

TERMS OF SERVICE

Effective Date by the time of purchase:

These Terms of Service (“Terms”) govern your access to and use of the Sigma Boys Discord group membership (the “Service”) provided by Bioflavour & Food GmbH (“Company,” “we,” “us,” or “our”). By purchasing a membership or accessing the Sigma Boys Discord group, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use or access the Service.

1. Provider Information

- Business Name: Bioflavour & Food GmbH
- Address: Roggenkamp 17, 27283 Verden, Germany
- Email: l.saric@menthol24.de

2. Description of the Service

The Sigma Boys E Com Discord group is an online community hosted on the Discord platform. When you purchase access (whether as a one-time fee or a recurring subscription, depending on the package chosen), you gain entrance to exclusive channels, discussions, and content provided by our team and/or community members. The price of membership may vary based on the package you select at the time of purchase.

3. Acceptance of Discord’s Terms

In addition to agreeing to our Terms, you must also comply with Discord’s Terms of Service and Community Guidelines. Any violation of Discord’s rules, our rules, or illegal activities within the Discord platform can result in immediate suspension or termination of your membership, without any refund.

4. Eligibility

You must be at least the age of majority in your jurisdiction to purchase and access the Service. By using the Service, you represent and warrant that:

1. You are legally capable of entering into a binding contract.
2. You have provided accurate and truthful information.
3. Your use of the Service does not violate any applicable laws or regulations.

5. Membership Fees and Payment

1. Fees: Membership fees are set out at the time of purchase. The specific price depends on the package you select.

2. **Payment:** You agree to pay all applicable fees in connection with the chosen package using the payment method we make available.
3. **Billing:** Depending on the product, fees may be one-time or recurring. If recurring, you authorize us or our third-party payment processor to automatically charge you at the established intervals (e.g., monthly or annually).
4. **Taxes:** You are responsible for any applicable taxes that may be imposed in your jurisdiction.

6. No Refund Policy

1. **All Sales are Final:** All purchases of the Sigma Boys Discord membership are non-refundable. By completing your purchase, you acknowledge and agree that you will not be entitled to any refunds or credits, including partial refunds for unused membership time.
2. **Exceptions:** In the rare event of a billing error (e.g., you were accidentally charged twice), please contact us at l.saric@menthol24.de. We will review such cases at our discretion.
3. **Local Laws:** If local laws or regulations in your jurisdiction provide for mandatory refund rights, those rights apply only to the extent they are required by law.

7. User Conduct

By accessing the Service, you agree:

1. **Compliance:** To abide by these Terms, Discord's Terms of Service, and all applicable laws.
2. **Respectful Behavior:** Not to harass, threaten, or bully other members. Hate speech, spam, and illegal content are strictly prohibited.
3. **No Misuse:** Not to disrupt the Service or engage in activities that harm the community or our reputation (e.g., sharing private content publicly without permission).
4. **No Unauthorized Sharing:** Not to distribute any exclusive Sigma Boys content, materials, or information outside of the Discord group without explicit authorization.

8. Intellectual Property

1. **Company Materials:** All content provided by us within the Sigma Boys Discord community (including text, graphics, videos, or other materials) is owned or licensed by Bioflavour & Food GmbH, unless otherwise stated. You may not reproduce, distribute, or create derivative works from our content without our express written permission.
2. **User-Generated Content:** You grant us a non-exclusive, worldwide, royalty-free license to use, display, and reproduce any content you share in the Sigma Boys Discord, for the purpose of operating, improving, or promoting the community.

9. Termination

1. **By the Company:** We reserve the right to suspend or terminate your access to the Service at any time, with or without notice, for violating these Terms, Discord's Terms of

Service, or engaging in prohibited or unlawful behavior. No refunds will be issued in such cases.

2. **By You:** You may discontinue use of the Service at any time. However, no refunds or credits will be provided for any unused portion of your membership.

10. Disclaimer of Warranties

The Service is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Service will be uninterrupted, error-free, or secure.

11. Limitation of Liability

To the extent permitted by law:

1. **Exclusion:** We shall not be liable for any indirect, incidental, consequential, or special damages, including loss of profits, even if we have been advised of the possibility of such damages.
2. **Maximum Liability:** Our total liability for any claim arising out of or relating to these Terms or the Service shall not exceed the amount you paid for the membership.

12. Indemnification

You agree to indemnify, defend, and hold harmless Bioflavour & Food GmbH, its officers, employees, agents, and affiliates from any claims, liabilities, damages, judgments, awards, losses, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to your use of the Service or any breach of these Terms.

13. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Germany, without regard to its conflict of laws principles. Any dispute arising from these Terms or the Service shall be brought exclusively in the competent courts located in Verden, Germany, and you consent to the jurisdiction of such courts.

14. Changes to These Terms

We reserve the right to modify or update these Terms at any time. In the event of material changes, we will provide notice (for example, by posting an announcement in the Discord server or via email). Your continued use of the Service after any such changes indicates your acceptance of the new Terms.

15. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

- Email: l.saric@menthol24.de
- Address: Bioflavour & Food GmbH, Roggenkamp 17, 27283 Verden, Germany

16. Entire Agreement

These Terms, together with our Privacy Policy (if applicable) and any additional guidelines or rules posted in the Sigma Boys Discord, constitute the entire agreement between you and Bioflavour & Food GmbH with respect to the Service and supersede all prior or contemporaneous communications.

BY PURCHASING ACCESS TO, AND/OR PARTICIPATING IN, THE SIGMA BOYS DISCORD GROUP, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THESE TERMS OF SERVICE, INCLUDING THE NO REFUND POLICY.