

VyperBot — Terms of Service

Last Updated: March 28, 2026 | Version: 0.1.0

Operated by OurPXi Studios | legal@ourpxi.dev

These Terms of Service are written in English. In the event of any conflict between language versions or interpretations, the English text shall prevail. This document is governed by the laws of the Republic of Costa Rica.

Table of Contents

1. Acceptance of Terms	1
2. Nature of the Service	1
3. Eligibility	2
4. Guild Administrator Responsibilities	2
5. Prohibited Use	2
5.1 Platform Abuse	2
5.2 Illegal and Harmful Conduct	3
5.3 Economy and Virtual Currency Abuse	3
6. Virtual Economy, Currency, and Leveling	3
6.1 No Real-World Value	3
6.2 No Ownership Rights	4
6.3 Guild-Specific Isolation	4
6.4 Wipe and Reset Rights	4
6.5 Exploit Forfeiture	4
6.6 Reporting Economy and Virtual Asset Violations	5
6.7 Gambling Disclaimer	5
7. Intellectual Property	6
8. Privacy and Data Processing	6
9. Discord Platform Relationship	6
10. Service Availability and Modifications	6
11. Termination of Access	7
12. Limitation of Liability	7
13. Indemnification	8
14. Applicable Law and Legal References	8
15. Changes to These Terms	9
16. Severability	9
17. Entire Agreement	10
18. Contact and Formal Notices	10
18.1 Formal Legal Contact	10
18.2 Support Server and General Contact	10

1. Acceptance of Terms

By inviting VyperBot to a Discord server (a “Guild”), using VyperBot as a User-Install application, accessing the VyperBot website, logging into the dashboard, or interacting with any part of the Application in any way, you (“the User”) agree to be bound by these Terms of Service (“the Terms”) in their entirety.

These Terms apply to all users of the Application, including Discord server administrators (“Guild Administrators”) who configure and deploy the Application within their servers, and to all end users who interact with the Application within those servers.

If you do not agree to these Terms, you must immediately remove the Application from any server you control, cease all use of the Application, and contact us at legal@ourpxi.dev to request deletion of any data we hold. Continued use constitutes ongoing acceptance.

Legal basis: Law No. 7472 (Ley de Promoción de la Competencia y Defensa Efectiva del Consumidor); general principles of contract under the Código Civil de Costa Rica.

2. Nature of the Service

OurPXi Studios is an unregistered, non-commercial project operated by individual developers. It is not a legal entity, corporation, or formally registered organization under the laws of the Republic of Costa Rica or any other jurisdiction.

The Application — comprising the Discord bot, web dashboard, public website, Discord OAuth integration, and associated databases and backend infrastructure — is currently provided free of charge. No paid features, subscriptions, or premium tiers are offered at this time. OurPXi Studios reserves the right to introduce paid features, subscriptions, or premium tiers in the future. Should paid features be introduced, affected users will be notified in advance and these Terms will be updated accordingly. Use of any free features of the Application does not create a commercial relationship, consumer transaction, or contract of sale between the User and the studio.

The Application is provided on an “as-is” and “as-available” basis. The studio makes no guarantees of continuous availability, error-free operation, or fitness for any particular purpose. Users rely on the Application entirely at their own discretion and risk.

3. Eligibility

To use the Application, you must meet Discord’s minimum age requirement of 13 years old, or the higher minimum age applicable in your jurisdiction. By using the Application, you confirm that you satisfy this requirement.

You must also comply with all of the following at all times:

Discord’s Terms of Service (discord.com/terms)

Discord’s Community Guidelines (discord.com/guidelines)

The laws of the Republic of Costa Rica and the laws of your own jurisdiction.

The studio reserves the right to verify eligibility and to deny or terminate access to any User who does not meet these requirements.

4. Guild Administrator Responsibilities

Guild Administrators who add the Application to a Discord server take on a specific set of responsibilities in addition to those of general Users.

- **Configuration Responsibility:** Guild Administrators are solely responsible for how they configure the Application within their server, including the enabling of logging, automoderation, economy, and leveling features, and for ensuring those configurations comply with applicable law and Discord's policies.
- **Member Notification:** Guild Administrators are responsible for informing their server members that the Application is in use and, where applicable, that features such as message logging or economy systems are active. The studio strongly recommends making the Application's Privacy Policy available to server members.
- **Economy and Leveling Governance:** Guild Administrators are responsible for how economy systems and leveling operate within their Guild, including any custom configurations, reward structures, or moderation of user behavior related to those systems.
- **Lawful Use:** Guild Administrators must ensure that their use and configuration of the Application does not violate any applicable laws or Discord's policies. The studio is not responsible for any misuse by Guild Administrators.

Legal basis: Law No. 8968 (data processing responsibilities); Discord Community Guidelines and Developer Terms of Service.

5. Prohibited Use

The following actions are strictly prohibited for all Users and Guild Administrators. Violations may result in immediate and permanent termination of access to the Application.

5.1 Platform Abuse

- **Raiding:** Using the Application to organize, coordinate, or assist in malicious attacks on Discord servers.
- **Spamming:** Using Application commands or features to flood channels, harass users, or generate excessive automated output.
- **Exploitation:** Attempting to find, test, exploit, or disclose vulnerabilities in the Application's code, infrastructure, or permission systems without prior written authorization from OurPXi Studios.
- **Unauthorized Automation:** Using external scripts, macros, selfbots, or unauthorized automated tools to interact with the Application in ways not intended by its design.

5.2 Illegal and Harmful Conduct

- **Illegal Acts:** Any use of the Application that violates local, national, or international law, including but not limited to laws governing privacy, intellectual property, fraud, harassment, or cybercrime.

- **Harassment:** Using any feature of the Application to harass, threaten, stalk, or harm any individual, in violation of Law No. 7476 (Ley contra el Hostigamiento Sexual en el Empleo y la Docencia) and general principles of Costa Rican law.
- **Impersonation:** Using the Application to impersonate OurPXL Studios, VyperBot, Discord staff, or any other person or entity.
- **Circumvention:** Attempting to bypass, disable, or interfere with the Application's security controls, access restrictions, or rate-limiting systems.

5.3 Economy and Virtual Currency Abuse

The following conduct is specifically prohibited in relation to any economy, currency, or leveling systems offered by the Application:

- **Real-Money Trading (RMT):** The sale, purchase, trade, or exchange of virtual currency, items, levels, or any other Application-issued virtual asset for real-world money, cryptocurrency, goods, or services of any kind, outside of systems explicitly provided within the Application, is strictly prohibited.
- **Exploit Farming:** Intentionally exploiting bugs, glitches, or unintended Application behavior to accumulate virtual currency, items, or experience points beyond normal operation.
- **Macro-Botting:** Using automated tools, macros, selfbots, or scripts to farm virtual currency or experience points in place of genuine user interaction.
- **Market Manipulation:** Coordinating with other users to artificially manipulate economy values, leaderboard standings, or reward distributions within a Guild.

Legal basis: Law No. 9048 — Articles 196 bis (Violación de Datos Personales) and 229 bis (Daño Informático) of the Código Penal (Law No. 4573), as reformed; Law No. 7476 (Ley contra el Hostigamiento Sexual en el Empleo y la Docencia); Discord Community Guidelines.

6. Virtual Economy, Currency, and Leveling

Virtual currency, items, and experience points issued by the Application have no monetary value and cannot be exchanged for real money or real-world goods under any circumstances.

6.1 No Real-World Value

Any virtual currency, coins, tokens, points, items, badges, or other virtual assets issued or tracked by the Application ("Virtual Assets") are purely functional elements of the Application's features. They have no monetary value, no exchange value, and cannot be converted into, redeemed for, or transferred as fiat currency, cryptocurrency, real-world goods, or services of any kind.

The studio makes no representation that Virtual Assets hold or will hold any value. No secondary market for Virtual Assets is recognized or supported by OurPXL Studios.

6.2 No Ownership Rights

Users do not own Virtual Assets. By interacting with the Application's economy or leveling systems, Users are granted a limited, non-exclusive, non-transferable, revocable license to use Virtual Assets solely within the Application and within the specific Guild in which they were earned.

OurPXi Studios retains full ownership of and rights over all Virtual Assets at all times. This license may be revoked at any time, for any reason, including but not limited to violations of these Terms, exploit abuse, or discontinuation of the Application.

6.3 Guild-Specific Isolation

All Virtual Assets, experience points, levels, and economy data are tied exclusively to the specific Guild in which they were earned or assigned. They are not transferable between different Discord servers and carry no value or standing outside the Guild in which they exist.

Guild Administrators are responsible for how the economy and leveling systems operate within their server, including any configurations, custom rewards, or policies they apply. The studio is not responsible for decisions made by Guild Administrators regarding Virtual Asset distribution or management within their server.

6.4 Wipe and Reset Rights

The studio reserves the right, at its sole discretion and without prior notice, to reset, modify, adjust, wipe, or permanently delete any or all Virtual Assets, balances, levels, or economy data for any of the following reasons, without limitation:

- Bug fixes or correction of exploited balances.
- Game balance adjustments or system redesigns.
- Seasonal resets or feature updates.
- Enforcement of these Terms following a violation.
- Discontinuation or significant restructuring of a feature.
- Any other operational reason deemed necessary by OurPXi Studios.

Guild Administrators may also reset economy or leveling data within their own server at any time using the tools provided by the Application. The studio is not liable for any data loss resulting from a Guild Administrator's decision to reset.

6.5 Exploit Forfeiture

Any Virtual Assets, currency, items, or experience points obtained through bugs, glitches, exploits, unauthorized automation (including macro-botting or selfbotting), or any other means not consistent with the Application's intended operation are subject to immediate removal without notice or compensation. The User's access to the Application may also be terminated.

6.6 Reporting Economy and Virtual Asset Violations

Violations of the virtual economy and experience point rules within a specific server — such as exploit farming, macro-botting, or RMT — may be reported through the official OurPXi Studios Support Server. Reports of this nature are treated as internal moderation matters and handled through the Support Server's standard reporting process.

Email contact via legal@ourpxi.dev is also technically available for such reports, but is reserved for formal legal notices, data rights requests, and matters requiring written record. Routine economy violation reports are best handled through the Support Server.

Upon receiving a report, OurPXi Studios may investigate the reported Guild through any or all of the following means, at the studio's sole discretion:

- Review of bot logs and server data associated with the Guild.

- Direct audit of the Guild using the Application's bot user.
- OurPXI Studios team members joining the reported Discord server.

Investigations may result in enforcement action under Section 11 of these Terms. However, the studio is under no obligation to act on any report, and in many cases a report may be resolved with a generic response or no action taken, at the studio's sole discretion.

6.7 Gambling Disclaimer

If the Application offers any features involving random rewards, loot mechanics, or games of chance (such as a "gamble" or "slots" command within an economy module), the following applies:

- Such features are provided for entertainment purposes only within the context of the Application's virtual economy.
- They do not constitute gambling, wagering, or games of chance as defined under applicable law, as no real-world monetary value is involved.
- They are not accessible to users in jurisdictions where even simulated gambling mechanics are restricted or prohibited. It is the User's responsibility to determine whether such features are permissible in their jurisdiction.
- Guild Administrators may disable these features within their server at any time.
- **Odds Disclosure:** Any feature involving random outcomes, loot mechanics, or games of chance must display the probability of each possible outcome to users before or at the point of interaction. Probabilities must be accurate, expressed as percentages or equivalent fractions, and kept up to date whenever odds are adjusted. Users are entitled to know the likelihood of obtaining any specific item, currency amount, or result before committing Virtual Assets to a random outcome.
- **Prohibition on Odds Manipulation:** Guild Administrators may configure the odds of random outcome features within limits provided by the Application. However, Guild Administrators are prohibited from configuring odds in a manner that is deceptive, undisclosed, or materially inconsistent with what is presented to users. Setting odds that are not reflected in the disclosed probabilities, or configuring outcomes designed to mislead users about their actual chances, constitutes a violation of these Terms and may result in termination of the Guild's access to the Application.

Reference: Costa Rican Ley de Juegos (No. 3), which governs games of chance for real money; these features are explicitly outside its scope as no real-world value is involved. Odds disclosure requirements reflect internationally recognized consumer fairness principles and Law No. 7472, Article 32 (fundamental consumer rights), which requires that users have access to accurate and sufficient information to make informed decisions in any transaction or interaction involving consideration of value.

7. Intellectual Property

The name "OurPXI Studios," the name "VyperBot," and all associated branding, logos, design assets, documentation, source code, and creative works are the intellectual property of the OurPXI Studios developers and are protected under Costa Rican Law No. 6683 (Ley de Derechos de Autor y Derechos Conexos).

Copyright protection arises automatically upon the creation of an original work under Law No. 6683, Article 1, and does not require registration or trademark filing. Article 13 of the same law protects the inalienable moral rights of authorship; Article 16 governs exclusive economic rights.

Nothing in these Terms grants any User a license to use OurPXI Studios' intellectual property. Unauthorized use may constitute infringement under Law No. 6683 and, where applicable, Articles 196 bis (Violación de Datos Personales) or 229 bis (Daño Informático) of the Código Penal as reformed by Law No. 9048.

8. Privacy and Data Processing

By using the Application, you also agree to OurPXI Studios' Privacy Policy, which forms an integral part of these Terms and governs all personal data processing associated with the Application.

The Privacy Policy describes in full what data is collected, for what purposes, how long it is retained, what third-party services process it (including Discord, Inc. and Cloudflare, Inc.), your rights under Costa Rican Law No. 8968, and how to exercise those rights.

The Privacy Policy is available at the Application's official website and support server.

Legal basis: Law No. 8968; Executive Decree No. 37554-JP.

9. Discord Platform Relationship

The Application operates on and through the Discord platform, owned and operated by Discord, Inc. OurPXI Studios is an independent developer and is not affiliated with, endorsed by, sponsored by, or in any way officially connected to Discord, Inc.

Discord, Inc. is not a party to these Terms and bears no responsibility for the Application or its operation. Any issues arising from Discord's platform, API availability, or policy changes are outside the studio's control and do not constitute a breach of these Terms.

The Application is developed in compliance with Discord's Developer Policy (discord.com/developers/docs/policies-and-agreements/developer-policy) and Developer Terms of Service (discord.com/developers/docs/policies-and-agreements/developer-terms-of-service). In the event of a conflict between these Terms and Discord's policies, Discord's policies take precedence with respect to conduct on their platform.

10. Service Availability and Modifications

The Application is provided on an "as-is" and "as-available" basis. The studio does not guarantee that the Application will be uninterrupted, error-free, secure, or available at any particular time.

- **Downtime:** The Application may go offline for maintenance, updates, or due to technical issues at any time and without prior notice.
- **Data Loss:** The studio is not responsible for the loss of any data, including but not limited to leveling statistics, economy balances, server configurations, or message logs.
- **Feature Changes:** The studio reserves the right to add, modify, restrict, make paid, convert to a premium tier, suspend, or permanently remove any feature of the Application at any time, without prior notice or liability. This includes the right to convert any currently free feature into a paid or limited feature, or to remove features entirely.
- **Discontinuation:** The studio may discontinue the Application entirely at any time. In such an event, OurPXI Studios will make reasonable efforts to provide advance notice via the support server.

11. Termination of Access

The studio reserves the right to permanently or temporarily suspend, restrict, or terminate access to the Application for any User or Guild, at any time, for any reason, and without prior notice. Grounds for termination include, without limitation:

- Violation of any provision of these Terms.
- Violation of Discord's Terms of Service or Community Guidelines.
- Conduct that threatens the security, stability, or integrity of the Application or its infrastructure.
- Abuse of Virtual Assets or economy systems, including exploit farming or real-money trading.
- Any action the studio reasonably determines to be harmful to other users, the Application, or OurPXI Studios.

The studio is not obligated to provide a reason for any termination decision. No compensation, refund, or restoration of data or Virtual Assets will be provided upon termination.

Where a termination arises from a report submitted through the Support Server (see Section 6.6), the studio may respond to the report with a generic reply or take no action at all, at its sole discretion. Submission of a report does not obligate the studio to investigate, act, or provide a detailed response. Reports submitted through the Support Server are not formal legal notices and do not create any legal obligation on OurPXI Studios.

12. Limitation of Liability

The Application is currently provided free of charge by an unregistered non-commercial project. Free access to any feature does not constitute a permanent entitlement. Read this section carefully.

OurPXI Studios is an unregistered, non-commercial project operated by individual developers. It is not a legal entity. To the fullest extent permitted by applicable law, no individual developer associated with OurPXI Studios shall be held personally liable for any claim arising from the use of, or inability to use, the Application.

OurPXI Studios and its individual developers expressly disclaim all liability for:

- Any interruption, suspension, or permanent discontinuation of the Application.
- Any loss, corruption, unauthorized access to, or deletion of data processed through the Application, including Virtual Assets, economy balances, server configurations, and message logs.
- Any direct, indirect, incidental, consequential, special, or punitive damages arising from use of or reliance on the Application.
- Any actions taken by Guild Administrators in configuring or operating the Application within their server.
- Any disruptions caused by third-party services, including Discord, Inc. or Cloudflare, Inc.
- Any disciplinary action taken against a User's Discord account by Discord, Inc. as a result of the User's own conduct.
- Any loss or forfeiture of Virtual Assets, whether due to a reset, wipe, exploit enforcement, or account termination.

Because the Application is provided as an unregistered, non-commercial project and is currently free to use, Users assume all risk associated with its use. In the event that paid features are introduced in the future, the studio's liability shall remain limited to the amounts actually paid by the User for the specific paid feature giving rise to the claim, to the maximum extent permitted by applicable law. The Application is provided without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

Nothing in this section limits any rights that cannot be waived under mandatory provisions of Costa Rican law.

Reference: General principles of civil liability under the Código Civil de Costa Rica; Law No. 9048, reforming Articles 196 bis (Violación de Datos Personales), 217 bis (Estafa Informática), and 229 bis (Daño Informático) of the Código Penal (Law No. 4573).

13. Indemnification

You agree to indemnify, defend, and hold harmless OurPXI Studios and its individual developers from and against any claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from or related to:

- Your use of or access to the Application.
- Your violation of any provision of these Terms.
- Your violation of Discord's Terms of Service or Community Guidelines.
- Any harm you cause to other users through your use of the Application.
- Any abuse of Virtual Assets, economy systems, or exploit conduct on your part.

This indemnification obligation applies to Guild Administrators in respect of the configuration and management of the Application within their server.

14. Applicable Law and Legal References

These Terms of Service are governed by and construed in accordance with the laws of the Republic of Costa Rica. The following legal instruments are directly relevant to these Terms:

- **Law No. 8968:** Ley de Protección de la Persona frente al Tratamiento de sus Datos Personales — data protection law; incorporated by reference through the Privacy Policy.
- **Executive Decree No. 37554-JP:** Implementing regulations for Law No. 8968.
- **Law No. 6683:** Ley de Derechos de Autor y Derechos Conexos — Articles 1 (automatic protection), 13 (moral rights), and 16 (economic rights) protect OurPXI Studios' original works.
- **Law No. 9048:** Ley de Delitos Informáticos — reforms the Código Penal (Law No. 4573) to add Articles 196 bis (Violación de Datos Personales), 217 bis (Estafa Informática), and 229 bis (Daño Informático), governing unauthorized data access, computer fraud, and system damage respectively.
- **Law No. 4573:** Código Penal — Articles 196 bis, 217 bis, and 229 bis as reformed by Law No. 9048 are the primary cybercrime provisions applicable to misuse of the Application.

- **Law No. 8642:** Ley General de Telecomunicaciones — Article 6 establishes the principle of privacy of information; Articles 42 and 43 govern security and data treatment obligations, applicable to message logging features.
- **Law No. 7472:** Ley de Promoción de la Competencia y Defensa Efectiva del Consumidor — Articles 32 (fundamental consumer rights) and 34 (merchant obligations) apply upon introduction of any paid features or commercial transactions.
- **Law No. 9635:** Ley de Fortalecimiento de las Finanzas Públicas — Article 4 defines taxable digital service providers; Article 10 establishes the 13% IVA rate on digital services. Not currently applicable; will apply upon introduction of paid digital services to Costa Rican residents.
- **Law No. 7476:** Ley contra el Hostigamiento Sexual en el Empleo y la Docencia — anti-harassment principles applied to community conduct standards within the Application.
- **Ley de Juegos (No. 3):** Governs games of chance for real money; explicitly inapplicable to the Application's virtual economy features as no real-world value is involved.

15. Changes to These Terms

The studio reserves the right to modify these Terms at any time. When changes are made, the “Last Updated” date and version number at the top of this document will be revised. Material changes will be communicated via the Application's support server, the dashboard, or other reasonable means with reasonable advance notice where practicable.

Your continued use of the Application following the publication of updated Terms constitutes your acceptance of those changes. If you do not agree with a revised version of the Terms, you must stop using the Application and may contact us to request deletion of your data.

16. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed from these Terms if modification is not possible. The remaining provisions shall continue in full force and effect.

17. Entire Agreement

These Terms of Service, together with the Privacy Policy (incorporated herein by reference), constitute the entire agreement between you and OurPXI Studios regarding your use of the Application. They supersede all prior agreements, representations, warranties, or understandings of any kind between you and OurPXI Studios relating to the Application.

18. Contact and Formal Notices

18.1 Formal Legal Contact

For all formal legal notices, DMCA or copyright complaints, data rights requests (ARCO), formal complaints, and any matter requiring written legal record, email is the sole valid and recognized channel of formal communication with OurPXI Studios:

Legal and Privacy Contact: legal@ourpxi.dev

Communications submitted through any other channel, including the Support Server, Discord direct messages, or social media, do not constitute formal legal notices and create no legal obligations on OurPXI Studios regardless of their content.

OurPXI Studios will acknowledge receipt of any formal legal request or notice within 5 (five) business days and will provide a substantive response or complete the applicable action within 30 (thirty) calendar days of receipt.

18.2 Support Server and General Contact

The OurPXI Studios Support Server (linked on the Application's website) is available for general support, feature feedback, bug reports, and reporting of virtual economy or Virtual Asset violations as described in Section 6.6. Communications through the Support Server are informal and do not constitute formal legal notices.

Complaints or reports submitted via the Support Server may be reviewed at the studio's discretion and may receive a generic reply or no response. The Support Server is not a channel for formal legal correspondence.