

Terms of Use - Botim.Online

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These Terms of Use (the “**Terms**”) govern your (the “**User**” or “**you**”) relationship with **The Big Bots Project** (“**we**”, “**us**” or “**our**”) and set forth the terms and conditions under which you may install or use the services available through our Chrome and/or Firefox extension application (the “**Extension**”), whether access via computer or mobile device or as otherwise provided by **The Big Bots Project** (collectively, the “**Services**”).

PLEASE READ THE TERMS CAREFULLY BEFORE INSTALLING OR USING OUR EXTENSION. BY INSTALLING OUR EXTENSION OR USING OUR SERVICES, YOU EXPRESSLY INDICATE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS, AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE TERMS AND ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE HEREIN.

IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, DO NOT USE OUR SERVICES OR INSTALL THE EXTENSION. AS LONG AS YOU DO NOT CEASE USING THE EXTENSION OR ANY OF OUR SERVICES, YOU WILL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE TERMS.

PLEASE NOTE THAT OUR PRIVACY POLICY IS HEREBY INTEGRATED BY REFERENCE HEREIN AS AN INTEGRAL PART OF THESE TERMS OF USE. YOU MAY NOT USE THE SERVICES IF YOU DISAGREE WITH THE PROVISIONS OF THE PRIVACY POLICY.

For further details about how we collect, store, share and use information collected, please visit our privacy policy available at: <https://botim.online/privacy> ("**Privacy Policy**").

1. OUR SERVICES

- 1.1. The Big Bots Project offers a lightweight browser extension that help Users identify Social Media Accounts that are likely to be operated by Bots. It does so by utilizing complex algorithms to identify inorganic behaviour on the social graph and tagging the accounts involved.
- 1.1. Our Services are made available for your personal, non-commercial use only. The Big Bots Project, reserves the right to modify, suspend, remove, or disable user’s account and/or access to our Services, temporarily or permanently, at any time and from time to time, without prior notice, at our sole discretion. In no event will you have any claim, complaint or demand against the Big Bots Project for applying such changes or for failure incidental to such changes.
- 1.2. Our Services are not directed to individuals under 18 years of age. If you are under 18, you are strictly prohibited from using our Services. Accordingly, by installing our extension or using our Services, you expressly indicate that you are at least 18 years of age and that you have the right, authority and capacity to enter agree to and abide by these Terms.

- 1.3. By installing our extension or using our Services, you warrant that you are a human, and not a computer service or automated “bot”.
- 1.4. By installing our extension or using our Services, you warrant that you will use our Services only for lawful purposes. You undertake not to use the Extension or Services in violation of any applicable laws in your jurisdiction, including but not limited to privacy laws and defamation laws.
- 1.5. You shall not, for yourself or any third party: (i) sell, sublicense, assign, or transfer the Extension or Services, except as permitted under the Terms; (ii) decompile, disassemble, or reverse engineer the Extension or Services; (iii) use the Extension or Services in any unlawful, illegal or harmful manner; (iv) try to access, copy, modify or alter any source code or database of the Extension or as may be provided under the Services; or (v) shall not use any virus, trojan horse, worm or other malicious code in connection to the Extension or Services.
- 1.6. To take advantage of some features and capabilities, you may be granted a code, link, other identifier or be required to provide use us with certain information, such as your name, user name or Twitter handler, address, e-mail address, etc. through which you will be able to authenticate your identity. By doing so, you expressly permit us to access certain information from your profile on your social networking services like Facebook or Twitter, and we will use, store, process and disclose such information in accordance with our Privacy Policy (available at: <https://botim.online/privacy>).
- 1.7. You hereby warrant and represent that any information provided by you at the time of authentication and/or registration, if any, is complete, truthful and accurate, and you agree to ensure that such information is kept up to date.
- 1.8. You agree not to use the account, username, or password of another User at any time, or to disclose your account, username or password to any third party. Further, you acknowledge and agree that you are solely responsible for any use of your account and all activities occurring in connection with the use of your account.

2. LICENSES GRANTED TO USERS

- 2.1. Subject to your compliance with these Terms, we hereby grant you a limited, personal, non-transferable license to use our Extension on applicable devices that are under your control, in accordance with the terms and conditions hereunder and our Privacy Policy (<https://botim.online/privacy>)
- 2.2. You hereby grant to the Big Bots Project and its affiliates a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to modify, copy, distribute and incorporate into our Services (without attribution of any kind) any suggestions, feedback, enhancement request, recommendations, proposals, correction or other feedback or information provided by you.

3. TERMINATION OF SERVICES

- 3.1. The Big Bots Project may terminate your account immediately if you do not comply with the Terms.

- 3.2. Users may easily un-install the Extension at any time by following the steps described in the following link for firefox: <https://support.mozilla.org/en-US/kb/disable-or-remove-add-ons> and for chrome: https://support.google.com/chrome_webstore/answer/2664769?hl=en .
- 3.3. Notwithstanding the above, we may, at any time and at our sole discretion, refuse to offer access to or use of the Extension and Services to any User, and change its eligibility criteria at any time. This provision is void where prohibited by law and this right is revoked in such jurisdictions.

4. OWNERSHIP OF IP

- 1.9. The Extension is the exclusive property of the Big Bots Project and unless stated explicitly hereunder, nothing in the Terms shall be construed to grant you any rights or licenses in connection to the Extension or Services.
- 1.10. Some of our Services are offered under an open source license. Accordingly, there may be provisions in the open source license that expressly override some of the Terms hereof, and in those cases, these overriding provisions apply.

5. WARRANTY DISCLAIMERS

- 5.1. All information provided through our Extension and/or Services is for general information purpose only. Despite our efforts, the information and/or content contained and presented throughout our Services, may not be accurate, comprehensive, complete, updated or applicable in all respects at all times. Accordingly, we do not guarantee the accuracy of any information or content presented, including any output generated in connection with your use of the Big Bots Project Extension and/or Services.
- 5.2. We shall not be liable for any inaccuracies or omissions in the information or content presented, and any decisions you make based on information contained in the Extension or Services are your sole responsibility, and made at your sole risk.
- 5.3. USER HEREBY ACKNOWLEDGES AND AGREES THAT THE EXTENSION AND SERVICES, ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS”, ARE USED ONLY AT USER’S SOLE RISK, TO THE FULLEST EXTENT PERMISSIBLE BY LAW.
- 5.4. THE BIG BOTS PROJECT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THE EXTENSION AND/OR SERVICES (AND ALL CONTENT, INFORMATION, AND SOFTWARE), INCLUDING ANY IMPLIED WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, OR LACK OF VIRUSES. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL

OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

- 5.5. THE SERVICES OR ANY CONTENT PROVIDED THEREOF ARE PROVIDED FOR PERSONAL USE ONLY AND DO NOT PROVIDE OR CONSTITUTE PROFESSIONAL, TECHNICAL OR OTHER ADVICE AND MUST NOT BE RELIED UPON AS SUCH.
- 5.6. If you believe that your account has been mistakenly flagged or identified, please contact us immediately at: notabot@botim.online

6. INDEMNIFICATION

- 6.1. You agree to indemnify and defend the Big Bots Project from and against any and all claims alleged or asserted against the Big Bots Project, and all related charges, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or relating to: (a) any actual or alleged breach by you of any provisions of the Terms; (b) any misuse of the Extension and/or Services by you; (c) any actual or alleged violation by you of the intellectual property, privacy or other rights of a third party.

7. LIMITATIONS ON LIABILITY AND REMEDIES

- 7.1. The User assumes full, exclusive and sole responsibility for the use of and reliance on the Extension and/or Services, and acknowledge that any use of or reliance such Services is made entirely at the User's own risk.
- 7.2. THE BIG BOTS PROJECT'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH THE BIG BOTS PROJECT IS TO DISCONTINUE YOUR USE OF THE EXTENSION OR SERVICES. THE BIG BOTS PROJECT AND ITS AFFILIATES, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE (EVEN IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN) ARISING FROM YOUR USE OF THE PLATFORM AND/OR SERVICES. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR OPPORTUNITIES, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE BIG BOTS PROJECT HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE BIG BOTS PROJECT'S LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. USER ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE BIG BOTS PROJECT WOULD NOT BE ABLE TO OFFER THE EXTENSION OR THE SERVICES.

- 7.3. **If you are a resident of California:** You hereby waive your rights with respect to California Civil Code Section 1542, which says "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

8. MISCELLANEOUS

- 8.1. **Functionality.** You understand and acknowledge that the Extension and Services are currently in their testing stage, and are made available as a "Beta" version. This means that we have not yet completed development of our Services and that not all features are completely functional or available. Occasionally, some or all of our features and Services might not work at all. We are not obligated to provide any maintenance, technical or other support for the Extension or Services.
- 8.2. **Severability.** If any provision of the Terms is held unenforceable, then such provision will be severed or modified to reflect the parties' intention. All remaining provisions of the Terms shall remain in full force and effect.
- 8.3. **Choice of Law.** The Platform, Services and the Terms and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of the State of Israel.
- 8.4. **Mandatory Informal Dispute Resolution.** If you have any dispute with The Big Bots Project arising out of or relating to the Terms, you agree to notify us in writing with a brief, written description of the dispute and your contact information, and we will have thirty (30) days from the date of receipt within which to attempt resolve the dispute to your reasonable satisfaction. If the parties are unable to resolve the dispute through good faith negotiations over such thirty (30) day period under this informal process, either party may pursue resolution of the dispute in accordance with the arbitration agreement clause below.
- 8.5. **Electronic Communications and Signatures.** You agree to the use of electronic communication in order to enter into agreements and place orders, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Platform or Services. Furthermore, you hereby waive any rights or requirements under any applicable laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- 8.6. **Notices.** Users may give notices to the Big Bots Project at contact@botim.online