

KERVAK TECHNOLOGIES

Kervak Community Control

Terms of Service

Effective date: 14 August 2026

These Terms govern installation, activation, purchase, and use of the Kervak Community Control Discord bot and hosted dashboard.

1. Agreement

By installing, activating, purchasing, or using Kervak Community Control for a Discord server, the accepting server owner or administrator confirms that they have authority to accept these Terms on behalf of that community or organization.

2. The Service

Kervak Technologies provides a shared Discord bot and hosted management dashboard. Available features, usage limits, transcript retention, support levels, and customization options depend on the customer's selected plan.

Features, limits, integrations, and availability may be changed with reasonable notice when necessary for security, compatibility, legal compliance, or service improvement.

3. Customer Responsibilities

Customers are responsible for:

- Configuring Discord roles, channels, and permissions safely.
- Ensuring only authorized staff can access management features.
- Supervising actions performed by their staff.
- Providing members with appropriate privacy and data-use notices.
- Protecting Discord accounts and dashboard sessions.
- Complying with applicable laws, Discord's Terms of Service, Developer Policy, and Community Guidelines.
- Reviewing exported data and backups before storing or sharing them.

Customers must not use Kervak to:

- Facilitate illegal activity.
- Harass, threaten, exploit, or discriminate against users.
- Collect passwords, bot tokens, API keys, payment-card information, or unnecessary identity documents.
- Circumvent subscription limits or access restrictions.
- Interfere with, exploit, reverse-engineer, or attack the service.
- Distribute malware, spam, raids, or automated abuse.
- Violate another person's privacy or intellectual-property rights.

4. Subscriptions and Payments

Paid plans are processed through Stripe and renew automatically until cancelled. Prices, billing periods, taxes, plan limits, and included features are displayed before purchase. Customers can manage payment methods, invoices, plan changes, and cancellations through the billing portal.

Cancelling prevents future renewals but does not normally provide a refund for an already-started billing period unless required by law or approved under a published refund policy. Chargebacks should not be used as a replacement for contacting Kervak support about a billing problem.

Complimentary, trial, beta, or promotional access may have additional limits, has no cash value, may be changed or withdrawn, does not guarantee continued free access, and may be converted to a paid plan only with the customer's authorization.

5. Availability and Maintenance

Kervak Technologies will use reasonable care to operate and maintain the service. However, uninterrupted or error-free availability is not guaranteed.

Availability may be affected by planned maintenance, Discord outages or API changes, Railway or database incidents, network failures, security threats, emergency maintenance, or legal requirements. Where practical, important incidents and planned maintenance will be communicated through the public status or incident centre.

6. Suspension and Removal

Kervak Technologies may restrict, suspend, or remove access when reasonably necessary because of non-payment, a security threat, a compromised account, prohibited or unlawful use, attempts to bypass plan limits, abuse of Kervak or other customers, a legal requirement, or conduct that may seriously damage the service or another community.

Reasonable notice will be provided where practical. Immediate action may be taken when necessary to protect users, infrastructure, Discord, or the public.

7. Customer Data and Privacy

Customers retain responsibility for their community content and configuration. Kervak processes information necessary to provide enabled features, including server configuration, tickets, moderation records, applications, staff records, audit events, subscription records, and authorized administrator actions.

The use of personal data is further explained in the Kervak Privacy Policy. Customers are responsible for selecting suitable retention options and responding to requests relating to data they control. Kervak does not sell customer or member data and does not use it for targeted advertising.

8. Backups, Exports, and Rollbacks

Backups and configuration snapshots support disaster recovery and administrative recovery. They are not guaranteed to contain every record and are not a substitute for customer exports of important information.

Customers must review rollback and restore operations carefully. Restoring an older configuration or backup may replace newer settings or data. Kervak is not responsible for losses caused by an administrator-authorized deletion, migration, restore, rollback, configuration change, or permission change, except where liability cannot legally be excluded.

9. Third-Party Services

Kervak depends on services operated by third parties, which may include Discord, Stripe, Railway, and database or infrastructure providers. Use of those services may also be governed by their respective terms and privacy policies. Kervak Technologies is not responsible for an outage, restriction, policy decision, account action, or service change controlled by a third party.

10. Beta Features

Beta, preview, experimental, and early-access features may be incomplete, changed, interrupted, or removed. Beta testers should not use experimental features as the only copy of important information and are encouraged to report errors, security concerns, and unexpected behavior through the official support server.

Feedback may be used to improve Kervak, but ownership of a user's original content remains with that user.

11. Intellectual Property

Kervak Community Control, its dashboard, branding, documentation, source code, designs, and service systems remain the property of Kervak Technologies or their applicable licensors.

Purchasing a subscription grants the customer a limited, non-exclusive, non-transferable right to use the hosted service. It does not transfer ownership of the bot, source code, platform, or branding.

12. Disclaimer and Liability

The service is provided with reasonable operational care, but no guarantee is made that it will meet every customer requirement or prevent every moderation, security, or data-loss incident.

To the maximum extent permitted by law, indirect, incidental, special, or consequential losses are excluded; Kervak Technologies is not responsible for actions performed by customer staff or administrators; and aggregate liability is limited to the amount paid for the affected service period. These limitations do not apply where liability cannot legally be limited or excluded.

13. Termination

Customers may stop using the bot and cancel their subscription at any time. After termination, access to paid features may end immediately or at the end of the paid billing period. Tenant data may be retained temporarily for recovery, disputes, security, legal obligations, or deletion processing before being permanently removed.

Customers should export important records before terminating the service.

14. Changes to These Terms

These Terms may be updated to reflect service, legal, security, billing, or policy changes. Material changes will be identified through a new effective date or terms version. Administrators may be required to accept updated Terms before continuing to manage their server.

15. Contact

Commercial, billing, support, privacy, and legal questions should be submitted through the official Kervak support server or the support email displayed on the Kervak website and dashboard.

This document should be reviewed for the laws applicable to Kervak Technologies and its customers before public commercial launch.