

**FussBot reached it's end of life.
DEVELOPMENT HAS BEEN CANCELED AND IT
WILL RECEIVE NO FURTHER UDPATES.**



FussBot – Terms of Service
Version published on 21.05.2018

- 1. General 3
 - 1.1 End User License Agreement 3
 - 1.2 Restrictions 3
 - 1.3 Disclaimer 3
 - 1.4 Security 3
 - 1.5 FussBot Branding 3
- 2. Main FussBot Website..... 4
 - 2.1 Privacy Policy 4
 - 2.1.1 Usage of gathered data 4
 - 2.1.2 Do you share any information with outside parties? 4
 - 2.1.3 Children’s Online Privacy Protection Act Compliance 4
 - 2.1.4 Usage of Google Analytics 4
 - 2.1.5 Information about Cookies 5
 - 2.1.6 Contact via E-mail 5
- 3. FussBot Application..... 5
 - 3.1 Privacy Policy 5
 - 3.1.1 General Data Usage 5
 - 3.1.2 Usage of Google Analytics 5
 - 3.1.3 YouTube Login 5

- 3.1.4 Twitch Login 6
- 3.1.5 Patreon Login 6
- 3.1.6 Streamlabs Login..... 6
- 3.1.7 Spotify Login..... 6
- 3.2 Usage of YouTube API 6
- 3.3 FussBot Updates 6
- 3.4 Usage of third party libraries / Nuget packages 6
 - 3.4.1 Discord.Net..... 7
 - 3.4.2 Extended WPF Toolkit 7
 - 3.4.3 Google Analytics SDK 7
 - 3.4.4 Mahapps.Metro 7
 - 3.4.5 Material Design in XAML Toolkit..... 7
 - 3.4.6 Newtonsoft.JSON..... 7
 - 3.4.7 WebSocket4Net 7
 - 3.4.8 SpotifyAPI-Net..... 7
- 5. Contact Information 7
- 6. Severability clause..... 8

1. General

This sections applies to all of our services, whether its FussBot application itself, any of its connected services or our websites.

1.1 End User License Agreement

Please read this license agreement carefully before using FussBot, any of its connected services or clicking the “I agree“ button during installation of FussBot. By using our services you agree to be legally bound by these terms. If you do not agree to be legally bound by all of the following terms then please do not access and/or use FussBot or any of its services. We may change these terms of use at any time and we’ll do our utmost in informing you, though it would be prudent to review this regularly yourself as your continued usage of FussBot.

1.2 Restrictions

You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit FussBot or make FussBot available to any third party. You are not allowed to modify FussBot binaries in any form. This restriction refers to all binary files of FussBot, however, you are allowed to share and sell modifications you made to html or css templates shipped with FussBot. Additionally, you are not allowed to exploit FussBot application, forum or application by trying to or using features that are only available to paying customers.

1.3 Disclaimer

FUSSBOT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

1.4 Security

We do our best to protect your content from hackers and only provide access to viewers that are allowed to view the content that they want to view. We cannot guarantee that Fussbot application or website you are viewing website is compatible with your system / computer. You are using it at your own risk. You are responsible for the security of your system, we cannot guarantee FussBot free of viruses, wormes and trojan horses if hackers manipulated our sites.

1.5 FussBot Branding

All original content of FussBot like pictures on the website, the software itself, logos etc. is protected by copyright and property laws and thus you are not allowed to copy and redistribute them yourself without permission. This (of course) does not apply to any content that is yours like forum posts, pictures that you uploaded, content made by you on your streamer website etc. You grant us the right to display these contents on our site until you decide to delete them. Images and content that isn’t original by FussBot is marked as such.

2. Main FussBot Website

This section refers to the use of FussBot's general website which can be accessed via the url: <https://fussbot.io>.

2.1 Privacy Policy

Usage of our website is generally possible without entering any personal information. All data that is collected is listed below. Your personal information will not be shared with anybody else. This data privacy policy applies only to our web pages. If links on our pages route you to other pages, please inquire there about how your data are handled in such cases.

2.1.1 Usage of gathered data

Any of the information we collect from you may be used in one of the following ways:

- To assure continuous operation of FussBot for example by preventing abuse of API quota

2.1.2 Do you share any information with outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our site, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety.

2.1.3 Children's Online Privacy Protection Act Compliance

Our site, products and services are all directed to people who are at least 13 years old or older. If this server is in the USA, and you are under the age of 13, per the requirements of COPPA (Children's Online Privacy Protection Act), do not use this site.

2.1.4 Usage of Google Analytics

FussBot website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website will be transmitted to and stored by Google on servers in the United States. Our website uses Google Analytics with the extension "anonymizeIP()", IP addresses are being truncated before further processing in order to prevent direct associations to persons. Google will use this information on behalf of us for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing them other services relating to website activity and internet usage. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. You can also opt-out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics Opt-out Browser Addon for your current web browser: <http://tools.google.com/dlpage/gaoptout?hl=en>.

2.1.5 Information about Cookies

Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow). Cookies will be created by Google Analytics or when using the opt-out cookie.

You can prevent storage of cookies by choosing a "disable cookies" option in your browser settings. But this can limit the functionality of our Internet offers as a result.

2.1.6 Contact via E-mail

If you contact us via email (support@fussbot.io) your email address will be saved to fulfill your request.

3. FussBot Application

3.1 Privacy Policy

3.1.1 General Data Usage

All data that is gathered or created with FussBot is stored on your local computer. None of this user data is being transferred to any external service if not specified otherwise and listed here. You, as a streamer and user of FussBot, are responsible to protect any personal, private or sensitive information that is gathered by FussBot about your viewers or from third parties. FussBot creators are in no way responsible of ensuring that you inform your viewers which data you gather, how it's being used, stored and protected. You have to make sure that your usage of FussBot complies with law. We are not responsible for any illegal usage of FussBot.

3.1.2 Usage of Google Analytics

FussBot application uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). We use this service to automatically report crashes and to get statistics about user behaviour e.g. how many users use the bankheist minigame. All data is sent anonymously, there is no way for us to identify single users. No personal data is being sent e.g. your streamer channel name etc.

FussBot application uses Google Analytics with the extension "anonymizeIP()", IP addresses are being truncated before further processing in order to prevent direct associations to persons. You can disable usage of Google Analytics completely in FussBot settings.

3.1.3 YouTube Login

To access your stream chat and to enable basic FussBot functionality, you need to connect FussBot to your main YouTube and bot account. When logging in FussBot will request "Read and Write access" which means it can modify any data on your channel, however, FussBot will not change any information or data without your permission and your intention to do so. Logging in is done via our website, your oauth token is not being stored on our server, it is saved on your local computer, encrypted via your Windows user account and never being transferred anywhere.

3.1.4 Twitch Login

To access your stream chat and to enable basic FussBot functionality, you need to connect FussBot to your main Twitch channel and bot account. When logging in FussBot will request “Read and Write access” for your chat so FussBot can post and read chat messages on your behalf. There are currently no further permissions granted. Logging in is done via our website, your OAuth token is not being stored on our server, it is saved on your local computer, encrypted via your Windows user account and never being transferred anywhere.

3.1.5 Patreon Login

When using Patreon integration inside FussBot, your login OAuth data will be saved locally on your computer. As YouTube login data, it is encrypted via your Windows user account. FussBot then has access to parse your Patreon profile, Patrons and pledges. FussBot only performs read-operations and does not modify any data of your Patreon account. None of this information is transferred to our servers, everything stays on your local machine. If you ever want to remove Patreon integration, click the “New Authentication” button inside FussBot and close the windows that opens. Your previous login data is being deleted without saving new login data. You may also remove FussBot’s connection to your Patreon account on Patreon website, however, this isn’t required as we don’t have a backup of your login data when it is being deleted.

3.1.6 Streamlabs Login

When using Streamlabs integration inside FussBot, your login OAuth data will be saved locally on your computer. As YouTube login data, it is encrypted via your Windows user account. FussBot then has access to read your donations and to create new alerts that will be shown in your Streamlabs overlay. No information gained by Streamlabs connection is transferred to our servers, everything stays on your local machine. You may also remove FussBot’s connection to your Streamlabs account on Streamlabs website, however, this isn’t required as we don’t have a backup of your login data when it is being deleted.

3.1.7 Spotify Login

When using Spotify integration inside FussBot, your login OAuth data will be saved locally on your computer. As YouTube login data, it is encrypted via your Windows user account. FussBot then has access to get your playlists, tracks and current playback. No information gained by Spotify connection is transferred to our servers, everything stays on your local machine. You may also remove FussBot’s connection to your Spotify account on Spotify website, however, this isn’t required as we don’t have a backup of your login data when it is being deleted.

3.2 Usage of YouTube API

FussBot application uses the YouTube API to allow all its functionality related to YouTube or YouTube Gaming. Make sure you’ve read their terms of service and agree to them:

<https://www.youtube.com/t/terms>

3.3 FussBot Updates

We reserve the right to modify, suspend or discontinue, temporarily or permanently, FussBot or any service to which it connects, with or without notice and without liability to you.

3.4 Usage of third party libraries / Nuget packages

FussBot application uses several open source libraries from third parties. Please mind that

each one is released and distributed under specific copyright terms.

3.4.1 Discord.Net

Source Code: <https://github.com/RogueException/Discord.Net>

License: MIT License

License link: <https://github.com/RogueException/Discord.Net/blob/dev/LICENSE>

3.4.2 Extended WPF Toolkit

Source Code: <https://github.com/xceedsoftware/wpftoolkit>

License: Microsoft Public License (Ms-PL)

License link: <https://github.com/xceedsoftware/wpftoolkit/blob/master/license.md>

3.4.3 Google Analytics SDK

Source Code: <http://googleanalyticsdk.codeplex.com/>

License: Microsoft Public License (Ms-PL)

License link: <http://googleanalyticsdk.codeplex.com/license>

3.4.4 Mahapps.Metro

Source Code: <https://github.com/MahApps/MahApps.Metro>

License: MIT License

License link: <https://github.com/MahApps/MahApps.Metro/blob/develop/LICENSE>

3.4.5 Material Design in XAML Toolkit

Source Code: <https://github.com/ButchersBoy/MaterialDesignInXamlToolkit>

License: MIT License

License link:

<https://github.com/ButchersBoy/MaterialDesignInXamlToolkit/blob/master/LICENSE>

3.4.6 Newtonsoft.JSON

Source Code: <https://github.com/JamesNK/Newtonsoft.Json>

License: MIT License

License link: <https://github.com/JamesNK/Newtonsoft.Json/blob/master/LICENSE.md>

3.4.7 WebSocket4Net

Source Code: <https://github.com/kerryjiang/WebSocket4Net>

License: Apache License

License link: <https://github.com/kerryjiang/WebSocket4Net/blob/master/LICENSE.TXT>

3.4.8 SpotifyAPI-Net

Source Code: <https://github.com/kerryjiang/WebSocket4Net>

License: Lesser General Public License (LGPLv3)

License link: <https://github.com/JohnnyCrazy/SpotifyAPI-NET/blob/master/LICENSE>

This library is being provided in unmodified binary form and linked dynamically as obtained by nuget package available here: <https://www.nuget.org/packages/SpotifyAPI-NET/>

5. Contact Information

If you have any questions about this agreement, please feel free contact us via email

support@fussbot.io).

6. Severability clause

Should individual terms of this Agreement be ineffective or lose their effectiveness due to later circumstances or should a loophole emerge in this Agreement, the legal effectiveness of the other provisions is not affected. The invalid contractual provision shall be replaced or the loophole filled by an appropriate provision which comes as close as possible to what the parties to the Agreement would have wanted or that is required by law.