

Atlis Terms of Service

Last Updated: 03-05-2023

General inquiries, requests, and/or any other legal-related issue may be handled through electronically mailing us at admin@atlis.gg.

1. Definitions

1.1 Atlis: Atlis (“we”, “our”, “us”) means the atlis.gg website, company, and anything bound under the website and company such as, of which is not limited to, subsidiaries, partners, communication servers, and social accounts.

1.2 Account: The personal account created by the User, on our website, designated at atlis.gg, or any other subsidiary websites, platforms, or services left unmentioned.

1.3 User: The entity who makes use of our services.

1.4 Agent: A User who is granted special administrative privileges, of which Atlis has provided them for their work, specifically tasked to ensure the optimal trust and safety of the Atlis community and image.

1.5 Agreement: Any mutual agreement or acceptance made between the User and Atlis, regarding Atlis’s services and/or products.

1.6 Service(s): The service(s) provided exclusively for the User that has opted into contract(s) or agreed to agreements with Atlis.

1.7 Last Updated: The date of which this agreement was last changed or updated. The User is responsible for the reviewing of changes if this document has been updated.

1.8 Automated Accounts: Automated accounts (“bot accounts”) are accounts that have permission provided by Atlis for the usage of automation and the use of our API, however these accounts still must follow the Terms of Service.

1.9 Communit(ies/y): Communities are a group-based feature, with the intention of sharing as such with people who have common interests. Communities have their own rules, functionality, etc. but all must abide by all of the agreement(s) made by Atlis.

2. Applicability of Terms

2.1 These terms apply to the Users that associate with, create an account at, or are in any way partnered or associated with, or make use of Atlis and it's subsidiaries or other services in any way. By using Atlis and it's services, you are agreeing to the bounding of these Terms of Service.

2.1.1 Amongst this, these terms are also applicable to any products or services provided by Atlis, of which is including and not limited to, Atlis Plus ("Atlis+"), merchandise sold by Atlis, or any other offers, quotations, agreements, or applicable legal acts.

2.2 These terms, including other products and services, are bound under Dutch law. Any and all disputes relating to these terms or services will be submitted to a court within the Koninkrijk der Nederlanden.

2.3 Deviations from these terms, or any applicable legal document provided by Atlis, for the User shall only be valid if these have been expressly agreed upon by both Atlis and the User.

3. Atlis's Obligations

3.1 Trust and safety are considered one of the top priorities and motives of Atlis. We will do our best to provide the best services we can to the User. 3.2 We also promise the highest possible standards of professionalism regarding the Agents and other team members that work for Atlis.

3.3 Atlis is obliged to terminate any contract or agreement made and restrict access or hand out other necessary measures to prevent the access of the atlis.gg website and its services, if the User is in violation of the provisions thereof (Art 7.1.I and 5.3.1).

4. User Obligations and Liability

4.1 The User is at least thirteen (13) years of age before accessing the content within Atlis and it's subsidiaries and any other services and products provided by Atlis.

4.2 The User is also not permitted to create retail or any other spin-offs off of Atlis for the sole purpose of reselling or sharing our products or services. 4.2.1 *Reselling or sharing user accounts or login details is and are not permitted in any way (Art. 7.1.A).*

4.3 If the User takes advantage of or abuses any on-site exploits or bugs, Atlis is obliged to recover from damage resulting from the abuse of these bugs incurred by the User and suspend the User's account of which who is liable for the damages caused.

4.4 The User is not permitted to exploit, distribute, or abuse the softwares or services provided or created by Atlis in any way.

4.5 The User is solely responsible for their account created on Atlis, and their communit(ies/y) created on Atlis, if applicable.

5. Usage of Service

5.1 If the User intentionally or deliberately fails to secure their account page or community page, so that other users are endangered or experience issues in their behalf, then this agreement is terminated.

5.2 Atlis does not provide support for any topics or subjects outside of the general usage of Atlis, for example, contacting Atlis Customer Service on questions within a community – this should be handled within the community instead.

5.3 If the user engages in activity bound under Atlis mentioned below, then this agreement is terminated:

- A.** Using Atlis to systematically retrieve data or information provided from Atlis to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from Atlis.
- B.** Disparage, tarnish, or otherwise harm, in our opinion, Atlis and/or Atlis.
- C.** Use the Atlis in a manner inconsistent with any applicable laws or regulations.
- D.** Engage in authorized farming of or linking to Atlis.
- E.** Trick, defraud, or mislead Atlis and/or other Users, especially within an attempt to learn sensitive account information, such as a User's login information (tokens, passwords, emails, etc.).
- F.** Swindling; to deprive a User of their possessions fraudulently
- G.** Remove the copyright or proprietary rights notice from any content
- H.** Attempt to bypass any measures of Atlis designed to prevent or restrict access to Atlis or any portion of Atlis.
- I.** Interfere with, disrupt, or create an undue burden on Atlis or the networks or services and/or software connected to Atlis.
- J.** Harass (by any means), intimidate, or threaten any of our Users or Agents.
- K.** Copy or adapt Atlis's software or source code without the written permission from Atlis, such as an employee/internship contractual agreement, a temporary source code access agreement (TSCAA), etc.
- L.** Make any unauthorized use of Atlis, including collecting of usernames and/or email addresses of Users by electronic or other means for the purposes of sending unsolicited emails or creating User accounts by automated means or under false pretenses.

- M.** Attacking our services by any means, such as (D)DoS attacks, XSS attacks, clickjacking, etc.
- N.** Disclosing legally punishable material and/or using it for legally punishable purposes.
- O.** Copying or stealing assets from Atlis, which is legally punishable due to the copyright of Atlis.

5.3.1 If the User violates the provisions made above or any other provisions of the Atlis Terms of Service, Atlis shall terminate the services for, and the account created by the User, in question effective immediately.

5.4 The service may be suspended at any time for any reason, with or without any prior notice.

6. Disclaimer of Warranty

6.1 The entirety of Atlis and its services is provided and licensed “as is” without warrant of any kind, either expressed or implied, including, but not limited to, the implied warranty of quality, merchantability, title, non-infringement, and fitness for a particular purpose and such implied warranties, any other warranties, representations, conditions, and terms, expressed or implied (and whether implied by statute, common law, course of dealing, trade usage, or otherwise) are hereby excluded to the fullest extent permitted by law.

6.1.1 Atlis does not warrant the following:

- A.** The guaranteed stability and uptime of Atlis at any time.
- B.** Your system not meeting basic system requirements for the usage of Atlis.
- C.** The use of Atlis being uninterrupted or error-free.

7. Account

7.1 Upon account creation at Atlis, you automatically abide by these following provisions regarding the usage of the account created:

- A.** We do not permit the sharing of your personally created account, otherwise referred to as “account sharing”, regardless of your relationship with the person. This has been put in place to limit the betrayal of your account integrity.
- B.** Do not provide us with your personal, real life, information. Information like this may be, and is not limited to, full name(s), phone number(s), family information, non-commercial email(s), etc.

- C. We especially do not permit the sharing of websites that may be deemed as spam, such as websites that, and of which is limited to, promote the false advertisement of products or rewards, are keyloggers, etc.
- D. Generating content of an inappropriate manner, such as (but not limited to), pornography, sexually-intended messages, etc.
- E. Do not generate content on your account that violates your country's jurisdictional laws
- F. Do not generate hate, spam, or automated accounts that are falsely considered User accounts (Art. 5.3.L).
- G. Transferring and/or selling your account is not permitted on Atlis.
- H. Accounts intended to impersonate someone else is not permitted.
- I. Atlis may terminate your account or any features on it, restricting the usage of them, for any reason without prior notice at any time, effective immediately upon termination or restriction. All provisions under these terms which, by their nature, should survive termination and shall survive as such.

8. Communities

8.1 Upon creating an account and being a User of Atlis, you are responsible for maintaining the integrity and security for the Communities you have created, if applicable. The User, among the Community moderation team, will be held accountable and liable for anything for anything happening inside of the Community. The moderation team (or individuals within it) of the Community will only be held accountable for anything that happens within it only if they are actively engaged within the Community. Atlis is not held responsible or accountable for any content within the Community.

8.2 The following Community types are strictly prohibited from being created and used on Atlis. The following Community types are representative, not exhausted. Upon becoming a registrant of an account with Atlis, you acknowledge that you will not participate within any of the below Community types:

- A. Adult content/services:** Communities that provide pornographic or inappropriate content, whether it be literature, photographic content, services, games, or any other types of media, and any other type of obscene material is not permitted on Atlis.
- B. Illegal practices:** Any Community that engages in the practice of which that violates the federal, state, local, or international laws is not permitted on Atlis.
- C. Copyrighted content:** Any type of content that violates a copyright license bound to it, including intellectual or proprietary rights infringement is not permitted on Atlis.
- D. Gambling:** Any Community that engages in gambling topics, such as, and of which is not limited to, sweepstakes, lotteries, auctions, etc. is not permitted on Atlis.

- E. Harassment, hate, and other:** Using Atlis as motion to submit, transmit, display, or encourage to submit, transmit, or display any content in a context which may be deemed as obscene, harassing, threatening, insulting, offensive, discriminative, abusive, deceptive, with harmful intent, or fraudulent content is strictly prohibited.

8.3 Users are expected to follow the relevant Community rules put up by the respective Community moderation team, however this does not breach Atlis's Terms of Service, unless the violation is linked in any way with the provisions within these terms.

9. Prices, offers, and quotations

9.1 Atlis is authorized to adjust the prices of its products at any time, with or without any prior notice. If you wish to cancel your subscription or payments to any of our products or services because of this, please do so before the adjusted price is in effect.

9.2 All prices are shown in the Euro (€, EUR) currency, and are exclusive of turnover tax and other levies imposed by the government. On Atlis, which is aimed at the private market, all prices include value added tax and other government levies.

9.3 Any typing or programming errors made by us on-site, on leaflets, or on offers and other documentation of Atlis are subject to change. Atlis shall not be held liable for the consequences thereof.

10. Payment(s)

10.1 Subscription plans and its information thereof are available on Atlis. You agree and acknowledge by selecting and purchasing a subscription, that you pay Atlis a monthly or annual subscription, if applicable, of subscription fees that are shown on-prompt. Any and all payments will be charged on a pre-pay basis and will cover the ability of owning the designated feature(s) shown on-prompt.

10.2 If the User has failed to pay the designated amount after seven (7) workdays, the subscription plan will be canceled and whatever features applicable will be removed from the User account.

10.3 Payments are handled through Stripe's services. Atlis is not liable for the breaches or damage caused by the User made on Stripe's Terms of Service and Stripe's service(s) itself. If you have any questions about Stripe, please contact them instead. 10.3.1 Furthermore, Atlis Customer Service does not cover Stripe, only the purchasement of relevant Atlis products, and how to purchase them.

10.4 Atlis does not refund its services or products, we do not remove the perks or products attached to any User account, unless deemed necessary in our opinion. 10.4.1 You can request a Special Refund Request (SRR) for the following reasons, and of which is not limited to:

- A.** Your account has been compromised or terminated and you no longer have permanent access to it
- B.** The feature applied was unsuccessful, resulting in no features or products of which have been promised

10.4.3 The User has fourteen (14) days to request a SRR with Atlis; Atlis will then decide if the refund should be processed or not due to the validity of such.

11. Customer Service

11.1 Customer Service is given in standard English (ISO 639-1: en-US and en-GB) only.

11.2 Atlis Customer Service does not handle support on the following topics, of which is not limited to:

- A.** Off-site issues, requests, or inquiries.
- B.** Administrative abuse or related issues or inquiries.
- C.** Concerns or inquiries that are not relevant in any way to the general usage of Atlis and it's technical "how tos'."
- D.** Refunds or any other form of regular money-back requests.
- E.** Issues or inquiries regarding your Atlis account.
- F.** On-site related issues, requests, or inquiries.
- G.** Bug or exploit reporting.
- H.** Issues regarding Art. 10 and it's provisions.
- I.** Special Refund Requests (SRRs); validity is discussed in Art. 10.4.1 and 11.2.1.

11.3 Atlis shall dismiss or cancel any support requests if these are deemed as invalid under Art. 11.2.1. 11.3.2 Atlis shall also dismiss or cancel any support requests if these are not spoken or written in standard en-GB or en-US english.

12. Sponsorships and partnerships

12.1 Atlis has the right to terminate partnerships or sponsorships, effective immediately, if it's products or services are used in a way that contravenes these Terms of Service.

12.2 In the event that the other party fails to comply with their agreement(s) or if there is a suspicion of defrauding, Atlis shall have the right to dismiss or suspend the service(s) related to the sponsorship or partnership.

12.3 All products or services moved and/or created for Atlis through a sponsorship or partnership agreement shall be and remain the property of Atlis unless otherwise agreed to in writing.

12.4 Should the other party wish to terminate the sponsorship or partnership, a thirty-day (30-day) notice must be given beforehand. If this fails to happen, the costs incurred will be charged and any related services will be suspended until the full amount is received.

13. COPPA Act

13.1 This provision is in effect for Art. 4.1. COPPA is defined as the Children's Online Privacy Protection Act, created in 1998. COPPA imposes certain requirements on operators of websites or online services directed to children under thirteen (13) years of age, and on operators of other websites or online services that have acknowledged that they are collecting personal information online from a child under thirteen (13) years of age. A child, who is under the age of thirteen (13), requires special parental or legal guardian supervision or permission in order to visit and make use of Atlis and its services.

13.2 Atlis does not intentionally, nor does Atlis intend to, collect information from a minor who is under the age of thirteen (13). We strictly prohibit the use of any user under the age of thirteen (13), unless legally permitted by either a parent or legal guardian. 13.2.1 Among this, Atlis shall, if reported, restrict any access of Atlis from the underage child in question, unless the child is specifically permitted by a parent or legal guardian to make use of Atlis and its services.

14. General Inquiries or Complaints

14.1 Atlis shall not be liable for any damage caused by intent or equivalent recklessness on the part of non-managerial staff.

14.2 If complaints are made by the user, and these are found to be justified by Atlis, Atlis will, at its discretion, come to an arrangement with the User. Any liability on the part of Atlis for any other form of damage is excluded.