

Terms of Service

Effective from: July 10, 2025

Last updated: July 10, 2025

Please note: Terms of Service is a translation of the original Italian version, available at <https://ciaobot.eu/terms-of-service/it>. While we strive for accuracy, this translation is provided for informational purposes only and has no legal value. In case of discrepancies, the Italian version shall prevail.

1. Acceptance of Terms

By using this bot, you fully accept these Terms of Service. If you do not agree with any of the terms stated here, you are not authorized to use the bot.

2. Changes to the Terms

We reserve the right to modify or update the Terms of Service at any time. The link to the Terms of Service will be updated whenever changes are made. Users can access the most recent version of the Terms of Service via the bot's slash commands, such as /terms, the direct link <https://ciaobot.eu/terms-of-service>, or the Discord App Directory if the bot is listed there. Although direct notifications to users for each change are not planned, such updates may be announced in the bot updates channel on the support Discord server at the following link: <https://discord.gg/UbV46Wqa3D>. Therefore, users are encouraged to periodically check the provided link and the updates channel to stay informed of any changes.

3. Use of the Service

By using the bot, the user agrees to comply with both our Terms of Service and Discord's Terms of Service (<https://discord.com/terms>). Any violation of our Terms or Discord's Terms may result in suspension or banning from using the bot. Additionally, such violations may be reported to the Discord team. In cases of severe harm to the bot, such as hacking, DDoS attacks, token theft, actions aimed at causing financial losses to the bot, or other particularly serious actions, a report may be made to the appropriate authorities, potentially leading to legal action.

4. User Content

Users are responsible for the content they create, upload, post, or share using our bot, including text, images, videos, and other types of content. The content must comply with all applicable laws and Discord's Terms of Service (<https://discord.com/terms>).

We do not actively monitor user content, but we reserve the right to take action if we become aware of content that violates our Terms or Discord's Terms, even without a report. Actions may include removing content or restricting the user or server from using the bot. Additionally, such violations may be reported to the Discord team. In cases of severe harm to the bot, such as hacking, DDoS attacks, token theft, actions aimed at causing financial losses to the bot, or other particularly serious actions, a report may be made to the appropriate authorities, potentially leading to legal action.

Legal responsibility for managing and removing problematic content generated by the bot through commands or actions executed by users lies with the moderators and the owner of the Discord server where the bot is used. The bot owner does not proactively monitor such content and cannot be held liable for it. However, if the moderators or the server owner become aware of illegal content or content violating the Terms of Service, they are required to promptly intervene and remove it.

In the event of failure to remove problematic content and resulting legal liabilities from third parties, responsibility rests solely with the moderators and the server owner.

Furthermore, if such content compromises the proper functioning of the bot or causes reputational damage to the bot owner, the latter reserves the right to take legal action against the moderators and/or the server owner responsible for the failure to remove the content. The bot owner also reserves the right to take necessary measures to protect the service, including suspending or removing the bot from the server.

Users may report problematic content by opening a ticket in our support Discord server, accessible via the following link: <https://discord.gg/UbV46Wqa3D> (recommended), or by contacting us via email at support@ciaobot.eu. Content removal will be carried out when possible and at our discretion.

5. Ownership Rights

All rights related to the bot and its source code belong exclusively to the bot owner and its developers. Users are not permitted to copy, modify, distribute, or use the source code without authorization. The use of the bot does not grant users any ownership or license rights over the content created by the owner or the developers of the bot.

6. Liability and Limitations

The bot owner and the staff (moderators and developers) shall not be held liable for any kind of damage resulting from the use of the service, including but not limited to direct, indirect, incidental, consequential, special, or punitive damages. This includes, without limitation, damage to reputation, loss of profits, business interruption, data loss, or other intangible losses. The limitation of liability applies to the fullest extent permitted by law. Under no circumstances shall the bot owner or staff be held responsible for damages resulting from:

- Errors, omissions, or inaccuracies in the service content.
- Interruptions or termination of the service.
- Viruses, malware, or other harmful components that may affect the user's device.
- Unauthorized access to or use of the user's information.
- Hacking, cyberattacks, bot compromise, including unauthorized access to the bot token and resulting malicious activities such as spam or server raids.

Liability limitations may vary depending on local laws, and nothing in this document excludes or limits liability for death or personal injury caused by negligence.

7. Indemnification

Users agree to indemnify and hold harmless the bot owner and staff (moderators and developers) from any claims, demands, lawsuits, damages, losses, liabilities, or expenses (including but not limited to legal fees and court costs) arising from their violation of the Terms of Service, misuse of the service, or infringement of third-party rights. This indemnification obligation applies even if the claims are caused by the user's negligence or fault.

To the maximum extent permitted by law, users agree to attempt to resolve any disputes with the bot owner and staff amicably or through arbitration. However, this does not prevent users from pursuing legal action before the competent courts if arbitration does not resolve the dispute.

8. Sanctions and Suspension of Service

Users may stop using the bot at any time. The bot owner and staff reserve the right to suspend or terminate access to the bot for any reason, including violation of these Terms of Service, violation of Discord's Terms of Service (<https://discord.com/terms>), or violation of applicable local laws. Additionally, such violations may be reported to the Discord team. In cases of severe harm to the bot, such as hacking, DDoS attacks, token theft, actions aimed at causing financial losses to the bot, or other particularly serious actions, a report may be made to the appropriate authorities, potentially leading to legal action.

9. Dispute Resolution and Governing Law

In the event of any dispute arising from the use of the service or these Terms of Service, the parties agree to first attempt to resolve the matter amicably. If an amicable resolution is not possible, disputes shall be settled through mediation or arbitration, as provided under Italian law. The arbitrator's decision will be binding, and arbitration costs shall be shared between the parties unless otherwise required by law.

However, this does not preclude users from bringing claims before ordinary courts of law or contacting consumer protection authorities, where applicable. Disputes shall be governed by Italian law, and any unresolved dispute not settled through mediation or arbitration shall fall under the jurisdiction of the court located in the place of residence of the bot owner, unless otherwise provided by law. Users residing in European Union countries may have the right to address consumer protection authorities in accordance with local regulations.

10. Privacy Policy

For all information regarding the collection, storage, and use of users' personal data, please refer to our Privacy Policy, available at the following address: <https://ciaobot.eu/privacy-policy>. The Privacy Policy provides detailed explanations on how we handle and protect your information in accordance with the General Data Protection Regulation (GDPR).

11. Contact Information

For any questions, reports, or issues related to the bot or these Terms of Service, users can contact the owner and staff through the following channels:

- **Support Discord server:** <https://discord.gg/UbV46Wqa3D>
- **Discord contact:** @ciao287
- **Email contact:** support@ciaobot.eu (please note that there is no guaranteed response time for email requests, as the Discord server is our primary support channel for service-related matters).