

# **EXHIBIT 1**

**Exhibit 1**

- GitHub Privacy Statement
- GitHub Terms of Service
- GitHub Copilot Terms from GitHub Terms for Additional Products and Features

## GitHub Privacy Statement

Effective date: September 1, 2022

Thanks for entrusting GitHub Inc. or GitHub B.V. (“GitHub”, “we”, “us” or “our”) with your source code, your projects, and your personal data. This Privacy Statement explains our practices regarding the collection, use, and disclosure of your data, including any personal data we collect and process in connection with our website and any applications, software, products, and services provided by GitHub, including any Beta Previews (collectively “Service”).

All capitalized terms have their definition in [GitHub’s Terms of Service](#), unless otherwise noted here.

### The short version

We use your personal information as this Privacy Statement describes. No matter where you are, where you live, or what your citizenship is, you have the same high standard of privacy protection when using GitHub’s products as all our users around the world, regardless of their country of origin or location.

To see our Privacy Notice to residents of California, please go to [GitHub’s Notice about the California Consumer Privacy Act](#) or scroll down.

### Summary

Section	What can you find there?
<a href="#">Who is responsible for the processing of your information</a>	Subject to limited exceptions, GitHub is the controller and entity responsible for the processing of your personal data in connection with the Website or Service if you are in North America. For individuals outside North America the data controller is GitHub B.V.
<a href="#">What information GitHub collects</a>	GitHub collects information directly from you for your registration, payment, transactions, and user profile. We also automatically collect from you your usage information, cookies, and device information, subject, where necessary, to your consent. GitHub may also collect personal data from third parties. We only collect the minimum amount of personal data necessary from you, unless you choose to provide more.
<a href="#">How GitHub uses your information</a>	In this section, we describe the ways in which we use your information, including to provide you the Service, to communicate with you, for security and compliance purposes, and to improve our Website or Service or develop new features and functionality of our Website or Service. We also describe the legal basis upon which we process your information, where legally required.

<a href="#">Section</a>	What can you find there?
<a href="#">How we share the information we collect</a>	We may share your information with third parties under one of the following circumstances: with your consent, with our service providers, for security purposes, to comply with our legal obligations, or when there is a change of control or sale of corporate entities or business units. We do not sell your personal information and we do not host advertising on GitHub.
<a href="#">Your choices regarding our processing of your personal data</a>	We provide ways for you to access, alter, or delete your personal information.
<a href="#">Cookies</a>	<p>Except for cookies used on our Enterprise Marketing Pages, we only use strictly necessary cookies to provide, secure, and improve our Website or Service or develop new features and functionality of our Website or Service.</p> <p>As described below, we may use non-essential cookies on certain pages of our website to support our enterprise marketing efforts and market our products and services to enterprise customers, for example on resources.github.com (collectively “Enterprise Marketing Pages”).</p> <p>We offer a <a href="#">page</a> that makes all uses of cookies very transparent.</p>
<a href="#">How GitHub secures your information</a>	We take all measures reasonably necessary to protect the confidentiality, integrity, and availability of your personal data on GitHub and to protect the resilience of our servers.
<a href="#">Communication preferences</a>	We communicate with you by email. You can control the way we contact you in your account settings, or by contacting us.
<a href="#">Resolving complaints</a>	In the unlikely event that we are unable to resolve a privacy concern quickly and thoroughly, we provide a path of dispute resolution.
<a href="#">Changes to our Privacy Statement</a>	We notify you of material changes to this Privacy Statement 30 days before any such changes become effective. You may also track changes in our Site Policy repository.
<a href="#">License</a>	This Privacy Statement is licensed under the <a href="#">Creative Commons Zero license</a> .
<a href="#">Contacting GitHub</a>	Please feel free to contact us if you have questions about our Privacy Statement.

Section What can you find there?

[Translations](#) We provide links to some translations of the Privacy Statement.

## **GitHub Privacy Statement**

### **Who is responsible for the processing of your information?**

The data controller of your personal data is GitHub, Inc. For individuals outside North America, the data controller is GitHub B.V.

This privacy statement does not apply to personal data we process as a service provider or data processor on behalf of our enterprise customers. Our data processing activities as service processor or data processor is governed by our [Data Protection Agreement](#). If you are a consumer end-user of one of those organizations, you should read that organization's privacy statement and direct any privacy inquiries to that organization.

### **GitHub acting on your behalf**

In some cases, GitHub is acting only on your behalf for the personal data we collect and process in connection with our Service (for example, for the personal data added to a repository by the contributors to such repository). In such cases, GitHub will only process the data in order to provide the Service requested by you. Please note that subject to our [Private Information Removal Policy](#) contributors' requests to remove personal data generally require notice to and action from the repository owner.

### **What information GitHub collects**

The personal data we collect depends on how you interact with us, the services you use, and the choices you make. We collect information about you from different sources and in various ways when you use our Service, including information you provide directly, information collected automatically, third-party data sources, and data we infer or generate from other data.

### **Information users provide directly to GitHub**

We collect personal data you provide to us. For example:

#### **Registration information**

We collect information such as your username, email address, and password during account creation.

#### **Demographic information**

In some cases, we request that you provide age, gender, and similar demographic details.

#### **Payment and billing information**

If you make a purchase or other financial transaction, we collect credit card numbers, financial account information, and other payment details.

### **Content and files**

We collect any photographs, documents, or other files you upload to our Service; and if you send us email messages or other communications, we collect and retain those communications. For example, you may choose to give us more information for your Account profile, such as your full name, an avatar which may include a photograph, your biography, your location, your company, and a URL to a third-party website. Please note that your profile information may be visible to other Users of our Service.

### **Information GitHub automatically collects.**

When you visit or use our Service, we collect some information automatically. For example:

#### **Transaction information**

If you have a paid Account with us, or make a purchase or sale using our Service, we automatically collect certain information about your transactions on the Service, such as your full name, address, region, state, country, zip code, the date, time, and amount charged.

#### **Usage information**

If you're accessing or using our Service, we may automatically collect information about how you use the Service, such as the pages you view, the referring site, your IP address and information about your device, session information, the date and time of each request, information contained in or relating to your contributions to individual repositories, and telemetry data (i.e., information about how a specific feature or service is performing) regarding your use of other features and functionality of the Service.

#### **Cookies**

As further described below, we automatically collect information from cookies (such as cookie ID and settings) in connection with our Service.

#### **Device information**

We may collect information about your device, such as its IP address, browser or client application information, language preference, operating system and application version, device type and ID, and device model and manufacturer.

#### **Geolocation information**

In connection with certain features and depending on the functionality of the Service, we collect geolocation information such as through IP addresses or the location information you choose to provide in your Account profile.

### **Information we create or generate**

We infer new information from other data we collect, including using automated means to generate information about your likely preferences or other characteristics (“inferences”). For example, we infer your general geographic location (such as city, state, and country) based on your IP address.

### **Information we collect from third parties**

Other companies with whom you choose to engage. GitHub may collect personal data about you from third parties. For example, this may happen if you sign up for training or to receive information about GitHub from one of our vendors, partners, or affiliates. GitHub does not purchase personal data from third-party data brokers.

Service Providers. We may also receive information from processors or service providers who process the data on our behalf, such as our payment processor who process payment and billing information in connection with our Service.

Content you post on our Service. Information you store in, or contribute to, a public repository, provide for use in connection with a Community Feature or make otherwise publicly available through the Service will be collected by GitHub as described in this Privacy Statement. Such information may also be available to the GitHub user community as well as the general public. For more information, please review details regarding public repositories and community features [here](#).

Co-branding/marketing partners. We may receive information from partners with which we offer co-branded services or engage in joint marketing activities.

Publicly available sources. We may also obtain information from publicly available sources as GitHub repositories.

When you are asked to provide personal data, you may decline. And you may use web browser or operating system controls to prevent certain types of automatic data collection. But if you choose not to provide or allow information that is necessary for certain services or features, those services or features may not be available or fully functional.

### **How GitHub uses your information**

We may use your information to provide, administer, analyze, manage, and operate our Service. For example, we use your information for the following purposes:

- Provide our products and deliver our services including troubleshooting, improving, and personalizing the features on the Service.
- Business operations such as billing, accounting, improving our internal operations, securing our systems, detecting fraudulent or illegal activity, and meeting our legal obligations.

- Improve and develop our products and services including to develop new services or features, and conduct research.
- Personalization of our Service by understanding you and your preferences to enhance your experience and enjoyment using our Service.
- Provide customer support and respond to your questions.
- Deliver promotional communications with you about new services, features, offers, promotions, and other information about our Service.
- Personalize and measure the effectiveness of enterprise business ads, promotional communications or marketing you receive related to the Enterprise Marketing Pages.
- Send you information, including confirmations, invoices, technical notices, updates, security alerts, support and administrative messages.

We combine data we collect from different sources for these purposes and to give you a more seamless, consistent, and personalized experience.

### **How we share the information we collect**

We share personal data as described below, including with your consent or as necessary to complete your transactions or provide the services you have requested or authorized. In addition, we may share each of the categories of your personal data described above with the types of third parties described below for the following business purposes:

### **Public information**

You may select options available through our Service to publicly display and share your name and/or username and certain other information, such as your profile, demographic data, content and files, or geolocation data. For example, if you would like your email address to remain private, even when you're commenting on public repositories, [you can adjust your setting for your email address to be private in your user profile](#). You can also [update your local Git configuration to use your private email address](#). Please see more about email addresses in commit messages [here](#).

Please note that if you would like to compile GitHub data, you must comply with our [Terms of Service](#) regarding information usage and privacy, and you may only use any public-facing information you gather for the purpose for which our user authorized it. For example, where a GitHub user has made an email address public-facing for the purpose of identification and attribution, do not use that email address for the purposes of sending unsolicited emails to users or selling personal information, such as to recruiters, headhunters, and job boards, or for commercial advertising. We expect you to reasonably secure information you have gathered from GitHub, and to respond promptly to complaints, removal requests, and "do not contact" requests from GitHub or GitHub users.

### **Third-party applications**

We share your personal data with third parties when you tell us to do so. For example, if you purchase an application listed on our Marketplace, we share your username to allow the application developer to provide you with services. Additionally, you may direct us through your actions on GitHub to share your personal data. For example, if you join an Organization, you indicate your willingness to provide the owner of the Organization with the ability to view your activity in the Organization's access log.

You can enable or add third-party applications, known as "Developer Products" to your Account. These Developer Products are not necessary for your use of GitHub. We will share your personal data with such third-party applications when you ask us to; however, you are responsible for your use of the third-party Developer Product and for the amount of personal data you choose to share with it. You can check our [API documentation](#) to see what information is provided when you authenticate into a Developer Product using your GitHub profile.

### **Organizations with which you engage**

You may indicate, through your actions on GitHub, that you are willing to share your personal data. If you collaborate on or become a member of an organization, then its Account owners may receive your personal data. When you accept an invitation to an organization, you will be notified of the types of information owners may be able to see (for more information, see [About Organization Membership](#)). Please contact the Account owners for more information about how they might process your personal data in their Organization and the ways for you to access, update, alter, or delete your personal data stored in the Account.

### **Service providers**

We share your personal data with service providers who process the information on our behalf to provide or improve our Service. For example, our service providers may perform payment processing, customer support ticketing, network data transmission, web analytics, marketing operations, security, and other similar services. While GitHub processes all personal data in the United States, our service providers may process data outside of the United States or the European Union. Such processing by service providers will be in compliance with applicable law including any relevant transfer mechanism.

### **Affiliates**

We enable access to personal data across our subsidiaries, affiliates, and related companies, for example, where we share common data systems, when affiliates provide services on our behalf, or where access is needed to operate and provide the Service.

### **For security purposes**

We will disclose personal data if we believe it is necessary to:

- protect our customers and others, for example to prevent spam or attempts to commit fraud, or to help prevent the loss of life or serious injury of anyone;
- operate and maintain the security of the Service, including to prevent or stop an attack on our systems or networks; or
- protect the rights or property or ourselves or others, including enforcing our agreements, terms, and policies.

### **For legal disclosure**

GitHub may disclose personal data or other information we collect about you to law enforcement or other governmental agencies if required in response to a valid legal process. For more information about our disclosure in response to legal requests, see our [Guidelines for Legal Requests of User Data](#).

### **Change in control or sale**

We may share your personal data if we are involved in a merger, sale, or acquisition of corporate entities or business units as described in this Privacy Statement.

Please note that some of the features on our Service include integrations, references, or links to services provided by third parties whose privacy practices differ from ours. If you provide personal data to any of those third parties, or allow us to share personal data with them, that data is governed by their privacy statements.

Finally, we may share de-identified information in accordance with applicable law.

### **No selling of personal data**

We *do not* sell your personal data for monetary or other consideration as defined under California and Nevada state laws. You can learn more about the CCPA and how we comply with it [here](#).

### **Your choices regarding our processing of your personal data**

We provide choices about the personal data we collect about you. The choices you make will not apply to any personal data associated with an Organization under your Account.

Access, correction, and deletion. If you're a GitHub user, you may access, update, alter, or delete your basic user profile information by [editing your user profile](#) or contacting [GitHub Support](#) or [GitHub Premium Support](#). You can control the information we collect about you by limiting what information is in your profile, by keeping your information current, by changing your cookie preferences, or by contacting [GitHub Support](#) or [GitHub Premium Support](#).

We retain and use your information as described in this Privacy Statement, but barring legal requirements, we will delete your full profile within 90 days of your request. After an account has been deleted, certain data, such as contributions to other Users' repositories and comments in others' issues, will remain. However, we will delete or de-identify your personal data, including

your username and email address, from the author field of issues, pull requests, and comments by associating them with a ghost user. That said, the email address you have provided via your Git commit settings will always be associated with your commits in the Git system. If you choose to make your email address private, you should also update your Git commit settings. We are unable to change or delete data in the Git commit history — the Git software is designed to maintain a record — but we do enable you to control what information you put in that record.

If GitHub processes personal data other than your profile information, such as information about you GitHub receives from [third parties](#), then you may, subject to applicable law, access, update, alter, delete, object to or restrict the processing of your personal data by contacting [GitHub Support](#) or [GitHub Premium Support](#).

You can adjust the settings on your Account regarding the display of your personal data in private or public repositories or personal data processed in connection with Community Features (such as GitHub Feed, GitHub Sponsors, and GitHub Explore) through [profile settings](#).

Additionally, if you are unable to access certain personal data we have via the means described above, you can request access by contacting us as described at the bottom of this privacy statement.

### **Data portability**

As a GitHub User, you can always take your data with you. You can [clone your repositories to your desktop](#), for example, or you can use our [Data Portability tools](#) to download information we have about you.

### **Communication preferences**

We use your email address to communicate with you, if you've said that's okay, and only for the reasons you've said that's okay. For example, if you contact our Support team with a request, we respond to you via email. You have control over how your email address is used and shared on and through our Service. You may manage your communication preferences in your [profile](#).

By design, the Git version control system associates many actions with a user's email address, such as commit messages. See more details regarding [setting your commit email address](#).

Depending on your [email settings](#), GitHub may occasionally send notification emails, for example, about changes in a repository you're watching, new features, requests for feedback, important policy changes, or to offer customer support. We may also send marketing emails, based on your choices and in accordance with applicable laws and regulations. There's an "unsubscribe" link located at the bottom of each of the marketing emails we send you.

Please note that you cannot opt out of receiving important communications from us, such as emails from our Support team or system emails, but you can configure your notifications settings in your profile to opt out of other communications.

## **European Data Protection Rights**

If the processing of personal data about you is subject to European Union data protection law, you have certain rights with respect to that data:

You can request access to, and rectification or erasure of, personal data; If any automated processing of personal data is based on your consent or a contract with you, you have a right to transfer or receive a copy of the personal data in a usable and portable format; If the processing of personal data is based on your consent, you can withdraw consent at any time for future processing; You can to object to, or obtain a restriction of, the processing of personal data under certain circumstances; and For residents of France, you can send us specific instructions regarding the use of your data after your death.

To make such requests, please use the contact information at the bottom of this statement. When we are processing data on behalf of another party (i.e., where GitHub is acting as a data processor) you should direct your request to that party. You also have the right to lodge a complaint with a supervisory authority, but we encourage you to first contact us with any questions or concerns.

We rely on different lawful bases for collecting and processing personal data about you, for example, with your consent and/or as necessary to provide the services you use, operate our business, meet our contractual and legal obligations, protect the security of our systems and our customers, or fulfill other legitimate interests.

## **Our use of cookies and tracking technologies**

### **Cookies and tracking technologies**

GitHub uses cookies to provide, secure and improve our Service or to develop new features and functionality of our Service. For example, we use them to (i) keep you logged in, (ii) remember your preferences, (iii) identify your device for security and fraud purposes, including as needed to maintain the integrity of our Service, (iv) compile statistical reports, and (v) provide information and insight for future development of GitHub. We provide more information about [cookies on GitHub](#) that describes the cookies we set, the needs we have for those cookies, and the expiration of such cookies.

For Enterprise Marketing Pages, we may also use non-essential cookies to (i) gather information about enterprise users' interests and online activities to personalize their experiences, including by making the ads, content, recommendations, and marketing seen or received more relevant and (ii) serve and measure the effectiveness of targeted advertising and other marketing efforts. If you disable the non-essential cookies on the Enterprise Marketing Pages, the ads, content, and marketing you see may be less relevant.

Our emails to users may contain a pixel tag, which is a small, clear image that can tell us whether or not you have opened an email and what your IP address is. We use this pixel tag to make our email communications more effective and to make sure we are not sending you unwanted email.

The length of time a cookie will stay on your browser or device depends on whether it is a “persistent” or “session” cookie. Session cookies will only stay on your device until you stop browsing. Persistent cookies stay until they expire or are deleted. The expiration time or retention period applicable to persistent cookies depends on the purpose of the cookie collection and tool used. You may be able to delete cookie data as described [here](#).

### **What are cookies and similar technologies?**

We use cookies and similar technologies, such as web beacons, local storage, and mobile analytics, to operate and provide our Services. When visiting Enterprise Marketing Pages, like [resources.github.com](#), these and additional cookies, like advertising IDs, may be used for sales and marketing purposes.

Cookies are small text files stored by your browser on your device. A cookie can later be read when your browser connects to a web server in the same domain that placed the cookie. The text in a cookie contains a string of numbers and letters that may uniquely identify your device and can contain other information as well. This allows the web server to recognize your browser over time, each time it connects to that web server.

Web beacons are electronic images (also called “single-pixel” or “clear GIFs”) that are contained within a website or email. When your browser opens a webpage or email that contains a web beacon, it automatically connects to the web server that hosts the image (typically operated by a third party). This allows that web server to log information about your device and to set and read its own cookies. In the same way, third-party content on our websites (such as embedded videos, plug-ins, or ads) results in your browser connecting to the third-party web server that hosts that content.

Mobile identifiers for analytics can be accessed and used by apps on mobile devices in much the same way that websites access and use cookies. When visiting Enterprise Marketing pages, like [resources.github.com](#), on a mobile device these may allow us and our third-party analytics and advertising partners to collect data for sales and marketing purposes.

We may also use so-called “flash cookies” (also known as “Local Shared Objects” or “LSOs”) to collect and store information about your use of our Services. Flash cookies are commonly used for advertisements and videos.

### **How do we and our partners use cookies and similar technologies?**

The GitHub Services use cookies and similar technologies for a variety of purposes, including to store your preferences and settings, enable you to sign-in, analyze how our Services perform, track your interaction with the Services, develop inferences, combat fraud, and fulfill other legitimate purposes. Some of these cookies and technologies may be provided by third parties, including service providers and advertising partners. For example, our analytics and advertising partners may use these technologies in our Services to collect personal information (such as the pages you visit, the links you click on, and similar usage information, identifiers, and device

information) related to your online activities over time and across Services for various purposes, including targeted advertising. GitHub will place non-essential cookies on pages where we market products and services to enterprise customers, for example, on resources.github.com.

We and/or our partners also share the information we collect or infer with third parties for these purposes.

The table below provides additional information about how we use different types of cookies:

Purpose	Description
Required Cookies	GitHub uses required cookies to perform essential website functions and to provide the services. For example, cookies are used to log you in, save your language preferences, provide a shopping cart experience, improve performance, route traffic between web servers, detect the size of your screen, determine page load times, improve user experience, and for audience measurement. These cookies are necessary for our websites to work.
Analytics	We allow third parties to use analytics cookies to understand how you use our websites so we can make them better. For example, cookies are used to gather information about the pages you visit and how many clicks you need to accomplish a task. We also use some analytics cookies to provide personalized advertising.
Social Media	GitHub and third parties use social media cookies to show you ads and content based on your social media profiles and activity on GitHub's websites. This ensures that the ads and content you see on our websites and on social media will better reflect your interests. This also enables third parties to develop and improve their products, which they may use on websites that are not owned or operated by GitHub.
Advertising	In addition, GitHub and third parties use advertising cookies to show you new ads based on ads you've already seen. Cookies also track which ads you click or purchases you make after clicking an ad. This is done both for payment purposes and to show you ads that are more relevant to you. For example, cookies are used to detect when you click an ad and to show you ads based on your social media interests and website browsing history.

### **What are your cookie choices and controls?**

You have several options to disable non-essential cookies:

#### **1. Specifically on GitHub Enterprise Marketing Pages**

Any GitHub page that serves non-essential cookies will have a link in the page's footer to cookie settings. You can express your preferences at any time by clicking on that linking and updating your settings.

Some users will also be able to manage non-essential cookies via a cookie consent banner, including the options to accept, manage, and reject all non-essential cookies.

## 2. Generally for all websites

You can control the cookies you encounter on the web using a variety of widely-available tools. For example:

- If your browser sends a [Do Not Track](#) (DNT) signal, GitHub will not set non-essential cookies and will not load third party resources which set non-essential cookies.
- Many browsers provide cookie controls which may limit the types of cookies you encounter online. Check out the documentation for your browser to learn more.
- If you enable a browser extension designed to block tracking, such as [Privacy Badger](#), non-essential cookies set by a website or third parties may be disabled.
- If you enable a browser extension designed to block unwanted content, such as [uBlock Origin](#), non-essential cookies will be disabled to the extent that content that sets non-essential cookies will be blocked.
- Advertising controls. Our advertising partners may participate in associations that provide simple ways to opt out of ad targeting, which you can access at:
  - United States: [NAI](#) and [DAA](#)
  - Canada: [Digital Advertising Alliance of Canada](#)
  - Europe: [European Digital Advertising Alliance](#)

These choices are specific to the browser you are using. If you access our Services from other devices or browsers, take these actions from those systems to ensure your choices apply to the data collected when you use those systems.

### **Retention of personal data**

We retain personal data for as long as necessary to provide the services and fulfill the transactions you have requested, comply with our legal obligations, resolve disputes, enforce our agreements, and other legitimate and lawful business purposes. Because these needs can vary for different data types in the context of different services, actual retention periods can vary significantly based on criteria such as user expectations or consent, the sensitivity of the data, the availability of automated controls that enable users to delete data, and our legal or contractual obligations. For example, we may retain your personal data for longer periods, where necessary, subject to applicable law, for security purposes.

### **How GitHub secures your information**

GitHub takes reasonable measures necessary to protect your personal data from unauthorized access, alteration, or destruction; maintain data accuracy; and help ensure the appropriate use of your personal data. To help us protect personal data, we request that you use a strong password and never share your password with anyone or use the same password with other sites or accounts.

In addition, if your account has private repositories, you control the access to that Content. GitHub personnel does not access private repository content except for

- security purposes,
- automated scanning for known vulnerabilities, active malware, or other content known to violate our Terms of Service
- to assist the repository owner with a support matter
- to maintain the integrity of the Service
- to comply with our legal obligations if we have reason to believe the contents are in violation of the law,
- or with your consent.

GitHub will provide notice regarding private repository access where not prohibited by law or if in response to a security threat or other risk to security.

### **Cross-border data transfers**

GitHub processes personal data both inside and outside of the United States and relies on legal mechanisms such as Standard Contractual Clauses to lawfully transfer data from the European Economic Area, the United Kingdom, and Switzerland to the United States. You may request a copy of the Standard Contractual Clauses using the contact details provided in the section entitled “Contacting GitHub” below.

### **Resolving complaints**

If you have concerns about the way GitHub is handling your personal data, please let us know immediately. We want to help. You may contact us by filling out the [Privacy contact form](#). You may also email us directly at **(privacy [at] github [dot] com)** with the subject line “Privacy Concerns.” We will respond promptly — within 45 days at the latest.

You may also contact our Data Protection Officer directly at **github [at]dp-officer [dot] com**

### **If you are in North America:**

GitHub Data Protection Officer  
88 Colin P. Kelly Jr. St.  
San Francisco, CA 94107

United States

**privacy [at] github [dot] com**

**If you are outside of North America:**

GitHub Data Protection Officer

c/o DP Dock DPO Services GmbH,

Attn: GitHub BV, Gut Projensdorf,

24161 Altenholz, Germany

[github@dp-officer.com](mailto:github@dp-officer.com) cc: **privacy [at] github [dot] com**

CC: GitHub BV, Vijzelstraat 68-72, 1017 HL Amsterdam, The Netherlands

**Dispute resolution process**

In the unlikely event that a dispute arises between you and GitHub regarding our handling of your User Personal Information, we will do our best to resolve it. Additionally, if you are a resident of an EU member state, you have the right to file a complaint with your local supervisory authority, and you might have more [options](#).

**Changes to our Privacy Statement**

Although most changes are likely to be minor, GitHub may change our Privacy Statement from time to time. We will provide notification to Users of material changes to this Privacy Statement through our Website at least 30 days prior to the change taking effect by posting a notice on our home page or sending email to the primary email address specified in your GitHub account. We will also update our [Site Policy repository](#), which tracks all changes to this policy. For other changes to this Privacy Statement, we encourage Users to [watch](#) or to check our Site Policy repository frequently.

**License**

This Privacy Statement is licensed under this [Creative Commons Zero license](#). For details, see our [site-policy repository](#).

**Contacting GitHub**

Questions regarding GitHub's Privacy Statement or information practices should be directed to our [Privacy contact form](#).

**Translations**

Below are translations of this document into other languages. In the event of any conflict, uncertainty, or apparent inconsistency between any of those versions and the English version, this English version is the controlling version.

**French**

Cliquez ici pour obtenir la version française: [Déclaration de confidentialité de GitHub](#)

## Other translations

For translations of this statement into other languages, please visit <https://docs.github.com/> and select a language from the drop-down menu under “English.”

## GitHub’s notice to California residents

The [California Consumer Privacy Act](#) of 2018, (Cal. Civ. Code §1798.100 et seq., as amended, “CCPA”) gives California residents rights and control over their personal information. GitHub, Inc. (“GitHub”, “we”) provides this statement to those residents (“you”) in accordance with requirements under the CCPA to make certain disclosures about the collection and processing of their personal information. This is GitHub’s California-specific description of consumers’ privacy rights under the CCPA. For information about how we’ve extended the CCPA core rights to control personal information to all of our users in the United States, please see our [Privacy Statement](#).

## Our handling of personal information

While the table below contains information about the categories of personal information we collect, process, and share, please see the [GitHub Privacy Statement](#) for full details.

Category of personal information collected in last 12 months	Category of sources from which the personal information has been collected
Identifiers (such as real name, alias, postal address, unique personal identifier, online identifier Internet Protocol address, email address, account name, or other similar identifiers)	Information consumer provides directly or automatically through their interaction with our Service and/or Website or GitHub’s vendors, partners, or affiliates
Personal information described in Cal. Civ. Code §1798.80 (e) such as name, address, credit card or debit card number)	Information consumer may choose to provide directly, through service providers
Characteristics of protected classifications under California or federal law (such as gender)	Information consumer may choose to provide directly
Commercial information (such as about products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies)	Information consumer provides directly or automatically through their interaction with our Services
Geolocation data (such as any information collected after giving users the opportunity to opt-in to location-based	Information consumer provides automatically through their interaction with our Services

Category of personal information collected in last 12 months	Category of sources from which the personal information has been collected
services, which rely upon a device’s precise location services. )	
Audio, electronic, visual, or similar information such as content and files uploaded to the Service.	Information consumer may choose to provide directly
Professional or employment information	Information consumer may choose to provide directly
Inferences drawn from any of the information identified in this table to create a profile about a consumer reflecting the consumer’s preferences	Information consumer provides directly or automatically through their interaction with our Services

We use the categories of personal information described above for the purposes listed in the [“How GitHub uses your information”](#) section of our Privacy Statement. We also disclose the categories of personal information listed above for business purposes. Please see the [“How we share the information we collect”](#) section of our Privacy Statement for additional details.

### **We do not sell your personal information**

Under the CCPA, a business that sells California residents’ personal information to others: 1) must give notice to California residents before selling their personal information to others; and 2) must provide the right to opt out of the sale of their personal information. GitHub does not sell personal information, including personal information of anyone under 16 years old.

### **Your rights under the CCPA**

The CCPA provides California residents with certain rights related to their personal information. To submit a request based on these rights, please contact us via our [contact form](#).

When receiving a request, we will verify that the individual making the request is the resident to whom the personal information subject to the request pertains. California residents may exercise their rights themselves or may use an authorized agent, designated in writing or through a power of attorney, to make requests on their behalf. If you use an authorized agent to submit a request, we may require that you provide us additional information demonstrating that the agent is acting on your behalf, and we may need you to verify your identity directly with us. With respect to your personal information, California residents may exercise the rights described below.

#### **Right to Know.**

You have a right to request that we disclose to you the personal information we have collected about you. You also have a right to request additional information about our collection, use,

disclosure, or sale of such personal information. Note that we have provided much of this information in this privacy statement. You can use GitHub’s User Migration tool to access and download your data. Learn more [here](#). You may also make such a “request to know” by contacting us [here](#).

### **Right to Request Deletion.**

You also have a right to request that we delete personal information under certain circumstances, subject to a number of exceptions. To make a request to delete, you can contact us [here](#) or use the account settings [here](#).

### **Right to Opt-Out.**

You have a right to opt-out from future “sales” of personal information. Note that we do not “sell” personal information as defined by the CCPA and have not done so in the past 12 months.

### **Right to Non-Discrimination.**

You have a right to not be discriminated against for exercising your CCPA rights. We will not discriminate against you for exercising your CCPA rights.

You may designate, in writing or through a power of attorney, an authorized agent to make requests on your behalf to exercise your rights under the CCPA. Before accepting such a request from an agent, we will require the agent to provide proof you have authorized it to act on your behalf, and we may need you to verify your identity directly with us. Further, to provide or delete specific pieces of personal information we will need to verify your identity to the degree of certainty required by law. We will verify your request by asking you to submit the request from the email address associated with your account or requiring you to provide information necessary to verify your account. [Please note that you may use two-factor authentication with your GitHub account.](#)

Finally, you have a right to receive notice of our practices at or before collection of personal information.

Additionally, under California Civil Code section 1798.83, also known as the “Shine the Light” law, California residents who have provided personal information to a business with which the individual has established a business relationship for personal, family, or household purposes (“California Customers”) may request information about whether the business has disclosed personal information to any third parties for the third parties’ direct marketing purposes. Please be aware that we do not disclose personal information to any third parties for their direct marketing purposes as defined by this law. California Customers may request further information about our compliance with this law by emailing (**privacy [at] github [dot] com**). Please note that businesses are required to respond to one request per California Customer each year and may not be required to respond to requests made by means other than through the designated email address.

California residents under the age of 18 who are registered users of online sites, services, or applications have a right under California Business and Professions Code Section 22581 to remove, or request and obtain removal of, content or information they have publicly posted. To remove content or information you have publicly posted, [please submit a Private Information Removal request](#). Alternatively, to request that we remove such content or information, please send a detailed description of the specific content or information you wish to have removed to [GitHub support](#). Please be aware that your request does not guarantee complete or comprehensive removal of content or information posted online and that the law may not permit or require removal in certain circumstances. If you have any questions about our privacy practices with respect to California residents, please contact us via our [contact form](#).

## 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

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. Private Repositories</a>	This section talks about how GitHub will treat content you post in private repositories.
<a href="#">F. 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="#">G. Intellectual Property Notice</a>	This describes GitHub's rights in the website and service.
<a href="#">H. API Terms</a>	These are the rules for using GitHub's APIs, whether you are using the API for development or data collection.
<a href="#">I. Additional Product Terms</a>	We have a few specific rules for GitHub's features and products.
<a href="#">J. Beta Previews</a>	These are some of the additional terms that apply to GitHub's features that are still in development.
<a href="#">K. Payment</a>	You are responsible for payment. We are responsible for billing you accurately.
<a href="#">L. Cancellation and Termination</a>	You may cancel this agreement and close your Account at any time.

Section	What can you find there?
<a href="#">M. 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="#">N. 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="#">O. 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="#">P. Release and Indemnification</a>	You are fully responsible for your use of the service.
<a href="#">Q. Changes to these Terms of Service</a>	We may modify this agreement, but we will give you 30 days' notice of material changes.
<a href="#">R. Miscellaneous</a>	Please see this section for legal details including our choice of law.

## The GitHub Terms of Service

Effective date: November 16, 2020

### A. Definitions

**Short version:** *We use these basic terms throughout the agreement, and they have specific meanings. 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. An "Account" represents your legal relationship with GitHub. A "Personal Account" represents an individual User's authorization to log in to and use the Service and serves as a User's identity on GitHub. "Organizations" are shared workspaces that may be associated with a single entity or with one or more Users where multiple Users can collaborate across many projects at once. A Personal Account can be a member of any number of Organizations.
2. 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 [docs.github.com/categories/site-policy](https://docs.github.com/categories/site-policy).
3. "Beta Previews" mean software, services, or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings.

4. “Content” refers to content featured or displayed through the Website, including without limitation code, text, data, articles, images, photographs, graphics, software, applications, packages, 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. “Your Content” is Content that you create or own.
5. “GitHub,” “We,” and “Us” refer to GitHub, Inc., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.
6. The “Service” refers to the applications, software, products, and services provided by GitHub, including any Beta Previews.
7. “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\(5\): Additional Terms](#)).
8. 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 [githubuniverse.com](https://githubuniverse.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.

## B. Account Terms

**Short version:** *Personal Accounts and Organizations have different administrative controls; 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. Account Controls

- Users. Subject to these Terms, you retain ultimate administrative control over your Personal Account and the Content within it.
- Organizations. The “owner” of an Organization that was created under these Terms has ultimate administrative control over that Organization and the Content within it. Within the Service, an owner can manage User access to the Organization’s data and projects. An Organization may have multiple owners, but there must be at least one Personal Account designated as an owner of an Organization. If you are the owner of an Organization under

these Terms, we consider you responsible for the actions that are performed on or through that Organization.

## 2. 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.

## 3. Account Requirements

We have a few simple rules for Personal 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 may only provide access to as many Personal Accounts as your subscription allows.
- You may not use GitHub in violation of export control or sanctions laws of the United States or any other applicable jurisdiction. You may not use GitHub if you are or are working on behalf of a [Specially Designated National \(SDN\)](#) or a person subject to similar blocking or denied party prohibitions administered by a U.S. government agency. GitHub may allow persons in certain sanctioned countries or territories to access certain GitHub

services pursuant to U.S. government authorizations. For more information, please see our [Export Controls policy](#).

#### 4. 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.

#### 5. 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 have signed up for GitHub Enterprise Cloud, the [Enterprise Cloud Addendum](#) applies to you, and you agree to its provisions.

#### C. Acceptable Use

**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 the terms of this section, which include some restrictions on content you can post, conduct on the service, and other limitations. In short, be excellent to each other.*

Your use of the Website and Service must not violate any applicable laws, including copyright or trademark laws, export control or sanctions 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.

You agree that you will not under any circumstances violate our [Acceptable Use Policies](#) or [Community Guidelines](#).

## **D. User-Generated Content**

**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 or upload User-Generated Content while using the Service. You are solely responsible for the content of, and for 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. GitHub May Remove Content**

We have the right to refuse or remove any User-Generated Content that, in our sole discretion, violates any laws or [GitHub terms or policies](#). User-Generated Content displayed on GitHub Mobile may be subject to mobile app stores' additional terms.

### **3. Ownership of Content, Right to Post, and License Grants**

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

Because you retain ownership of and responsibility for Your Content, we need you to grant us — and other GitHub Users — certain legal permissions, listed in Sections D.4 — D.7. These license grants apply to Your Content. If you upload Content that already comes with a license granting GitHub the permissions we need to run our Service, no additional license is required. You understand that you will not receive any payment for any of the rights granted in Sections D.4 — D.7. The licenses you grant to us will end when you remove Your Content from our servers, unless other Users have forked it.

### **4. License Grant to Us**

We need the legal right to do things like host Your Content, publish it, and share it. You grant us and our legal successors the right to store, archive, parse, and display Your Content, and make incidental copies, as necessary to provide the Service, including improving the Service over time. This license includes the right to do things like copy it to our database and make backups; show it

to you and other users; parse it into a search index or otherwise analyze it on our servers; 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. It also does not grant GitHub the right to otherwise distribute or use Your Content outside of our provision of the Service, except that as part of the right to archive Your Content, GitHub may permit our partners to store and archive Your Content in public repositories in connection with the [GitHub Arctic Code Vault and GitHub Archive Program](#).

## **5. License Grant to Other Users**

Any User-Generated 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 Content from your repositories 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 use, display, and perform Your Content through the GitHub Service and to reproduce Your Content solely on GitHub as permitted through GitHub's functionality (for example, through forking). You may grant further rights if you [adopt a license](#). If you are uploading Content you did not create or own, you are responsible for ensuring that the Content you upload is licensed under terms that grant these permissions to other GitHub Users.

## **6. Contributions Under Repository License**

Whenever you add Content to a repository containing notice of a license, you license that Content under the same terms, and you agree that you have the right to license that Content under those terms. If you have a separate agreement to license that Content under different terms, such as a contributor license agreement, that agreement will supersede.

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 Your Content that 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.

To the extent this agreement is not enforceable by applicable law, you grant GitHub the rights we need to use Your Content without attribution and to make reasonable adaptations of Your Content as necessary to render the Website and provide the Service.

## **E. Private Repositories**

**Short version:** *We treat the content of private repositories as confidential, and we only access it as described in our Privacy Statement—for security purposes, to assist the repository owner with a support matter, to maintain the integrity of the Service, to comply with our legal obligations, if we have reason to believe the contents are in violation of the law, or with your consent.*

### **1. Control of Private Repositories**

Some Accounts may have private repositories, which allow the User to control access to Content.

### **2. Confidentiality of Private Repositories**

GitHub considers the contents of private repositories to be confidential to you. GitHub will protect the contents of private repositories from unauthorized use, access, or disclosure in the same manner that we would use to protect our own confidential information of a similar nature and in no event with less than a reasonable degree of care.

### **3. Access**

GitHub personnel may only access the content of your private repositories in the situations described in our [Privacy Statement](#).

You may choose to enable additional access to your private repositories. For example:

- You may enable various GitHub services or features that require additional rights to Your Content in private repositories. These rights may vary depending on the service or feature, but GitHub will continue to treat your private repository Content as confidential. If those services or features require rights in addition to those we need to provide the GitHub Service, we will provide an explanation of those rights.

Additionally, we may be [compelled by law](#) to disclose the contents of your private repositories.

GitHub will provide notice regarding our access to private repository content, unless [for legal disclosure](#), to comply with our legal obligations, or where otherwise bound by requirements under law, for automated scanning, or if in response to a security threat or other risk to security.

### **F. Copyright Infringement and DMCA Policy**

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 licensed uses.

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

### **G. Intellectual Property Notice**

**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 this [Creative Commons Zero license](#). For details, see our [site-policy repository](#).

## H. API Terms

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

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.

## I. GitHub Additional Product Terms

**Short version:** *You need to follow certain specific terms and conditions for GitHub's various features and products, and you agree to the Supplemental Terms and Conditions when you agree to this Agreement.*

Some Service features may be subject to additional terms specific to that feature or product as set forth in the GitHub Additional Product Terms. By accessing or using the Services, you also agree to the [GitHub Additional Product Terms](#).

## J. Beta Previews

**Short version:** *Beta Previews may not be supported or may change at any time. You may receive confidential information through those programs that must remain confidential while the program is private. We'd love your feedback to make our Beta Previews better.*

### 1. Subject to Change

Beta Previews may not be supported and may be changed at any time without notice. In addition, Beta Previews are not subject to the same security measures and auditing to which the Service has been and is subject. **By using a Beta Preview, you use it at your own risk.**

### 2. Confidentiality

As a user of Beta Previews, you may get access to special information that isn't available to the rest of the world. Due to the sensitive nature of this information, it's important for us to make sure that you keep that information secret.

**Confidentiality Obligations.** You agree that any non-public Beta Preview information we give you, such as information about a private Beta Preview, will be considered GitHub's confidential information (collectively, "Confidential Information"), regardless of whether it is marked or identified as such. You agree to only use such Confidential Information for the express purpose of testing and evaluating the Beta Preview (the "Purpose"), and not for any other purpose. You should use the same degree of care as you would with your own confidential information, but no less than reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of our Confidential Information. You promise not to disclose, publish, or disseminate any Confidential Information to any third party, unless we don't otherwise prohibit or restrict such disclosure (for example, you might be part of a GitHub-organized group discussion about a private Beta Preview feature).

**Exceptions.** Confidential Information will not include information that is: (a) or becomes publicly available without breach of this Agreement through no act or inaction on your part (such as when a private Beta Preview becomes a public Beta Preview); (b) known to you before we disclose it to you; (c) independently developed by you without breach of any confidentiality obligation to us or any third party; or (d) disclosed with permission from GitHub. You will not violate the terms of this Agreement if you are required to disclose Confidential Information pursuant to operation of law, provided GitHub has been given reasonable advance written notice to object, unless prohibited by law.

### 3. Feedback

We're always trying to improve our products and services, and your feedback as a Beta Preview user will help us do that. If you choose to give us any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback for our products or services (collectively, "Feedback"), you acknowledge and agree that GitHub will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate the Feedback into our products, services, and documentation.

### K. Payment

**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 at 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 of that Content.

#### 3. Billing Schedule; No Refunds

**Payment Based on Plan** 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.

**Payment Based on Usage** Some Service features are billed based on your usage. A limited quantity of these Service features may be included in your plan for a limited term without

additional charge. If you choose to purchase paid Service features beyond the quantity included in your plan, you pay for those Service features based on your actual usage in the preceding month. Monthly payment for these purchases will be charged on a periodic basis in arrears. See [GitHub Additional Product Terms for Details](#).

**Invoicing** For invoiced Users, User agrees to pay the fees in full, up front without deduction or setoff of any kind, in U.S. Dollars. User must pay the fees within thirty (30) days of the GitHub invoice date. Amounts payable under this Agreement are non-refundable, except as otherwise provided in this Agreement. If User fails to pay any fees on time, GitHub reserves the right, in addition to taking any other action at law or equity, to (i) charge interest on past due amounts at 1.0% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery, and (ii) terminate the applicable order form. User is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on GitHub's net income) that are imposed or become due in connection with this Agreement.

#### 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.

#### L. Cancellation and Termination

**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 any 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.

## **M. Communications with GitHub**

**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.

## **N. Disclaimer of Warranties**

**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.

### **O. Limitation of Liability**

**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.

### **P. Release and Indemnification**

**Short version:** *You are responsible for your use of the service. If you harm someone else or get into a 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.

## **Q. Changes to These Terms**

**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 material changes 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 increases, at least 30 days prior to the change taking effect by posting a notice on our Website or sending email to the primary email address specified in your GitHub account. Customer's continued use of the Service after those 30 days constitutes agreement to those revisions of this Agreement. For any other modifications, your continued use of the Website constitutes agreement to our revisions of these Terms of Service. You can view all changes to these Terms in our [Site Policy](#) repository.

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.

## **R. Miscellaneous**

### **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. Amendments; Complete Agreement**

This Agreement may only be modified by a written amendment signed by an authorized representative of GitHub, or by the posting by GitHub of a revised version in accordance with [Section Q. Changes to These Terms](#). 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 including any confidentiality or nondisclosure agreements.

### **6. Questions**

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

## GitHub Copilot<sup>1</sup>

To use GitHub Copilot, you need to install an extension to an integrated development environment (IDE) or editor. The code you write using the GitHub Copilot extension in an IDE or editor (“**Your Code**”) is not “Content” under the Agreement until you upload it to GitHub.com.

The code, functions, and other output returned to you by GitHub Copilot are called “**Suggestions.**” GitHub does not claim any rights in Suggestions, and you retain ownership of and responsibility for Your Code, including Suggestions you include in Your Code.

### *Acceptable Use*

Your Code is subject to the GitHub [Acceptable Use Policies](#). For example, you may not prompt GitHub Copilot with content that is unlawful or otherwise prohibited by the GitHub Acceptable Use Policies on GitHub.com.

### *Data*

GitHub Copilot (i) may, depending on your preferred telemetry settings, collect snippets of Your Code, and (ii) will collect additional usage information through the IDE or editor tied to your Account. This may include personal data, as referenced in the [GitHub Privacy Statement](#). You can learn more about the collection and use of GitHub Copilot data in the [GitHub Copilot FAQ](#).

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<sup>1</sup> <https://docs.github.com/en/site-policy/github-terms/github-terms-for-additional-products-and-features/>.