

GitHub Corporate Terms of Service

Thank you for choosing GitHub for your company's business needs. Please read our Corporate Terms of Service agreement carefully before accessing or using GitHub. Because it is such an important contract between us and our customers, 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. Definitions	Some basic terms, defined in a way that will help you understand this agreement. Refer back up to this section for clarification.
B. Account Terms	These are the basic requirements of having an account on GitHub.
C. Acceptable Use	These are the basic rules you must follow when using your GitHub account.
D. User-Generated Content	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.
E. Private Repositories	This section talks about how GitHub will treat content you post in private repositories.
F. Copyright & DMCA Policy	This section talks about how GitHub will respond if you believe someone is infringing your copyrights on GitHub.
G. Intellectual Property Notice	This describes GitHub's rights in the website and service.
H. API Terms	These are the rules for using GitHub's APIs, whether you are using the API for development or data collection.
I. Additional Terms for GitHub Pages	We have a few specific rules for content hosted using GitHub Pages.
J. Additional Terms for GitHub Marketplace	We have another set of terms for GitHub Marketplace.
K. Advertising on GitHub	If you want to promote your content on GitHub, this section lays out some rules you must follow.

Section	What can you find there?
L. Payment	You are responsible for payment. We are responsible for billing you accurately.
M. Cancellation and Termination	You may cancel this agreement and close your account at any time.
N. Communications with GitHub	We only use email and other electronic means to stay in touch with our users. We do not provide phone support.
O. Disclaimer of Warranties	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.
P. Limitation of Liability	Situations where either of us will be liable to the other for damages or losses arising from your use or inability to use the service or otherwise arising under this agreement are limited. Please read this section carefully; it limits our obligations to you.
Q. Release and Indemnification	You are fully responsible for your and your Users' use of the service.
R. Changes to these Terms of Service	We may modify this agreement, but we will give you 30 days' notice of changes that affect your rights.
S. Miscellaneous	Please see this section for legal details including our choice of law.

The GitHub Corporate Terms of Service

Effective date: August 7, 2017

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. The “Agreement” refers, collectively, to all the terms, conditions, notices contained or referenced in this document (the “Corporate Terms of Service” or the “Terms”) and all other operating rules, policies (including the GitHub Privacy Statement, the then-current copy of which is attached hereto).
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, 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 and pages.github.com. These Terms also govern GitHub’s conference websites, such as githubuniverse.com, and product websites, such as 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. "Customer", "You," and "Your" refer to the 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. Special terms may apply for business or government accounts (See [Section B\(6\): Additional Terms](#)).
5. "User" refers to the individual who has visited or is using the Website or Service on your behalf; that accesses or uses any part of the account on your behalf; or that directs the use of the account in the performance of their functions on your behalf. A User must be at least 13 years of age.
6. "GitHub," "We," and "Us" refer to GitHub, Inc., as well as our affiliates, directors, subsidiaries, contractors, licensors, officers, agents, and employees.
7. A "Corporate Account" refers to any account created by a User on behalf of an entity, such as a company, non-profit organization, or group. A Corporate Account may include a Business plan, a Team plan, or a Developer plan.
8. "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. "Your Content" is Content that you create or own.

B. Account Terms

Short version: *A human must create your account; the creator and Users of your account 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 and your company's name in order to complete the signup process. Any other information requested, such as your real name, is optional, unless you upgrade to a paid account. Please see the section on [Payment](#) for information about paid accounts.

2. Corporate Terms Applicability

The Corporate Terms of Service Agreement applies only if you are entering into an agreement with GitHub on behalf of an entity, such as a company, non-profit organization, or group. If you are entering into an agreement with GitHub as an individual, you should not sign this Agreement; please use the [GitHub Terms of Service Agreement](#). To the extent these terms conflict with any other terms you've accepted for use of GitHub.com, these terms will govern with respect to any work you do on GitHub on behalf of Customer.

If you are entering into this Agreement on behalf of an entity, you represent that you are authorized to enter into the Agreement and bind the entity to these Terms.

3. Corporate Account Association

If you would like to associate your Corporate Account with a company name, we will do our best to confirm that association based on the information you provide to us. The more information you provide, the better able we will be to confirm that association. Information that helps us confirm a company's association with an account includes: the name of the business included at the time of acceptance of these Terms, the payment information, and the email addresses associated with the account. In the event that you do not provide sufficient information for us to confirm your company's association with the account, association will be determined by the email addresses and security settings within your account settings.

4. Corporate Account Requirements

You must create an individual account before you can create a Corporate Account. We have a few simple rules for individual accounts on GitHub:

- 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 may not create an account for the use of any User under the age of 13. 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.

5. User Account Security

You are responsible for keeping your account secure while using GitHub. 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 its account (even when content is posted by others who have accounts under your account).
- You are responsible for maintaining the security of its 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.

6. 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 may 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 a Business Plan, the [Business Plan 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 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 you and your Users' use of the Service is in compliance with laws and any applicable regulations.

2. Content Restrictions

You agree that under no circumstances will you or your Users 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 under no circumstances, will you or your Users:

- 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, to place undue burden on GitHub's servers through automated means, or to access GitHub's Service in 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 H](#) 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 if 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 users' 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 temporarily suspend your account or throttle your file hosting until you can reduce your bandwidth consumption. If needed, you will order and GitHub will invoice incremental packages of extended bandwidth as needed and set forth in the Schedule Pricelist

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

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 or your Users 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 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.

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

You retain ownership of and responsibility for Content you and your Users create or own ("Your Content"). If you're posting anything you or your Users did not create yourselves and on your behalf, or do not own the rights to, you agree that you and your Users are responsible for any of that Content; 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, parse, and display Your Content, and make incidental copies as necessary to render the Website and provide the Service. This 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 or otherwise distribute or use it outside of our provision of the Service.

5. License Grant to Other Users

Any User-Generated Content you or your Users 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 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 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 or your Users 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: *You may have access to private repositories. We treat the content of private repositories as confidential, and we only access it for support reasons, with your consent, or if required to for security reasons.*

1. Control of Private Repositories.

Some accounts, such as paid 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 employees may only access the content of your private repositories in the following situations:

- With your consent and knowledge, for support reasons. If GitHub accesses a private repository for support reasons, we will only do so with the owner's consent and knowledge.
- When access is required for security reasons.

You may also grant a third-party application authorization to use, access, and disclose the contents of your private repositories. Your use of third-party applications is at your sole risk; GitHub is not liable for disclosures to third parties that you authorize to access a private repository.

4. Exclusions.

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

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. 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 in accordance with the Contracts Disputes Act.

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 attached hereto.

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, attached hereto.

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.*

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 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, the then-current copy of which is attached hereto](#).

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 suspend, your access to the API or any part of it with or without notice.

I. Additional Terms for GitHub Pages

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.

J. Additional Terms for GitHub Marketplace

Short version: *GitHub Marketplace is subject to certain rules, in addition to the rest of this Agreement.*

[GitHub Marketplace](#) is a platform for developers of all kinds. Through GitHub Marketplace, you can list Developer Products (as defined in the [GitHub Marketplace Terms of Service](#)) or buy others' Developer Products.

If you buy Developer Products, the [GitHub Marketplace Terms of Service](#) controls your purchase. This Agreement, as well as the [GitHub Marketplace Terms of Service](#), will govern your use of GitHub Marketplace. Many of these Developer Products are used exclusively for performing automated tasks. In addition, multiple Users may direct the actions of a Developer Product. However, if you purchase and/or set up a Developer Product on your account, or you are an owner of an account with an integrated Developer Product, then you will be responsible for the Developer Product's actions that are performed on or through your account.

Any violation of the [GitHub Marketplace Terms of Service](#) is also a violation of this Agreement. To the extent the GitHub Marketplace Terms of Service conflict with this Agreement, as amended, with respect to your relationship with GitHub, this Agreement will prevail.

K. Advertising on GitHub

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 advertisements that, in our sole discretion, violate any GitHub terms or policies.

L. 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. 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

- 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 or partial years of service, downgrade refunds, or refunds for months or years 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. [Reserved]

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.

M. 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 cannot 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 any account closure, suspension, or downgrade. You must make this request within 90 days of closure, suspension, or downgrade.

3. GitHub May Terminate

GitHub reserves the right to temporarily suspend your access to the Services at any time in our sole discretion, with or without notice, in the event of violations of Sections C (Acceptable Use) or H (API Terms), or if your account is subject to the Contract Dispute Process or to claims of IP Infringement.

Subject to the following, GitHub has the right to terminate your account at any time, with or without cause, **upon 30 days advance notice** or if your account has been suspended for more than 90 days.

Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

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.

N. 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 both parties must be in writing and [served on both parties' legal agent](#).

3. No Phone Support

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

O. 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 warrants that the SERVICE will be performed in a workmanlike manner. Except as just stated 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.

P. Limitation of Liability

To the maximum extent permitted by applicable law, each party's total cumulative liability to the other party or any third party under this Agreement from all causes of action and all theories of liability will be limited to and will not exceed the contract price.

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. Excusable delays shall be governed by FAR 52.212-4(f).

Q. Release and Indemnification

1. Customer's Indemnification

Reserved.

2. GitHub's Indemnification

We'll defend or settle, at our option and expense, any third-party claim brought against you to the extent that it's based on an allegation that GitHub's service infringes a copyright or misappropriates a trade secret of any third party (each, a “Claim”), and, subject to Section N, above, Limitation of Liability, we'll pay all damages and costs (including reasonable legal fees) finally awarded by a court of final appeal attributable to such a Claim, provided that you notify us in writing of any such Claim as soon as reasonably practicable and allow us to control, and reasonably cooperate with us in the defense of, any such Claim and related settlement negotiations.

You understand that we'll have no obligation to indemnify you for any claim (1) if the total aggregate fees received by GitHub with respect to your subscription to the services in the 12 month period immediately preceding the claim is less than US \$50,000; (2) if the services are modified by any party other than GitHub, but solely to the extent the alleged infringement is caused by such modification; (3) if the services are used in combination with any services, software, or equipment without prior written authorization by GitHub, but solely to the extent the alleged infringement is caused by such combination; (4) to unauthorized use of the services; (5) to any Claim arising as a result of (y) your Content (or circumstances covered by your indemnification obligations in this Section O (Release and Indemnification: Customer's Indemnification)) or (z) any third-party deliverables or components contained with the services; or (6) if you settle or make any admissions with respect to a claim without GitHub's prior written consent.

If your use of the services is, or in our reasonable opinion is likely to be, subject to a Claim under this Section N, we may, at our sole option and at no charge to you (and in addition to our indemnity obligation to you in this Section O): (i) procure for you the right to continue using the services; (ii) replace or modify the services so that they are non-infringing and substantially equivalent in function to the original services; or (iii) if options (i) and (ii) above are not commercially practicable in our reasonable estimation, we can terminate these Terms of Service.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

R. 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 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, the Website (or any part of it) with or without notice.

S. 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, without regard to conflict of law provisions.

2. Non-Assignability

The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

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

These Terms of Service, together with the GitHub Privacy Statement, the underlying GSA Schedule Contract, Schedule Pricelist and Purchase Order(s), 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, except that a Purchase Order would supersede this Agreement with respect to the content of that particular Purchase Order.

6. Publicity

If you publicly display the name of your company or organization on your account or otherwise publicly display its trademarks or logos on your profile page, you allow us to use your company's or organization's name to identify you as a GitHub customer in our promotional materials. You may revoke this permission by hiding your company or organization name from public display and notifying us in writing to stop using your organization's name in our promotional materials. However, GitHub will have no obligation to remove or recall any prior use or distribution of the promotional materials. GitHub acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.

7. Questions

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

- [Contact a human](#)

GitHub Business Plan Addendum

Business Plan Addendum

These are the additional terms for GitHub's Business plan ("Business Plan Terms"). Any capitalized terms not defined in these Business Plan Terms will be defined in the Corporate [Terms of Service](#) attached hereto.

The Business Plan includes an Organization account, SAML single sign-on, access provisioning, and 24/5 support with an 8-hour response time. This list of features and services is non-exhaustive and may be updated from time to time. For more information, see the [Business Plan page](#).

Definitions:

Active User: means a user trying to access our Service at the time of an Outage.

Customer: person or entity who has purchased a Business plan from GitHub.

Eligible User: means an individual who is designated as a member of the Customer's Business plan organization by having their individual GitHub account associated with the Customer's Business plan account.

Essential Services: means the services essential to GitHub's core version control functionality, including features and services such as creating, forking, and cloning repositories; creating, committing, and merging branches; creating, reviewing, and merging pull requests; and, web, API, and Git client interfaces to the core Git workflows. The following are examples of peripheral features and services not included: webhooks, Gists, Pages, or email notifications.

Outage: means the interruption of an Essential Service that affects more than 50% of Active Users.

Scheduled Downtime: means maintenance or updates to the Service (including to any servers or other hardware required to host the Service), which has been scheduled in advance, during which the Service may be down or inaccessible to Users.

Service Credit: a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Business Plan Uptime SLA

Program Benefits:

We guarantee that the service will have a quarterly Uptime percentage of 99.95%. That means GitHub's Essential Services will not be interrupted by an Outage affecting more than 50% of Active Users, for more than .05% of the quarter.

If we don't meet our 99.95% quarterly Uptime guarantee, we may issue Service Credits to Customers.

How do we calculate Uptime?

Our Uptime calculation is based on the percentage of successful requests we serve through our web, API, and Git client interfaces.

What's excluded from our Uptime guarantee? Outages resulting from:

Scheduled Downtime

Customer's acts, omissions, or misuse of the Services, including violations of the Terms of Service.

Failures of your internet connectivity

Factors outside our reasonable control, including Internet access related problems, force majeure events, and third party services or technology

Your equipment, services, or other technology

What are Uptime Service Credits, how can I find out if I have them, and how can I redeem them?

If GitHub's quarterly Uptime percentage drops below our 99.95% Uptime guarantee, then Customer is entitled to receive 25 times the amount that was paid for the Outage time that exceeds the quarterly Uptime guarantee ("Uptime Service Credit"), which will be applied against the Customer's next bill. Uptime Service Credits are calculated at the end of each quarter, and may only be granted upon request.

To find out about GitHub's Uptime percentage, you can request an Uptime report at the end of each quarter.

In order to be granted Uptime Service Credits, either an account Owner or Billing Manager must send in a written request, on Customer's behalf, within 30 days of the end of each quarter. Uptime Service Credits may not be saved. After being granted an Uptime Service Credit, it will be automatically applied to Customer's next bill. Written requests should be sent to [GitHub Support](#).

Disclaimer and Limitation of Liability: GitHub's [Status Page](#) is not connected to this Uptime SLA and is not an accurate representation of GitHub's Uptime for the purposes of calculating Uptime Service Credits. Service Credits are limited to 30 days of paid service, per quarter. Service Credits are Customer's only remedy for any failure by GitHub to meet any Uptime obligations as identified in this Addendum.

- [Contact a human](#)

Amendment to GitHub Terms of Service Applicable to U.S. Federal Government Users

This Amendment to GitHub's **Terms of Service** applies only to users that are using GitHub on behalf of the United States federal government. If you are not using GitHub on behalf of the U.S. federal government, the standard **GitHub Terms of Service** apply to you.

This Amendment is an agreement between GitHub, Inc. ("GitHub" or "Company") and U.S. federal government users of the GitHub.com web site (the "Service") and applies solely to any U.S. federal government agency and its users who use or access the Service on behalf of the U.S. federal government (the "Government").

You, as a United States government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; records retention; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum.

GitHub and You (together, the "Parties") agree that modifications to the **GitHub Terms of Service** (the "ToS") are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the ToS are hereby modified by this Amendment as they pertain to the Government's use of the Company web site and services:

A. Public purpose

Government entity - "You" within the ToS shall mean the Government itself and shall not bind, in their individual capacity, the individual(s) who utilize the Company site or services on the Government's behalf. Company will look solely to the Government to enforce any violation or breach of the ToS by such individuals, subject to federal law.

Advertisements - Company hereby agrees not to serve or display any third-party commercial advertisements or solicitations on any pages within the Company site displaying content created by or under the control of the Government. This exclusion shall not extend to house ads, which Company may serve on such pages in a non-intrusive manner. The foregoing obligations are contingent upon the email address designated on Your account details page ending in `.gov`, `.mil`, or `.fed.us`.

B. Your content on GitHub

Access and use - Company acknowledges that the Government's use of the Service may energize significant citizen engagement. Language in the ToS allowing Company to terminate service, refuse or remove any Content, or close the Government's account, at any time, for any reason, is modified to reflect the Parties' agreement that Company may unilaterally modify or discontinue service, temporarily or permanently, refuse or remove any Content, and/or terminate the Government's account only for breach of the Government's obligations under the ToS or its material failure to comply with the instructions and guidelines posted on the Service, or if Company ceases to operate the Service generally. Company will provide the Government with a reasonable opportunity to cure any breach or failure on the Government's part.

No endorsement - Company agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You have a presence on the Company site and use its services, shall not be used by Company in such a manner as to state or imply that Company's products or services are endorsed, sponsored or recommended by You or by any other element of the federal government, or are considered by these entities to be superior to any other products or services. Except for pages whose design and content is under the control of the Government, or for links to or promotion of such pages, Company agrees not to display any government seals or logos on the Company's homepage or elsewhere on the Company Site, unless permission to do so has been granted by the Government or by other relevant federal government authority. Company may list the Government's name in a publicly available customer list so long as the name is not displayed in a more prominent fashion than that of any other third-party name.

Provision of data - In case of termination of service, within 30 days of such termination, upon request, Company will provide you with all user-generated content that is publicly visible through the Sites You created at Company. Data will be provided in a commonly used file or database format as Company deems appropriate. Company will not provide data if doing so would violate its privacy policy, available at <https://help.github.com/privacy/>.

C. Unpaid and paid plans

No cost agreement - Nothing in this Amendment or ToS obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or ToS are contingent upon the payment of fees by one party to the other. At the Company's discretion, GitHub may offer a free

account under a free usage plan, such as a Free for Open Source Plan, and in that case this Amendment will apply to the Government's usage under the free account/plan. This Amendment also applies when the Government uses one of GitHub's paid usage plans.

Government responsibilities under paid usage plans - You acknowledge that while Company will provide You with service under a free plan, Company reserves the right to begin charging for that service at some point in the future. Company will provide You with at least 30 days advance notice of a change involving the charging of fees for a free service. You also understand that Company offers paid plans for a fee. The Parties understand that fee-based services are categorically different than free products, and are subject to federal procurement rules and processes. Before the Government decides to enter into a business or enterprise subscription, or any other fee-based service that this Company or alternative providers may offer now or in the future, You agree: to determine the Government has a need for those additional services for a fee; to consider the subscription's value in comparison with comparable services available elsewhere; to determine that Government funds are available for payment; to properly use the Government Purchase Card if that Card is used as the payment method; to review any then-applicable ToS for conformance to federal procurement law; and in all other respects to follow applicable federal acquisition laws, regulations and agency guidelines (including those related to payments) when initiating that separate action. GitHub shall state separately on invoices taxes excluded from the fees, and You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

No business relationship created - The Parties are independent entities and nothing in this Amendment or ToS creates an agency, partnership, joint venture, or employer/employee relationship.

D. Federal Regulations

Security - Company will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. Recognizing the changing nature of the Web, Company will continuously work with users to ensure that its products and services are operated and maintained in a secure manner. Company agrees to discuss implementing additional security controls as deemed necessary by the Government to conform to the Federal Information Security Management Act (FISMA), 44 U.S.C. 3541 et seq.

Federal Records - Government acknowledges that use of Company's site and services may require management of Federal records. Government and user-generated content may meet the definition of Federal records as determined by the agency. If the Company holds Federal records, the Government and the Company must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. The Government is responsible for ensuring that the Company is compliant with applicable records management laws and regulations through the life and termination of the Agreement.

E. General Conditions

Indemnification - Any provisions in the ToS related to indemnification, damages, attorney's fees, and settlement are hereby waived. Liability of the Government for any breach of the ToS or this Agreement, or any claim, demand, suit or proceeding arising from the ToS or this Agreement, shall be determined under the Federal Tort Claims Act, or other governing authority. Liability of Company for any breach of the ToS or this Agreement, or any claim, demand, suit or proceeding arising from the ToS or this Agreement, shall be determined by applicable federal law.

Limitation of liability - The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the ToS in any way grants Company a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.

Governing law and Forum - The dispute resolution provision in the ToS is hereby deleted. The ToS and this Amendment shall be governed, interpreted and enforced in accordance with applicable federal laws of the United States of America and exclusive jurisdiction shall be in the appropriate U.S. federal courts.

Assignment - Neither party may assign its obligations under this Amendment or ToS to any third-party without prior written consent of the other; however, GitHub may, without the Government's consent, assign its obligations to an Government using the service under a free usage plan under this Amendment or ToS to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of GitHub's assets.

F. Changes to this agreement

Precedence; Further Amendment; Termination - This Amendment constitutes an amendment to the ToS; language in the ToS indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the ToS, or between this Amendment and other rules or policies on the Company site or services, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. The Government may close its account and terminate this agreement at any time. Upon 30 days' notice to the Government, Company may terminate at any time, provided that the Government will be entitled to a refund of any unused fees already paid.

Posting and availability of this Amendment - The parties agree this Amendment contains no confidential or proprietary information, and either party may release it to the public at large.

- **Contact a human**

Article versions

[GitHub.com](#)

GitHub Enterprise 2.11

GitHub Enterprise 2.10

GitHub Enterprise 2.9

GitHub Enterprise 2.8

GitHub Privacy Statement

Effective date: **October 11, 2017**

Thanks for entrusting GitHub with your source code, your projects, and your personal information. Holding onto your private information is a serious responsibility, and we want you to know how we're handling it.

Article versions

[GitHub.com](#)

[GitHub Enterprise 2.12](#)

[GitHub Enterprise 2.11](#)

The short version

We collect your information only with your consent; we only collect the minimum amount of personal information that is necessary to fulfill the purpose of your interaction with us; we don't sell it to third parties; and we only use it as this Privacy Statement describes. If you're visiting us from the EU: we comply with the [Privacy Shield framework](#).

Of course, the short version doesn't tell you everything, so please read on for more details!

What information GitHub collects and why

Information from website browsers

If you're **just browsing the website**, we collect the same basic information that most websites collect. We use common internet technologies, such as cookies and web server logs. This is stuff we collect from everybody, whether they have an account or not.

The information we collect about all visitors to our website includes the visitor's browser type, language preference, referring site, additional websites requested, and the date and time of each visitor request. We also collect potentially personally-identifying information like Internet Protocol (IP) addresses.

Why do we collect this?

We collect this information to better understand how our website visitors use GitHub, and to monitor and protect the security of the website.

Information from users with accounts

If you **create an account**, we require some basic information at the time of account creation. You will create your own user name and password, and we will ask you for a valid email account. You also have the option to give us more information if you want to, and this may include "User Personal Information."

"User Personal Information" is any information about one of our users which could, alone or together with other information, personally identify him or her. Information such as a user name and password, an email address, a real name, and a photograph are examples of "User Personal Information."

User Personal Information does not include aggregated, non-personally identifying information. We may use aggregated, non-personally identifying information to operate, improve, and optimize our website and service.

Why do we collect this?

We need your User Personal Information to create your account, and to provide the services you request.

We use your User Personal Information, specifically your user name, to identify you on GitHub.

We use it to fill out your profile and share that profile with other users if you ask us to.

We will 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**. Please see our section on [email communication](#) for more information.

We limit our use of your User Personal Information to the purposes listed in this Privacy Statement. If we need to use your User Personal Information for other purposes, we will ask your permission first. You can always see what information we have, how we're using it, and what permissions you have given us in your [user profile](#).

What information GitHub does not collect

We do not intentionally collect **sensitive personal information**, such as social security numbers, genetic data, health information, or religious information. Although GitHub does not request or intentionally collect any sensitive personal information, we realize that you might store this kind of information in your account, such as in a repository. If you store any sensitive personal information on our servers, you are consenting to our storage of that information on our servers, which are in the United States.

We do not intentionally collect information that is **stored in your repositories** or other free-form content inputs. Information in your repositories belongs to you, and you are responsible for it, as well as for making sure that your content complies with our [Terms of Service](#). GitHub employees **do not access private repositories unless required** to for security or maintenance, or for support reasons, with the consent of the repository owner.

If your repository is public, anyone (including us) may view its contents. If you have included private or sensitive information in your public repository, such as email addresses, that information may be indexed by search engines or used by third parties. In addition, while we do not generally search for content in your repositories, we may scan our servers for certain tokens or security signatures.

If you're a **child under the age of 13**, you may not have an account on GitHub. GitHub does not knowingly collect information from or direct any of our content specifically to children under 13. If we learn or have reason to suspect that you are a user who is under the age of 13, we will unfortunately have to close your account. We don't want to discourage you from learning to code, but those are the rules. Please see our [Terms of Service](#) for information about account termination.

How we share the information we collect

We **do not** share, sell, rent, or trade User Personal Information with third parties for their commercial purposes.

We do not disclose User Personal Information outside GitHub, except in the situations listed in this section or in the section below on [Compelled Disclosure](#).

We **do** share certain aggregated, non-personally identifying information with others about how our users, collectively, use GitHub, or how our users respond to our other offerings, such as our conferences or events. For example, we may [compile statistics on the usage of open source licenses across GitHub](#). However, we do not sell this information to advertisers or marketers.

We do not host advertising on GitHub. We may occasionally embed content from third party sites, such as YouTube, and that content may include ads. While we try to minimize the amount of ads our embedded content contains, we can't always control what third parties show.

We may share User Personal Information with your permission, so we can perform services you have requested.

We may share User Personal Information with a limited number of third-party vendors who process it on our behalf to provide or improve our service, and who have agreed to privacy restrictions similar to our own Privacy Statement. Our vendors perform services such as payment processing, customer support ticketing, network data transmission, and other similar services. When we transfer your data to our vendors under [Privacy Shield](#), we remain responsible for it.

We may share User Personal Information if we are involved in a merger, sale, or acquisition. If any such change of ownership happens, we will ensure that it is under terms that preserve the confidentiality of User Personal Information, and we will notify you on our website or by email before any transfer of your User Personal Information. The organization receiving any User Personal Information will have to honor any promises we have made in our Privacy Statement or in our Terms of Service.

Public Information on GitHub

Much of GitHub is public-facing. If your content is public-facing, third parties may access and use it in compliance with our Terms of Service. We do not sell that content; it is yours. However, we do allow third parties, such as research organizations or archives, to compile public-facing GitHub information.

Your Personal Information, associated with your content, may be gathered by third parties in these compilations of GitHub data. If you do not want your Personal Information to appear in third parties' compilations of GitHub data, please do not make your Personal Information publicly available and be sure to [configure your email address to be private in your user profile](#).

If you would like to compile GitHub data, you may only use any public-facing Personal Information you gather for the purpose for which our user has 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 commercial advertising. We expect you to reasonably secure any Personal Information you have gathered from GitHub, and to respond promptly to complaints, removal requests, and "do not contact" requests from GitHub or GitHub users.

Similarly, projects on GitHub may include publicly available Personal Information collected as part of the collaborative process. In the event that a GitHub project contains publicly available Personal Information that does not belong to GitHub users, we will only use that Personal Information for the limited purpose for which it was collected, and we will secure that Personal Information as we would secure any User Personal Information. If you have a complaint about any Personal Information on GitHub, please see our section on [resolving complaints](#).

Our use of cookies and tracking

Cookies

GitHub uses cookies to make interactions with our service easy and meaningful. We use cookies (and similar technologies, like HTML5 localStorage) to keep you logged in, remember your preferences, and provide information for future development of GitHub.

A cookie is a small piece of text that our web server stores on your computer or mobile device, which your browser sends to us when you return to our site. Cookies do not necessarily identify you if you are merely visiting GitHub; however, a cookie may store a unique identifier for each logged in user. The cookies GitHub sets are essential for the operation of the website, or are used for performance or functionality. By using our website, you agree that we can place these types of cookies on your computer or device. If you disable your browser or device's ability to accept cookies, you will not be able

to log in or use GitHub's services.

Google Analytics

We use Google Analytics as a third party tracking service, but we don't use it to track you individually or collect your User Personal Information. We use Google Analytics to collect information about how our website performs and how our users, in general, navigate through and use GitHub. This helps us

evaluate our users' use of GitHub; compile statistical reports on activity; and improve our content and website performance.

Google Analytics gathers certain simple, non-personally identifying information over time, such as your IP address, browser type, internet service provider, referring and exit pages, time stamp, and similar data about your use of GitHub. We do not link this information to any of your personal information such as your user name.

GitHub will not, nor will we allow any third party to, use the Google Analytics tool to track our users individually; collect any User Personal Information other than IP address; or correlate your IP address with your identity. Google provides further information about its own privacy practices and offers a [browser add-on to opt out of Google Analytics tracking](#).

Certain pages on our site may set other third party cookies. For example, we may embed content, such as videos, from another site that sets a cookie. While we try to minimize these third party cookies, we can't always control what cookies this third party content sets.

Tracking

"Do Not Track" is a privacy preference you can set in your browser if you do not want online services to collect and share certain kinds of information about your online activity from third party tracking services. We do not track your online browsing activity on other online services over time and we do not permit third-party services to track your activity on our site beyond our basic Google Analytics tracking, which you may opt out of [here](#). Because we do not share this kind of data with third party services or permit this kind of third party data collection on GitHub for any of our users, and we do not track our users on third-party websites ourselves, we do not need to respond differently to an individual browser's Do Not Track setting.

If you are interested in turning on your browser's privacy and Do Not Track settings, the [Do Not Track](#) website has browser-specific instructions.

Please see our section on [email communication](#) to learn about our use of pixel tags in marketing emails.

How GitHub secures your information

GitHub takes all measures reasonably necessary to protect User Personal Information from unauthorized access, alteration, or destruction; maintain data accuracy; and help ensure the appropriate use of User Personal Information. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.

No method of transmission, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security. For more information, see our [security disclosures](#).

GitHub's global privacy practices

Information that we collect will be stored and processed in the United States in accordance with this Privacy Statement. However, we understand that we have users from different countries and regions with different privacy expectations, and we try to meet those needs.

We provide the same standard of privacy protection to all our users around the world, regardless of their

country of origin or location, and we are proud of the levels of notice, choice, accountability, security, data integrity, access, and recourse we provide. We have appointed a Privacy Counsel and we work hard to comply with the applicable data privacy laws wherever we do business. Additionally, we require that if our vendors or affiliates have access to User Personal Information, they must comply with our privacy policies and with applicable data privacy laws, including signing data transfer agreements such as Standard Contractual Clause agreements.

In particular:

GitHub provides clear methods of unambiguous, informed consent at the time of data collection, when we do collect your personal data.

We collect only the minimum amount of personal data necessary, unless you choose to provide more. We encourage you to only give us the amount of data you are comfortable sharing.

We offer you simple methods of accessing, correcting, or deleting the data we have collected.

We provide our users notice, choice, accountability, security, and access, and we limit the purpose for processing. We also provide our users a method of recourse and enforcement. These are the Privacy Shield Principles, but they are also just good practices.

GitHub adheres to the [Privacy Shield Framework](#). You may view our entry in the [Privacy Shield List](#). In addition to providing our users methods of unambiguous, informed consent and control over their data, we participate in and comply with the Privacy Shield framework, and we are committed to subject any Personal Information we receive from the EU and EEA to the Privacy Shield Principles. In addition, we continue to participate in the Safe Harbor Framework for Swiss data transfers to the US. Please read more about [GitHub's Privacy Shield and Safe Harbor commitments](#).

Resolving Complaints

If you have concerns about the way GitHub is handling your User Personal Information, 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@github.com with the subject line "Privacy Shield Concerns." We will respond within 45 days at the latest.

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. If we cannot, we have selected JAMS, an independent dispute resolution provider, to handle unresolved Privacy Shield complaints. If we are unable to resolve your concerns after a good faith effort to address them, you may [contact JAMS and submit a Privacy Shield claim](#). JAMS is a US-based private alternate dispute resolution provider, and we have contracted with JAMS to provide an independent recourse mechanism for any of our users for privacy concerns **at no cost to you**. You do not need to appear in court; you may conduct this dispute resolution process via telephone or video conference. If you are not based in the EU or EEA, but you would still like to use the JAMS arbitration process to resolve your dispute, please let us know and we will provide access to you.

Independent Arbitration

Under certain limited circumstances, European Union individuals may invoke binding Privacy Shield arbitration as a last resort if all other forms of dispute resolution have been unsuccessful. To learn more about this method of resolution and its availability to you, please read more about [Privacy Shield](#).

We are subject to the jurisdiction of the Federal Trade Commission.

How we respond to compelled disclosure

GitHub may disclose personally-identifying information or other information we collect about you to law enforcement in response to a valid subpoena, court order, warrant, or similar government order, or when we believe in good faith that disclosure is reasonably necessary to protect our property or rights, or those of third parties or the public at large.

In complying with court orders and similar legal processes, GitHub strives for transparency. When permitted, we will make a reasonable effort to notify users of any disclosure of their information, unless we are prohibited by law or court order from doing so, or in rare, exigent circumstances.

For more information, see our [Guidelines for Legal Requests of User Data](#).

How you can access and control the information we collect

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