

ELKNAR INDUSTRIES LLC

DISCORD BOT TERMS OF SERVICE

Last Updated: March 19, 2026

These Terms of Service ("Terms") govern access to and use of the Discord bot (known as "Whisper") and related services (the "Service") operated by Elknar Industries LLC, a Utah limited liability company ("Elknar Industries", "we", "us", or "our").

By installing, enabling, purchasing, or using the Service, you agree to these Terms. If you do not agree, you must not use the Service.

1. Service Audience

The Service is provided exclusively to Discord server owners and administrators (each, a "Customer"). Individual end users participating in voice channels are not customers of Elknar Industries and have no contractual relationship with Elknar Industries.

2. Eligibility

You represent that you have authority to bind the Discord server and that use of the Service complies with U.S. federal law, Utah law, and Discord's age requirements.

3. Service Description

The Service enables real-time voice transmission between Discord voice channels, including across servers. Elknar Industries does not originate, store, monitor, or review transmitted content.

4. No Content Responsibility

All transmitted voice content is user-generated. Elknar Industries disclaims all responsibility and liability for such content.

5. Limited License to Transmit

You grant Elknar Industries a limited license to process and transmit voice data solely to provide the Service in real time. No storage, reuse, or training is permitted.

6. Fees and Purchases

The Service may be offered via free, subscription-based, or lifetime access tiers. Fees are non-refundable unless required by law.

7. Prohibited Conduct

You may not reverse engineer the Service, share licenses, bypass restrictions, or misuse the Service.

8. Platform Dependency

The Service operates within Discord and is subject to Discord's terms and policies. Elknar Industries is not responsible for Discord platform actions or outages.

9. Termination

Elknar Industries may suspend or terminate access at any time.

10. Disclaimers

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

11. Limitation of Liability

Elknar Industries' total liability shall not exceed the lesser of \$100 or the amount paid by you in the prior 12 months.

12. Indemnification

You agree to indemnify and hold harmless Elknar Industries from claims arising from your use of the Service.

13. Arbitration and Class Action Waiver

Disputes shall be resolved by low-cost binding arbitration following an informal resolution attempt. Claims must be brought individually.

14. Governing Law

These Terms are governed by Utah law.