Terms and Conditions of Use for BlueArk Service

1. Introduction

Welcome to BlueArk's migration service. By using our service, you agree to the terms and conditions described below. BlueArk is an independent platform, with no affiliation to X/Twitter or Bluesky. We created BlueArk to help you migrate your content from X/Twitter to Bluesky in a simple, secure, and efficient way.

2. Description of the Service

BlueArk facilitates the migration of tweets, photos, and videos from X/Twitter to Bluesky, using secure and authorized APIs. Our service consists of:

- **Collection of public data:** Including tweets, photos, videos, and threads.
- **Data processing:** We determine what will be migrated and in what format.
- **Gradual publishing on Bluesky:** We respect the technical limitations of the platform to ensure a secure process.

3. Rules for Content Import

During the migration process, the following types of content will be migrated:

- **Tweets, threads, and replies to your own tweets**
- **Photos and videos up to 60 seconds**
- **Links to videos longer than 60 seconds** (available for an additional fee)

Special Situations

- **Tweets with multiple videos:** Will be published as replies to the main tweet.
- **Tweets with multiple media (photos and videos):** Will be organized into a thread.
- **Tweets over 300 characters:** Will be split into replies within the same thread.
- **Sensitive content:** Tweets categorized as sensitive by X/Twitter may not be migrated. This categorization is done automatically by the platform and is beyond BlueArk's control.

4. Non-Imported Content

The following types of content will not be migrated to Bluesky:

- **Retweets and quotes from other users**
- **Followers or followed accounts**
- **Likes, saved items, and like counts**
- **Videos longer than 60 seconds** (except when paid hosting is contracted)

5. User Data Privacy and Security

At BlueArk, we value the privacy and security of our users' data. We use secure APIs to access only public data from X/Twitter, transferred in encrypted form. We do not collect or store sensitive data, such as passwords. All data not needed for the migration is automatically deleted from our systems.

6. Bluesky Password

To automatically publish your migrated tweets on Bluesky, we request your Bluesky password. This password is encrypted and protected, and is deleted from our servers after the migration is completed. We ensure that even our team has no access to this password.

7. Responsibility for Migrated Content

BlueArk **is not responsible** for migrating content belonging to third-party accounts. Ensuring that the content to be migrated is associated with the user's own account is the user's responsibility. If attempts to migrate content from accounts that do not belong to the user are identified, the migration may be canceled.

BlueArk **is not responsible** for failures due to blocks, restrictions, or changes in the policies of the source platforms, which may impact the completeness of the content migration.

8. How the Service Works

Migration works through calls to the X/Twitter API, respecting the limitations of both platforms.

- **API Import**: The import involves the collection of public data, but it is subject to restrictions imposed by the API itself. This means that some tweets, such as retweets and sensitive content, may not be returned. Even when using official APIs, there are

technical limitations that affect the completeness of the import, such as content policies and access limits.

- **API Limitations**: The API does not allow the retrieval of all account data. This includes retweets and tweets categorized as sensitive, which may be omitted. Even the official Twitter export file does not contain all tweets, such as retweets and sensitive content. The number of tweets collected by the API never reaches 100% of the user's tweets due to these technical limitations imposed by X/Twitter, which are beyond our control.
- **Migration Timeframe**: Publishing is done gradually to avoid overload and ensure the safety of the process. The migration time may vary depending on the volume of data and may take from days to weeks. The timeframe provided on our website is an estimate and not a guaranteed final deadline. Changes in the timeframe may occur, and we will always communicate new estimates when necessary.

9. Payments and Fees

The service is charged according to the volume of content to be migrated. Our pricing structure includes:

- **Fixed fee:** For system development, hosting, and maintenance.
- **Additional cost:** Per chunk of tweets or migrated media.

Detailed Costs (as of 06th Oct. 2024)

- **US_BKSY_TWEETS_V2**: $0.30 USD per chunk of tweets (variable).
- **US_BSKY_MEDIAS_V2**: $0.10 USD per chunk of media (variable).
- **US_BSKY_PLATFORM_V4**: $4.20 USD (fixed fee).

All payments are processed by Stripe. In case you need a different payment method that is not available at the payment page, reach out via email or Bluesky chat to request specific payment link.

If you have questions about prices or payment methods, please contact us at **blueark@blueark.app**.

10. Cancellation and Refund

- **Digital Service**: Since this is a digital service, once the migration process has started, it is not eligible for cancellation or refund.
- **Exceptional Cases**: In exceptional situations involving technical problems or extraordinary maintenance, we may evaluate the situation for possible compensations or proportional adjustments according to the stage of the migration. If part of the service has already been performed, we will charge proportionally for the costs already incurred.

11. Technical Limitations

- **Source Platforms**: Due to the limitations of the APIs and platforms involved, some functionalities of X/Twitter cannot be migrated.
- **Bluesky Algorithm**: The original date of the tweet is respected, but we do not commit to how this is handled by the Bluesky algorithm. Commonly, migrated tweets may not appear in the 'Discover' and 'Following' feeds but may still appear in personalized feeds, depending on the platform's display logic.
- **Unexpected Changes**: Unexpected changes on the source platforms may impact the process and cause delays in migration.

12. Acceptance of Terms

By using our services, you declare that you are aware of and agree to the terms described above.

13. Contact Information

For any questions or additional information, please contact us via email: **blueark@blueark.app**.

14. Changes to the Terms

BlueArk reserves the right to amend these terms at any time. Any changes will be communicated to users in advance, and the continued use of the service implies acceptance of the changes.