or any network connected to the website, nor breaching the security or authentication measures on this App, including the services or any network connected to this App.
- installing, embedding, uploading or otherwise incorporating any malware into or via this App.
- using this App or the technical infrastructure in an abusive, excessive or otherwise inappropriate way (for example: for spamming purposes).
- attempting to disrupt or tamper with the technical infrastructure in a manner that harms or places an undue burden on this App.

### **Excessive use of the App**

- using a resource of this App excessively in relation to other Users of this App – in such cases, the Owner, at its sole discretion, additionally reserves the right to suspend the User's access to the App or limit the related activity until the User reduces the excessive consumption;

## **Scraping**

- adopting any automated process to extract, harvest or scrape information, data and/or content from this App and all the digital properties thereto related unless where explicitly allowed to do so by the Owner.

## **User protection**

- misappropriating any account in use by another User.
- harvesting or collecting any personally identifying information of other Users including but not limited to their email addresses or contact information, by circumventing the privacy setting of other Users' accounts on this App or by any other means.
- using any information relating to other Users, including personal or contact data, for purposes other than those this App is intended for.

## **Availability, Errors, and Inaccuracies**

We are constantly updating features of this App. We may experience delays in updating information on the App. The information on the App may contain errors or inaccuracies and may not be complete or current. Features may be mispriced, described inaccurately, or unavailable on the App, and we cannot guarantee the accuracy or completeness of any information found on the App.

Therefore, we reserve the right to change or update information and correct errors, inaccuracies, or omissions at any time without prior notice.

## **Links to other Websites**

Our Service may contain links to third-party websites or services that are not owned or controlled by NitsuBot - RMP nor its Owner.

NitsuBot - RMP has no control over and assumes no responsibility for any third-party websites or services' content, privacy policies, or practices. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that NitsuBot - RMP 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 the use of or reliance on any such content, goods, or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services you visit.

Therefore, we reserve the right to change or update information and correct errors, inaccuracies, or omissions at any time without prior notice.

## **Disclaimer**

Your use of the App is at your sole risk. The App is provided on an "AS IS" and "AS AVAILABLE" basis. The App is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

NitsuBot – RMP, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted or available at any particular time or location; b) any errors or defects will be corrected; d) the results of using the App will meet your requirements.

## **Changes**

At our sole discretion, we reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice before any new terms take effect (this previous notice will only apply from October 15<sup>th</sup>, 2022). What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our App after any revisions become effective, you agree to be bound by the revised terms. You can no longer use the App if you do not agree to the new terms.

## **Contact Us**

If you have any questions about our Terms, please contact us by our Discord support server that you can join here : <https://discord.gg/ZQVpjMZJqp>

If you can't, contact us by email : nitsugua38@outlook.fr