

Terms and Conditions

Last updated: June 24, 2024

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by the Company that operates as a Discord bot, named Fluffy.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Fluffy.
- **Country** refers to: Alabama, United States
- **Device** means any device that can access the Service such as a computer, a cellphone, or a digital tablet.
- **Service** refers to the Application.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 13. The Company does not permit those under 13 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Application and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company 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 websites or services.

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

Blacklisting and Acceptance of Terms

We may blacklist any user immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You are reported as a leaker or griever.

Upon blacklisting, You will be permanently barred from joining any Discord server that uses Fluffy, except for the Fluffy public server. In the Fluffy public server, you can access bot commands to check if a user is blacklisted or not, and to see a list of blacklisted servers. You can also file an appeal through the public server.

User Blacklisting

By using or participating in any server that utilizes the Fluffy bot (the "Service"), you agree to comply with these Terms of Service. Users may be blacklisted from using servers that implement the Fluffy bot based on activities that violate these terms or the terms of the respective server.

Criteria for Blacklisting

Users may be blacklisted for activities including, but not limited to, leaking files/information, griefing, or any other behavior deemed harmful by the server administrators or the Fluffy bot administrators.

Notification

Users may not be directly notified of their blacklist status. However, they can check their status using the bot's lookup commands available on the Fluffy public server.

Data Storage

User IDs and reasons for blacklisting will be stored in our database. By participating in any Discord server related to cheating, griefing, hacking, plugin leaking, or similar activities ("Related Servers"), and interacting with the Fluffy bot ("Service"), you consent to this data collection and storage.

You acknowledge and agree that your Discord public information, including User IDs and associated data, may be collected and stored in our database for the purpose of maintaining server security and managing the functionality of the Fluffy bot. This includes storing information about users encountered in Related Servers for the purpose of blacklisting.

Appeals

Users have the right to appeal their blacklist status. Appeals can be made through the designated appeal process. We reserve the right to deny any appeal without reason or notice, based on our sole discretion.

Indirect Acceptance

By attempting to join or interact with any server protected by Fluffy, you agree to be bound by these Terms of Service, even if you were not previously aware of Fluffy or its terms.

Compliance

By using the Service, you agree to adhere to these Terms of Service. Failure to comply may result in blacklisting and the inability to join any server using the Fluffy bot.

Appeals

If You have been blacklisted, You may file an appeal through the Fluffy public server. The Company reserves the right to deny any appeal without reason and notice, based on their own criteria.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which You are resident.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time and without any notice. By continuing to access or use Our Service after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Service.

Owned Domains

The following domains and their respective subdomains are owned by the Company:

- fluffybot.es

All content, services, and interactions provided under these domains and their subdomains are governed by these Terms and Conditions.

Contact Us

If you have any questions about these Terms Of Service You can contact us:

- By email: questions@fluffybot.es