

Terms of Service

SandwichBot

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Please read this Agreement carefully before using SandwichBot. By inviting SandwichBot to your Discord server or interacting with it in any manner, you agree to be bound by these Terms.

SECTION 1

Definitions and Interpretation

In these Terms of Service (the "**Agreement**" or "**Terms**"), the following definitions apply unless the context clearly requires otherwise:

- "**SandwichBot**" — the Discord bot application, its operators, developers, and associated services collectively.
- "**Service**" — the SandwichBot Discord bot, the website at sandwichbot.org, any APIs, dashboards, and all related features provided by SandwichBot.
- "**User**" / "**you**" / "**your**" — any natural person or legal entity that invites, accesses, or interacts with the Service in any capacity.
- "**Server Administrator**" — any Discord user with the 'Manage Server' or 'Administrator' permission who invites or configures SandwichBot in a Discord guild.
- "**Discord**" — the communication platform operated by Discord Inc., accessible at discord.com.
- "**Content**" — any text, data, commands, configurations, files, or other materials submitted to or generated through the Service.
- "**Premium Features**" — any paid subscription features, unlockable capabilities, or add-on services offered by SandwichBot.
- "**Personal Data**" — any information that relates to an identified or identifiable natural person as defined under applicable data protection legislation.
- "**Confidential Information**" — any non-public information disclosed by one party to another in connection with use of the Service that is designated as confidential or that reasonably should be understood to be confidential given its nature and context.
- "**Force Majeure**" — any event beyond the reasonable control of SandwichBot, including acts of God, war, terrorism, labor disputes, infrastructure failures, or governmental actions.

References to the singular include the plural and vice versa. Section headings are for convenience only and shall not affect interpretation. The word "including" means "including without limitation."

SECTION 2

Acceptance of Terms

By inviting SandwichBot to a Discord server, executing a slash command, or otherwise using any feature of the Service, you represent that you have read, understood, and agree to be legally bound by these Terms in full. If you do not agree to these Terms, you must immediately remove SandwichBot from your server and cease all use of the Service.

These Terms constitute a legally binding agreement between you and SandwichBot. Your continued use of the Service following any modification of these Terms constitutes acceptance of those modifications. It is your responsibility to review these Terms periodically.

2.1 Capacity to Contract

By accepting these Terms, you represent and warrant that: (a) you are at least 13 years of age, or the applicable age of digital consent in your jurisdiction, whichever is higher; (b) you have the legal capacity to enter into a binding agreement; and (c) your use of the Service is not prohibited by any applicable law, regulation, or court order.

2.2 Authority to Bind Organizations

If you are accepting these Terms on behalf of a company, organization, educational institution, or government agency, you represent and warrant that you have full legal authority to bind that entity. In such cases, "you" refers to that entity, and you are personally responsible for ensuring that all users within your organization comply with these Terms.

2.3 Discord Terms Compliance

Your use of the Service is also subject to Discord's Terms of Service and Community Guidelines. In the event of a conflict between these Terms and Discord's Terms, Discord's Terms shall prevail to the extent of that conflict. SandwichBot is an independent service and is not affiliated with, endorsed by, or sponsored by Discord Inc.

SECTION 3

Description of Service

SandwichBot is a multi-purpose Discord bot that provides server management, moderation assistance, utility commands, entertainment features, and community engagement tools. The Service operates through the Discord platform and is accessible by inviting SandwichBot to any Discord server where you hold appropriate administrative permissions.

3.1 Core Features

The Service currently includes, but is not limited to, the following capabilities:

- Server moderation tools including automated message filtering, user warnings, mutes, kicks, and bans.
- Welcome and farewell messages, role assignment on join, and member onboarding automation.
- Utility commands including polls, reminders, calculators, and information lookups.
- Entertainment and fun commands for community engagement.
- Logging and audit trail features for server activity.
- Custom command creation and server-specific configuration.
- Role management and reaction role assignment.
- Statistics, leaderboards, and activity tracking.

3.2 Service Availability

SandwichBot strives to maintain a high level of availability but does not guarantee uninterrupted access. The Service may be temporarily unavailable due to scheduled maintenance, unscheduled outages, Discord platform issues, or factors outside our control. We will endeavor to provide advance notice of scheduled maintenance where reasonably practicable.

3.3 Service Evolution

SandwichBot reserves the right to modify, add, suspend, or remove any features of the Service at any time with or without notice. Features available in free tiers may be moved to Premium at our discretion. We will not be liable to you or any third party for any modification, suspension, or discontinuation of features.

SECTION 4

Eligibility and Account Registration

4.1 Eligibility

To use SandwichBot, you must: (a) be at least 13 years of age; (b) have a valid Discord account in good standing; (c) comply with Discord's Terms of Service; and (d) not have been previously banned or suspended from the Service for violating these Terms.

4.2 Discord Account

SandwichBot uses Discord's OAuth2 system for authentication. You do not create a separate SandwichBot account; instead, your Discord account serves as your identity within the Service. You are solely responsible for maintaining the security of your Discord account and for all activities that occur under your account.

4.3 Dashboard Access

Access to the SandwichBot web dashboard at sandwichbot.org requires authorization via Discord OAuth2. By logging in through the dashboard, you grant SandwichBot access to read basic profile information from your Discord account as necessary to provide the Service. This access does not grant SandwichBot the ability to post on your behalf or access your direct messages.

4.4 Server Invitation

Only Discord users with the 'Manage Server' permission may invite SandwichBot to a server. By inviting SandwichBot, the Server Administrator accepts these Terms on behalf of all users within that server. Server Administrators are responsible for ensuring their server members are aware of and comply with these Terms.

4.5 Account Suspension

SandwichBot reserves the right to suspend or terminate access to the Service for any user or server that violates these Terms, engages in abusive behavior, or poses a risk to the integrity of the Service or its users. Suspended users may appeal decisions by contacting sandwichbotservice@gmail.com.

SECTION 5

User Conduct and Acceptable Use

The Service may only be used for lawful purposes and in accordance with these Terms. You agree to use SandwichBot only in ways that are consistent with applicable laws, Discord's policies, and the intended purpose of the Service. You are solely responsible for all actions taken through the Service.

5.1 Prohibited Activities

You agree that you will not, directly or indirectly, use the Service to:

- Violate any applicable local, national, or international law or regulation.
- Harass, abuse, threaten, stalk, or otherwise harm any individual or group.
- Distribute, transmit, or store content that is unlawful, defamatory, obscene, harmful to minors, or that infringes on third-party intellectual property rights.
- Engage in or facilitate spamming, phishing, or any form of deceptive or fraudulent activity.
- Attempt to gain unauthorized access to SandwichBot's systems, servers, or databases.
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of SandwichBot.
- Use automated scripts, bots, or other tools to interact with the Service in a manner not intended or authorized.
- Overload, crash, or otherwise degrade the performance of the Service or Discord's platform.
- Circumvent, disable, or interfere with any security-related features of the Service.
- Impersonate SandwichBot, its developers, or any other person or entity.
- Transmit viruses, malware, or any other malicious code.
- Use the Service to collect or harvest personal data from other users without their consent.
- Facilitate or assist any third party in violating these Terms.

5.2 Server Administrator Responsibilities

Server Administrators who deploy SandwichBot are responsible for configuring it appropriately for their community, ensuring that its use complies with Discord's Community Guidelines and all applicable laws, and responding to user complaints arising from the bot's presence or actions in their server.

5.3 Enforcement

SandwichBot reserves the right to investigate any suspected violation of these Terms. We may take any action we deem appropriate, including issuing warnings, restricting access, removing the bot from servers, and permanently banning users or servers. We may also report illegal activities to law enforcement authorities.

SECTION 6

Intellectual Property Rights

6.1 Ownership

SandwichBot and all of its components, including but not limited to its source code, algorithms, user interface, graphics, logos, and documentation, are and remain the exclusive intellectual property of SandwichBot's developers and operators. Nothing in these Terms transfers any ownership rights to you.

6.2 License to Use

Subject to your compliance with these Terms, SandwichBot grants you a limited, non-exclusive, non-transferable, revocable license to use the Service solely for its intended purpose of providing Discord server functionality. This license does not include the right to copy, modify, distribute, sell, or sublicense any part of the Service.

6.3 Restrictions

You may not:

- Copy, reproduce, or redistribute any part of the Service or its underlying technology.
- Create derivative works based on SandwichBot or its source code.
- Use SandwichBot's name, logo, or branding without prior written permission.
- Claim ownership of or misrepresent the origin of SandwichBot or its components.
- Remove or alter any proprietary notices or labels on the Service.

6.4 Feedback

If you submit suggestions, feedback, bug reports, or ideas regarding the Service, you grant SandwichBot a perpetual, irrevocable, royalty-free, worldwide license to use, incorporate, and commercialize that feedback without any obligation to compensate you.

6.5 DMCA and Copyright Complaints

If you believe that any content available through the Service infringes your copyright, please send a written notice to sandwichbotservice@gmail.com with the subject line 'DMCA Notice,' including a description of the copyrighted work, the location of the allegedly infringing content, your contact information, and a statement of good faith belief.

SECTION 7

User-Generated Content

Users may provide commands, server configurations, custom messages, and other input to the Service ("User Content"). You retain ownership of your User Content; however, by submitting User Content through the Service, you grant SandwichBot a limited license to process and display that content as necessary to operate the Service.

7.1 Responsibility for Content

You are solely responsible for all User Content you submit. You represent and warrant that: (a) you own or have the necessary rights to submit your User Content; (b) your User Content does not violate any third-party rights; and (c) your User Content complies with these Terms and applicable law.

7.2 Content Moderation

SandwichBot does not actively monitor all User Content but reserves the right to review, edit, or remove any content that violates these Terms or applicable law. We are not obligated to pre-screen User Content but may do so at our discretion.

7.3 No Endorsement

The presence of User Content in the Service does not imply endorsement or approval by SandwichBot. We expressly disclaim any responsibility for the accuracy, legality, or appropriateness of User Content generated by third parties.

SECTION 8

Privacy and Data Protection

Your privacy is important to us. The collection and processing of Personal Data in connection with the Service is governed by our Privacy Policy, available at sandwichbot.org/privacy. By using the Service, you consent to the practices described therein.

8.1 Data Collected

SandwichBot collects Discord User IDs, Server IDs, command usage data, and server configuration settings as necessary to operate the Service. We do not collect passwords, payment card data, or sensitive personal information beyond what is required for Premium feature purchases.

8.2 Data Use

Collected data is used solely to provide and improve the Service, enforce these Terms, and comply with legal obligations. We do not sell, rent, or trade your Personal Data to third parties for marketing purposes.

8.3 Data Security

We implement commercially reasonable technical and organizational measures to protect your data. However, no internet transmission or storage system is perfectly secure, and we cannot guarantee absolute security. You acknowledge this inherent risk by using the Service.

8.4 GDPR and CCPA

Users located in the European Economic Area, United Kingdom, and California have additional rights under the General Data Protection Regulation, UK GDPR, and the California Consumer Privacy Act respectively. These rights, including the right of access, rectification, and erasure, are described in detail in our Privacy Policy.

SECTION 9

Premium Features and Payments

SandwichBot may offer Premium Features through paid subscriptions. All purchases are subject to this Section in addition to the remainder of these Terms.

9.1 Subscription Plans

Premium subscriptions are offered on a monthly or annual basis. Details of available plans, pricing, and included features are described on our website at sandwichbot.org. Prices are subject to change with reasonable notice.

9.2 Payment Processing

All payments are processed by third-party payment processors. SandwichBot does not directly store credit card or payment information. By making a purchase, you agree to the terms of the applicable payment processor. You are responsible for providing accurate billing information.

9.3 Automatic Renewal

Unless cancelled before the end of the current billing period, subscriptions renew automatically for successive periods of the same duration. You authorize SandwichBot to charge your payment method on file at the start of each renewal period.

9.4 Cancellation

You may cancel your Premium subscription at any time through the dashboard or by contacting sandwichbotservice@gmail.com. Cancellation takes effect at the end of the current billing period. No partial refunds are provided for unused time within a billing period, except where required by law.

9.5 Refunds

SandwichBot offers a 7-day money-back guarantee on new Premium subscriptions. Refund requests made within 7 days of the initial purchase will be honored in full. Requests made after this period are evaluated on a case-by-case basis and are not guaranteed. Users in the European Union retain statutory withdrawal rights under applicable EU consumer law.

9.6 Non-Delivery / Service Interruption

If the Service experiences extended downtime beyond 72 consecutive hours due to factors within our control, you may be eligible for a pro-rated credit at our discretion. This does not apply to outages caused by Discord, third-party providers, or Force Majeure events.

SECTION 10

Disclaimers and Limitation of Liability

10.1 Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SANDWICHBOT DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

SandwichBot does not warrant that: (a) the Service will be uninterrupted, timely, secure, or error-free; (b) the results obtained from use of the Service will be accurate or reliable; (c) any errors in the Service will be corrected; or (d) the Service will be free from viruses or other harmful components.

10.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SANDWICHBOT, ITS DEVELOPERS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE, EVEN IF SANDWICHBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In jurisdictions where the exclusion of liability is not permitted, SandwichBot's aggregate liability shall be limited to the greater of: (a) the total amount paid by you for Premium Features in the twelve (12) months preceding the claim; or (b) USD \$10.00.

10.3 Exceptions

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, the limitations in this Section apply to the fullest extent permitted by law. Nothing in these Terms excludes or limits liability for fraud, gross negligence, or willful misconduct.

SECTION 11

Indemnification

You agree to indemnify, defend, and hold harmless SandwichBot and its developers, officers, agents, employees, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- Your access to or use of the Service.
- Your violation of any provision of these Terms.
- Your violation of any applicable law or regulation.
- Your violation of any third-party right, including any intellectual property right, privacy right, or other proprietary right.
- Any User Content you submit to the Service.
- Any dispute between you and another user of the Service.
- Your fraud, willful misconduct, or gross negligence.

SandwichBot reserves the right, at its own expense, to assume exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate fully with SandwichBot's defense of such claims and not to settle any claim without SandwichBot's prior written consent.

SECTION 12

Termination and Suspension

12.1 Termination by SandwichBot

SandwichBot may, at its sole discretion and without prior notice, suspend or permanently terminate your access to the Service if: (a) you breach any provision of these Terms; (b) we are required to do so by law or regulation; (c) we have reasonable grounds to suspect fraudulent, abusive, or illegal activity; or (d) continued provision of the Service is no longer commercially viable.

12.2 Termination by User

You may terminate your use of the Service at any time by removing SandwichBot from your Discord server and ceasing all interactions with it. If you hold a Premium subscription, you should also cancel it through the dashboard or by contacting us to avoid further charges.

12.3 Effects of Termination

Upon termination: (a) all rights and licenses granted to you under these Terms will immediately cease; (b) you must stop all use of the Service; (c) provisions of these Terms that by their nature should survive termination will continue in full force and effect, including Sections 6, 10, 11, 13, and 16.

12.4 Data Deletion

Following termination or removal of SandwichBot from a server, associated server configuration data will be deleted within 30 days unless legal obligations require us to retain it for a longer period.

12.5 Appeal

Users who believe their access was suspended or terminated in error may submit an appeal to sandwichbotservice@gmail.com within 30 days of the suspension. Appeals are reviewed at our discretion, and our decision is final.

SECTION 13

Confidentiality

Each party agrees to hold the other party's Confidential Information in strict confidence, to use such Confidential Information solely for purposes of these Terms, and not to disclose such Confidential Information to any third party without prior written consent.

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known by the receiving party prior to disclosure; (c) is independently developed by the receiving party without reference to the Confidential Information; or (d) is required to be disclosed by law or court order, provided that the disclosing party gives the other reasonable prior notice.

This confidentiality obligation will survive the termination of these Terms for a period of three (3) years.

SECTION 14

Third-Party Services and Links

The Service may integrate with, reference, or provide links to third-party services, websites, or resources ("Third-Party Services"). SandwichBot does not control and is not responsible for the availability, accuracy, content, or policies of any Third-Party Services.

Your interactions with Third-Party Services are solely between you and the relevant third party. You acknowledge that SandwichBot is not responsible for any loss or damage that may arise from your use of Third-Party Services. We encourage you to review the terms and privacy policies of all Third-Party Services you access through or in connection with SandwichBot.

The inclusion of any link or integration does not imply endorsement by SandwichBot. Removal of any Third-Party integration from the Service does not trigger any refund obligation.

SECTION 15

Modifications to Service and Terms

15.1 Changes to Terms

SandwichBot reserves the right to update or replace these Terms at any time. When we make material changes, we will update the effective date at the top of this document and, where practicable, announce the changes in our Discord support server at discord.gg/sandwichbot.

If you continue to use the Service after revised Terms take effect, you are deemed to have accepted those changes. If you do not agree to the revised Terms, you must stop using the Service before the changes take effect.

15.2 Changes to Service

We reserve the right to modify, enhance, or discontinue any aspect of the Service at any time, including pricing, features, and availability. We are not liable to you or any third party for changes to the Service. We will make reasonable efforts to notify users of significant changes in advance.

15.3 Notice

Notices regarding changes to these Terms will be communicated via: (a) a post in our Discord support server; (b) a notification on the dashboard at sandwichbot.org; or (c) an email to the address associated with your account, where available.

SECTION 16

Governing Law and Dispute Resolution

16.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws applicable in the jurisdiction of SandwichBot's principal place of operation, without regard to its conflict of law provisions.

16.2 Informal Resolution

Before initiating any formal legal proceeding, you agree to first attempt to resolve the dispute informally by contacting SandwichBot at sandwichbotservice@gmail.com with a written description of the dispute. We will attempt to resolve the dispute within 21 days of receipt of the notice. If the dispute is not resolved within this period, either party may proceed with formal proceedings.

16.3 Binding Arbitration

Subject to Section 16.4, any unresolved dispute arising from these Terms shall be settled by binding arbitration administered in accordance with rules mutually agreed by the parties. The arbitration shall be conducted in English. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

16.4 Exceptions to Arbitration

Either party may seek interim injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm pending arbitration. Nothing in this Section shall prevent SandwichBot from enforcing intellectual property rights in any jurisdiction.

16.5 Class Action Waiver

You waive any right to bring or participate in a class action, collective action, or representative action against SandwichBot. All claims must be brought on an individual basis. This waiver does not apply where prohibited by applicable law.

16.6 Consumer Rights

If you are a consumer located in the European Union, you retain the benefit of any mandatory consumer protection provisions of the law of your country of residence. Nothing in these Terms affects your statutory rights as a consumer.

SECTION 17

General Provisions

17.1 Entire Agreement

These Terms, together with the Privacy Policy and any additional terms applicable to specific features, constitute the entire agreement between you and SandwichBot regarding the Service and supersede all prior agreements, representations, and understandings.

17.2 Severability

If any provision of these Terms is held by a court to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

17.3 Waiver

Failure by SandwichBot to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. A waiver of any breach shall not be construed as a waiver of any subsequent breach of the same or any other provision.

17.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without prior written consent from SandwichBot. SandwichBot may freely assign these Terms and its rights and obligations hereunder, including in connection with a merger, acquisition, or sale of assets, without notice to you.

17.5 Force Majeure

SandwichBot shall not be liable for any failure or delay in performance resulting from a Force Majeure event. In such circumstances, performance obligations will be suspended for the duration of the Force Majeure event, and we will notify users as soon as practicable.

17.6 Language

These Terms are drawn up in the English language. In the event of a conflict between a translated version and the English version, the English version shall prevail.

17.7 Relationship of the Parties

Nothing in these Terms creates or implies any partnership, joint venture, agency, franchise, or employment relationship between you and SandwichBot. You have no authority to make any statement, representation, or commitment on behalf of SandwichBot.

17.8 Electronic Communications

By using the Service, you consent to receive electronic communications from SandwichBot, including notices, updates, and service announcements delivered via Discord or email. You agree that these communications satisfy any legal requirement that such communications be in writing.

SECTION 18

Contact Information

If you have any questions, concerns, or requests relating to these Terms of Service or the operation of SandwichBot, please contact us through any of the following channels:

Email	sandwichbotservice@gmail.com
Website	sandwichbot.org
Discord Server	discord.gg/sandwichbot
Subject Line	Terms of Service Inquiry

We aim to respond to all enquiries within 5 business days. For urgent matters relating to abuse, safety, or legal requests, please include the relevant details in your message subject line to ensure prompt handling.

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This document is provided for informational purposes. It is recommended that you seek independent legal advice if you have any questions about your rights and obligations under these Terms.