Terms of Service for TribalRPG Bot

Effective Date: July 15, 2025

These Terms of Service ("Terms") govern your use of the TribalRPG Bot ("the Bot"), a Discord bot developed by [Your Name/Team Name]. By adding the Bot to your Discord server or interacting with the Bot, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Bot.

1. Acceptance of Terms

By using the TribalRPG Bot, you signify your unequivocal acceptance of these Terms. This agreement constitutes a legally binding contract between you, the user, and [Your Name/Team Name], the developer of the TribalRPG Bot. Your continued engagement with the Bot, including but not limited to, adding it to a Discord server, utilizing its commands, or otherwise interacting with its functionalities, shall be deemed as full and unconditional acceptance of these Terms. It is incumbent upon you to regularly review these Terms for any modifications or updates. Should you dissent from any provision within these Terms, or any subsequent amendments thereto, your sole recourse is to cease all usage of the TribalRPG Bot and remove it from any Discord servers under your administration. These Terms are designed to ensure a fair and consistent experience for all users while safeguarding the operational integrity and developmental efforts behind the Bot. Any breach of these Terms may result in immediate and irreversible termination of your access to the Bot's services, without prior notice or liability. The developer reserves the right to enforce these Terms through any legal means available, including but not limited to, seeking injunctive relief or monetary damages for violations. Your adherence to these Terms is paramount to the continued provision and enhancement of the TribalRPG Bot's features and services.

2. Discord's Terms of Service and Community Guidelines

Your use of the TribalRPG Bot is also subject to and governed by Discord's own [Terms of Service](#) [1] and [Community Guidelines](#) [2]. You are responsible for ensuring that your use of the Bot complies with all applicable Discord policies. Any violation of Discord's policies through the use of the TribalRPG Bot may result in the termination of your access to the Bot's services, in addition to any actions taken by Discord itself. The developer of TribalRPG Bot is not responsible for any consequences arising from your failure to adhere to Discord's terms and guidelines. It is your responsibility to stay informed about and comply with all Discord policies, as they may be updated periodically. The TribalRPG Bot is intended to enhance the Discord experience within the framework established by Discord, and its functionalities are designed to operate in compliance with these overarching policies. Your agreement to these Terms implicitly acknowledges your understanding and acceptance of Discord's foundational rules and regulations. The developer reserves the right to modify the Bot's functionalities or cease its operation if such actions are deemed necessary to maintain compliance with Discord's evolving policies or to prevent any potential misuse that could lead to violations of Discord's terms. Your commitment to upholding both these Terms and Discord's policies is crucial for fostering a positive and compliant environment for all users of the TribalRPG Bot.

3. Use of the Bot

3.1 Permitted Use

The TribalRPG Bot is provided for entertainment and utility purposes within the Discord platform. You may use the Bot to enhance your Discord server's experience, facilitate role-playing games, and access its intended features. Permitted use includes, but is not limited to, invoking commands for game mechanics, managing in-game resources, and interacting with the Bot's narrative elements. The Bot is designed to be a constructive addition to Discord communities, fostering engagement and creativity among users. Any use that aligns with these objectives and does not violate any other provisions of these Terms or Discord's policies is considered permitted. The developer encourages creative and imaginative uses of the Bot, provided they remain within the bounds of legality and ethical conduct. Your engagement with the Bot should

contribute positively to the Discord environment, promoting a respectful and enjoyable atmosphere for all participants. The developer continuously strives to improve the Bot's functionalities and welcomes feedback on how its features can be best utilized within the scope of permitted use.

3.2 Prohibited Use

You agree not to use the TribalRPG Bot for any unlawful, harmful, or abusive purposes. Prohibited uses include, but are not limited to:

- **Harassment and Abuse:** Using the Bot to harass, bully, threaten, or defame other users or groups. This includes, but is not limited to, sending unsolicited or offensive messages, impersonating others, or engaging in any conduct that creates a hostile environment. The Bot's functionalities are not to be weaponized for personal attacks or to incite hatred. Any actions that contribute to a toxic or unwelcoming atmosphere are strictly forbidden. The developer is committed to fostering a safe and respectful community, and any behavior that undermines this commitment will be addressed swiftly and decisively.

- **Spamming and Flooding:** Using the Bot to send excessive or unsolicited messages, or to flood channels with irrelevant content. This includes, but is not limited to, rapid-fire command execution, automated message generation without user intent, or any activity that disrupts normal chat flow. Such actions degrade the user experience and strain server resources. The Bot is designed for interactive engagement, not for automated spam campaigns. Maintaining a clean and organized chat environment is crucial for effective communication and enjoyable gameplay. The developer reserves the right to implement rate limits or other technical measures to prevent and mitigate spamming and flooding activities.

- **Exploiting Vulnerabilities:** Attempting to exploit any bugs, glitches, or vulnerabilities in the Bot's code or Discord's platform to gain unauthorized access, manipulate game mechanics unfairly, or disrupt service. This includes, but is not limited to, reverse engineering the Bot, attempting to bypass security measures, or using unintended command combinations to achieve illicit advantages. Such activities undermine the integrity of the game and the fairness of the user experience. The developer is dedicated to maintaining a secure and stable Bot, and any attempts to compromise its security will be met with severe

consequences. Users are encouraged to report any discovered vulnerabilities responsibly to the developer rather than exploiting them.

- **Malicious Activities:** Using the Bot to distribute malware, viruses, or any other harmful code. This includes, but is not limited to, linking to malicious websites, uploading infected files, or attempting to compromise the security of other users' systems. The Bot should not be used as a conduit for cyberattacks or any form of digital harm. The developer maintains a strict zero-tolerance policy against any activities that threaten the digital safety and well-being of its users. Your use of the Bot must always be in good faith and with respect for the security of the entire Discord ecosystem.

- **Violation of Laws:** Using the Bot in any manner that violates local, national, or international laws or regulations. This includes, but is not limited to, engaging in illegal gambling, promoting illegal activities, or infringing on intellectual property rights. The Bot is a tool, and its use must always conform to legal standards. The developer does not condone or support any illegal activities conducted through the Bot. Users are solely responsible for ensuring their actions comply with all applicable laws. Ignorance of the law is not an excuse for non-compliance. The developer will cooperate with law enforcement agencies when legally required to address any illicit activities conducted through the Bot.

- **Commercial Use:** Using the Bot for any commercial purposes without explicit written consent from the developer. This includes, but is not limited to, advertising, selling goods or services, or promoting other businesses. The Bot is provided for personal and community use within Discord. Its functionalities are not intended to be leveraged for profit-generating activities without prior agreement. Any unauthorized commercial exploitation of the Bot's features or services is strictly prohibited. The developer reserves the right to pursue legal action against individuals or entities engaging in unauthorized commercial use. This restriction ensures that the Bot remains focused on its primary purpose of enhancing the Discord experience for its users, free from unsolicited commercial intrusions.

4. Data Collection and Privacy

The TribalRPG Bot may collect certain data necessary for its operation and to provide its features. This includes, but is not limited to, Discord user IDs, server IDs, and data related to in-game progress and statistics. A detailed explanation of data collection,

storage, and usage is provided in the separate [Privacy Policy](#) [3] document. By using the Bot, you acknowledge and agree to the data practices outlined in the Privacy Policy. It is your responsibility to review the Privacy Policy to understand how your data is handled. The developer is committed to protecting your privacy and handling your data responsibly, in compliance with applicable data protection laws. Any data collected is solely for the purpose of enhancing the Bot's functionality and improving your user experience. The developer does not sell or share your personal data with third parties for marketing purposes. Your trust is paramount, and the developer strives for transparency in all data handling practices. If you have any concerns or questions regarding data privacy, please refer to the Privacy Policy or contact the developer directly.

5. Disclaimer of Warranties

THE TRIBALRPG BOT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE DEVELOPER DOES NOT WARRANT THAT THE BOT WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE DEVELOPER MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR CONTENT PROVIDED BY THE BOT. YOUR USE OF THE BOT IS SOLELY AT YOUR OWN RISK. This disclaimer means that the developer provides the Bot without any guarantees regarding its performance, availability, or suitability for your specific needs. While the developer strives to ensure the Bot's reliability and functionality, unforeseen issues, technical glitches, or service interruptions may occur. The

developer is not liable for any damages or losses that may arise from your use of the Bot, including but not limited to, data loss, service disruptions, or any other form of harm. You acknowledge that the Bot is a complex software system and may contain inherent defects or limitations. The developer does not guarantee that all features will work as intended or that the Bot will be compatible with all systems or configurations. By using the Bot, you accept these risks and agree that the developer is not responsible for any adverse consequences that may result from your reliance on the Bot's performance or content.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEVELOPER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE BOT; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE BOT; (C) ANY CONTENT OBTAINED FROM THE BOT; OR (D) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE DEVELOPER EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. $100.00) OR THE AMOUNT YOU PAID THE DEVELOPER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. This limitation of liability clause is a critical component of these Terms, designed to protect the developer from excessive financial claims. It establishes a clear and reasonable cap on the developer's potential liability, ensuring that the financial risks associated with providing the Bot remain manageable. By using the Bot, you agree that the developer's financial responsibility to you is limited to the specified amount, regardless of the nature or cause of the claim. This provision applies to all forms of damages, including but not limited to, those arising from negligence, breach of contract, or any other legal theory. It is intended to be a comprehensive and enforceable limitation on the developer's liability, reflecting the fact that the Bot is provided as a service with inherent risks and limitations. You acknowledge that without this limitation of liability, the developer would not be able to offer the Bot under the same terms. This clause is a fundamental part of the bargain between you and the developer, and it is essential for the continued availability and development of the TribalRPG Bot.

7. Indemnification

You agree to indemnify, defend, and hold harmless the developer, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) use of the Bot or violation of these Terms. This indemnification obligation means that you agree to cover any legal and financial costs

that the developer may incur due to your actions. For example, if your use of the Bot leads to a lawsuit against the developer, you will be responsible for paying the developer's legal fees and any damages awarded. This provision is designed to protect the developer from being held responsible for the consequences of your behavior. It ensures that the developer is not financially burdened by claims arising from your misuse of the Bot or your failure to comply with these Terms. Your agreement to this indemnification clause is a condition of your use of the Bot, and it is essential for mitigating the risks associated with providing a public-facing service. The developer reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the developer in asserting any available defenses. This provision is a standard and necessary protection for any service provider, and it is crucial for the long-term sustainability of the TribalRPG Bot.

8. Changes to Terms

The developer reserves the right to modify or replace these Terms at any time. If a revision is material, the developer will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the developer's sole discretion. By continuing to access or use the Bot after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Bot. This provision allows the developer to adapt the Terms to changing circumstances, such as new legal requirements, evolving industry standards, or the introduction of new features. It ensures that the Terms remain relevant and effective over time. The developer is committed to providing transparency and will make reasonable efforts to notify you of any significant changes. However, it is ultimately your responsibility to review the Terms periodically to stay informed of any updates. Your continued use of the Bot following any changes constitutes your acceptance of the modified Terms. This flexibility is essential for the ongoing management and development of the TribalRPG Bot, allowing the developer to respond to new challenges and opportunities while maintaining a clear and enforceable legal framework.

9. Termination

The developer may terminate or suspend your access to the Bot immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms. Upon termination, your right to use the Bot will immediately cease. If you wish to terminate your account, you may simply discontinue using the Bot. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. This termination clause gives the developer the authority to protect the Bot and its community from users who violate the rules. It allows for swift action to be taken against those who engage in harmful or disruptive behavior, ensuring that the Bot remains a safe and enjoyable environment for all. The developer is not obligated to provide a reason for termination, although it will typically be reserved for cases of clear and repeated violations of the Terms. The survival of certain provisions after termination is crucial for protecting the developer's legal rights and interests, even after your access to the Bot has been revoked. This clause is a necessary tool for maintaining order and enforcing the rules, and it is essential for the long-term health and stability of the TribalRPG Bot community.

10. Governing Law

These Terms shall be governed and construed in accordance with the laws of [Your Country/State], without regard to its conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in [Your City, Your Country/State] for the purpose of litigating all such claims or disputes. This governing law clause establishes which legal framework will be used to interpret and enforce these Terms. It provides clarity and predictability in the event of a legal dispute, ensuring that both you and the developer know which laws will apply. The choice of jurisdiction determines where any legal proceedings will take place. By agreeing to this clause, you consent to have any disputes resolved in the specified location, which helps to streamline the legal process and reduce uncertainty. This provision is a standard and essential component of any legal agreement, and it is crucial for ensuring that the Terms are enforceable and that any disputes are handled in a consistent and predictable manner. The developer has chosen a jurisdiction that is convenient and appropriate for the operation of the Bot, and your acceptance of this clause is a condition of your use of the service.

11. Contact Us

If you have any questions about these Terms, please contact us at [Your Email Address]. The developer is committed to providing clear and accessible support to all users. Whether you have a question about a specific provision of the Terms, a concern about your privacy, or a suggestion for improving the Bot, the developer welcomes your feedback. Your input is valuable and helps to ensure that the Bot continues to meet the needs of its community. The developer will make every effort to respond to your inquiries in a timely and helpful manner. Open communication is a cornerstone of the developer's relationship with the community, and this contact provision is designed to facilitate that dialogue. Please do not hesitate to reach out with any questions or concerns you may have. The developer is dedicated to fostering a positive and transparent environment for all users of the TribalRPG Bot.

References

[1] Discord Terms of Service. (2024, April 15). Retrieved from https://discord.com/terms [2] Discord Community Guidelines. (2024, March 15). Retrieved from https://discord.com/guidelines [3] TribalRPG Bot Privacy Policy. (2025, July 15). Retrieved from privacy_policy.md