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**The latest social media platform**  
*Replacing most of the best social media platforms in the world*

## **Terms of Service (TOS)**

**Original Draft: 2/5/2022**  
**Last Updated: 19/8/2022**

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# 1. Definitions

## 1.1. Atlis

Atlis ("we", "us", "our") means the atlis.gg website, company and anything bound under the website and company such as (including but not limiting) subsidiaries, partners, communication servers, social accounts

## 1.2. Account

The personal created account made by the user, on our website designated atlis.gg or any other subsidiary websites or platforms not mentioned.

## 1.3. User

The 'person' in other words, who makes use of our social platform.

## 1.4. Agent

A user granted special administrative privileges that works for Atlis, specifically tasked to ensure the optimal trust & safety of the Atlis community & imago.

## 1.5. Agreement

Any mutual agreement or acceptance made between the user and

Atlis, regarding Atlis's services and/or products.

## **1.6. Service**

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

## **1.7. Last Updated**

The date when this agreement was last visited and edited.

The user is responsible for checking the date themselves and viewing any necessary changes made.

## **2. Applicability of these Terms**

**2.1.** These terms apply to the users that associate with, create an account at, or are in any way partnered with, or make use of Atlis and its subsidiaries or other services in any way. By using Atlis and its services, you agree to be bound by these Terms of Service.

**2.1.2.** These terms also apply to the products sold by Atlis (including but not limited to) merch or Atlis Plus, including any other offers, quotations, agreements or applicable legal acts.

**2.2.** Deviations from these terms or any other 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.

**2.3.** These terms including other services or products 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.

### **3. Atlis's Obligations**

**3.1 .** Quality and Safety are considered the top priority and motive of Atlis. We will do our utmost to deliver the best services we can, provided for the user.

**3.2 .** We promise the highest 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 5.3.2)

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### **4. User Obligations & Liability**

**4.1 .** The user is at least aged 13 years or older before accessing the content within the site on atlis.gg and any other services or products provided by Atlis.

**4.2 .** The user is not permitted to create shops or any other spin-offs off of Atlis for the sole purpose of reselling or sharing our products or services.

**4.2 .2.** 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.

**4.4.** The user is not permitted to 'hack' or 'crack', distribute or abuse the software or services created or used by Atlis in any way.

**4.5.** The user is solely responsible for their account made on Atlis, and their community 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 because of them, then this agreement is terminated.

**5.2.** Atlis does not provide support for any topics or subjects outside of Atlis's general usage.

e.g: Contacting Atlis Support on questions within a community. This should be handled through the community instead.

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

- A. Using the site to 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.**
- B. Disparage, tarnish or otherwise harm, in our opinion, us and/or the site.**
- C. Use the site in a manner inconsistent with any applicable laws or regulations.**
- D. Engage in authorized framing of or linking to the site.**
- E. Trick, defraud, or mislead us and other users, especially in an attempt to learn sensitive account information such as user passwords.**
- F. Swindling (to deprive an user of their possessions fraudulently)**
- G. Delete the copyright or other proprietary rights notice from any content.**
- H. Attempt to bypass any measures of the site designed to prevent or restrict access to the site or any portion of the site.**
- I. Interfere with, disrupt, or create an undue burden on the site or the networks or services and/or software connected to the site.**
- J. Harass, annoy, intimidate or threaten any of our employees or agents engaged in providing any portion of the site to you.**

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- K. Copy or adapt the site's software or code, including but not limited to EJS, CSS, JavaScript or other code.**
- L. Make any unauthorized use of the site, including collecting usernames and/or e-mail addresses of users by electronic or other means for the purpose of sending unsolicited e-mail, or creating user accounts by automated means or under false pretenses.**
- M. Use the site as part of any effort to compete with us or otherwise use the site and/or the content & services for any revenue-generating endeavor or commercial enterprise.**
- N. (D)DoSing purposes**

**O. Disclosing legally punishable material and/or using it for legally punishable purposes**

**P. Copying or stealing assets from the [atlis.gg](https://atlis.gg) website or any other subsidiary services or content. This should never be carried out due to copyright reasons.**

**5.3.2. If the user violates any provisions made under Article 5.3 or any other provision of Atlis Terms of Service, Atlis shall terminate the services for, and the account made by the user in question effective immediately.**

**5.4. The service may be suspended for any reason, at any time, 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, express 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.**

**6.1.2. Atlis does not warrant the following:**

**A. The guaranteed working of any of our services at any time.**

**B. The use of Atlis and its services being uninterrupted or error free.**

**C. Your system not meeting the basic system requirements for the use of our website and/or our services.**

**D. The complete uptime of our website and/or our services.**

## **7. Account**

**7.1. Upon creating your account at Atlis, you automatically abide by these following provisions regarding the usage of the account you created.**

- A. We do not permit the sharing of your personally created account, even if this is with a family member or close friend. This is to completely limit the betrayal of your account and keep the integrity of it up to its maximum potential.**
- B. Do not provide any sensitive personal information on your account such as real full names, (first name excluded) phone numbers, non-commercial emails, etc.**
- C. Do not provide any unknown or non-trustable external links leading to other websites.**
- D. Do not include any pornographic content on your account.**
- E. Do not include any material on your account that violates country jurisdictional laws.**
- F. Do not create hate, spam or automated bot accounts. (Art. 5.3.L)**
- G. Do not sell or otherwise transfer your account.**
- H. Do not create accounts for impersonation purposes.**
- I. Atlis may terminate your account or any features on it, restricting the use of them, for any reason without prior notice, at any time, effective immediately. All provisions under these terms which by their nature should survive termination and shall survive termination.**

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## **8. Communities**

**8.1. Upon creating an account on and being an user of Atlis, you are responsible for maintaining the integrity and security for the community you have created. (if applicable)**



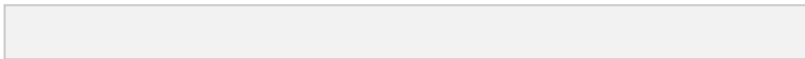
The user and their community moderators will be held accountable for anything that happens within your community and they will be fully responsible for it.

If you believe your account is in danger and/or your community, please seek contact with our agents immediately.

**8.2.** The following community types are strictly prohibited from being created and used on the Atlis platform. The example communities below are representative, not exhaustive.

By registering with Atlis, you acknowledge that you will not be using our services in connection with any of the mentioned community types below.

- **Advertisement;** Any community that has any advertising intentions, to generate revenue from the sale of advertising on the community, is strictly prohibited.
- **Adult content or services;** Pornography of any kind (literature, photographic content, services, games or any other media) and any other type of obscene material is not permitted on Atlis.
- **Illegal activities;** Any activity that violates federal, state, local or international laws are not permitted on Atlis.
- **Copyrighted content;** Any type of content that has a copyright license bound to it, including intellectual or proprietary rights infringement is not permitted on Atlis.
- **Gambling;** Any gambling topics like sweepstakes, lotteries, auctions etc. are not permitted on Atlis.



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- **Politically Oriented;** Any political related content, groups, movements or affiliations; parties, candidates, protests, activists, racial groups are not permitted on Atlis.

- **Harassment, Hate & Other; Using Atlis as a 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, racist, 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 their respective staff members, this does not however breach Atlis TOS, unless the violation is linked in any way with the provisions within these terms.**

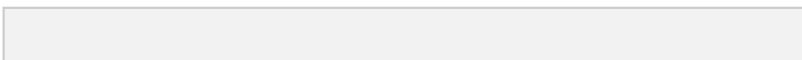
## **9. Prices, offers and quotations**

**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 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 '€' EUR (Euro) currency, and are exclusive of turnover tax and other levies imposed by the government. On the Atlis site 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, on offers & other documentation of Atlis are subject to change.**

**Atlis shall not be liable for the consequences thereof.**



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## **10. Payment**

**10.1.** Subscription plans and its information thereof are available on the website. You agree and acknowledge by selecting and purchasing a subscription, that you pay Atlis a monthly or annual subscription (if applicable) subscription fees 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 shown on-prompt.

**10.2.** If the user has not paid the designated amount after 7 workdays, the subscription plan will be canceled and whichever feature 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 their Terms of Service and their service itself.

If you have any questions about Stripe, please contact them.

**10.3.2.** Atlis Support does not cover Stripe, only the purchasing of Atlis's relevant 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.

**10.4.2.** You can request a special refund request (SFR) for the following reasons:

- A.** Your account has been compromised or terminated and you no longer have permanent access to it. (unrecoverable)
- B.** The feature applied was unsuccessful, leaving you with no features or products promised.

**10.4.3.** The user has 14 days to request a SFR with Atlis and Atlis will decide if this refund is deemed valid and whether to refund.

## **11. Support**

**11.1.** Support is given in standard english (ISO 639-1: en-US & en-GB) only.

**11.2.** Atlis Support does not handle support on the following topics:

- A.** any off-site issues or inquiries.
- B.** any administration abuse related issues or inquiries.
- C.** any concerns or inquiries that are not relevant in any way to the general use of Atlis & its “how to’s”.
- D.** Refunds or any other form of regular money-back requests.

**11.3.** Atlis does handle support on the following topics:

- A.** Any issue or inquiry regarding your account on Atlis.
- B.** Any on-site related inquiries or issues.
- C.** Bug or Exploit reporting
- D.** Any issue or inquiry regarding Art. 10 and its provisions.
- E.** Special Refund Requests (SFRs), validity is discussed in Art. 10.4.2

**11.3.2.** Atlis shall dismiss or cancel any support requests if these are deemed not to be ‘valid’ under both Art. 11.2 & Art. 11.3

**11.3.3.** Atlis shall dismiss or cancel any support requests if these are not spoken or written in standard en-gb or en-us english.

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## 12. Sponsoring & Partnership

**12.1.** Atlis has the right to terminate partner or sponsorship effective immediately if its 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 agreements or if there is a suspicion of scamming, Atlis shall have the right to dismiss or suspend the services related to the sponsor or partnership.

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

**12.4.** Should the other party wish to terminate the sponsor or partnership, a 30 days notice must be given beforehand. If this does not happen, the costs incurred will be charged and any related services will be suspended until the full amount is received.

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## **13. COPPA Act**

**13.1. This provision is in effect for Art. 4.1**

**COPPA is defined: the Children's Online Privacy Protection Act 1998. COPPA imposes certain requirements on operators of websites or online services directed to children under 13 years of age, and on operators of other websites or online services that have actual**

**knowledge that they are collecting personal information online from a child under 13 years of age.**

**A child of the age under 13 requires special parental or legal guardian supervision or permission in order to visit and make use of Atlis's services.**

**13.2. Atlis does not intentionally collect information from a minor under the age of 13. We strictly prohibit the use of Atlis and its services for**

any user under the age of 13, unless legally permitted by either a parent or legal guardian.

**13.2.2.** Atlis shall, if reported, restrict any access of the underaged child in question, unless the child is legally 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.

**14.3.** For any other inquiries excluding support, please mail us directly at [admin@atlis.gg](mailto:admin@atlis.gg), response times varying 24-72 hours.

