
Terms of Service

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1. Who we are and Acceptance of the Terms

ProfileNest ("ProfileNest", "the Service", "we", "us") is a web platform that allows users to create, customize, save, and share profiles and biographies inspired by the aesthetic of Discord profiles, with additional features such as public profile discovery, shared workspaces, and a connected Discord bot.

By using ProfileNest, logging in, or purchasing a paid plan, you acknowledge that you have read, understood, and fully accepted these Terms of Service (the "Terms") and our Privacy Policy. If you do not agree to these Terms, do not use the Service.

ProfileNest is not affiliated with, sponsored by, or endorsed by Discord Inc. "Discord" is a trademark of its respective owners and is referenced solely for descriptive and interoperability purposes.

2. Definitions

User: any person who accesses or uses the Service.

Account: the user profile created through authentication with Discord.

User Content: profiles, bios, texts, images, links, and any other material that the User creates, uploads, or publishes through the Service.

Paid Plans: optional subscriptions, currently "Bio Plus", "Profile Plus", and "Premium", that unlock additional features.

Public Content: User Content made visible to other users, for example through the Discovery section or sharing links.

Virtual Currencies: virtual units used within ProfileNest. ProfileNest currently uses two types of Virtual Currencies: "Gold", which may be purchased through the ProfileNest store available on Discord, and "Silver", which may be earned by voluntarily viewing eligible advertisements made available through the Service.

3. Description of the Service

ProfileNest provides tools for creating and customizing profiles and bios, an image library, statistics, collaborative workspaces, integration with a Discord bot, and optional advertising-based reward features.

Available features may vary depending on the active plan and may be modified, added, or removed over time.

The Service is provided "as is" and "as available", as provided under Section 11.

4. Access Requirements and Minimum Age

To use ProfileNest, you must:

1. have a valid Discord account with a verified email address;
2. meet the minimum age requirements established by Discord's Terms of Service for the use of Discord and its services. The applicable minimum age may vary depending on the User's country or jurisdiction. ProfileNest does not independently establish a minimum age requirement and relies on Discord's age requirements for access to the Service, which is accessed through Discord.
3. not be a person or entity prohibited by law from using the Service.

5. Account and Authentication

Access to ProfileNest is provided exclusively through Discord OAuth authentication. We do not manage or store your Discord password.

You are responsible for:

- the security of your linked Discord account;
- all activities carried out through your Account;
- the accuracy of the information you provide.

You must promptly notify ProfileNest if you become aware of any unauthorized use of your Account.

We may suspend or terminate an Account in the event of a violation of these Terms, as provided under Section 10.

6. Acceptable Use and Prohibited Conduct

You agree not to use the Service to, among other things:

1. publish content that is illegal, defamatory, obscene, violent, discriminatory, hateful, or that infringes the rights of others;
2. publish sexual material involving minors or content that places minors at risk;
3. infringe the intellectual property rights, trademarks, copyrights, or privacy rights of third parties;
4. impersonate other individuals, entities, or ProfileNest itself;
5. upload malware, attempt unauthorized access, perform mass scraping, overload, or compromise the infrastructure;
6. circumvent technical limitations, moderation systems, cooldowns, or plan restrictions;
7. use the Service for spam, phishing, or fraudulent activities;
8. resell, sublicense, or commercially exploit the Service without authorization.

We reserve the right, but not the obligation, to moderate, remove, or make User Content unavailable if we reasonably determine that such content violates these Terms or applicable law.

6.1 Reporting Illegal Content and Copyright Infringement

If you believe that User Content available through ProfileNest violates applicable law or infringes your copyright or other intellectual property rights, you may submit a report through ProfileNest's content reporting system.

The content reporting system allows you to follow the applicable reporting procedure and provide the information necessary to identify and assess the reported content, including reports concerning copyright infringement.

Reports may be reviewed by ProfileNest and, where appropriate or required by applicable law, the reported content may be removed, restricted, or made unavailable.

The reporting system may also provide information regarding the status or outcome of a report and, where applicable, the procedures available to the affected parties to request a review or otherwise challenge a decision.

Users must provide accurate and complete information when submitting a report. False, abusive, or knowingly misleading reports may result in restrictions on the use of the reporting system or other appropriate action.

7. User Content

Ownership. You retain ownership of the rights to the Content you create. We do not claim ownership of your Content.

License to ProfileNest. You grant ProfileNest a non-exclusive, worldwide, royalty-free, transferable, and sublicensable license to host, store, reproduce, technically adapt, and display your Content solely for the purpose of operating, providing, and improving the Service, including displaying your profile, showing it in Discovery if you make it public, or generating sharing previews.

This license ends when you remove the Content or close your Account, except for temporary backup copies or where retention is required by law.

Public Content. If you make a profile or bio public, it may be viewed and shared by others and, where you expressly enable it, for example through the "remix" or "remixable" feature, may be used as a basis by other users according to the conditions you have selected.

Responsibility. You are solely responsible for your Content and represent that you have all necessary rights to publish it.

8. ProfileNest Intellectual Property

The Service, its software, design, trademarks, logos, and content provided by us are owned by ProfileNest or its licensors and are protected by applicable laws.

You acquire no rights in them other than the limited and revocable right to use the Service in accordance with these Terms.

9. Paid Plans, Virtual Currencies, Advertising, and Payments

ProfileNest offers certain paid features and subscription plans that can be activated using Virtual Currencies.

ProfileNest currently uses two types of Virtual Currencies: Gold and Silver.

9.1 Gold currency

Gold is a Virtual Currency that may be purchased through the ProfileNest store available on Discord, using the payment methods made available by Discord.

ProfileNest does not directly collect or store credit card, bank account, or other payment instrument information used to purchase Gold through Discord. Payment information is processed by Discord and its applicable payment service providers in accordance with their respective terms and policies.

Gold may only be used within ProfileNest for the purposes and at the rates specified by the Service.

Gold does not constitute money, electronic money, a deposit, or any other monetary instrument and cannot be converted into real currency, withdrawn, transferred, sold, or exchanged for monetary value, except where expressly required by applicable law.

The price of Gold, the available quantities, and the features or services for which Gold may be used may be modified over time.

9.2 Silver currency

Silver is a Virtual Currency that may be earned by voluntarily viewing eligible advertisements made available through ProfileNest.

Advertisements that provide Silver are not automatically displayed merely because a User visits, opens, or uses the Service. The User must expressly choose to view an eligible advertisement before it is displayed.

The amount of Silver awarded, the availability of advertisements, and any applicable limits or eligibility requirements may be modified, suspended, or discontinued at any time.

Silver has no monetary value outside ProfileNest and cannot be purchased, withdrawn, converted into real currency, transferred, sold, or exchanged for monetary value.

ProfileNest may restrict or deny Silver rewards where it detects abuse, manipulation, automated activity, fraudulent behavior, or attempts to circumvent the applicable reward mechanisms.

9.3 Advertising

ProfileNest may make advertisements available through third-party advertising services, including Google's advertising services.

Advertisements made available in exchange for Silver require a specific action by the User before the advertisement is displayed.

The availability and type of advertisements may vary depending on the User, location, device, applicable laws, consent choices, and other factors.

Where required by applicable law, ProfileNest will obtain the User's consent before using personal data, cookies, local storage, or similar technologies for advertising purposes that require consent.

Additional information regarding advertising, the advertising providers used by ProfileNest, the categories of data processed, cookies and similar technologies, the purposes of processing, applicable legal bases, and User rights is provided in the Privacy Policy.

9.4 Activation of Paid Plans Using Virtual Currencies

Users may activate certain paid plans or features using the applicable amount of Gold or Silver displayed by ProfileNest.

The amount of Virtual Currency required to activate a plan or feature is determined by ProfileNest and may vary over time.

The available plans may include "Bio Plus", "Profile Plus", and "Premium".

Unless otherwise stated at the time of activation, the activated plan remains available for the period specified by the Service. At the end of that period, the plan may expire and the Account may return to the free plan unless the User activates the plan again using the required Virtual Currency.

The purchase of Gold, the earning of Silver, and the use of either Virtual Currency to activate a plan or feature are separate actions within the Service.

9.5 Refunds and Right of Withdrawal

Purchases of Gold made through the ProfileNest store on Discord are, unless otherwise required by applicable law or provided for under Discord's applicable policies, considered final and non-refundable.

The User acknowledges that digital products or services purchased through Discord may be made available immediately after the purchase.

For Users residing in the European Union, Discord's Paid Services Terms state that, when purchasing paid services through Discord, the User requests immediate access to the purchased content and consents to its immediate availability. Discord further states that the statutory right of withdrawal is lost when the purchase is completed, subject to applicable law and Discord's applicable Refund Policy.

Accordingly, ProfileNest does not provide refunds for Gold purchases made through its Discord store, except where a refund is required by applicable law or expressly provided for under Discord's applicable policies.

Silver earned by viewing advertisements is not purchased by the User and has no monetary value. Silver therefore cannot be refunded, exchanged for money, or redeemed for monetary compensation.

Any request relating to a payment made through Discord may also be subject to Discord's procedures, terms, and applicable Refund Policy. Users are responsible for reviewing the terms applicable at the time of purchase.

9.6 Non-Payment, Chargebacks, and Loss of Access

In the event of a payment reversal, chargeback, cancellation of a purchase, fraudulent transaction, or loss of access to the associated Discord Account, ProfileNest may revoke or disable Gold obtained through the affected transaction and may disable any paid features activated using such Gold.

ProfileNest may also take appropriate action against Accounts that abuse, manipulate, or fraudulently exploit the Virtual Currency or advertising reward systems.

10. Account Suspension and Termination

10.1 Suspension by Us

We may temporarily suspend or permanently terminate your Account, or restrict access to certain features, in the event of:

- a violation of these Terms or applicable law;
- conduct that harms other users, third parties, or the Service;
- risks to the security or integrity of the platform;
- legal obligations or requests from competent authorities.

Where reasonably possible and lawful, we will inform you of the reason for the suspension and its duration.

During a suspension, access to the Service's features will be restricted. You may view the suspension information page, which will indicate the reason, duration, whether the suspension is temporary or permanent, and the procedures for submitting a complaint or requesting a review.

10.2 Complaints and Review

If you believe that a suspension is incorrect, you may use the procedures indicated on the suspension page to request a review.

10.3 Termination by You

You may stop using the Service at any time and request deletion of your Account and associated data in accordance with the Privacy Policy. Termination of a paid plan is governed by Section 9.

10.4 Effects of Termination

Upon termination of the Account, User Content may be removed or made inaccessible, subject to temporary backups, legal obligations, and data that we are required or permitted to retain for legitimate purposes.

Termination does not entitle you to a refund of amounts already paid, except as required by applicable law or provided for under Discord's policies.

Any unused Virtual Currencies associated with the Account, including Gold and Silver, will be permanently lost upon termination or deletion of the Account. Users are not entitled to any refund, compensation, conversion, or other monetary value for unused Virtual Currencies, except where otherwise required by applicable law.

11. Disclaimer of Warranties

To the maximum extent permitted by law, the Service is provided "as is" and "as available", without warranties of any kind, express or implied, including warranties of fitness for a particular purpose, continuity, freedom from errors, or absolute security.

We do not guarantee that the Service will always be available, uninterrupted, or free from defects.

12. Limitation of Liability

To the maximum extent permitted by law, ProfileNest shall not be liable for indirect, incidental, special, consequential, or punitive damages, or for loss of data, profits, or goodwill, arising from the use of or inability to use the Service.

Nothing in these Terms excludes or limits liability that cannot legally be excluded or limited, including liability for willful misconduct or gross negligence, or rights that cannot be waived by consumers under applicable law.

13. Governing Law

These Terms are governed by Italian law.

For users who qualify as consumers, the mandatory provisions of applicable consumer protection laws remain applicable, including those concerning territorial jurisdiction and dispute resolution.

14. Miscellaneous

- Entire Agreement. These Terms and the documents referenced herein constitute the entire agreement between you and ProfileNest regarding the Service.
- Severability. If any provision is found to be invalid or unenforceable, the remaining provisions will remain valid and effective.
- Assignment. You may not assign your rights without our consent; we may assign our rights in the event of a reorganization or transfer of the business.
- Waiver. Failure to exercise a right does not constitute a waiver of that right.