## **SCNX Service Provider** Agreement

#### **A** TRANSLATION

We've translated this document into English for your convenience. This translation is for informational purposes only, and the definitive version of this page is the German version.

### Service Provider Agreement Regarding the Use of Bots on SCNX

Last Updated: May 2, 2025

This Service Provider Agreement (hereinafter also referred to as the "Agreement") constitutes a legally binding contract between the end user (hereinafter also referred to as "Customer," "User"), i.e., you (hereinafter also "You," "Your"), and ScootKit UG (haftungsbeschränkt), registered in the Commercial Register of Munich under registration number HRB 296162 (hereinafter also referred to as the "Operator," "ScootKit," "we," "us"). The address, other legal information, and contact details can be found in our Legal notice.

This Agreement governs your use of our service SCNX (hereinafter also referred to as the "Platform" or "Service"), in particular the creation, operation, and management of customizable software (hereinafter "Bots") that interacts with the developer interface of the third-party provider Discord Inc. (hereinafter "Discord").

By using our services, you agree to this Service Provider Agreement in addition to our Terms of Service.

The Operator reserves the right to change or update these agreements at any time. This is usually done to ensure compliance with amended laws, to implement requirements of thirdparty providers, or to improve our services. We will inform you via a contact method you provided (usually by email or upon your next login to our service) if a change occurs. If you do not object to the changes within 30 calendar days of notification, you automatically agree to the changes.

### **Compliance with SCNX Terms of Service**

By agreeing to this Agreement, if not already done, you also agree to our Terms of Service, which include information on your use of our service, payment agreements, our liability, and other important aspects. Please also read this Agreement carefully.

If you violate these Terms of Service, we reserve the right to terminate your access in accordance with our Terms of Service and, if necessary, take further legal action.

# Compliance with Discord Terms of Service and Developer Policies

If you create bots on our platform that interact with the third-party service Discord, you must comply with the Discord Developer Terms of Service (hereinafter "Discord Developer Terms of Service") and the Discord Developer Policy (hereinafter "Discord Developer Policies"). Please read these agreements carefully.

It is your responsibility to ensure that when using our platform and any bots you create and manage on our platform, you fully comply with the Discord Developer Terms of Service and Discord Developer Policies.

When using our service, pay particular attention to ensuring that

- created bots may not be used for abuse, harassment, or spam, and
- data processed, received, or used by your bot may not be transmitted, collected, or stored in a manner that violates the Discord Developer Terms of Service.
- neither you nor bots created by you circumvent Discord platform restrictions or imitate other users or services.

If you violate the Discord Developer Terms of Service, we will terminate your access in accordance with our Terms of Service and report the violations to Discord.

## "Service Provider" according to Discord Developer Policies

By using SCNX, you agree that SCNX acts fully on your behalf and at your direction as a **Service Provider**, as described in the Discord Developer Terms of Service. In this section, terms like

"App" are used as described in Discord's Developer Terms of Service.

- SCNX will use the Discord Developer Interface ("Discord API") and data obtained through it ("API Data") only in your name and on your behalf, and only to enable you to develop or operate your bot or application.
- SCNX will **never use API Data for purposes other than operating your bot according to your instructions**. In particular, we will not use the data for our own purposes.
- You agree that **you are fully responsible for all actions of your bots**. You are solely liable for any violations of the Discord Developer Policy and are the sole contracting party with Discord Inc. with respect to these Apps.
- If you stop using our services, you are obligated to inform us so that we can immediately cease all Discord API usage carried out by us in your name and on your behalf. We will also immediately and completely delete all API Data that we have obtained through your use.

  You can easily inform us via our platform; please follow these instructions to do so.

This section is intended in particular to clarify that the Operator meets the requirements of a "Service Provider" as defined in the Discord Developer Terms of Service.

Upon request, the Operator will also confirm the regulations mentioned in this section to you in writing.

#### **Termination**

You have the right to terminate your account with us and cease using our services at any time. To terminate these agreements, either use the provided dashboard function or contact us in writing by email at legal@scootkit.com. You may not use SCNX if you object to this Agreement.

In accordance with applicable law, we reserve the right to restrict or terminate your account and your access to some or all of our services, with or without notice and at our sole discretion, for any reason. In particular, the following reasons, not previously mentioned, may lead to this:

- You violate this Agreement, our Terms of Service, the Discord Developer Terms of Service, or other applicable agreements with the Operator.
- You misuse our platforms or use our platforms or created software to violate or circumvent applicable laws or third-party rights.
- We are obligated to do so to comply with a legal requirement or a court order.
- The Operator assesses, in its sole discretion, that termination is necessary to prevent harm to you, us, other users, or third parties.

Upon termination, we will immediately delete all Discord API data as described in the previous section. In addition to these regulations, the regulations described in the "Kündigung und Deaktivierung" section of our Terms of Service also apply.

We will notify you of such measures in advance, unless there is a reasonable concern or applicable law prohibits it.

#### **General**

- **Governing Law**: The law of the Federal Republic of Germany shall apply exclusively, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods, to all legal relationships between the provider and the user; the place of jurisdiction is Munich.
- Severability Clause: Should individual provisions of this Agreement be or become invalid or unenforceable, the validity of the remaining provisions of the Agreement shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible in factual, legal, and economic terms to the terms and conditions as a whole and the other contractual agreements. The foregoing provisions shall apply mutatis mutandis in the event that this Agreement proves to be incomplete.

If you have any questions about these regulations, please contact us at legal@scootkit.com.

Thank you for using ScootKit products and for reading this legal document.

The terms used are not gender-specific.