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[Site Policy](#) / **GitHub Terms of Service**

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# GitHub Terms of Service

Thank you for using GitHub! We're happy you're here. Please read this Terms of Service agreement carefully before accessing or using GitHub. Because it is such an important contract between us and our users, we have tried to make it as clear as possible. For your convenience, we have presented these terms in a short non-binding summary followed by the full legal terms.

## Summary

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| Section   | What can you find there?  |
|---|---|
| <a href="#">A. Definitions</a>                  | Some basic terms, defined in a way that will help you understand this agreement. Refer back up to this section for clarification.                                       |
| <a href="#">B. Account Terms</a>                | These are the basic requirements of having an account on GitHub.  |
| <a href="#">C. Acceptable Use</a>               | These are the basic rules you must follow when using your GitHub account.   |
| <a href="#">D. User-Generated Content</a>       | You own the content you post on GitHub. However, you have some responsibilities regarding it, and we ask you to grant us some rights so we can provide services to you. |
| <a href="#">E. Copyright &amp; DMCA Policy</a>  | This section talks about how GitHub will respond if you believe someone is infringing your copyrights on GitHub.  |
| <a href="#">F. Intellectual Property Notice</a> | This describes GitHub's rights in the website and service.  |
| <a href="#">G. API Terms</a>                    | These are the rules for using GitHub's APIs, whether you are using the API for development or data collection.  |

| Section  | What can you find there?  |
|--|---|
| <a href="#">H. Additional Terms for GitHub Pages</a> | We have a few specific rules for content hosted using GitHub Pages.   |
| <a href="#">I. Advertising on GitHub</a>             | If you want to promote your content on GitHub, this section lays out some rules you must follow.  |
| <a href="#">J. Payment</a>                           | You are responsible for payment. We are responsible for billing you accurately.   |
| <a href="#">K. Cancellation and Termination</a>      | You may cancel this agreement and close your account at any time.   |
| <a href="#">L. Communications with GitHub</a>        | We only use email and other electronic means to stay in touch with our users. We do not provide phone support.  |
| <a href="#">M. Disclaimer of Warranties</a>          | We provide our service as is, and we make no promises or guarantees about this service. <b>Please read this section carefully; you should understand what to expect.</b>  |
| <a href="#">N. Limitation of Liability</a>           | We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. <b>Please read this section carefully; it limits our obligations to you.</b> |
| <a href="#">O. Release and Indemnification</a>       | You are fully responsible for your use of the service.  |
| <a href="#">P. Changes to these Terms of Service</a> | We may modify this agreement, but we will give you 30 days' notice of changes that affect your rights.  |
| <a href="#">Q. Miscellaneous</a>                     | Please see this section for legal details including our choice of law.  |

## The GitHub Terms of Service

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Effective date: February 28, 2017

### A. Definitions

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**Short version:** *We use these basic terms throughout the agreement, and they have specific meaning. You should know what we mean when we use each of the terms. There's not going to be a test on it, but it's still useful information.*

- 1** The “Agreement” refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the “Terms of Service” or the “Terms”) and all other operating rules, policies (including the GitHub Privacy Statement, available at [github.com/site/privacy](https://github.com/site/privacy)) and procedures that we may publish from time to time on the Website. Most of our site policies are available at [help.github.com/categories/site-policy](https://help.github.com/categories/site-policy).
- 2** The “Service” refers to the applications, software, products, and services provided by GitHub.
- 3** The “Website” refers to GitHub’s website located at [github.com](https://github.com), and all content, services, and products provided by GitHub at or through the Website. It also refers to GitHub-owned subdomains of github.com, such as [education.github.com](https://education.github.com) and [pages.github.com](https://pages.github.com). These Terms also govern GitHub’s conference websites, such as [CodeConf.com](https://codeconf.com) and product websites, such as [atom.io](https://atom.io). Occasionally, websites owned by GitHub may provide different or additional terms of service. If those additional terms conflict with this Agreement, the more specific terms apply to the relevant page or service.
- 4** “The User,” “You,” and “Your” refer to the individual person, company, or organization that has visited or is using the Website or Service; that accesses or uses any part of the account; or that directs the use of the account in the performance of its functions. A User must be at least 13 years of age. Special terms may apply for business or government accounts (See [Section B \(Additional Terms\)](#)).
- 5** “GitHub,” “We,” and “Us” refer to GitHub, Inc., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.
- 6** “Content” refers to content featured or displayed through the Website, including without limitation text, data, articles, images, photographs, graphics, software, applications, designs, features, and other materials that are available on the Website or otherwise available through the Service. “Content” also includes Services. “User-Generated Content” is Content, written or otherwise, created or uploaded by our Users. “Paid Content” is Content only available to Users who are participating in a payment plan, including private repositories.

## B. Account Terms

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**Short version:** *A human must create your account; you must be 13 or over; you must provide a valid email address; and you may not have more than one free account. You alone are responsible for your*

*account and anything that happens while you are signed in to or using your account. You are responsible for keeping your account secure.*

## 1. Required Information

You must provide a valid email address in order to complete the signup process. Any other information requested, such as your real name, is optional, unless you are accepting these terms on behalf of a legal entity (in which case we need more information about the legal entity) or if you opt for a [paid account](#), in which case additional information will be necessary for billing purposes.

## 2. Account Requirements

We have a few simple rules for accounts on GitHub's Service.

You must be a human to create an account. Accounts registered by "bots" or other automated methods are not permitted. We do permit machine accounts:

A machine account is an account set up by an individual human who accepts the Terms on behalf of the account, provides a valid email address, and is responsible for its actions. A machine account is used exclusively for performing automated tasks. Multiple users may direct the actions of a machine account, but the owner of the account is ultimately responsible for the machine's actions. You may maintain no more than one free machine account in addition to your free personal account.

One person or legal entity may maintain no more than one free account (if you choose to control a machine account as well, that's fine, but it can only be used for running a machine).

You must be age 13 or older. While we are thrilled to see brilliant young coders get excited by learning to program, we must comply with United States law. GitHub does not target our Service to children under 13, and we do not permit any Users under 13 on our Service. If we learn of any User under the age of 13, we will [terminate that User's account immediately](#). If you are a resident of a country outside the United States, your country's minimum age may be older; in such a case, you are responsible for complying with your country's laws.

Your login may only be used by one person — i.e., a single login may not be shared by multiple people. A paid organization account may create separate logins for as many users as its subscription allows.

Overall, the number of Users must not exceed the number of accounts you've ordered from us.

## 3. User Account Security

You are responsible for keeping your account secure while you use our Service. We offer tools such as two-factor authentication to help you maintain your account's security, but the content of your account and its security are up to you.

You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have accounts under your account).

You are responsible for maintaining the security of your account and password. GitHub cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You will promptly [notify GitHub](#) if you become aware of any unauthorized use of, or access to, our Service through your account, including any unauthorized use of your password or account.

## 4. Additional Terms

In some situations, third parties' terms may apply to your use of GitHub. For example, you may be a member of an organization on GitHub with its own terms or license agreements; you may download an application that integrates with GitHub; or you may use GitHub to authenticate to another service. Please be aware that while these Terms are our full agreement with you, other parties' terms govern their relationships with you.

If you are a government User or otherwise accessing or using any GitHub Service in a government capacity, this [Government Amendment to GitHub Terms of Service](#) applies to you, and you agree to its provisions.

If you are an owner or administrator of an Organization on GitHub, additional terms may govern your relationship with us and supersede this Agreement.

## C. Acceptable Use

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**Short version:** *GitHub hosts a wide variety of collaborative projects from all over the world, and that collaboration only works when our users are able to work together in good faith. While using the service you must follow this Acceptable Use Policy, which includes some restrictions on content you can post, conduct on the service, and other limitations. In short, be excellent to each other.*

### 1. Compliance with Laws and Regulations

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, export control laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Service is in compliance with laws and any applicable regulations.

### 2. Content Restrictions

You agree that you will not under any circumstances upload, post, host, or transmit any content that:

is unlawful or promotes unlawful activities;

- is or contains sexually obscene content;
- is libelous, defamatory, or fraudulent;
- is discriminatory or abusive toward any individual or group;
- contains or installs any active malware or exploits, or uses our platform for exploit delivery (such as part of a command and control system); or
- infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights.

### 3. Conduct Restrictions

While using GitHub, you agree that you will not under any circumstances:

- harass, abuse, threaten, or incite violence towards any individual or group, including GitHub employees, officers, and agents, or other GitHub Users;
- use our servers for any form of excessive automated bulk activity (for example, spamming), or relay any other form of unsolicited advertising or solicitation through our servers, such as get-rich-quick schemes;
- attempt to disrupt or tamper with GitHub's servers in ways that could harm our Website or Service, place undue burden on GitHub's servers through automated means, or to access GitHub's Service ways that exceed your authorization (other than those authorized by the [GitHub Bug Bounty program](#));
- impersonate any person or entity, including any of our employees or representatives, including through false association with GitHub, or by fraudulently misrepresenting your identity or site's purpose; or
- violate the privacy of any third party, such as by posting another person's personal information without consent.

### 4. Services Usage Limits

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without GitHub's express written permission.

### 5. Scraping

Scraping refers to extracting data from our Website via an automated process, such as a bot or webcrawler. It does not refer to the collection of information through GitHub's API. Please see [Section](#) for our API Terms. You may scrape the website for the following reasons:

- Researchers may scrape public, non-personal information from GitHub for research purposes, only

any publications resulting from that research are open access.

Archivists may scrape GitHub for public data for archival purposes.

You may not scrape GitHub for spamming purposes, including for the purposes of selling GitHub user personal information, such as to recruiters, headhunters, and job boards.

All use of GitHub data gathered through scraping must comply with the [GitHub Privacy Statement](#).

## 6. Privacy

Misuse of GitHub Users' Personal Information is prohibited.

Any person, entity, or service collecting data from GitHub must comply with the [GitHub Privacy Statement](#), particularly in regards to the collection of our Users' Personal Information (as defined in the [GitHub Privacy Statement](#)). If you collect any GitHub User's Personal Information from GitHub, you agree that you will only use the Personal Information you gather for the purpose for which our User has authorized it. You agree that you will reasonably secure any Personal Information you have gathered from GitHub, and you will respond promptly to complaints, removal requests, and "do not contact" requests from GitHub or GitHub Users.

## 7. Excessive Bandwidth Use

If we determine your bandwidth usage to be significantly excessive in relation to other GitHub customers, we reserve the right to suspend your account or throttle your file hosting until you can reduce your bandwidth consumption.

## 8. User Protection

You agree not to engage in activity that significantly harms our Users. We will resolve disputes in favor of protecting our Users as a whole.

# D. User-Generated Content

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**Short version:** *You own content you create, but you allow us certain rights to it, so that we can display and share the content you post. You still have control over your content, and responsibility for it, and the rights you grant us are limited to those we need to provide the service. We have the right to remove content or close accounts if we need to.*

## 1. Responsibility for User-Generated Content

You may create User-Generated Content while using the Service. You are solely responsible for the content of, and any harm resulting from, any User-Generated Content that you post, upload, link to or otherwise make available via the Service, regardless of the form of that Content. We are not responsible for any public display or misuse of your User-Generated Content.

## 2. Ownership of Content and Right to Post

You retain ownership of and responsibility for Content you create. If you're posting anything you did not create yourself, you agree that you will only submit Content that you have the right to post, and you will fully comply with any third party licenses relating to Content you post.

## 3. GitHub May Remove Content

We do not pre-screen User-Generated Content, but we have the right (though not the obligation) to refuse or remove any User-Generated Content that, in our sole discretion, violates any GitHub terms or policies.

## 4. License Grant to Us

Your Content belongs to you, and you are responsible for Content you post even if it does not belong to you. However, we need the legal right to do things like host it, publish it, and share it. You grant us and our legal successors the right to store and display your Content and make incidental copies as necessary to render the Website and provide the Service.

That means you're giving us the right to do things like reproduce your content (so we can do things like copy it to our database and make backups); display it (so we can do things like show it to you and other users); modify it (so our server can do things like parse it into a search index); distribute it (so we can do things like share it with other users); and perform it (in case your content is something like music or video).

This license does not grant GitHub the right to sell your Content or otherwise distribute it outside of our Service.

## 5. License Grant to Other Users

Any Content you post publicly, including issues, comments, and contributions to other Users' repositories, may be viewed by others. By setting your repositories to be viewed publicly, you agree to allow others to view and "fork" your repositories (this means that others may make their own copies of your Content in repositories they control).

If you set your pages and repositories to be viewed publicly, you grant each User of GitHub a nonexclusive, worldwide license to access your Content through the GitHub Service, and to use, display and perform your Content, and to reproduce your Content solely on GitHub as permitted through

GitHub's functionality. You may grant further rights if you [adopt a license](#).

## 6. Contributions Under Repository License

Whenever you make a contribution to a repository containing notice of a license, you license your contribution under the same terms, and you agree that you have the right to license your contribution under those terms. If you have a separate agreement to license your contributions under different terms such as a contributor license agreement, that agreement will supercede.

Isn't this just how it works already? Yep. This is widely accepted as the norm in the open-source community; it's commonly referred to by the shorthand "inbound=outbound". We're just making it explicit.

## 7. Moral Rights

You retain all moral rights to Content you upload, publish, or submit to any part of the Service, including the rights of integrity and attribution. However, you waive these rights and agree not to assert them against us, to enable us to reasonably exercise the rights granted in Section D.4, but not otherwise. You understand that you will not receive any payment for any of the rights granted in this Section.

To the extent such an agreement is not enforceable by applicable law, you grant GitHub a nonexclusive, revocable, worldwide, royalty-free right to (1) use the Content without attribution strictly as necessary to render the Website and provide the Service; and (2) make reasonable adaptations of the Content as provided in this Section. We need these rights to allow basic functions like search to work.

## 8. Private Repositories

Paid accounts may have [private repositories](#), which allow the User to control access to Content. GitHub employees [only access private repositories when access is required for security or maintenance](#) or for support reasons, and then only with the consent of the repository owner. Because we respect your privacy in private repositories, you must respect the Terms of Service in everything you post to a private repository. If we have reason to believe the contents of a private repository are in violation of the law or of these Terms, we have the right to remove them.

## E. Copyright Infringement and DMCA Policy

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If you believe that content on our website violates your copyright, please contact us in accordance with our [Digital Millennium Copyright Act Policy](#). If you are a copyright owner and you believe that content on GitHub violates your rights, please contact us via [our convenient DMCA form](#) or by emailing [copyright@github.com](mailto:copyright@github.com). There may be legal consequences for sending a false or frivolous takedown notice. Before sending a takedown request, you must consider legal uses such as fair use and license

uses.

We will terminate the accounts of [repeat infringers](#) of this policy.

## F. Intellectual Property Notice

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**Short version:** *We own the service and all of our content. In order for you to use our content, we give you certain rights to it, but you may only use our content in the way we have allowed.*

### 1. GitHub's Rights to Content

GitHub and our licensors, vendors, agents, and/or our content providers retain ownership of all intellectual property rights of any kind related to the Website and Service. We reserve all rights that are not expressly granted to you under this Agreement or by law. The look and feel of the Website and Service is copyright © GitHub, Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from GitHub.

### 2. GitHub Trademarks and Logos

If you'd like to use GitHub's trademarks, you must follow all of our trademark guidelines, including those on our logos page: <https://github.com/logos>.

### 3. License to GitHub Policies

This Agreement is licensed under the [Creative Commons Attribution license](#). You may use it freely under the terms of the Creative Commons license.

## G. API Terms

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**Short version:** *You agree to these Terms of Service, plus this Section G, when using any of GitHub's APIs (Application Provider Interface), including use of the API through a third party product that accesses GitHub.*

### 1. Limitation of Liability for API Use

You understand and agree that GitHub is not liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if GitHub has been advised of the possibility of such

damages), resulting from your use of the API or third-party products that access data via the API.

## 2. No Abuse or Overuse of the API

Abuse or excessively frequent requests to GitHub via the API may result in the temporary or permanent suspension of your account's access to the API. GitHub, in our sole discretion, will determine abuse or excessive usage of the API. We will make a reasonable attempt to warn you via email prior to suspension.

You may not share API tokens to exceed GitHub's rate limitations.

You may not use the API to download data or Content from GitHub for spamming purposes, including for the purposes of selling GitHub users' personal information, such as to recruiters, headhunters, and job boards.

All use of the GitHub API is subject to these Terms of Service and the [GitHub Privacy Statement](#).

GitHub may offer subscription-based access to our API for those Users who require high-throughput access or access that would result in resale of GitHub's Service.

## 3. GitHub May Terminate Your Use of the API

We reserve the right at any time to modify or discontinue, temporarily or permanently, your access to the API or any part of it with or without notice.

## H. Additional Terms for GitHub Pages

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**Short version:** *The GitHub Pages hosting service is subject to certain rules, in addition to the rest of the Terms.*

Each GitHub account comes with access to the [GitHub Pages static hosting service](#). This hosting service is intended to host static web pages for GitHub users. GitHub Pages are subject to some specific bandwidth and usage limits, and may not be appropriate for some high-bandwidth uses. Please see our [GitHub Pages guidelines](#) for more information.

GitHub reserves the right at all times to reclaim any GitHub subdomain without liability.

## I. Advertising on GitHub

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**Short version:** *We do not generally prohibit use of GitHub for advertising. However, we expect our*

*users to follow certain limitations, so GitHub does not become a spam haven. No one wants that.*

## 1. GitHub Pages

We offer Pages sites primarily as a showcase for personal and organizational projects. Some monetization efforts are permitted on Pages, such as donation buttons and crowdfunding links.

## 2. GitHub Repositories

GitHub repositories are intended to host Content. You may include static images, links, and promotional text in the README documents associated with your repositories, but they must be related to the project you are hosting on GitHub.

You may not advertise in other Users' repositories, such as by posting monetized or excessive bulk content in issues.

## 3. Spamming and Inappropriate Use of GitHub

Advertising Content, like all Content, must not violate the law or these Terms of Use, for example through excessive bulk activity such as spamming. We reserve the right to remove any advertisement that, in our sole discretion, violate any GitHub terms or policies.

# J. Payment

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**Short version:** *You are responsible for any fees associated with your use of GitHub. We are responsible for communicating those fees to you clearly and accurately, and letting you know well in advance if those prices change.*

## 1. Pricing

Our pricing and payment terms are available at [github.com/pricing](https://github.com/pricing). If you agree to a subscription price that will remain your price for the duration of the payment term; however, prices are subject to change the end of a payment term.

## 2. Upgrades, Downgrades, and Changes

We will immediately bill you when you upgrade from the free plan to any paying plan.

If you change from a monthly billing plan to a yearly billing plan, GitHub will bill you for a full year at the next monthly billing date.

If you upgrade to a higher level of service, we will bill you for the upgraded plan immediately.

You may change your level of service at any time by [choosing a plan option](#) or going into your [Billing settings](#). If you choose to downgrade your account, you may lose access to Content, features, or capacity of your account. Please see our section on [Cancellation](#) for information on getting a copy that Content.

### 3. Billing Schedule; No Refunds

For monthly or yearly payment plans, the Service is billed in advance on a monthly or yearly basis respectively and is non-refundable. There will be no refunds or credits for partial months of service downgrade refunds, or refunds for months unused with an open account; however, the service will remain active for the length of the paid billing period.

In order to treat everyone equally, no exceptions will be made.

### 4. Authorization

By agreeing to these Terms, you are giving us permission to charge your on-file credit card, PayPal account, or other approved methods of payment for fees that you authorize for GitHub.

### 5. Responsibility for Payment

You are responsible for all fees, including taxes, associated with your use of the Service. By using the Service, you agree to pay GitHub any charge incurred in connection with your use of the Service. If you dispute the matter, contact [GitHub Support](#). You are responsible for providing us with a valid means of payment for paid accounts. Free accounts are not required to provide payment information.

## K. Cancellation and Termination

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**Short version:** *You may close your account at any time. If you do, we'll treat your information responsibly.*

### 1. Account Cancellation

It is your responsibility to properly cancel your account with GitHub. You can [cancel your account at a time](#) by going into your Settings in the global navigation bar at the top of the screen. The Account screen provides a simple, no questions asked cancellation link. We are not able to cancel accounts in response to an email or phone request.

### 2. Upon Cancellation

We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile and the Content of your repositories within 90 days of cancellation or termination (though some information may remain in encrypted backups). This information can not be recovered once your account is cancelled.

We will not delete Content that you have contributed to other Users' repositories or that other Users have forked.

Upon request, we will make a reasonable effort to provide an account owner with a copy of your lawful non-infringing account contents after account cancellation, termination, or downgrade. You must make this request within 90 days of cancellation, termination, or downgrade.

### 3. GitHub May Terminate

GitHub has the right to suspend or terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. GitHub reserves the right to refuse service to anyone for any reason at any time.

### 4. Survival

All provisions of this Agreement which by their nature should survive termination will survive termination including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## L. Communications with GitHub

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**Short version:** *We use email and other electronic means to stay in touch with our users.*

### 1. Electronic Communication Required

For contractual purposes, you (1) consent to receive communications from us in an electronic form via the email address you have submitted or via the Service; and (2) agree that all Terms of Service, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper. This section does not affect your non-waivable rights.

### 2. Legal Notice to GitHub Must Be in Writing

Communications made through email or GitHub Support's messaging system will not constitute legal notice to GitHub or any of its officers, employees, agents or representatives in any situation where

notice to GitHub is required by contract or any law or regulation. Legal notice to GitHub must be in writing and [served on GitHub's legal agent](#).

### 3. No Phone Support

GitHub only offers support via email, in-Service communications, and electronic messages. We do not offer telephone support.

## M. Disclaimer of Warranties

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**Short version:** *We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.*

GitHub provides the Website and the Service “as is” and “as available,” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding the Website and the Service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

GitHub does not warrant that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available at any particular time or location; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Service.

## N. Limitation of Liability

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**Short version:** *We will not be liable for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement. Please read this section carefully; it limits our obligations to you.*

You understand and agree that we will not be liable to you or any third party for any loss of profits, use goodwill, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from

- the use, disclosure, or display of your User-Generated Content;
- your use or inability to use the Service;
- any modification, price change, suspension or discontinuance of the Service;
- the Service generally or the software or systems that make the Service available;

unauthorized access to or alterations of your transmissions or data;  
statements or conduct of any third party on the Service;  
any other user interactions that you input or receive through your use of the Service; or  
any other matter relating to the Service.

Our liability is limited whether or not we have been informed of the possibility of such damages, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. We will have no liability for any failure or delay due to matters beyond our reasonable control.

## O. Release and Indemnification

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**Short version:** *You are responsible for your use of the service. If you harm someone else or get into dispute with someone else, we will not be involved.*

If you have a dispute with one or more Users, you agree to release GitHub from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

You agree to indemnify us, defend us, and hold us harmless from and against any and all claims, liabilities, and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement, provided that GitHub (1) promptly gives you written notice of the claim, demand, suit or proceeding; (2) gives you sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases GitHub of all liability) and (3) provides to you all reasonable assistance, at your expense.

## P. Changes to These Terms

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**Short version:** *We want our users to be informed of important changes to our terms, but some changes aren't that important — we don't want to bother you every time we fix a typo. So while we may modify this agreement at any time, we will notify users of any changes that affect your rights and give you time to adjust to them.*

We reserve the right, at our sole discretion, to amend these Terms of Service at any time and will update these Terms of Service in the event of any such amendments. We will notify our Users of material changes to this Agreement, such as price changes, at least 30 days prior to the change taking effect by posting a notice on our Website. For non-material modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part of it) with or without notice.

## Q. Miscellaneous

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### 1. Governing Law

Except to the extent applicable law provides otherwise, this Agreement between you and GitHub and any access to or use of the Website or the Service are governed by the federal laws of the United States of America and the laws of the State of California, without regard to conflict of law provisions. You and GitHub agree to submit to the exclusive jurisdiction and venue of the courts located in the City and County of San Francisco, California.

### 2. Non-Assignability

GitHub may assign or delegate these Terms of Service and/or the [GitHub Privacy Statement](#), in whole or in part, to any person or entity at any time with or without your consent, including the license grant in Section D.4. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Statement without our prior written consent, and any unauthorized assignment and delegation by you is void.

### 3. Section Headings and Summaries

Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

### 4. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of GitHub to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

### 5. Complete Agreement

These Terms of Service, together with the GitHub Privacy Statement, represent the complete and exclusive statement of the agreement between you and us. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and GitHub relating to the subject matter of these terms.

## 6. Questions

Questions about the Terms of Service? [Contact us](#).

 [Contact a human](#)

### Article versions

[GitHub.com](#)

GitHub Enterprise 2.9

GitHub Enterprise 2.8

GitHub Enterprise 2.7

GitHub Enterprise 2.6

GitHub Enterprise 2.5



