

HawkEye – Terms of Use

Date of the latest revision: September 9th, Monday, 2024

Please read these 'Terms of Use' carefully before using the Features.

What should you know at a glance?

- This Platform and the Features are provided by the '0100 Discord Application Development Team'
Contact email: SUPPORT@HE.0100.org.uk
- The right of withdrawal only applies to European Consumers. The right of withdrawal, also commonly called the right of cancellation in the UK, is consistently referred to as "the right of withdrawal" within this document.
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- Please note that some provisions in these Terms may only apply to specific categories of Users. In particular, certain requirements may only apply to Consumers or to those Users who do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

1 PURPOSE

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the 'HawkEye – Music Bot' Discord Application, operated by '0100 Developers' (Discord Application Development Team) – 'beemegan' & 'michael0100' ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms 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. If you disagree with any part of the Terms, you may discontinue using the service without any penalisation.

2 ACCEPTANCE OF TERMS – CHANGE OF TERMS

Before using any of the Features, you must first agree to these Terms. By accessing the Features or by otherwise using them, you expressly confirm that you fully and irrevocably agree to these Terms.

You also agree that personal data and electronic communications on our Platform or through the use of the Features will be processed in accordance with our data privacy policy, available at <https://HE.0100.org.uk/privacy>

We reserve the right, at our sole discretion, to modify or replace the Terms at any time. The most current version of these Terms will be posted on the Platform. You shall be responsible for reviewing and becoming familiar with any such modifications, but we will always aim to notify the user in any acceptable way possible.

You will be deemed to have accepted all modifications and revisions of the Terms by continuing to use all or part of the Features and/or the Platform.

3 USER RIGHTS

3.1 Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory cancellation right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.

Users that do not fit this qualification, cannot benefit from the rights described in this section.

“Consumer” means any User qualifying as a natural person who accesses goods or services for personal use, or more generally, acts for purposes outside their trade, business, craft or profession.

Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available at the end of these Terms. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

The withdrawal period expires 14 days after the day that the contract is entered into.

Where a User exercises the right of withdrawal after having requested that the service be performed before the withdrawal period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided. Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

Exceptions from the right of withdrawal

The right of withdrawal does not apply to contracts:

- for the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and with their acknowledgment that their right of withdrawal is thereby lost;
- for the provision of services, after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with their acknowledgement that their right of withdrawal is lost once the contract has been fully performed.

4 DISCLAIMER OF WARRANTIES – LIABILITY

4.1 Disclaimer of Warranties – Risks

You expressly acknowledge and agree that your use of the Features is at your sole risk. The Features and the access to the Platform are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. In particular, you expressly acknowledge that the applicable fees are paid for a general use of the applicable Features, the content of which may evolve at HawkEye's discretion, and that, in this respect, you are not allowed to claim for any repayment in the event of change or evolution of the Features. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein. You acknowledge and expressly agree that we have no control over, and no duty to take any action regarding: which users gain access to or use the Features; what effects the content of the Platform may have on your business or your communities and members; how you may use the content of the Platform and the Features; or what actions you may take, in particular with regard to your communities and/or their members, as a result of having been exposed to the content of the Website.

We do not warrant that access to the Platform and the Features will be continuous, uninterrupted, timely or secure. You acknowledge and expressly accept that the Website and the Features (a) may contain bugs, errors and defects, (b) may function improperly or be subject to periods of downtime and unavailability, (c) may result in total or partial loss or corruption of data and (d) may be modified at any time, including through the release of subsequent versions, all with or without notice to the User. You acknowledge and expressly agree that HawkEye shall in no event be liable for any loss or damage resulting from your failure to comply with your obligations hereunder.

4.2 Limited Liability

You acknowledge and expressly agree that you assume full responsibility for your use of the Website and the Features. You acknowledge and expressly agree that any information you send or receive during your use of the Website and the Features may not be secure and may be intercepted or acquired by unauthorized parties. You acknowledge and expressly agree that your use of the Website and the Features is at your sole risk, and that the HawkEye may prove to be defective or vulnerable, thus exposing your information systems to the risk of intrusion or corruption. You agree to ensure the security of the systems, programs and data, and you acknowledge that you are solely responsible for the configuration of your computer hardware, programs and platforms used to access the Features. You acknowledge that you are solely responsible for the use of the Features, including any statements or information communicated via the HawkEye in breach of applicable laws or regulations.

In particular, you agree not to (a) use the Features for any purpose other than for your own use (b) use or attempt to use the HawkEye and/or the Features in an offensive, abusive or unlawful manner or purpose, in particular by publishing or using terms that may be offensive or inappropriate; (c) transmit or attempt to transmit copyrighted material without the prior express consent of the copyright owner; (d) use or attempt to use any automated program (including, but not limited to, a robot, spider or other automated means or interface to access the HawkEye and/or Features; (e) interfere or attempt to interfere with the proper functioning of the HawkEye and/or Features in a manner that could damage, disable, overload or alter the HawkEye, in particular, hack or attempt to circumvent any content filtering techniques that HawkEye reserves the right to use; (f) copy, modify, merge, sell, redistribute, assign, transfer the software or the source code of the HawkEye or any part thereof, as well as reverse engineer, decompile, disassemble, translate, decrypt or otherwise attempt to discover the source code used for the HawkEye; (g) infringe or attempt to infringe any patent, trademark, trade secret, copyright held by HawkEye; (h) introduce or attempt to introduce viruses, Trojan horses or other malicious or technologically harmful hardware.

Finally, you understand and agree that neither HawkEye nor its suppliers or licensors shall be liable to you for any direct, indirect damages of any kind, including but not limited to, damages for loss of property, profits, goodwill, use, data or other tangible or any other damages based on contract, tort, or otherwise (even if HawkEye has been advised of the possibility of such damages), resulting from: the Website or Features; the use or the inability to use the Website or HawkEye; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the Website or the Features; any actions we take or fail to take as a result of communications you send to us; human errors; technical malfunctions; failures; omissions, interruptions, latency, deletions or defects of any device or network, providers, or software (including, but not limited to, those that do not permit participation in the Features); any injury or damage to computer equipment; inability to fully access the Website, the Features or any other website; theft, tampering, destruction, or unauthorized access to, images or other content of any kind; data that is processed late or incorrectly or is incomplete or lost; typographical, printing or other errors, or any combination thereof; or any other matter relating to the Website or any other aspect of the Features.

If despite the above HawkEye is found liable by a court for any reason whatsoever, you expressly agree that its aggregate liability will be strictly limited to the fees for the access to the Features charged to you during the last twelve (12) months prior to the date of the document instituting the proceedings.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

4.3 Indemnification

You expressly agree to indemnify and hold HawkEye and third party service providers, and each of their officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your use of the Features; (c) your violation of any law or regulation of any jurisdiction, or the rights of any third party.

5 CONFIDENTIAL INFORMATION

The term "Confidential Information" means any information disclosed by one party (the "Discloser") to the other party (the "Recipient") during the access to, or the use of, the Features, which is disclosed in writing or orally and which is identified as "Confidential" or which is to be considered in the circumstances of its transmission as confidential by the Recipient. Notwithstanding the foregoing, HawkEye's "Confidential Information" includes any information, in whatever form, disclosed by HawkEye which relates to the HawkEye and which is not publicly known.

Recipient shall treat as confidential any Confidential Information provided by Discloser, shall not use such Confidential Information except with the prior written consent of Discloser, and shall not disclose such Confidential Information to third parties without the prior written consent of Discloser, it being specified that Recipient may disclose such Confidential Information to its employees and contractors for business purposes, provided that such employees and contractors are obligated to the same extent to comply with the confidentiality agreement concluded with Discloser. Recipient shall be responsible for all acts and omissions of its employees and contractors where such act or omission would constitute a breach of the terms as if committed by Recipient. Notwithstanding the foregoing, the restrictions of this Article shall not apply to information that: (a) was independently developed by Recipient without recourse to Discloser's Confidential Information; (b) is made known to Recipient, without restriction, by a third party without violating the Terms and which was within the right to disclose; (c) was in the public domain at the time of disclosure or enters the public domain without act or omission of Recipient; (d) was rightfully known by Recipient, without restriction, at the time of disclosure; or (e) is disclosed pursuant to an order or requirement of a court, administrative body, or any other governmental body; provided, however, that Recipient shall immediately notify Discloser and use its best efforts to prevent public disclosure of such information. Recipient shall, upon request by Discloser, return the originals, copies, reproductions and summaries of the Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information, or, at Discloser's option, certify that it has destroyed the same.

6 GENERAL PROVISIONS

6.1 Transfer, Assignment or Delegation

These Terms, and any rights and obligations and the Licence granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by HawkEye without restriction to any third party. Any attempted transfer or assignment in violation hereof shall be null and void.

6.2 Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User for the future.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Features and accessing the Platform. Failure to accept the revised Terms, may entitle either party to terminate the contractual relationship.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

6.3 Entire Agreement

Except otherwise provided herein, these Terms (as amended from time to time) and any document expressly referred to hereof constitute the entire agreement between the parties and supersedes any prior agreement, promise, assurance, warranty, representation, understanding, undertaking or arrangement between the parties relating to the subject matter of these Terms, whether written or oral.

No oral explanation or oral information given by either of us shall alter the interpretation of these Terms. You confirm that, in agreeing to accept these Terms, you have not relied on any representation or information that is not expressly included herein.

6.4 Severability

These Terms shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of these Terms or of any other term or provision hereof. Furthermore, such invalid or unenforceable term or provision shall be changed and interpreted to accomplish the objectives of the initial provision to the greatest extent possible under any applicable laws.

6.5 Language

These are concluded in the English language, and all communications including any notices or information being transmitted shall be in English.

6.6 Waiver

The delay of enforcement or the non-enforcement of any of the provisions of these Terms by the Owner shall not be construed as a waiver of any of the other rights of that party under these Terms.

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term. The delay of enforcement or the non-enforcement of any of the provisions of these Terms by the Owner shall not be construed as a waiver of any of the other rights of that party under these Terms.

6.7 Interruption

Within the limits of law, the Owner may decide to suspend or terminate the access to the Features altogether. If the access to the Features is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law.

Additionally, the the access to the Features might not be available due to reasons outside the Owner's reasonable control, such as "*force majeure*" (eg. labor actions, infrastructural breakdowns or blackouts etc).

6.8 Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Website and of the Features without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

6.9 Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of this Website.

6.10 Notices and Communications

By using the Features, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Features: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), (b) by posting to the Website and/or (c) via Discord. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will always be given the option to unsubscribe from receiving any marketing material from us.

Notices to us should be sent electronically to at: SUPPORT.HE@0100.org.uk

6.11 Section Titles

The section titles and articles in the Terms are for convenience only and have no legal or contractual effect.

6.12 Governing Law and Submission to Jurisdiction

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles. Exception for European Consumers.

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for European Consumers

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

Dispute resolution

Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Website or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document. The Owner will process the complaint without undue delay and within 21 days of receiving it.

Online dispute resolution for Consumers

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving any dispute related to and stemming from online sale and service contracts.

As a result, any European Consumer can use such platform for resolving any dispute stemming from contracts which have been entered into online. The platform is available at the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>