



# **Boomerang Terms of Service**

**How Boomerang governs your use of the service.**

Updated September 22, 2024

## Introduction

Please read these Terms of Service (“Terms”, “ToS”) which include the Privacy Policy located at [bmrq.app/privacy](https://bmrq.app/privacy) before accessing Boomerang’s services (“us”, “we”, “our”, “Boomerang”). These services include but are not limited to the use of our website and any subsequent domains or subdomains, conjointly referred to as the “website” or the “site”, the Boomerang Discord Bot (“the bot”, “bot”) and our API (“Application Programming Interface”, “API”). The site, bot and API are collectively known as the “service” or “services”. The services may expand at any time with or without prior notice at the sole discretion of Boomerang’s management team.

By accessing Boomerang's services, you agree to be bound by these Terms of Service. It is your responsibility to comply with any applicable local laws. These terms apply to all visitors, users, and others using Boomerang. We may modify these terms at any time, with or without notice. If you disagree with any part of these terms, do not use our services.

## Access to the Service

Boomerang reserves the right to suspend or terminate access to Boomerang services immediately, with or without prior notice, for any reason whatsoever. In the event that you are suspended or terminated from the service, you may not attempt to use the service in any other way. The suspension or deletion of your account(s) do not entitle you to claims of compensation, damages or reimbursement. We operate on a strict no-refund policy.

- Boomerang is not to be used by anyone under the age of 13
- Boomerang is not to be used for any purposes that are not in accordance with the law
- You are not to impersonate Boomerang or Boomerang Staff
- You are not to spam the service in an attempt to negatively affect it
- You are not to cause harm to the service in any way, shape or form
- You are not to spread misinformation or unconfirmed rumours about the service or staff
- Do not use Boomerang to, or in association, violate [Discord Terms of Service](#)
- Do not use automated tools or scripts to access or exploit Boomerang services

## Data Collection

Boomerang may collect your public user information for functionality reasons. This data includes but is not limited to your username, avatar, account ID, and guilds you are a member of. Additionally, Boomerang may also collect data for plugins/features of the service. Access can be revoked at any time through the “Authorised Apps” setting of your Discord account. To request all data related to your account be deleted, please email us via [legal@bmrq.app](mailto:legal@bmrq.app). Under no circumstances will we delete infraction data solely at the user’s request, as this data is retained for legal and operational purposes. The data collected for this plugin is public and non-sensitive.

## **Acceptable Use**

Users are responsible for making sure their use of Boomerang services violate no applicable law, regulations, or third-party rights. Therefore, we reserve the right to take any appropriate measure to protect our legitimate interests, including denying users access to the service or reporting users for abuse or misconduct to the appropriate authorities - such as judicial or administrative authorities - whenever users are suspected to be in violation of any laws, regulations or third-party terms.

## **External Resource Access**

Throughout our services, you may be redirected to or provided with resources owned and/or operated by third parties. We do not have any control over such resources and therefore are not liable for such resources. Further, we do not have control over the content and availability of such resources.

## **API Usage**

Users are permitted access to data relevant to either their account or the service via the Application Program Interface (API). Any use of the API, whether through this service or indirectly through a third party, is governed by these Terms of Service (ToS). Users bear full responsibility for any loss of data or damages that occur from use of the API. Although Boomerang reserves the right to modify API terms without notice, we aim to inform users of significant changes through relevant channels where possible.

## **Payments**

Boomerang is a paid service available for a fixed price of \$15 AUD. We currently accept one payment method for purchasing access, which is subject to change without prior notice. The Core Team reserves the right to modify payment methods and pricing at any time, including the introduction of alternative payment options not listed herein.

All purchases made through Boomerang are processed via Stripe. Please note that all sales are final, and refunds will not be provided under any circumstances.

For customers interested in bulk purchases, we offer a 20% discount on orders of three or more slots, subject to the discretion of the Core Team. To inquire about this offer, please contact us at [billing@bmrng.app](mailto:billing@bmrng.app).

## **Privacy Considerations**

We recommend reading [Stripe's Privacy Policy](#) before making a purchase with your relevant currency to fully understand how your data is handled.

## **Purchase Information**

When making a purchase, you may need to provide certain details such as your credit card number, expiration date, holder name, CVC, billing address, full legal name, phone number, and email. As mentioned earlier, we use Stripe for payment processing, and by submitting your information, you grant us the right to provide this information to Stripe in accordance with our privacy policy.

## **Payment Refusal or Cancellation**

We reserve the right to refuse or cancel your payment/order at any time. This may occur due to product or service availability, errors in product descriptions or pricing, errors in your order, or other reasons. If a product is mispriced and you've purchased it at the incorrect price using Stripe, we will reject your order and may refund the purchase amount. Additionally, we retain the right to refuse or cancel orders in cases of suspected fraud or unauthorised/illegal transactions.

## **Limitation of Liability**

We make no guarantees that Boomerang will always be safe, secure, bug-free, or functional without disruptions. We may suspend, discontinue, or otherwise modify any part of our services at any time. While changes may be made with or without notice, Boomerang strives to ensure minimal disruptions. Our liability is limited to the maximum extent permitted by law, and under no circumstances shall Boomerang be liable to you for any lost profits, revenue, information, or data.

## **Availability, Errors and Inaccuracies**

We are constantly updating the service and its offerings. At times, we may experience delays in updating information on or about the service. The information on or about the service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately or unavailable on the service. We cannot guarantee the accuracy or completeness of any information found on or about the service. Thus, we reserve the right to update or adjust information or correct errors, inaccuracies or omissions at any time with or without notice of any kind to our user base

## **Dispute Resolution**

In the event of any dispute or disagreement arising from the use of our services, both parties agree to engage in good faith negotiations to resolve the issue. If a resolution cannot be reached through negotiation within a reasonable period, both parties agree to submit the dispute to mediation by a neutral third party. The mediation process will be conducted in accordance with the rules and procedures agreed upon by both parties.

If mediation does not result in a resolution, any unresolved disputes shall be subject to binding arbitration under the rules of the Australian Centre for International Commercial Arbitration (ACICA), with all proceedings held in Australia. Each party shall bear its own costs related to the mediation and arbitration process, and the costs of the mediator and arbitrator shall be shared equally unless otherwise determined by the arbitrator.

## **Indemnification**

By using Boomerang services, you agree to indemnify and hold harmless Boomerang, its affiliates, and their respective officers, directors and agents from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your use of the service or your violation of these terms.

## **Severability**

If any provision of these Terms of Service is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these terms unenforceable or invalid as a whole. Any such provision shall be modified or interpreted to the extent necessary to make it enforceable and valid, and all other provisions of these terms shall remain in full force and effect.

## **Agreement Renewal**

These Terms of Service are subject to renewal at the discretion of Boomerang. Users will be notified of any changes to the terms, and continued use of the service after the effective date of the revised terms constitutes acceptance of the updated Terms of Service.

## **Governing Law**

These terms shall be governed by and construed in accordance with the laws of the state of Victoria, Australia. Any legal action or proceeding arising out of or related to these terms shall be brought exclusively in the state or federal courts located within Victoria, and you consent to the jurisdiction of such courts for any such action or proceeding.

## Software Access and Longevity

Users who acquire a slot, granting access to Boomerang, must comply with the ensuing terms, designed to prevent resale or unauthorised third-party distribution channels.

- **Transferability:** Transfers of slots to other users are at the sole discretion of the Core Team. Users who wish to transfer their slot must contact ModMail, and by transferring, forfeit all rights and privileges to access said slot.
- **Prohibition of Resale or Lease:** Users are prohibited from engaging in the resale or lease of their slot to any third party. This includes but is not limited to offering access to Boomerang in exchange for monetary payment, subscription fees, or any other form of compensation.

Further, Boomerang operates on the principle that slots are purchased for the lifetime of the bot rather than the individual user. This means that while users acquire access slots, they are tied to the ongoing operation of the Boomerang service itself.

## Disclaimer

Your utilisation of the Boomerang services is undertaken at your own risk. The services are presented on an "AS IS" and "AS AVAILABLE" basis, without any warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Boomerang, its subsidiaries, affiliates, and licensors do not provide any assurance that a) the services will operate uninterrupted, securely, or be available at any specific time or location; b) any errors or defects will be rectified; c) the services are free from viruses or other harmful components; or d) the outcomes derived from utilising the services will fulfil your requirements.

We, the team behind Boomerang, disclaim any liability to the maximum extent permitted by law. Under no circumstances shall Boomerang be held accountable for any lost profits, revenue, information, or data resulting from the use or inability to use our services. We reserve the right to suspend, discontinue, or modify any part of our services at any time, with or without notice.

## Contact

For inquiries pertaining to our Terms of Service or any other legal documents, please direct your questions to [legal@bmrng.app](mailto:legal@bmrng.app). We strive to respond within 72 hours; however, responses may take up to seven days. If you do not receive a response within that period, please reach out via our support server for further assistance.