

Tropical Systems Crab

Terms of Service

Effective Date: September 1st, 2025 Last Updated: August 30th, 2025

These Terms of Service ("Terms") govern your use of **Crab** ("the Application"), a Discord application developed and maintained by **Tropical Systems** ("we," "us," or "our"). By inviting, using, or interacting with the Application in any Discord server, you agree to be bound by these Terms. If you do not agree, you may not use the Application.

01. Eligibility

- You must comply with <u>Discord's Terms of Service</u> and <u>Community</u>
 <u>Guidelines</u>.
- You must be at least 13 years old, or the minimum age of digital consent in your country, whichever is higher.
- By using the Application, you represent and warrant that you meet these requirements.

02. Use of the Application

- You are granted a limited, revocable, non-exclusive right to invite and use the Application in Discord servers that you own or administer.
- You agree not to use the Application for:
 - Harassment, bullying, discrimination, or hateful conduct.
 - Spamming, flooding, or otherwise disrupting server functionality.
 - Automating prohibited actions on Discord.
 - Any illegal activity or activity violating Discord's rules.
- The Application may include moderation tools. Server owners and administrators are solely responsible for how the Application is configured and used in their server.

03. User Responsibilities

- You are responsible for ensuring that your server complies with these
 Terms and Discord's policies.
- You agree not to exploit bugs, errors, or vulnerabilities in the Application.
- You are responsible for securing any permissions you grant the Application (such as Administrator rights) and acknowledging that misuse may cause unintended consequences.

04. Data Collection & Privacy

- The Application may collect and store limited data to provide functionality, including:
 - o Identifiers: User IDs, Guild IDs, Channel IDs.
 - Configuration Data: Server settings, preferences, and logs related to the Application's features.
 - o Interaction Data: Commands and interactions with the Application.
- We do **not** collect message content unless explicitly necessary for a feature (e.g., logging or moderation systems).
- Data is used only for the functionality of the Application and is not sold or shared with third parties.
- Data may be deleted upon request from the server owner (or automatically when the Application is removed).

05. Availability & Updates

- The Application is provided "as is", with no guarantee of uptime, reliability, or uninterrupted service.
- Features may be added, modified, or removed at any time.
- We may temporarily or permanently suspend the Application without prior notice (for maintenance, abuse prevention, or other reasons).

06. Intellectual Property

- All source code, features, branding, and related assets of the Application are the property of **Tropical Systems**, unless otherwise stated.
- You may not copy, modify, distribute, or host instances of the Application without our written permission.
- Any unauthorized attempts to reverse-engineer or duplicate the Application may result in termination of access and potential legal action.

07. Limitation of Liability

- We are not liable for:
 - Loss of data, server issues, or disruptions caused by the Application.
 - Actions taken by server administrators using the Application's features.
 - Any damages, direct or indirect, resulting from use of the Application.
- Your use of the Application is entirely at your own risk.

08. Termination

- You may remove the Application from your server at any time.
- We reserve the right to terminate or restrict the Application's availability to any user or server at our discretion, including (but not limited to) violations of these Terms or Discord's policies.
- Upon termination, any stored data associated with your server may be deleted.

09. Changes to the Terms

We may update these Terms at any time.

- Updates will take effect once published, and your continued use of the Application constitutes acceptance of the new Terms.
- Significant changes may be announced through <u>our support server</u>.

10. Governing Law

- These Terms shall be governed by and construed under the laws of the United States of America and the State of Kansas.
- Any disputes shall be resolved in accordance with the applicable jurisdiction in Kansas.

11. Contact

For questions, concerns, or requests (including data removal), you may contact:

Discord: https://discord.gg/tropicalsys

Email: <u>legal@tropicalsys.com</u>