

### California Terms of Service Report

January 1, 2024 (reporting for July 1 – September 30, 2023)

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#### Introduction

Discord is a real-time messaging service—a chat app—for people to talk and spend time with their friends and communities online. As a messaging service, Discord differs from traditional social media in several important respects. Discord users are in control of their experience and decide with whom they interact and what communities they join. There is no news feed, no endless scrolling, no counting of likes, and no "going viral." Additionally, Discord does not depend on an advertising network based business model. Discord is free to use for everyone, and builds premium features that users can choose to purchase to confer benefits including larger file uploads, higher quality streams, and additional personalization options. Finally, Discord does not sell user's personal data. Discord takes care to collect limited information from its users, and does not sell what limited user information it collects.

Given our unique business model, some responses in this report are not directly comparable to those of other reporting companies and are difficult to line up on a direct comparison basis. Discord does not track content removal on a per-piece basis, but instead tracks actions against users or servers. Discord does not track content views or the number of times a piece of content is shared.

We make online safety a priority and invest heavily in content moderation so that our users have a consistently safe and positive experience on Discord. A summary of our 2023 progress in this area can be found here: <u>https://discord.com/safety/upholding-our-commitment-to-safety-2023-beyond</u>.

#### <u>Report</u>

(1) The current version of the terms of service of the social media platform.

Discord's terms of service are available at <u>https://discord.com/terms</u>. They also incorporate Discord's Community Guidelines<sup>1</sup>, Privacy Policy<sup>2</sup>, as well as other policies and terms.

(2) If a social media company has filed its first report, a complete and detailed description of any changes to the terms of service since the previous report.

#### Not applicable.

(3) <u>A statement of whether the current version of the terms of service defines each of the following categories of content, and, if so, the definitions of those categories, including any subcategories:</u>

Discord's Community Guidelines, available at <u>https://discord.com/guidelines</u>, address the following categories, although those Guidelines do not map precisely onto those categories.

<sup>&</sup>lt;sup>1</sup><u>https://discord.com/guidelines</u>

<sup>&</sup>lt;sup>2</sup> <u>https://discord.com/privacy</u>

#### (A) Hate speech or racism.

Discord's Community Guidelines, as incorporated in the Terms of Service, state: "Do not use hate speech or engage in other hateful conduct. This includes the use of hate symbols and claims that deny the history of mass human atrocities.

We consider hate speech to be any form of expression that either attacks other people or promotes hatred or violence against them based on their protected characteristics.

We consider the following to be protected characteristics: age; caste; color; disability; ethnicity; family responsibilities; gender; gender identity; housing status; national origin; race; refugee or immigration status; religious affiliation; serious illness; sex; sexual orientation; socioeconomic class and status; source of income; status as a victim of domestic violence, sexual violence, or stalking; and weight and size."

#### (B) Extremism or radicalization.

Discord's Community Guidelines state: "Do not organize, promote, or support violent extremism. This also includes glorifying violent events or the perpetrators of violent acts, as well as promoting conspiracy theories that could encourage or incite violence against others."

#### (C) Disinformation or misinformation.

Discord's Community Guidelines state: "Do not share false or misleading information (otherwise known as misinformation). Content that is false, misleading, and can lead to significant risk of physical or societal harm may not be shared on Discord. We may remove content if we reasonably believe its spread could result in damage to physical infrastructure, injury of others, obstruction of participation in civic processes, or the endangerment of public health."

More generally, the Guidelines also require users to "be honest," and state: "Do not misrepresent your identity on Discord in a deceptive or harmful way. This includes creating fake profiles and attempts to impersonate an individual, group, or organization. Do not engage in activities that could damage or compromise the security of an account, network, or system. This includes using deceptive techniques to trick others into revealing sensitive information (phishing), using malicious software (malware), and flooding a target with traffic in order to make a resource unavailable (denial-of-service attacks).

Do not use or attempt to use Discord to promote, coordinate, or execute financial scams. A financial scam is any intentionally deceptive act taken with the intent to receive an illegal, unethical, or otherwise dishonest gain. This includes but is not limited to: Ponzi schemes, pyramid schemes, advance-fee fraud, market manipulation (including "pump-and-dump" schemes), and romance and employment scams.

Do not engage in activities that fraudulently generate a profit at the expense of others. This includes facilitating, providing instructions for, and participating in fraud. We do not allow coordinated efforts to defraud businesses, price gouging, forgery, money laundering, or tools that facilitate illegal behavior."

#### (D) Harassment.

Discord's Community Guidelines, as incorporated in the Terms of Service, state: "Do not promote, coordinate, or engage in harassment. Discord is a platform where everyone can find a place to belong, and harassment prevents users from building healthy communities. We do not allow harassing behavior such as sustained bullying, ban or block evasion, doxxing, or coordinating server joins for the purposes of harassing server members (such as server raiding).

We also do not allow the coordination, participation, or encouragement of sexual harassment, such as sending unsolicited sexually suggestive content, unwanted sexualization, or attacks on sexual activity."

The Guidelines also state: "Do not threaten to harm another individual or group of people. This includes direct, indirect, and suggestive threats."

#### (E) Foreign political interference.

#### This category is not explicitly addressed in Discord's Terms of Service or Community Guidelines.

(4) <u>A detailed description of content moderation practices used by the social media</u> <u>company for that platform, including, but not limited to, all of the following</u>:

(A) Any existing policies intended to address the categories of content described in paragraph (3).

#### Discord's Hateful Conduct Policy is intended to address hate speech and racism.<sup>3</sup>

"Discord is a place where people come to hang out with friends. As part of our goal to promote acceptance and inclusivity, we prohibit hate speech, discrimination, and prejudice.

We prohibit hateful conduct or the use of hate speech while on Discord. This includes the use of hate symbols and the denial of historical mass atrocities. We define hate speech to include any expression that degrades, vilifies, or dehumanizes individuals, incites intense feelings of hostility towards defined groups, or promotes harm based on protected characteristics.

Protected characteristics at Discord encompass various aspects, such as age; caste; color; disability; ethnicity; family responsibilities; gender; gender identity; housing status; national origin; race; refugee or immigration status; religious affiliation; serious illness; sex; sexual orientation; socioeconomic class and status; source of income; status as a victim of domestic violence, sexual violence, or stalking; as well as weight and size.

However, we understand that there are nuances and will give exceptions in instances of reclaimed language, satire, educational or documentary purposes. The use of satire must be obvious and we will not allow users to deflect blame retroactively by claiming their statements were made ironically or as a joke."

<sup>&</sup>lt;sup>3</sup> <u>https://discord.com/safety/hateful-conduct-policy-explainer</u>

#### Discord's Violent Extremism Policy is intended to address extremism or radicalization.<sup>4</sup>

"At Discord, we take a firm stance against violent extremism. We do not tolerate the presence or activities of violent extremist organizations and other violent groups, and users are prohibited from using Discord to organize, promote, or support violent extremist activities or beliefs. The term violent extremist organization describes groups that promote a political, ideological, or religious agenda and tolerate, advocate for, or use violence to achieve their goals.

This policy covers a wide range of actors, such as terrorist groups, violent extremist organizations, and violent hate groups. We also include informal groups or networks, as well as paramilitary and non-state armed groups, that are organized around extremist beliefs under this policy.

Even if not associated with a violent extremist group, users may not share or promote content associated with these groups or content that advocates for violent extremist beliefs on Discord.

As one of the highest-harm areas of abuse, violent extremist organizing is also subject to our Off-Platform Behaviors Policy.<sup>5</sup>"

#### Discord's misinformation policy is intended to address disinformation or misinformation.<sup>6</sup>

"At Discord, we are committed to creating a safe online environment and preventing harm. We prohibit the promotion or organization of communities that share false or misleading health information that is likely to result in harm. This includes anti-vaccination claims, dangerous and unsupported treatments for health issues, distortion of disease information, and any content that may negatively impact resolving public health emergencies. We rely on credible sources for accurate health information – including the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC).

While users can share their own personal health experiences on Discord, we prohibit false or misleading health information that is likely to result in harm."

#### Discord's Bullying, Harassment, and Threats policy is intended to address harassment.7

"At Discord, we take a firm stance against harassment and bullying. Bullying and harassment is defined as intentional actions that are meant to cause distress or intimidate individuals. This type of behavior can have serious consequences and cause lasting harm to the victims, as well as those who witness it. We are committed to fostering a positive and inclusive environment on Discord, and we expect all users to treat each other with respect."

Discord does not have a policy directly addressing foreign political interference.

<sup>&</sup>lt;sup>4</sup> <u>https://discord.com/safety/violent-extremism-policy-explainer</u>

<sup>&</sup>lt;sup>5</sup> https://discord.com/safety/off-platform-behaviors-policy-explainer

<sup>&</sup>lt;sup>6</sup> <u>https://discord.com/safety/misinformation-policy-explainer</u>

<sup>&</sup>lt;sup>7</sup> https://discord.com/safety/bullying-harassment-threats-policy-explainer

**(B)** <u>How automated content moderation systems enforce terms of service of the social</u> media platform and when these systems involve human review.

Discord does not rely on automated content moderation systems in non-public spaces, otherwise known as Friend spaces<sup>8</sup>, nor does Discord proactively scan the contents of users' communications in those non-public spaces aside from scanning for CSAM material and addressing spam. Friend spaces are invite-only spaces designed to talk and hang out with friends in smaller groups.

When Discord receives a report from a user or trusted flagger, the Trust & Safety team manually looks through the available evidence and gathers as much information as possible<sup>9</sup>. The investigation is centered around the reported messages, but can expand if the evidence shows that there is potentially a more significant violation.<sup>10</sup>

Discord does offer some automated content moderation tools to server owners, such as AutoMod<sup>11</sup>, which allows server owners to access different content filters that can automatically detect - and even block - undesirable and risky content before it is ever posted.

In public spaces, which are Community Servers and Discoverable Servers<sup>12</sup> Discord takes a more proactive and automated approach to enforcing its Terms of Service. Discord uses some automated means to detect violations of policies, including helping server administrators detect and prevent coordinated spamming, and deploying machine learning tools to proactively identify harmful content on the platform and enforce the Terms of Service and Community Guidelines. Discord is experimenting with additional automated content moderation systems to determine their efficacy in supporting Discord's services. For more information, please see this blog post: https://discord.com/blog/privacy-and-safety-on-discord.

(C) <u>How the social media company responds to user reports of violations of the terms of service</u>.

When Discord becomes aware of content that violates our Community Guidelines or Terms of Service, our Trust & Safety team reviews and takes the necessary enforcement actions, including: removing content, warning users, warning servers, disabling user accounts, removing servers, and when appropriate, engaging with the appropriate legal authorities.

Discord provides extensive detail about how it enforces its Community Guidelines and Terms of Service in its quarterly Transparency Report, available here: <u>https://discord.com/safety-transparency-reports/2023-q3</u>. All of Discord's Transparency Reports can be found in its Transparency Hub, available here: <u>https://discord.com/safety-transparency</u>.

<sup>&</sup>lt;sup>8</sup> https://discord.com/blog/privacy-and-safety-on-discord

<sup>&</sup>lt;sup>9</sup> Discord welcomes reports from all users as well as a network of Trusted Reporters. For more information on Trusted Reporters and Discord's Safety Reporting Network, please see this blog post: <u>https://discord.com/safety/safety-reporting-network-commitment</u>.

<sup>&</sup>lt;sup>10</sup> https://discord.com/safety/360043712132-how-we-investigate

<sup>&</sup>lt;sup>11</sup> https://discord.com/blog/automod-launch-automatic-community-moderation

<sup>&</sup>lt;sup>12</sup> https://discord.com/blog/privacy-and-safety-on-discord

(D) How the social media company would remove individual pieces of content, users, or groups that violate the terms of service, or take broader action against individual users or against groups of users that violate the terms of service.

Where it deems appropriate and pursuant to Discord's Terms of Service and Community Guidelines, Discord will remove content, warn users, ban users, remove users from a server, ban a server, ban a server and all its members, or impose alternative remedies where the circumstances warrant.

(E) <u>The languages in which the social media platform does not make terms of service</u> <u>available, but does offer product features, including, but not limited to, menus and prompts</u>.

Discord makes features available in the following languages for which the Terms of Service is available:

Chinese (Taiwan), Danish, Dutch, English, French, German, Italian, Japanese, Korean, Polish, Brazilian Portuguese, Russian, Spanish, Swedish, and Turkish.

Discord also makes features available in the following languages:

Bulgarian, Chinese (China), Croatian, Czech, Finnish, Greek, Hindi, Hungarian, Lithuanian, Norwegian, Romanian, Thai, Ukrainian, and Vietnamese.

(5) (A) Information on content that was flagged by the social media company as content belonging to any of the categories described in paragraph (3), including all of the following:

Discord does not track flagging or actioning by piece of content, but does track actions against individual accounts, servers, and server members, and has provided those numbers below.

(i) The total number of flagged items of content.

As noted above, Discord tracks actions against individual accounts, servers, and server members.

(ii) The total number of actioned items of content.

Discord tracks actions against individual accounts, servers, and server members. The data here is categorized by action taken: warnings (in turn divided by individual accounts, servers, and server members), accounts disabled, and servers removed.

Individual Accounts Warned	#
Total	5,426
(A) Hate speech or racism	795
(B) Extremism or radicalization	0

(C) Disinformation or misinformation	2
(D) Harassment	4,738
(E) Foreign Political Interference	N/A

Servers Warned	#
Total	984
(A) Hate speech or racism	308
(B) Extremism or radicalization	0
(C) Disinformation or misinformation	8
(D) Harassment	155
(E) Foreign Political Interference	N/A

Server Member Warnings	#
Total	2,435,891
(A) Hate speech or racism	39,618
(B) Extremism or radicalization	0
(C) Disinformation or misinformation	609
(D) Harassment	146,798
(E) Foreign Political Interference	N/A

Accounts Disabled	#
Total	260,461
(A) Hate speech or racism	4,189
(B) Extremism or radicalization	8,300
(C) Disinformation or misinformation	49
(D) Harassment	24,384
(E) Foreign Political Interference	N/A

Servers Removed Proactively	#
Total	31,936
(A) Hate speech or racism	858

(B) Extremism or radicalization	1,028
(C) Disinformation or misinformation	24
(D) Harassment	299
(E) Foreign Political Interference	N/A

Servers Removed Reactively	#
Total	9,852
(A) Hate speech or racism	49
(B) Extremism or radicalization	25
(C) Disinformation or misinformation	0
(D) Harassment	437
(E) Foreign Political Interference	N/A

Total Servers Removed	#
Total	41,788
(A) Hate speech or racism	907
(B) Extremism or radicalization	1,053
(C) Disinformation or misinformation	24
(D) Harassment	736
(E) Foreign Political Interference	N/A

(iii) <u>The total number of actioned items of content that resulted in action taken by the social</u> <u>media company against the user or group of users responsible for the content</u>.

#### Please see above data.

(iv) The total number of actioned items of content that were removed, demonetized, or deprioritized by the social media company.

Discord does not algorithmically recommend content in this way and thus does not demonetize or deprioritize content.

(v) The number of times actioned items of content were viewed by users.

Discord does not track content views.

(vi) The number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned.

#### Discord does not track content shares.

(vii) The number of times users appealed social media company actions taken on that platform and the number of reversals of social media company actions on appeal disaggregated by each type of action.

Account Action Reason	Appeals Submitted	Appeals Granted
(A) Hate speech or racism	1,044	25
(B) Extremism or radicalization	1,650	82
(C) Disinformation or misinformation	596	0
(D) Harassment	7,728	627
(E) Foreign Political Interference	0	0
Total	11,018	734

**(B)** All information required by subparagraph (A) shall be disaggregated into the following categories:

(i) The category of content, including any relevant categories described in paragraph (3).

#### Please see above data.

(ii) The type of content, including, but not limited to, posts, comments, messages, profiles of users, or groups of users.

#### Discord does not track this information.

(iii) The type of media of the content, including, but not limited to, text, images, and videos.

#### Discord does not track this information.

(iv) How the content was flagged, including, but not limited to, flagged by company employees or contractors, flagged by artificial intelligence software, flagged by community moderators, flagged by civil society partners, and flagged by users.

#### Discord does not track this information.

(v) How the content was actioned, including, but not limited to, actioned by company employees or contractors, actioned by artificial intelligence software, actioned by community moderators, actioned by civil society partners, and actioned by users.

Discord does not track this information beyond what is provided above.

## Appendix 1 Discord Terms of Service

## DISCORD'S TERMS OF SERVICE

## Effective: March 27, 2023

Last Updated: February 24, 2023

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Welcome! Discord is a platform that brings people together over shared experiences and gives everyone a place to belong. We're happy you're here.

These terms set forth our legal obligations to each other. They apply to your use of our services.

IMPORTANT NOTE: The section titled "Settling Disputes Between You and Discord" contains an arbitration clause and class-action waiver that applies to all U.S.-based Discord users. Please read this section carefully as it may significantly affect your legal rights, including your right to file a lawsuit in court.

When we say "Discord," "we," "us," and "our" in these terms, we mean Discord Inc., its subsidiaries, and its related companies.

When we say "services" in these terms, we mean Discord's services, apps, websites, and other products.

When we say "you" or "your," we mean you. If you're accessing our services on behalf of a legal entity (like your employer), you agree that you have the authority to bind that entity to these terms, and "you" and "your" will refer to that entity.

We also have a Privacy Policy, Community Guidelines, and these other policies that apply to your use of our services and are incorporated into these terms. You should read these policies—we've worked hard to make them simple and clear, and they contain important information about your use of our services. If you use our API, Discord's Developer Terms of Service and Developer Policy apply to that use. Discord's Paid Services Terms apply to any purchase you make through Discord.

Together, these rules make Discord possible, and they matter to us. If you believe others aren't following them, please let us know by reporting it to us.

## Who we are

We provide services that allow you to interact with other Discord users (such as through direct messages and group direct messages) and participate in large and small spaces (or "servers"). Our

services may also include access to certain software, features, and content that you can purchase from us or others, and additional terms apply to those purchases.

Discord's services are provided by Discord Inc. We're located at 444 De Haro Street #200, San Francisco, CA 94107, USA.

# Age requirements and responsibility of parents and legal guardians

By accessing our services, you confirm that you're at least 13 years old and meet the minimum age required by the laws in your country. We maintain a list of minimum ages around the world as a resource for you, but we aren't able to guarantee that it is always accurate. If you are old enough to access our services in your country, but not old enough to have authority to consent to our terms, your parent or legal guardian must agree to our terms on your behalf. Please ask your parent or legal guardian to read these terms with you. If you're a parent or legal guardian, and you allow your child (who meets the minimum age for your country) to use the services, then these terms also apply to you and you're responsible for your child's activity on the services, including purchases made by them. For more information on purchases, see "Discord's Paid Services" below.

## What you can expect from us

Discord is a platform that brings people together over shared experiences and gives everyone a place to belong. To do that, we provide different digital spaces where you can connect with other Discord users and communities. Discord users communicate primarily via "servers," which are digital spaces made up of different types of channels. Text channels allow users to interact via text-based messages, as well as images, GIFs, emoji, and other uploadable media. Voice channels allow users to communicate by voice and/or streaming video. We're always evolving our services, and we may create other types of channels in the future!

Users create servers, and users choose which servers to join and who their "friends" are. Server owners and server admins control the server permissions and rules, including establishing membership requirements and creating custom roles and what those roles can do within the server. Server owners and admins also control whether to make their server available in Server Discovery, whether to publish their server invite link on public websites, whether to enable community growth and safety features, and whether to add bots or other apps. These permissions, like the size of a server, may change over time.

Discord is designed to make communicating with the people you want to speak to as easy as possible. Posts appear in text channels in the order in which they're made. Voice and video communication also happens in real time. Discord was also designed to make it easy to share what you're up to. You can stream what you're doing on your device, or you can share your status, including what game you're playing, what song you're listening to (if you link a music account), and more. Sharing gameplay is fundamental to the Discord experience, so it's turned on by default. But you can turn it off in your Settings at any time, and you're in control of whether you connect other accounts to Discord.

Discord's services may be personalized to each user based on their activity, so that you can see content and communities that may be of interest to you. You can control whether and to what extent Discord personalizes your experience in your Settings.

We're actively developing new features and products to improve Discord. As part of these efforts, we may add or remove features, start offering new services, or stop offering some services entirely (or just in some places or for some users) if they no longer make sense from a business perspective or create risk for Discord, our users, or other third parties. While we try to avoid disruptions, we cannot guarantee that there will not be an outage or change to the services, and your content may not be retrievable due to such outages or changes. We are not liable for any such outages or service changes.

## **Your Discord account**

To access the services on an ongoing basis, you will need to create a Discord account. You can provide a username and password, and a way of contacting you (such as an email address and/or

phone number). You'll also need to provide your birthday. In some cases, you may be required to verify your account or provide additional information.

You are responsible for the security of your account, and you agree to notify us immediately if you believe your account has been compromised. If you use a password, it must be strong, and we (strongly) recommend that you use that password only for your Discord account and that you enable two-factor authentication.

You must always provide accurate information to Discord and maintain the accuracy of the information associated with your account. We may assume that any communications we've received from your account or the associated contact information have been made by you, and that any purchases made using your account were made by you.

If you get locked out of your account, we'll need to contact you at the email or phone number associated with your account. If your account is compromised or you no longer have access to your email account or phone number, we may not be able to restore your access to your account or the servers you've created.

You agree not to license, sell, or transfer your account without our prior written approval.

## **Content in Discord's services**

### Your Content

When we say "your content" in these terms, we mean all the things you add (upload, post, share, stream, etc.) to our services. This includes text, links, GIFs, emoji, photos, videos, documents, or other media. If we come up with another way for you to add content to the services, it includes that too.

You don't have any obligation to add content to the services. If you choose to add content to the services, you are responsible for ensuring that you have the right to do so, that you have the right

to grant the licenses in this section of these terms, and that your content is lawful. We take no responsibility for any of your content, and we are not responsible for others' use of your content.

Our services allow users to add content in a number of different ways, including via direct messages, group direct messages, and in small and large servers. Some of these servers may be larger spaces, and if you share content within them, that content may be more likely to be accessed by a lot of people. For example, some servers are available in the Server Discovery section of the app and do not require an invite link to join. Other server owners may publish their server invite link on public websites. Anyone can access these spaces. You should be aware that these permissions are set by server owners or admins, and they may change over time. Please understand where you are posting on Discord, familiarize yourself with the relevant server permissions when joining and posting in a certain space, and choose the right space, features, and settings for you and your content.

<u>Your content is yours, but you give us a license to it when you use Discord.</u> Your content may be protected by certain intellectual property rights. We don't own those. But by using our services, you grant us a license—which is a form of permission—to do the following with your content, in accordance with applicable legal requirements, in connection with operating, developing, and improving our services:

- Use, copy, store, distribute, and communicate your content in manners consistent with your use of the services. (For example, so we can store and display your content.)
- Publish, publicly perform, or publicly display your content if you've chosen to make it visible to others. (For example, so we can display your messages if you post them in certain servers or recommend that content to others.)
- Monitor, modify, translate, and reformat your content. (For example, so we can resize an image you post to fit on a mobile device.)
- Sublicense your content, to allow our services to work as intended. (For example, so we can store your content with our cloud service providers.)

This license is worldwide, non-exclusive (which means you can still license your content to others), royalty-free (which means there are no fees for this license), transferable, and perpetual.

We reserve the right to block, remove, and/or permanently delete your content if it is in breach of these terms, our Community Guidelines, our other policies, or any applicable law or regulation, or

if it creates risk for Discord or negatively impacts the experience or interests of other Discord users to continue to make it available.

We welcome feedback on our services. By sending us feedback, you grant us a non-exclusive, perpetual, irrevocable, transferable license to use the feedback and ideas generated from the feedback without any restrictions, attribution, or compensation to you.

## Discord's content

Our services include some content that belongs to us, such as the design of our apps and websites, our art and images, and content written by us. You may use this content as permitted by these terms, but we retain all intellectual property rights in our content.

## Other content

<u>Other people's content</u>. Our services might also provide you with access to other people's content. You may not use this content without that person's consent, or as allowed by law. Other people's content is theirs and doesn't necessarily reflect Discord's own views. Discord doesn't endorse or verify the accuracy or reliability of content shared by Discord users. We work hard to try to make Discord a safe, positive, and inclusive place, but cannot prevent you from encountering content that you may find objectionable or offensive. You agree we will not be liable for any harm caused by that content. You may report content that you think violates any of our policies. We have the right, but not the obligation, to review such reports and block or remove content at our discretion.

<u>Third party features and content</u>. Our services may also allow you to access third-party websites, features, apps, or other content. We provide you access only as a convenience to you, and are not responsible for the content or services available from these websites or resources.

## Software in Discord's services

<u>License to our software</u>. Some of our services allow you to download client software. So long as you comply with these terms, we grant you a worldwide, non-exclusive, personal, and non-assignable license to download, install, and run that software, solely to access our services.

You may not copy, modify, create derivative works based upon, distribute, sell, lease, or sublicense any of our software or services. You also may not reverse engineer or decompile our software or services, attempt to do so, or assist anyone in doing so, unless you have our written consent or applicable law permits it.

Although we are granting you this license, we retain any intellectual property rights we have in our software and services.

**Open source**. Some of Discord's services include software subject to separate open source license terms, and your use of those services are subject to your compliance with those license terms, when applicable. We encourage you to review them, as some licenses may explicitly override these terms.

<u>Third-Party Services</u>. Discord may allow you to access apps, bots, or other products, features, or services developed by third parties ("third-party services"). It's your choice whether to use these third-party services and whether to participate in Discord servers that incorporate them. You should review any terms and policies provided by the third parties before doing so as they govern your use of their services. While these third parties do need to follow all policies that apply to them (which may include these Terms, our Community Guidelines, Developer Terms of Service, and Developer Policy), Discord is not responsible for any third-party services.

## Copyright

We respect the intellectual property of others and expect our users to do the same. See our Copyright & IP Policy for information on how to file a copyright complaint.

## **Discord's paid services**

We won't charge you a fee to use the basic functionality of our services, but you may be able to pay for additional features and products. Discord's Paid Services Terms also apply to any purchase you make using Discord's supported purchase flows, and you may also be asked to agree to separate terms before purchasing or selling new offerings through Discord.

# Restrictions on your use of Discord's services

When using our services, you must comply with these terms and all applicable laws, rules, and regulations, and you must only use the services for authorized and acceptable purposes. You must also adhere to our Community Guidelines and other policies, which contain more detailed rules about your content and behavior when using Discord. Fundamentally, do not do, try to do, or encourage or help others to do any of the following:

- **Don't use the services to do harm to yourself or others.** Among other things, this includes trying to gain access to another user's account or any non-public portions of the services, infringing anyone else's intellectual property rights or any other proprietary rights, exploiting, harassing, bullying, spamming, auto-messaging, or auto-dialing people through our services.
- **Don't use the services to do harm to Discord.** Among other things, this includes trying to gain access to or attacking our systems, scraping us, transmitting viruses or other malicious code to our services, abusing or defrauding us or our payment systems, copying our product or using our intellectual property without permission, and misusing our reporting or customer service mechanisms.
- **Don't use the services to do anything else that's illegal.** This includes using the services to plan or commit any crime or do anything else that is illegal.

We encourage you to report content or conduct that you believe violates these restrictions.

## Termination

<u>Your right to terminate</u>. You're free to stop using Discord's services at any time and for any reason. To terminate this agreement, you may delete your Discord account through the Settings page in the Discord app (the gear icon next to your username) and discontinue use of the services. Certain provisions of these terms will survive termination as outlined below in the "Survival" section.

Disabling your account limits the processing of your personal information as described in our Privacy Policy. Disabling your account does not terminate this agreement.

<u>**Our right to terminate.</u>** Subject to applicable law, we reserve the right to suspend or terminate your account and/or your access to some or all of our services with or without notice, at our discretion for the following reasons:</u>

- You breach these terms, our policies, or additional terms that apply to specific products.
- We're required to do so to comply with a legal requirement or court order.
- We reasonably believe termination is necessary to prevent harm to you, us, other users, or third parties.
- Your account has been inactive for more than two years.
- Continuing to allow your account to be active, giving you access to some or all services, or hosting your content creates risk for Discord, other users, or third parties.

However, we will give you advance notice if reasonable to do so or required by applicable law.

## Appeals

You can appeal any enforcement action we take under these terms, including terminations, suspensions, or content removals, here: https://dis.gd/request.

## Indemnity

If you are using the services on behalf of a business or legal entity and not in an individual capacity, then you will indemnify and hold Discord and its officers, directors, employees and agents harmless from and against any claims, liabilities, damages, and costs (including reasonable legal and accounting fees) related to (a) your access to or use of our services, (b) your content, or (c) your violation of these terms.

## Services "AS IS"

We work hard to offer great services, but there are certain aspects that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, DISCORD, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE LAWS OF CERTAIN JURISDICTIONS OR STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

## Limitation of liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN COUNTRIES WHERE THE BELOW TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR MATERIAL BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT. THE INFORMATION PRESENTED ON OR THROUGH THE SERVICES IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE DO NOT CONFIRM THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, NEITHER DISCORD, ITS AFFILIATES, NOR OUR SUPPLIERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DISCORD OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY PROVIDED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BESIDES THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), DISCORD LIMITS OUR LIABILITY TO YOU TO THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID US IN THE THREE MONTHS BEFORE YOU FIRST ASSERT A CLAIM OR (B) \$100 USD (OR THE EQUIVALENT IN YOUR LOCAL CURRENCY).

DISCORD ISN'T LIABLE FOR THE CONDUCT OR CONTENT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SERVICES.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DISCORD AND YOU. THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

## Settling disputes between you and Discord

Informal resolution. Most disputes can be resolved informally, so if you have an issue with the services, you agree to reach out to us before initiating a lawsuit or arbitration. This requires sending Discord a written description of the dispute (including your name, what you're complaining about, and how you'd like to resolve it) along with the email address or phone number associated with your Discord account to disputes@discord.com. If the dispute is not resolved within sixty (60) days after receipt of the written notice, you and Discord agree to resolve any remaining dispute through the further dispute resolution provisions below. You must engage in this informal resolution process before starting any formal dispute resolution. Applicable statutes of limitations and due dates for arbitration filing fees or other deadlines will be tolled while the parties attempt informal resolution.

If you reside in the European Union, you may also be entitled to submit your complaint to the European Commission's Online Dispute Resolution (ODR) Platform. ODR allows EU consumers to resolve disputes related to the online purchases of goods and services without going to court.

<u>Governing law and jurisdiction.</u> The Federal Arbitration Act, federal arbitration law, and California law will apply to these terms and any disputes related to these terms or our services, regardless of conflict of laws rules. Any of these disputes that are not subject to arbitration will be resolved exclusively in the state or federal courts in San Francisco County, California, and you and Discord both consent to venue and personal jurisdiction in these courts.

If you are a consumer residing in the European Union, this clause and these terms in general do not affect any mandatory consumer rights you may have under your local law, and all disputes arising in connection with the services and/or these terms shall be submitted to the exclusive jurisdiction of the court of Amsterdam, the Netherlands or, if you are a consumer, to a court closer to your domicile if in an EU Member State.

#### Agreement to arbitrate.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT:

You and Discord agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Except for the circumstances described below, and only after the parties have engaged in a good-faith, but unsuccessful, effort to resolve the dispute in accordance with the "informal resolution" process (above), you and Discord agree to resolve any dispute, disagreement, or claim relating to these terms or our services through final and binding arbitration in the U.S. county where you reside. This includes claims that arose, were asserted, or involve facts occurring before the existence of this arbitration agreement or any prior agreement as well as claims that may arise after the termination of this arbitration agreement, in accordance with the notice and opt-out provisions set forth in section.

<u>Arbitration rules</u>. The arbitration will be conducted by a single arbitrator, governed by these terms and the American Arbitration Association Rules, excluding any rules or procedures governing or permitting class or representative actions (the "AAA Rules"), available at https://www.adr.org/active-rules. These terms will govern if there's a conflict between these terms and the AAA Rules. To begin the arbitration proceeding, either party must submit a written Demand for Arbitration (available at www.adr.org) with the AAA and provide a copy to the other party as specified in the AAA Rules. To provide notice to Discord, please send an email with the subject line "Arbitration Demand" to disputes@discord.com.

If the amount in controversy does not exceed \$10,000, and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and Discord submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which may be in-person, videoconference, or telephone conference.

Arbitration costs. AAA sets forth fees for its services, which are available at www.adr.org/sites/default/files/Consumer-Fee\_Schedule.pdf. If Discord is the party initiating an arbitration against you, Discord will pay all costs associated with the arbitration, including the entire filing fee. If you initiate an arbitration against Discord, you will be responsible for the first \$100 toward the nonrefundable Initial Filing Fee, unless the arbitrator determines that you are unable to pay, in which case Discord will pay the entire filing fee. For cases seeking less than \$75K, Discord will pay the remainder of the Initial Filing Fee and both parties' Administrative fees (unless the arbitrator finds your claims, defenses, or other fee-generating activity to be conducted for an improper purpose or frivolous (under the standard set forth in Federal Rule of Civil Procedure 11). For cases seeking more than \$75K, fees and costs will be determined in accordance with AAA Rules. In all arbitrations, unless otherwise required by law or the AAA Rules, you're responsible for all other additional arbitration costs incurred, including attorney's fees and expert witness costs. The parties agree that AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under AAA's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by AAA does not constitute a default, waiver, or breach of this Section while such challenge remains pending before AAA, the arbitrator, and/or a court of competent jurisdiction.

<u>Offer of Judgment.</u> At least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by the offering party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party will not recover its post-offer costs and will pay the offering party's costs from the time of the offer.

Arbitration Decision. The decision of the arbitrator will be in writing and binding on you and Discord, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You and Discord agree that dispositive motions will be allowed in the arbitration. Except as explicitly set forth in this arbitration section, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these terms of service, including, but not limited to any claim that all or any part of these terms of service are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of AAA or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator must follow these terms and can award the same damages and relief as a court. The arbitrator has the right to impose sanctions in accordance with the AAA Rules and procedures for any frivolous claims, improper claims, or submissions the arbitrator determines have not been filed in good faith, as well as for a party's failure to comply with this Section or claims filed on behalf of a claimant who is not party to this agreement. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

<u>Mass filings.</u> If, at any time, 30 or more similar demands for arbitration are asserted against Discord or related parties by the same or coordinated counsel or entities ("Mass Filing"), these additional rules will apply: If you or your counsel file a demand for arbitration that fits within the definition of Mass Filing, you agree that your demand for arbitration will be subject to the additional protocols set forth in this mass filing subsection.

Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. You and Discord agree to jointly ask the arbitrator to agree to the following procedures: The arbitrator will randomly assign sequential numbers to each of the claims included in a Mass Filing, after which the claims numbered 1-10 will be designated the "Initial Test Cases" and will proceed to arbitration. The Parties agree to decide on a single arbitrator for all Initial Test Cases and to consolidate the cases for pre-hearing procedures and the pre-hearing conference. Unless the claims are resolved in advance or the schedule is extended, the arbitrator will render final awards for the Initial Test Cases within 120 days of the initial pre-hearing conference. If fewer than 5 Initial Test Cases will be selected in batches of 10 and will proceed to arbitration until at least 5 have been resolved by a final arbitrator decision. The arbitrator's decisions for the Initial Test Cases shall be in writing and shall contain the essential findings and conclusions of fact and law upon which the arbitrator based the decision.

The results of the Initial Test Cases resolved by a final arbitrator decision will then be given to a mediator who will try to facilitate a resolution of the remaining cases. After the results are provided to the mediator, the mediator and the parties will have 90 days (the "Mediation Period") to agree on a resolution or substantive methodology for resolving the outstanding cases. If the parties are unable to resolve the outstanding claims during the Mediation Period, either Party may choose to opt out of the arbitration process and proceed in court with its remaining claims. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. Opt out of arbitration under this section shall not be construed as opt out of the section titled "Class Waiver" below.

Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to claims in the Mass Filing.

If your demand for arbitration is included in the Mass Filing, any statute of limitations applicable to your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

<u>Other remedies.</u> ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. In some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND DISCORD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law.

**Opt-out.** You can decline this agreement to arbitrate by emailing an opt-out notice to arbitrationopt-out@discord.com within 30 days of March 27, 2023 or when you first register your Discord account, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Discord also will not be bound by them.

**Exceptions.** You or Discord may still pursue claims, if they qualify, in small claims court in San Francisco County, California, or any U.S. county where you live or work. The small claims court, and not any arbitrator or AAA, shall have the exclusive authority to resolve disputes regarding whether a dispute is properly within the jurisdiction of a small claims court. Additionally, disputes concerning patents, copyrights, moral rights, trademarks, and trade secrets and claims of piracy or unauthorized use of our services will not be subject to arbitration. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed (and any applicable statute of limitations tolled) pending the outcome of such action.

<u>Class waiver.</u> IF YOU'RE A U.S. RESIDENT, EXCEPT AS PROVIDED HEREIN, YOU AND DISCORD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, UNLESS DISCORD PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING. If this specific paragraph is found unenforceable, then the "Agreement to arbitrate" section will be null and void. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies. This subsection does not prevent you or Discord from participating in a class-wide settlement of claims. **Changes to this Dispute Section:** Discord will provide 30 days' notice of the date of any material changes to this clause. Changes will become effective on the 30th day and apply to all claims not yet filed. If you continue to use the site after the 30th day, you agree that any unfiled claims of which Discord does not have actual notice are subject to the revised clause. If you reject any such changes by opting out of the arbitration agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the arbitration agreement will not apply to claims not yet filed. If Discord changes this "Dispute Resolution" section after the date you first accepted this agreement (or accepted any subsequent changes to this agreement), you agree that your continued use of the Discord product(s) or services 30 days after such change will be deemed acceptance of those changes. If you do not agree to such change, you may opt out by providing notice as described in this section.

## More important stuff

You have certain rights that, by law, can't be limited by these terms, and we in no way intend to restrict those rights in these terms.

**Entire agreement.** These terms cover the entire agreement between you and Discord for your use of our services.

<u>Additional terms.</u> Where additional terms apply to our products or services, the additional terms will control with respect to your use of that product or service to the extent of any conflict with these terms.

<u>**Bug reporting.</u>** We support the responsible reporting of security vulnerabilities. To report a security issue, please visit https://discord.com/security.</u>

**Export Control.** You agree to comply with all applicable import, export, and re-export control laws and restrictions, including but not limited to those of the European Union and its member states, the U.S. Department of Commerce Export Administration Regulations ("EAR") and economic sanctions maintained by the U.S. Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR"), and will not use the services to cause a violation of such laws or regulations. You agree to not use our services to store or distribute content that is subject to export controls, unless you have obtained all required government export authorizations. Further,

you represent and warrant that you are not on any government list of prohibited or restricted parties, or otherwise subject to equivalent restrictions, as specified in the laws and regulations listed above or in your country's laws. You may not download or use our services if you are located in a country or region subject to U.S. or E.U. government embargo (including Cuba, Iran, North Korea, Syria, and the Crimea region) unless that use is authorized by the United States and other relevant authorities.

Waiver, severability, and assignment. If you fail to follow these terms and we don't immediately act, that doesn't mean we're giving up any of our legal rights (such as acting in the future). If any part of these terms ends up being invalid or unenforceable based on a decision by any court or competent authority, the rest of these terms will not be affected. You may not assign these terms to anyone else without our written consent. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with our services.

<u>Survival</u>. Any part of these terms that by their nature should survive after termination of these terms will survive. As permitted under applicable law, this includes but may not be limited to the following:

- Our rights to retain and display certain data;
- Any amounts owed will remain due;
- Any indemnification obligations (as applicable) such as those listed under the "Indemnity" section;
- Any disclaimer of warranties such as those under the "Services 'AS IS'" section;
- Any applicable limitation of liability such as those under the "Limitation of Liability" section;
- Any dispute resolution provisions, including the arbitration agreement, such as those under the "Settling disputes between you and Discord" section.

<u>Updates to these terms</u>. We may decide to update these terms: (1) to reflect changes to our services or our business, (2) for legal or regulatory reasons, (3) to prevent abuse on or of our services, or (4) to better protect or serve users of our services. If these changes materially affect your Discord use or your legal rights, we'll give you reasonable advance notice (unless the updates are urgent). If you continue to use our services after the changes have taken effect, it means that you agree to the changes. If you don't agree, you must stop using our services.

<u>Apple App Store</u>. If you download the Discord app from the Apple App Store or use our app on an iOS device, the below paragraph applies to you.

These terms grant a non-transferable license to use the Discord App on any Apple/Mac product that you might own or control and as permitted by Apple's policies. Apple has no obligation to furnish any maintenance and support services with respect to the Discord app. If the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the app purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Discord app. Apple is not responsible for addressing any claims by you or any third party relating to the Discord app or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Discord app fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Discord app infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these terms, and upon acceptance of the terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Discord app.

## **Contacting each other**

If you have any questions about these terms, please contact us at privacy@discord.com. We may send you electronic communications related to our services. Where required, we'll get your consent before sending you direct marketing, and we'll make it easy for you to opt out.

## Appendix 2 Discord Community Guidelines



Download

Careers

Nitro D

Discover Safety

Support

Open Discord

Blog

Archived Versions

## DISCORD COMMUNITY GUIDELINES

Effective: March 27, 2023 Last Updated: February 24, 2023

We created Discord to be a platform that brings people together over shared experiences and gives everyone a place to belong. Our Community Guidelines ensure everyone can express themselves and find community, but not at the expense of anyone else.

These guidelines explain what isn't allowed on Discord. Everyone on Discord must follow these rules, and they apply to all parts of our platform, including your content, behaviors, servers, and apps. To learn more about the requirements for developing a bot or other app, please refer to our Discord Developer Terms of Service and our Discord Developer Policy.

If you plan to monetize your content, be aware that we have additional rules that are outlined in our Discord Server Subscription Policy and Monetization Terms.

Our Trust & Safety team reviews reports by users, moderators, or trusted reporters. When someone violates these guidelines, we may take a number of enforcement steps against them, including issuing warnings, removing content, suspending or removing the accounts and/or servers

responsible, and potentially reporting them to law enforcement. We may consider relevant offplatform behavior when assessing for violations of specific Community Guidelines.

If you come across a user, message, or server that appears to break these guidelines, please report it to us.

## **Respect Each Other**

• **Do not promote, coordinate, or engage in harassment**. Discord is a platform where everyone can find a place to belong, and harassment prevents users from building healthy communities. We do not allow harassing behavior such as sustained bullying, ban or block evasion, doxxing, or coordinating server joins for the purposes of harassing server members (such as server raiding).

We also do not allow the coordination, participation, or encouragement of sexual harassment, such as sending unsolicited sexually suggestive content, unwanted sexualization, or attacks on sexual activity.

• **Do not use hate speech or engage in other hateful conduct**. This includes the use of hate symbols and claims that deny the history of mass human atrocities.

We consider <u>hate speech</u> to be any form of expression that either attacks other people or promotes hatred or violence against them based on their protected characteristics.

We consider the following to be protected characteristics: age; caste; color; disability; ethnicity; family responsibilities; gender; gender identity; housing status; national origin; race; refugee or immigration status; religious affiliation; serious illness; sex; sexual orientation; socioeconomic class and status; source of income; status as a victim of domestic violence, sexual violence, or stalking; and weight and size.

• **Do not threaten to harm another individual or group of people**. This includes direct, indirect, and suggestive threats.

- **Do not organize, promote, or support violent extremism**. This also includes glorifying violent events or the perpetrators of violent acts, as well as promoting conspiracy theories that could encourage or incite violence against others.
- Do not solicit, share, or make attempts to distribute content that depicts, promotes, or attempts to normalize child sexual abuse. Also, do not post content that in any way sexualizes children. This includes real as well as manipulated media, animation (such as lolicon), and any type of digital creation.

We report child sexual abuse material (CSAM) and grooming to the National Center for Missing & Exploited Children.

• If you are under the age of 18, do not engage in sexual conduct or any conduct that puts your online or physical safety at risk. This includes consensual sexual interactions between teens, as well as any encouragement or coordination of potentially risky behaviors, such as vigilantism.

We want teens to be able to express themselves freely on Discord as much as possible, but given the risks associated with online dating, we will remove spaces that encourage or facilitate dating between teens.

- Do not solicit sexual content from or engage in any sexual conduct ("grooming") with anyone under the age of 18. We report child sexual abuse material (CSAM) and grooming to the National Center for Missing & Exploited Children.
- Do not make sexually explicit content available to anyone under the age of 18. You must be age 18 or older to participate in adult content on Discord.
   You must apply an age-restricted label to any channels that contain sexually explicit content or any other content shared solely for the purposes of sexual gratification.

Do not post sexually explicit content in user avatars, custom statuses or bios, server banners, server icons, invite splashes, emoji, stickers, or any other space that cannot be age-restricted.

• Do not share sexually explicit or sexually suggestive content of other people without the subject's knowledge and consent, otherwise known as "revenge porn." This includes the non-consensual distribution of intimate media that was created either with or without an individual's consent.

- Do not share content that glorifies, promotes, or normalizes suicide or other acts of
  physical self-harm. This includes content that encourages others to cut, burn, or starve
  themselves, as well as content that normalizes eating disorders, such as anorexia and bulimia.
  Self-harm acts or threats used as a form of emotional manipulation or coercion are also
  prohibited.
- Do not share real media depicting gore, excessive violence, or animal harm, especially with the intention to harass or shock others.
- Do not share content that violates anyone's intellectual property or other rights. This includes sharing or selling game cheats or hacks. For more information, please view Discord's Copyright & Intellectual Property Policy.

## **Be Honest**

- **Do not share false or misleading information (otherwise known as misinformation)**. Content that is false, misleading, and can lead to significant risk of physical or societal harm may not be shared on Discord. We may remove content if we reasonably believe its spread could result in damage to physical infrastructure, injury of others, obstruction of participation in civic processes, or the endangerment of public health.
- **Do not misrepresent your identity on Discord in a deceptive or harmful way**. This includes creating fake profiles and attempts to impersonate an individual, group, or organization.
- Do not engage in activities that could damage or compromise the security of an account, network, or system. This includes using deceptive techniques to trick others into revealing sensitive information (phishing), using malicious software (malware), and flooding a target with traffic in order to make a resource unavailable (denial-of-service attacks).
- Do not use or attempt to use Discord to promote, coordinate, or execute financial scams. A financial scam is any intentionally deceptive act taken with the intent to receive an illegal, unethical, or otherwise dishonest gain.

This includes but is not limited to: Ponzi schemes, pyramid schemes, advance-fee fraud,

market manipulation (including "pump-and-dump" schemes), and romance and employment scams.

• **Do not engage in activities that fraudulently generate a profit at the expense of others.** This includes facilitating, providing instructions for, and participating in fraud. We do not allow coordinated efforts to defraud businesses, price gouging, forgery, money laundering, or tools that facilitate illegal behavior.

## **Respect Discord**

- **Do not send unsolicited bulk messages (or spam) to others.** Also, do not facilitate this activity, such as by selling spambots, server "raid" tools, account-creation tools, token generators, CAPTCHA-solving services, or other spam tools.
- Do not sell or purchase methods for artificially increasing server membership, such as via advertisements or botting.
- **Do not organize, promote, or engage in any illegal behavior**, such as the buying, selling, or trading of dangerous and regulated goods. Dangerous goods have reasonable potential to cause real-world, physical harm to individuals. Regulated goods have laws in place that restrict the purchase, sale, trade, or ownership of the goods.
- **Do not abuse Discord products in any way**, such as selling or purchasing an account or server, participating in fraudulent Nitro incentives or Boosting activities, or using monetization features to commit fraud.
- **Do not evade permanent Discord-level enforcement actions.** This includes creating new or using existing accounts or communities after being removed for violating our platform rules.
- **Do not use self-bots or user-bots**. Each account must be associated with a human, not a bot. Self-bots put strain on Discord's infrastructure and our ability to run our services.
- **Do not mislead Discord's support teams**. Do not make false or malicious reports to our Trust & Safety or other customer support teams, send multiple reports about the same issue, or ask

a group of users to report the same content or issue. Repeated violations of this guideline may result in loss of access to our reporting functions.

If you see any activity that violates these guidelines, our Terms of Service, or our other policies, please report it to us. You can learn more on how to report to us here. However, please note that we strongly discourage and may take action against vigilantism, as this behavior can put individuals in harm's way and can also interfere with our investigations and ability to report to law enforcement.

These guidelines will continue to evolve over time. This means we may take action against a user, server, or content that violates the spirit of these guidelines when we encounter a new threat or harm that is not explicitly covered in the current version.

We will always make our best effort to notify you when we update these guidelines, but it is up to you to follow the spirit of them: keep Discord safe and a place for everyone to belong. Thanks for doing your part.

English

Product	Company	Resources	Policies
Download	About	College	Terms
Nitro	Jobs	Support	Privacy
Status	Brand	Safety	Cookie
Арр	Newsroom	Blog	Settings
Directory	Fall Release	Feedback	Guidelines
		StreamKit	Acknowledgements

StreamKit

New Mobile Experience	Creators Community Developers	Licenses Company Information
	Gaming	
	Official 3rd Party Merch	

Open Discord