1. Security

Surface Bot cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

* 1. Collection of Data

Data stored by Surface Bot will comply with the [Discord Terms of Service](https://discord.com/terms) and the [Privacy Policy](https://discord.com/privacy) supplied by Discord. This data is accessible to us through the Discord Developer Portal and is in line with the terms of conditions of all Discord Bots. By agreeing to use Surface Bot the terms of service of any and all Discords Bot you are agreeing to the Terms and Conditions provided by Discord.

1. Content & Data

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (“Content”). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

Surface Bot has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Surface Bot or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us. You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

(a) In any way that violates any applicable national or international law or regulation.

(b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.

(c) To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.

(d) To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.

1. Third-Party Marketplaces

The Service may contain:

Integrations with or links to third-party Marketplaces links to third-party websites, advertisers, services, special offers, or other events or activities, that are not owned or controlled by Surface Bot.

Surface Bot does not endorse or assume any responsibility for any such third-party apps, marketplaces, platforms, sites, information, materials, products, or services. If you access a third-party app or website from the Service, you do so at your own risk, and you understand that this Agreement and Surface Bot’s Privacy Policy do not apply to your use of such sites. You expressly relieve Surface Bot from any and all liability arising from your use of any third-party app, website, service, or content. Additionally, your dealings with or participation in promotions of software using our Service, including payment and delivery of product, and any other terms are solely between you and such advertisers. You agree that Surface Bot shall not be responsible for any loss or damage of any sort relating to your dealings with such software.

1. Governing Law

You agree that:   
(i) the Service shall be deemed solely based in Australia; and

(ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Surface Bot, either specific or general, in jurisdictions other than New South Wales. This Agreement shall be governed by the internal substantive laws of New South Wales, without respect to its conflict of laws principles.

1. Feedback

You may choose to or we may invite you to submit comments or ideas about the Service (including on the Community), including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Surface Bot under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Surface Bot does not waive any rights to use similar or related ideas previously known to Surface Bot, or developed by its employees, or obtained from sources other than you.

1. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms. If you wish to terminate your account, you may simply discontinue using Service. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

At termination, on request, the data collected may be wiped from the database of Surface Bot.

Please contact us at support@surfacebot.com with any questions regarding this Agreement.