

Terms of Use

Brief Explanation

This legal documentation outlines the rules and guidelines using the app: a contract between the user and developer.

Definitions

For the purposes of these Terms of Use, the following terms shall have the following meanings:

- "Application" refers to Raijin, including all services and features offered through it.
- "User" refers to anyone who accesses or uses the Application.
- "Content" refers to any text, images, videos, audio, software, or other materials provided through the Application.

Terms Of Use

Application by Galen Cole was created for basic discord moderation services. These Terms of Use outline the limitations for the user's use of the application.

Acceptance Of Terms of Use

By accessing or using Application, you agree to be bound by these Terms of Use, as well as all applicable laws and regulations. If you do not agree with any part of these terms, you must immediately discontinue use of the application.

Age Requirement

If you are under the age of 18, you are unable to use this application. Any user accessing this site is assumed to be at least 18 years of age. Any user caught accessing this site under the age of 18 will result in immediate termination of your access to the application. A further review can be requested to restore access and confirm a user's age.

Binding Agreement

Your access to and use of the application constitutes your acceptance of and agreement to abide by these Terms of Use, which creates a binding legal agreement between you and Galen Cole. This applies to all users of the application, including but not limited to users who are visitors, registered users, and contributors of content.

Age Requirement

By using the application, you represent and warrant that you are at least the age of majority in your jurisdiction or have obtained the consent of your parent or guardian to use the application.

If you are under the age of majority and do not have such consent, you must not use the application.

Compliance with Laws

You agree to comply with all applicable local, state, national, and international laws and regulations in connection with your use of the application. Any unauthorized or illegal use of the application will result in immediate termination of your access to the application and may subject you to legal action.

Indemnification

You agree to indemnify, defend, and hold harmless Galen Cole, and its affiliates from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to your use of the application or violation of these Terms of Use.

Termination

We reserve the right to terminate or suspend your access to the application at any time, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms of Use. Upon termination, your right to use the application will immediately cease.

No Waiver

The failure of Galen Cole to enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms of Use will remain in full force and effect.

Severability

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Use of the App

You agree to use the application only for lawful purposes and in a way that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the application. Prohibited behavior includes harassing or causing distress or inconvenience to any other user, transmitting obscene or offensive content, or disrupting the normal flow of dialogue within the application.

User Responsibilities and Restrictions

Content

Provided

Any content provided by the application, including but not limited to text, graphics, logos, images, and software, is the intellectual property of Galen Cole or its licensors and is protected by applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the content solely for your personal, non-commercial use. Any use of the content not expressly authorized by these Terms of Use is prohibited.

You must obtain express written permission from Galen Cole for any use of the content that is not explicitly permitted by these Terms of Use. This includes, but is not limited to, reproduction, distribution, modification, or creation of derivative works from the content.

User-Generated

For policies regarding user-generated content, please refer to our https://tosauced.win/media/policies/discord/user_generated_content_policy.pdf (link to the policy).

User Accounts

To access certain features of the application, you may be required to create a user account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. Galen Cole will not be liable for any loss or damage arising from your failure to comply with this responsibility.

Disclaimers and Limitation of Liability

The application is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, about the operation of the application or the information, content, or materials included therein. To the fullest extent permissible by applicable law, we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

Use of the application in any manner not expressly authorized in the "Use of the App" section is not sanctioned by Galen Cole. In such cases, any damages caused to or by any third party, or to the user themselves, hold the executing user liable.

In no event shall Galen Cole be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of or inability to use the application, even

if we have been advised of the possibility of such damages. Our total liability to you for all claims arising from or related to the application shall not exceed the amounts paid by you to us for the specific service giving rise to such liability.

Force Majeure

Neither party shall be liable for any failure or delay in performance under these Terms of Use (other than for delay in the payment of money due and payable hereunder) for causes beyond their reasonable control, including, but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving our employees), computer failures, or denial of service attacks.

Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in Virginia to resolve any legal matters arising from these Terms of Use.

Limitation of Claims

Any cause of action you may have with respect to the application must be commenced within one (1) year after the claim or cause of action arises, or such claim or cause of action is barred.

Modifications and Updates to Terms of Use

Galen Cole reserves the right to modify, update, or replace these Terms of Use at any time, at its sole discretion. We may update these Terms of Use from time to time to reflect changes in our practices or for other operational, legal, or regulatory reasons. We will notify you of any significant changes by posting the new Terms of Use on our website or through the application. Any changes to the Terms of Use will be effective immediately upon posting the revised version on the application. It is your responsibility to review these Terms of Use periodically for any changes. Your continued use of the application following the posting of any changes constitutes your acceptance of those changes.

Entire Agreement

These Terms of Use, along with the Privacy Policy and any other legal notices published by Galen Cole, constitute the entire agreement between you and Galen Cole concerning the application. They supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and Galen Cole with respect to the application.

Assignment

You may not assign or transfer any rights or obligations under these Terms of Use without the prior written consent of Galen Cole. Galen Cole may assign or transfer its rights and obligations under these Terms of Use without restriction.

Contact Information

If you have any questions or concerns about these Terms of Use, please contact us at galenecole@gmail.com.