



Buffalo Airways Virtual Discord Acceptable Usage Policy (AUP) & Information Buffalo Airways Virtual has a 24/7 Discord Channel for all to use. With an anticipated 99.9% uptime, you should have no issues accessing at any time.

Your Discord User Name must start with your pilot call sign and end with your full first and last name.

Example: BFL0000 – First Last

Discord can be downloaded using the link on this page:

<http://buffaloairwaysvirtual.com/index.php/pages/discord>

Discord Community Guidelines

Effective: March 28, 2022

Last Updated: February 25, 2022

<https://discord.com/guidelines>

We created Discord to be a place where it's easy to communicate genuinely, build relationships, and have fun hanging out. Our Community Guidelines ensure everyone finds belonging, but not at the expense of anyone else. These guidelines explain what is and isn't allowed on Discord. Everyone on Discord must follow these rules, and they apply to all parts of our platform, including your content, behaviors, servers, and bots. We may consider relevant off-platform behavior when assessing for violations of specific Community Guidelines <https://discord.com/blog/important-policy-updates>. Our Trust & Safety team reviews reports by users, moderators, or trusted reports. When someone violates these guidelines we may take a number of enforcement steps against them including: issuing warnings; removing content; suspending or removing the accounts and/or servers responsible; and potentially reporting them to law enforcement. If you come across a user, message, or server that appears to break these guidelines, please report it to us https://support.discord.com/hc/en-us/requests/new?ticket_form_id=360000029731.

Respect Each Other

- **Do not harass others or organize, promote, or participate in harassment.** Disagreements happen and are normal, but making continuous, repetitive, or severe negative comments or circumventing a block or ban can cross the line into harassment and is not okay.
- **Do not organize, promote, or participate in hate speech or hateful conduct.** It's unacceptable to attack a person or a community based on attributes such as their race, ethnicity, caste, national origin, sex, gender identity, gender presentation, sexual orientation, religious affiliation, age, serious illness, disabilities, or other protected classifications.
- **Do not make threats of violence or threaten to harm others.** This includes indirect or suggestive threats, as well as sharing or threatening to share someone's personally identifiable information (also known as doxxing).
- **Do not use Discord for the organization, promotion, or support of violent extremism.** This also includes glorifying violent events, the perpetrators of violent acts, or similar behaviors.
- **Do not sexualize children in any way.** You cannot share content or links which depict children in a pornographic, sexually suggestive, or violent manner, including illustrated or digitally altered pornography that depicts children (such as lolicon, shotacon, or cub) and conduct grooming behaviors. We report illegal content and grooming to the National Center for Missing and Exploited Children.
 - We strongly discourage and may take action against vigilante behavior, as it can interfere with our investigation and ability to report to law enforcement.
- **Do not make adult content available to anyone under the age of 18.** You must be age 18 or older to participate in adult content on Discord. You must apply the age-restricted label to any channels or servers if they contain adult content or other restricted content such as violent content.
 - Do not use adult content in avatars, server banners, server icons, invite splashes, emoji, stickers, or any other space that cannot be age-restricted.

- **Do not share sexually explicit content of other people without their consent**, or promote the sharing of non-consensual intimate materials (images, video, or audio), sometimes known as revenge porn.
- **Do not share content that glorifies or promotes suicide or self-harm**, including any encouragement to others to cut themselves or embrace eating disorders such as anorexia or bulimia.
 - Self-harm threats used as a form of emotional manipulation or coercion are also prohibited.
- **Do not share real media depicting gore, excessive violence, or animal harm, especially with the intention to harass or shock others.**
- **Do not share content that violates anyone's intellectual property or other rights.**

Be Honest

- **Do not share false or misleading information (otherwise known as misinformation).** Content that is false, misleading, and can lead to significant risk of physical or societal harm may not be shared on Discord. We may remove content if we reasonably believe its spread could result in damage to physical infrastructure, injury of others, obstruction of participation in civic processes, or the endangerment of public health.
- **Do not coordinate or participate in malicious impersonation of an individual or an organization.** Satire and parody are okay.
- **Do not engage in activities intended to cause damage or gain unauthorized access to another user's account, network, or system.** This includes impersonating Discord staff, distributing malware, authentication token theft, phishing, DDOS, and other hacking or social engineering techniques.
- **Do not distribute or provide access to content involving the hacking, cracking, or distribution of stolen goods, pirated content, or accounts.** This includes sharing or selling game cheats or hacks.

Respect Discord

- **Do not use Discord to spam, manipulate engagement, or disrupt other people's experience**, including trying to influence or disrupt conversations using bots, fake accounts, multiple accounts, or other automation. This includes purchasing or selling methods of artificially increasing membership, such as via advertisements or botting.
- **Do not organize, promote, or engage in any illegal or dangerous behavior**, such as sexual solicitation, human trafficking, and selling or facilitating the sale of prohibited or potentially dangerous goods (firearms, ammunition, drugs, and controlled substances). These activities are likely to get you kicked off Discord, and may get you reported to law enforcement.
- **Do not abuse Discord products in any way**, such as selling or purchasing an account or server, or participating in fraudulent Nitro incentives or Boosting activities.
- **Do not use self-bots or user-bots.** Each account must be associated with a human, not a bot. Self-bots put strain on Discord's infrastructure and our ability to run our services. For more information, you can read our Developer Policies at <https://discord.com/developers/docs/policy>.
- **Do not mislead Discord's support teams.** Do not make false or malicious reports to Trust & Safety or Customer Support; send multiple reports about the same issue; or ask a group of users to report the same content or issue. These behaviors may result in action being taken on your account. If you see any activity that violates these guidelines, our Terms of Service, or our other policies, please report it to us in the Discord mobile app or by filling out this at <https://dis.gd/request>. These guidelines will continue to evolve over time. This means we may take action against a user, server, or content that violates the spirit of these guidelines when we encounter a new threat or harm that is not explicitly covered in the current version. We will always make our best effort to notify you when we update these guidelines, but it is up to you to follow the spirit of them: keep Discord safe and a place for everyone to belong. Thanks for doing your part.

Discord's Terms of Service

Effective: March 28, 2022

Last Updated: February 25, 2022

<https://discord.com/terms>

1. [Who we are](https://discord.com/terms#who-we-are) - <https://discord.com/terms#who-we-are>
2. [Age requirements and responsibility of parents and guardians](https://discord.com/terms#age-requirements-and-responsibility-of-parents-and-guardians) - <https://discord.com/terms#age-requirements-and-responsibility-of-parents-and-guardians>
3. [What you can expect from us](https://discord.com/terms#what-you-can-expect-from-us) - <https://discord.com/terms#what-you-can-expect-from-us>
4. [Your Discord account](https://discord.com/terms#your-discord-account) - <https://discord.com/terms#your-discord-account>
5. [Content in Discord's services](https://discord.com/terms#content-in-discord%E2%80%99s-services) - <https://discord.com/terms#content-in-discord%E2%80%99s-services>
 - [Your content](https://discord.com/terms#your-content) - <https://discord.com/terms#your-content>
 - [Discord's content](https://discord.com/terms#discord%E2%80%99s-content) - <https://discord.com/terms#discord%E2%80%99s-content>
 - [Other content](https://discord.com/terms#other-content) - <https://discord.com/terms#other-content>

6. [Software in Discord's services - https://discord.com/terms#software-in-discord%E2%80%99s-services](https://discord.com/terms#software-in-discord%E2%80%99s-services)
7. [Copyright - https://discord.com/terms#copyright](https://discord.com/terms#copyright)
8. [Discord's paid services - https://discord.com/terms#discord%E2%80%99s-paid-services](https://discord.com/terms#discord%E2%80%99s-paid-services)
9. [Restrictions on your use of Discord's services - https://discord.com/terms#restrictions-on-your-use-of-discord%E2%80%99s-services](https://discord.com/terms#restrictions-on-your-use-of-discord%E2%80%99s-services)
10. [Termination - https://discord.com/terms#termination](https://discord.com/terms#termination)
11. [Indemnity - https://discord.com/terms#indemnity](https://discord.com/terms#indemnity)
12. [Services "AS IS" - https://discord.com/terms#services-%E2%80%99Cas-is-%E2%80%9D](https://discord.com/terms#services-%E2%80%99Cas-is-%E2%80%9D)
13. [Limitation of liability - https://discord.com/terms#limitation-of-liability](https://discord.com/terms#limitation-of-liability)
14. [Settling disputes between you and Discord - https://discord.com/terms#settling-disputes-between-you-and-discord](https://discord.com/terms#settling-disputes-between-you-and-discord)
15. [More important stuff - https://discord.com/terms#more-important-stuff](https://discord.com/terms#more-important-stuff)
16. [Contacting each other - https://discord.com/terms#contacting-each-other](https://discord.com/terms#contacting-each-other)

Welcome! Discord is your place to talk and hang out. We're happy you're here. These terms set forth our legal obligations to each other. They apply to your use of our services. When we say "Discord," "we," "us," and "our" in these terms, we mean Discord Inc., its subsidiaries, and its related companies. When we say "services" in these terms, we mean Discord's services, apps, websites, and other products. When we say "you" or "your," we mean you. If you're accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and "you" and "your" will refer to that entity. We also have a [Privacy Policy](#), [Community Guidelines](#), and [other policies](#) that apply to your use of our services and are incorporated into these terms. You should read these policies—we've worked hard to make them simple and clear, and they contain important information about your use of our services. If you use our API, Discord's [Developer Terms of Service](#) and [Developer Policy](#) apply to that use. Discord's [Paid Services Terms](#) apply to any purchase you make through Discord. Together, these rules make Discord possible, and they matter to us. If you believe others aren't following them, please let us know: <https://dis.gd/report>. **IMPORTANT NOTE: The section titled "Settling Disputes Between You and Discord" contains an arbitration clause and class-action waiver that applies to all U.S.-based Discord users. Please read this section carefully as it may significantly affect your legal rights, including your right to file a lawsuit in court.**

Who we are

We provide services that allow you to interact with other Discord users and participate in public and private communities (or "servers"). Our services may also include access to certain software, features, and content that you can purchase from us or others. Discord's services are provided by Discord Inc. We're located at 444 De Haro Street #200, San Francisco, CA 94107, USA. If you reside in the European Economic Area or the United Kingdom, Discord Netherlands BV is the controller of your personal information as described in our [Privacy Policy](#). Discord Netherlands BV is located at Schiphol Boulevard 195, (1118 BG) Schiphol, the Netherlands, registered with the Dutch Chamber of Commerce with registration number 82229864.

Age requirements and responsibility of parents and guardians

By accessing our services, you confirm that you're at least 13 years old and meet the minimum age of digital consent in your country. We maintain a [list of minimum ages](#) around the world as a resource for you, but we aren't able to guarantee that it is always accurate. If you are old enough to access our services in your country, but not old enough to have authority to consent to our terms, your parent or guardian must agree to our terms on your behalf. Please ask your parent or guardian to read these terms with you. If you're a parent or legal guardian, and you allow your teenager to use the services, then these terms also apply to you and you're responsible for your teenager's activity on the services.

What you can expect from us

We're actively developing new features and products to improve Discord. As part of these efforts, we may add or remove features, start offering new services, or stop offering old services. While we try to avoid disruptions, we cannot guarantee that there will not be an outage or change to the services, and your content may not be retrievable due to such outages or changes. We are not liable for any such outages or service changes.

Your Discord account

To access the services on an ongoing basis, you will need to create a Discord account. You can provide a username and password, and a way of contacting you (such as an email address and/or phone number). To access certain features or communities, you may need to verify your account or add other information to your account. Our [Privacy Policy](#) discusses what information we collect and how we use this information in more detail. You are responsible for the security of your account, and you agree to [notify us](#) immediately if you believe your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Discord account and that you enable two-factor authentication. If your account is compromised, we may not be able to restore it to you. You are also responsible for maintaining the accuracy of the contact information associated with your account. If you get locked out of your account, we'll need to contact you at the email or phone number associated with your account, and we may not be able to restore your Discord account to you if you no longer have access to that email account or phone number. We may also assume that any communications we've received from your account or the associated contact information have been made by you. You agree not to license, sell, or transfer your account without our prior written approval.

Content in Discord's services

Your Content

When we say "your content" in these terms, we mean all the things you add (upload, post, share, or stream) to our services. This may include text, links, GIFs, emoji, photos, videos, documents, or other media. If we come up with another way for you to add content to the services, it includes that too. You don't have any obligation to add content to the services. If you choose to add content to the services, you are responsible for ensuring that you have the right to do so, that you have the right to grant the licenses in the terms, and that your content is lawful. We take no responsibility for any of your content, and we are not responsible for others' use of your content. Our services allow users to add content in a number of different ways, including via direct messages and in smaller and larger communities. Some of these spaces are public, and if you share content within them, that content may be accessed by people you do not know. For example, some servers are available in the Server Discovery section of the app and do not require an invite link to join. Other server owners may publish their server invite link on public websites. Anyone can access these spaces. You should be aware that these permissions are set by server owners or admins, and they may change over time. Please understand the difference between posting in public and private spaces on Discord, and choose the right space, features, and settings for you and your content. To understand how we treat your personal information, see our [Privacy Policy](#). Your content is yours, but you give us a license to it when you use Discord. Your content may be protected by certain intellectual property rights. We don't own those. But by using our services, you grant us a license—which is a form of permission—to do the following with your content, in accordance with applicable legal requirements, in connection with operating, developing, and improving our services:

- Use, copy, store, distribute, and communicate your content in manners consistent with your use of the services. (For example, so we can store and display your content.)
- Publish, publicly perform, or publicly display your content if you've chosen to make it visible to others. (For example, so we can display your messages if you post them in public servers.)
- Monitor, modify, translate, and reformat your content. (For example, so we can resize an image you post to fit on a mobile device.)
- Sublicense your content, to allow our services to work as intended. (For example, so we can store your content with our cloud service providers.)

This license is worldwide, non-exclusive (which means you can still license your content to others), royalty-free (which means there are no fees for this license), transferable, and perpetual. We reserve the right to block, remove, and/or permanently delete your content for any reason, including breach of these terms, our [Community Guidelines](#), our [other policies](#), or any applicable law or regulation. We [welcome feedback](#) on our services. By sending us feedback, you grant us a non-exclusive, perpetual, irrevocable, transferable license to use the feedback and ideas generated from the feedback without any restrictions, attribution, or compensation to you.

Discord's content

Our services include some content that belongs to us. You may use this content as permitted by these terms, but we retain all intellectual property rights in our content.

Other content

Other people's content. Our services might also provide you with access to other people's content. You may not use this content without that person's consent, or as allowed by law. Other people's content is theirs and doesn't necessarily reflect Discord's own views. Discord doesn't endorse or verify the accuracy or reliability of content shared by Discord users. We work hard to try to make Discord a safe, positive, and inclusive place, but cannot prevent you from encountering content that you may find objectionable or offensive. You agree we will not be liable for any harm caused by that content. You may [report content](#) that you think violates any of our policies. We have the right, but not the obligation, to review such reports and block or remove content at our discretion. Third party features and content. Our services may also allow you to access third-party websites, features, apps, or other content. We provide you access only as a convenience to you, and are not responsible for the content or services available from these websites or resources.

Software in Discord's services

License to our software. Some of our services allow you to download client software. So long as you comply with these terms, we grant you a worldwide, non-exclusive, personal, and non-assignable license to download, install, and run that software, solely to access our services. You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it. Although we are granting you this license, we retain any intellectual property rights we have in our software and services. Open source. Some of Discord's services [include software](#) subject to separate [open source license terms](#), and your use of those services are subject to your compliance with those license terms, when applicable. We encourage you to review them, as some licenses may explicitly override these terms. Third Party Software and Services. Our services may allow you to access apps, bots, or other products, features or services developed by third parties. It's your choice whether to use these products and whether to participate in Discord communities that incorporate these features, and you should review any terms and policies provided by the third party before doing so. The third party's terms and policies, and not Discord's, govern your use of these products or services. While these third party services do need to follow all policies that apply to them (which may include our [Community Guidelines](#), [Developer Terms of Service](#), and [Developer Policy](#)), Discord is not responsible for products developed by third parties.

Copyright

We respect the intellectual property of others and expect our users to do the same. See our [Copyright & IP Policy](#) for information on how to file a copyright complaint.

Discord's paid services

We won't charge you a fee to use the basic functionality of our services, but you may be able to pay for additional features and products. Discord's [Paid Services Terms](#) also apply to any purchase you make through Discord, and you may also be asked to agree to separate terms before purchasing or selling new offerings through Discord.

Restrictions on your use of Discord's services

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also adhere to our [Community Guidelines](#) and [other policies](#), which contain more detailed rules about your content and behavior when using Discord. Fundamentally, do not do, try to do, or encourage or help others to do any of the following:

- **Don't use the services to do harm to yourself or others.** Among other things, this includes trying to gain access to another user's account or any non-public portions of the services, infringing anyone else's intellectual property rights or any other proprietary rights, harassing, bullying, spamming, auto-messaging, or auto-dialing people through our services.
- **Don't use the services to do harm to Discord.** Among other things, this includes trying to gain access to or attacking our systems, scraping us, transmitting viruses or other malicious code to our services, abusing or defrauding us or our payment systems, copying our product or using our intellectual property without permission, and misusing our reporting or customer service mechanisms.
- **Don't use the services to do anything else that's illegal.** This includes using the services to commit any crime or infringe anyone's intellectual property rights.

We encourage you to [report content](#) or conduct that you believe violates these restrictions.

Termination

Your right to terminate. You're free to stop using Discord's services at any time and for any reason. You can delete your Discord account through the User Settings page in the Discord app. You can also disable your account, which restricts the processing of your personal information as described in our [Privacy Policy](#). Disabling your account does not terminate this agreement. Our right to terminate. Subject to applicable law, we reserve the right to suspend or terminate your account and/or your access to some or all of our services with or without notice, at our discretion, including if:

- You breach these terms, [our policies](#), or additional terms that apply to specific products.
- We're required to do so to comply with a legal requirement or court order.
- We reasonably believe termination is necessary to prevent harm to you, us, other users, or third parties.
- Your account has been inactive for more than two years.

However, we will give you advance notice if reasonable to do so or required by applicable law. You can appeal any enforcement action we take under these terms here: <https://dis.gd/request>.

Indemnity

If you are using the services on behalf of a business or legal entity and not in an individual capacity, then you will indemnify and hold Discord and its officers, directors, employees and agents harmless from and against any claims, liabilities, damages, and costs (including reasonable legal and accounting fees) related to (a) your access to or use of our services, (b) your content, or (c) your violation of these terms.

Services "AS IS"

We work hard to offer great services, but there are certain aspects that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, DISCORD, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LAWS OF CERTAIN JURISDICTIONS OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS. This warranty does not affect any consumer rights you might have under applicable law, including the legal guarantee in certain places such as the European Union that products and services must comply with this agreement and your rights in case of non-conformity of a product or service.

Limitation of liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN COUNTRIES WHERE THE BELOW TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT. THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE DO NOT CONFIRM THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK. IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, NEITHER DISCORD, ITS AFFILIATES, NOR OUR SUPPLIERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DISCORD OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY PROVIDED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BESIDES THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), DISCORD LIMITS OUR LIABILITY TO YOU TO THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID US IN THE THREE MONTHS BEFORE YOU FIRST ASSERT A CLAIM OR (B) \$100 (OR THE EQUIVALENT IN YOUR LOCAL CURRENCY). DISCORD ISN'T LIABLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DISCORD AND YOU. THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

Settling disputes between you and Discord

Informal resolution. Most disputes can be resolved informally, so if you have an issue with the services, let's consult with each other first. Before pursuing formal legal action, you agree to try to resolve a dispute with us informally by sending notice to disputes@discord.com. If you reside in the European Union, you may also be entitled to submit your complaint to the [European Commission's Online Dispute Resolution \(ODR\) Platform](#). ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court. **Governing law and jurisdiction.** The Federal Arbitration Act, federal arbitration law, and California law will apply to these terms and any disputes related to these terms or our services, regardless of conflict of laws rules. Any of these disputes that are not subject to arbitration will be resolved exclusively in the state or federal courts in San Francisco County, California, and you and Discord both consent to venue and personal jurisdiction in these courts. If you are a consumer residing in the European Union, this clause and these terms in general do not affect any mandatory consumer rights you may have under your local law, and all disputes arising in connection with the services and/or these terms shall be submitted to the exclusive jurisdiction of the court of Amsterdam, the Netherlands or, if you are a consumer, to a court closer to your domicile if in an EU Member State. **Agreement to arbitrate.** IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS: You and Discord agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Except for the circumstances described below, if we can't resolve a dispute informally, you and Discord agree to resolve any dispute or claim relating to these terms or our services through final and binding arbitration in the U.S. state where you reside. **Arbitration rules.** The arbitration will be conducted by a single arbitrator, governed by these terms and the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class or representative actions (the "JAMS Rules"). These terms will govern if there's a conflict between these terms and the JAMS Rules. The decision of the arbitrator will be in writing and binding on you and Discord, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Discord agree that dispositive motions will be allowed in the arbitration. Except as explicitly set forth in this arbitration section, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these terms of service, including, but not limited to any claim that all or any part of these terms of service are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator must follow these terms and can award the same damages and relief as a court. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Finally, if Discord's or your claim is for monetary relief of \$10,000 or less and doesn't request any equitable remedy, the party bringing the claim may, based solely on the documents submitted to the arbitrator, choose whether arbitration will be conducted through a telephonic hearing or by an in-person hearing under the JAMS Rules. The Streamlined Arbitration Rules governing the arbitration may be accessed at <https://www.jamsadr.com/> or by calling JAMS at (800) 352-5267. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. **Other remedies.** ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law. **Arbitration costs.** Discord will pay the additional cost if the arbitration filing fee exceeds the cost of filing a lawsuit provided your claim does not exceed \$75,000. For claims that do not exceed \$75,000, we'll also bear the cost of any arbitration fees, unless the arbitrator finds your claims, defenses, or other fee-generating activity to be conducted for an improper purpose or frivolous (under the standard set forth in Federal Rule of Civil Procedure 11). For claims above \$75,000, fees and costs will be determined in accordance with JAMS Rules. In all arbitrations, unless otherwise required by law or the JAMS Rules, you're responsible for all other additional arbitration costs incurred, including attorney's fees and expert witness costs. **Opt-out.** You can decline this agreement to arbitrate by emailing an opt-out notice to arbitration-opt-out@discord.com within 30 days of March 28, 2022 or when you first register your Discord account, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Discord also will not be bound by them. **Exceptions.** You or Discord may still pursue claims, if they qualify, in small claims court in San Francisco County, California, or any U.S. county where you live or work. The small claims court, and not any arbitrator or JAMS, shall have the exclusive authority to resolve disputes regarding whether a dispute is properly within the jurisdiction of a small claims court. Additionally, disputes concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of our services will not be subject to arbitration, and the informal notice required by this section won't apply to these disputes. **Class waiver.** IF YOU'RE A U.S. RESIDENT, YOU AND DISCORD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If this specific paragraph is found unenforceable, then the "Agreement to arbitrate" section will be null and void. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

More important stuff

You have certain rights that, by law, can't be limited by these terms, and we in no way intend to restrict those rights in these terms. **Entire agreement.** These terms cover the entire agreement between you and Discord for your use of our services. **Additional terms.** Where additional terms apply to our products or services, the additional terms will control with respect to your use of that product or service to the extent of any conflict with these terms. **Bug reporting.** We support the responsible reporting of security vulnerabilities. To report a security issue, please visit <https://discord.com/security>. **Export Control.** You agree to comply with all applicable import, export, and re-export control laws and restrictions, including but not limited to those of the European Union and its member states, the U.S. Department of Commerce Export Administration Regulations ("EAR") and economic sanctions maintained by the U.S. Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR"), and will not use the services to cause a violation of such laws or regulations. Further, you represent and warrant that you are not located in North Korea, on any government list of prohibited or restricted parties, or otherwise subject to equivalent restrictions, as specified in the laws and regulations listed above or in your country's laws. You may not download or use our services if you are located in a country or region subject to U.S. or E.U. government embargo (including Cuba, Iran, Syria, and the Crimea region) unless that use is authorized by the United States and other relevant authorities. **Waiver, severability, and assignment.** If you fail to follow these terms and we don't immediately act, that doesn't mean we're giving up any of our legal rights (such as acting in the future). If any part of these terms ends up being invalid or unenforceable based on a decision by any court or competent authority, the rest of these terms will not be affected. You may not assign these terms to anyone else without our written consent. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with our services. **Survival.** Any part of these terms that by their nature should survive after termination of these terms will survive. **Updates to these terms.** We may decide to update these terms (1) to reflect changes to our services or our business, (2) for legal or regulatory reasons, or (3) to prevent abuse on or of our services. If these changes materially affect your Discord use or your legal rights, we'll give you reasonable advance notice (unless the updates are urgent). If you continue to use our services after the changes have taken effect, it means that you agree to the changes. If you don't agree, you must stop using our services. **Apple App Store.** If you download the Discord app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you. Apple has no obligation to furnish any maintenance and support services with respect to the Discord app. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Discord app. Apple is not responsible for addressing any claims by you or any third party relating to the Discord app or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Discord app fails to conform to any applicable legal or regulatory

requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Discord app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Discord app.

Contacting each other

If you have any questions about these terms, please contact us at privacy@discord.com. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing messages, and we'll make it easy for you to opt out.