

Terms of Service Agreement for DataWise Discord

1. Introduction

Welcome to DataWise Discord, operated by DataWise, ("we", "our", or "us"). By accessing, purchasing, or using our software product, you agree to abide by the following terms and conditions. If you do not agree to these terms, please refrain from using our product.

2. License Grant

Upon your acceptance of these Terms and payment of applicable subscription fees, DataWise grants you a non-exclusive, non-transferable, revocable license to use the DataWise Discord for your personal or business purposes, subject to these Terms.

3. Subscription and Payment

3.1 The software is available on a subscription basis. You agree to pay the subscription fee at the rate applicable at the time of your subscription and any other charges incurred in connection with your use of DataWise Discord.

3.2 All payments are final. There will be no refunds or credits for any reason.

4. Restrictions

You may not:

- a) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the software;
- b) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the software;
- c) bypass, modify, defeat, or tamper with or circumvent any of the functions or protections of the software, unless explicitly allowed by law.

5. Termination

We reserve the right to terminate or suspend your subscription and access to the software without prior notice if you violate any provision of this Agreement or for any other reason we deem necessary.

6. Limitation of Liability

To the fullest extent permitted by applicable law, DataWise shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your use or inability to use the software; (b) any unauthorized access to or use of our servers and/or any personal information stored therein.

7. Warranty Disclaimer

DataWise Discord is provided "as is" and "as available" without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

8. Changes to the Terms of Service

DataWise reserves the right to modify these Terms of Service at any time. Your continued use of DataWise Discord after such changes will constitute your acceptance of the updated Terms.

9. Governing Law and Jurisdiction

This Agreement is governed by the laws of the United States, without regard to its conflict of law principles. You agree to submit to the personal jurisdiction of the courts located within the United States for any actions for which we retain the right to seek injunctive or other equitable relief in a

court of competent jurisdiction.

10. Miscellaneous

10.1 If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

10.2 No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

11. Contact

If you have any questions regarding these Terms of Service, please contact us at datawisebets@gmail.com.